General Terms and Conditions Bluem b.v.

These Terms and Conditions apply as of March 1, 2017 and may replace previous terms and conditions of Bluem.

Definitions
The following terms have the following meaning in these General Terms and Conditions and in the Agreement:
Bluem: having its registered office and office in (3821 BB) Amersfoort at Plotterweg 31, registered with the Chamber of Commerce under number 32081330;

Connection documentation: the API; it specifies how the Client can link to the Bluem platform;

Account: the set of data uniquely linked at Bluem to a Client and / or user of the Client and with which the Client engages certain Services or has access to Software;

Subscription: the type of user right for a Service / Software that the Client purchases from Bluem;

Bug: technical defect in the Service / Software that, given the nature and purpose, cannot reasonably be put into use, at the discretion of Bluem;

DashboardVMB: the web application made available by Bluem to the Client, with which data registered by Bluem about historical transactions can be viewed by the Client and in which certain settings with regard to the service provided by Bluem can be changed to the Client;

Third Party Software: software from Client or third parties;

Service / Software: the Service / Software that Bluem makes available to the Client "remotely" or provides for the Agreement; via the Service / Software, transactions can be initiated and processed via the internet and / or Documents can be stored, sent and / or processed; These include, but are not limited to, invoice, payment, authorization and / or identity services, Apps or portals;

Documents: Documents in the broadest sense of the word, which the Client sends and / or uploads to the Server (s) of Bluem;

Financial Institution (s): One or more banks or credit institutions to which the Service / Software is connected and which process transaction (s) for which an order has been issued;

Error: technical defect that prevents the use of the Service / Software, given the nature and purpose, at the discretion of Bluem;

Data: all Data relating to the Client and its users and customers;

Intellectual Property Rights: the global intellectual property rights and similar and related rights in the broadest sense, including in particular, but not exclusively, the (claims to) copyright, database rights, design rights, trademark rights, know-how, domain names and patent rights, including any future intellectual property rights;

Intermediary (s): every possible Intermediary between Bluem and the Financial Institutions including owners of transaction products and brands (such as the Dutch Payments Association, Currence, iDEAL, Incasso, iDIN, Visa, Mastercard and PayPal) as well as the networks they use for transport and the processing of transactions and government agencies involved including, but not limited to, the DNB and the AFM;

Client: the organization that purchases the Service / Software from Bluem, as specified in the Agreement;

Solution: a remedy or alternative way of working for an Error after an Error has been received and confirmed by Bluem, in such a way that the Service / Software delivers the core functionality agreed with the Client.

Agreement: the Agreement between Bluem and the Client, including any appendices, to which these General Terms and Conditions apply;

Party: Client or Bluem;

Parties: both Client and Bluem;

Server (s): computer (s) on which Bluem components of the Service / Software are running in production and on which Data and Documents are stored;

General Terms and Conditions: these General Terms and Conditions; The titles of the articles in these General Terms and Conditions only serve for the convenience of the Parties and do not co-determine the content. No legal force can therefore be derived from this.

CHAPTER 1. GENERAL PROVISIONS

Article 1. Order, offer and acceptance

1. The Agreement between Bluem and the Client is established because the Client places an order via the Website. The website states the amount that will be due and the description of the Service / Software stated on the Website is binding. In addition, it is possible that Bluem will prepare a quotation in which it indicates what is included in the Service and what amount will be owed upon acceptance.

2. A quotation is without obligation and valid for up to 30 days after shipment by Bluem, unless stated otherwise in the quotation.

3. If it appears that the information provided by the Client is incorrect, Bluem has the right to adjust the prices accordingly.

4. These Terms and Conditions apply at all times to the Agreement or to any offer from Bluem, unless agreed otherwise in writing. The General Terms and Conditions have been filed with the Chamber of Commerce and can always be consulted via the Bluem website: www.bluem.nl. The General Terms and Conditions will be sent free of charge upon request.

5. Provisions or conditions set by the Client that deviate from or do not appear in these General Terms and Conditions are only binding for Bluem if and insofar as they have been explicitly accepted by Bluem in writing. If the present General Terms and Conditions have been tacitly or explicitly deviated from one or more times, the Client cannot derive any rights therefrom with regard to Agreements concluded subsequently. The applicability of the Client's purchase or other terms and conditions is expressly rejected.

6. The mere issuance of a quotation or similar notification, whether or not indicated by an offer, does not oblige Bluem to conclude an Agreement with the Client. They are of an indicative nature only, unless otherwise stated in writing by Bluem. The Client can never derive any rights or expectations from a pre-calculation or budget issued by Bluem. Bluem has the right to refuse a Client at its own discretion without giving a reason.

