

Article 1. Definitions

- 1.1. *Agreement*: the agreement regarding the delivery of the Service.
- 1.2. *App*: the native Apple Spont.Cash app, as available in the Apple Appstore.
- 1.3. *Client*: party in the Agreement.
- 1.4. *Defect*: a sudden shortcoming, fault, or imperfection in the Service.
- 1.5. *Emergency Maintenance*: maintenance which needs to be executed immediately to avoid security breaches or to fix security breaches.
- 1.6. *Functionality*: the functions and possibilities of the Service.
- 1.7. *General Terms and Conditions*: these general terms and conditions.
- 1.8. *Maintenance Window*: non-Working Days.
- 1.9. *Service*: the functionality of Spont.Cash which is delivered through the internet (HTML app) and/or the App to Client.
- 1.10. *Service Window*: all available time minus Maintenance Window minus time spent for Emergency Maintenance.
- 1.11. *Support*: providing Client with information and advice regarding the use of the Functionality by Vendor through e-mail and/or the website of Vendor during Working Hours, as well as supporting Client with finding the causes of Defects during Working Hours, as well as solving the Defects, support regarding hardware such as pin terminals and receipt printers is explicitly excluded.
- 1.12. *User*: a user that can be attributed to Client, inter alia, an employee, who uses the Functionality.
- 1.13. *Vendor*: the sole proprietorship company "Crypton", registered at the chamber of commerce under number 30181362, also trading under the trade name "Spont.Cash", or every affiliated company which uses these General Terms and Conditions, or any successor thereof, also the other party in the Agreement
- 1.14. *Working Hours*: from 9.00 en 17.00 (Dutch time) on Working Days.
- 1.15. *Working Days*: Monday to Friday, with the exception of national Dutch holidays.

Article 2. Applicability general terms and conditions and formation of the Agreement

- 2.1. The Agreement is entered into online, on the website Spont.Cash. The Agreement is confirmed through a confirmation by e-mail. During the enrollment, Client agreed with these General Terms and Conditions by checking a checkbox. Alternatively, the Agreement is entered into by signing a Vendor issued quote by Client, on which quote these General Terms and conditions are applicable.
- 2.2. These General Terms and Conditions are applicable on all Agreements between Vendor and Client.
- 2.3. Applicability of other general terms and conditions and/or purchase terms and conditions is explicitly declined.

Article 3. Rendering the Service

- 3.1. The Service, with the exception of the App, is rendered as SaaS (Software as a Service). Therefore Client only pays for the use of the Functionality. Client is therefore not granted any license, but is granted a right to use the Functionality of the underlying software. Client pays a subscription fee as agreed upon.
- 3.2. Hosting is included in the Service. Therefore Client does not have to select and contract a vendor for hosting.
- 3.3. Client is not allowed to use the Service in a way it can damage the Service, and/or it can damages third parties, nor in a way it can cause interruptions in the availability of the Service.
- 3.4. Vendor offers its Service on the basis of "fair use", that means that it will not impose Client any other than the agreed upon limitations regarding system and network load. However, Vendor is entitled to take measures in case of excessive load caused by Client. Excessive load in this case, is load that is significantly higher than the load of an average client of Vendor. In case of excessive system and/or network load parties will consult each other regarding possible solutions and/or changes and the involved costs.
- 3.5. Client will make sure that its Users will administer their login credentials regarding the Service with great due care.
- 3.6. Client will use the by Vendor designated software, including but not limited to internet browsers and hardware.
- 3.7. Client will use the by Vendor designated hardware, including but not limited to pin terminals and receipt printers.
- 3.8. Client indemnifies Vendor of claims of third parties regarding the breach of paragraphs 3.3 en 3.6.

