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CHAPTER 1 GENERAL PROVISIONS

1. Definitions

The following definitions apply to the following terms in these Terms and Conditions and in the Agreement:

- **Agreement:** the agreement between the Supplier and the Customer with regard to the Services;
- **Application(s):** the software, whether or not for mobile applications, that is designed by the Supplier on behalf of the Customer.
- **Confidential Information:** the confidential information concerning the Customer or the Supplier, including (a) information that is designated in writing as "confidential", (b) information that is not generally known, (c) information that has not been made generally accessible by the party to which the information relates and / or from which the information originates, and (d) information whose confidential nature must be assumed to be known.
- **Consultancy service:** the consultancy services to be provided by the Supplier.
- **Customer:** a person acting in the exercise of a profession or business who has concluded an Agreement with the Supplier.
- **Customer data:** the (personal) data that the Customer makes available to the Supplier in the context of the performance of the Agreement.
- **Documentation:** the written and / or electronic documentation associated with the (Web) Applications.
- **Employee:** an employee of the Customer or the Supplier, or a person who is authorized to perform work for and / or under the responsibility of the Customer or the Supplier.
- **Imperfection:** all defects in the (Web) Application that stand in the way of their proper functioning as described in the accompanying Documentation. The lack of functionality in a new version of the (Web) Application that was present in an earlier version does not constitute a Imperfection.
- **Login Data:** access data only intended for User, with which the Web Application can be accessed.
- **Login Procedure:** the procedure prescribed by the Supplier that the Customer must follow in order to gain access to the Web Application.
- **Parties:** the Supplier and the Customer jointly, each being a "Party".
- **Privacy statement:** the statement that states how the Supplier handles the processing of personal data of the Customer.
- **Providers:** Providers of mobile application platforms on which a mobile Application can be offered to Users.
- **Service(s):** the specific services to be provided by the Supplier based on the Agreement, such as the delivery of (Web) Applications, maintenance, support and consultancy.
- **Supplier:** ChainCode B.V., registered at the Chamber of Commerce under number 72022639 and established in Eindhoven.
- **System requirements:** the minimum requirements that the Supplier sets on the Customers' hardware and software for the use of (Web) Applications.
- **Terms and Conditions:** these general terms and conditions that apply to all Agreements.
- **User:** the Customer and / or an Employee of the Customer.
- **Web Application:** the software as described in the Agreement, which is made available to the Customer as an (online) service (software as a service) and on which the Customer obtains a right of use.
- **Working days:** Monday to Friday from 9:00 am to 5:00 pm, with the exception of official days off in the Netherlands.

2. Applicability Terms and Conditions

- 2.1 These Terms and Conditions apply to all offers and Agreements whereby the Supplier provides Services of any kind to the Customer, unless the parties have expressly agreed otherwise in writing.

- 2.2 The Supplier explicitly excludes the applicability of additional or other (general) terms and conditions or deviating terms and conditions, unless the Parties have agreed otherwise in writing.
- 2.3 If these Terms and Conditions conflict with (general) terms and conditions of the Customer that the Supplier and / or the Customer have declared in writing to be applicable to the Agreement or other agreement, the provisions of the Agreement will prevail.
- 2.4 The Supplier is entitled to unilaterally change these Terms and Conditions. The Supplier will inform the Customer by e-mail at least 15 days before the changes come into effect about the intended changes.

3. Offers and conclusion of the Agreement

- 3.1 All offers or quotations with regard to the Services are without obligation and revocable.
- 3.2 The offer will explicitly state whether the offer has a limited duration or is subject to conditions.
- 3.3 The offer contains a complete and accurate description of the Services offered by the Supplier and applicable technical and functional specifications. The description is sufficiently detailed to allow a proper assessment of the offer by the Customer. Obvious mistakes or errors in the offer do not bind the Supplier.
- 3.4 The Agreement only comes into effect and comes into effect when the Supplier has sent the order confirmation to the Customer, or when the Agreement has been signed by both Parties.

