

# **GENERAL TERMS AND CONDITIONS**

**TINKiteasy B.V.**

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## 1. GENERAL

### 1.1. Applicability

1.1.1 These General Terms and Conditions apply to any and all offers and/or deliveries by TINKiteasy BV, hereinafter to be referred to as "TINKiteasy", and all agreements and/or any other legal relations between Customer and TINKiteasy, as well as to resulting provisions and related activities whether verbally, written and/or electronically agreed upon, unless expressly otherwise agreed upon in writing and irrespective of under which trade name TINKiteasy operates, and irrespective of Customer's initials being present or not.

1.1.2 Any purchase and/or other general terms and conditions of Customer do not apply and are rejected by TINKiteasy unless expressly accepted in writing.

1.1.3 These General Terms and Conditions are registered with the Chamber of Commerce Amsterdam under number 34272910.

1.1.4 TINKiteasy is always authorized to change or amend these General Terms and Conditions, which changes or amendments will apply unless written objection is made no later than 30 (thirty) days after the date of the amendment or change.

1.1.5 Changes in and/or additions to these General Terms and Conditions as well as changes in and/or additions to agreements between TINKiteasy and Customers are valid only if made in writing.

1.1.6 In case Customer can be considered to do business from several legal entities, each entity is severally and jointly liable for performance of all obligations under the agreement with TINKiteasy and these General Terms and Conditions apply to all of them.

1.1.7 The headings above the articles of these General Terms and Conditions are only intended to improve readability. The content and scope of the article under a particular heading is thus not confined to that designation.

1.1.8 TinkConnect, Tinklegal, Tinkjuridisch, Tinkzorg, Tinkhealthcare and Tinkfinance are all trade names (trademarks) of TINKiteasy

### 1.2. Definitions

1.2.1 In these General Terms and Conditions the following words and terms are capitalized. All of the following words and expressions in the singular have the same meaning as in the plural and vice versa.

1.2.2 Customer:  
Anyone who requests and orders to provide the Service(s) and with whom TINKiteasy consequently has an Agreement.

1.2.3 Feasibility study:  
As further described in Article 4.1.1.

1.2.4 Identification:  
Log-in names, passwords, address data and / or other codes.

1.2.5 Service(s):  
TINKiteasy shall make available to Customer a mobile workplace. This workplace is accessible worldwide via the Internet. Through a secure connection Customer can access his files, emails and agreed applications.

1.2.6 Support:  
As further described in Article 2.3.

1.2.7 Third Party general terms and conditions:  
Under Third Party general terms and conditions amongst other are to be understood the conditions used by others, licensing, warranty and other conditions.

1.2.8 Third Party Products:  
All (storage) services and products provided by TINKiteasy and originating from third parties and whose intellectual and/or industrial property rights do not belong to TINKiteasy.

1.2.9 TINKiteasy:  
TINKiteasy B.V., operating under different trade names, registered at the Chamber of Commerce in Amsterdam under number 34272910, and its successor(s) or any affiliate or partner that contracts with Customer and declared these General applicable. In any case TINKiteasy is the supplier of the Service(s) to Customer.

1.2.10 User:  
The (final) customer / (end) user of the Customer to whom Services are delivered and who is actually using these Services.

1.2.11 Working days:  
Normal Dutch working hours (8.00-18.00 CET) and days (Monday / Friday) excluding national holidays.

### 1.3. Confirmation

1.3.1 All verbal agreements, assignments and/or other statements of any kind of employees of TINKiteasy are only valid and binding if confirmed in writing by authorized representatives of TINKiteasy.

### 1.4. Offers

1.4.1 All offers are non-binding unless expressly indicated otherwise.

1.4.2 Offers are based on the Customer data, information and / or requirements as described under Article 1.6.

1.4.3 TINKiteasy will draw up an agreement in which it indicates what is included in the Service(s) and what amount will be due upon acceptance. Only the Service(s) as described in the agreement are binding.

1.4.4 In case incorrect information is provided by Customer, TINKiteasy has the right to adjust prices accordingly.

1.4.5 The agreement commences from the moment that the by Customer signed agreement is received by TINKiteasy, unless otherwise agreed in writing.

