General Terms and Conditions Cinnux BV

Cinnux B.V. (here: "Cinnux") is located at Boterdiep 69-1 in Groningen and registered with the Chamber of Commerce under number 75979683. It can also be found at www.cinnux.com. Cinnux also offers services under the trade name Opgelucht, to be found at www.opgelucht.app .

Cinnux offers you, as a customer, a service that enables you to stimulate the self-development of employees in an innovative way; in their work, during their studies or beyond. The software in the App and/or on the Website and the associated services make it possible to support people digitally in creating a happier life by means of information components and a chat environment.

You will find the General Terms and Conditions below. These apply at all times when you use one of Cinnux's Services. The General Terms and Conditions contain important information for you as a Customer. Please read them carefully.

The Supplier's Services to which these General Terms and Conditions apply include:
- an App with an information section and a chat solution;
- a chat setting for advisors;
- a management interface where content in the App can be remotely managed, organisational units can be added, aggregated usage statistics can be viewed, and users can be added/created;
- a server environment (back-end) that, amongst other things, manages the App and controls the processing of data using databases.

Article 1. DEFINITIONS

1.1. **Account:** The personal account of the Customer or End User with which he or she gains access to the Service.

1.2. **The Customer:** the natural or legal person acting in the course of a profession or business with whom the Supplier concludes the Agreement.

1.3. **General Terms and Conditions**: the present terms and conditions.

1.4. **App:** a (mobile) application and its associated software that is part of the Service(s).

1.5. **Service(s)**: services as defined in the Contract.

1.6. **End User**: the natural or legal person who uses the Service provided to the Customer by the Supplier.

1.7. **Intellectual Property Rights:** Rights (of intellectual property) including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights, as well as rights to expertise.

1.8. **Customer Data:** all data stored by the Customer or its End Users in the systems used to provide the Service or results generated by the Customer or its End Users through the Service.

1.9. **Supplier:** Cinnux BV is located at Boterdiep 69-1 in Groningen and registered with the Chamber of Commerce under number 75979683.

1.10. **Materials:** all websites, (web)applications, corporate identities, logos, folders, brochures, leaflets, lettering, advertisements, marketing, and/or any communication plans, concepts, images, texts, sketches, documentation, advice, reports and (other) creations of the mind, as well as preparatory material thereof and the data carriers containing these materials.

1.11. **Quote**: a written quotation from the Supplier.

1.12. **Agreement**: An agreement between the Supplier and the Customer on the basis for which the Supplier shall provide the Service and/or hardware (or have it provided) to the Customer and on the basis for which the General Terms and Conditions are an inextricable part of the agreement.

1.13. **Party/Parties:** the Supplier and Customer jointly or individually.

1.14. **In writing**: in these General Terms and Conditions, the term 'in writing' also includes communication via e-mail, provided that the identity of the person sending the e-mail and the integrity of the content are sufficiently guaranteed.

1.15. **Charge(s):** the charges made by the Supplier for its services.

1.16. **Confidential Information**: non-public information related to one or both of the Parties and information which a Party states is confidential or which, by the nature of the information or under the circumstances under which it is disclosed, should be treated as confidential.

1.17. **Website**: the Supplier's website that can be accessed at www.cinnux.com and all associated sub-domains.

Article 2.   ACCESSIBILITY AND IMPLEMENTATION

2.1. The General Terms and Conditions apply to and are part of each and every (legal) act in relation to the preparation, conclusion or fulfilment of the contract. The General Terms and Conditions shall also apply to all future agreements between the Customer and the Supplier, if the Customer has accepted their applicability in previous agreements with the Supplier.

2.2. The validity of any purchase or other terms and conditions of the Customer is expressly excluded.

2.3. Provisions or conditions set by the Customer that differ from, or that are not included in, the General Terms and Conditions shall only be applicable to the agreement to the extent that the Parties have agreed to this in writing.

2.4. If in addition to these General Terms and Conditions, special product, promotion or service terms and conditions also apply, those terms and conditions shall also be applicable.

2.5. The following ranking shall apply in case of any conflict between the various documents:
   i)   additional written and signed agreements;
   ii) accepted tender;
   iii) processing agreement;

iv) General Terms and Conditions.

