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General Terms and Conditions

Last amended: December 18, 2024

Article 1. Definitions

In these general terms and conditions, the following terms have the meanings set out below:

- Supplier: The private company with limited liability JIGGR B.V., having its registered office at Barbara Strozilaan 201, 1083 HN Amsterdam, registered with the Chamber of Commerce under number 85745316.
- User: The natural person or legal entity that enters into an Agreement with the Supplier, either online or through direct contact.
- Conditions: These general terms and conditions.
- Agreement: The agreement between the Supplier and the User relating to one or more Products, to which these Conditions apply.
- Product: The online products of the Supplier as offered on www.jiggr.co, or as agreed verbally or in writing.
- Commencement Date: The commencement date of the Agreement.
- Usage Period: The duration of the Product chosen by the User.
- Remunerations: The prices stated by the Supplier on its website.
- Website: www.jiggr.co
- Database: search.jiggr.co

Article 2. General

1. These Conditions apply to all (online) Products. The applicability of any general terms and conditions of the User, or any other terms, is expressly excluded.
2. Deviations from these Conditions are only valid if expressly agreed in writing between the Supplier and the User in advance, and only apply to the specific Agreement concerned.
3. Amendments and additions to any provision of the Agreement are only valid if and insofar as they are agreed upon by the Supplier and the User in writing, and such amendments or additions only concern the specific Agreement at hand.
4. If an Agreement is entered into by multiple Users, each User is jointly and severally liable for full, correct, and timely compliance with all obligations arising from the Agreement.
5. If the Supplier permits deviations from these Conditions for any period, whether expressly or tacitly, this does not affect the Supplier's right to demand immediate and strict compliance with these Conditions in the future. The User cannot derive any rights from the Supplier's failure to exercise its rights fully or at all.
6. If one or more provisions of these Conditions prove to be invalid, are annulled, or otherwise lose their legal validity, the remaining provisions will remain in full force, insofar as this aligns with the intent of these Conditions. In such a case, the parties will consult with each other to agree upon a replacement provision that, as far as possible, reflects the original intention.

Article 3. Subject of the Agreement

1. From the Commencement Date and for the duration of the Agreement, the Supplier will provide the User with access to the chosen Product under the conditions specified in these Conditions and at the contractually agreed Remunerations or, in the absence thereof, at the Remunerations stated on the Website.
2. The use of the Product by the User is strictly personal and solely for the support of the User's own activities.
3. The User is not permitted to provide login details and/or passwords to third parties (including colleagues), to make them available, transfer them, or to use the Product for the benefit of third parties.
4. The Supplier reserves the right to change the form, manner of access, and the products and services offered, and will inform the User of such changes in a timely manner.

Article 4. Obligations of the Supplier

1. The Supplier will endeavor to achieve an annual uptime of 99% for the Products, excluding maintenance periods. "Uptime" is defined as the accessibility and consultability of the Products.
2. Maintenance of the Products may take place between Saturday at 6:00 PM and Sunday at 9:00 AM. The Products may be temporarily inaccessible during maintenance.
3. If the uptime mentioned in paragraph 1 of this Article is not achieved due to force majeure or unforeseen circumstances (including, but not limited to, malfunctions in communication networks, internet or intranet failures, power outages, server failures, strikes, natural disasters, war, terrorist attacks, fire, water damage, or issues with third-

party data provision), the Agreement will be extended free of charge by the duration of the downtime. In such cases, the User is not entitled to any form of compensation.

4. The Supplier will endeavor to maintain links with external sources such as LinkedIn and public registers. In the event that a link malfunctions, it will be repaired as soon as possible, but no later than within five working days, insofar as it is technically and legally possible.

5. The Supplier will endeavor to correct any errors in the Products reported by the User as soon as possible, but no later than within twenty working days of receiving the notification.

6. The Supplier will provide free email support during office hours (9:00 AM to 5:30 PM, Monday to Friday, except statutory public holidays).

