

# GENERAL TERMS & CONDITIONS

## TWELVEBRICKS BV

2024-01

# TWELVEBRICKS

## Who are we?

We are TwelveBricks BV. We are located at Peuleyen 96, 2742 EL in Waddinxveen. We are registered with the Chamber of Commerce under number 88160157.

## What do we do?

We provide you with access to the platform with which you design, manage and publish online content. We offer the platform as Software-as-a-Service (SaaS). This means that we provide you with access to the platform over the internet.

## What are you reading here?

These are our general terms and conditions. We will send you these general terms and conditions free of charge upon your request. You can also find these general terms and conditions on our website, [www.twelvebricks.com](http://www.twelvebricks.com). Our website also contains our privacy statement. Please take the time to read it carefully, it contains important information about how we collect and use your data. When we refer to you in these general terms and conditions, we mean you as a user of the platform.

## Questions?

If you have any questions about these general terms and conditions or the platform, please contact us by sending an email to [info@twelvebricks.com](mailto:info@twelvebricks.com).

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## 1. Applicability General Terms and Conditions

- 1.1. These general terms and conditions apply to every offer and agreement that we conclude with you and to every use of the platform.
- 1.2. We reserve the right to change the general terms and conditions at any time. You agree that the latest version of these general terms and conditions will always apply.
- 1.3. Agreements that deviate from these general terms and conditions only apply if they have been agreed to, in writing (also by email), by us.

## 2. The platform

- 2.1. TwelveBricks BV offers you the platform with which you design, manage and publish online content.
- 2.2. Each company that uses the platform is referred to as a User or collectively as Users.
- 2.3. We only offer the platform to business Users.

## 3. Subscriptions and cancellation

- 3.1. Before using the platform, you enter into an agreement (subscription) with us. You can find more information about our subscriptions on our website.
- 3.2. The duration of the subscription is agreed during the registration procedure. The subscription starts from the date agreed during the registration procedure.
- 3.3. At the end of the subscription period, your subscription will be tacitly renewed, always for the duration of the agreed subscription period.
- 3.4. You can cancel your subscription up to 30 days before the end of the subscription period. You can cancel in writing or by sending an email to [info@twelvebricks.com](mailto:info@twelvebricks.com).
- 3.5. You can download and store the data collected, processed and stored with the platform within 30 days after termination of your subscription. After this period you will no longer have access to the data.
- 3.6. When we cancel your subscription, for reasons other than mentioned in article 3, paragraph 7 and article 11 of these general terms and conditions, a notice period of 1 year applies to us.
- 3.7. When we terminate your subscription because our business operations are discontinued, a notice period of 3 months applies to us. You will then receive, in addition to your data, the full source code of the platform under the GPL license. This can be used to host your website with another hosting party.

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## 4. Price

- 4.1. All prices communicated by us are exclusive of VAT unless explicitly stated otherwise.
- 4.2. We may adjust our prices and rates at any time. The price change will take effect 1 month after its announcement, at the start of the subsequent subscription period.
- 4.3. Price increases for current subscriptions will be implemented a maximum of 1 time per year, and the price increase will never exceed 10%. The 10% maximum does not apply when the price increase is due to:
  - a) inflation;
  - b) a price increase by our suppliers;
  - c) an obligation on TwelveBricks under the law.
- 4.4. If you do not agree with the price change, you can cancel your subscription within 30 days. The subscription then ends at the end of the current subscription period or on the date the price change takes effect.

## 5. Payment and collection costs

- 5.1. We will send an invoice at the start of the subscription period. You must always pay the invoices within 30 days of the invoice date.
- 5.2. If you do not meet your payment obligation on time, you are automatically in default. In that case you owe the statutory commercial interest on the outstanding amount. The interest on the amount due and payable is calculated from the moment you are in default until the moment you pay the full amount due.
- 5.3. If you are in default, we have the right to (temporarily) block your account until you meet your payment obligation again.
- 5.4. If you are in default, you also owe us all extrajudicial collection costs.

