

## GENERAL TERMS AND CONDITIONS Keeping B.V. v2.0.2

*Great that you are choosing Keeping! At Keeping, we help teams gain more insight and control over their time management, so that they can work more efficiently and use their hours more intelligently. To ensure everything runs smoothly, we have listed a few important agreements here. Do you want to know what you can expect from us, how we handle your data, or what the payment terms are? You can read all about it below.*

### **0. DEFINITIONS**

The terms below shall have the meanings as stated herein, regardless of whether they are used in the singular or plural, unless a different meaning is explicitly given somewhere in these terms and conditions or the Agreement.

Services:	all activities that we perform and/or provide in the performance of the Agreement, including (but not limited to) the license of the Keeping software.
You, your(s):	that's you! In other words: the party that enters into an Agreement with us or to whom we have made an offer, and where the context requires it, "you" or "your(s)" will also be each individual person of the party that uses our Services on behalf of you or an affiliated company.
Agreement:	any oral or written agreement that is concluded between you and us, any amendment or supplement thereto, and all actions in preparation for and performance of that agreement.
Parties:	we and you together.
We, us, our(s):	the private limited liability company Keeping B.V., registered in the trade register of the Chamber of Commerce under number 67820050, in (7545 MV) Enschede, the Netherlands with correspondence address Parkweg 102.
Keeping software:	the software for which we provide you with a license, so that you can use the Services.
Discount code:	A published code to receive a one-time discount, valid for a limited period.

### **1. WHEN DO THESE GENERAL TERMS AND CONDITIONS APPLY?**

**1.1** These general terms and conditions apply to all our offers and quotations and to every Agreement between the Parties.

**1.2** We expressly reject the applicability of any of your purchasing or other conditions. Deviations from and/or additions to these conditions only apply if we have accepted them in writing and expressly, and then only for the part for which that acceptance took place.

**1.3** If one or more provisions in these general terms and conditions at any time prove to be wholly or partially null and void or are annulled, the other provisions will remain in full force. In that case, the Parties will consult with each other to agree on a replacement provision that approximates the purpose and scope of the original provision as closely as possible.

**1.4** If we do not always require strict compliance with these conditions, this does not mean that the provisions of these conditions are no longer applicable or that we would lose the right to require strict compliance with these conditions in other cases.

### **2. OFFERS**

**2.1** The nature and scope of the Agreement are determined by the description of the Services in the offer.

**2.2** All our offers are without obligation, unless a term for acceptance is expressly included in the offer. This means that we reserve the right to adjust the conditions of the offer. You cannot therefore derive any rights from an offer.

**2.3** We are not bound by an offer if you should reasonably understand that the offer, or a part thereof, contains an obvious mistake or error.

**2.4** Offers do not automatically apply to future Agreements.

**2.5** If we have provided a composite price quote, we are not obliged to perform part of the Agreement for a corresponding part of the composite price.

**2.6** We reserve the right to change the agreed price without you being able to terminate the Agreement for that reason, if the price increase results from a legal authority or obligation, or other circumstances that were not reasonably foreseeable when entering into the Agreement.

**2.7** All amounts are exclusive of VAT, unless explicitly stated otherwise.

**2.8** Discounts provided via a Discount Code only apply to the first invoice at the start of a new Agreement. A Discount Code must be activated by you when entering into the Agreement and cannot be exchanged afterwards, unless otherwise agreed in writing.

### **3. AGREEMENT**

**3.1** It is only possible to purchase the Services via a subscription.

**3.2** When you start a subscription, we will give you an indication of the size of the subscription, as it applies at the start. If you choose to expand your subscription, for example by adding (a) new user(s), the size of the subscription will be adjusted (each time).

**3.3** A subscription is entered into for the duration chosen by you at the start of the Agreement, either monthly or annually. After the expiry of the chosen subscription period, the Agreement will be automatically extended for the same period.

**3.4** You can cancel the Agreement at the end of the subscription period.

**3.5** The date and time on which we receive the written cancellation will be considered the cancellation date.

**3.6** No refund will be made of (pre)paid and/or agreed fees.

**3.7** After termination of the Agreement, your access to the Services will be retained until the end of the paid subscription period. At the end of this period, your access to the Services will automatically be terminated. You can download a copy of your data yourself upon termination, unless a situation as referred to in article 4.4 of these general terms and conditions applies or your subscription has been terminated by us due to overdue payments.

### **4. REGISTRATION**

**4.1** Registration for the use of our Services must always be carried out in good faith by a natural person. Registrations carried out by 'robots' or other automated methods, as well as registrations that are not in good faith, are not permitted and will be refused by us.

