

# No Big Deal End User License Agreement

Version 1.0

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Welcome to No Big Deal. The No Big Deal application and services (collectively the “Services”) are made available to you by No Big Deal S.à r.l with registered address: 9, rue du Laboratoire, L-1911 Luxembourg, (hereafter “NBD”). These terms of use set out important information regarding your rights and obligations relating to your use of the Services.

By downloading, installing, and registering for an account to access the Services you agree to the terms outlined in this End User License Agreement (EULA). If you do not agree to the terms outlined herein, do not download, install, or register for an account with NBD. NBD solely permits you to use the Services strictly in accordance with the terms outlined in this EULA.

The terms outlined in this EULA may be updated from time to time by NBD at NBD’s sole discretion and will be made available on [www.nobigdeal.io/eula](http://www.nobigdeal.io/eula). By your continuous use of the Services, you agree to those updates. Any material changes to this Agreement will be notified to you either through our website or directly in the application.

Please note that you need to be at least 16 years of age to create an account and use the Services. Some rewards may be subject to a higher age limit than 16. Please check any restrictions before starting a challenge.

If you have any questions relating to this Agreement please reach out to us on [admin@nobigdeal.io](mailto:admin@nobigdeal.io).

## 1. PRIVACY

Our Privacy Policy is available on [NBD website](#).

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

## 2. NBD ACCOUNT CREATION

If you want to access certain features of the Services you will have to create an account with NBD. You can create an account if you have a pre-existing Google account, or Facebook account, or by providing an email address along with other personal information. If you register by using a pre-

existing Google or Facebook account, your NBD account will be created by using certain personal information limited to what your privacy setting on the applicable account permits NBD to use.

It is important that you provide accurate, complete, and up-to date information for your account, and you agree to update such information as needed. If you don't, NBD might suspend or terminate your account.

You agree that you will not disclose your password to anyone and that you will notify NBD immediately of any unauthorised use of your account. You are responsible for all activities that occur under your account, whether or not you know about them.

### **3. LICENSE**

NBD grants you a limited, non-exclusive, non-transferable, non-sublicensable license to use the Services solely for your own personal non-commercial purposes. Except as expressly permitted in this EULA, or under applicable law, you may not: (i) copy, modify, or in any way create derivative works based on the Services; (ii) distribute, transfer, or sublicense the Services to any third party; (iii) reverse engineer, or decompile the Services, or make any functionality of the Services available to other users by any means. NBD reserves all rights to the Services not expressly granted to you under this EULA.

### **4. SAFETY**

The Services allow you to track various activities relating to your wellbeing. For the avoidance of any doubt, these Services should in no way, or at any time, be interpreted as any form of medical advice or opinion. You should always consult licensed medical professionals prior to commencing or participating in any wellness programme.

While using the Services, you must pay attention and be aware of your surroundings. You agree that your use of the NBD Services is completely at your own risk, and that you will not in any way use the Services to violate any applicable law, regulation, policy, or instructions, and you will not encourage or enable any other individual to do so.

### **5. CODE OF CONDUCT**

NBD constantly takes reasonable steps to improve its anti-cheat measures. Cheating includes any action that attempts to, or actually interferes with the normal behaviour or rules relating to a NBD Challenge. You shall not seek to complete a NBD Challenge by any means other than the genuine activity associated with the NBD Challenge, this includes but is not limited to simulating any such

movement using artificial and / or mechanical means, and / or enlisting third parties acting on your behalf.

Furthermore, you shall not provide inaccurate information while registering your account, or use any other account other than your own. You agree that you will not submit inaccurate, misleading, or inappropriate content, including but not limited to data submissions, edits, or removal requests.

The Services may not work on devices that NBD detects or reasonably suspects to be cheating, and NBD will not provide support to users who attempt to cheat. You agree that NBD may employ any lawful mechanisms to detect and respond to cheating, fraud, and any other behaviour prohibited under this EULA.

## **6. LINKS AND RELATIONSHIP WITH NBD BUSINESS PARTNERS AND OTHER THIRD PARTIES**

The Services may contain links, content, and information from and regarding third party providers, including but not limited to its business partners, where you can claim your rewards after having completed your challenges.

NBD provides these links and information as a convenience for you and NBD is not in any way responsible for the content, products, services, and validity of any offerings provided by NBD business partners. You acknowledge sole responsibility for and assume all risks arising from your use of any services provided by such third parties, including NBD business partners.

## **7. INDEMNITY**

By using the NBD Services you agree to indemnify and hold harmless NBD and their respective officers, directors, employees, and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs, including without limitation legal fees and accounting fees arising out of, or in any way connected with your access to, or use of the Services, or your violation of the terms set out in this EULA.

## **8. DISCLAIMER OF WARRANTIES**

To the fullest extent permitted under applicable law, the NBD Services and content are provided "AS-IS", without warranty of any kind. Without limiting the foregoing, We make no warranty that the

website or application will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the website or application. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website or application.

You assume all risks relating to your online, or offline communication with other users of the Services, or NBD business partners. You understand that NBD does may screen or inquire into the background on any users of the Services. You agree to take reasonable precautions in all interactions with other users or NBD business partners with whom you interact as a result of your use of the Services.

## **9. LIMITATION OF LIABILITY**

NBD will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the conditions for: (i) Any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or (ii) any loss of goodwill or reputation; or (iii) any special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions.

Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

In no event will the total liability of NBD arising out of or in connection with these terms, or from the use of, or inability to use the Services, or content exceed one Euro (€1). The exclusion and limitation of damages set forth herein are fundamental elements of the relationship between you and NBD.

## **10. TERM AND TERMINATION**

This Agreement shall commence with effect from when you download or click “agree” or start using the NBD Platform’s features and shall continue in full force and effect until terminated by either Party in accordance with this clause.

NBD may terminate your access to and use of the NBD Services, at NBD sole discretion, at any time and without notice to you. When terminating your account or access to the Services, you may lose access to any completed, ongoing, or vested NBD Challenges or NBD Rewards. You may cancel your

account at any time by notifying NBD at [admin@nobigdeal.io](mailto:admin@nobigdeal.io). Upon termination, discontinuation, or cancellation of your account or access to the NBD Services, the following provisions of this EULA will survive: 7, 8, and 9.

#### **11. DISPUTES GOVERNING LAW & RESOLUTION**

This Agreement shall be governed by and construed in accordance with the laws of Luxembourg.

The parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between senior executives of NBD, who have authority to settle the same.