

## TERMS OF USE OFFICE USER

These Terms of Use apply to your use of the Platform (as defined below).

We recommend that you read these Terms of Use carefully so that you know what rights and obligations you have when using the Platform.

### Article 1. Definitions

1.1 In this Agreement, the following capitalised terms shall always have the following meaning:

**Account:** your personal environment within the Platform to which you have access after logging in with your Login data, and where you can view, save and place Content;

**Content:** all materials made available within the Platform, such as - but not limited to - returns, invoices, forms, news releases, files, KPIs, order confirmations, agreements and reports;

**Client:** the legal entity that pursuant to an agreement with Clients wish to cooperate or communicate via the Platform for the purposes of the services offered by PinkWeb in the accountancy industry;

**Customer:** the legal entity to whom PinkWeb provides the Service, such as - but not limited to - administration and accountancy firms, which collaborate or communicate with their Clients;

**Employees:** Employees of the Customer;

**IP Rights:** all rights of intellectual property and related rights, such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and neighbouring rights, as well as know-how and one-line performances;

**Login data:** the strictly personal combination of user name and personal combination of user name and password, which allows you to access the Platform and your Account;

**PinkWeb:** the operator of the Platform, namely Pink Web Applications B.V., registered in the Trade Register Trade Register under number 08110643, hereinafter also referred to as 'we', 'us' or 'our';

**Platform:** the digitally accessible application developed by PinkWeb to which Users, after accepting the Terms of Use, by means of their Login data access and where they can view Content, download and post Content, in order to communicate and collaborate with other Users.

**Service:** the Service provided by PinkWeb, which consists of the online maintaining a Platform for the accountancy industry, through which Customer can collaborate and communicate;

**Terms of Use:** these Terms of Use, which apply to the Platform;

**User:** the natural person who has obtained Login data and has an Account with which to use the Platform, and acting either on behalf of Customer or on behalf of Clients, in these Terms of Use also referred to as 'you' or, in possessive form, as 'your';

### Article 2. Applicability

2.1 These Terms of Use apply to all your use of the Platform and all legal relationships that may arise between you and us from that use.

2.2 We may amend or supplement these Terms of Use. The most up-to-date Terms of Use can always be found in the Platform. We will notify you as soon as the Terms of Use have been changed. If you continue to use the Platform after the Terms of Use have been changed, you indicate your agreement with the new version of the Terms of Use.

### Article 3. The Service

3.1 The Service entitles you to access and use the Platform. Via the Platform, you can View, download and post Content and therefore collaborate and communicate with other Users. As a User, you can act on behalf of both the Customer and a Client.

3.2 Additional conditions, in particular those relating to Content, may apply to the Service. These conditions will be made available to you through the Platform.

3.3 PinkWeb makes every effort to provide the Service to the best of its ability. You agree that the Service contains only the functionalities that are available at the time of use ('as is'). Only if PinkWeb explicitly indicates otherwise, PinkWeb will not to the extent permitted by mandatory law, make no guarantees, for example about the operation security or accuracy of the Service in any form whatsoever.

#### **Article 4. Access to and use of the Platform**

4.1 You can only access the Platform if you hold Login data. These initial Login data are provided to Customer by PinkWeb. Customers may in turn provide Accounts with Login data to you. You guarantee that all information you provide in the context of obtaining your Account and Login Data are up-to-date, correct and complete. If such data are not, you will promptly provide data to Customer that is up-to-date, correct and complete.

4.2 You are solely responsible for maintaining the confidentiality of your Login data and you must not disclose your Login data to third parties. We may assume that you are actually the person who logs in with the Login data provided to you. As soon as you know or have reason to suspect that Login data have come into the hands of unauthorised persons, you must let us know. Furthermore, you have the obligation to take effective measures yourself, such as periodically changing your Login data. We reserve the right to change the login procedure and/or Login data if we deem this in the interests of the functioning of the Platform.

4.3 As a User, you are responsible for ensuring that your conduct in or with the Platform is not unlawful. For example, you may not upload incorrect or harmful information (such as viruses and malware), not bypass any security measures placed by us, do not (otherwise) act criminally and do not infringe our (IP) rights or (IP) rights of third parties.

