

General Terms and Conditions of Youvia bv.

Article 1: Definitions

The following definitions apply in these General Terms and Conditions:

<u>Agreement:</u>	the agreement between the Contracting Party and Youvia on the basis of which Youvia provides Services to the Contracting Party.
<u>Contracting Party:</u>	the legal entity or natural person acting in the exercise of a profession or business with whom Youvia has entered into an Agreement.
<u>Fault:</u>	the failure of the Service to satisfy the functional specifications laid down in the Agreement in a substantive sense.
<u>General Terms and Conditions:</u>	these terms and conditions, regardless of the form in which they are made known.
<u>GDPR:</u>	Regulation (EU) 2016/679, the General Data Protection Regulation.
<u>Guideline:</u>	supplementary terms and conditions, which in addition to the General Terms and Conditions apply to a specific Service.
<u>Intellectual Property Rights:</u>	all rights of intellectual property and related rights, such as copyright, trademark rights, design rights, trade name rights, database rights and rights to know-how.
<u>Personal Data:</u>	the meaning given to it in the GDPR.
<u>Processing Agreement:</u>	the processing agreement between DTG as the processor and the Contracting Party as the controller, this agreement being an integral part of these General Terms and Conditions, including the definitions used therein.
<u>Service:</u>	all work and activities that are object of the Agreement. This includes the provision of services relating to the (online) presentation and promotion of the Contracting Party, its business, its services and/or website and all materials and results produced accordingly that are intended for the Contracting Party.
<u>Youvia:</u>	Youvia bv, with its registered office at Herikerbergweg 88, 1101 CM, Amsterdam, The Netherlands, registered with the Chamber of Commerce under number 27198207.

Article 2: General

- 2.1 These General Terms and Conditions are applicable to all quotations and Agreements concerning the provision of Services by Youvia to the Contracting Party, irrespective of whether these were made or came into being verbally, in writing, electronically or in any other form. By using the Services of Youvia, these General Terms and Conditions become applicable, and the Contracting Party explicitly declares to agree with these General Terms and Conditions, including the Processing Agreement, which is an integral part of these General Terms and Conditions.
- 2.2 If one of the provisions of these General Terms and Conditions is null and void or is voided, the other provisions of these General Terms and Conditions will remain fully in effect.
- 2.3 Once these General Terms and Conditions have applied to a legal relationship between Youvia and the Contracting Party, then the Contracting Party shall be deemed to have

agreed in advance with the applicability of the General Terms and Conditions with regard to Agreements concluded thereafter and yet to be concluded.

- 2.4 Deviations from the General Terms and Conditions shall only apply if these have been explicitly agreed in writing by Youvia and the Contracting Party. In the event of a conflict between provisions in the various documents of the Agreement, the following order shall apply:
1. the quotation/the agreement form;
 2. the Guidelines;
 3. the General Terms and Conditions.
- 2.5 Youvia explicitly rejects the applicability of any general (purchasing) conditions of the Contracting Party.
- 2.6 Youvia is entitled to amend the General Terms and Conditions. The amendments shall be announced to the Contracting Party via the Youvia website or in another way. If the Contracting Party does not accept the amendment, the Contracting Party is entitled to terminate the Agreement in writing within 14 days after the announcement is made, as per the date on which the amendment enters into effect.

Article 3: Creation of the Agreement

- 3.1 All offers and quotations from Youvia are without obligation, unless expressly agreed otherwise in writing.
- 3.2 All applications from the Contracting Party are binding and cannot be retracted. The Agreement shall come into effect through the acceptance by Youvia of an application from the Contracting Party or, depending on which is earlier, through the execution of the application by Youvia.
- 3.3 Youvia is entitled at all times to refuse an application (for example if it has reasonable doubt about the creditworthiness of the Contracting Party), without any right for the Contracting Party to receive compensation from Youvia arising from this. Youvia is not obliged to specify its reasons in this regard.

Article 4: Performance of services

- 4.1 Youvia will do its best to promote and present the services, website and/or business of the Contracting Party in the agreed manner.
- 4.2 Youvia will endeavour to provide the Service within the agreed period and in accordance with the agreed specifications. All specified periods only serve as a guideline, however, and are therefore never final unless explicitly agreed otherwise in writing.
- 4.3 Youvia cannot guarantee that no Faults will occur. Youvia will do its utmost to rectify the Faults as soon as possible in accordance with what is stipulated in the Agreement.
- 4.4 Youvia is entitled to (temporarily) disable the Service (for example within the context of maintenance) and to continuously improve and modify it in accordance with the current state of the art and developments in the market, without the Contracting Party being entitled to any compensation or dissolution.
- 4.5 Youvia is entitled to make use of services of third parties for the execution of the Service.
- 4.6 If the performance of the Agreement entails extra work according to Youvia, or if the Contracting Party or any third parties hired by the Contracting Party demand or cause additional work (for example because the Contracting Party provides incomplete/incorrect information), then Youvia is entitled to charge the Contracting Party for all additional time and costs, and where relevant those of third parties as well.