1.4.6 In case of conflicting provisions in the various documents, the following order applies: 1. the agreement; 2. the service level agreement; 3. any attachments, 4. these General Terms and Conditions 5. any agreed additional conditions.

### 1.5. Agreements

1.5.1 If a proposal, contract or other similar legally binding document is sent to Customer and Customer fails to return this document signed to TINKiteasy, by way of first payment Customer is considered to full agree with the content of such document and these General Terms and Conditions.

1.5.2 The term of addenda mentioned as such that directly result from or are made in connection with an agreement between Customer and TINKiteasy is similar to that of the agreement where it is related to.

- 1.5.3** An agreement between Customer and TINKiteasy which to which no further term has been agreed upon runs for a period of 1 (one) year. If such agreement is not timely terminated, it will be extended for the duration of 1 (one) year.
- 1.5.4** Customer has the option for a User to log off permanently, with a notice period of 1 (one) month and according to the check-in/check-out procedure of TINKiteasy. If the Customer logs off a User permanently within 6 (six) months after the connection of that User came to life, Customer will pay a fee to TINKiteasy of 6 (six) monthly fees minus already paid monthly fees. In addition, 80% of the maximum number of users, which was agreed upon at the start must remain connected. In any case TINKiteasy is entitled at least to charge monthly cost corresponding with 80% of the maximum number of users originally agreed upon, whatever the actual number of users is, until the end of the contract period.
- 1.5.5** For registration as well as deregistration or logging on or off Users permanently, TINKiteasy can charge Customer one-off registration or deregistration costs
- 1.5.6** Termination of the agreement, as defined in Article 1.5.3, takes place through a registered letter which must be received by TINKiteasy no later than 2 (two) months before the month in which renewal of the agreement enters into force.
- 1.5.7** Each party is entitled to terminate the contract by registered letter without judicial intervention, in whole or in part, if the defaulting party after being presented with written notice stating a reasonable time to remedy such default failed to do so.
- 1.5.8** TINKiteasy has also the right, with immediate effect and without judicial intervention, by means of an extrajudicial statement to annul the agreement and/or offers in whole or in part, to terminate or cancel, at the death of a Customer, if Customer submits a request for bankruptcy or suspension of payment, or in case bankruptcy or suspension of payment is granted or if the Customer's company is liquidated or terminated, other than for reorganization purposes. In all these cases, any and all claims on Customer by TINKiteasy are immediately due.
- 1.5.9** After the end of the contract, for any reason whatsoever, Customer has no more rights deriving from the agreement, leaving unhindered the existence of the obligations of the parties which by their nature are intended to persist after the end of the Agreement, including but not limited to the obligations concerning property rights, confidentiality and competition.
- 1.5.10** Whenever asked or obliged to perform migration activities, TINKiteasy will charge on an hourly basis for this migration and will not commence until thus charged migration costs and/or any other outstanding unpaid invoices are met.
- 1.6. Participation / Accountability Customer**
- 1.6.1** All work is performed by TINKiteasy based on the data, information, requests and / or requirements made known to TINKiteasy by Customer.
- 1.6.2** Customer will cooperate fully and in time with providing all useful and necessary data and / or other information necessary for the proper execution of the agreement. Customer will be responsible for the accuracy of this data and / or other information.
- 1.6.3** When information (data) is transferred from Customer to TINKiteasy (the migration) it is assumed that all data are readily available, readable and not damaged. If this is not the case, TINKiteasy can charge additional costs for migration. TINKiteasy is not responsible for any damage or loss of data during migration. Customer is responsible for making a backup of the data before migration.
- 1.6.4** Customer is obliged to do everything reasonably necessary and desirable to ensure timely and proper execution of the Service(s). In particular, Customer shall ensure that all information and facilities, which TINKiteasy indicates are necessary or which the Customer reasonably understands to be necessary to perform the Service(s), be made available.
- 1.6.5** In case information required and/or other requirements necessary for the proper implementation of the agreement, are not met by Customer in time and/or not in accordance with the agreements made, or Customer otherwise does not meet its obligations, TINKiteasy has the right to terminate or dissolve the agreement or suspend the execution of the agreement and is entitled to charge for the costs incurred at its usual rates.
- 1.6.6** In case changes or new facts arise in previously made available data, information, requests and/or requirements TINKiteasy at all times is entitled to dissolve, terminate or adjust the agreement to these new conditions in consultation with Customer.
- 1.6.7** In case TINKiteasy performs on site(s) other than its own, Customer will provide facilities reasonably required, such as an office space and telecommunication facilities, free of charge.
- 1.7. Confidentiality / Non-competition**
- 1.7.1** Customer and TINKiteasy commit themselves to the confidentiality of all data and information about each other's organization, Customers, files and products which they become aware of while working for or on behalf of Customers of Customer. Data and information may only be used to implement the agreement between the parties.
- 1.7.2** TINKiteasy is entitled to mention the name and logo of Customer or its Customers to which the Products are provided on the website of TINKiteasy and/or to place name and/or logo of Customer on a reference list and present such to third parties.
- 1.7.3** Customer and its Users will during and for a period of 12 (twelve) months after termination or dissolution of the agreement have no direct or indirect business, employment or other similar relationships with any employee of TINKiteasy, without the written consent of TINKiteasy. Customer must ensure that its Users shall comply with the foregoing obligation.
- 1.7.4** In case of a violation of the provisions of Article 1.7.3, Customer without further notice is due a fine of € 50,000, - (fifty Euros) per breach, notwithstanding the right of TINKiteasy to demand reimbursement of damages in full.
- 1.8. Liability**
- 1.8.1** Total liability of TINKiteasy will, subject to Article 1.8.2 and 1.8.3, be limited to direct damages and

