

# General terms and conditions / Gettid

## 1 General

- 1.1 Gettid is a product of Gettid B.V. (Partnership under the Laws of the Netherlands), hereafter referred to as "Gettid" in these General Terms and Conditions, is located in Utrecht, the Netherlands at Vondellaan 56 (3521 GH) and offers to its Customers, on the basis of SAAS services, the use of self-developed house style management software.
- 1.2 In these terms and conditions, SAAS services will be understood to mean the making and keeping available via the Internet 'from a distance', for the benefit of the use thereof by Customers, of a software application on the basis of the concept 'Software as a Service' without a physical carrier with this software being made available to the Customers.
- 1.3 The General Terms and Conditions are applicable to the SAAS services that will be agreed between Gettid and Customer with the purpose to grant Customer a right of use to Gettid, subject to the conditions stated in these General Terms and Conditions and the agreement to be concluded online between Gettid and Customer. Terms of Purchase or other terms and conditions of Customer are not applicable.
- 1.4 Subsequent versions of these terms and conditions shall be applicable from the moment of notification to Customer by Gettid, except if Customer rejects the applicability of the new version explicitly in writing; in that case, these terms and conditions shall remain applicable.
- 1.5 Deviations from and additions to these General Terms and Conditions are only valid if these have been agreed in writing between parties. In these General Terms and Conditions, 'in writing' will always be understood to mean by e-mail.
- 1.6 If a stipulation of these General Terms and Conditions is invalid or will be invalidated, then the other stipulations shall nevertheless remain in force.

## 2 SAAS Services and applicable third party terms and conditions

- 2.1 Gettid delivers to Customer, against payment of a fixed periodic amount, SAAS Services, consisting of the right to gain access to and to make use of the functionality of Gettid via the Internet. This consists of a standard environment unique to the Customer with a certain limited storage capacity, that serves as a central source for the structured storing and organising of house style related matters like logos, letter types, colour codes, images, et cetera. The right of use by Customer is limited to the use as a house style management system.
- 2.2 Customer is responsible for the compatibility with and/or good functioning of his own infrastructure, or that of third parties that Customer deploys, to gain access to Gettid. Customer is fully responsible for the content based management and use of the environment designed for him, including verifications of the settings

as well as the manner in which Gettid will be deployed. Customer is also responsible for the instruction to and the use by users, irrespective of whether these users are in subordinate relation to Customer.

- 2.3 Support to users can take place because Gettid advises via Gettid about the use and the functioning of the programs mentioned in the agreement and about the use that will be made of the SAAS Services. Gettid can set further terms and conditions to the delivery of use support, including the qualifications and the number of contact persons that are eligible for support and the compensation to be paid for that. Gettid cannot warrant the correctness, completeness or timeliness of reactions or offered support. Support will be solely executed on working days during the usual opening hours of Gettid.
- 2.4 Gettid has concluded an agreement for the delivery of its SAAS services with an external hosting provider TransIP. Customer accepts the applicability of the most recent version of the terms and conditions of TransIP, consisting of the General Terms and Conditions accessible via the following hyperlinks: [www.transip.nl/general-terms](http://www.transip.nl/general-terms) and the privacy policy ([www.transip.nl/privacy-policy/](http://www.transip.nl/privacy-policy/)) as an integral part of these General Terms and Conditions, whereby the General Terms and Conditions of Gettid prevail over the others.
- 2.5 Gettid makes use of the standard back up procedures of TransIP. The Customer always remains responsible for the keeping the data stored in Gettid electronically available online or offline.
- 2.6 All use of disk space, data traffic and other taxing of systems and infrastructure is limited to the maxima agreed by Gettid with Customer. Data traffic or used storage space, if this in a certain period is not (fully) used by Customer, cannot be transferred to a following period.

## 3 Duration, cancellation and dissolution of the agreement

- 3.1 Each agreement for the use of Gettid will be concluded for the duration of one (1) month or one (1) year, which duration will be extended automatically for an equal term after expiry of the first term. During the term, Customer has the possibility to cancel no later than 1 day before the expiry of the cancellation term. Cancellation can take place via Payment plan under settings in the online Gettid environment. Cancellation will come in force at the moment the present term has expired.
- 3.2 Each party can cancel the agreement without notification of default with immediate effect in whole or in part in writing, if - whether or not provisionally - suspension of payment is granted to the counterparty, if bankruptcy is applied for with regard to the other party, or if the enterprise of the other party is liquidated or terminated other than for the benefit of reconstruction or joining

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of enterprises. This termination never obliges Gettid to refund already received funds or to compensate damages. In case of bankruptcy of Customer, the right to use Gettid is forfeit by law.