Article 3.   **TERMINATION OF THE AGREEMENT**

3.1.   The Agreement is effective immediately when the Customer accepts the Supplier's offer and meets the terms and conditions specified by the Supplier in that respect.

3.2.   If the Customer has accepted the offer electronically, the Supplier shall immediately confirm receipt of the offer acceptance electronically. Until the receipt of this confirmation of acceptance has been confirmed, the Customer has the option to terminate the agreement.

3.3.   If it later becomes clear that the Customer submitted inaccurate information at the time of acceptance or in any other way entered in the agreement, the Supplier shall only have the right to fulfil its obligation once accurate information has been received.

3.4.   The Supplier may use legal methods to establish whether the Customer can fulfil its payment obligations, but also of all facts and aspects that are important for a proper conclusion of the Agreement. If, as a result of this assessment, the Supplier has good grounds not to enter into the Agreement, it has the right to reject an order or application, stating the grounds, or if it has special conditions, such as prepayment, attached to the fulfilment.

Article 4.   **PERFORMANCE OF THE AGREEMENT**

4.1.   Once the Agreement has been concluded, the Supplier shall make every effort to start performing the Agreement as soon as possible, taking into consideration the required care and professional skills. (Delivery) dates notified by the Supplier are for guidance purposes only and shall not be regarded as firm dates.

4.2.   The Customer shall provide the Supplier with all support necessary and required to ensure the correct and timely delivery of the services. In any case, the Customer shall provide the Supplier with all support required and necessary to ensure the correct and timely delivery of the services and:

   i)   provide the Supplier with all the data and other information requested by the Supplier or which the Customer should reasonably be able to understand to be necessary for the performance of the agreement; and

   ii) provide access to all locations, services and accounts under its control (such as server rooms and web hosting accounts) if and to the extent necessary for the performance of the Agreement.

4.3.   The Supplier has the right to engage third parties for the performance of the Agreement. Any costs related to this shall only be at the expense of the Customer if this has been agreed upon beforehand.

4.4.   If the employees of the Supplier or third parties engaged by the Supplier carry out work on the Customer's premises or at a location specified by the Customer, all reasonable support and facilities required in this respect shall be provided by the Customer at no charge.

4.5.   If the performance of an assignment is a part of the agreement and the assignment has been granted with a view to the performance of that assignment

by a specific person, the Supplier may also have the assignment performed by another person at its responsibility.

4.6. Products and/or services provided by third parties may be a part of the Agreement. If that is the case, then the terms and conditions of the third party apply additionally to (the use of) those products and/or services.

4.7. The Supplier has the right to appoint third parties to perform the Agreement. Any costs related thereto are only payable if agreed in advance by the Customer.

Article 5.   THE ACCOUNT

5.1. In order to use the Service, the Customer is required to have an account. The Supplier will provide the Customer with the login details for an administrator account, which allow the Customer to set up its own end user accounts.

5.2. The administrator account password, as provided by the Supplier, can be changed. It is the responsibility of the Customer to always choose a strong password in this respect. In addition, 'two-factor authentication' is used with Initiative for Open Authentication (TOTP), for example via the 'Authy' app.

5.3. The Supplier may set a limit on the number of end users that may make use of the service.

5.4. The account and login details are exclusively confidential and may not be shared with any other person. The Customer or the End User must keep the login details confidential.

5.5. The use of the relevant accounts by the Customer and/or the End Users is the Customer's responsibility and is at the Customer's risk. The Supplier furthermore has the right to expect that everything that takes place using the Customer's Accounts will take place under the control and supervision of the Customer.

5.6. If the login details of an account have been lost or disclosed, the Customer shall immediately take all measures that are necessary and advisable in all fairness to prevent the misuse of the account. These measures may, for example, consist of changing the password or blocking the account. The Customer shall also immediately report this to the Supplier, so that any additional measures can be taken to prevent any misuse of the account.

Article 6.   THE APP IN SOFTWARE SHOPS (APP STORES)

6.1. Only if agreed, the Supplier has an obligation to support the Customer in offering the developed software in different software stores, such as the Apple App Store, Google Play Store, and the Microsoft Store. If necessary, the Customer shall enable the Supplier to use the relevant account of the Customer to offer the developed software in different software stores.

