

DATAMACHINE- GENERAL TERMS AND CONDITIONS

Courante BV (registered under number NL 34091024) operates www.datamachine.nl (the 'Service').

Access to and use of the Service is provided by Courante BV (referred to herein as "we," "us," "our," or "our company") in accordance with the following terms and conditions. Should you wish to contact us, please direct your enquiry to info@datamachine.nl.

By using this service, you agree to be legally bound by these terms and conditions. If you do not agree to these terms and conditions, please exit the Service immediately.

It is your responsibility to ensure that all individuals accessing this Service via your internet connection are aware of and comply with these terms and conditions, as well as any other applicable terms and conditions.

1.1 Privacy Policy

Any personal data collected through your use of the Service will be used in accordance with our Privacy Policy, which you can access at <https://www.datamachine.nl/privacy-policy>.

1.2 Additional Terms and Conditions

The Service will utilise cookies in accordance with our Cookie Policy, accessible via the following link: <https://www.datamachine.nl/cookie-policy>.

1.3 Updates and changes

We reserve the right to amend these terms and conditions at any time by posting changes online or by emailing you. It is your responsibility to regularly review the terms and conditions on the Service to ensure you are aware of the most up-to-date version. By using this Service after such changes have been made, you agree to abide by and be bound by the terms and conditions in effect at that time.

We reserve the right to update and modify this Service from time to time to reflect the needs of our users, our business priorities and/or to reflect changes to any product or Service offered by us.

1.4 Availability

While we endeavor to ensure the uninterrupted availability of the Service and its content, we cannot guarantee this will always be the case. We reserve the right to suspend, withdraw or limit the availability of the Service or any part thereof for business and operational reasons, including maintenance, updates, technical improvements or further development of its content and/or presentation.

1.5 Viruses, bugs and harmful use

We and our suppliers take all reasonable precautions to prevent the introduction of computer viruses and other items that may damage the operation of computers or property, or otherwise lead to computer misuse on the Service. However, we cannot accept liability for any such occurrences. It is your responsibility to ensure that the information technology, computer programmes, hardware, software and platform through which you enable yourself to access this Service are properly configured. It is your responsibility to ensure that you have and use your own anti-virus software.

You may not misuse this service by placing viruses, trojan horses, worms, logic bombs or other material that is (technologically) harmful on it. You are prohibited from attempting to gain unauthorised access to this Service, the server where this Service is stored, or any other servers, computers and databases associated with this Service. You are prohibited from launching a denial-of-service attack or a distributed denial-of-service attack against this Service, or from taking any action that affects the operation or accessibility of this Service for other users. In the event of a breach of this provision, you will be committing an offence under Dutch law Section 139d (2) of the Penal Code. We will report all such breaches to the relevant law enforcement authorities and will cooperate with them in their investigations. In the event of any such breach, your right to use this Service will immediately cease.

In the event of a breach, we will report it to the relevant law enforcement authorities and cooperate with them in their investigation. In the event of any such breach, your right to use this service will be immediately revoked.

1.6 Intellectual Property Rights

You may access and use the Service, as applicable, only in accordance with these Terms, any applicable documentation, any agreed Additional Terms and applicable Laws. You are solely responsible for all use of the Service and documentation under Your account, including the quality and integrity of Your Content and all other information made available to Us by or for You through the use of the Service under these Terms and any software application or service You make available to Your end users that interfaces with the Service ('Customer Application').

You may not rent, lease, distribute, sell, sub-licence, transfer or access the Service to any third party (except to make the Service available to your end-users in connection with a Customer Application as permitted under these Terms) or provide it on a standalone basis.

Furthermore, you agree not to reproduce, distribute, perform, display, modify, alter, change, translate, decompile, reverse engineer, disassemble, create derivative works from, or otherwise attempt to extract source code from this service. Unless otherwise indicated, all material on the Service is protected by copyright, database rights, trademarks and/or other intellectual property rights belonging to, or used with permission of, their owners, by us or our affiliates or collaborators. This Service as a whole is protected by copyright and other intellectual property rights. All rights are reserved.

1.7 Our liability

To the maximum extent permitted by law, we shall not be liable in contract, tort, negligence, breach of statutory duty or otherwise for any loss or damage related to your use of or inability to use the Service, or your use of or reliance on any content on the Service.

