

TERMS OF USE CLIENT

These Terms of Use apply to your use of the Platform (as defined below) offered by: Provider, as defined in article 1.

We recommend that you read these Terms of Use carefully so that you know what rights and obligations you have when using the Platform.

Article 1. Definitions

1.1 In this Agreement, the following capitalised terms will always have the following meaning:

Account: your personal environment within the Platform to which you access after logging in with your Login data and where you can view, save and post Content;

Client: the legal entity that pursuant to an agreement with Provider wish to cooperate or communicate and for the purpose of this service make use of the Platform offered by Provider;

Content: all materials made available within the Platform, such as - but not limited to - documents, returns, invoices, forms, news releases, records, KPIs, order confirmations, agreements and reports;

Employees: employees of Provider;

IP Rights: all rights of intellectual property and related rights, such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and neighbouring rights, as well as know-how and one-line performances;

Login data: the strictly personal combination of user name and personal combination of user name and password, which allows you to access the Platform and your Account;

Platform: the digitally accessible application to which Users, after accepting the Terms of Use, by means of their Login data and where they may view, download and post Content, in order to communicate and collaborate with other Users;

Producer: the producer of the Platform, hereinafter also referred to as "them", "they" or "their";

Provider: the legal entity that offers the Platform to Clients (who provides the Client with one or more Accounts), to collaborate or communicate with their Clients, hereinafter also referred to as "we", "us" "our";

Service: the Service offered by Provider, which includes this Platform, which enables the Provider to collaborate and communicate with Clients;

Terms of Use: these Terms of Use, which apply to the Platform;

User: the natural person who has obtained Login data and has an Account that can be used to access the Platform, and who either operates on behalf of Provider or on behalf of Clients, in these Terms of Use also referred to as 'you' or, in possessive form, as 'your'.

Article 2. Applicability

2.1 These Terms of Use apply to all your use of the Platform and all legal relationships that may arise between you and us from that use.

2.2 We may amend or supplement these Terms of Use. The most up-to-date Terms of Use can always be found in the Platform. We will notify you as soon as the Terms of Use have been changed. If you continue to use the Platform after the Terms of Use have been changed, you indicate your agreement with the new version of the Terms of Use.

Article 3. The Service

3.1 The Service entitles you to access and use the Platform. Via the Platform, you can view, download and post Content and therefore collaborate and communicate with other Users. As a User, you may act on behalf of one or more Clients.

3.2 Additional conditions, in particular those relating to Content, may apply to the Service.

3.3 Provider shall make every effort to provide the Service to the best of its ability. You agree that the Service only includes functionality that is available as is at the time of use ('as is'). Only if explicitly stated otherwise, Provider shall to the extent permitted by mandatory law, make no warranties, for example about the operation security or accuracy of the Service in any form whatsoever.

Article 4. Access to and use of the Platform

4.1 You can only access the Platform if you possess Login data. These initial Login data are provided to you by Provider. You warrant that all data that you provide in the context of obtaining your Account and Login data are up-to-date, correct and complete. If such data is not, you will promptly provide data to Provider that is up-to-date, correct and complete.

4.2 You are solely responsible for maintaining the confidentiality of your Login data and you must not disclose your Login data to third parties. We may assume that you are actually the person who logs in with the Login data provided to you. As soon as you know or have reason to suspect that Login data have come into the hands of unauthorised persons, you must let us know. Furthermore, you have the obligation to take effective measures yourself, such as periodically changing your Login data. We reserve the right to change the login procedure and/or Login data if we deem this necessary in change if we deem it necessary in the interests of the functioning of the Platform.

4.3 As a User, you are responsible for ensuring that your conduct in or with the Platform are not unlawful. For example, you must not upload incorrect or harmful information (such as viruses and malware), may not upload any security measures placed by us, may not bypass the security measures placed by us, do not (otherwise) act criminally and do not infringe our (IP) rights or (IP) rights of Producer and other third parties.

