

General terms and conditions

The service 'Betty Blocks Platform' is offered to you via the Internet by way of an Application Platform as a Service (aPaaS) by the company Betty Blocks b.v. The Betty Blocks Platform will enable you to develop company and other applications and configurations without programming. The use of the Betty Blocks Platform is subject to the conditions set out below. By making use of and/or purchasing the Betty Blocks Platform, you agree to these conditions.

Article 1. Ownership rights and rights of use

1. The Betty Blocks Platform is the intellectual property of Betty Blocks.
2. Betty Blocks hereby grants you a non-exclusive, non-transferable right of use with regard to the Betty Blocks Platform for the duration of the agreement.
3. You acquire the intellectual property rights to the applications and the associated documentation that you, Betty Blocks or third parties on your behalf create with the aid of the Betty Blocks Platform, provided that these rights accrue to you by law.
4. Betty Blocks will treat the applications created for the benefit of the applications referred to in the preceding paragraph as confidential Client information and will not make them available to third parties without the Client's separate permission. However, Betty Blocks cannot rule out that another client might choose a similar configuration, as this is beyond its control.
5. Data that you store or process via the Betty Blocks Platform are and remain your property (or that of your suppliers). Betty Blocks has a limited right to use these data to perform the agreement and facilitate the use of the Betty Blocks Platform, including for future aspects thereof. You may revoke the right of use by deleting the relevant information and/or terminating the agreement.
6. You will not be given access to the source code of the Betty Blocks Platform.
7. Betty Blocks will not access data you store and/or distribute via the Betty Blocks Platform, unless this is required for the proper provision of the services, or

Betty Blocks is obliged to do so pursuant to a legal provision or a court order. In such case, Betty Blocks will undertake to limit access to the information as much as possible, to the extent this is within its power.

Article 2. Rules of use Betty

1. It is prohibited to use the Betty Blocks Platform for activities that conflict with Dutch law or other applicable laws and regulations. This includes using the service to store or spread information that is defamatory, libellous or racist.
2. In particular, it is prohibited to use the Betty Blocks Platform in such a way that it inconveniences or hinders other users. This includes using your own scripts or programs to upload or download large quantities of data, or excessive use of the service.
3. If Betty Blocks ascertains that you have violated the above conditions, or receives a complaint, it will give you a warning. If this does not lead to a satisfactory solution, Betty Blocks itself may intervene to end the violation. In urgent or serious cases, Betty Blocks may intervene without warning.
4. If, in the opinion of Betty Blocks, the operation of the Betty Blocks Platform or the operations of third parties and/or the provision of services via the Internet are obstructed, damaged or otherwise put at risk, Betty Blocks is authorised to take all reasonable measures it deems necessary to avert or prevent such risk.
5. You are required to block unauthorised access to your account by means of a user name and password. In particular, you must keep this password strictly confidential. Betty Blocks may assume that everything that takes place through your account following a login using your user name and password is carried out under your direction and supervision. This means that you are liable for all these actions, unless you have informed Betty Blocks that another person knows your password.
6. Betty Blocks may recover from you any losses or damage suffered as a result of violation of these rules of conduct. You indemnify Betty Blocks against all third-party claims pertaining to losses or damage arising from a violation of these rules of use.

7. You are gained access to the customer portal ("my.bettyblocks.com") provided by the Betty Blocks Platform. The choices you make in this portal are binding, and Betty Blocks' log files are deemed to be conclusive evidence.

Article 3. Privacy and security

1. You process personal details through the Betty Blocks Platform. In this context, Betty Blocks acts as the data processor within the meaning of the Dutch Personal Data Protection Act (Wet bescherming persoonsgegevens), while you bear ultimate responsibility. You indemnify Betty Blocks against any claims from interested parties pursuant to the above Act.
2. Betty Blocks will ensure an appropriate level of security considering the risks involved in processing the data to be protected and the nature thereof. This will nevertheless only apply if and insofar as such data are located within the Betty Blocks infrastructure.
3. Betty Blocks uses SSL certificates to ensure the safe transmission of data and communication.
4. For additional arrangements regarding the processing of personal data, the parties may enter into a data processing agreement.

Article 4. Continuity

1. Betty Blocks will inform you immediately if its financial position deteriorates to such an extent that the business continuity of Betty Blocks or the continuity of the operation of the Betty Blocks Platform is at risk or is jeopardised. In such case, the parties will – as soon as possible – discuss the consequences for the operation of the Betty Blocks Platform and the possible solutions to safeguard business continuity and the continuity of the services. Betty Blocks has taken legal and practical measures to safeguard its continuity.

Article 5. Availability and maintenance

1. Betty Blocks will make every effort to ensure the services are available, but does not guarantee uninterrupted availability.
2. Betty Blocks actively maintains the Betty Blocks Platform. In the event that maintenance is expected to

lead to a limitation in availability, Betty Blocks will carry this out outside of office hours. Where possible, maintenance will be announced in advance. Maintenance in connection with calamities may take place at any time and will not be announced in advance.

3. Betty Blocks may adjust the functionality of the Betty Blocks Platform from time to time. Your feedback and suggestions in respect thereof are welcome, however, Betty Blocks itself will ultimately decide which adjustments to make or not.
4. A backup will be created of your data every day. The time at which the backup will be created will be determined by Betty Blocks. The creation of a backup is a Betty Blocks service and is without guarantee.
5. The parties may enter into a Service Level Agreement regarding additional conditions for availability and maintenance.