4. Price and payment

- 4.1 All prices and other rates applied by the Supplier are exclusive of VAT and exclusive of any other government levies that are for the account of the Customer.
- 4.2 The Supplier is entitled to adjust the prices and other rates it applies for periodic payment obligations, taking into account a period of 2 calendar months. The Customer will be notified of any price changes in a timely manner in writing or by e-mail.
- 4.3 If the Customer does not cancel the Agreement with the periodic payment obligation within one month after notification of the price increase as referred to in paragraph 2 of this article, the Customer is deemed to have accepted the price increase.
- 4.4 Payment takes place on the basis of invoices sent by the Supplier, unless a different payment method has been agreed.
- 4.5 The Customer will pay the amounts due by him within 30 days of the invoice date.
- 4.6 The Customer will continue to owe the Supplier the agreed fee during the period that access to a (Web) Application is limited and / or blocked and is not entitled to suspend his obligations.
- 4.7 The Customer may request the Supplier to reactivate access to the (Web) Application that has been blocked in accordance with Article 10.2. The Supplier is not obliged to cooperate with this request. If the Supplier is willing to reactivate the Service, the Customer will (1) owe a reasonable fee to be determined by the Supplier for reactivation and (2) must have paid all outstanding fees with the Supplier, (3) plus the interest due.
- 4.8 All payments made by the Customer serve first to settle all interest and costs due. Only then do the payments serve to settle the oldest outstanding and due invoices, regardless of if the Customer states that the payment relates to a later invoice.
- 4.9 The Customer is not entitled at any time to set off its payment obligation towards the Supplier against a claim of the Customer against the Supplier, for whatever reason, unless the Supplier has given explicit written permission for this.
- 4.10 The Supplier has the right to demand advance payment, cash payment or security for payment from the Customer at any time.
- 4.11 The Customer must immediately notify the Supplier in writing of a change in its address and / or payment details.
- 4.12 All payment periods set by the Supplier are deadlines. The Customer is in default in the event of late payment without notice of default. In the event of default, the Customer owes the statutory (trade) interest from the due date of the invoice (s) until the moment of full payment.
- 4.13 The Customer owes extrajudicial collection costs at the time that he is in default. For the amount of the extrajudicial collection costs, the Supplier agrees with the most recent decision for reimbursement of extrajudicial collection costs.

- 4.14 All legal costs to be incurred are for the account of the Customer who is in default. The judicial costs also include all actual costs of legal and procedural assistance incurred during legal proceedings that exceed the liquidation rate.

5. (Delivery) periods

- 2.1 All (delivery) periods and (delivery) dates set by the Supplier are target periods and not strict deadlines, unless the Parties have expressly agreed otherwise in writing. The Supplier has set these terms and dates to the best of its knowledge.
- 2.2 As soon as the Supplier is aware of a circumstance that may prevent timely delivery, he will consult with the Customer. The Supplier has the right to make partial deliveries at all times.
- 2.3 The mere fact that a specified or agreed (delivery) period or (delivery) data is exceeded does not put the Supplier in default.

6. Obligations and cooperation of the Customer

- 6.1 The Customer is obliged to comply with all obligations under the Agreement and these Terms and Conditions.
- 6.2 If the Customer does not comply with the obligations arising from the Agreement and / or these Terms and Conditions, the Supplier is entitled to:
- a. suspend its obligations under the Agreement; and / or
 - b. the access to and / or the use of it under the Agreement is provided without blocking and / or restricting in whole or in part prior notice.

