

GENERAL TERMS AND CONDITIONS

Cloud Services

TinkConnect

TinkConnect is a tradename used by TINKiteasy B.V.

February 2023

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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 B.V., hereinafter to be referred to as "Tink", and all agreements and/or any other legal relations between Customer and Tink, 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 Tink 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 Tink 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** Tink 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 Tink 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 TINK and these General Terms and Conditions apply to all of them.
- 1.1.7** The (sub)headings in 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 B.V.

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 Tink consequently has an Agreement.
- 1.2.3** Feasibility study
As further described in Article 4.1.1.
- 1.2.4** First-Line Support
Simple Support by the Tink department responsible for the registration, analysis and further routing of the Report.
- 1.2.5** Identification
Log-in names, passwords, address data and / or other codes.
- 1.2.6** Month
Calendar month
- 1.2.7** Notification
Message from the Customer, in any case by e-mail and if possible also by telephone, to Tink First-Line

Support. Time of Notification is the time at which the Notification is received by Tink.

- 1.2.8** On-site Support
Support on Customer location.
- 1.2.9** Outside Office Hours
Between 18:00-08:00 CET, Saturdays, Sundays and Public Holidays.
- 1.2.10** Second-Line Support
- 1.2.11** Specialized Support by internal experts of Tink such as system administrators, network administrators, programmers and architects.
- 1.2.12** Service(s):
Among other things, Tink makes available to Customer Microsoft Cloud Products subject to applicability of the current Microsoft Customer Agreement and/or terms and conditions of the relevant third parties. If so desired, Tink can offer suitable products from (other) Suppliers for the purpose of making (extra) back-ups. Variable retention times apply for different data (backups). Tink is never responsible for the usability of backups.
- 1.2.13** Subsequent Calculation
After completion of the work to be performed, all costs actually incurred in connection with the work will be charged.
- 1.2.14** Suppliers
All third parties engaged by Tink, such as, for example, but not exclusively Microsoft, whose services and products are offered by Tink and in respect of which Third-Line Support is assigned to those third parties.
- 1.2.15** Support
As further described in Article 2.3.
- 1.2.16** 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.
- 1.2.17** Third-Line Support
Support performed by Supplier experts.
- 1.2.18** Third Party Products
All (storage) services and products provided by Tink and originating from third parties and whose intellectual and/or industrial property rights do not belong to Tink.
- 1.2.19** Tink
Tink 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 Terms and Conditions applicable. In any case Tink B.V. is the supplier of the Service(s) to Customer.
- 1.2.20** User
The (final) customer / (end) user of the Customer to whom Services are delivered and who is actually using these Services.
- 1.2.21** 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 Tink are only valid and binding if confirmed in writing by authorized representatives of Tink.

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 Tink 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, Tink 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 Tink, 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 offer; 3. the Microsoft Customer Agreement; 4. these General Terms and Conditions 5. any agreed additional conditions.

1.5. Agreements

- 1.5.1 In case a proposal, contract or other similar legally binding document is sent to Customer and Customer fails to return this document signed to Tink, by way of first payment Customer is considered to fully 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 Tink is similar to that of the agreement where it is related to.
- 1.5.3 An agreement between Customer and Tink 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 to unsubscribe a User or Service or part thereof with due observance of a notice period as stated in the Microsoft Customer Agreement or in the terms and conditions of the relevant Supplier. For the other services as provided by Tink, other than the Services by Suppliers, agreements can be made in individual cases regarding cancellation, extension and costs thereof or in connection therewith. Tink can charge the Customer one-off connection or closing costs for both registration and deregistration of Users. For the rest, the provisions of Articles 1.5.1 and 1.5.2 above also apply in this regard.
- 1.5.5 Termination of the agreement, as described in Article 1.5.3, takes place within two (2) calendar months prior to the month of extension and must therefore be no later than the last Business Day of the third calendar month prior to the month in which the extension of the agreement comes into effect by Tink. With correct cancellation, Tink will charge the entire last calendar month of the agreement in full.
- 1.5.6 Each party is entitled to terminate the contract by registered letter without judicial intervention, in whole or in part, in case a defaulting party after being presented with written notice stating a reasonable time to remedy such default failed to do so.
- 1.5.7 Tink has the right, with immediate effect and without judicial intervention, to terminate or cancel

the agreement and/or the offers in whole or in part by means of an extrajudicial statement, if the Customer submits a request for statutory debt rescheduling, if bankruptcy or suspension of payment is filed against the Client or if the Client is declared bankrupt or if a suspension of payments is granted or if the Client's company is liquidated or terminated, other than for the purpose of reconstruction or -merging of companies. In these cases, any claim of Tink against the Customer is immediately and fully due.