Article 5: Cooperation by the Contracting Party

- 5.1 The Contracting Party will, in so far as is reasonably necessary, cooperate in the performance of the Agreement. The Contracting Party will, among other things, provide all necessary data and materials for the provision of the Services in a timely fashion, in the manner announced by Youvia and in accordance with the (technical) specifications announced by her. Youvia is entitled to amend the requirements and (technical) specifications during the term of the Agreement. Youvia will inform the Contracting Party of such an amendment via email.
- 5.2 The Contracting Party guarantees that the data and materials referred to in 5.1 are correct and complete. It guarantees that the use of the aforementioned data and materials by Youvia corresponds with the agreed objectives, does not infringe (intellectual property) rights of third parties and is not otherwise unlawful or in conflict with applicable legislation in the Netherlands. The Contracting Party also guarantees that its own use of the Service corresponds with the Agreement, including these General Terms and Conditions, and is not unlawful or in conflict with applicable legislation in the Netherlands. The Contracting Party will refrain from any act that could damage the reputation of Youvia and its Services. The Contracting Party fully indemnifies Youvia against any and all claims and demands for compensation from third parties in this respect, and also indemnifies Youvia against any costs incurred by her in connection with these claims and demands.
- 5.3 The Contracting Party is not entitled to transfer its rights or obligations derived from the Agreement to third parties or to make them available to third parties, unless Youvia has explicitly granted permission for this in writing.
- 5.4 The Contracting Party will always comply with all Guidelines related to the use of the Service that are provided by Youvia, or announced on the website of Youvia.
- 5.5 If use is made of login data within the context of the Service, then the Contracting Party must use and store these carefully. In the case of, or if there is suspicion of, misuse or theft of the login data, the Contracting Party must immediately inform Youvia so that Youvia can block access to the Service or take any other appropriate measures. The Contracting Party is liable for the use of the Service via its login data.
- 5.6 The Contracting Party shall at all times provide an active e-mail address and undertakes to inform Youvia in good time and in writing in the event of any changes. If invoices are not paid (in a timely manner) by the Contracting Party because of an incorrect email address or because the email containing the Youvia invoice has bounced, the Contracting Party shall be liable for this. If the business or invoice address and/or telephone number of the Contracting Party changes, the Contracting Party must notify Youvia of such changes in writing as soon as possible prior to the implementation of the change.

Article 6 Fees and payment

- 6.1 The Contracting Party owes the agreed fees for the use of the Service. All fees owed are, in so far as not explicitly specified otherwise, stated in euros, excluding VAT and other levies.
- 6.2 The fees may consist of one-off amounts due, annual or otherwise periodic amounts due, and amounts that are dependent on the use of the Service. Youvia is entitled to require that (part of) the fees owed, have been paid by the Contracting Party prior to the provision of the Service.
- 6.3 Youvia is entitled to increase the fees during the term of the Agreement. This increase will be announced to the Contracting Party by email. The Contracting Party is entitled to terminate the Agreement within 14 days after this announcement if and in so far as (i) the increase amounts to 10% or more of the total value of the Agreement and (ii) the content of the Agreement does not change otherwise. Termination must be in writing and enters into effect on the date on which the increase takes effect. This right to termination does

- not apply if the increase amounts to less than 10% in the total value of the Agreement.
- 6.4 Youvia is entitled to require an additional advance payment from the Contracting Party at all times.
- 6.5 Payment must be made in the manner indicated by Youvia. The payment must be made prior to the delivery of the Service or in any case within 14 days after the invoice date, unless another payment term has been explicitly agreed upon in writing. For the determination of the amount of the invoice, the data derived from Youvia's administration are leading.
- 6.6 No appeal for suspension, settlement or deduction by the Contracting Party will be permitted.
- 6.7 If the Contracting Party has not made payment within the payment-term, the Contracting Party shall be in default without further notice of default being required. From the date of default, the Contracting Party shall owe interest on the outstanding amount in the amount of 1% per month, unless the statutory commercial interest on a monthly basis exceeds 1%, in which case the statutory commercial interest shall be owed until the date of payment in full. When calculating the interest compensation, part of a month shall be counted as a full month. Youvia is also entitled to (temporarily) pause the Service until Youvia has received full payment. See also article 10.
- 6.8 From the date of default, the Contracting Party shall be liable to pay all extrajudicial and any judicial costs in addition to the payment of the principal sum and the statutory interest due and payable on this, expressly in addition to any costs determined by law. The sum of these extrajudicial costs shall at least amount to 15% of the principal sum, with a minimum amount of € 50 (fifty euros).
- 6.9 Youvia is entitled to investigate the creditworthiness of the Contracting Party. If so desired, the Contracting Party must, immediately on request of Youvia, provide sufficient security for the performance of existing and future obligations to Youvia. In such a case, Youvia is entitled to only provide the Service, of part thereof, after the desired security has been obtained.
- 6.10 Youvia is entitled to settle all claims against the Contracting Party with all claims by the Contracting Party, even if a claim by Youvia and/or the Contracting Party is not due and payable.