- 3.3 Each of the parties has the authority to dissolve the agreement because of an imputable shortcoming in the compliance with the agreement, but only if the other party, in all instances after a written notification of default that is as detailed as possible and which sets a reasonable term for amendment of the shortcoming, imputably comes short in the compliance with material obligations from the agreement. Payment obligations of Customer are always regarded as material obligations from the agreement.
- 3.4 If Customer, at the moment of the dissolution, as referred to in article 3.1, has already received performances for the execution of the agreement, then these performances and the payment obligation related therewith shall be no subject of undoing.
- 3.5 If there is an instance of cancellation or dissolution in accordance with this article, then Gettid is authorised to remove the account of Customer, including all data.

### 4 Price and advance payment

- 4.1 At the conclusion of the agreement, Customer owes a periodic compensation for the use of Gettid and for a maximum storage space established in advance. The applicable rates have been included in the list of rates on the website of Gettid. Free accounts are not required to provide payment details. An upgrade from the free plan to any paying plan will end your free account.
- 4.2 The amount due by Customer to Gettid shall always be paid by Customer in the form of an advance payment, by means of the settlement of the agreed balance for the services via a credit card and/or a direct debit authorisation. After expiry of the first period, as long as the agreement continues, the compensation due periodically shall be invoiced and collected in advance and is non-refundable. There will be no refunds or credits for partial months of service, or refunds for months unused with an open account. Customer provides an authorisation for the execution of both the first and the periodic direct debit at the conclusion of the agreement.
- 4.3 Upgrading or downgrading, with exception of a downgrade to a free account, will be immediate. Unused time will be settled through credits. Credits are non-refundable.
- 4.4 All agreed prices are always listed in Euros exclusive of turnover tax (VAT) and other levies that have been or will be imposed by the government. Customer shall be responsible for payment of all such taxes, levies, or duties.
- 4.5 With regard to SAAS Services purchased by Customer and the amounts due for this by Customer, the relevant documents and data from the administration or systems of Gettid provide full proof of the due amounts, notwithstanding the right of Customer to provide proof to the contrary.

- 4.6 Gettid is authorised to modify the applicable prices and rates in writing with a notice term of at least three months. If Customer does not wish to agree with such a modification, then Customer is authorised to cancel the agreement in writing within thirty days after the notification, effective on the date when the modification would come into force.
- 4.7 If Customer does not pay the amounts due (in time), then Customer is, without requiring a notification of default, liable to pay the lawful trade interest over the outstanding amount, as well as out-of-court collection costs of 15% with a minimum of € 40, in any case if one (1) payment reminder has been sent by Gettid. If Customer remains negligent to pay the claim 14 days after summation by Gettid, via post or e-mail, then Gettid can hand over the claim for collection, in which case Customer, in addition to the total amount due at that time, is also required to compensate for all in-court and out-of-court costs.
- 4.8 The periodic right of use for Gettid will be granted to Customer under the condition that Customer has paid all periodic fees due under the agreement concluded between parties in full and on time.

### 5 Execution SAAS services

- 5.1 The agreement with Customer has the character of an obligation to make an effort, unless a concrete result to be achieved has been explicitly agreed. Gettid shall make an effort to the best of its abilities to execute the SAAS services with care.
- 5.2 During the execution of the SAAS Services, Gettid can always implement a new or changed version or release of Gettid. Gettid is not required to maintain, change or add specifically for Customer certain characteristics or functionalities.
- 5.3 Gettid can temporarily suspend the SAAS Services in whole or in part for preventive, corrective or additional maintenance. Gettid shall make sure the services are not out of use for longer than necessary, let it take place outside office hours if possible and, depending on the circumstances and if possible, only after notification to Customer.
- 5.4 Customer is responsible for the adequate security of his systems and infrastructure.
- 5.5 All equipment, programs and goods used by Gettid in the SAAS Services remain the property or intellectual property of Gettid or its suppliers.
- 5.6 Gettid is never required to make available to Customer a physical carrier with a version of Gettid in the framework of the Software as a Service.