## 6. Use of the platform

- 6.1. We give you permission to use the platform. This permission is non-exclusive and non-transferable.
- 6.2. We will give you a personal user account with a password that will allow you to access the platform.
- 6.3. You may create an unlimited number of personal user accounts for other users. You are responsible for the use of the platform by other users.
- 6.4. You are responsible for choosing the right identifiers, such as your email address, and for choosing a strong password.
- 6.5. You must keep your account information and password strictly confidential. You are responsible for all actions taken after logging in with your account details.
- 6.6. You can delete your account by sending us an email. Terminating your account will not in any way terminate or suspend your payment obligations to us.

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- 6.7. To use the platform, you need a good internet connection. You are responsible for the technical operation and maintenance of your internet connection, internal network and all other IT systems.

## 7. Obligations

- 7.1. You provide us with all information and materials that we need for the execution of the agreement on time. We will not be liable if we are unable to fulfill this agreement or are unable to fulfill it on time due to your late delivery of the materials or information.
- 7.2. You are responsible for the technical operation and maintenance of the internet connection, the internal network and all other IT systems that are required for the use of the platform according to the system requirements. We are not responsible for incidents related to any of the aforementioned matters. If you use the platform inappropriately and cause an incident, we will not be responsible. You pay the costs of resolving an incident for which you are responsible. The costs are € 120.00 per hour, excluding VAT.
- 7.3. You use the platform in accordance with applicable laws and regulations (such as the General Data Protection Regulation).
- 7.4. You can adapt the appearance of the platform to your own style and design. You may not change the appearance of the platform in such a way that it resembles a platform of another company or agency.
- 7.5. You may not use the Platform to create or attempt to create a derivative or competing version of the Platform.

## 8. Availability and maintenance of the platform

- 8.1. We are responsible for the technical operation and maintenance of the platform.
- 8.2. We will ensure that you can use the platform during the time you have a subscription with us. We will make every effort to make the platform available 24 hours a day, 7 days a week.
- 8.3. We may update the platform for maintenance of the platform or to improve the platform. By 'update' we mean: Installing software and security updates, fixing errors, implementing improvements and introducing new functionalities.
- 8.4. The platform may be unavailable during maintenance. In principle, maintenance will never take place during office hours (09:00 - 17:00).
- 8.5. We reserve the right to change the platform and to change, remove or add certain features or functionalities of the platform.
- 8.6. We do not guarantee that the operation of the platform will be error-free. Notify us immediately if the platform has a malfunction, such as an error message or the failure of a functionality on the platform. You can do this by contacting us via email at

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support@twelvebricks.com. We will then do our best to resolve the malfunction as quickly as possible.

- 8.7. If an incident is caused by a defect in the platform, we will repair the incident free of charge. By 'incidents' we mean: error messages or the failure of a functionality on the platform. You can report incidents by emailing to support@twelvebricks.com. We make every effort to resolve incidents as quickly as possible.
- 8.8. You can submit change requests by emailing support@twelvebricks.com. By 'change requests' we mean: adjusting existing functionality of the platform, adjusting the appearance of the platform or adding new functionality to the platform.

## 9. Data

- 9.1. You are the exclusive owner of all data collected, processed and stored through the platform. You are responsible for the data collection and ensure that this is done in accordance with applicable laws and regulations (such as the General Data Protection Regulation).
- 9.2. Platform data are stored on servers within the European Union. Data designated on the platform as public information may be duplicated on servers outside the European Union.
- 9.3. You will enter into the processor-agreement attached to this user agreement with us. The processor agreement includes agreements about security measures, confidentiality and data loss.
- 9.4. We make backups of the data processed with the platform on a daily basis.
- 9.5. We ensure the security of the platform and all data collected, processed and stored through the platform.