**4.2** By registering, you declare that you are authorised to enter into an agreement with us on behalf of the organisation or company in question and to accept these general terms and conditions.

**4.3** Your account details for the Keeping software are confidential and must be treated as such by you. You are

responsible for creating and securing a strong password and for keeping it confidential. You must change your password regularly, especially if it may have been viewed by third parties. We are not liable for any loss or damage resulting from unauthorized use of the login details by third parties.

**4.4** In addition to article 4.3, all activities of a user who is a member of the organization within the Keeping software, but does not manage the main account, are the responsibility of that organization. All data registered by this user is the property of the organization that manages the main account. This organization determines who has access to this data. We cannot grant access to data if the main account of your organization has denied you this access.

**4.5** The registered user is responsible for all activities and content that are posted or managed from his/her account, including the actions of others who fall under the same account within the organization. You are required to report any (suspected) unauthorized use of your account to us immediately.

**4.6** In the case of a free subscription, only one person, organization or company may have a maximum of one free account. Creating multiple free accounts by the same person or organization is not permitted and will result in the termination of the redundant account.

## **5. USER OBLIGATIONS**

**5.1** You must ensure that all data and documents that we have indicated are necessary for the correct and timely execution of the Agreement, or that you should reasonably understand are necessary for the execution of the Agreement, are provided to us in a timely manner and in the form desired by us. In any case, you are obliged to always provide us with up-to-date contact details.

**5.2** You are responsible for the accuracy, completeness and reliability of the data and documents that are provided to us, including keeping the number of users within the Keeping software up-to-date.

**5.3** If you do not, do not timely or do not properly meet your obligations as stated in this article, we have the right to suspend the execution of the Agreement until you have met these obligations. Any costs that we have to incur as a result of this will be for your account and will be charged to you on the basis of a subsequent calculation.

**5.4** As a user, you are responsible for the content that you store, process or otherwise make available via the Services. We reserve the right to remove content that violates these terms and conditions or legal regulations. We are not responsible for the content provided by users.

**5.5** You will:

- use the Services for lawful purposes only;
- not use the Services to receive, store or transmit any data, documents or information that could be perceived as obscene, threatening, discriminatory, insulting, defamatory or otherwise negative;
- not receive, store or transfer any data, documents or information that is contrary to confidentiality or public order;
- not to receive, store or transmit any data, documents or information that infringes the intellectual property rights of any third party;
- ensure that an adequate and up-to-date anti-virus program (including a firewall) is installed on every device that accesses the Services;
- not use any automated means or software to extract any data, documents or information from the Services without our prior written consent.

**5.6** You are not permitted to sell, transfer, pledge or otherwise alienate the rights and obligations that you have under the Agreement to a third party. If you want a third

party to have access to your account, you must request our prior written permission to do so. We may attach additional conditions to this access, such as concluding a (supplementary) agreement. You always remain responsible for the actions and omissions of this third party as if this had been done by you yourself.

**5.7** You are not permitted to remove or circumvent technical provisions intended to protect our software. We reserve the right to take technical measures against unlawful use and/or against use in a manner or for purposes other than those agreed between the Parties.

**5.8** We reserve the right to limit or terminate your access to the Services if we determine that the Services are being used fraudulently or improperly. Abuse includes, but is not limited to, sending spam, hacking attempts, and unauthorized access to other users' accounts.

## **6. LICENSE TO USE THE SERVICES**

**6.1** We grant you a non-exclusive, revocable and non-transferable license to use the Keeping software as a SaaS solution during the term of the Agreement. Any optional services are not included in this license as standard, unless otherwise agreed in writing.

**6.2** You may only use the license for the Services for the purpose for which it was provided, as described in the Agreement (hereinafter referred to as: "the Scope"). Any use outside the Scope, as well as any exceeding of the agreed limit for the use of the Services, will be considered a new, separate Agreement with us, for which the associated costs will be invoiced to you on a post-calculation basis – think of (but not limited to) adding new (a) new user(s). We reserve the right to charge you for these costs directly and separately from the regular invoicing.

**6.3** You are expressly prohibited from performing the following actions in connection with the Services:

- Make modifications to the Services or create derivative works of the Services;
- Provide yourself or any third party with access to parts of the Services for which access has not been authorized, or use reverse engineering to discover the internal workings of the Services;
- Resell the Services to third parties, or enable third parties (in any way) to use the Services or make them available to third parties other than as intended in the Agreement, unless the Parties have agreed otherwise in writing;
- Sending spam via the Services. This includes unwanted messages, advertising messages and/or unsolicited emails sent in large quantities with the same content. You guarantee not to send spam via the Services and acknowledge that sending spam constitutes a serious breach of the Agreement and these terms and conditions, which justifies termination of the Agreement. In that case, your access to the Services may be suspended immediately without the right to a refund of any fees already paid and/or due.