7. Offers can only be accepted without deviations. Contrary to the provisions of Article 6: 225, paragraph 3 of the Dutch Civil Code, Bluem is not bound by deviations from Bluem's offer occurring in the acceptance by the Client. An Agreement is concluded at the moment at which the communication regarding the relevant acceptance by the Client is received by Bluem. After acceptance, cancellation of the Agreement is not possible. After acceptance, the Agreement may only be amended with mutual consent.

8. The Agreement runs from the moment at which notification regarding acceptance by the Client is received by Bluem.

9. In the event of stipulations in the Agreement, general terms and conditions or annexes thereof, the following order of priority applies:
1. the Agreement;
2. the possibly concluded Service Level Agreement;
3. any annexes;
4. these Terms and Conditions.
10. If any provision of these General Terms and Conditions is invalid or destroyed, the remaining provisions of these General Terms and Conditions will remain in full force. In that case, the parties will consult with the aim of agreeing new provisions to replace the invalid or annulled provisions, taking into account as far as possible the purpose and scope of the invalid or annulled provisions.
11. Subject to the explicit written permission of Bluem, the Client is prohibited from transferring any rights or obligations arising from an Agreement concluded with Bluem to third parties, including companies affiliated with the Client.

Article 2. Delivery and implementation of the service / software
1. After the conclusion of the Agreement, Bluem will deliver or perform the Service / Software as soon as possible in accordance with the offer or the electronic order. Client acknowledges that Bluem may depend on third parties for this. At the same time, the Client undertakes to execute the relevant instructions from Bluem as well as the instructions in the Connection Documentation, which will be provided to the Client. Unless explicitly stated otherwise in writing, the agreed delivery times are not binding.
2. Client will arrange for its hardware and software to be set for its own account and risk in accordance with the conditions and procedures included in the Connection Documentation, if applicable. The Client will ensure that, immediately after entering into the Agreement, it has the facilities and contracts required for the use of the Service / Software. In the performance of the Agreement, the Client is obliged by Bluem to do all that is reasonably necessary or desirable to enable a timely and correct delivery or performance by Bluem and will act accordingly to Bluem with appropriate speed. In the event of non-compliance by the Client with this paragraph, an agreed delivery deadline or start of the Service / Software is no longer binding.
3. The Implementation is completed as soon as the Client has access to the Service / Software or is connected to any Financial Institution.
4. In the event of an interim change to the agreed specifications, the agreed delivery period expires and a new period is determined.
5. Unless otherwise agreed in writing, Bluem makes every effort to ensure that the Service / Software is delivered and performed to the best of its ability and with due care and expertise. The parties acknowledge that the success of delivery and / or implementation is partly dependent on correct and timely mutual cooperation.
6. Bluem has the right to have certain work done by third parties. This is without prejudice to Bluem's responsibility and liability for the fulfillment of its obligations under the Agreement.
7. Bluem is permitted to independently make changes to the material supplied by the Client without the Client's prior consent.
8. If this is part of the Service / Software, Bluem will provide the Client with an administrative username and password. With this data, the Client has access to the Account (DashboardVMB). Client will pay all fees resulting from the use of the service with administrative username and password.

9. Any action that takes place through the Client's Account is deemed to take place under the responsibility and risk of the Client. In the event of a suspected misuse of the Account, the Client must report this to Bluem as soon as possible so that it can take measures.

Article 3. Availability, maintenance and renewal of the service / software
1. With regard to Service / Software, Bluem guarantees that Bluem is authorized to execute it and will execute it in a professional manner for the duration of the current Agreement.
2. Bluem will endeavor to detect and resolve Errors and / or Bugs in the Service / Software. If the Error in the Service / Software makes use impossible, Bluem will endeavor to correct the Error as quickly as reasonably possible.
3. Bluem will endeavor to achieve maximum availability of the Service / Software provided, but offers no guarantees in this regard, unless otherwise agreed in the quotation or the online ordering procedure through a Service Level Agreement (SLA) designated as such. Unless otherwise provided in such an SLA, the provisions in this article apply to availability.
4. In the event of the Service / Software not being available, due to malfunctions, maintenance or other matters, Bluem will endeavor to inform the Client about the nature and expected duration of the interruption.
5. Bluem has the right to temporarily suspend its systems, including transaction pages, or parts thereof for the purpose of maintenance, adjustment or improvement thereof. Bluem will try to have such a temporary decommissioning take place outside office hours as much as possible at times that it causes as little inconvenience to the Client as possible. To the extent reasonably possible, Bluem will inform the Client in advance of the planned decommissioning. However, Bluem is never liable for compensation for damage in connection with such decommissioning.
6. Bluem has the right to adjust its systems, including the transaction pages, or parts thereof from time to time to improve functionality and to correct errors. Client therefore automatically works with the latest version of the Service / Software. In the case of adjustments that are relevant for several Clients, it is not possible to forgo a specific adjustment only for the Client. If an adjustment leads to a significant change in functionality, Bluem will endeavor to inform the Client thereof. Bluem is not obliged to pay any compensation for damage caused by such an adjustment.
7. The Client is obliged to implement any adjustments that result from a change in the specifications for the use of the Service / Software to be delivered by Bluem for its account and risk without delay in its Operations. Bluem is not obliged to reimburse any costs or damage resulting from a change in the specifications of the Service / Software provided by Bluem.
8. Bluem is not responsible and not liable for any errors, malfunctions, interruptions and / or other problems in / with the (operation of) Third Party Software, even if this is caused by modification, improvement or maintenance work in the Third Party Software. . Client must in that case contact the administrator of the Third Party Software. Bluem will endeavor to support the Client in handling problems and the use of the Service / Software, based on fair use, at the discretion of Bluem.
9. In the event of the Service not being available, due to malfunctions, maintenance or other matters, Bluem will endeavor to inform the Client about the nature and expected duration of the interruption.