- 3.9. Client is responsible to acquire the necessary facilities, inter alia, installing and configuring appropriate telecommunication services, software (designated internet browsers), hardware (pin terminals and receipt printers) and infrastructure, in order to make use of the Service. Therefore Vendor is not responsible for the unavailability of the Service due to internal failures in the infrastructure of Client or other aforementioned facilities. Beer Consultancy is not responsible for the costs incurred by Client regarding the use of the aforementioned facilities, inter alia, the costs of use and data. Furthermore Client is responsible to acquire at least one fixed IP address, since a fixed IP address is necessary to let the Service or the App communicate with the hardware.
- 3.10. Vendor strives to an availability of the Service of 99,9 (ninety nine comma nine percent) within the Service Window in a calendar year..
- 3.11. Vendor only installs the hardware as mentioned in article 3.7 in case it was agreed upon in the Agreement. Vendor is never responsible for defects in the aforementioned hardware. In case of defects, Client needs to contact de vendor of the hardware.
- 3.12. Vendor makes backups of the data Client accrued whilst using the Service. However, the backups are for internal use of Vendor. Therefore, Client is not entitled to request to restore a backup.

Article 4. Support, updates and upgrades.

- 4.1. Support will be rendered on the basis of best effort.
- 4.2. Vendor will strive to start with activities regarding a support call issued by Client, inter alia questions of Users and solving Defects, as soon as possible.
- 4.3. A Defect will only be processed in case the Defect can be proved by Client and in case the Defect can be reproduced by Client and Vendor.
- 4.4. In case Vendor presumes that solving a Defect will take such period of time that it can affect the availability of the Functionality, Vendor shall provide a temporary sufficient solution.
- 4.5. Repaired Defects will be put in production as soon as possible. In case of repaired Defects in the App, it might take a while before the App with the fixes is available in the appstore, since the App needs to be approved by the vendor of the appstore.
- 4.6. Defects caused by:
a. improper use by User;
b. using hardware and/or (browser) software other than the designated hardware and/or software;

are never covered by the Agreement.

- 4.7. In case Users do not have proper knowledge regarding the Functionality and/or Service, Vendor is entitled to demand that Client will acquire training from Vendor in order to bring the level of knowledge of the Users to an adequate level so that Users will not use Support disproportionately. Vendor will support its claim of insufficient knowledge by records of the (Support) history of Client.
- 4.8. Vendor will consult with Client prior to the implementation of updates and/or other changes in the Functionality in case this can result in an expected loss of the performance of the Service and/or loss of Functionality and/or partial or complete unavailability. This paragraph does not apply in case of Emergency Maintenance.
- 4.9. Vendor maintains a roadmap for future Functionality or future versions of the App. No rights may be derived from the roadmap by Client.
- 4.10. Updates and upgrades will be put in production within the Maintenance Window.
- 4.11. In case Client uses the App, the App will show a popup in case the App is three (3) versions behind, in which popup is stated that Client is obliged to download the newest version. In case Client in that case wishes to continue the use of the old version, it acknowledges that some functionality might not work anymore as intended.
- 4.12. Vendor will always put the newest versions of the Service at the disposal of Client.

Article 5. Intellectual property rights

- 5.1. Vendor guarantees that it owns all the necessary intellectual property rights and/or licenses regarding the Service, inter alia, rights and/or licenses regarding the underlying software.
- 5.2. All intellectual property rights regarding by Vendor to Client provided material, inter alia, documentation regarding trainings, manuals and presentations, reports, roadmaps, remain vested in Vendor, its licensors and/or suppliers. Client is solely granted a license to use this material, which license does not encompass more than using the material for internal (training) purposes.

Article 6. Prices and rates, invoicing and payment

- 6.1. The prices and rates mentioned in the Agreement. All prices and rates are exclusive of V.A.T. or sales tax. Vendor is yearly entitled, per January 1st, to increase the agreed upon prices and rates.

- 6.2. The remuneration for the Service is invoiced monthly in arrears. Every month Client receives an invoice by e-mail. The e-mail contains a link to a payment service provider which enables the Client to pay the aforementioned invoice. The payment term is stated in the aforementioned e-mail or invoice. Functionality that was added in the interim is immediately invoiced pro rata until the next invoice date.
- 6.3. Other services and activities which are not covered by the Agreement, are rendered against the applicable rates for the involved employees of Vendor. In that case invoicing will be done in monthly arrears on the basis of time and materials, unless explicitly agreed otherwise. What is stipulated in this paragraph also applies for (the parts of the Agreement covering) consultancy activities, unless explicitly agreed upon otherwise.
- 6.4. The by Vendor to Client issued invoices are due and payable within thirty (30) days after invoice date.