- then only up to the amount of the agreed price (excluding VAT) with a maximum of the amount payable by the insurer, were a series of events is regarded as one event.
- 1.8.2** If the agreement also includes a long term agreement of more than 1 (one) year and the liability of TINKiteasy stems from this agreement, the agreed price is set at the total of the fees (excluding VAT) actually paid by Customer to TINKiteasy based on this agreement over a period of 1 (one) year (this being the year when the damage occurred) with a maximum of the redemption amount payable by the insurer.
- 1.8.3** TINKiteasy is insured against damages. TINKiteasy is not liable for further losses and further (indirect) damages will not be reimbursed to Customer under this agreement, including possible claims of third parties to Customer. In any case reimbursement will never exceed what is covered and actually paid out by insurer plus TINKiteasy's own risk, unless in case of mal intent or deliberate recklessness.
- 1.8.4** TINKiteasy's total liability for damages by death or physical injury will in no case exceed € 1,000,000, - (one million Euro), a series of events is regarded as one event.
- 1.8.5** As direct damage are exclusively considered:  
a) Reasonable costs incurred in determining the cause and extent of the damage;  
b) Reasonable costs incurred to prevent or limit damage, if Customer demonstrates that these expenses resulted in mitigation of damages.
- 1.8.6** Liability of TINKiteasy for indirect damages, including consequential damages, loss of profits, lost savings, destruction or loss of files and/or data, delays, losses, damages caused by the lack of information and/or assistance by Customer, business interruption or damage claims by third parties on Customer, is expressly excluded.
- 1.8.7** Outside the case mentioned in Article 1.8 rests on TINKiteasy no liability for damages, regardless of the grounds on which an action for damages would be based.
- 1.8.8** TINKiteasy can only be held liable if Customer gives written notice to TINKiteasy of default, immediately and appropriately, mentioning a reasonable period for remedying the failure and then only after that period elapsed and TINKiteasy attributable continues to fail its obligations. The notice must give as detailed a description as possible of the shortcoming, so TINKiteasy is able to respond adequately.
- 1.8.9** The condition precedent for the existence of any right to damages is that Customer within 60 (sixty) days after the occurrence of the damage gives notice to TINKiteasy in writing by registered letter and takes the necessary measures so that the damage is minimized.
- 1.8.10** Customer indemnifies TINKiteasy against an and all claims for liability resulting from a defect in a product, system or service delivered or rendered by Customer to a third party and which product, system or service consisted in part of by what is delivered by TINKiteasy.
- 1.8.11** TINKiteasy accepts no liability for damages of any nature whatsoever caused by Third Party Products including but not limited to storage services, which TINKiteasy delivered to Customer. If possible, TINKiteasy will subrogate his rights to claim damages from the supplier of the Third Party Product in question to the Customer.
- 1.8.12** TINKiteasy is not liable for damages of any nature whatsoever arising from a failure to provide Support, Maintenance and/or Warranty.
- 1.8.13** TINKiteasy is also not liable for damages of any nature whatsoever arising from any data leak of personal data as far as this is the result of theft of loss of data carriers in the possession of Customer
- 1.9. Transfer**
- 1.9.1** The agreement between Customer and TINKiteasy and the rights and obligations resulting there from can not be transferred to third parties without prior written permission from TINKiteasy.
- 1.9.2** Customer authorizes TINKiteasy in advance to transfer the entire agreement, or parts thereof without the express consent of the Customer to:  
a) mother, sister and/or subsidiaries;  
b) a third party in the event of a merger or acquisition of TINKiteasy.  
If the latter occurs TINKiteasy will inform Customer.
- 1.10. Non-attributable shortcoming**
- 1.10.1** Neither party is obligated to fulfill any obligation if prevented from doing so due to circumstances beyond its influence, nor under the law, legal act or in the prevailing opinion should come at its expense. The aforementioned circumstances include circumstances beyond the control of TINKiteasy as well as business risks of TINKiteasy, including but not limited to, failures of suppliers of TINKiteasy, failure to timely availability of required information and/or specifications, changes to such provided data, not quite correct specifications and/or functional descriptions of Third Party Products and/or any third party products, bad weather, fire, explosion, power failure, faults in networks, flood, disease, lack of staff, strike or other labor disputes, accidents, acts of government, the impossibility of a required permit or consent, lack of materials, theft, traffic and/or transportation problems.
- 1.10.2** If force majeure of a temporary nature occurs TINKiteasy may suspend the agreement until the force majeure has ceased to exist, without any compensation being due.
- 1.10.3** TINKiteasy reserves the right, if a force majeure occurs, to demand payment for work completed which TINKiteasy before the announcement of the force majeure had already done.
- 1.10.4** In case of force majeure, which at least means malfunction or breakdown of the Internet, telecommunications infrastructure, synflood, network attack, DoS or DDoS attacks, power failures, civil unrest, mobilization, war, traffic congestion, strikes, lockouts, business interruptions, supply, fire, flood, import and export barriers and in the event that TINKiteasy by his own suppliers, for whatever reason, is unable to deliver and is therefore in a position with regard to which fulfillment of the contract cannot reasonably be expected from TINKiteasy, the execution of the agreement may be suspended or the agreement may be terminated if the force majeure has lasted longer than ninety days, all without any obligation to pay compensation.
- 1.11. Nullity**