6.2. In the aforementioned case, the Supplier will make every effort to have the developed software accepted by the providers of the related software stores. However, the Customer accepts the fact that this is done at the discretion of these software providers and can be rejected without any justification given.

6.3. If the software has not been accepted, the Parties will determine jointly what adjustments need to be made in order to reach an agreement after all. The Supplier may charge the Customer for these adjustments at a reasonable cost on the basis of the Supplier's usual hourly rate.

6.4. The Customer accepts that the software shops may change their policy at any time, as a result of which the developed software may no longer be offered in the software shop in question. In this case, the Supplier is prepared, in joint consultation with the Customer, to determine which adjustments need to be made in order to achieve a new level of approval. The Supplier may charge the Customer for this at a reasonable cost on the basis of the Supplier's usual hourly rate.

6.5. If any additional work is required to offer the software in a specific software shop, the Customer may request that the Supplier make an offer for the required extra work.

Article 7.   AVAILABILITY AND GUARANTEES

7.1. The Supplier will make every effort to ensure the continuous availability of its services, but does not offer any guarantees for this unless otherwise agreed upon.

7.2. By default, no backups are made. The Customer may agree with the Supplier that it will purchase an additional Service for a fee, which is to make the backups.

Article 8.   PROVISION OF UPDATES

8.1. The Supplier has the right to customise the Service or parts thereof to improve its functionality and to correct errors. If an update leads to a significant change in the functionality, the Supplier shall make every effort to inform the Customer accordingly.

8.2. It is up to the Supplier to determine when updates (and which updates) will be implemented. However, the Supplier shall consider the Customer's acceptable requests and shall be open to any suggestions. The Supplier has the right to reject a request from the Customer to change or add new functionality to the Service for any reason whatsoever.

8.3. The Supplier will make every effort to keep the software it uses updated. The Supplier is, however, dependent on its Supplier(s) in this respect. The Supplier is not authorised to install any updates or patches if, in its estimation, this does not favour proper delivery of the Service or if, in its estimation, the non-installation does not harm the performance of the Service.

Article 9.   SUPPORT

9.1. The Supplier shall provide sufficient support to the Customer's contact persons appointed in the Agreement regarding questions about the Service. The Customer must provide support independently to its End Users.

9.2. The support as described in the aforementioned provision shall be offered by means of a helpdesk that can be reached during office hours either by telephone or by e-mail.

9.3. The Supplier shall make every effort to settle helpdesk requests within a reasonable amount of time. The time needed to respond to reports and resolve them may vary.

Article 10.   RIGHT OF USAGE

10.1. The Supplier grants the Customer the non-exclusive, non-transferable right to use the Service for the duration and according to the conditions of the Agreement.

10.2. The right of use as mentioned in the preceding paragraph also includes all future updates of the Service.

10.3. The Supplier is entitled to charge additional fees for the installation of upgrades. The Supplier shall at all times inform the Customer of the costs in advance.

10.4. Unless otherwise agreed in writing, the Supplier is not allowed to sublicense the Service or to otherwise make it available to any third party. This excludes the Customer's End Users.

Article 11.   OWNERSHIP OF CUSTOMER DATA

11.1. Any Customer data that the Customer stores or processes via the Service is and will remain the property of the Customer (or its End Users). Control over the Customer data will therefore at all times remain with the Customer (or its End Users). The Supplier has a limited right to use the Customer data for the provision of the Service, including future aspects of the Service.

11.2. If the Customer sends information to the Supplier, e.g. feedback about an error or a suggestion for improvement, the Customer grants the Supplier an unlimited and perpetual right to use this information for the Service. The foregoing does not apply to information that the Supplier expressly marks as confidential.

11.3. The Customer is responsible for entering all Customer data into the Service. The Supplier is not liable for any inaccuracies after loading or when synchronising the Customer data, unless there is intent or deliberate negligence.

11.4. The Supplier is entitled to use the Customer data anonymously for statistical analyses and/or benchmarking purposes. In addition, the Supplier is entitled to monitor the use of the Service, on the basis of which it can make recommendations to the Customer.