Article 4. Complaints, malfunctions and support

1. Client is obliged to actively monitor whether Bluem is properly complying with the Agreement. If the Client finds a problem that prevents the Service / Software from being used in the manner stipulated in the Agreement, the Client must report this to Bluem as soon as possible. Bluem will process the report and then make every effort to arrive at a remedy or workaround within a reasonable period of time for a complaint and / or malfunction, so that the Service / Software to be delivered again complies with the agreed functionalities.

2. Bluem will keep itself available during office hours for a reasonable level of technical support to the Client in the use of Service / Software, based on fair use, at the discretion of Bluem. Client is solely responsible for supporting its customers.

3. The client must inform Bluem as soon as possible after a defect has been found. In the event of a failure, the following protocol must be followed: a. The client must inform Bluem as soon as possible about the malfunction (including details); b. Bluem will take care of the registration; c. Bluem will start an investigation into the malfunction and make an effort to reach a Solution within a reasonable time; d. Bluem will inform the Client about the realized Solution.

4. Complaints about the Service / Software provided by Bluem must be properly made known to Bluem in writing by the Client within 30 (thirty) days after the incident (incident). After the expiry of this period, any right in this respect expires for the Client.

5. Where possible, Bluem is always entitled to substitute a new sound performance for a previous defective performance.

Article 5. Prices and reimbursements

1. The Client owes the prices that are included in the Agreement for the purchased Service / Software. These are one-off, periodic and / or usage-dependent amounts. All prices are exclusive of turnover tax (VAT) and other levies imposed or to be imposed by the government. Unless otherwise agreed, all prices are always in euros and the Client must make all payments in euros. All prices quoted only apply to the agreed specifications.

2. All agreed periodic and usage-dependent amounts are binding, unless after the offer one of the cost-determining factors (for example the prices of suppliers including Financial Institutions) changes in the period between the time of the offer and the time of delivery and the resulting price increases cannot or can hardly be influenced by Bluem. There are circumstances that justify a price increase. In such cases, Bluem has the right to adjust the agreed price accordingly. Client will be informed in time, in principle 1 (one) month before entry into force, of a price change to be implemented. The price changes will be sent by Bluem by email. The Client agrees with this method of sending.

3. Client has the right within 30 (thirty) days after notification to, if a price increase referred to in the previous paragraph exceeds 5%, terminate the relevant Agreement in writing at no cost as of the date on which the new rate takes effect , but without the right to compensation. Without notice from the Client and / or cancellation of the Agreement, the price change will take effect on the date as initially determined by Bluem.

4. Bluem is entitled to increase the agreed price annually in the context of a continuing performance agreement as referred to in Article 13 on the basis of the consumer price index published by the Central Bureau of Statistics (CBS) for all households (all uses, index 000000). See www.statline.cbs.nl. Client has the right to cancel the Agreement in writing

within 30 (thirty) days after notification, taking into account the cancellation procedure and period. The Client does not, however, have such a right to cancellation if it has been explicitly agreed between the Parties that the price will be adjusted with due observance of an index or standard agreed between the Parties.

5. Use-dependent amounts are due by the Client on the basis of the actual registered use afterwards. If a Subscription comes with a certain number of transactions per month, the Client cannot take this "credit" for transactions to the following month. If the Client pays the Subscription Fee per calendar year, the Client can use the total annual credit throughout the year. In this case, too, the credit cannot be carried over to the next calendar year. This provision applies accordingly for other terms of the Agreement.

6. With regard to the use and the fees payable by the Client for this, the relevant documents and data from Bluem's systems provide full evidence, without prejudice to the Client's right to provide proof to the contrary.

7. If the Client consists of several natural persons and / or legal persons, each of these persons is jointly and severally liable to pay the fees due under the Agreement.