4.4 You are expressly prohibited from using the Service and/or Content in any way

- a. that is discriminatory as to appearance, race, religion, gender, culture, origin or is otherwise offensive or inappropriate, to the satisfaction of PinkWeb;
- b. which incites violence against and/or harassment of another or others;
- c. which leads to or results in the exploitation or abuse of others;
- d. which in the opinion of PinkWeb or the Client is contrary to good morals or good taste, is violent or contains a link to pornographic material;
- e. which promotes or commits the commission of illegal activities;
- f. which is based on untruths and/or is misleading;
- g. contains viruses, Trojan horses, worms, bots or other software that damage a computerised work, render it unusable or inaccessible, erase it or make inaccessible, or which are intended to technical protection measures of the website and/or the computer systems of PinkWeb or the Client;
- h. violates these Terms of Use or any applicable laws and/or regulations;
- i. infringes the rights of PinkWeb and/or third parties, including but not limited to IP rights or rights relating to the protection of privacy;
- j. is otherwise unlawful in any way; or
- k. may damage the interests and good name of PinkWeb and/or Client.

4.5 We and Producer are at all times entitled to remove Content which in our opinion is in conflict with what has been determined in the previous paragraph, immediately and without warning to you

from the Platform without warning. We and Producer are also entitled to (temporarily or permanently) restrict your access to the Service (temporarily or permanently) if you act in violation of clause 4.4.

4.6 You agree that Provider cannot guarantee that others will act in accordance with the Terms of Use.

Article 5. Content

5.1 You acknowledge that Provider has no control over the compliance with these Terms of Use by other Users. If you post Content, you thereby warrant that such Content is lawful and, if necessary, you have permission from the rights holder(s) to post this Content in the Platform. If we suspect that the Content posted is unlawful or should not be placed for any other reason, we may remove or have this Content removed from the Platform. Provider will only do so after written notification to and consent from you, unless in cases of emergency consent cannot reasonably be requested. An emergency as referred to in the previous sentence will in any event in any case arise if the failure to directly change, refuse or remove Content violates a statutory requirement, this may pose a threat to the continuity of Provider or Producer, such Content (potentially) infringes any right of a third party, or right of a third party or it is otherwise unlawful. As the party posting the Content, you indemnify us from all claims of third parties who believe they have suffered damage due to the (alleged) unlawful nature of the Content.

5.2 You may only post Content insofar as this is done in the context of the Service. This means that you may only post Content insofar as this is in connection with the cooperation and communication with Provider.

5.3 If you feel that certain Content in the Platform could be criminal or infringes (IP) rights of third parties, you can make a notification in the Platform or report by e-mail. We will investigate such reports and may take action. A report regarding unlawful Content that you have found on the Platform must contain at least the following information:

- a. the URL of the location where the Content that you believe is infringing can be found on the Platform;
- b. a statement that in your opinion there is an infringement and why;
- c. your contact details so that we can contact you, such as your name, address, telephone number and email address;
- d. if IP rights are infringed: a description of the IP right which you believe has been infringed with a specification of exactly what is infringing.

5.4 We reserve the right to forward the report from the previous paragraph to the organisation or person responsible for the Content to which this report relates to.

5.5 We have the right to immediately remove or make inaccessible the Content following response to a notification as referred to in clause 5.3. We reserve the right not to remove certain Content if it is not manifestly unlawful. We are in such cases entitled to remove Content only after a competent Dutch court orders us to do so.

5.6 By making a notification under the first paragraph, you indemnify us and our management, directors, employees, representatives and legal successors for any claim of third parties in connection with the removal or inaccessibility of the Content.

5.7 We do not become a party to any dispute between the person from whom the notification under the first article paragraph and the third party to whom the notification relates.

Article 6. Availability

6.1 Please note that disruptions in the accessibility of the Platform may be caused by failures in your internet connection or hardware. You are yourself responsible for the purchase and proper functioning of this technical infrastructure and internet connection and we are not responsible for any damages resulting from problems with such facilities.

6.2 We and Producer are entitled at any time to carry out maintenance to the Platform. However, we endeavour to carry out such maintenance outside office hours and will give you as much notice as possible. It is therefore possible that (parts) of the Platform and/or the Content may be made (temporarily) inaccessible, without us becoming liable to you for damages.

Article 7. IP Rights

7.1 The IP Rights relating to the Service are vested in us or our licensor(s). Nothing in these Terms of Use is intended to transfer any IP Rights to you.

7.2 If you comply with all the provisions of these Terms of Use, you will be granted a limited, personal, revocable, worldwide, non-exclusive, non-sublicensable and non-transferable right to access and use the Platform and the Content, in so far as necessary for the use of the Service.

7.3 If you make Content available via the Platform, you retain the IP Rights thereon. By posting Content on the Platform, you grant Provider and Producer a limited, personal, revocable, worldwide, non-exclusive, non-licensable and non-transferable right to use the Content for the purpose of the Service.