We have exercised reasonable skill and care in developing the Service, but it is intended for general information purposes only. We do not guarantee the accuracy, completeness or timeliness of the Service or any content on it, including any data or statistics. We therefore disclaim all liability and responsibility arising from your reliance on any content posted on the Service, or that of any third parties aware of any content on the Service.

1.8 Payments and Billing

We may engage third-party payment processors (referred to hereinafter as "Payment Processors") to invoice you via the payment accounts associated with your account (referred to hereinafter as "Billing Information"). Please note that payment processing may be subject to the terms and policies of the

payment processors in addition to these terms. We accept no liability for the actions or omissions of the payment processors. You are required to pay all fees set out in the order forms (the 'Fees'). Unless otherwise stated in this Agreement or an Order Form, payment obligations cannot be cancelled and fees paid are non-refundable. Unless otherwise specified in an Order Form, Courante may increase the fees upon renewal of each subscription period of an Order Form by notifying the customer in writing at least forty-five (45) days prior to the commencement of the applicable subscription period.

It is your responsibility to provide us with up-to-date, accurate and complete information regarding your account and billing details. You must also ensure that you promptly update us with any changes to this information. Similarly, you must notify us or our payment processors immediately if your payment method is cancelled or otherwise cannot be used.

By accepting these terms and using the services, you agree to be billed on a recurring basis and to have fees charged automatically to your chosen payment method upon billing. Should your payment method or payment of fees be subject to other terms and conditions, as set out in order forms, invoices or otherwise, these other terms and conditions will apply in addition to these terms. Furthermore, you may be charged an amount up to your current balance at any time to verify the accuracy of your account details. We reserve the right to deactivate, terminate accounts or access to the services at any time and in our sole discretion. This may include preventing access, disabling services and/or removing accounts or access, including for non-payment, late payment or failure to charge your payment methods upon billing.

As the purchaser of our services, you are responsible for all duties, customs fees, taxes and related fines, penalties, audits, interest and back payments. This includes, but is not limited to, national, state or local sales taxes, use taxes and value added taxes (VAT). (Collectively, these are referred to as 'Taxes'). Unless otherwise stated, our prices are not inclusive and are not subject to reduction or improvement in light of such taxes. In the event that we are required to collect or pay Taxes in connection with your purchase of the Services, such Taxes will be included on your invoice or collected at the time of purchase. In certain states, countries and territories, we reserve the right to determine whether your purchase of Services is subject to certain Taxes. Should this be the case, we reserve the right to collect and remit such Taxes to the relevant taxing authority. If you believe that a certain tax is not applicable or that a certain amount should be withheld from payments to us, you must promptly provide us with a tax certificate, receipt of withholding, tax identification number (e.g. VAT identification) or other sufficient evidence. Please note that such information must be valid and sufficiently authorised by all competent tax authorities. Furthermore, you are required to provide us with any tax identification information necessary for us to comply with our tax obligations, as determined by us from time to time. You will be solely responsible for any misrepresentation or non-compliance caused by you in relation to taxes, whether in relation to us or other parties, including any fines, penalties, audits, interest, back payments or further taxes in connection with such misrepresentation or non-compliance.

1.9 Third-party websites

You agree that any interaction you have with such third parties (including, but not limited to, payment for and delivery of products or services, and any other terms, conditions, warranties or representations, actions or omissions associated with such interactions) will be based on the terms and conditions (if any) of the third-party administrator, and that this is solely a matter between the third-party administrator and yourself.

1.10 Links

We do not make any representations or warranties with regard to other websites that you may have accessed via this Service, or that may link to this Service.

Please note that when you visit another service, you are doing so at your own risk. This service has no control over the content or availability of that service, and therefore cannot be held liable for any issues that may arise. In particular, you agree that any interaction you have with such third parties (including payment for and delivery of products or services, and any other terms, conditions, warranties or representations, acts or omissions associated with such interactions) will be in accordance with the terms and conditions (if any) of the third-party operator, and that this is solely a matter between the third-party operator and yourself.

Furthermore, a link to another service does not constitute endorsement or responsibility on our part for the content of such service or your use of it. We shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services offered through such source.

1.11 Governing law

These Terms of Use are governed by Dutch law. Any relevant legal proceedings may be brought in the Dutch courts. In addition, you may have statutory and/or consumer rights applicable in your jurisdiction, and in some circumstances your local laws may apply.

This is the latest version of the document, dated 30 July 2024.