Article 7: Intellectual Property Rights

- 7.1 The Intellectual Property Rights relating to the Service, and all results thereof, will remain vested with Youvia or with the third party from whom Youvia has obtained the rights to make (part of) these Services available to the Contracting Party. During the Agreement, Youvia will grant the Contracting Party a non-exclusive and non-transferable right to make use of the Service within its business and for the agreed aim.
- 7.2 The Intellectual Property Rights to all materials that the Contracting Party makes available to Youvia within the context of the Agreement shall remain vested with the Contracting Party or with the third party from whom the Contracting Party has obtained the rights to make these materials available to Youvia. The Contracting Party grants Youvia the unlimited right to make use (including but not limited to reproducing, amending or disclosing) of these materials within the context of the performance of the Agreement.
- 7.3 The Contracting Party guarantees that the materials made available by it will not infringe upon the rights of third parties and that it is entitled to make these materials available to Youvia. The Contracting Party fully indemnifies Youvia against any claims and demands for compensation from third parties in this respect, and also indemnifies Youvia against any and all costs incurred by it in connection with these claims and demands.
- 7.4 The Contracting Party shall not be entitled to remove or change any indication regarding copyright, trademarks, trade names or other intellectual property rights of Youvia or its licensors.

- 7.5 All usage rights granted by Youvia under the Agreement will lapse at the end of the Agreement by operation of law.

Article 8: Privacy and Confidentiality

- 8.1 In order to be able to provide the Service, Youvia processes Personal Data. Youvia will ensure that the processing of the Personal Data complies with the GDPR and the Privacy Statement that is published on its website (including: www.youvia.nl).
- 8.2 Youvia and the Contracting Party undertake to ensure that the processing of Personal Data will comply with the applicable legislation concerning data protection, such as the GDPR of the European Union (EU 2016/679).
- 8.3 Unless agreed otherwise in the applicable Guidelines, the Contracting Party will act as controller in accordance with the GDPR and, by agreeing with these General Terms and Conditions, authorises Youvia to process the Personal Data on behalf of the Contracting Party in the role of Processor to the extent that is required for the Service. The processing of Personal Data is agreed upon in further detail in a separate Processing Agreement, which is an integral part of these General Terms and Conditions. See www.youvia.nl.
- 8.4 Insofar as Youvia is the Controller, Youvia is entitled, but not obliged, to publicise general instructions (for example, in the applicable Guidelines) with respect to the processing of Personal Data to which the Contracting Party agrees in order to obtain the Service.
- 8.5 In some Services, information about the use of the Services by visitors visiting the Website of the Customer is collected by means of cookies and other similar techniques. The cookies that are used by Youvia and its partners to provide the Service are stated in the Disclaimer & Privacy and Cookie Statement and/or the relevant Guidelines of the Service.
- 8.6 The Contracting Party authorises Youvia to collect and process anonymous statistical information about the use of the Services for the benefit of analysis and development of the Services.
- 8.7 The Parties will undertake to maintain in confidentiality regarding all data received from the other party that is known or reasonably ought to be known to be of a confidential nature, unless a statutory duty dictates disclosure of these data. The party receiving this confidential data will only use these data for the purpose for which it was provided.
- 8.8 The Parties will also impose the obligation specified in 8.7 on its employees and on third parties engaged by them, in the context of the performance of the Agreement.