**6.4** You are responsible for all activities that occur under your account and agree to act in accordance with applicable laws and regulations at all times when using the Services.

**6.5** You are responsible for obtaining and maintaining all equipment, software, and ancillary products needed to connect to, access, or otherwise use the Services. This includes, but is not limited to, modems, hardware, servers, operating systems, networks, and other similar ancillary products. You are also responsible for the security of such equipment, ancillary products, your account, passwords, and other information within your account, whether such use occurs with or without your knowledge.

**6.6** We reserve the right to make upgrades, updates or other changes to the Services at any time to improve functionality and security. We will inform you in a timely manner about updates that may have a significant impact on the use of the Services. We are not liable for any interruptions during these updates.

## **7. EXECUTION OF THE AGREEMENT**

**7.1** All activities that we perform in the performance of the Agreement are performed to the best of our knowledge and ability, in accordance with the requirements of good workmanship and based on the state of the art known at that time. Our obligation in this respect is an obligation of best efforts.

**7.2** We offer standard support for the Services via our contact channels. There is no specific uptime guarantee or Service Level Agreement (SLA) applicable, unless otherwise agreed in writing.

**7.3** You must manually enter the requested data yourself. We are not liable for damage, of whatever nature, arising because we have assumed incorrect and/or incomplete data provided by or on behalf of you or because data has been entered incorrectly. It is your responsibility to always check the entered data yourself.

**7.4** We determine the way in which and by which persons the Agreement is performed, taking into account the requirements made known by you, to the extent reasonably possible. We reserve the right to replace persons and/or employees involved in the performance of the Agreement.

**7.5** The terms specified by us for the performance of work or for the delivery of certain items are indicative and never fatal terms. If a term is exceeded, you must first give us written notice of default.

**7.6** We have the right to have work performed by third parties.

**7.7** We reserve the right to temporarily suspend the Services for planned or emergency maintenance, adjustments, improvements or for any other reason. We will schedule such suspensions outside office hours as much as possible and inform you in good time of planned suspensions. We are not obliged to pay compensation for suspension of the Services.

**7.8** For support, contact us via support@keeping.nl.

## **8. TERMINATION, SUSPENSION AND DISSOLUTION**

**8.1** The Agreement cannot be terminated by you in the meantime.

**8.2** After the term has expired, the Agreement will be automatically extended for the same period as originally agreed, unless you terminate it yourself via the Keeping software before the renewal date. You are responsible for terminating your subscription in a timely manner, which can only be done in the Keeping software. If the Agreement is not terminated in a timely manner, automatic renewal will take place as described above.

**8.3** We have the right to suspend the performance of the Agreement or to terminate the Agreement without any obligation to pay damages or compensation if:

- you do not fulfil your obligations under the Agreement, do not fulfil them in full, or do not fulfil them on time; or
- we, based on circumstances that have come to our attention after the conclusion of the Agreement, have a well-founded fear that you will not fulfil your obligations; or
- due to delay on your part, we cannot reasonably be expected to fulfil the Agreement under the originally agreed conditions; or
- you do not provide the requested security for the fulfillment of your obligations under the Agreement.

In these cases, you are obliged to pay damages due to breach of contract and are liable for all direct and indirect damage (including costs) incurred by us as a result.

**8.4** We reserve the right to refuse or terminate an Agreement or any amendment thereto if the Agreement is in conflict with any statutory provisions or regulations. We may also refuse or terminate an Agreement if we believe that the Agreement may be detrimental to our business interests or reputation.

**8.5** If the Agreement between the Parties is terminated, all our claims against you will become immediately due and payable.

**8.6** In the event of liquidation, (application for) suspension of payments or bankruptcy, seizure (longer than three months), debt restructuring, or other circumstances as a result of which you are unable to freely dispose of your assets, we are entitled to immediately terminate and/or cancel the Agreement, without any obligation to pay damages or compensation. In these cases, our claims against you will become immediately due and payable.

## **9. FORCE MAJEUR**

**9.1** We are not obliged to fulfil our obligations under the Agreement in the event of force majeure (in accordance with article 6:75 BW).