Article 6. More and less work

1. All changes to the specifications of the Service / Software, either at the request of the Client or as a result of the fact that, due to circumstances, another execution is necessary, when extra costs are involved, this will be regarded as additional work and to the extent that there are fewer costs as less work. These are invoiced accordingly to the Client in accordance with the usual prices of Bluem.

2. If, due to circumstances unknown at the time of the offer or the confirmation of the Service, Bluem is required to perform more work than agreed, or to perform work under circumstances more objectionable than was known to it at the time of entering into the Agreement, Bluem is entitled to charge the resulting additional costs to the Client. The basis for additional work is in any case deemed to be amended instructions after receipt of the data, examples and / or files sent by the Client, receipt of defective files, deviating delivery methods and necessary data corrections.

3. A condition for the right from the preceding paragraphs is that Bluem has informed the Client in good time about the circumstances and extra costs referred to therein. If the Client cannot agree with the additional costs involved, he has the right to cancel the part of the additional work that has not yet been carried out, but without the right to a refund or remission of the costs of additional work already carried out.

Article 7. Payment conditions

1. The Parties shall record in the Agreement the date or dates on which Bluem charges the Client for the service / Software fee. In the absence of an agreed payment schedule:

a. all fixed periodic payments are always due in advance per calendar month.

b. all usage-dependent fees are generally payable per calendar month in arrears on the basis of the actual registered use or the determined minimum consumption.

c. all one-off payments 50% at the start of the work to which they relate and the remainder upon completion of the work. Insofar as the Implementation Work could seize more than two months after commencement and the cause of the delay cannot be attributed to Bluem,

Bluem is entitled to charge the full one-off costs in this regard to the Client as well as the associated fixed periodic fees.

2. Bluem will send an invoice to the Client for the amount owed by the Client. The Client agrees with electronic invoicing by Bluem. If desired, the Client can receive a paper invoice, for which an extra amount of € 2.50 per invoice will be charged.

3. Unless explicitly agreed otherwise in writing, full payment of invoices sent by Bluem must take place within 14 days after the invoice date, without the Client being able to rely on any discount, settlement, suspension or debt compensation. The payment term made known to the Client can be regarded as a strict deadline. For payment, the day of credit validation of the account of Bluem is considered to be the day of payment.

4. If an automatic direct debit is refused or if payment is not made or is not made in time, the Client will be in default by operation of law, without any summons or notice of default or legal intervention being required for this.

5. In the absence of payment within the applicable period as referred to in the preceding paragraph, the Client shall owe interest on the outstanding invoice amount of 1% (one percent) per month. In addition, the Client will then be obliged to reimburse the extrajudicial costs that Bluem must incur in order to collect the outstanding invoice amount. These costs are set at least 15% of the outstanding amount with a minimum of EUR 50.00 and without prejudice to Bluem's right to charge further reasonable costs to the Client. In addition, Bluem is entitled to charge administration costs of € 5.00 for the 1st reminder and € 10.00 for a reminder in the event of late payment. If an automatic direct debit is not successful, the Client will be notified and Bluem has the right to charge an amount of € 5.00.

6. Every payment by the Client serves first of all to settle the interest due and then to settle the collection costs, with the exception of the legal costs. Only after these amounts have been paid will any payment by the Client be deducted from the outstanding claim, whereby the first outstanding will be debited, irrespective of the description that the Client may have given to the payment.

7. Without prejudice to the Client's payment obligation, Bluem reserves the right to suspend its obligations and services and to suspend them until full payment has been made, without Bluem being obliged to pay any compensation.

Article 8. Terms of use
1. Client is responsible for the choice of using the Service / Software and whether it is suitable for the purpose.

2. It is in the interest of the Client that the data files that are offered in the context of the service are integrity and have been checked for quality.

3. Client may not misuse or make improper use of the Service / Software. In a general sense, this means that the Service / Software may not be used in a way that is contrary to applicable law and that no rights may be infringed on the rights of third parties.

4. The parties undertake not to perform any acts or to have them performed or to have them performed in the context of the implementation of the Agreement, which are contrary to the law, good morals and / or public order.

5. Although Bluem makes every effort to inform the Client about any permits that the Client may need for the Service, completeness is not guaranteed. The client remains fully responsible at all times for the timely application and obtaining of all necessary permits.

6. The Client is not permitted to use the data provided by Bluem for a purpose other than that specified in the Agreement. Bluem does not guarantee the accuracy and completeness of the information it provides. Bluem receives this information from the relevant Financial Institution (s) and passes this "as is" to the Client.

7. The Client indemnifies Bluem against all third-party claims that are based on the assumption that the Client, its users or (end) customers have not complied with a valid duty when using the Service / Software - legally, on the basis of the Agreement or otherwise - or has infringed on another person's rights.

8. Bluem has the right to (temporarily) disable the Service / Software supplied if the Client fails to comply with an obligation to Bluem or acts contrary to these General Terms and Conditions.