7.4 You shall refrain from any act that infringes IP rights of Provider, Producer or other Users. You are expressly prohibited from modifying, reverse-engineering the Platform or Content, to modify, reverse engineer or disclose it for any purpose other than as specified in these Terms of Use.

Article 8. Privacy

8.1 We are responsible (within the meaning of the General Data Protection Regulation) for the processing of your personal data. The processing will therefore always take place in accordance with our privacy policy. We will comply with the ensuing obligations. For example, we will always take appropriate technical and organisational measures to secure your personal data.

8.2 Producer may process your personal data in connection with the provision of the Platform and the Content contained therein. If and to the extent such processing does indeed take place, they will always do so on our behalf and on your behalf. In sense of the General Data Protection Regulation, Producer therefore has the role of 'processor'.

Article 9. Warranties and indemnities

9.1 We cannot guarantee that the Platform will always remain available. Nor do we make promises regarding the quality and legality of the Platform.

9.2 As the Content comes from many different sources, we cannot make any warranties, undertakings and indemnities regarding the quality legality, completeness, availability and accuracy of the Content, unless otherwise provided in these Terms of Use.

9.3 The Platform is only a means of communication and cooperation between you, us and other parties.

9.4 You shall be liable to us for, and you shall indemnify us against, any damages and costs that we suffer or incur as a result of (i) an attributable failure to comply with these Terms of Use by you, (ii) any conduct by you in using the Platform, including any infringement of IP rights or any breach of privacy of third parties or (iii) of an unlawful act.

Article 10. Liability of us and the Producer

10.1 Unless this article provides otherwise, we and Producer shall not be liable for any damage resulting from the provision of the Platform and any Content, or in tort or otherwise.

10.2 If we or Producer are nevertheless liable to you for damages arising from any default or tort, then we are the first point of contact for this liability and only then the Producer. This liability shall at all times be limited to direct damages, with a total, absolute maximum of the amount that their professional liability insurance pays out in that case. Their total, aggregate liability for damages arising out of a breach of contract or tort will however, never exceed an amount of €50 (fifty euro) (irrespective of the number of damaging events and regardless of whether the insurer pays out).

10.3 Direct damage within the meaning of the previous paragraph refers exclusively to:

- property damage;
- reasonably incurred expenses that you would have to incur to ensure that our performance is brought in line with what was agreed between us;
- expenses reasonably incurred by you to determine the cause and extent of the damage determination, to the extent that the determination relates to direct damage within the meaning of this paragraph;
- expenses reasonably incurred by you to prevent or limit damage, to the extent that insofar as you can demonstrate that these expenses resulted in a limitation of the direct damage in the direct damage within the meaning of this paragraph.

10.4 We and Producer shall not be liable for any damage other than direct damage, such as pure property damage, loss of turnover and profit, damage due to loss of or damage to of electronic data or immaterial damage.

10.5 The limitation of liability lapses as soon as damage is caused due wilful misconduct or gross negligence.

Article 11. (Consequences of) Termination

11.1 The term of your Account is linked to the term of the agreement we have concluded with our Producer and with you. If you wish to terminate your agreement with us, you may consult with us about this. Should you indeed terminate your agreement with us, your right to use the Platform will expire, your access will be immediately blocked and your Account will be deleted.

11.2 In addition to the other (legal) remedies we may invoke, we are always entitled to restrict or completely block your access to the Platform, delete your Account temporarily or permanently, in particular if:

- you act in breach of these Terms of Use; or
- we believe that your actions may cause damage or liability to yourself, us or to others.

If an above situation arises, we will first (unless due to the seriousness of the breach or urgency cannot be required of us) enter into consultation with you to undo the breach and seek an appropriate solution. In any event, by restricting or blocking your access, we will not be liable for any damages arising thereof.

Article 12. Final provisions

12.1 In the event that one or more provision(s) of these Terms of Use is/are void or voidable, or for any other reason invalid in whole or in part becomes or is/are, the remaining provisions of the Terms of Use shall remain in force. We will in such case replace the invalid clause with a clause that is valid and whose effects correspond as far as possible to those of the invalid clause.

12.2 We are entitled to transfer our rights and obligations arising from the Terms of Use to a third party. We will always inform you of this.

12.3 In case of deviations or interpretation differences between a Dutch and an English version of the Terms of Use, the Dutch version shall prevail at all times.

12.4 These Terms of Use are exclusively governed by Dutch law. All disputes arising from and/or relating to these Terms of Use shall be submitted to the competent court in the Netherlands.