- 1.11.1 If any provision (or part of a provision) of the agreement is void, annulled, voidable or lost its validity otherwise the remaining provisions (or the remaining portion of the relevant provision) of the Agreement remain in full force.
- 1.11.2 Parties shall with regard to terms (or parts of a term) which are void, annulled, voidable, or lost its validity otherwise, in consultation with each other try to reach a substitute arrangement, inasmuch as the parties shall strive that the scope of the agreement (or the remaining part in question) as a whole is maintained.
- 1.12. Applicable Law and Jurisdiction**
- 1.12.1 Dutch law is applicable, unless parties agree otherwise. Parties expressly declare that the Vienna Sales Convention (CISG) does not apply.
- 1.12.2 To the extent permitted by mandatory law all disputes that may arise from the Agreement will be submitted to the competent Dutch court in Amsterdam.
- 1.12.3 The foregoing shall not in any way exclude parties to take protective measures before applying to the competent Dutch court in order to preserve their existing rights.
- 2. Terms of Use of the Service(s)**
- 2.1. Terms of Use**
- 2.1.1 If the Service (also) is aimed at services for storage and/or transfer or making available any material to third parties, as in the case of SaaS services (web) hosting and/or e-mail services, this article applies.
- 2.1.2 If on request by the Customer a customer-specific application is part of the Service or is supported with the Service, TINKiteasy reserves the right to charge additionally in the case to its discretion TINKiteasy spends much time managing that application in the broadest sense, including updating and debugging.
- 2.1.3 Customer shall refrain from storing and/or distributing or make possible the distribution of material which is in violation of provisions of Dutch law, in any event including but not limited to material that is libelous, defamatory, offensive, racist, discriminatory or hateful, erotic or pornographic, infringe rights of third parties, in any event including but not limited to copyrights, trademark rights and image rights, a violation of privacy of third parties, in any event including but not limited to unauthorized spreading of personal data of third parties or repeated harassment by third parties through this unwanted communication, hyperlinks, torrents or similar information which Customer knows or should know that it refers to material that infringes on third party rights, unsolicited commercial, charitable or philanthropic information contained therein, or malicious content such as viruses or spyware.
- 2.1.4 In case TINKiteasy is informed by a third party of unlawful information on the servers of TINKiteasy, then TINKiteasy is entitled to remove the material or make it inaccessible. Also in that case TINKiteasy is free to provide personal data of Customer or User to the proper authorities. TINKiteasy shall inform Customer within a reasonable time as to the development of this procedure.
- 2.1.5 In case of possible criminal information, TINKiteasy is entitled to inform proper authorities on this information as well as with regard to the relevant Customer and TINKiteasy is entitled to full cooperate with official investigations.
- 2.1.6 Customer indemnifies TINKiteasy against all legal claims with respect to the Customer or its Users storing data, information, website(s) and the like. TINKiteasy is not liable for any damage that Customer may suffer by an act of TINKiteasy in the context of a notification of a criminal offense, even if the notification appears unjustified and was communicated by TINKiteasy to Customer and left without sufficient refutation.
- 2.1.7 Customer shall refrain from hindering other customers or internet users or interfere with or harm the servers. It is specifically prohibited to start processes or programs, either through the server or otherwise which Customer knows or reasonably should suspect that this hinders, obstructs or harms other customers or internet users. TINKiteasy notifies Customer of any measures it will take in this respect. TINKiteasy expressly reserves the right to remove harmful applications and Customer is liable for any resulting damage.
- 2.1.8 If agreed TINKiteasy shall provide Customer with an administrative username and password.
- 2.1.9 Customer can sign up new users by e-mail, who will deem to be accepted under the terms of the agreement and these General Terms and Conditions between TINKiteasy and Customer by return mail from TINKiteasy.
- 2.1.10 Without the explicit consent of TINKiteasy it is prohibited to provided username and/or password to third parties. TINKiteasy is not liable for the consequences of the loss of user names and passwords by User or Customer.
- 2.1.11 The use of the Service(s) by Customer or its Authorized Users shall be entirely the responsibility and risk of Customer. Customer will take reasonable measures to detect abuse and possibly prevent same. At the request of Customer TINKiteasy will assist in this respect.
- 2.1.12 TINKiteasy can set a maximum to the amount of storage or data transfer per month which Customer may use in connection with the Service(s). By exceeding that maximum TINKiteasy is authorized to charge an additional amount in accordance with the amounts for extra storage or data contained in the agreement. No liability exists for consequences of failure to send, receive, store or alter data if an agreed limit for storage space or bandwidth is reached.
- 2.1.13 Customer is responsible for its users. For any damage caused by a User, Customer is liable.
- 2.1.14 Customer shall refrain from any unauthorized use of the Service(s) and will act and behave in accordance with what may be expected by TINKiteasy a careful use of the Service(s).
- 2.1.15 Customer is not allowed to view or listen to video or audio recordings through the system of TINKiteasy, unless otherwise agreed.
- 2.1.16 Customer is not allowed to install its own software programs, unless otherwise agreed.
- 2.1.17 Customer may not act itself as a provider of the Service(s).
- 2.1.18 Customer is responsible for hardware and software that runs in her own location or at a location outside