7. Customer information

- 7.1 The Customer data that the Customer has entered via the Web Application are stored in a database that is under the management of a third party engaged by the Supplier.
- 7.2 The Customer will at all times remain the owner of the Customer Data made available to the Supplier and / or entered in the Web Application.
- 7.3 After termination of the Agreement, the Customer data will be stored for a maximum of 60 days. After this period, the Supplier is entitled to permanently delete this data without informing the Customer in advance. Then a copy of the data can no longer be provided. The Customer has the obligation to keep his own recent copy of all Customer data that he wants to enter. Making a back-up or copy of Customer data that is made available to the Customer is not part of the Service.
- 7.4 The Customer guarantees that all Customer Data provided and placed by him and all other information is correct and complete, and that he is entitled to use it in the context of the Services.
- 7.5 The Customer guarantees that the Customer Data and the use thereof are not in conflict with applicable laws and regulations, do not infringe on the (intellectual property) rights of third parties, or are otherwise not unlawful. In particular, the Customer guarantees that the Customer Data does not contain pornographic material, is not hate or abusive and does not incite violence.
- 7.6 The Customer acknowledges and accepts that he is liable for all damage that the Supplier suffers and / or will suffer in connection with the use of the Customer Data in the context of the performance of the Agreement and indemnifies the Supplier in this regard.
- 7.7 If the Supplier suspects that Customer Data infringes on the (intellectual property) rights accruing to third parties or is otherwise unlawful, then the Supplier has the right to make the Customer Data inaccessible without notice to the Customer without notice. , or (permanently) delete. The Supplier will inform the Customer of this as soon as possible.

8. Intellectual Property Rights

- 8.1 The rights of intellectual property to everything that is delivered or made available to the Customer in the context of the performance of the Agreement, including (technical) information, remains with the Supplier or its suppliers.
- 8.2 The Supplier shall not remove, or cause to change, any indication (s) regarding the confidential nature or copyrights, trademarks, trade names or other intellectual property right from what has been delivered pursuant to the Agreement.

- 8.3 The Supplier is entitled to apply for a patent in its name and for its account for inventions that arose during and through the performance of an Agreement, whether or not in collaboration with the Supplier.
- 8.4 If at the discretion of the Supplier there is a chance that the use of the Customer of (a part of) a (Web) Application or other Service must be stopped because of a claim by a third party that the use infringes on rights (intellectual property) of a third party, the Supplier has the right to:
- (I) for the Customer the right to obtain the relevant part of the (Web) Application or Service as specified in the Agreement and / or these Terms and Conditions; and / or
 - (II) replace (part of) the (Web) Application or Service or adjust it in such a way that it no longer infringes the rights of third parties, provided that the functionality thereof remains substantially unchanged; or
 - (III) if the foregoing options (I) and (II) are not reasonably feasible in the opinion of the Supplier alone, to rescind the Agreement.
- 8.5 The Customer acknowledges and accepts that the full and exclusive liability of the Supplier for infringement of patents, copyrights, brands or other intellectual property rights is as stipulated in this article 8 and in article 10.

9. Force majeure

- 9.1 Force majeure is understood to mean any shortcoming that cannot be attributed to the Supplier, because it is not due to its fault and is not at the expense of the law, legal act or generally accepted views. Force majeure includes but is not limited to: military action, government action, weather conditions, failure of or disruptions in telecommunications and internet connections, delays or shortcomings in the fulfillment of obligations by suppliers of suppliers, transport problems and strikes.
- 9.2 In the event of force majeure, the Supplier has the right to suspend performance of the Agreement for the duration of the force majeure. The Supplier shall inform the Customer of this by e-mail and, if possible, indicate a new delivery period.
- 9.3 If upon commencement of force majeure the Supplier has already partially fulfilled its obligations, or can only partially meet its obligations as a result of the force majeure, it is entitled to invoice the performance already delivered or the deliverable part of the performance separately and is the Customer is obliged to pay this invoice as if it concerned a separate (sub) Agreement.
- 9.4 As soon as it is clear that the force majeure situation will last longer than 6 weeks, the other party has the right to terminate the Agreement, without being liable for damages, without prejudice to the provisions of Article 6:68 of the Dutch Civil Code.