## 10. Confidentiality and privacy

- 10.1. We are obliged to keep your confidential information confidential. By 'confidential information' we mean: all information that you have indicated is confidential or of which it follows from the nature of the information.
- 10.2. In any case, the following is confidential information:
  - 10.2.1. information related to research and development, trade secrets or company information;
  - 10.2.2. personal data as referred to in the General Data Protection Regulation (GDPR).
- 10.3. We protect your personal data in accordance with the GDPR. See the privacy statement on our website for more information.

## 11. Exclusion

We reserve the right, if there are good reasons to do so, to terminate the subscription and to exclude you from any (further) use of the platform, including by blocking

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and/or deleting your account, without being obliged to refund amounts already collected or pay any compensation. This is in any case, but not limited to, the case if:

- a) you act in violation of the applicable laws and regulations or these general terms and conditions;
- b) you do not meet your payment obligations under the subscription;
- c) you use the platform for malicious content (such as malware or other malicious software);
- d) you infringe third-party rights (such as intellectual property rights), or your data is defamatory, libelous, offensive, discriminatory or hateful;
- e) you post hyperlinks, torrents or references containing (sources of) material that infringes intellectual property rights;
- f) your data contains any form of criminal pornography or is manifestly intended to help others find such material;
- g) your data constitutes a violation of the privacy of third parties, including but not limited to the distribution of personal data of third parties without permission or necessity or the repeated harassment of third parties with unsolicited communications.

## 12. Third parties

We may have work (partly) carried out by third parties if we believe this is necessary for the proper execution of the subscription. Articles 7:404 of the Dutch Civil Code (execution by a specific person), Article 7:407 paragraph 2 (joint and several liability) and 7:409 of the Dutch Civil Code (death of a specific person) do not apply.

## 13. Force majeure

- 13.1. We are not liable if we cannot fulfill the subscription with you due to force majeure. This includes, for example, a non-attributable shortcoming of third parties that TwelveBricks BV uses, hacks and internet malfunctions. This also applies if you are unable to fulfill the subscription due to force majeure.
- 13.2. If the force majeure lasts longer than desired, you can cancel the subscription in writing. In that case there is no right to compensation. We will send you an invoice for the (not yet paid) period in which you have used the platform.

## 14. Intellectual property rights

- 14.1. We (or our licensors or suppliers) are the exclusive owner of all existing and future intellectual property rights, such as copyrights, trademark rights, design rights, patent rights, source code and know-how, which rest on or arise from the platform.
- 14.2. You only get the right to use the platform. You cannot claim the intellectual property rights referred to in paragraph 1. The right to use the platform is not exclusive and

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you may not transfer or license the right to use the platform without our prior written consent.

## 15. Liability and indemnification

- 15.1. We are not liable for any damage or other adverse consequences due to the use or inaccessibility of (information on) our website and/or the platform. All actions that you perform on the basis of our website and/or the platform or the information provided by us are at your own expense and risk.
- 15.2. We are not liable for damage caused by improper or unlawful use of the platform by you or third parties.
- 15.3. We are not liable in case of force majeure, as set out in the article entitled "Force Majeure".
- 15.4. We are only liable for your direct damage, which is directly and exclusively the result of a shortcoming on our part.
- 15.5. If we are nevertheless liable, our liability is always limited to a maximum of € 5,000.00 per event.
- 15.6. We will ensure careful storage of your data. We are not liable for damage or loss of data stored with us or with third parties.
- 15.7. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on our part.
- 15.8. You shall indemnify and hold us harmless against all third party claims such as, but not limited to, fines, costs, damages, etc. related to any use of the platform by you.

## 16. Final provisions

- 16.1. If any part of these general terms and conditions is void or voidable, this will not affect the validity of the rest of these general terms and conditions. The void or voided part will be replaced by a provision that follows the content of the void provision as closely as possible.
- 16.2. You may not assign or transfer any rights and obligations under the platform or these general terms and conditions without our prior written consent.

## 17. Applicable law

Dutch law.



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## 18. Competent court

The District Court of The Hague is competent to take cognizance of all disputes or claims arising from these general terms and conditions.