Article 9. Supplied data and files

1. Client provides data and / or files in a timely and sound manner, at its risk. Client will receive instructions from Bluem regarding the method of delivery. The data and files supplied must meet the Connection Documentation requirements set by Bluem. The responsibility for the data and files provided rests entirely with the Client, who guarantees its accuracy.

2. Errors or delays that (partly) arise because the data and / or files supplied are not correct or complete, cannot lead to Bluem's liability. Client is liable to Bluem for any damage that Bluem suffers as a result of errors or imperfections in the data and / or files supplied by it. This should also include viruses, worms and other electronic elements. The client indemnifies Bluem against any claims from third parties as a result of such imperfections.

3. With regard to the data and / or files to be supplied by him to Bluem, the Client guarantees that he / she is entitled to make these available to Bluem and that Bluem is entitled to provide the services agreed in respect thereof. The client indemnifies Bluem against any third-party claims in this regard.

4. If Bluem has agreed on the retention of data and / or files during a certain period, this does not affect the Client's own legal obligation with regard to its accounting and the retention thereof.

Article 10. Privacy and security

1. Parties maintain that Bluem is a 'processor' within the meaning of the Dutch Personal Data Protection Act with regard to the processing of personal data. Bluem will only process (personal) data that it has at its disposal for the performance of its services. Bluem will not make (personal) data available to third parties, other than the data necessary for the services, except in the following cases to the following Parties, for which - to the extent necessary and possible - the Client gives explicit explicit permission:

1. a. To third parties who provide necessary (technical) services to Bluem for the operation of the Service / Software;

2. d. To companies that (partly) take over Bluem, invest in Bluem, with which Bluem merges and / or are otherwise the legal successors of Bluem;

3. e. To government agencies, intermediaries and financial institutions, if required by law and / or pursuant to a request and / or authorized order from a government agency.

2. The Client guarantees and warrants that when processing personal data with the Service / Software of Bluem, it will act in line with all laws and regulations relating to that processing, such as - but not exclusively - the Personal Data Protection Act (Wbp). The client indemnifies

Bluem against claims from third parties in this regard. Client guarantees and guarantees - in view of all applicable laws and regulations - that it is permitted to send customers messages via the Service / Software. The client indemnifies Bluem against claims from third parties in this regard. In the event that the Client does not meet the aforementioned obligations or in the event that an Intermediary, Financial Institution, judge or government institution requests or requires this from Bluem, Bluem will be entitled to suspend its obligations towards the Client.

3. Bluem is responsible for the protection of the data in its possession and will take all commercially reasonable, administrative, technical and physical measures to protect files, documents and / or personal data against unauthorized access or accidental loss or change. Despite the foregoing, Bluem cannot guarantee that unauthorized third parties will never be able to break through or circumvent the security measures taken by Bluem and use the data for fraudulent purposes. Client acknowledges that 100% security of Service / Software does not exist. The client accepts this risk if it provides data, documents and / or files from clients in the context of the service.

4. The electronic data is stored on Servers in highly secured data centers within the EU. The data centers that Bluem uses are certified, modern and comply with the latest technology when it comes to speed and security.

5. Bluem only processes data from the Client and its users that are necessary for the operation of the Service / Software. The name, email address, mobile number, function and password of users are registered. Client has the right, upon request, to view his personnel data which Bluem has registered.

6. The parties undertake to regularly scan their systems with the latest versions of antivirus software and other security software for computer viruses and other malicious software and to take appropriate measures if necessary.

7. The client is fully responsible for the security of the data on its own systems, website, via your app or otherwise in your possession. Client agrees to comply with all applicable national and international laws and regulations regarding the collection, secure storage and distribution of personal and payment data. Client is entirely responsible for complying with legislation and regulations with regard to its own business activities. The Client will, if applicable, comply with the rules laid down in the (relevant parts of the) Payment Card Industry Data Security Standards (PCI-DSS) and the Payment Application Data Security Standards (PA-DS). If there is nevertheless an "Account Data Compromise" (ADC), the Client is liable for this. Client is aware that it is strictly prohibited at all times to store the CVV2 in any form. Information about the standards with regard to PCI-DSS can be found on the PCI Council website.

8. In the event of a data breach at the Party, in which possibly personal, account and / or payment data are involved, the Party must immediately inform the other party. If the other party or Financial Institution requests additional information with regard to this data breach, the Party will cooperate in this.

Article 11. Confidentiality

1. The Parties shall, subject to the prior written consent of the other Party, treat all data and information about the other Party that is (are) secret or of a confidential nature within the meaning of Article 39 of the TRIPS Agreement on strict confidentiality. adequately secure and in no way disclose to third parties. The European Directive 2004/48 / EC on the enforcement of I.E. rights applies accordingly to infringements of these trade secrets. Parties will only use the information referred to here in the context of an Agreement.