10. Liability

- 10.1 The Supplier works with and designs innovative products, as a result of which not all of the items and consequences that these products can entail are known or can be estimated. The Supplier is therefore in no way liable for any damage to the Customer, which manifests itself after the delivery of the Services, while the Supplier was not aware of it before delivery and could reasonably be expected that this damage could occur during the use of the Services.
- 10.2 The Supplier is not liable for any damage as a result of actions by the Customer, its Employees and customers, with regard to the use of (Web) Applications or other Services provided.
- 10.3 The Supplier is not responsible and liable for the proper functioning of connections from (1) internal or external networks of Customers and / or their customers that are required for the delivery or maintenance of the (Web) Application and / or (2) other telecom or internet providers that transmit signals from the (Web) Application. All liability of the Supplier for possible damage in this regard is excluded.
- 10.4 The provisions of paragraphs 1 to 3 of this article do not affect the other exclusions and limitations of liability of the Supplier in these Terms and Conditions and the Agreement.
- 10.5 The total liability of the Supplier due to an attributable failure in the performance of the Agreement or on any other legal basis (such as guarantee obligations), is limited to compensation for direct damage only up to the amount of the price stipulated in the Agreement (excl. VAT) for the specific Service to which the harmful event relates.

- 10.6 If the event giving rise to the damage relates to the implementation of a continuing performance contract with a duration of more than one year, the price stipulated for that continuing performance agreement is set at the total of the reimbursements (excl. VAT) stipulated for 6 (six) calendar months. If the continuing performance contract has a duration of less than one year, the price stipulated for that continuing performance agreement is set at 25% of the total of the fees (excl. VAT) that the Supplier actually received during the duration.
- 10.7 The total liability of the Supplier for damage caused by death, physical injury or due to material damage to property never amounts to more than 1,250.000 euros (one million two hundred and fifty thousand euros).
- 10.8 The liability of the Supplier for indirect damage, including but not limited to, consequential damage, lost profit, lost savings, reduced goodwill, business interruption, damage as a result of claims by the Customer, is excluded. Liability for damage due to mutilation or loss of data and documents is also excluded.
- 10.9 Liability for damage related to the use of third-party goods, materials or software prescribed by the Customer to the Supplier, and damage related to the use of suppliers prescribed by the Customer to the Supplier, regardless of the nature of the action (breach of contract, tort or otherwise), is excluded even if the Supplier has been informed of the possibility of the damage occurring.
- 10.10 If there is intent or deliberate recklessness on the part of the Supplier's management, the liability limitations expire.
- 10.11 The liability of the Supplier as a result of an attributable failure in the performance of an Agreement arises exclusively:
- if the Customer gives the Supplier a written notice of default without delay; at which
 - the Supplier has been granted a reasonable period of time to remedy any defects or shortcoming; and
 - the Supplier also culpably fails to fulfill its obligations even after that period.
- 10.12 A notice of default must contain as detailed a description as possible of the shortcoming, so that the Supplier is given the opportunity to respond adequately.
- 10.13 The condition for the creation of a right to compensation is that the Customer reports the damage to the Supplier as quickly as possible, but within 12 months after the claim arises. A claim for compensation expires by the mere lapse of 12 months after the claim arises, unless the Customer has filed the legal claim for compensation for the damage before the expiry of this period.
- 10.14 The Customer indemnifies Supplier against all claims from third parties for product liability as a result of a defect in a product or system that was delivered by the Customer to his customer or third party and that also consisted of equipment, software or other materials supplied by the Supplier, unless and insofar as the Customer proves that the damage was caused by that equipment, software or other materials of the Supplier.
- 10.15 All liability limitations and exclusions in these Terms and Conditions and the Agreement also apply to the benefit of all (legal) persons whom the Supplier uses in the performance of the Agreement.
- 10.16 Without prejudice to the other provisions of these Terms and Conditions, the Customer indemnifies the Supplier against claims from third parties arising from or in connection with the Agreement or the Terms and Conditions.

11. Processing of personal data

- 11.1 The Supplier shall treat all personal data of the Customer and its customers with whom the Supplier becomes known during the execution of the Agreement confidentially and in accordance with the privacy statement applicable to the Supplier.
- 11.2 If required by law, the Supplier and the Customer will conclude a processing agreement. Unless otherwise specified in writing, the Customer is to be considered as the controller and the Supplier as the processor.
- 11.3 The Supplier has the right to use all data that is processed using a Service in an aggregated manner (anonymously).

