

# General terms and conditions Kreatif Klub BV

Version: 1.2.

These general terms and conditions apply to all offers and agreements arising therefrom between Kreatif Klub B.V. in Rotterdam, Chamber of Commerce number 70359016 and its counterparties (the "client").

Provisions or conditions set by the client that deviate from or do not appear in these general conditions are only binding for Kreatif Klub B.V. if and insofar as this has been explicitly agreed upon in writing.

## Article 1 Quotation and acceptance

1. Kreatif Klub B.V. draws up a quotation in which Kreatif Klub B.V. indicates which work activities (the "services") Kreatif Klub B.V. will perform, what is included in the services and how much the client will be charged for this work and these services. Only the description of the services stated in the quotation is binding.
2. In general, the services include the creation of customized software, upon request from the client, and everything related to the creation. Other activities are only carried out if it is stated in the quotation.
3. A quotation is entirely without obligation and valid up to 21 days after the day Kreatif Klub B.V. sent the quotation, unless stated otherwise in the quotation. Kreatif Klub B.V. is not obliged to deliver the services for an offer which has been accepted by the client after this period.
4. An agreement is established when Kreatif Klub B.V. receives a confirmation of the quotation. The quotation is confirmed in written form by signing the document and returning by mail.
5. The quotation is also considered accepted if the client does not explicitly confirm the quotation, but agrees or gives the impression of agreeing to Kreatif Klub B.V. delivering the services that fall within the related description. This also holds when the client asks Kreatif Klub B.V. to fulfil certain works or services without awaiting a formal quotation.
6. Changing the services is only possible with the agreement of both parties, except to the extent that it is specified elsewhere in these terms and conditions.
7. Kreatif Klub B.V. will make a suitable offer for requests for additional work.

## Article 2 Delivery of Services

1. After the agreement is established, Kreatif Klub B.V. shall deliver the services as soon as possible in accordance with the offer, taking into account the reasonable wishes of the client.
2. The client is responsible to provide Kreatif Klub B.V. with all the data needed for the execution and delivery of the services. If the client fails to provide all the information and data, Kreatif Klub B.V. can not execute and deliver its works and services on time.
3. The client will give Kreatif Klub B.V. access to all places, services and accounts under its management (such as web hosting accounts), that Kreatif Klub B.V. reasonably needs to deliver the services.
4. Kreatif Klub B.V. guarantees that the services will be executed to the best of its abilities. If a proper execution of the services requires, Kreatif Klub B.V. has the right to have certain work done by third parties. In this case, Kreatif Klub B.V. is and remains responsible for the client.
5. Kreatif Klub B.V. might investigate the accuracy, completeness or consistency and coherence of

the source materials that are made available to Kreatif Klub. If there are imperfections or corrupt data and wrong source materials, Kreatif Klub B.V. is allowed to suspend the agreed work until the moment the client has removed the relevant imperfections.

6. Kreatif Klub B.V. will not be a party in the delivery of services from, or agreements arranged between third parties and the client, such as services like software licences or agreements with hosting providers, even when Kreatif Klub B.V. purchases these services for the client in order to deliver the services and work agreed.
7. Kreatif Klub B.V. has the right not to provide the services (temporarily) or to a limited extent if the client fails to comply or acts contrary to these terms and conditions.
8. Kreatif Klub B.V. will aim to respond within 48 hours to a request from the client during office hours unless otherwise agreed in the quotation.

## Article 3 Development of Works

1. If a service aims at developing, configuring and/or adapting works (websites, data files, software, documentation, advice, reports, analyzes, designs, texts, photos, films, sound recordings, images, audiovisual material, logos or house styles; hereinafter: "works"), Kreatif Klub B.V. reserves the right to use images, software and components of third parties unless otherwise agreed.
2. Kreatif Klub B.V. is permitted to use open source software of which the rights lie with third parties. That means, among other things, that Kreatif Klub B.V. may deliver open-source software to the client and may process open-source software in works that Kreatif Klub B.V. makes or modifies in the context of a Service. If the license of certain open-source software means that the client can only distribute (parts of) the software as open-source, Kreatif Klub B.V. will adequately inform the client about all applicable license conditions.
3. After delivery, it is the client's responsibility to comply with the relevant third-party licenses when using the developed works.