2. Subject to written permission or the provisions of the Agreement, secret or confidential information or data includes in any case, but not exclusively: all information that is explicitly designated as secret or confidential by the other Party, all information and data that Parties become known by virtue of the Agreement, technical, Financial and business information, drawings, formats, concepts, source codes, pilots and all other information that the Parties know or should reasonably know to be secret or confidential and not should be made known to third parties, for example because disclosure causes a good chance of suffering damage or other disadvantage by the other Party. The Client acknowledges that the Service / Software made available by Bluem is always of a confidential nature and that it contains Business Secrets of Bluem or its Intermediaries.

3. The parties may also not use or disclose the confidential information and / or data provided and / or received in the context of an Agreement in the event of an early or complete termination of an Agreement or after it has been terminated. end of an Agreement.

4. The Parties are entitled to communicate or disclose confidential information from the other Party to the competent authorities, in cases where they are required to do so by virtue of applicable legal regulations, or that Bluem is required to deliver to an Intermediary on on the basis of agreements made with such an Intermediary.

5. Bluem is entitled to provide information (including confidential information) to an Intermediary and / or a Financial Institution in the event of (a suspicion of) fraudulent use of the services and / or at the request of an Intermediary and / or Financial Institution.

6. If the Client has an access code and / or certificate for the use of certain Service / Software, the Client will treat this code and / or this certificate confidentially, use it exclusively for the implementation of the Agreement and will not use it. disclose third parties.

Article 12. Intellectual property

1. Client acknowledges that Bluem has all Intellectual Property Rights to the Service / Software. There is no question of transfer of Intellectual Property Rights.

2. The Client has a right of use with regard to the Service / Software for the duration of the Agreement, insofar as this is necessary for the implementation of the Agreement. None of the provisions in the Agreement or in these General Terms and Conditions gives any right to the Client with regard to the Service / Software or related matters.

3. The Client never has the right to make any adjustments to the Service / Software, nor does the Client have the right to make any copy thereof, to decompile the platform and / or otherwise to (try to) edit it.

4. In the event of a violation of Article 12.3, the Client forfeits a - immediately due and non-moderating - fine of € 10,000 (ten thousand euros) for each violation, to be paid immediately by the Client to Bluem, without prejudice to any other claims of Bluem, such as right to full compensation.

5. Parties guarantee each other that the implementation of the Agreement does not infringe on Intellectual Property Rights of third parties. Parties indemnify each other both in and out of court against all claims that third parties can enforce under the aforementioned law or regulations.

Article 13. Duration and cancellation

1. The Agreement enters into force on the day of signature by both Parties and is entered into for the duration of the implementation work plus the specified duration from the first day of the calendar month in which the implementation work is completed in accordance with Article 2.3 and Article 7.1.

2. A continuing performance agreement exists when Bluem concludes an Agreement with the Client that provides for the provision of Services and / or the provision of Software by Bluem periodically or otherwise regularly. A continuing performance contract is entered into for an indefinite period of time, unless explicitly agreed otherwise.

3. For the Service and / or Software for which a warranty period of 30 days applies after completion of the implementation, the Client must, if he / she wishes to claim this, inform Bluem in writing within the aforementioned 30 days.

4. Duration agreement for an indefinite period of time can be terminated by means of an email with acknowledgment of receipt or in writing by registered mail with due observance of a notice period of 6 (six) months and at the earliest after an active duration of at least 1 (one) year.

5. A duration agreement for a definite period of time will be tacitly renewed for the same period of time, unless one of the Parties cancels the Agreement no later than 2 (two) months before the expiry of the specified period by means of an email with acknowledgment of receipt or in writing by registered mail. In this case, the Agreement ends on the last day of the term. The fixed-term agreement cannot be terminated prematurely. Any fees paid in advance by the Client are non-refundable.

6. The rule is that in all cases cancellations must be made by the end of a calendar month.

7. If the Client wishes to terminate the Agreement prematurely, Bluem will charge a lump sum payment. The calculation of this is as follows: 100% of the fixed costs of the remaining time until the end of the Agreement will be charged. The variable costs are calculated based on the average invoice amount for the remaining duration of the Agreement and charged for 50%. The calculation of Bluem for the lump sum payment is leading.

8. In the event of termination of the Agreement by the Client as referred to in this article (and article 14), the Parties will immediately enter into consultation regarding the transfer of data files and / or other matters to be further agreed, such within the framework of continuity of the Client's business operations.

9. Obligations which, by their nature, are intended to continue after termination of the Agreement, continue to exist. The termination of the Agreement does not relieve the Parties from the provisions regarding: confidentiality, intellectual property, applicable law and competent court.