- the influence of TINKiteasy. The preceding also means that Customer is responsible for proper Internet, hardware (router) etc. Customer is also responsible for the required minimum bandwidth. TINKiteasy can advise on the required minimum bandwidth, but this advice is not binding.
- 2.1.19** Customer hereby provides TINKiteasy with an unlimited license to all systems of Customer and all materials to distribute, store, transmit or copy in any manner deemed appropriate by TINKiteasy, but only to the extent necessary for the fulfillment of the Agreement by TINKiteasy.
- 2.1.20** In addition to Customer's obligations b operation of law, damage arising from incompetence of Customer or not acting in accordance with the agreement remains for the account of Customer.
- 2.1.21** With regard to both outgoing as well as incoming e-mail traffic the registration thereof within the platform of TINKiteasy is exclusively leading.
- 2.2. Advice**
- 2.2.1** All products and/or services which may be regarded as advice or have an advisory nature, including but not limited to Support (Article 2.3), Consultancy (Article 2.4), Project Management (Article 2.5), Feasibility Study (Article 4.1. 1) will only be rendered to best effort.
- 2.2.2** TINKiteasy is not responsible and/or liable for work arising from its advice to remain within the agreed budget, time schedules and other agreed upon conditions.
- 2.2.3** TINKiteasy will provide advice on the basis of specified conditions and information obtained from Customer as stated in Article 1.6. In case it appears that not all relevant information was been received and/or other problems and/or insights may arise, including but not limited to incompatibility issues (products that are incompatible with each other), the advice given may be adapted to this new situation.
- 2.3. Support**
- 2.3.1** Support includes oral (telephone) and written (email) advice regarding the use and operation of the Services.
- 2.3.2** Reports are made into calls and/or tickets. These are available via email and/or portals. Only tickets are proof problems are reported/solved. Customer is responsible for checking the receipt of a ticket.
- 2.4. Consultancy**
- 2.4.1** Consultancy includes giving verbal and/or written (technical) advice to Customer.
- 2.4.2** Consultancy by TINKiteasy is based on terms to be agreed.
- 2.5. Project management**
- 2.5.1** Project management includes managing, guiding and advising on projects to be described.
- 2.5.2** Project management by TINKiteasy is based on terms to be agreed.
- 2.6. Updates**
- 2.6.1** TINKiteasy provides updates of agreed applications and reserves the right to charge additionally for the time spent.
- 2.7. Domain and IP addresses**
- 2.7.1** In case the Service(s) (in part) includes TINKiteasy to mediate for Customer in obtaining a domain and/or IP address , this article applies.
- 2.7.2** Application, allocation and possible use of a domain and/or IP addresses may vary and is subject to the rules and procedures of the registering bodies, including the Foundation for Internet Domain Registration in the Netherlands. The relevant body decides on the allocation of domain names and/or IP addresses. TINKiteasy can only play an intermediary role and does not guarantee that a request will be honored.
- 2.7.3** TINKiteasy will confirm a requested domain name to be registered in writing. An invoice as to registration is no confirmation of registration.
- 2.7.4** Customer shall indemnify and hold harmless TINKiteasy for all damages related to (use of) a domain name or on behalf of Customer.
- 2.7.5** TINKiteasy is not liable for loss of Customer's right(s) on a domain name or the fact that the domain name is requested and/or obtained by a third party, except in case of willful misconduct or recklessness on the part of TINKiteasy.
- 2.7.6** In case TINKiteasy registers a domain name for Customer TINKiteasy will cooperate with requests from Customer to move, transfer or termination this domain. Customer must conform to the rules that registration authorities uphold for application, allocation or use of a domain name.
- 2.8. Availability and Maintenance**
- 2.8.1** TINKiteasy reserves the right to have the Service(s) temporarily out of service for maintenance, upgrading or improving the Service(s) and web servers. Such retirement will take place outside office hours as much as possible and Customer will be given timely notice of planned shutdowns. Such decommissioning of the Service(s) will never result in any damage(s) for TINKiteasy. Because the Services are delivered to multiple customers, it is not possible to provide only Customer with a particular change. TINKiteasy is not liable for any damages to customize the service with the exception of willful misconduct or gross negligence in respect of that customization.
- 2.8.2** TINKiteasy has the right to adept and/or amend its systems, including the Website, or parts thereof from time to time in order to improve the functionality and to correct errors. If an adjustment results in a significant change in functionality, TINKiteasy will notify Customer thereof. In case of changes that are relevant for multiple customers, it is not possible to refrain from a certain modification for one specific Customer. TINKiteasy is not liable for any damages caused by such modification.
- 2.8.3** TINKiteasy will to its best effort ensure uninterrupted availability of its systems and networks and access to data stored with TINKiteasy, but this provides no warranties, unless otherwise agreed in the offer or through an electronic ordering process as so designated in the Service Level Agreement. To the extent a Service