## Article 4 Acceptance and Rejection of Services and Works

1. Kreatif Klub B.V. will deliver the results or parts of the results when Kreatif Klub B.V. deems the works suitable for use and has met specifications.
2. The client must then evaluate and approve or reject the delivered services/works within 21 days after delivery. If the client does not reject the delivery within this 21 day period, the delivery is considered to have been accepted.
3. For work delivered in phases, the client must approve or reject work for each stage after completion of each phase, in the manner as stipulated in the previous paragraph. The client may not base approval or rejection in a later phase on aspects that have been approved in an earlier phase.
4. If the client fully or partially rejects the delivered goods, Kreatif Klub B.V. will address the cause for rejection as quickly as possible. Kreatif Klub B.V. will review the result or state why the cause for rejection does not apply. The client then has 21 days to approve or reject the revision or motivation.
5. If the client rejects parts or the whole of the delivered works or services after the first revision, Kreatif Klub B.V. decides how many more revisions are reasonably necessary. If one of the parties believes no further revisions will be useful to get the works to an accepted form, both

parties are entitled to terminate the agreement for the relating works or services. In that case, the client will pay the hours actually worked by Kreatif Klub BV, with the maximum amount paid not exceeding the rejected offer. However, the client is not allowed to use the rejected works, services and results in any way after the rejection.

6. After the delivered works and services are accepted, any liability for defects expires, unless Kreatif Klub B.V. knew the defect at the time of acceptance. In any case, any liabilities are expired after 1 year after the termination of the agreement.

## Article 5 Intellectual Property Rights

1. All intellectual property rights to all developed or delivered services or Work belong exclusively to Kreatif Klub B.V. or its licensors. Rights can only be transferred to the client if stated explicitly in the offer or separately expressly agreed upon.
2. The client only obtains the user rights and authorizations that arise from the scope of the agreement or which are granted in writing. The client will not reproduce the works or services or make them public. Any use, reproduction or disclosure of the materials that are outside the scope of the agreement or granted user rights is considered a copyright infringement. The client will pay Kreatif Klub B.V. an immediately payable and not subject to judicial moderation of € 20,000 per infringing act. The payment for the infringing act does not affect the right of Kreatif Klub B.V. to be compensated for the damage caused by the infringement or to take other legal measures to end the infringement.
3. The client is entitled to make changes to works that it receives in terms of user rights.
4. Kreatif Klub B.V. will make the source files (such as, but not limited to, PSD, EPS, AI, HTML / CSS, Javascript or PHP code) of delivered works available to the client after payment of the relevant invoice or invoices.
5. The client is not permitted to remove or change any indications regarding copyright, brands, trade names or other intellectual property rights from the materials, including indications regarding the confidential nature and secrecy of the materials.

## Article 6 Processing and Protection of Personal Data

1. Kreatif Klub B.V. will only process personal data on behalf of the client and has no control over the personal data. Kreatif Klub B.V. follows the client's instructions and may process the personal data differently for agreed purposes if the same or a higher level of protection remains guaranteed.
2. Kreatif Klub B.V. adheres to the law and processes the data in a proper, careful and transparent manner.
3. If Kreatif Klub B.V. engages other organizations with permission, they must at least meet the requirements included in these general terms and conditions.
4. If Kreatif Klub B.V. receives a request from a Data Subject who wishes to exercise his or her privacy rights, Kreatif Klub B.V. will cooperate within a period of 14 days. The fourteen-day period can be extended to four weeks in consultation with the client. These rights consist of a request for access, rectification, addition, removal, blocking or objecting to the processing of personal data and a request for transferability of your own personal data.
5. If the client requests Kreatif Klub B.V. to provide the client with information, Kreatif Klub B.V. will

provide the information that the client needs to perform a Data Protection Impact Assessment (Privacy Impact Assessment). The client needs to be able to estimate the risk of the processing that Kreatif Klub B.V. performs on behalf of the client.

6. Kreatif Klub B.V. implements appropriate technical and organizational measures to protect personal data against loss or any form of unlawful processing. These measures ensure an appropriate level of security regarding the risks involved in the processing and the nature of the data to be protected.
7. In the event of a discovery of a possible data leak, Kreatif Klub B.V. will inform the client about the data leak within 24 hours via email and/or telephone and provide the client with the information, so that the client can make a report to any supervisor if necessary.

