

GENERAL TERMS AND CONDITIONS

Article 1. Definitions

In this Article the following terms are understood to mean:

- 1.2. Eppix: Eppix is a trade name of Maslon B.V., having its corporate seat in Elst, the Netherlands, in the municipality of Overbetuwe, and registered in the Commercial Register of the Chamber of Commerce under file number 09199361.
- 1.2. Client: any natural or legal person Eppix has concluded an Agreement with.
- 1.3. Agreement: The assignment by the Client to Eppix, as included in the offer drawn up by Eppix and the Client. In the absence of a written arrangement, the Client will be considered to agree to the offer if the Parties have already commenced the execution of the work commissioned. In the absence of an offer, the contents of the Agreement will be determined by all conversations and correspondence from which the assignment and its conditions can be deduced.

Article 2. Applicability

- 2.1. The General Terms and Conditions shall apply to all (legal) acts between the Parties, even if they should not result in or be related to an Agreement.
- 2.2. Unless explicitly agreed otherwise and in writing, the applicability of any other general terms and conditions is excluded.
- 2.3. Provisions deviating from the General Terms and Conditions will only be valid if explicitly agreed in writing.
- 2.4. If any provision of these General Terms and Conditions or an Agreement proves to be void or is voided, this will not affect the validity of the General Terms and Conditions or the Agreement. The Parties will enter into discussion to agree on a new provision to replace the void or voided provision, which corresponds as closely as possible to the object and purport of the void or voided provision.

Article 3. Formation and content of the Agreement

- 3.1. All offers submitted by Eppix are non-binding until such moment that the Client has accepted the offer. Acceptance, however, must take place within 30 days after the offer was sent, in default thereof the offer will expire.
- 3.2. After acceptance the Client acknowledges the offer's correctness.
- 3.3. An Agreement is concluded at the moment Eppix has received the acceptance of the offer. If acceptance was realised orally, the Client bears the burden of proof.
- 3.4. If in response to the offer the Client proposes alterations to the assignment, an Agreement will not be concluded until after Eppix has explicitly accepted such alteration proposals.
- 3.5. All prices stated by Eppix are exclusive of VAT, administrative costs and any additional levies and/or costs, unless stated otherwise.
- 3.6. In case of a written request by the Client, the content of the Agreement after its conclusion may only be altered in such a way as Eppix has explicitly and in writing specified towards the Client in response to such a request. Insofar as the alterations requested by the Client are not of a minor nature, their costs will be regarded by Eppix as contract extras and the Agreement will be continued in its altered form, in accordance with what was specified by Eppix to the Client.
- 3.7. The Client is obliged to cooperate with Eppix insofar as necessary for the execution of the Agreement.
- 3.8. In the execution of the Agreement, the Client will make all necessary facilities available to Eppix, such as, but not limited to, electricity, light, telecommunication and auxiliary materials, at its own cost.
- 3.9. If any delay should occur in the delivery and/or execution of the Agreement on the part of Eppix, which arises directly or indirectly from the Client's failure to provide the necessary cooperation, Eppix will take such legal actions as are necessary for the execution of the Agreement and all related costs will be for the account of the Client as being damage or loss on the part of Eppix.
- 3.10. Eppix is entitled to engage auxiliary persons, including employees, for the execution of the Agreement. The related costs will in principal be for the Client's account, unless engaging such auxiliary persons was not specified in the Agreement nor further agreed upon. Eppix will not be held liable for errors made by such auxiliary persons.
- 3.11. The Client guarantees the correctness of the documents it submitted and is fully responsible for them, both for the file submitted and for its content.

Article 4. Execution of the Agreement

- 4.1. Eppix will execute the Agreement to the best of its knowledge and ability.
- 4.2. Eppix cannot guarantee that the result desired by the Client will always be achieved with the work it executes.
- 4.3. The Client will promptly provide Eppix with all information and data Eppix indicates are necessary for the execution of its activities. If any information or data necessary for the execution of the Agreement are not provided to Eppix in time, Eppix will be entitled to suspend the execution of the Agreement.
- 4.4. If it has been agreed that the Agreement will be executed in stages, Eppix may suspend the execution of the components of a later stage until such moment that the Client has approved and/or paid for the results of the previous stage.
- 4.5. If the Client does not, not promptly or not entirely perform its obligations arising from the Agreement, Eppix will be entitled to suspend its activities until the Client's shortcoming is resolved.
- 4.6. Eppix will be entitled to rely on force majeure, if the circumstance preventing (further) performance occurs after Eppix should have performed its undertaking. If the period in which Eppix is unable to perform its obligations by reason of a force majeure situation lasts any longer than two weeks, each of the Parties will be authorised to terminate the Agreement before the end of the term, without creating a right to compensation of damages for the other Party.

Article 5. Completion of the Agreement

- 5.1. If in the Agreement a term was agreed for the completion of certain work, this will at all times be an indicative term, and never a final deadline.
- 5.2. If, irrespective of the circumstances and causes, Eppix expects to breach a time limit, Eppix will inform the Client as soon as possible thereof.