- Level Agreement does not provides otherwise, this article applies.
- 2.8.4** TINKiteasy will endeavor to inform Customer about the nature and expected duration of the interruption, in the event of unavailability of the Service(s), by failure, maintenance or other causes.
- 2.8.5** TINKiteasy will make regular backups of Customer's data stored with a retention time of 15 days, and upon request make those backups available to Customer. These backups can after completion or termination of the Agreement at any time be destroyed. It is the responsibility of the Customer to request a backup on termination or dissolution.
- 2.8.6** TINKiteasy will endeavor to keep its software up to date but is dependent on its supplier(s). TINKiteasy is entitled not to install certain updates or patches if it believes it does not benefit a correct delivery of the Service(s).
- 2.8.7** If in the opinion of the TINKiteasy a threat arises to the functioning of the computer system or the network of TINKiteasy or its affiliated third parties and/or the services provided through a network, in particular because of excessive sending of e-mail or other data, poorly secured systems or activities of viruses, Trojans and similar software, TINKiteasy is entitled to take all measures that it reasonably deems necessary to avert this danger.
- 2.9. Use of Identification Information**
- 2.9.1** Identification information will only be made available to Customer for use of Services. Customer will be careful with this identification information. In case of loss or theft and/or other forms of unauthorized use Customer will notify TINKiteasy so that parties can take appropriate measures.
- 2.9.2** Customer shall bear all responsibility, liability and costs caused by the use of the identification information, used and/or distributed by Customer. In no event shall TINKiteasy be liable for the abuse and/or unlawful use of identification information.
- 2.9.3** When reasonable suspicion that abuse or unauthorized use is being made of the identification information of Customer, TINKiteasy may give instructions to Customer.
- 2.9.4** If it is determined that abuse is being made of the identification information or that Customer has not followed the instructions referred to in Article 2.9.3 Customer is immediately in default.
- 2.10. Customer Content**
- 2.10.1** TINKiteasy has no control over and/or insight into the content of the data to and from Customer. TINKiteasy only acts as a conduit. TINKiteasy makes no guarantees regarding the content of data regarding amongst other reliability and/or completeness.
- 2.10.2** Customer is responsible for and owner of the content of traffic coming from Customer. Customer shall indemnify and hold harmless TINKiteasy for any kind of claim, complaint or dispute of a third party in connection with (the contents of) the data or information provided by Customer.
- 2.11. Personal Information and Privacy**