Article 7. Duration, termination and exit

- 7.1. The Agreement is entered into for an indefinite period of time. The Agreement is terminated in case the invoice as mentioned in article 6.2, is not paid within the payment term. The account of Client is saved for a period as set out in article 7.5, withint that period of time the Agreement can be revived by Client.
- 7.2. Without prejudice to what is agreed upon, Vendor is entitled to terminate the agreement, partially or completely and with immediate effect, in writing without any prior notice: (i) in case Client commits an imputable failure regarding one or more of its obligations and/or compliance is impossible; (ii) in case it becomes clear to Vendor that Client is not in a position and/or willing to fulfill its obligations; (iii) in case Client has applied for a suspension of payments, has been granted this suspension of payments or has filed for bankruptcy, has been declared bankrupt, is about to liquidate its company, ceases its operations or appears to be insolvent.
- 7.3. All rights granted to Client under the Agreement regarding the use of the Functionality expire in case of termination of the Agreement, regardless in which way the Agreement was terminated.
- 7.4. Obligations, which, by their nature are intended to survive the termination, will remain in force after termination. The termination of the Agreement will not explicitly exempt parties from inter alia confidentiality, intellectual property rights, applicable law and dispute resolution. This also applies in case the termination was due to an attributable shortcoming on the part of Vendor.
- 7.5. After termination of the Agreement, regardless reason of termination, Client is entitled to access the backend of the Service for a period of three (3) months, to let Client export its data accrued whilst using the Service.

- 7.6. Vendor is entitled to suspend the Service or App temporarily or indefinitely, without being liable towards Client.

Article 8. Limitation of Liability

- 8.1. The total liability of Vendor due to an attributable shortcoming in the fulfillment of the agreement, or due to any other reason, inter alia, tort, is limited to a compensation for direct damages and limited to an amount that equals the remuneration (v.a.t. exclusive) Vendor received from client in the one (1) calendar month prior to the damage causing event, where a series of consecutive events is deemed as one event.
- 8.2. The liability of Vendor for indirect damages, consequential damages, lost turn over, lost profits, lost savings, loss of goodwill, damage due to business interruption, damages resulting from claims of customers of client, damages related to the use of by client to Vendor designated procedures, third party materials or third party software and damages related to the use of suppliers designated by client to Vendor is excluded.
- 8.3. Unless compliance by Vendor is permanently impossible, the liability of Vendor for an attributable shortcoming in the fulfillment of the agreement will only be valid if client immediately notifies Vendor of the default situation, giving Vendor a reasonable period of time to remedy the situation and Vendor remains in default after the aforementioned period of time. The notice must give a detailed and complete description of the shortcomings, so that Vendor will have the opportunity to respond adequately.
- 8.4. Any claim for damages against Vendor lapses three (3) months after the date the damage causing event, or so much sooner by virtue of law.
- 8.5. The stipulations as set out in this article and all other limitations and exclusions of liability specified in these general terms and conditions, also apply for the benefit of all persons and/or legal entities used by Vendor during the execution of the agreement.
- 8.6. The limitations of liability as set out in this article are void in case of willful misconduct or conscious recklessness of the top level management of VVendor.

Article 9. Force majeure

- 9.1. Vendor is not obliged to perform any obligation if prevented from doing so due to a circumstance for which Vendor cannot be attributed, nor under the law, legal act or due to generally prevailing opinions. In case Vendor invokes force majeure against Client, Vendor shall notify Client in writing as soon as possible, however, within a reasonable period of time.

- 9.2. Under force majeure for Vendor is understood, inter alia, as not being able to properly fulfill its obligations due to the lack of personnel, (long duration of) illness of personnel, strikes, traffic congestions, loss of data and documents, power failures, late deliveries of goods and services, regardless of the fact that these events take place at Vendor and/or its suppliers.
- 9.3. In case of force majeure situation that lasts longer than ten (10) days and Client has sent Vendor a notice of default, Client has the right to terminate the Agreement extra-judicial and with immediate effect by means of a registered letter. Client is not entitled to any damages. Work which has already been performed under the terms of the Agreement will be paid pro rata. In order to determine what work has already been accomplished, the time sheets of Vendor will prevail.