Article 9: Guarantees and liability

- 9.1 Youvia will endeavour to provide the Service according to the agreed functional specifications, excluding any express or tacit guarantees, promises or indemnities of whatever nature, such as (but not limited to) the exclusion of guarantees regarding entitlement to (property) rights, sufficient quality or suitability for a specific goal. In particular, Youvia does not guarantee that:
- the Service will work uninterruptedly, will be free from viruses and defects and/or Faults, or that defects or Faults can be rectified (in a timely fashion);
 - the Contracting Party will generate specific sales, customers or traffic with the aid of the Service;
 - third parties will not use the systems required for the Service unlawfully.
- 9.2 Youvia is not liable for any damage incurred by the Contracting Party, unless this damage is caused by intent or gross negligence of Youvia, in which case Youvia will be liable for direct damages only.
- 9.3 The total liability of Youvia shall never amount to more than the total of the fee to be paid by the Contracting Party for the Service in question. If there is an Agreement with a term of more than one year, then the compensation will be set at the total amount of the fees

for the current year at the time that the defect occurs. The total compensation shall in no case amount to more than € 2,000 per incident. Moreover, a series of incidents will be considered to be one incident.

- 9.4 Direct damage shall exclusively be understood to mean:
- the costs that the Contracting Party has had to incur in all reasonableness to repair or resolve the deficiency of Youvia in such a way that the performance of Youvia complies with the Agreement;
 - reasonable costs for keeping the old system of the Contracting Party in operation for longer, less the savings;
 - reasonable costs incurred to prevent or limit such losses, and reasonable costs incurred to determine the cause and scope thereof.
- 9.5 All liability of Youvia for indirect losses, including but not limited to consequential losses, loss of profits and loss of sales, is excluded.
- 9.6 Youvia shall in no way be deemed liable for losses on the part of the Contracting Party that are caused by third parties who use or do not use the Service.
- 9.7 Every right to compensation by virtue of this article lapses if a legal claim is not brought to that end by or on behalf of the Contracting Party within 6 (six) months after the time the damage occurred.

Article 10: Suspension

- 10.1 Youvia is entitled to fully or partially suspend the performance of the Agreement if the Contracting Party fails to fulfil its obligations under the Agreement, or if Youvia suspects that the Contracting Party is acting in breach of Article 5, 7.3 or 7.4, or has grounds to fear that the Contracting Party cannot fulfil its payment obligation, notwithstanding any other right accruing to Youvia. During the period of suspension, the obligation to pay the fees will continue to exist in full.
- 10.2 As soon as the Contracting Party complies with the Agreement and/or provides sufficient security for the fulfilment of its obligations, Youvia will lift the suspension. Youvia is entitled to charge a reasonable fee for the lifting of the suspension.

Article 11: Duration of the Agreement

- 11.1 Unless explicitly agreed otherwise, the Agreement will be entered into for an initial period of one (1) year. Upon expiry of this initial period, the Agreement shall be tacitly extended by periods of one (1) year, unless one of the Parties terminates the Agreement in writing no later than one (1) month before the end of the contract period.
- 11.2 Notwithstanding all other rights, the Parties are entitled to terminate the Agreement, in whole or in part, without judicial intervention and with immediate effect, if the other party:
- has applied for or has been granted a moratorium;
 - has been declared bankrupt or has filed for bankruptcy.
- 11.3 Notwithstanding its other rights and without being liable for compensation, Youvia is entitled to terminate the Agreement or dissolve it extrajudicially with immediate effect if the Contracting Party:
- does not fulfil its obligations under Articles 5, 7.3 or 7.4;
 - fails imputably to fulfil an obligation under the Agreement in another way and does not rectify such a failure, after having been given notice of default in writing, within a reasonable period.
- 11.4 Termination or dissolution of the Agreement never releases the Contracting Party from any payment obligation with regard to Services already provided by Youvia. Amounts that Youvia has invoiced before the termination in connection with performance already executed or supplied within the context of the Agreement will be immediately due at the moment of termination.
- 11.5 Immediately after termination of the Agreement, the Contracting Party shall return

youvia.nl

Postal address
Postbus 12481, 1100 AL
Amsterdam Zuidoost

Visitor address
Herikerbergweg 88
1101 CM Amsterdam

Tel (020) 408 64 00
Coc Amsterdam 27 198 207
VAT 8096.37.546.B01 V0320

everything made available by Youvia to the Contracting Party within the context of the Agreement and the Contracting Party will immediately cease using the Service.

- 11.6 The provisions that by their nature are intended to continue also after termination of the Agreement will also remain in full force after such termination.

Article 12: Final provisions

- 12.1 Youvia is entitled to transfer the rights and obligations ensuing from the Agreement (in full or in part) without prior (written) consent from the Contracting Party to subsidiaries or group companies, to a third party (for example in the case of transfer of an undertaking) or to a subcontractor.

The Agreement is subject to the laws of the Netherlands.

- 12.2 All disputes which may arise from the Agreement shall be resolved exclusively by the competent court in Amsterdam.

These General Terms and Conditions were filed with the Chamber of Commerce in Amsterdam on March 16th 2020.