- 2.11.1** Customer agrees with the Data Process Agreement of TINKiteasy and authorizes the processing of personal data as set out in the privacy statement of TINKiteasy.

### 3. THIRD PARTY PRODUCTS

#### 3.1. Third Party Products

- 3.1.1** TINKiteasy is entitled to provide Third Party Products or Third Party Products involved in fulfilling its obligations under the agreement. TINKiteasy is not responsible for Third Party Products, unless otherwise agreed in writing.
- 3.1.2** In case TINKiteasy delivers Third Party Products to Customer, in addition to these General Terms and Conditions also Third Party general terms and conditions apply to the agreement.
- 3.1.3** TINKiteasy provides rights to Third Party Products under the conditions as specified in the Third Party general terms and conditions.
- 3.1.4** There will be no Maintenance, Support or other services with respect to Third Party Products, unless otherwise agreed in writing.

#### 3.2. General Terms and Conditions of Third Party

- 3.2.1** Third Party terms and conditions as applicable shall, if available to TINKiteasy, be sent upon request. The general terms and conditions of Third parties will be made available in the same format and language as TINKiteasy received them.
- 3.2.2** These General Terms and Conditions have priority over the Third Party general terms and conditions unless otherwise indicated. In case of conflict between the General Terms and Conditions of TINKiteasy and Third Party, TINKiteasy will decide what provision applies.