Article 12.   RULES OF USE

12.1. The Customer guarantees that the Services will not be used for activities that violate any applicable laws or regulations. In addition, it is expressly not permitted (whether lawful or not) to offer or distribute any materials through the Services if they:

  i)   include malicious content (such as malware or other malicious software);

ii) infringe on the rights of third parties (such as intellectual property rights), or are manifestly defamatory, offensive, abusive, discriminatory or hateful;

iii) include information about or assist in violating third party rights, such as hacking tools or explanations of computer crime that are intended to commit, or cause the reader to commit, criminal acts and not to be able to defend themselves against such acts;

iv) violate the privacy of third parties, including in any case, but not limited to, of the distribution of personal data of third parties without permission or necessity;

v) include hyperlinks, torrents or references to (sites of) materials that infringe copyrights or other intellectual property rights; or

vi) include child pornography, bestiality pornography or animations thereof, or appear to be intended to help others find such materials.

12.2. The Customer is only permitted to distribute (unsolicited) commercial, charitable or awareness-raising communication via the Services in compliance with the applicable laws and regulations.

12.3. The Customer must ensure that the End Users will strictly respect the provisions of the conditions of use as provided by the Supplier or any similar regulations.

Article 13. DURATION AND EXPIRY OF THE AGREEMENT

13.1. The duration of the Agreement will be set by means of the Agreement. If no duration is specified, the Agreement is entered into for the time necessary for the provision of the Services.

13.2. The Supplier may cancel or suspend the Agreement at any time if:

i) The Customer has declared bankruptcy;

ii) The Customer has been granted a suspension of payments;

iii) Any obligations which by their nature are intended to continue after the end of the Agreement will remain in effect after the end of the Agreement and will apply to the Customer and its legal successors.

Article 14. COMPENSATION

14.1. Unless expressly stated otherwise, all prices quoted by the Supplier are exclusive of VAT and other government levies.

14.2. All prices stated in each offer or quotation and on the Supplier's, website are subject to programming and typing errors. In the event of any inconsistency between the website and the Agreement, the Agreement shall prevail at all times.

14.3. If a price in an offer or quote is based on information provided by the Customer and it later becomes clear this information is incorrect, the Supplier shall be entitled to adjust the prices accordingly, even after the Agreement has already been concluded.

14.4. Where the Agreement mentions "the applicable hourly rate" or "applicable rates" or equivalent terms, the rates are those included in the most up-to-date price lists published by the Supplier.

14.5. The Supplier shall be entitled to increase the prices used in this Agreement at any time. The Supplier shall inform the Customer thereof at least two months in advance. In the event of a price increase, the Customer shall be entitled to terminate the Agreement, subject to one month's notice.

14.6. The Supplier shall be entitled to increase the prices annually, during the month of January, by a maximum of 5%, without the option for the Customer to terminate the Agreement.

14.7. In addition, prices may be increased by the Supplier at any time in the interim if the rates of its suppliers of e.g. power, data centres, software and (public) cloud solutions increase. In these cases, this is without the option for the Customer to terminate the Agreement.

14.8. Paragraphs 6 and 7 of this article make an exception to the Customer's right to terminate the Agreement in the event of a price increase. If the Supplier wishes to reduce the applicable prices and rates, the Supplier shall be entitled to immediately implement this reduction, without the option for the Customer to terminate the Agreement.

14.9. Travel costs, parking costs, and accommodation costs are not included in the prices and may be charged additionally.

Article 15.   PAYMENT

15.1. The Supplier may charge regular amounts in advance.

15.2. Unless otherwise agreed upon, by entering into the Agreement the Customer grants the Supplier a SEPA authorisation to automatically collect the amounts due by the Customer from the Customer's bank account.

15.3. The Customer shall at all times ensure that there is an adequate balance in the bank account designated for the direct debit. If no debit can be made, the Customer shall pay the amounts invoiced by the Supplier in any other way before the end of the due date.

15.4. The payment term is fourteen (14) days after the invoice date.

15.5. In the absence of payment as of the due date of the invoice, the Customer shall be in default by operation of law, without prior notice of default being required. In that case, the Supplier shall be entitled to charge the Customer the full amount due as well as the interest of 1% per month calculated on the amount due as of the due date, or, if higher, the statutory commercial interest rate.

15.6. Without affecting the foregoing, all costs related to the collection of outstanding claims - both judicial and extrajudicial (including the costs for lawyers, bailiffs and collection agencies) - shall be at the expense of the Customer. In any case, the Supplier is entitled to immediately charge an amount of extrajudicial costs equal to 15% of the outstanding amount, with a minimum of EUR 250 (two hundred and fifty euros).