Article 6. Development of applications

1. In the event that Betty Blocks will develop applications for you, Betty Blocks will make every effort to deliver the applications as soon as possible.
2. 'Delivery' is in any case deemed to have taken place if one of the following situations applies:
 - you use the application;
 - Betty Blocks has informed you that the application is available;
 - Betty Blocks has confirmed delivery of the application either in writing or electronically.
3. The delivery dates given by Betty Blocks will always be an indication only, unless it is expressly stated in writing that the date is a final delivery date. Betty Blocks will only be deemed to be in default, including with respect to an agreed final delivery date, after you have declared Betty Blocks to be in default in writing.
4. Exceeding agreed delivery dates for whatever reason does not give rise to a right to compensation, including compensation for loss due to delay.
5. You must evaluate and either approve or reject the application within seven days of its delivery. If you do not reject the results (either fully or partially) on the basis of the agreed functional or technical specifications, the results will be deemed to have been endeavoured to eliminate the reason for the rejection as quickly as possible. Betty Blocks may do so by revising

the result or by justifying why the reason provided by the Client does not hold. If Betty Blocks succeeds in the above, the result or the application will be deemed to have been accepted by both parties.

Article 7. Additional work

1. In the event of Betty Blocks performing work or providing other services at your request or with your prior approval that go beyond the content or scope of the agreed work and/or services, you will pay for such work or services retrospectively on the basis of actual costs, at Betty Blocks' usual rates. Betty Blocks will under no circumstances be obliged to comply with such a request and can require that a separate written agreement be entered into for that purpose.
2. You accept that the work or services as referred to in this article can affect the agreed or anticipated time of completion of the services provided and your and Betty Blocks' mutual responsibilities. The need for or occurrence of additional work during the performance of the agreement never constitutes a reason for you to give notice of termination or to dissolve the agreement. To the extent a fixed price is agreed upon for the provision of the services, Betty Blocks will, upon request, inform you in writing of the financial consequences of the additional work or the services as referred to in this article.

Article 8. Compensation

1. A monthly fee is charged for the use of the Betty Blocks Platform. Unless otherwise agreed, this fee must always be paid in advance.
2. Payment can be made through direct debit collection or by transferring the amount to Betty Blocks' bank account yourself.
3. Betty Blocks is authorised to adjust its rates on 1 September of every year on the basis of the CBS consumer price index (all households), series 2006=100, for January relative to January of the preceding year, to a maximum of 4%.
4. Betty Blocks is always authorised to require you to provide sufficient security to ensure that you can perform your payment obligations.
5. If you fail to pay the invoices for the use of the Betty Blocks Platform, Betty Blocks has the right to terminate

the use of the Betty Blocks Platform, as well as the use of other services that you purchase from Betty Blocks and/or affiliated companies.

6. In the event that you fail to pay by the due date, in addition to the amount owed and the interest due, you will be obliged to pay all the judicial and extrajudicial collection costs, including the costs of lawyers, bailiffs and debt-collection agencies. Moreover the full amount of the remaining period of the agreement is due and payable immediately to Betty Blocks and Betty Blocks is entitled to suspend other services.

Article 9. Liability

1. Except in the event of intent or gross negligence, Betty Blocks' liability is limited to the amount that you have paid for the three months preceding the event that caused the loss, up to a maximum of EUR. 25,000 on an annual basis.
2. Betty Blocks is expressly not liable for indirect losses, consequential loss, loss of profit, lost savings and losses due to business interruption.
3. Any right to claim compensation will at all times be subject to the condition that you notify Betty Blocks of the loss, in writing, within 30 days of its discovery.
4. You indemnify Betty Blocks against and will compensate Betty Block in full for any third-party claims.
5. In the event of force majeure, Betty Blocks will under no circumstances be liable for compensation of the loss you suffer as a result. Force majeure includes failures or outages of the Internet or the telecommunication infrastructure, a (d)dos attack, power failures, civil unrest, mobilisation, war, transport disruptions, strikes, lockouts, business interruptions, stagnation in deliveries, fire and floods.

Article 10. Duration and cancellation of the Agreement

1. This agreement commences as soon as you first make use of the service and subsequently runs for a year.
2. After this period, the agreement will be tacitly renewed for the same period each time. You may cancel the agreement by the end of the term referred

paragraph 1, subject to a notice period of two months. This notice period also applies to Betty Blocks.

Article 11. Amendment of the conditions

1. Betty Blocks may change these conditions as well as the prices at any time.
2. Betty Blocks will announce the changes or additions at least thirty days before they take effect by means of the Betty Blocks newsletter sent by email, to notify you thereof.
3. If you do not wish to accept a change or addition, you may cancel the agreement until the date it takes effect. Use of the Betty Blocks Platform after the effective date of the agreement will be considered as acceptance of the changed or additional conditions.

Article 12. Other provisions

1. This agreement is governed by Dutch law. Disputes will be submitted to the District Court of Noord-Nederland located in Alkmaar.
2. The version of communication or information as saved on file by Betty Blocks is deemed to be correct, unless you provide evidence to the contrary.

3. You declare that you agree to receive communication by email at the email address that you have provided to Betty Blocks.

4. Betty Blocks is authorised to assign its rights and obligations under the agreement to a third party taking over the Betty Blocks Platform or the relevant business activity from Betty Blocks.

5. If any provision in these conditions is found to be void, this will not affect the validity of the conditions as a whole. In that case, the parties will replace that provision by one or more new provisions reflecting the purport of the original provision as far as is possible under the law.

6. In the event of a conflict between the provisions in the documents below, the following order of precedence applies:

- 1. the agreement;
- 2. the Service Level Agreement;
- 3. any appendices (including the data processing agreement);
- 4. these General Terms and Conditions;
- 5. any supplementary conditions.