

GENERAL TERMS AND CONDITIONS - SaaS-Finance

By means of *Software-as-a-Service* ("SaaS"), we, Pynaple B.V., offer you the following Software "SaaS-Finance" (the "Software"). This means that we offer you access to the Software we have developed, via the internet. These are the general terms and conditions that are always applicable to the use of our Software.

If you have any questions, you can contact us by sending an email to info@pynaple.nl.

Our address is Stockholm 2, 3124SG Schiedam. We are registered with the Chamber of Commerce (*Kamer van Koophandel*) under number: 77836707.

We have the right to change these general terms and conditions at all times. The latest version of these terms and conditions will always apply. Arrangements that deviate from these terms and conditions will only be applicable if they have been agreed on by us in writing.

Article 1 - General

1. These terms and conditions apply to every offer and agreement between you and us.
2. We shall send you these general terms and conditions at your request, free of charge. You can also find them on our website www.pynaple.nl.
3. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement. Any such invalid or unenforceable provision shall be replaced by a provision that is considered to be valid and enforceable and which' interpretation shall be as close as possible to the intent of the invalid provision.

Article 2 - Proposals and offers

1. All our proposals and offers are non-binding, unless expressly agreed otherwise. An offer or proposal only applies to the assignment specified therein (and not to possible future assignments).
2. When you provide us with certain information, we may assume that the provided information is correct and we will base the proposal on that information.

Article 3 - Price

1. Offered prices do not include possible expenses or any taxes or levies imposed by relevant authorities.
2. We have the right to adjust our prices at any given time. The new price will then be applicable thirty days after its announcement.
3. In case you do not agree with the change of price in question, you have the right to cancel the agreement within 30 days after the announcement. The agreement will then terminate on the day the new prices become applicable.

Article 4 - Subscriptions

1. All subscriptions for our Software that we offer have an initial term of 12 months. You can cancel your subscription by clicking on the button 'Cancel subscription' on the 'My account' page on our Website, your cancellation will become effective at the end of the initial term. At the end of the term, subscriptions (if not cancelled) will be tacitly renewed, each time for a subsequent term of 1 month.
2. The first time you register at our Website, you are offered a free-trial period of 14 days. You can test our Software during this free-trial and are able to modify your subscription plan and/or subscription add-ons. Your free-trial will automatically be tacitly converted to a paid subscription with an initial term of 12 months if you did not cancel your subscription before the end of the free-trial period. You can cancel your subscription any time before the end of your free-trial period.
3. You can upgrade your subscription any time to a plan with more functionalities or add / or increase add-ons. Upgrades will become effective immediately and will not affect the end date of your current term. You can also downgrade your subscription to plans with less functionalities or remove / decrease add-ons. Downgrades will become effective at the end of your current term (renewal date).

Article 5 - Payment and Collection Charges

4. We shall automatically charge your bank account each month around the the first day of the start of a new term.
5. If a payment is due, and you have failed to meet this payment obligation, you will automatically be in default. A default notice is not required.
6. In case of default:
 - a. we may charge the statutory (commercial) interest plus 1%. The interest is calculated from the moment that the payment becomes due, until the moment that the amount has been paid in full.
 - b. all extrajudicial costs. In case of an invoice up to € 267, these costs will be € 40. In case of a higher invoice amount, the maximum collection fees are as follows:
 - 15% on the first € 2,500;
 - 10% on the part that remains thereafter, up to € 5,000;
 - 5% on the part that remains thereafter, up to € 10,000;
 - 1% on the part that remains thereafter, to € 200,000;
 - 0.5% on the remaining part, whereby the total collection fees are maximised to € 6,775.

Article 6 - Use of "SaaS-Finance"

1. If you want to use our Software, you will have to register yourself at our website.
2. You can only create an account for yourself. You are not allowed to give others access to (a backup of) the software.
3. Passwords must be treated confidentially and you are responsible for choosing a unique and strong password.

4. In order to use our Software, you must have a proper internet connection. You are responsible for other internal networks or IT-systems if so required to use our Software within your organisation.
5. You are responsible for all activities on your account after it has been logged in, unless you have reported as soon as becoming aware of it that your personal account has been compromised.
6. We have the right to block accounts. We only do this in case we have reasonable belief that one or more accounts are used in a matter that is against the law or contrary to a provision of these terms. Furthermore, we have the right to take any other measures we deem adequate, taking into account the circumstances at hand.

Article 7 - Availability and maintenance of "SaaS-Finance"

1. We shall ensure that the Software will be kept available for use for the entire duration of this agreement. We shall do our best to keep the Software up and running 24 hours a day, 7 days a week.
2. We are responsible for the functioning and maintenance of the Software. During maintenance, the Software can be unavailable. Maintenance will, as a matter of principle, never take place during office hours (Monday -Friday from 09:00-18:00). We will notify you of such a maintenance at least five in advance. Only in case of emergencies, we will not send you a notification.
3. We have the right to change the Software. This includes, but is not limited to, changing, removing or adding certain features or functionalities of the Software.
4. We do not guarantee that our Software is completely free of error. Please inform us immediately of any errors, bugs or malfunctions of the Software. We will then do our utmost best to resolve your problem as quickly as possible.

Article 8 - Third parties

We have the right to employ third parties to partially perform our duties, if we are of the opinion that this is necessary for the due exercise of the SaaS Agreement. Articles 7:404 of the Dutch Civil Code (uitvoering door bepaalde persoon), 7:407 section 2 DCC (hoofdelijke aansprakelijkheid) and 7:409 DCC (overlijden van bepaalde persoon) are not applicable.

Article 9 - Force Majeure

We are not liable for any damages in case of force majeure. If the force majeure takes place for a period that exceeds two months, this agreement can be terminated in writing. In that case, parties have no right to recover damages. We will then send you an invoice regarding the period in which you have used our Software.

Article 10 - Intellectual property

1. We (or our licensor or suppliers) are the exclusive owners of all existing and future intellectual property, such as copyrights, trademarks, design rights, patents, source codes and know-how, which rest on our Software or are the fruits of the use of our Software.



2. As a user, you only gain the right to use our Software. You cannot claim any of the in subsection 1 mentioned intellectual property. This is not an exclusive right, which means that we can grant others similar rights of use. Furthermore, it is expressly forbidden to transfer or license this right to any third party.

Article 11 - Non-disclosure

We are obliged not to disclose any of your confidential information to third parties unless it is required by a statutory or professional obligation. 'Confidential information' includes all information which you have designated as confidential or which by its nature can be classified as confidential. The following information shall in any case be regarded as confidential:

- a. all information related to research, development, trade secrets or information related to company matters.
- b. personal data as intended in the General Data Protection regulation (GDPR).

Article 12 - Liability

1. You indemnify us for all claims by third parties relating to the data that you have collected, saved or, processed by means of our Software. We are not liable for the content of the data that you have collected, saved or processed within the framework of our Software.
2. We are not liable for any damage which is caused by inadequate use of our Software.
3. We are not liable for direct damages that are unequivocally caused by a shortcoming from our side.
4. Our liability is limited to a maximum sum of €100,00, or the maximum amount paid out by our insurer.
5. We undertake the responsibility to ensure that your data will be stored safely. We are not liable for the damage or loss of any data, for the storage of which we have employed third parties.
6. The limitations set out in this article do not apply if damage is the result of a deliberate act or gross negligence from our side.

Article 13 - Applicable law

Dutch Law

Article 14 - Competent court

The court of Rotterdam.