- 1.5.8 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.
- 1.5.9 Whenever asked or obliged to perform migration activities, Tink will charge on an hourly basis (Subsequent Calculation) for this migration and will not commence until thus charged migration costs and/or any other outstanding unpaid invoices are met.
- 1.5.10 At the end of the agreement, for whatever reason, Customer grants Tink permission to delete all files, insofar as these files concern personal data for use in Tink's own administration, after a period of 30 days. Customer must take care of the removal and destruction of data, including personal data, such as these are present with Suppliers through the delivery of the Service and any additional (back-up) services, unless prior written agreements have been made with Tink.
- 1.6. **Participation / Accountability Customer**
- 1.6.1 All work is performed by Tink based on the data, information, requests and / or requirements made known to Tink 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 Tink (the migration) it is assumed that all data are readily available, readable and not damaged. If this is not the case, Tink can charge additional costs for migration. Tink 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 Tink 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, Tink 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 Tink 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 Tink 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 Tink 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** Tink is entitled to mention the name and logo of Customer or its Customers to which the Products are provided on the website of Tink 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 Tink, without the written consent of Tink. 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 thousand Euros) per breach, notwithstanding the right of Tink to demand reimbursement of damages in full.
- 1.8. Liability**
- 1.8.1** Total liability of Tink 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 Tink stems from this agreement, the agreed price is set at the total of the fees (excluding VAT) actually paid by Customer to Tink 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** Tink is insured against damages. Tink 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 Tink's own risk, unless in case of mal intent or deliberate recklessness.
- 1.8.4** Tink'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 Tink 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 Tink no liability for damages, regardless of the grounds on which an action for damages would be based.
- 1.8.8** Tink can only be held liable if Customer gives written notice to Tink of default, immediately and appropriately, mentioning a reasonable period for remedying the failure and then only after that period elapsed and Tink attributable continues to fail its obligations. The notice must give as detailed a description as possible of the shortcoming, so Tink 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 Tink in writing by registered letter and takes the necessary measures so that the damage is minimized.
- 1.8.10** Customer indemnifies Tink 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 Tink.
- 1.8.11** Tink accepts no liability for damages of any nature whatsoever caused by Third Party Products including but not limited to storage services, which Tink delivered to Customer. If possible, Tink will subrogate his rights to claim damages from the supplier of the Third Party Product in question to the Customer.
- 1.8.12** Tink is not liable for damages of any nature whatsoever arising from a failure to provide Support, Maintenance and/or Warranty.
- 1.8.13** Tink 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 Tink and the rights and obligations resulting there from cannot be transferred to third parties without prior written permission from Tink.
- 1.9.2** Customer authorizes Tink 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 Tink.
If the latter occurs Tink 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 Tink as well as business risks of Tink, including but not limited to, failures of suppliers of Tink, 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 Tink may suspend the agreement until the force majeure has ceased to exist, without any compensation being due.
- 1.10.3 Tink reserves the right, if a force majeure occurs, to demand payment for work completed which Tink 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 Tink 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 Tink, 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 In case agreed upon Tink will provide Customer with an administrative username and password.
- 2.1.2 Customer can register new Users by email.
- 2.1.3 Customer is responsible for Hardware and applications that run at its own location or at a location outside Tink's sphere of influence. Tink does not give any guarantee in this regard. The aforementioned also means that the Customer must ensure a proper internet connection, hardware (router) etc. itself. Customer is responsible for the required minimum bandwidth. Tink can advise on the required minimum bandwidth, but this advice is completely non-binding.

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 Tink 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 Tink 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.
- 2.3.3 Support takes place on a 'best effort' basis, unless otherwise agreed in a Service Level Agreement.

2.4. Consultancy

- 2.4.1 Consultancy includes giving verbal and/or written (technical) advice to Customer.
- 2.4.2 Consultancy by Tink 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 Tink is based on terms to be agreed.

2.6. Use of Identification Information

- 2.6.1 Tink will only make Identification Data available to the Customer for the use of the Service. Customer will handle this Identification Data with care. In the

event of loss, theft and/or other forms of unlawful use, Customer will inform Tink of this, so that parties can take appropriate measures. Customer bears all responsibility, liability and costs caused by the use of the Identification Data, used and/or distributed by Customer. Under no circumstances is Tink liable for the misuse and/or unlawful use of the Identification Data.

2.7. Personal Information and Privacy

2.7.1 Customer agrees to the Microsoft Customer Agreement and, where appropriate, to Data Processing Agreement and/or terms and conditions of other Suppliers. Tink is not a processor of personal data as further defined in the GDPR (AVG).

3. THIRD PARTY PRODUCTS

3.1. Third Party Products

3.1.1 Tink is entitled to provide Third Party Products or Third Party Products involved in fulfilling its obligations under the agreement. Tink is not responsible for Third Party Products, unless otherwise agreed in writing.

3.1.2 When separate contracts (with third parties) whether or not under the same customer number are concluded when providing Products from Suppliers, for example but not exclusively for the benefit of the Service, the provisions of Articles 1.5.1 and 1.5.2 apply an equal footing with regard to the conclusion of the related (partial) agreements or addenda.

3.2. General Terms and Conditions of Third Party

3.2.1 In case Tink supplies products from Suppliers or rights thereto to Customer, then the (General) Terms and Conditions and delivery conditions of Suppliers also apply in addition to these General Terms and Conditions.

3.2.2 Third Party terms and conditions as applicable shall, if available to Tink, be sent upon request. The general terms and conditions of Third parties will be made available in the same format and language as Tink received them.

4. FEASIBILITY STUDY

4.1. Feasibility Study

4.1.1 A Feasibility Study is a study that Tink 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 Tink will provide a positive or negative advice on the feasibility of the assignment. A positive advice usually means that Tink will deliver the Service(s). A negative advice means that Tink 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 Tink are subject to programming errors and typos. For the consequences of such errors no liability is accepted.

5.1.3 In Case the Agreement is a continuing performance contract, Tink is entitled to change the rates applied at any time. Tink will inform the Client of its own rate changes at least 2 (two) months in advance. In the event of a price increase of more than 5%, the Customer has the right to terminate the Agreement, subject to a notice period of 1 (one) month. Tink cannot exercise any influence on price adjustments by Suppliers, which will therefore be charged directly to Customer.

5.1.4 Notwithstanding the preceding article 5.1.3, Tink 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 Tink will be invoiced in advance with payment due within 14 days after invoice date 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 Tink'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 Tink 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 Tink 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. Tink is entitled to charge a reconnection fee of 150 euro excluding VAT.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Rights of Tink 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 Tink 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 Tink is allowed to take technical measures to protect the works. In case Tink 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 Tink, notwithstanding the right of Tink 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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