**9.2** In addition to the situations as described in the law and case law, force majeure is understood to mean: all external causes, foreseen or unforeseen, which we cannot control and which prevent us from fulfilling our obligations under the Agreement. This includes, among other things, strikes in our own company or at third parties, and situations in which we receive products or services too late from our suppliers. We can also invoke force majeure if it occurs after we should have fulfilled the Agreement.

**9.3** During the period of force majeure, we have the right to suspend our obligations under the Agreement. If the period of force majeure lasts longer than three months, both Parties have the right to terminate the Agreement without any obligation to pay damages.

**9.4** If we have already fulfilled part of our obligations under the Agreement when force majeure occurs, we can invoice you for this part. You are obliged to pay this invoice as if it were a separate Agreement.

## **10. COMPENSATION AND PAYMENT**

**10.1** Payment must always be made in advance, in a way specified by us and in the currency in which the invoice was issued.

**10.2** In the event of non-payment or late payment, you will automatically be in default from the expiry of the payment term, without prior notice of default or demand being required. From the due date of the invoice, you will owe contractual interest of 3% per month on the outstanding amount (including any collection costs) until the moment of full payment. All reasonable judicial and extrajudicial costs, with a minimum of € 150.00, for obtaining satisfaction will also be at your expense.

**10.3** Without prejudice to the provisions of paragraph 2 of this article, in the event of non-payment or late payment, we reserve the right to suspend your access to the Services until full payment has been received, without prejudice to other rights that we have under the Agreement or the law.

**10.4** We have the right to first deduct your payments from the costs incurred, then from the outstanding interest and finally from the principal and the current interest. Your payments are always used by us to settle the oldest outstanding claims.

**10.5** You are never entitled to settle the amount owed by you to us.

**10.6** Objections to the amount of an invoice or other objections do not suspend your payment obligation.

## **11. LIABILITY**

**11.1** Our liability is at all times limited to what is stated in these general terms and conditions.

**11.2** Our software is a tool for time registration and offers no guarantees regarding the accuracy or suitability of the collected data for specific business decisions. You are responsible for the use of this data and the decisions based on it.

**11.3** We also accept no liability for:

- incorrect and/or incomplete information provided or entered by you;
- the (temporary) inaccessibility of the Services or any errors in the Services;
- loss, inaccuracy of data or loss of business;
- the way in which you or third parties use the Services;
- the purchase of replacement goods, services or technology;
- circumstances beyond our control.

We are not liable for damage resulting from incorrect or incomplete data processed by us that has been provided by you or on your behalf.

**11.4** We are not liable for damage of any nature whatsoever that arises from a "bug" that only occurs in a live situation, such as a bug resulting from a date change or similar circumstances.

**11.5** You are responsible for installing the necessary (support) software on your equipment to use our software. We are never liable for damage resulting from equipment that does not function properly or is incompatible.

**11.6** Our liability is in any case limited to the amount that our insurer pays out. If no payment is made, then the liability is limited to the amount that has been invoiced to you in the last 12 months under the (partial) Agreement to which the liability relates.

**11.7** Our liability is limited exclusively to direct damage. Direct damage is understood to mean exclusively:

- the reasonable costs of determining the cause and extent of the damage;
- the reasonable costs of restoring our performance to comply with the Agreement, to the extent attributable to us;
- the reasonable costs of preventing or limiting damage, to the extent that you demonstrate that these costs have led to a limitation of direct damage.

**11.8** We are never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business stagnation.

**11.9** The limitations of liability in this article do not apply if the damage is the result of intent or gross negligence on our part.

## **12. INDEMNIFICATION**

**12.1** You indemnify us, and the third parties engaged by us, against any claims from third parties who suffer damage due to the performance of the Agreement. This indemnity also applies to intellectual property rights on data, documents or information provided by you.

**12.2** If you use or apply any result obtained from us, or offer third parties the opportunity to do so, you indemnify us against any liability for claims for damages from you and/or third parties.

## **13. OBLIGATION TO INVESTIGATE AND COMPLAINTS**

**13.1** You must examine the goods delivered by us immediately after the Services are made available to you, in order to determine whether the quality and quantity correspond to what was agreed. You must report any

complaints to us in writing within 14 days after commencement. We must be given the opportunity to investigate the complaint.

**13.2** For the application of these provisions, each partial delivery is considered a separate delivery.

**13.3** If a defect is found and the complaint is reported in time, we will repair the defect within a reasonable period after your written notification.

**13.4** Submitting complaints does not release you from your purchase and payment obligations towards us.

**13.5** If a complaint or defect is not reported in time, your right to repair, replacement or any other form of compensation will lapse.