After reporting a Data Leak to the client, Kreatif Klub B.V. will keep the client informed of new developments regarding the Data Leak and the measures that Kreatif Klub B.V. has taken to limit and end the Data Leak to happen again in the future. It is not permitted for Kreatif Klub B.V. to report a Data breach to the Data Controller and Kreatif Klub B.V. may not inform the Data Subject about the Data breach. The informing of the Data Subject is the responsibility of the client. Any costs incurred to resolve the Data breach and to be able to prevent it in the future will be paid by the client.

The client may have an inspection or audit carried out in the Processor's organization to determine whether the processing of the Personal Data complies with the law and the agreements of the quotation and the terms and conditions. Kreatif Klub B.V. will cooperate with an inspection or audit. The costs for conducting the audit will be paid by the client. If one of the Parties considers that a change in the security measures to be taken is necessary, the Parties will have to agree on the changes. The costs for changing the security measures are for the Controller.

## Article 7 Prices and payment

1. The client owes the fixed amount(s) stated in the quotation for the services. By default, the client owes 30% at the start of the work and the remaining amount when the job is done. Down payments are due as soon as Kreatif Klub B.V. announces that the work or services will start. Other amounts will only be charged if stated elsewhere in these terms and conditions. Parties can coordinate a different invoicing method prior to the start of the assignment.
2. Kreatif Klub B.V. will send the client an invoice electronically or if desired, by mail.
3. The payment term of invoices is 14 days after the date of the invoice unless a longer one payment term is indicated on the invoice. If the client does not pay on time, it will be in default by operation of law after the expiry of the fourteen days period without notice of default being required. If an amount due is not paid within the payment period, the statutory interest will be due on the outstanding invoice amount.
4. If the client believes that (part of) an invoice is incorrect, he must submit the motivation why the payment term is incorrect to Kreatif Klub BV. The payment obligation of the disputed (but not the remaining) will be suspended until Kreatif Klub B.V. has investigated and replied to the motivation of the client. If upon investigation by Kreatif Klub B.V. it appears that the dispute was unjustified, the client must still pay the disputed amount within seven days.
5. In the event of late payment, the client is, in addition to the amount due and the amount due interest accrued, held to a full reimbursement of both extrajudicial and judicial collection costs,

including the costs for lawyers, bailiffs and collection agencies. In this case, Kreatif Klub B.V. is particularly entitled to charge an administration fee of € 50.

6. The claim for payment is immediately due and payable in case the client dies, goes into liquidation or is dissolved or when the client is declared in a state of bankruptcy, or a complete seizure is made of the assets of the client.

## Article 8 Confidentiality

1. The parties will carefully use and protect confidential information provided before, during or after the execution of the agreement. Information is confidential when information is marked as confidential or when the receiving party knows or should know that the information was intended to be confidential. The parties make sure their employees and third parties will adhere to confidentiality.
2. Kreatif Klub B.V. will try to prevent seeing or using data of the client that is stored or distributed via the hardware or software that relates to works and services, unless it is necessary for the proper execution of the agreement or when Kreatif Klub B.V. is obliged to do so following a legal provision or court order. In that case, Kreatif Klub B.V. will try to limit the knowledge of the data as much as possible.
3. Kreatif Klub B.V. may use the knowledge gained during the execution and delivery of the agreement for other assignments, as long as none of the client's information becomes available to third parties in violation of these confidentiality obligations.
4. The obligations under article 8 of these terms and conditions also continue to exist after termination of the agreement for whatever reason, and for as long as the party providing the information can reasonably claim the confidential nature of the information.