### 6 Privacy, data processing, personal data and security

- 6.1 The responsibility for the (personal) data that will be processed by making use of the SAAS Services and Gettid delivered by Gettid lies solely with Customer. Customer warrants towards Gettid that the content, use and/or processing of the data are not illegal and cause no infringement of any right of a third party. Customer safeguards Gettid against each legal claim of third parties, on whichever basis, in connection with this data or the execution of the agreement.

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- 6.2 Gettid never warrants that the information security is effective under all circumstances and/or can be safeguarded from hacking activities.
- 6.3 Gettid authorises Customer to allocate access or identification codes and/or – in case of utmost necessity - change these. Customer shall treat the access and identification codes as confidential and with care and shall make these known only to authorised members of personnel, of himself or of his customers. Gettid is never liable for damage or costs that is/are the consequence of the use or abuse of access or identification codes.
- 6.4 Based on the legislation concerning the processing of personal data (such as the Dutch Law Wet Bescherming Persoonsgegevens and per 2018 the Dutch regulation Algemene Verordening Gegevensbescherming), Customer has obligations towards third parties, such as the obligation to provide information, as well to provide transparency in the correction and the removal of personal data of concerned persons. The responsibility for the compliance with these obligations lies fully and solely with Customer. Parties agree that Gettid, with regard to the processing of personal data, if there is an instance thereof, is a 'processor' in the sense of the Law Wet Bescherming Persoonsgegevens and that this agreement applies as 'processor agreement' in the sense of the Law Wet Bescherming Persoonsgegevens.

### 7 Right of use, I.E.-rights

- 7.1 Customer only acquires a right of use of the online functionality of Gettid, insofar as this is recorded under these terms and conditions and the agreement. The right of use belonging to Customer is non-exclusive, non-transferable to third parties and non-sublicensable.
- 7.2 All rights of intellectual property on the application Gettid as well as the website(s), data files, equipment and/or other information belonging thereto, such as analysis, designs, documentation, reports, designated offers, as well as preparatory material thereof, belong solely to Gettid, or its licensors and/or suppliers.
- 7.3 Gettid is permitted to introduce technical facilities for the protection of Gettid, equipment, data files, websites and so forth in connection with an agreed limitation in the content or the duration of the right to use it. The Customer is never permitted to (have a third party) remove or circumvent such a technical facility.
- 7.4 Customer warrants that no rights of third parties object against the use and/or storage by Customer within the functionality of Gettid, of material including, but not limited to, letter type software, image material, text, music, domain names, logos, hyperlinks, data files and/or other materials, including design material, with the purpose of use, treatment, installation or incorporation in a house style or for related purposes aimed at multiplication and/or disclosure. Customer safeguards Gettid without limitation against each claim of a third party that is based on the allegation that such use causes an infringement of any right of that third party.

### 8 Warranty and risk

- 8.1 Gettid does not warrant that Gettid is free of errors and shall function without interruptions. Gettid can, among others because of the nature and workings of the Internet, not guarantee that Gettid is available at all times and consultable undisrupted and continuously. Gettid shall make an effort to amend established defects in Gettid within a reasonable term. Gettid can, in a prevalent case, postpone the repair of the defects until a new version of Gettid will be taken in use. Gettid is authorised to introduce temporary solutions, programming deviations or problem avoiding limitations in Gettid.
- 8.2 Customer bears the risk of the selection, the use, the application and the management within his organisation of Gettid and the compatibility with the equipment, programs, websites, browsers, data files and other products and materials by/within his organisation, as well as for the correct choice of the means that are required to obtain access to Gettid via the Internet and for the timely and complete availability thereof, except for the facilities that are under direct use and management of Gettid. Gettid is never liable for damage or costs because of transmission errors, disruptions or non-availability of these facilities.
- 8.3 Gettid offers the possibility to record colour codes and have them translated in a standardised way into various standard values of other colour systems. Gettid is not responsible for the colour values generated by Gettid, or modified, inputted and recorded by Customer; the verification of these colour values is the exclusive responsibility of the Customer, at least of the users of Gettid. Customer safeguards Gettid from any liability in that regard.