Article 10. Confidentiality

- 10.1. Information and/or documentation is considered confidential if it is designated by one party as such, or if the other party has knowledge of the fact, or should have known, that information and/or documentation is confidential.
- 10.2. The parties, and the staff of the parties, shall make use of confidential information which has been received or made available only in accordance with the stipulations in the agreement. They shall not make this material available to third parties directly nor indirectly, nor approve the use of, without prior approval of the other party. Parties, and the staff of the parties, shall take all necessary precautions in order to protect the information from unauthorized use and disclosure.
- 10.3. The provisions in this article shall not apply if one party has to disclose confidential information pursuant to a court order or government decree.
- 10.4. Client is obliged to take measures to prevent unauthorized persons from gaining (possible) access to the delivered services and data. Client is liable for damages suffered by Vendor in case third-parties make illegal or unauthorized use of delivered goods, software and/or services.
- 10.5. Client acknowledges that the screen lay outs, the interfaces, graphical elements and icons are subject to intellectual property rights as mentioned in Article 5. The stipulations regarding non-disclosure, as set out in this article also apply to inter alia the screen prints / captures of the Service.

Article 11. Processing personal data

- 11.1. The following paragraphs of this article are deemed as a basic processing agreement in accordance with the Dutch Personal Data Protection Act and are applicable if personal data, as described in the aforementioned law, are being

processed. Upon first request of Client, Vendor is willing to cooperate in order to make further arrangements regarding processing (and securing) personal data.

- 11.2. Under the aforementioned law, Vendor should be deemed as processor and Client as the controller.
- 11.3. Vendor shall process personal data in favor of Client within the agreed upon scope. Vendor is not allowed to use the personal data obtained from Client for its own benefit, other than agreed upon, process or disclose this personal data to third parties.
- 11.4. Vendor will never be able to guarantee that the safeguarding of information is effective under all circumstances. In case an explicitly described level of protection is not agreed upon the security shall meet a level which, given the standard of the current technology and sensitivity of the data and involved costs, is not unreasonable.
- 11.5. Upon the first request by Client, Vendor will cooperate with an independent audit in order for Client to be able to get an accurate perception of the measures taken by Vendor as described in the preceding paragraph. Any involved costs with this will be borne by Client.
- 11.6. Adequate protection of the workstations and devices of Client and Users , as well as taking appropriate technical and organizational measures is always the responsibility of Client, therefor Vendor is never responsible or liable.
- 11.7. In case it is possible to upload documents within the Service, it is the responsibility of Client to assess whether the documents it wishes to upload do not contain sensitive (personal) data, since the organizational and technical measures Vendor has in place regarding the protection of personal data are of basic level, and do not meet the requirements for processing sensitive (personal) data. Client indemnifies Vendor for claims of third parties regarding the (illegal) processing of sensitive (personal) data.

Article 12. Transfer of rights and obligations

- 12.1. Client is not entitled to transfer rights and obligations to a third party, without prior written permission of Vendor. The aforementioned permission cannot be withheld unreasonably by Vendor.
- 12.2. Vendor is entitled to transfer all rights and obligations ensuing from the agreement, without any limitations, to third parties. Client shall be notified thereof as soon as possible.
- 12.3. Vendor is entitled to make use of third parties to execute the Agreement, whether by of subcontracting or the hiring of personnel.

Article 13. General stipulations

- 13.1. The Agreement is governed by the Laws of the Netherlands. Disputes arising out of the Agreement will be solely submitted to the court in Amsterdam.
- 13.2. To the extent that any provision of the general conditions is declared void and/or annulled, all other conditions between parties remain in force. In such a case, parties will agree to a new set of provisions, which will correspond as much as possible to the void or annulled conditions.
- 13.3. Delivery terms given by Vendor at any given moment are approximate deadlines and can not to be considered as binding terms. The lapse of the delivery term will not result in an attributable shortcoming. In that case Client is not entitled to any compensation or damages.