4.4 You are expressly prohibited from using the Service and/or Content in a way:

- a. that is discriminatory as to appearance, race, religion, gender, culture, origin or is otherwise offensive or inappropriate, in the exclusive opinion of PinkWeb;
- b. which incites violence against and/or harassment of others;
- c. which leads to or results in the exploitation or abuse of others;
- d. which in the opinion of PinkWeb or the Customer is contrary to good morals or good taste, is violent or contains a link to pornographic material;
- e. which promotes or commits the commission of illegal activities;
- f. which is based on untruths and/or is misleading;
- g. contains viruses, Trojan horses, worms, bots or other software that damage a computerised work, render it unusable or inaccessible, erase it or inaccessible, erased or appropriated or which are intended to technical protection measures of the Website and/or the computer systems computer systems of PinkWeb or the Customer;
- h. violates these Terms of Use or any applicable laws and/or regulations;
- i. infringes the rights of PinkWeb and/or third parties, including but not limited to IP rights or rights relating to the protection of privacy;
- j. is otherwise unlawful in any way; or
- k. may damage the interests and good name of PinkWeb and/or the Customer.

4.5 We are at all times entitled to remove Content which, in our opinion, contravenes the provisions in the previous paragraph, immediately and without warning to you to remove it from the Platform. We are also entitled to (temporarily or permanently) restrict or block your access to the Service if you act in violation of article 4.4.

4.6 You agree that PinkWeb cannot guarantee that others will act in accordance with the Terms of Use.

## **Article 5. Content**

5.1 You acknowledge that PinkWeb has no control over the compliance with these Terms of Use by other Users. If you post Content, you thereby warrant that such Content is lawful and you have, if necessary, permission from the rights holder(s) to post such Content in the Platform. If we suspect that the Content posted is unlawful or should not be posted for any other reason, we may remove this Content from the Platform. PinkWeb will only do so after a written notification to Customer and permission from Customer, unless in emergency, permission cannot reasonably be sought. An emergency in the previous sentence will in any case exist if the failure to directly change, refuse or remove Content is in violation of a statutory provision, this may pose a threat to the continuity of PinkWeb or the Customer, this Content (potentially) infringes any right of a third party or is otherwise unlawful. As the person posting the Content, you indemnify us from all claims by third parties who believe suffered damages because the Content was (allegedly) placed unlawfully.

5.2 You may only post Content insofar as this is done in the context of the Service. This means that you may only post Content insofar as this is in connection with the cooperation and communication on behalf of or with Customer.

5.3 If you feel that certain Content in the Platform could be criminal or infringes the (IP) rights of third parties, you can report this in the Platform or by e-mail. We will investigate such reports and may take action. A report regarding unlawful Content that you have found on the Platform must contain at least the following information:

- a. the URL of the location where the Content that you believe is infringing can be found on the Platform;
- b. a statement that in your opinion there is infringement and why this is so;
- c. your contact details so that we can contact you, such as your name, address telephone number and email address;
- d. if IP rights are infringed: a description of the IP right which you believe has been infringed with a specification of exactly what the infringement entails.

5.4 We reserve the right to forward the report from the previous paragraph to the organisation or person responsible for the Content to which this report relates to.

5.5 We have the right to immediately remove or make inaccessible the Content following a notification as referred to in article 5.3. We reserve the right not to remove certain Content if it is not manifestly unlawful. We are in such cases entitled to remove Content only after a competent Dutch court orders us to do so.

5.6 By making a notification under the first paragraph, you indemnify us and our management, directors, employees, representatives and legal successors for any claim of third parties in connection with the removal or inaccessibility of the Content.

5.7 We do not become a party to any dispute between the person from whom the notification under the first article paragraph and the third party to whom the notification relates.

## **Article 6. Availability**

6.1 Please note that disruptions in the accessibility of the Platform may be caused by failures in your internet connection or hardware. You are responsible for the purchase and proper functioning of this technical infrastructure and internet connection and we are not responsible for damages arising from problems with such facilities.

6.2 We are entitled to carry out maintenance on the Platform at any time. We make every effort, however, to carry out such maintenance outside office hours and will give you as much notice as possible in advance. It is therefore possible that (parts) of the Platform and/or the Content may be made (temporarily) inaccessible, without us being liable to you for damages arising from this.

#### **Article 7. IP Rights**

7.1 The IP Rights relating to the Service are vested in us or our licensor(s). Nothing in these Terms of Use is intended to transfer any IP Rights to you.

7.2 If you comply with all the provisions of these Terms of Use, PinkWeb grants you a limited, personal, revocable, worldwide, non-exclusive, non-sublicensable and non-transferable right to access and use the Platform and Content, to the extent as necessary for the use of the Service.

7.3 If you make Content available via the Platform, you retain the IP Rights thereon. By posting Content on the Platform, you grant PinkWeb a limited, personal, revocable, worldwide, non-exclusive, non-sublicensable and non-transferable right to use the Content for the purposes of the Service.