12. Confidentiality

- 12.1 Both Parties will not disclose or use each other's Confidential Information for any purpose other than for which the Confidential Information has been obtained.
- 12.2 Both parties take all reasonable precautionary measures in order to fulfill confidentiality obligations. None of the provisions contained in this article imposes any limitation on the receiving Party with regard to the use or disclosure of information and / or data - whether or not identical or similar to the information or data contained in the Confidential Information - if such information and / or data:
1. were already the lawful possession of the receiving Party before it was obtained from the party involved;
 2. has been independently developed by the Party without using information or data from the Party involved;
 3. are or become generally known or made generally accessible, other than through an act or omission of the receiving Party; or
 4. be disclosed to the receiving Party by a third party, without breaching any confidentiality obligation towards the party involved.
- 12.3 The secrecy obligations under this article do not apply to the extent that Confidential Information of the other Party is to be disclosed by law, regulation or court order or by decision of a government agency, provided that the receiving Party makes every effort to ensure to limit the extent of such disclosure and to inform the Party concerned, to the extent permitted, of such intended disclosure in advance.
- 12.4 The parties will oblige their own employees and those contracted by them who have taken cognizance of (part of) the Confidential Information referred to in the previous paragraph to confidentiality in writing.

13. Duration Agreement

- 13.1 An Agreement concluded between Parties that is to be considered as a continuing performance agreement is concluded for the period as specified in the Agreement. If the Parties have not agreed on a duration, this will be entered into for an initial period of one (1) year. After the expiry of this initial period, the Agreement will be tacitly extended for a subsequent contract period of one (1) calendar year.

14. Termination and cancellation of the Agreement

- 14.1 An Agreement that has been entered into for a definite period of time cannot be terminated prematurely.
- 14.2 An Agreement that qualifies as a continuing performance contract may be cancelled in writing by either of the Parties at the end of each contract period as referred to in Article 13, subject to a notice period of 3 (three) calendar months.
- 14.3 The Supplier has the right, without being liable to pay damages to the Customer, to rescind the Agreement, in whole or in part, if and from the moment the (Web) Application(s) and / or other Service(s) use that object of delivery, can no longer be delivered in full for reasonable and compelling reasons, or are no longer fully available, for whatever reason. The Supplier will inform the Customer in advance in time when it foresees that the (Web) Application or other Services can no longer be delivered in whole or in part. In this case, the fees payable by the Customer for the current contract year will be settled pro rata.
- 14.4 Each Party is entitled to rescind the Agreement, in whole or in part, without immediate written notice of default or intervention by the court and without being obliged to pay any compensation or compensation, in case:
- a. the other Party applies for a suspension of payment;
 - b. a Party applies for its own bankruptcy, its bankruptcy has been requested or has been pronounced;
 - c. the enterprise of the other Party is liquidated other than for the purpose of merging enterprises;
 - d. all or part of the assets of the other Party have been seized or are being seized;
 - e. in the event that the other Party must no longer be deemed capable of fulfilling its obligations.

- 14.5 Each Party has the right to rescind the Agreement in whole or in part in the event that the other Party is culpably failing to fulfill essential obligations under the Agreement and, after a sound and detailed written notice of default by registered post with a period of at least 30 (thirty) days has been set to still fulfill, culpably fails to meet its obligations under the Agreement.
- 14.6 If, at the time of rescission, the Customer has already received goods or services in the performance of the Agreement, these goods or services and the related payment obligations shall not be undone, unless the Supplier is in default with regard to that performance. Amounts that the Supplier has invoiced prior to the rescission in connection with what has already been properly performed under the Agreement, remain due and become immediately due and payable at the time of rescission.
- 14.7 The Supplier is under no circumstances obliged to pay any compensation as a result of a rescission as described in paragraphs 2, 3 and 4 of this article.
- 14.8 Unless the Parties have agreed otherwise in writing, all user rights to (Web) Application (s) will end upon termination (rescission or cancellation) of the Agreement and the Customer will cease and stop using.
- 14.9 As of the date of rescission or cancellation, the Supplier has the right to block and / or discontinue (Web) Application (s). This means, among other things, that the Customer will no longer have access to the (Web) Application.

