

General terms and conditions

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Last amended: 23 March 2021

Article 1. Definitions

In these general terms and conditions, the following terms are defined as stated below:

- **Supplier** The private company with limited liability JIGGR Corp., having its registered office in Delaware, United States and its principal place of business at (1066EP) John M. Keynesplein in Amsterdam, registered with the Chamber of Commerce under number 3670754.
- **User** The natural person or legal entity that enters into an agreement with the Supplier online or via 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 such as contracts agreed verbally or in writing.
- **Commencement date** The Commencement Date of the contract.
- **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** app.jiggr.co

Article 2. General

1. These Conditions are applicable to all (online) products. The applicability of any general terms and conditions of the User, or any other conditions, is excluded.
2. Divergences from these Conditions will only be in force insofar as these are expressly agreed in writing between the Supplier and the User in advance, and only apply to the amended provisions of the Agreement in question.
3. Amendments and additions to any provision of the Agreement are only valid if and insofar as they are agreed by the Supplier and User in writing, and only concern the underlying Agreement in question.
4. If an Agreement is entered into by the User, then each of them is severally liable for the full, correct and timely compliance with its obligations arising from the Agreement.
5. If divergences from these Conditions on any point and/or component are expressly or tacitly permitted by the Supplier for a shorter or longer period, this does not prejudice the entitlement of the Supplier to immediate and strict compliance with the Conditions for the future or otherwise. Even if the Supplier has not or has not fully exercised one or more of the rights accruing to it from these Conditions for a period, the User cannot derive any rights from this.
6. If one or more provisions of these Conditions prove to be invalid, are invalidated or otherwise lose their legal validity, the other provisions of these Conditions will remain in full force, insofar as this is in accordance with the purport of these Conditions. Furthermore, the parties will consult with each other in respect of provisions that have lost their legal validity on one of the abovementioned grounds, with a view to making a replacement arrangement whereby the parties will as far as possible adhere to the purport of the arrangement to be replaced and the purport of these Conditions is retained.

Article 3. Subject of the Agreement

1. The Supplier will provide the User, for the duration of the Agreement and from the Commencement Date, access to the Product chosen by the User under the conditions specified in these Conditions and for the contractually agreed Remunerations, and in the absence of which for the Remunerations stated on the Website.
2. The use of the Product by the User and User Group is strictly personal and only for the support of its own activities. This means that the User is not permitted to provide log-in details and/or passwords to third parties (including colleagues), to make these available or to transfer them, or to use the Product for the benefit of third parties.
3. The Supplier reserves the right to amend the form, manner of access and the products and services, and will inform the User of this in a timely manner.

Article 4. Obligations of the Supplier

1. The Supplier will endeavour to achieve an 'uptime' of the Products of 99% on an annual basis, excluding maintenance. 'Uptime' is defined as the accessibility of the Products and their ability to be consulted. Maintenance of the Products can in principle take place between Saturday at 6 PM and Sunday at 9 AM. The Products can be (temporarily) inaccessible during maintenance.
2. If the uptime stated 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 and intranet malfunctions, power cuts, malfunctions in servers, strikes, natural disasters, war, terrorist attacks, fire, water damage, problems of any nature in the delivery of information, data or work by third parties to the Supplier, or threats of the above mentioned situations) the Agreement will be extended free of charge by the duration of the downtime. In such cases the User has no entitlement to compensation in any sense.
3. The Supplier will endeavour to sustain links with external sources such as LinkedIn and public registers. In the event of the malfunctioning of a link this will be rectified as soon as possible, but no later than five working days insofar as these links are made technically and legally possible.
4. The Supplier will endeavour to rectify any errors in the Products notified by the User as soon as possible, but no later than within twenty working days of the receipt of the notification.
5. The Supplier will provide support to the User via email free of charge during office hours (from 9 AM to 5:30 PM from Monday to Friday, except for statutory public holidays).
6. The Supplier will support, for the benefit of the User, access to the register of companies and/or other public registers by means including saving a copy of the retrievals of the User in the Products for archiving purposes. The Supplier will hereby be designated as a 'processor' within the meaning of the Personal Data Protection Act.

Article 5. Obligations of the User

1. The Products are exclusively intended for Users that act in the conduct of a profession or business. The User therefore guarantees to the Supplier that it is acting in the conduct of a profession or business.

2. The User will only use the Products in the normal execution of its activities, and will not circulate, duplicate, sell or publish the information included in the Products anew, or cause this to be done, in any form outside of these activities.
3. The User is not permitted: a. to decompile, reverse-engineer or demount any software or other Products or processes by means of or via the website of the Supplier. b. to make use of robots, spiders, crawlers or any other automatic download programmes, algorithms or tools, or any similar or equivalent manual processes, to continuously and automatically search for, scrape, extract or index any content or gather personal information from the website of the Supplier.
4. The User will take appropriate technical and organisational measures to safeguard the use of the Products against loss or misuse. These measures will guarantee an appropriate level of security, taking account of the state of the technology and the costs of implementation.
5. The User guarantees the Supplier that the User will adhere to the applicable legislation and regulations in the use of the Products. The User will therefore refrain from sending unsolicited messages ('spam') to third parties, from sending direct mail to organisations with a so-called 'non-mailing indicator' and from acquisition by telephone with parties registered in the 'do not call' register. The User indemnifies the Supplier against all claims of third parties in this respect, and will reimburse all loss or damage suffered by the Supplier as a result of such claims of third parties, including the costs actually incurred for legal assistance.
6. The User will inform all those who make use of the Products of the Supplier of the provisions of these Conditions, and guarantees the Supplier that the User will act in accordance with these Conditions.
7. If at any time the User does not comply with any obligation arising from the Agreement, or does not do so fully or in a timely manner, then the Supplier is entitled, immediately and without further notification, to deny the User access to the Products (temporarily or otherwise) and to suspend the further compliance with its obligations arising from the Agreement for an indefinite period. The User then does not have any entitlement to any form of compensation.