**13.6** The limitation period for all claims and defenses against us, and the third parties engaged by us in the performance of the Agreement, is one year, unless they fall under the obligation to file a complaint.

## **14. INTELLECTUAL PROPERTY RIGHTS**

**14.1** The Agreement never intends to transfer or sell any intellectual property rights to the Services to you. You acknowledge that you will not acquire any intellectual property rights to the Services and only have the right to use the Services in accordance with the license as described in the Agreement and article 6 of these general terms and conditions.

**14.2** We reserve all rights and powers that accrue to us under the Copyright Act and the Act on Neighbouring Rights. We also reserve all rights to source codes, plans, documents, texts, images, drawings, animations, websites and the related information and know-how developed by us, even if costs have been charged for this. If an intellectual property right requires registration or filing, we are exclusively authorised to do so, unless otherwise agreed in writing.

**14.3** All intellectual property rights that arise during the performance of the Agreement remain exclusively with us and may not be reproduced, copied or used for purposes other than those for which we have provided them, in whole or in part, without our prior consent.

**14.4** You are not permitted to remove or alter any indication of copyright, trademarks, trade names or other intellectual property rights from the Services provided.

**14.5** We reserve the right to use your name and logo in our communication and marketing materials and on our website as a reference to the Services during the term of the Agreement.

## **15. PRIVACY**

**15.1** We process personal data in accordance with the General Data Protection Regulation (GDPR). We do not share personal data with third parties, unless: (i) this is necessary for the performance of the Agreement; (ii) we are legally obliged to do so; (iii) we have received explicit consent from you; or (iv) another legal basis for processing applies. When you provide us with personal data of third parties, you must request us to enter into an appropriate processing agreement in accordance with the requirements of the GDPR.

**15.2** We process personal data exclusively on behalf of and according to the instructions of you as a user, as set out in the Agreement and these general terms and conditions. Our processing activities include the tasks that are necessary for the provision of the Services. We process personal data for the purposes as described in these general terms and conditions, including:

- Providing and improving the Services;
- Maintaining user accounts and administrative purposes;

- Sending necessary notifications via email or other communication channels.

In addition, you grant us permission to analyze and use the data you use within the Services for the development of better algorithms and the improvement of the Services, including the development of additional products and features. This data will never be used by us in algorithms in a way that affects its confidentiality and will never be disclosed to third parties. The permission granted is solely for the purpose of providing and improving the Services and other purposes that we reasonably deem necessary.

**15.3** We use carefully selected sub-processors for specific processing activities within the Services. Current information about our sub-processors can be found via <https://keeping.nl/en/our-partners-and-your-privacy>.

These sub-processors are used when this is necessary for the performance of the Services.

**15.4** We take the technical and organizational measures as mentioned in our Secure Development Policy to protect personal data against loss, unauthorized access or unlawful processing. Our Secure Development Policy can be viewed at any time via: <https://keeping.nl/en/our-partners-and-your-privacy>.

**15.5** If a security incident occurs that could affect the personal data we process, we will notify you as soon as possible. We will take appropriate measures to investigate the incident and limit its consequences, and cooperate with relevant authorities where necessary, in accordance with the GDPR.

**15.6** The data processed within the Services will be stored on servers within the European Union as much as possible, in accordance with the GDPR requirements. If it is necessary to process data outside the EU, we will take

reasonable steps to ensure an appropriate level of protection.

**15.7** As a processor, we will support you, where possible, in complying with your obligations with regard to the rights of data subjects, such as the right to access, correct, delete or transfer personal data. Requests to this effect must be submitted by you, so that we can comply with them within the possibilities of the Services.

**15.8** After termination of the Agreement, we will only retain your data for as long as is necessary to comply with our legal obligations or as long as is reasonably necessary for administrative purposes. Upon request, we can delete remaining personal data, provided that we do not act in conflict with legal obligations.

## **16. CHANGES TO GENERAL TERMS AND CONDITIONS**

**16.1** We reserve the right to change these Terms and Conditions. We will notify you of changes by posting a notice on our website or by email. Your continued use of the Services after a change will be deemed acceptance of the changed Terms.

## **17. APPLICABLE LAW AND DISPUTES**

**17.1** All legal relationships with us are exclusively governed by Dutch law.

**17.2** The competent court in the place of establishment of our company has exclusive jurisdiction to hear disputes, unless the law provides otherwise.

**17.3** Parties will only appeal to the court after they have made every effort to resolve a dispute by mutual agreement.