15. Other provisions

- 15.1 The Supplier may engage third parties in the performance of (parts of) the Agreement or what is delivered on the basis thereof.
- 15.2 The Supplier may transfer its rights or obligations under the Terms and Conditions or the Agreement to a third party. In the case of transfer, the Terms and Conditions and the Agreement remain in full force for the Customer.
- 15.3 The Customer is not entitled to transfer the rights and obligations from the Agreement to third parties without the prior written permission of the Supplier.
- 15.4 If any provision from the Agreement or from these Terms and Conditions is wholly or partially invalid or voidable, this does not affect the validity of the other provisions. In such a case, the parties will consult to replace the relevant provision with a legally valid provision of the same effect.
- 15.5 Delay or omission on the part of the Supplier with regard to asserting against the Customer any right that the Supplier has under the Agreement or the Terms and Conditions, never constitutes a waiver of rights. If a party renounces a right that he has under the Agreement or Conditions, this does not mean that this party also renounces this right or other rights in a subsequent case.
- 15.6 The Agreement and the Terms and Conditions fully reflect what has been agreed between the Parties and replace all previous and simultaneous, explicit or implicit agreements, agreements, statements and guarantees, both written and oral.
- 15.7 Subject to the other provisions of these Terms and Conditions, the Agreement may only be amended by means of a written agreement signed by both Parties.
- 15.8 Any notification or other communication in connection with the Agreement or the Terms and Conditions must be addressed in writing to the address of the other Party as stated in the Agreement.
- 15.9 The version of the relevant communication stored by the Supplier serves as proof thereof, subject to proof to the contrary by the Customer.
- 15.10 Electronic communication is deemed to have been received on the day of sending, unless the contrary is proved by the recipient. If the communication is not received due to delivery and / or accessibility problems with regard to the e-mail box of the Customer, this is at the risk of the Customer, even if the e-mail box is housed with a third party.

16. Applicable law and disputes

- 16.1 Dutch law applies exclusively to the Terms and Conditions and the Agreement. The applicability of the Vienna Sales Convention 1980 is excluded.
- 16.2 All disputes, disagreements or claims arising from or in connection with these Terms and Conditions or the Agreement, or the non-compliance, termination or invalidity thereof, will be

submitted to the competent court of the Court of East Brabant (rechtbank Oost-Brabant), location 's-Hertogenbosch, the Netherlands.

CHAPTER 2 ADDITIONAL PROVISIONS ON (WEB) APPLICATION (S)

The provisions included in this chapter 2 apply in addition to the provisions in chapter 1.

17. Rights of use for (Web) Applications

- 17.1 Unless the Agreement expressly stipulates otherwise, the Customer only receives a non-exclusive and non-transferable right of use to what is supplied under the Agreement.
- 17.2 The Customer may only use the (Web) Application and Documentation for the Customer's business operations in accordance with the intended use as stated in the Documentation, the Agreement and any user instructions to be specified by the Supplier.
- 17.3 Unless expressly agreed in writing between the Parties and without prejudice to the other provisions of these Terms and Conditions, the Customer is not permitted to sell, rent, dispose of or grant limited rights to a (Web) Application or, on to make available or use third parties for any purpose, for whatever purpose or under any title, with the exception of customers of the Customer.
- 17.4 The Customer is prohibited from reproducing the software of a (Web) Application or making copies or changing thereof, unless otherwise agreed in writing.
- 17.5 The source code of the software of the (Web) Application and the associated technical information are not made available to the Customer, unless agreed otherwise in writing.
- 17.6 The Customer is forbidden to use the (Web) Application in such a way that the correct functioning of the Supplier's computer systems, suppliers and / or other suppliers of the Supplier engaged by it, or customers of the Suppliers in the use of their Service is prevented, or that internet traffic is hindered by that use.
- 17.7 The Customer is not permitted to use the (Web) Application in violation of legal provisions or the Conditions. By using the (Web) Application, the Customer will not violate any rights of third parties (including but not limited to third parties who also purchase websites from the Supplier), will not behave unlawfully or unlawfully towards those third parties and will not harm third parties inflict. In particular, the Customer (1) will not send spam or large amounts of emails or messages at any time, via a (Web) Application, (2) will not gain access to computers, computer systems or websites for which he is not authorized, (3) do not distribute viruses or other programs or data that could damage the equipment, software or data of third parties.
- 17.8 The Customer will always carefully follow the instructions provided by the Supplier with regard to measures to prevent and limit disruptions, calamities, mutilation or loss of data.
- 17.9 The Customer shall provide the Supplier with all information and cooperation that the Supplier requires for the delivery and maintenance of the (Web) Application.
- 17.10 The Customer is responsible for the functioning of his hardware and software, configuration, peripheral equipment and internet connection required for the use of the (Web) Application.
- 17.11 The Customer is responsible for taking the necessary measures to protect his equipment, software and telecommunications and internet connections against viruses, computer crime and unauthorized use by third parties.
- 17.12 The Supplier is at all times entitled to make technical provisions to protect its (Web) Applications or to limit the use in accordance with the Agreement. The Customer and its customers are not permitted to remove such a technical provision or have it removed or have it circumvented.