Article 14. Dissolution

1. Premature termination of an Agreement by either cancellation or dissolution is not possible subject to the provisions of the following paragraphs of this article. The operation of Articles 7: 402, 403, 404 and 408 to 412 of the Dutch Civil Code, insofar as applicable to the Agreement between the Parties, is excluded between the Parties.

2. Each Party has the right to terminate the Agreement in whole or in part with immediate effect in the event that the other Party has been declared bankrupt, deferment of payment has been granted, has ceased its business activities or has been wound up.

3. Each of the Parties is entitled to terminate the Agreement due to an attributable serious shortcoming in the performance of the Agreement if the other Party, always in all cases after a detailed notice of default in which a period of 2 (two) months for purification of the shortcoming, attributable shortfall in the fulfillment of essential obligations under the Agreement. If the other party fails to comply with repeated written and attributable notice of default, the Party has the right to terminate the Agreement. Payment obligations of the Client and all obligations to cooperate by the Client count as substantial obligations under the Agreement.

4. Bluem has the right to dissolve the Agreement in whole or in part without observing any term if the Client makes improper use of the Service / Software, entirely at the discretion of Bluem, including, but not limited to, if the Client acts contrary to the right of use and obligations as set out in these conditions in articles 8, 10, 11 and 12, through the distribution of payment requests, collection of monies and obtaining authorizations that can in any way be regarded as unlawful, illegal, punishable and / or reprehensible, without any obligation to pay damages from Bluem, or the right to a refund of payments made in advance by the Client.

Article 15. Liability and indemnity

1. Liability of the Party must be made in writing after the negligent Party has been given a reasonable period to offer an appropriate Solution. If the negligent Party is liable in connection with a failure to fulfill its obligations and / or unlawful act and / or otherwise for damage suffered by the other party, the negligent Party will only be liable for direct damage and not for indirect damage. Indirect damage includes, but is not limited to: loss of goodwill, lost profit, missed (investment) opportunities, missed savings.

2. If and insofar as Bluem is liable to the Client, this liability is in all cases limited to an amount equal to the amount that the company has paid to Bluem in the form of the invoiced amount in respect of this Agreement to which the damage relates. prices. For an Agreement with a term longer than 6 (six) months, Bluem's liability is limited to a maximum of the amounts received by Bluem over the last 6 (six) months pursuant to the Agreement, excluding VAT. The liability of Bluem is, notwithstanding the previous paragraph, limited in all cases to EUR 25,000 (in words: twenty-five thousand euros) per incident-causing incident. A series of incidents counts as one (1) incident. Any right of the Client to claim damages lapses if the reporting procedure as set out in Article 4.4 is not complied with or a claim to that effect has not been submitted to the competent court within 12 (twelve) months after the incident causing the damage has been reported to the Client. . Before submitting a claim to the court, the Parties will always first investigate whether they can settle the matter mutually.

3. Bluem is not liable for errors in connections, errors and bugs in the service / software of third parties, loss of data and / or other malfunctions that are not caused by Bluem. Bluem

does not guarantee that the Service / Software will work (fully correctly) on all devices, operating systems and / or mail clients and / or that use of the Service / Software will lead to the result desired by the Client.

4. The client indemnifies Bluem against claims (as well as all costs incurred by Bluem in the context of such a claim) of customers, financial institutions, intermediaries and / or third parties arising from:

a. misuse by the Client of the Service / Software, as defined in, for example, but not exclusively, Article 14.4;

b. defects in the website and / or defects in the products and / or services offered by the Client;

c. the Client's failure to comply with obligations arising from applicable privacy legislation, including, but not limited to, the Wbp;

d. non-compliance and / or unlawful acts in the broadest sense of the word by the Client vis-à-vis customers and / or third parties;

e. other matters where Bluem is not liable under the Agreement or these General Terms and Conditions.

Article 16. Force majeure

1. A shortcoming in the performance of any Agreement cannot be invoked against Bluem and the third party / parties engaged by Bluem in the event of force majeure. "Force majeure" is understood to mean: circumstances or events that are beyond the control and will of Bluem - regardless of whether these circumstances or events were foreseeable or foreseeable at the time of signing any Agreement - as a result of which Bluem cannot reasonably be expected to be to fulfill its obligations under the Agreement. These circumstances or events include, but are not limited to: internet outages, network attacks, DoS or DDoS attacks, power outages, internal riots, war, fire, natural disasters, labor disputes, strikes, epidemics, government rules and / or similar rules, embargoes, non-compliance (due to bankruptcy or otherwise) by suppliers, software suppliers, Financial Institutions, subcontractors or any other third party (s) engaged by Bluem for the implementation of the Agreement, seizures, the unavailability of (the systems of) Financial Institutions and / or telecommunication services and (attempts at) unauthorized intrusion into and / or unauthorized use of the systems, networks and databases that belong to Bluem, the Client, Intermediaries and / or Financial Institutions and / or of which Bluem, the Client, the Intermediaries and / whether Financial Institutions is (are) dependent, as well as all of them unaware Work performed by others than Bluem or third parties engaged by it. In addition to the legal explanation of force majeure, these General Terms and Conditions also cover matters such as, but not limited to, the unavailability of software and systems from software package suppliers, Financial Institutions and Intermediaries.