7. The Supplier will support the User's access to the register of companies and/or other public registers, including by saving a copy of the User's retrievals within the Products for archiving purposes.

8. The Supplier acts as a 'processor' within the meaning of the Personal Data Protection Act.

Article 5. Obligations of the User

1. The Products are intended exclusively for Users acting in the course of their profession or business. The User therefore guarantees that it is acting in the course of a profession or business.

2. The User will only use the Products in the normal course of its activities, and will not distribute, duplicate, sell, or republish the information contained in the Products outside these activities.

3. The User is not permitted to:

a. Decompile, reverse-engineer, or dismantle any software or other Products, or processes via the Supplier's Website.

b. Use robots, spiders, crawlers, or any other automated download programs, algorithms, or tools, or similar manual processes, to continuously and automatically search for, scrape, extract, or index any content or gather personal information from the Supplier's Website.

4. The User will take appropriate technical and organizational measures to safeguard the use of the Products against loss or misuse, ensuring a level of security appropriate to the state of the art and the implementation costs.

5. The User guarantees to the Supplier that the User will comply with all applicable laws and regulations when using the Products. The User will refrain from sending unsolicited messages ("spam"), from sending direct mail to organizations that have opted out of mailings, and from making unsolicited telephone calls to parties registered in the "do not call" register. The User indemnifies the Supplier against all claims from third parties in this respect and will reimburse any loss or damage suffered by the Supplier, including actual legal costs.

6. The User will inform all those who use the Supplier's Products on its behalf of these Conditions and guarantees that such persons will act in accordance with these Conditions.

7. If at any time the User does not comply with any obligation arising from the Agreement, fully or in a timely manner, the Supplier is entitled, without further notice, to temporarily or permanently deny the User access to the Products and to suspend its

obligations under the Agreement. The User is not entitled to any compensation in such a case.

Article 6. Prices, Invoicing, and Payment

1. For the retrieval of separate reports, the User will pay the Remunerations stated on the Supplier's Website in advance by the specified payment method.
2. For contracts, the User must pay all amounts due under the Agreement within fifteen days of the invoice date. If the User fails to pay any amount due under the Agreement in full and on time, the User will be in default immediately without further notice of default. In that case, the User must pay the statutory commercial interest on the outstanding amount, as well as all legal and other costs actually incurred by the Supplier to collect the outstanding amount.
3. Any late payment will incur interest at a rate of twelve percent (12%) on the invoice amount. Furthermore, the User will be liable for all additional collection costs incurred by the Supplier, calculated at ten percent (10%) of the invoice amount, with a minimum of EUR 200 per unpaid invoice, without prejudice to the Supplier's right to claim additional costs and damages.
4. Any dispute regarding the Supplier's invoices must be communicated in writing by the User within fourteen (14) calendar days of receipt of the invoice. If no objection is raised within this period, the invoice will be deemed irrevocably accepted by the User.
5. The User accepts that the Supplier has the right to send invoices electronically. The User is responsible for the proper storage and retention of electronic invoices and for compliance with all other legal requirements related thereto.
6. To the extent permitted by applicable law, the User expressly waives any right of compensation or set-off against the Supplier's claims.

Article 7. Liability

1. The User acknowledges that the Supplier's performance under the Agreement depends partly on the information provided by third parties, including suppliers such as the Chamber of Commerce. The Supplier will not be liable for any loss or damage suffered by the User if the Supplier cannot fulfil the Agreement, in whole or in part, due to issues of any nature with the information provided by third parties.
2. The Supplier will endeavour to keep the information in the Products up-to-date, complete, and accurate. However, the User accepts that inaccuracies or incompleteness cannot be completely ruled out, and the Supplier is not liable for such inaccuracies or incompleteness.
3. If the Supplier fails to fulfil one or more obligations under the Agreement, the User will give the Supplier notice of default by registered letter, granting the Supplier a reasonable period of at least twenty working days to remedy the breach.
4. If, after the expiry of the aforementioned remedy period, the Supplier is still in breach of its obligations under the Agreement, or is liable for unlawful conduct towards the User, the Supplier's liability is limited to cases of wilful misconduct or gross negligence. In such cases, the Supplier's liability is limited to the direct loss suffered by the User and to the amount of the most recent invoice. Under no circumstances is the Supplier obliged to compensate loss as referred to in Article 6:230 of the Dutch Civil Code.