18. Login Procedure and Login Details

- 18.1 The Supplier provides the Customer with agreed Login Data on an agreed date.
- 18.2 The Customer is obliged to follow the Login Procedure to gain access to the Web Application.
- 18.3 The Supplier is entitled to adjust the Login Procedure at its own discretion. The Supplier will inform the Customer of this in a timely manner.
- 18.4 The Customer must handle and be responsible for the Login Details carefully. The Login Data is strictly personal, non-transferable and may be used by the Customer and his Employees. The Customer and his Employees are obliged to observe complete secrecy with regard to the Login

Details. The Customer uses the Login Data exclusively for his own account and risk. The Supplier excludes all liability in this regard.

19. Mobile Application Providers

- 19.1 If the Customer downloads a mobile Application online, the risk passes when the Customer starts downloading the data file that contains the mobile Application.
- 19.2 The Supplier shall develop all reasonable possibilities to have the Mobile Application of the Customer approved by a Provider agreed by the Parties.
- 19.3 The Supplier does not guarantee that a Provider will accept a mobile Application, or keep it available and / or accessible at all times in the relevant app store of the Provider. For the sake of good order, it is noted that the Customer has its own development agreement with the Provider concerned and is aware of the risk that a mobile App can be rejected.
- 19.4 If a mobile App of the Customer is rejected, the Customer is entitled to immediately terminate the relevant Agreement with the Supplier. The Supplier is not liable for the damage that the Customer suffers as a result of the cancellation, or will suffer and any compensation already received will not be refunded.

20. Disk space of devices, data traffic and load on systems and infrastructure

- 20.1 If the Agreement concerns the provision of disk space for equipment, the Customer will not exceed the agreed disk space, unless the Agreement explicitly regulates the consequences thereof.
- 20.2 All use of disk space, data traffic and other load on systems and infrastructure is limited to the maximum agreed between the parties.
- 20.3 The data traffic that has not been used by the Customer in a certain period cannot be transferred to a subsequent period, unless the Parties have agreed otherwise in writing.
- 20.4 The Supplier shall charge an additional fee for exceeding the agreed maximum amounts in accordance with the rates that are customary for that purpose.

21. Backup and security (Web) Application

- 21.1 With the Web Application, the Supplier ensures that the Customer and other data entered by the Customer are regularly backed up, but no more than once every 4 hours. This backup is only made for internal security reasons at the Supplier. For example in the case of emergencies, such as a major power outage or fire. This backup is not provided to the Customer.
- 21.2 Applications developed for the Customer will only be provided with security measures agreed in writing.