### 4. FEASIBILITY STUDY

#### 4.1. Feasibility Study

- 4.1.1** A Feasibility Study is a study that TINKiteasy can execute before proceeding to deliver the Service(s). The purpose of the Feasibility Study is to provide customer at an early stage with information on the feasibility of the assignment.
- 4.1.2** Based on the findings arising from the Feasibility Study TINKiteasy will provide a positive or negative advice on the feasibility of the assignment. A positive advice usually means that TINKiteasy will deliver the Service(s). A negative advice means that TINKiteasy will reject deliver of Service(s) and will propose an alternative if possible.
- 4.1.3** The cost of the Feasibility Study will be paid for by Customer regardless of the outcome of the Feasibility Study.

### 5. PRICES / PAYMENTS

#### 5.1 Prices and Payments

- 5.1.1** All prices are in Euros and exclude VAT and other levies imposed by the government. The amounts due that will be charged do include VAT and any government levies.

- 5.1.2 All prices on the Website, brochures, price list(s) and/or other means of communication of TINKiteasy are subject to programming errors and typos. For the consequences of such errors no liability is accepted.
- 5.1.3 If the Agreement is a long term contract TINKiteasy is entitled at any time to make price changes. Customer shall be given notice at least 2 (two) months in advance of any rate or price changes. Customer has the right to terminate the Agreement, subject to a notice period of 1 (one) month at a rate or price change of more than 5%.
- 5.1.4 Notwithstanding the preceding article 5.1.3, TINKiteasy is entitled in case of a long term agreement to increase the price annually, with up to 5%, without the opportunity for Customer to terminate.
- 5.1.5 The fees payable to TINKiteasy will be invoiced in advance with payment due within 14 days after invoicedate and collected by means of a (continuous) authorization annually or monthly by direct debit from the account of Customer, unless otherwise agreed.
- 5.1.6 In case automatic collection (debit) proves to be impossible due to insufficient funds or any other reason, Customer is automatically in default without a notice being required.
- 5.1.7 All TINKiteasy's costs concerning enforced collection arising from the Agreement are borne by Customer.
- 5.1.8 At late payment, in addition to the amount owed and the interest payable, Customer is obliged to full compensation of both judicial and extrajudicial collection costs, including costs for lawyers, bailiffs and collection agencies.
- 5.1.9 A claim for payment is immediately due when Customer is in a state of bankruptcy or a moratorium or complete seizure on assets of the Customer is placed, or when customer dies or is liquidated or dissolved.
- 5.1.10 In the aforementioned cases TINKiteasy also reserves the right to postpone implementation of the Agreement or any portion thereof without notice or judicial intervention, or to terminate or suspend the Agreement, without right to compensation for damages to Customer that might occur. In case of suspension TINKiteasy will block access to the files of Customer as well as access to the Service(s). Access is granted again once Customer paid the outstanding amount. TINKiteasy is entitled to charge a reconnection fee of 150 euro excluding VAT.

## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. **Rights of TINKiteasy and Customer**
- 6.1.1 All intellectual property rights on all developed or made available works in the context of the Service(s), including but not limited to custom made work, and the preparatory materials are held exclusively by TINKiteasy or its licensors. Any deviation from the above is only valid if explicitly agreed in a written and signed document and then applies only to the works mentioned in such agreement.
- 6.1.2 Customer shall only acquire the use and powers as agreed in writing or arising out of or in connection

with the Agreement and otherwise Customer will not reproduce or disclose the works.

- 6.1.3 Customer is not allowed to remove or change any indication concerning copyrights, trademarks, trade names or other intellectual property rights from the works, including any indications concerning the confidential nature and secrecy of the work, unless otherwise agreed in writing.
- 6.1.4 TINKiteasy is allowed to take technical measures to protect the works. In case TINKiteasy by means of technical measures protected its works, Customer is not permitted to remove or avoid these measures unless agreed otherwise in writing.
- 6.1.5 Every use, duplication or disclosure of works outside the scope of the Agreement or usage rights granted shall be regarded as a violation of copyright. Customer will immediately be due an amount of € 10.000,-, not being subject to judicial mitigation, per infringing act and each day that this continues, payable to TINKiteasy, notwithstanding the right of TINKiteasy to claim full damages caused by the breach or to take other legal action in order to terminate the infringement

### Contact information

If after reading our General Terms and Conditions you should have questions, complaints or comments, please do not hesitate to contact us.

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