7.4 You will refrain from any act which infringes any IP rights of PinkWeb or other Users. You are expressly prohibited from modifying, reverse engineering or disclose the Platform or Content for purposes other than as set out in these Terms of Use.

#### **Article 8. Privacy**

8.1 We may process your personal data in connection with the provision Platform and the Content contained therein. If and to the extent such processing does indeed take place, we always do so at the behest of and on behalf of our Customer. Within the meaning of the General Data Protection Regulation, we have we therefore have the role of 'processor' and guarantee that we comply with the ensuing obligations. For example, we will always take appropriate technical and organisational measures to secure your personal data.

8.2 Our Customer are responsible (within the meaning of the General Regulation Data Protection Regulation) for the processing of your personal data. The processing will therefore always take place in accordance with their privacy policy.

#### **Article 9. Warranties and indemnities**

9.1 We cannot guarantee that the Platform will always remain available. Nor do we make promises regarding the quality and legality of the Platform.

9.2 As the Content comes from many different sources, we cannot make any warranties, guarantees and indemnities as to the quality, legality, completeness, availability and accuracy of the Content, unless otherwise provided in these Terms of Use.

9.3 The Platform is only a means of communication and collaboration between you and your clients. However, we are not responsible for the content of these communication and cooperation pursuant to the Service.

9.4 You shall be liable to us for, and you shall indemnify us against, any damages and costs that we suffer or incur as a result of (i) an attributable breach of these Terms of Use by you, (ii) any conduct by you in using the Platform, including any infringement of IP rights or any breach of privacy of third parties or (iii) of an unlawful act.

## **Article 10. Liability**

10.1 Insofar as this article does not provide otherwise, we are not liable for any damage that arises from the provision of the Platform and Content available thereon, or from or in tort or otherwise.

10.2 If we are liable to you for damage arising from a breach of contract or an unlawful act, such liability shall at all times be limited to direct damages, with a total, absolute maximum of the amount that our professional liability insurance pays out in that case. Our total, aggregate liability for damages arising out of a breach of contract or tort shall never, however, exceed an amount of €50 (fifty euro) (regardless of the number of damaging events and regardless of whether the insurer pays out).

10.3 By direct damage within the meaning of the previous paragraph, we mean exclusively:

- property damage;
- reasonably incurred expenses that you would have to incur to ensure that our performance is brought in line with what was agreed between us;
- expenses reasonably incurred by you to establish the cause and extent of the damage determination, to the extent that the determination relates to direct damage within the meaning of this paragraph;
- expenses reasonably incurred by you to prevent or limit damage, to the extent that insofar as you can demonstrate that these expenses resulted in a limitation of the direct damage within the meaning of this paragraph.

10.4 We are not liable for any damage other than direct damage, such as pure property damage, lost turnover and profit, damage due to loss or damage to electronic data or immaterial damages.

10.5 Our limitation of liability expires as soon as damage is caused due wilful misconduct or gross negligence.

## **Article 11. (Consequences of) Termination**

11.1 The term of your Account is linked to the term of the agreement we have concluded with our Customer. If you wish to terminate your agreement with us, you can discuss this with us and our Customer. Because the Platform is essential for the functioning of the Service, there are concerns about terminating your terminating your agreement with us. Should you terminate your agreement with us nevertheless terminate it, your right to use the Platform will expire, your access will be blocked immediately and your Account will be deleted.

11.2 In addition to the other (legal) remedies we may invoke, we are always entitled to restrict or completely block your access to the Platform, delete your Account temporarily or permanently, in particular if:

- you act in breach of these Terms of Use; or
- we believe that your actions may cause damage or liability to yourself, us or to others.

If any of the above occurs, we will first (unless due to the seriousness of the breach or urgency cannot be required of us) consult with you and/or the Customer on behalf of or with whom you collaborate or communicate with to undo the violation and seek an appropriate solution. In any event, by restricting or blocking your access, we will not be liable for any damages arising thereof.

## **Article 12. Final provisions**

12.1 In the event that one or more provision(s) of these Terms of Use is/are void or voidable, or for any other reason invalid in whole or in part becomes or is/are, the remaining provisions of the Terms

of Use shall remain in force. We will in such case replace the invalid clause with a clause that is valid and whose effects correspond as far as possible to those of the invalid clause.

12.2 We are entitled to transfer our rights and obligations arising from the Terms of Use to a third party. We will always inform you of this.

12.3 In case of deviations or interpretation differences between a Dutch and an English version of the Terms of Use, the Dutch version shall prevail at all times.

12.4 These Terms of Use are exclusively governed by Dutch law. All disputes arising from and/or relating to these Terms of Use shall be submitted to the submitted to the competent court in the district of Utrecht.

\*\*\*