22. Availability and guarantees

- 22.1 The Supplier is entitled to (temporarily) block access to (parts of) the (Web) Application in whole or in part and / or to limit its use in whole or in part and / or (parts of) the (Web) without prior notice. Disable an application to the extent that, in the opinion of the Supplier, this is necessary for the implementation of (preventive) maintenance, adjustments or improvements, without the Supplier being liable for damages towards the Customer or third parties. The Supplier makes every effort to limit this to a minimum and, where possible, to inform the Customer in a timely manner.
- 22.2 The Supplier does not guarantee that the (Web) Application is suitable for the actual and / or intended use.
- 22.3 The Supplier makes every effort to ensure optimum availability of the (Web) Application.
- 22.4 The Supplier does not guarantee that the Services will function without defects, errors and / or without interruptions and / or that all defects and / or errors found can be repaired. The Customer acknowledges and accepts this.
- 22.5 The Supplier makes every effort to repair Defects in the software of the (Web) Application within a reasonable period of time. The Customer is obliged to report Defects in writing to the Supplier in as much detail as possible. The Supplier has the right to postpone the repair of Defects until a new version of the software of a (Web) Application is put into use.
- 22.6 The Supplier is entitled to apply temporary solutions or problem-avoiding limitations in the software of the (Web) Application.

- 22.7 The Supplier is never obliged to convert (Customer) data or to repair corrupted or lost (Customer) data.
- 22.8 The Supplier is entitled to charge the repair costs in accordance with its usual rates if there are usage errors or improper use by the Customer, or other causes that cannot be attributed to the Supplier.
- 22.9 The Supplier does not guarantee that the software of the (Web) Application that will be made available will be adapted in time to changes in relevant laws and regulations.
- 22.10 Except as expressly stated in the Agreement and these Terms and Conditions, the Supplier does not give any other or further guarantees, promises, conditions with regard to the Services and the Supplier hereby disclaims all other guarantees, promises or conditions, whether explicit, implicit or by virtue of the law (including but not limited to warranties or conditions relating to marketability, not infringing other rights or fitness for a particular purpose) with regard to the Services.

23. Changes (Web) Application, maintenance and support

- 23.1 The Supplier is entitled to make innovations and / or changes to (parts of) the Web Application at its own discretion. The Supplier shall inform the Customer in a timely manner of the processing of changes insofar as these are important for the use of the mobile Application and / or Web Application, all this at the discretion of the Supplier.
- 23.2 For Applications, the Supplier only provides maintenance and support if and insofar as this has been agreed in writing.
- 23.3 For Web Applications, the Customer is entitled to support as described in this article for the duration of the Agreement.
- 23.4 Support includes the right to consult Documentation. In addition, questions can be submitted 24 hours a day via support.chaincode.eu The support relates to the functionality of the Web Application Services when actually used by the User.
- 23.5 Unless otherwise agreed in writing, support does not include:
- a. services with regard to system configurations, hardware and networks;
 - b. structural work such as entering content items;
 - c. support on location;
 - d. expanding the functionality of the Web Application at the Customer's request;
 - e. converting files;
 - f. services with regard to external databases of producers other than the Supplier;
 - g. installation, configuration, training or other Services not explicitly described in the Agreement;
 - h. support for (operating) software from other producers
 - i. providing new products that have become available;
 - j. support for the internet connection;
 - k. mail addresses;
 - l. support in an environment that is not supported according to the System Requirements.
- 23.6 Support may only be requested by the Customer.
- 23.7 Before contacting the Supplier for support, the Customer must first consult the applicable Documentation and / or submit questions via support.chaincode.eu
- 23.8 If the Supplier performs work on the instructions of the Customer with regard to the subjects referred to in paragraph 5 of this article, the Supplier is entitled to charge the costs for this to the Customer at the usual rates.

CHAPTER 3 ADVICE AND CONSULTANCY

The provisions included in this chapter 3 apply in addition to the provisions in chapters 1 and 2.

24. Implementation and reimbursement

- 24.1 The Supplier only provides consultancy and consultancy services on Working Days, unless agreed otherwise in writing.
- 24.2 The Customer bears the risk of using an advice or consultancy report prepared by the Supplier.

- 24.3 The Customer bears the burden of proof that the manner in which the consultancy and / or consultancy work and / or reports drawn up by the Supplier in this context do not comply with the Agreement or what may be expected from a reasonably acting and competent Supplier.
- 24.4 If the Parties have not made payment arrangements, the Supplier is entitled to charge fees that relate to the consultancy and / or consultancy work per calendar month at the commercial rates that apply to it.