Article 8. Intellectual Property Rights

1. All intellectual property rights (including, but not limited to, copyrights, database rights, trademark rights, and trade name rights) that exist in the Supplier's name, logos, Products, and information contained therein remain exclusively with the Supplier and/or its licensors. No transfer of these rights occurs under the Agreement. The User only obtains the limited right to use the Products as described in the Agreement.
2. The Products and the information contained therein may not be reproduced, published, or otherwise exploited by the User in any manner whatsoever, including but not limited to print, photocopy, microfilm, video disc, magnetic disc or tape, or by storing in a retrieval system accessible to third parties, without the Supplier's prior written permission.

Article 9. Duration of the Agreement and Termination

1. Unless otherwise agreed in writing, each paid Agreement for the use of a Product is entered into for a period of one (1) year (the "Initial Term") and is tacitly renewed for successive one (1)-year terms (each a "Renewal Term"). If a different initial term is agreed, the Agreement will be renewed for the same term. Renewal will not occur if either party gives the other party written notice at least thirty (30) days before the end of the Initial Term or any Renewal Term (in the case of the User: via billing@jiggr.co). If the User has created a team, the subscription will be renewed for all team members in the same manner.
2. The Supplier reserves the right to deny the User access to the Products at any time, with immediate effect and without prejudice to any other remedies, in the event of a breach of these Conditions, including the failure to make timely payment.
3. Notwithstanding any legal remedies available to the Supplier, and without prejudice to any other provisions of the Agreement, the Supplier is entitled to terminate the Agreement with immediate effect and without court intervention, without any obligation to pay compensation, if:
 - a. The User, even after receiving a notice of default (if required), fails to fulfil any obligation arising from the Agreement or these Conditions, or does not do so fully or in a timely manner.
 - b. The User is placed under guardianship or is at risk of such placement.
 - c. The User applies for or is granted a suspension of payments, bankruptcy, or is subject to a debt restructuring scheme.
 - d. An event occurs, or a situation arises comparable to the above, including the imminent threat of such circumstances.
4. Upon termination of the Agreement, for whatever reason, the User will immediately cease using the Products. All claims by the Supplier against the User become immediately due, and the User will promptly pay all outstanding amounts. All provisions of the Agreement that by their nature continue to apply will remain in full force and effect.
5. All quotations and price proposals communicated to the User are valid for a maximum of thirty (30) days.

Article 10. Confidentiality

1. The parties will treat as strictly confidential all information obtained from or about each other in the context of the Agreement that is marked as confidential or should reasonably be understood to be confidential (including, but not limited to, technical information, supplier and customer data, software, financial information, and business processes). Neither party will use or disclose such information without the other party's prior written consent.
2. If the Agreement is terminated, each party will, as far as possible, promptly return to the other party all documents, files, and other media containing confidential information, including any copies. If confidential information is stored in a form that cannot reasonably be returned, the party holding such information will destroy it.
3. The parties undertake to impose the same confidentiality obligations set out in this Article upon any persons they involve in the performance of the Agreement.

Article 11. General

1. The User is not entitled to transfer the rights and obligations arising from the Agreement to any third party without the Supplier's prior written consent.
2. The Agreement supersedes all previous verbal and written agreements regarding its subject matter and is governed exclusively by the laws of the Netherlands. All disputes arising from or related to the Agreement will be submitted exclusively to the competent court in Amsterdam or The Hague.