Article 6. Payment

- 6.1. Payments must be made within thirty days of the invoice date, unless agreed otherwise in writing.
- 6.2. Payment of domain name registrations, licence and maintenance costs will be made twelve months in advance.
- 6.3. If the Client has not complied with its payment obligations within the time limit stipulated in Article 6.1, it will be in default by operation of law and a statutory commercial interest on the invoice amount will be payable by the Client without further notice of default. Extrajudicial costs will also be payable by the Client immediately after it has come to be in default to the amount of the costs actually incurred, amounting to at least 10% of the principal amount exclusive of VAT.
- 6.4. If the Client fails to comply with its payment obligations, Eppix will be entitled to suspend and/or discontinue its service provision.

Article 7. Confidentiality

The Parties are obliged to maintain confidentiality with regard to all information provided to each other and of which they know or should reasonably understand it is confidential in nature. The Parties are discharged from this obligation if this is required by a mandatory statutory provision.

Article 8. Intellectual property

- 8.1. All intellectual property rights concerning and/or arising from the services provided by Eppix, are vested in Eppix. The Client will only obtain the right of use that is explicitly granted by means of these conditions and the law. Each other or further right of the Client is excluded.
- 8.2. Any documents provided by Eppix to the Client are exclusively designated for use by the Client. The Client is not allowed to bring any information into the public domain and/or to multiply information in whatever form. This includes editing, selling, making available, distributing and integrating into networks - after editing or otherwise -, except when such bringing into the public domain and/or multiplication is permitted in writing by the contracted party and/or such bringing into the public domain and/or multiplication follows from the nature of the Agreement with the contracted party.

Article 9. Complaints

- 9.1. Eppix will only handle complaints insofar as such complaints pertain to Eppix's services and/or behaviour or acts of its auxiliary persons.
- 9.2. Complaint may be addressed to Eppix by post, telephone or, preferably, by email.
- 9.3. Eppix will make an effort to handle the Client's complaints about acts or behaviour as well and as fully as possible. Taking up a complaint will never imply that Eppix acknowledges liability.
- 9.4. Lodging a complaint does not affect the Client's other obligations and does not provide the Client with a right of suspension.

Article 10. Liability

- 10.1. Liability on the basis of attributable breach of contract, or on any other legal basis, will be limited to compensation for the direct damage in the narrowest sense of the word and in any case for no more than the relevant invoice amount exclusive of VAT. If and insofar as the Agreement is a continuing performance contract, the liability will never exceed the price, exclusive of VAT, that was stipulated in the relevant agreement for the performance in the period of two months prior to the default, with a maximum of € 20,000. The maximum liability applies after deduction of any amounts already credited by Eppix and both for the case the damage is covered by the liability insurer and otherwise.
- 10.2. Eppix will only be liable pursuant to an attributable breach after being given a written, proper and detailed notice of default without delay, but in any case within 48 hours after discovery of the breach.
- 10.3. Liability for indirect damage, including consequential and immaterial damage and loss of profit is expressly excluded.
- 10.4. The above exclusions of liability will not apply insofar as the damage is the result of intent or deliberate recklessness by the board and/or the management of Eppix.
- 10.5. Eppix may fully or partially terminate the Agreement with the Client without notice of default and without court intervention by means of a written notification with immediate effect, if the Client is granted a -provisional or not- suspension of payments, if a bankruptcy petition has been filed against the Client, if the Client's company is wound up or discontinued other than for the benefit of the reconstruction or merger of companies. Eppix will never be obliged to pay any damages because of this termination.

Article 11. Duration and termination of the Agreement

- 11.1. If the Agreement concerns a non-recurring assignment, the Agreement will be considered to have been concluded for the duration of such assignment.
- 11.2. In case it concerns a continuing performance contract, the Agreement is concluded for the term mentioned in the offer. If no term was mentioned, the Agreement will be considered to have been concluded for the duration of one year. After expiry of the term, however stipulated, the Agreement will be extended automatically. After the expiry of the first term, the Client has the possibility to terminate the Agreement, subject to a notice period of one month.
- 11.3. The Agreement is terminated by completion of the assignment. If it concerns a continuing performance contract, the Agreement will not end until it is terminated by one of the Parties in a legally valid manner.
- 11.4. If the Client does not, not promptly or not properly perform its obligations arising from any Agreements concluded with Eppix or from these General Terms and Conditions, Eppix will be entitled without notice of default and without court intervention either to suspend its obligations under the Agreement or to terminate the Agreement in full or in part, without Eppix being obliged to pay any compensation and without prejudice to its other rights. The above will also apply in case of a (provisional) suspension of payments, bankruptcy or inability to pay on the part of the Client.
- 11.5. Without prejudice to the provisions of the previous paragraph, in case of the Client's failure to perform, or in case of the Client's failure to perform promptly or properly, Eppix will also be entitled to cease, and if necessary continue to cease, its continuous obligations, including keeping the Client's website online and maintaining its software, if such cessation does not lead to a later correct performance by the Client.

Article 12. Dispute settlement

12.1. All Agreements concluded with Eppix are governed by Dutch law.

12.2. In case of any disputes, the Parties will first try to settle the matter amicably. A dispute is deemed to have arisen if either Party so declares.

12.3. If either Party, or the Parties jointly, decide to refer a dispute to the court, the District Court of Amsterdam will have the exclusive jurisdiction to hear the dispute, without prejudice to Eppix's right to choose for the court's jurisdiction under the rule on jurisdiction.