## Article 9 Liability

1. Kreatif Klub B.V. is only liable towards the client in the event of an imputable shortcoming in the delivering of the agreement and only for replacement compensation, that is, compensation for the value of the delivery that has been overlooked.
2. Any liability of Kreatif Klub B.V. for any other form of damage is excluded, including, but not limited to, additional compensation in any form, compensation for indirect or consequential damages, damages due to lost sales or profits, damages due to loss of data, as well as damages due to exceeding deadlines due to changed circumstances.
3. In the event of liability under the first paragraph, the maximum amount that Kreatif Klub B.V. is obliged to reimburse equals to the amount due for the relevant Service. This maximum amount will lapse if and insofar as the damage is the result of intent or gross negligence on the part of Kreatif Klub BV.
4. Kreatif Klub B.V. is only liable for shortcomings and non-fulfilment of obligations after the client has written a notice-of-default containing a detailed description of the shortcomings and has provided a reasonable period of time for Kreatif Klub B.V. to rectify and fulfill its obligations, and in which Kreatif Klub has failed to do so.
5. In the event of force Majeure (malfunctions or failures of the internet, telecommunications infrastructure, power failures, internal unrest, mobilization, war, blockage in transport, strike,

exclusion, business disruptions, stagnation in supply, fire, flood, import and export barriers) and in the event that suppliers of Kreatif Klub B.V., irrespective of the reason therefore, are not able to deliver, it cannot reasonably be expected of Kreatif Klub BV to deliver according to the agreement. The implementation of the agreement will be suspended, or the agreement will be terminated if the force Majeure situation is longer than ninety days, all without any obligation to pay compensation.

6. The client ensures adequate coverage of liability through liability insurance. At the request of Kreatif Klub BV, the client gives insight into her/his liability insurance policy.
7. The client indemnifies Kreatif Klub against all claims, fines and / or measures of third parties, including Data Subjects and the supervisory authority (Autoriteits Persoonsgegevens in the Netherlands), that might be instituted or imposed against Kreatif Klub for a violation of the GDPR and / or other applicable laws and regulations regarding the Processing of Personal Data by Kreatif Klub B.V. and / or (legal) persons engaged by Kreatif Klub BV, including but not limited to employees and / or sub-processors.

## Article 10 Duration and Termination

1. The agreement is intact throughout the duration of the period required for the provision of the services.
2. The agreement can only be terminated as explicitly described in this general terms and conditions, or through the approval of both parties.
3. After termination or dissolution for whatever reason, Kreatif Klub B.V. is entitled to immediately delete all data stored by him for the benefit of the client immediately after the date on which the agreement expires. In that case, Kreatif Klub B.V. is not obliged to provide the client with a copy of this information.
4. The agreement ends automatically if one of the parties declares bankruptcy, files for a suspension of payment or the party is seized, dies, goes into liquidation or is dissolved.

## Article 11 Changes to Agreements

1. Upon acceptance of the quotation, the agreement can only be altered through the consent of both parties.
2. If the agreement is a continuing Service, Kreatif Klub B.V. is entitled to unilaterally adjust or extend these general terms and conditions once a year. To this end, it must notify the client at least one month before the adjustments or take effect. Changes to the terms and conditions can never put a specific agreement aside.
3. If the client objects within this period, Kreatif Klub B.V. will consider whether it wishes to withdraw the objectionable adjustments. Kreatif Klub B.V. will notify the client of this decision. If Kreatif Klub B.V. does not wish to withdraw objectionable adjustments, the client is entitled to cancel the agreement as of the date that the changes in the terms and conditions will take place.
4. Kreatif Klub B.V. may change these terms and conditions at any time if these are necessary due to changed legal regulations. The client cannot object to such changes.
5. The above-mentioned arrangements are also applicable to prices.

## Article 12 Final Provisions

1. This agreement is governed by Dutch law. As far as the rules of mandatory law not otherwise specified, all disputes that may arise from this agreement will be submitted to the competent Dutch court for the district in which Kreatif Klub B.V. is established.
2. If any provision of this agreement appears to be void, this does not affect the validity of the entire agreement. Parties will, in that case, replace the void provision(s), which as far as legally possible, fulfils the intent of the original agreement and remains in compliance with these general terms and conditions.
3. The terms "written / in writing " in these terms and conditions also include e-mail. Parties will confirm receiving each other's emails, acknowledging and the content of the communication.
4. The version of any communication received or stored by Kreatif Klub B.V. is considered as authentic, subject to proof to the contrary to be supplied by the client.
5. Each party is only entitled to transfer its rights and obligations under the agreement to a third party with the prior written agreement of the other party. Contrary to this, Kreatif Klub B.V. is always entitled to transfer its rights and obligations under the agreement to a parent, subsidiary or sister company.
6. The Dutch language version of this agreement prevails in case of any inconsistencies with translated versions.