Article 6. Prices, invoicing and payment

1. In the case of the retrieval of separate reports, the User will pay the Remunerations as stated on the website of the Supplier in advance by means of the specified payment method.
2. In the case of a contract, the User must make all payments to the Supplier by virtue of the Agreement within fifteen days of the invoice date. If the User does not pay an amount payable by virtue of the Agreement, or does not do so in a timely manner or in full, it will immediately be in default without further notice of default being required. In that case the User is liable to pay to the Supplier the statutory commercial interest on the outstanding amount, as well as any costs of legal assistance and other costs actually incurred by the Supplier in connection with the collection of the outstanding amount.

Article 7. Liability

1. The User is aware that for the implementation of the Agreement the Supplier is partly dependent on the provision of information by third parties, including various suppliers such as, among others, the Chamber of Commerce. The Supplier is therefore not

liable to the User for loss or damage suffered by the User if the Supplier cannot comply with the Agreement, whether or not temporarily, in whole or in part, as a result of problems of whatever nature in the provision of information to the Supplier by third parties.

2. The Supplier will endeavour to keep the information in the Products up to date, complete and factually accurate. The User however accepts that inaccuracies or incompleteness cannot be entirely ruled out, and that the Supplier is in no way liable for such inaccuracies and/or incompleteness.
3. If the Supplier is remiss in the compliance with one or more obligations arising from the Agreement, the User will give the Supplier notice of default by registered letter, whereby it will always grant the Supplier a reasonable rectification period of at least twenty working days in order to nevertheless comply with its obligations.
4. If after the expiry of the abovementioned rectification period the Supplier is attributable remiss in the compliance with its obligations arising from the Agreement, or in the event of unlawful action of the Supplier towards the User, the Supplier is only liable towards the User insofar as there is a situation of wilful misconduct or gross negligence. The liability of the Supplier towards the User is limited to loss or damage suffered by the User that is the direct consequence of the actions of the Supplier, and also to the level of the amount of the most recent invoice of the Supplier. Furthermore, the Supplier is under no circumstances obliged to compensate for loss pursuant to article 6:230 of the Dutch Civil Code.

Article 8. Intellectual property rights

1. All intellectual property rights (such as, among others but not limited to, copyrights, databank rights, brand rights and trade name rights) that rest upon the name and logos of the Supplier, the Products and the information included in them rest exclusively with the Supplier and/or its licensors; the Agreement does not result in any transfer of these rights. With the Agreement the User only acquires the limited right to make use of the Products as described in the Agreement.
2. The Products and the information included in them may not be duplicated and/or published and/or otherwise exploited by the User in any way whatsoever, such as, among other ways (but expressly not limited to) by means of print, photocopy, microfilm, video disc, magnetic disc or tape, or storage in a retrieval system accessible to third parties, without the express prior written permission of the Supplier

Article 9. Duration of the Agreement and termination

1. After the expiry of the agreed Usage Period the contract will be terminated automatically.
2. Notwithstanding the authorisations that accrue to the Supplier pursuant to the law, without prejudice to the other provisions of the Agreement, and without being held to any compensation, the supplier is entitled to terminate the Agreement with immediate effect, without legal intervention, if: a. The User, even after notice of default (if required), does not comply with any obligation arising from the Agreement and/or these Conditions, or does not do so fully or in a timely manner. b. The User is placed under curatorship, or is threatened with being placed under curatorship; or c. The User applies for or is granted a suspension of payment, bankruptcy or a debt rescheduling scheme; or d. If an occurrence takes place or a situation arises that is

comparable with one of the abovementioned occurrences or situations, including the threat of these circumstances arising.

3. On the termination of the Agreement, for whatever reason and on whatever grounds, the User will immediately cease and desist with any use of the Products. All claims of the Supplier upon the User are then immediately due and payable, and the User will immediately pay all outstanding debts to the Supplier. All provisions of the Agreement that by their nature continue remain in full force.
4. All quotations and price proposals that are communicated to the customer, in whatever form, are valid for a maximum of 30 days.

Article 10. Confidentiality

1. The parties will treat all confidential information (such as, among others, any technical information, information on suppliers, customers, users, software, programmes, guidelines, payment details, information on business processes and product, price, market, customer and business details) that they have acquired in the context of the Agreement from and/or on each other in strict confidence, and will not use or publish such information without the prior written permission of the other party.
2. If the Agreement is terminated, each of the parties will voluntarily and as far as possible immediately return to the other party all documents, files and other information and information carriers that contain confidential information, including copies thereof, regardless of whether the content of these information carriers was produced by the party concerned or by a third party. Insofar as confidential information is stored in a computer system of the party concerned, or is recorded in another form that cannot reasonably be given to the other party, the party concerned will destroy the confidential information.
3. The parties undertake to impose the same obligations as are stated in the first paragraph of this article upon all persons that are deployed by them in the implementation of the Agreement.

Article 11. General

1. The User is not entitled to transfer the rights and obligations arising from the Agreement to third parties without the express prior written permission of the Supplier.
2. The Agreement replaces all previous verbal and written agreements in this respect, and the Agreement is exclusively governed by the laws of the Netherlands. All disputes arising from this Agreement will be exclusively submitted to the competent court in Amsterdam or The Hague.