### 9 Liability Gettid

- 9.1 The total liability of Gettid because of an imputable shortcoming in the compliance with the agreement for use of Gettid is limited to compensation of direct damage to a maximum of the amount of the fees due by Customer to Gettid for one year. The total liability of Gettid for direct damage, on whichever basis, shall never amount to more than € 2,500 (two and a half thousand Euros) per year.
- 9.2 The liability of Gettid for indirect damage, consequential damage, missed profit, missed savings, decreased goodwill, damage by enterprise stagnation, or damage as a consequence of claims of Customers of Customer, is excluded. The liability of Gettid for mutilation, destruction or loss of data or documents or for the repair thereof is also excluded.
- 9.3 Unless compliance by Gettid is permanently impossible, the liability of Gettid because of an imputable shortcoming in the compliance with an agreement emerges only if Customer declares Gettid in default in writing without delay, whereby a reasonable term for the amendment of the shortcoming will be set, and Gettid continues to imputably come short in the compliance with his obligations after that term. The notification of default must contain a description as complete and detailed as possible of the shortcoming, so that Gettid will be enabled to respond adequately.

- 9.4 Condition for the emergence of any right to compensation of damages, is that Customer always reports the damage as soon as possible after the emergence thereof in writing to Gettid . Each claim to compensation of damages against Gettid will be forfeit if no report has taken place, by the mere expiry of six (6) months after the emergence of the claim.
- 9.5 Customer safeguards Gettid from all claims of third parties as a consequence of a defect in Gettid insofar as this is deployed by Customer to deliver services or products to a third party.
- 9.6 The stipulations in this article, as well as all other limitations and exclusions of liability mentioned in these General Terms and Conditions, also apply for the benefit of all (legal) persons of which Gettid makes use in the execution of the agreement.

### **10 Code of conduct; Notice and Take Down**

- 10.1 Customer is obliged to (have others) comply with the code of conduct of Gettid strictly and without restriction. In all instances, Customer shall behave carefully and legally towards third parties. Customer shall at all times in particular respect the intellectual property rights and other rights of third parties, create no company or brand names of third parties in the unique Gettid URL, not distribute data in violation of the law, grant himself no illegal access to systems, distribute no viruses or other harmful programs, and refrain from criminal acts and from violation of any other lawful obligation.
- 10.2 If this is necessary to prevent possible liability towards third parties or to limit the consequences thereof, then Gettid is always authorised to take measures concerning an act of omission or negligence at the risk of Customer. Customer is required to remove information without delay upon first request of Gettid in writing, in the absence of which Gettid is authorised to remove the information at its discretion or to make the access thereto impossible. Gettid is furthermore authorised, upon violation or threatening violation of the stipulations of article 10.1, to deny Customer access to Gettid immediately and without prior notification. The previous leaves possible other measures or the exercise of other rights unaffected by Gettid towards Customer. In that case, Gettid is also authorised to cancel the agreement with immediate effect and without being liable towards Customer.
- 10.3 It cannot be required of Gettid to form an opinion about the soundness of the claims of third parties or of the defence of Customer, or to be involved in a dispute between a Customer and a third party in any way. Customer shall have to deal with the concerned third party in that regard, and to inform and provide Gettid with documents in writing and with proper foundation.

### **11 Force Majeure**

- 11.1 Neither of the parties is required to comply with any obligation, including any obligation of warranty agreed between parties, if he is hindered thereto as a consequence of Force Majeure. Force Majeure is understood to mean: (i) Force Majeure of suppliers of Gettid , (ii) government measures, (iii) power disruption, (iv) disruption of the Internet, computer networks or telecommunication facilities, and (v) war.
- 11.2 If a Force Majeure situation lasts longer than ninety days, then each of the parties has the right to dissolve the agreement in writing. What has already been performed on the basis of the agreement will in that case be settled proportionally, without parties otherwise being owed anything else.

### **12 Transfer of rights and obligations**

- 12.1 Customer is not authorised to sell and/or to transfer the rights and/or obligations from the agreement to a third party.
- 12.2 Gettid is authorised to transfer its claims to payment of fees by Customer to a third party.

### **13 Applicable law and disputes**

- 13.1 The agreements between Gettid and Customer will be governed by Dutch Law.
- 13.2 All disputes that emerge between Customer and Gettid, as a consequence of or in relation with the agreement between Gettid and Customer, shall exclusively be resolved by the competent court in Utrecht, the Netherlands.