2. If a force majeure situation lasts longer than 2 (two) months, each of the Parties has the right to cancel the Agreement in writing with immediate effect by means of an email with acknowledgment of receipt or by registered mail, without any right to compensation being granted for this. arise.

Article 17. Various other provisions

1. This Agreement supersedes all previous Agreements that have been entered into between the Parties, regardless of whether these Agreements have been made orally or recorded in writing.

2. If the Client takes a new version of the Service / Software into use, and / or adjusts and / or extends its user rights and / or Subscription, these terms and conditions also apply in full thereto.

3. Bluem has the right to outsource certain Services or parts of Service / Software to third Parties.

4. Transfer by the Client of this Agreement or the rights and obligations contained therein is only possible after prior written permission from Bluem, which permission can be given under certain (then to be specified) conditions. The Client hereby grants Bluem, as referred to in Article 6: 159 of the Dutch Civil Code, advance permission to transfer an Agreement at a time desired by Bluem to a third Party to be designated by Bluem. If and insofar as necessary or desirable, the Client also undertakes to confirm the prior permission in writing.

5. Bluem can at any time adjust the Agreement and / or the General Terms and Conditions by means of a written notification to the Client. Client will agree with reasonable changes. The changes take effect at the announced time of entry into force. If no time of entry into force has been notified, changes with respect to Bluem will take effect as soon as the change has been notified to him in writing. Without prejudice to the foregoing, changes of minor importance can be made at any time.

6. The Agreement and the General Terms and Conditions are exclusively governed by Dutch law and the Parties will submit disputes, which cannot be settled amicably, to the court in Utrecht. If the court declares articles from the Agreement and / or General Terms and Conditions invalid, the other articles remain in force unchanged.

CHAPTER 2. SERVICE / SOFTWARE

Article 18. Delivery and acceptance

1. In the Agreement, the Parties agree which functionality Bluem will provide to the Client as a Service / Software. Bluem guarantees that it is entitled to make the functionality of the Service / Software available to the Client and indemnifies the Client against claims from third parties in this regard.

2. As soon as Bluem has completed the set-up of the functionality, if the set-up is not automatic, Bluem will inform the Client and report that it has been delivered, the Service / Software has begun and the functionality to the Client is ready for use (implementation is complete).

3. If the Parties agree that the Client will carry out an acceptance test after the date of ready-to-use delivery of the Service / Software, then that acceptance test will take place within 5 (five) working days after the date of ready-to-use delivery. During the acceptance test, Bluem will assist the Client at its request at the applicable rates. Within 3 (three) working days after the acceptance test has taken place, the Client will send a report to Bluem if defects are found. If after this period Bluem has not received the results of the acceptance test, then Bluem is entitled to regard the Service / Software as accepted. Minor defects that by reason of their nature and / or the number of operational commissioning do not reasonably stand in the way, will not be a reason to withhold acceptance, without prejudice to Bluem's obligation to repair such defects, as far as possible.

4. Third Party Software is never the subject of acceptance. However, with regard to software from a third-party supplier, Bluem will immediately pass on the defects found during the acceptance test to this third-party supplier. If and to the extent possible, Bluem is willing to make an effort to provide a temporary work-around during the time that the third-party supplier needs to repair the defect. The said work-around will be charged to the Client on the basis of actual costs, at the discretion of Bluem.

5. If the Client has not approved the Service / Software during the performance of an acceptance test, the acceptance test will be repeated in accordance with the provisions of this article at the latest within 5 (five) working days after defects have been rectified. It is also possible that Bluem itself performs an acceptance test to demonstrate that the Service / Software is functioning properly.

6. If the Client does not carry out an acceptance test and / or the Client uses the ready-to-use delivered goods for acceptance, the date of ready-to-use delivery will count as the date of acceptance.

7. Material adjustments to customer functionality are communicated in time by Bluem to the Client and Bluem provides the Client with information regarding the possible consequences of intended adjustments or changes if these relate to the way in which the Client exchanges Data and Files with Bluem (API link).

Article 19. Use and service level

1. Client is responsible for user names, passwords and certificates provided in the context of the service.

2. The Client will act as a professional user in accordance with Article 8 in the context of purchasing the Service / Software.

3. They establish the service level for the Service / Software in an SLA to the Agreement. In the absence of an SLA, Bluem does not guarantee that the functionality is always available to the Client, but Bluem strives for maximum availability, in accordance with Article 3.