15.7. The Supplier is entitled to suspend and/or temporarily block the use of the Services if:
i)   the Customer withdraws the direct debit authorisation granted by it;
ii) the Customer repeatedly fails to pay the invoices submitted by the Supplier on time;

      iii) there is a deterioration in the solvency of the Customer which gives reason to doubt the Customer's ability to pay and its creditworthiness;

      iv) misuse or inappropriate use has been detected.

15.8. The Supplier may charge administration costs for blocking and any unblocking if applicable. During the blockage, the Customer shall continue to owe any periodical amounts due.

15.9. The Customer is not entitled to deduct any payment obligation of the Customer from any claim against the Supplier for any reason whatsoever.

15.10. The Supplier is entitled to offset the Customer's claims against the Supplier with any claims of the Supplier against the Customer, for whatever reason.

15.11. If the Supplier has any reasonable doubt as to the fulfilment of the Customer's payment obligations, the Supplier is entitled to demand a bank guarantee or security deposit. The amount of this guarantee shall not exceed the amount the Customer would reasonably owe for a period of six (6) months.

Article 16.   **THE CUSTOMER'S OBLIGATIONS**

16.1. The Customer shall ensure that all (technical) information, decisions and data, which according to the Customer are necessary for the performance of the Agreement, shall be provided to the Supplier in a timely manner. The Customer shall be responsible for the correctness and completeness thereof. This shall include, but shall not be limited to, compliance with permit applications and other legal requirements.

16.2. The Customer shall promote, display, demonstrate, sell and support the Service in its own name and at its own expense and risk. The Customer may not impersonate any part, agent or employee of the Supplier, unless expressly agreed otherwise in writing. In doing so, the Customer may not change the Service.

16.3. Neither the Agreement nor these General Terms and Conditions are intended to establish a right for any third party in respect of the Service.

Article 17.   **INTELLECTUAL PROPERTY RIGHTS**

17.1. All Intellectual Property Rights associated with the Service are and remain held by the Supplier or its licensors.

17.2. The Customer is granted a non-exclusive right to use the Service and the Materials that cannot be transferred or sub-licensed for the duration of the Agreement and in accordance with the conditions stipulated in the Agreement.

17.3. Only when this has been agreed, the Customer is entitled to make changes to the Services. The Customer is not entitled to a copy of the source files of the Services, except in cases where this is permitted by the mandatory law.

17.4. The Supplier may take (technical) measures to protect the Services. If the Supplier has taken such security measures, the Customer is not allowed to bypass or to remove this security.

17.5. The Customer is not allowed to delete or modify any identification of intellectual property rights from the Services. It is also not permitted to delete notices of a confidential nature from the Services.

17.6. All intellectual property rights relating to the Customer data or other materials supplied by the Customer will remain the property of the Customer. The Customer shall hold the Supplier harmless against any claims of third parties based on the violation of an (intellectual property) right on the grounds of the Customer data or materials as originating from the Customer or its End Users.

17.7. The Supplier is permitted to use the Customer's (company) name, logo and a general description for its own promotion and/or publicity.

Article 18.   CONFIDENTIALITY

18.1. Neither Party will disclose any information that it provides to the other before, during or after the performance of the Agreement, if this information can reasonably be regarded as confidential or if it has been explicitly designated as confidential by one of the Parties. Parties will also impose this obligation on their employees as well as third parties engaged by them for the performance of the Agreement.

18.2. The confidentiality obligation will continue to exist even after the termination of the Agreement for whatever reason, and this for as long as the providing Party can reasonably claim the confidential nature of the information.

Article 19.   LIABILITY

19.1. The Supplier shall only be liable towards the Customer for direct damages as a result of an attributable shortcoming in the fulfilment of this Agreement. Direct damages are exclusively understood to mean all damage consisting of:
   i)   damage directly caused to tangible property ("property damage");
   ii) costs of terminating and limiting a data breach;
   iii) costs of repairs to avoid any loss of any data;
   iv) reasonable and provable costs incurred by the Customer in order to instruct the Supplier to (again) properly fulfil this Agreement;
   v)   reasonable costs to determine the cause and scope of the damage to the extent related to the direct damage as referred to herein;
   vi) reasonable and provable costs incurred by the Customer to avoid or minimise the direct damage as referred to in this section;
   vii) reasonable and provable costs incurred by the Customer to have the performance fulfilled in accordance with the Agreement.

19.2. The Supplier shall not be liable for any other damage.

19.3. The maximum amount that will be paid out in the event of liability by virtue of paragraph 1 of this article is limited per event or a series of related events to the compensation (excluding VAT) stipulated for the Agreement for the provision of the Service for a period of 6 months.

19.4. The Supplier's liability on account of attributable failure to fulfil the Agreement shall only arise if the Customer immediately and properly informs the Supplier in default in writing, stating a reasonable period for remedying the failure, and if the Supplier continues to fail imputably in the fulfilment of its obligations even

after that period. The notice of default must contain as detailed a description of the shortcoming as possible, so that the Supplier is able to respond adequately.

19.5. The limitation of liability as referred to in the previous paragraphs of the present article shall lapse if and insofar as the damage is the result of intent or wilful negligence on the part of the Supplier's management.

19.6. Any right to compensation shall be subject to the condition that the Customer reports the damage to the Supplier in writing within 30 days after its detection at the latest.

19.7. The Customer shall hold the Supplier harmless against all claims of third parties (including the Customer's customers) with regard to compensation for damages, costs or interest in connection with this Agreement.

19.8. The Supplier makes its Services available without any guarantee or commitment regarding their accuracy and conformity. The Supplier cannot guarantee that a Service is or will be free of errors at any time.

Article 20.   FORCE MAJEURE

20.1. The Supplier cannot be held liable for the fulfilment of any obligation under the Agreement if fulfilment is prevented as a result of force majeure. Nor can the Supplier be held liable for any damages resulting therefrom.

20.2. In any event, force majeure shall be deemed to exist in the event of power failures, internet failures, failures in the telecommunication infrastructure, network attacks (including (d)dos attacks), attacks by malware or other malicious software, domestic disturbances, mobilisation, war, terror, strikes, import and export obstructions, supply stagnation, fire, and floods.

20.3. If a situation of force majeure has lasted longer than 90 days, both Parties have the right to terminate the Agreement with immediate effect in writing, without any obligation to cancel.

Article 21.   TRANSFER OF RIGHTS AND RESPONSIBILITIES

21.1. The Customer is not authorised to transfer the rights and responsibilities resulting from the Agreement to a third party, including any merger or takeover, without the Supplier's written consent.

21.2. The Customer grants the Supplier in advance the right, without requiring the explicit consent of the Customer, to transfer all or some parts of the Agreement concluded between the parties in case of a merger or takeover to the parent company, the sister company and/or a subsidiary or a third party. The Supplier agrees to inform the Customer if any such transfer has been made.

Article 22.   AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

22.1. The Supplier reserves the right to modify or add to these General Terms and Conditions. Any modifications are also valid in respect of Agreements already

concluded provided that a period of 30 days following the notification of the modification is given.

22.2. The Customer will be informed of any amendments either by www.cinnux.com, by e-mail or any other means whereby the Supplier can prove that the notification was sent to the Customer. Substantial changes of no significance can be applied at all times and do not require any notification.

Article 23.   **FINAL PROVISIONS**

23.1. The Agreement is subject to Dutch law.

23.2. Insofar as not otherwise prescribed by mandatory rules of law, all disputes that may arise in connection with the Agreement shall be submitted to the competent Dutch court in the district where the Supplier has its registered office.

23.3. In these General Terms and Conditions, "in writing" also includes written communication by e-mail or fax, provided that the identity of the sender and the integrity of the e-mail is adequately verified.

23.4. If there is a difference in interpretation or a textual discrepancy between different language versions of these General Terms and Conditions, the Dutch version shall take priority.

23.5. If a provision in the Agreement or General Terms and Conditions proves to be invalid, this shall not affect the validity of the entire Agreement or General Terms and Conditions. In that case, the Parties will adopt (a) new provision(s) as a replacement, which will reflect the intention of the original provision as far as is legally possible.

23.6. The Supplier has the right to transfer its rights and obligations resulting from the Agreement to a third party that takes over the Supplier or the Supplier's business activities.