

General Terms and Conditions | Rinkel B.V.

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These General Terms and Conditions apply to all offers and services made and provided by Rinkel B.V. and form an integral part of every agreement concluded between Rinkel B.V. and its customers.

ARTICLE 1. DEFINITIONS

The capitalised terms in these General Terms and Conditions (both in the singular and plural) are defined as follows:

- **1.1 Account:** the personal account as well as any additional subaccounts that Rinkel creates and makes available to the User for the use of the Service.
- **1.2 Services:** any services that Rinkel provides to the User under the Agreement, including the online accessibility platform available on the Website.
- **1.3 Rinkel:** Rinkel, a private limited liability company based in Rotterdam, The Netherlands, and registered with the Chamber of Commerce under number 68947232.
- **1.4 Intellectual Property Rights:** all intellectual property and associated rights, including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, related rights, patent rights, as well as rights to know-how.

- 1.5 My Rinkel: the online account environment, accessible via my.rinkel.com which, where possible, allows the User to configure the Services offered and to view any relevant information.
- 1.6 User: the natural person or legal entity acting in the exercise of a profession or business with whom Rinkel has concluded an Agreement.
- 1.7 Agreement: any agreement between Rinkel and the User on the basis of which Rinkel provides Services to the User, with these General Terms and Conditions forming an integral part of it.
- 1.8 Party/Parties: the parties to the Agreement, i.e. Rinkel and/or the User, individually or collectively.
- 1.9 Website: the website <https://www.rinkel.com/> and any subdomains.

ARTICLE 2. CONCLUSION AND PERFORMANCE

- 2.1 These General Terms and Conditions apply to all Services provided by Rinkel and to the Agreement thus concluded between the Parties.
- 2.2 The applicability of any purchasing terms or other terms and conditions used by the User is expressly excluded.
- 2.3 The User must create an Account on the Website in order to access the Service. The Agreement with the User is concluded once the User has created an Account.
- 2.4 For other Services, Rinkel can issue a quotation without obligation upon request. In that case, the Agreement with the User will take effect after Rinkel has confirmed in writing the User's acceptance of the quotation.

- 2.5 Rinkel may offer the User the option to try the Service for 7 days free of charge and without obligation. In other words, the User will not be required to pay for the use of the Service for these seven days. The Service will be terminated automatically after these seven days or after the User has used up the complimentary call bundle, as the case may be.
- 2.6 After these seven days, the User is free to choose a paid subscription in My Rinkel if they want to continue using the Service after these 7 days. By accepting the offer on the Website, the User enters into a monthly payment obligation and accepts the obligations and arrangements set out in these General Terms and Conditions.

ARTICLE 3. SERVICE PROVISION

- 3.1 After the Agreement is concluded, Rinkel will endeavour to provide the Services in accordance with the Agreement as soon as possible. Dates and periods specified by Rinkel are indicative and do not constitute deadlines.
- 3.2 The User will support Rinkel to the extent necessary and desirable to enable it to deliver the Services properly and in a timely manner. In any event, the User will:
 - (i) provide all data and other information which Rinkel indicates it needs or which the User should reasonably understand is needed for delivery of the Services; and
 - (ii) provide Rinkel with access to all locations, equipment, services and accounts controlled by it if and to the extent that this is necessary for delivery of the Services.

- 3.3 Rinkel will to the extent possible consider any reasonable requests from the User as regards performance of the Agreement, but it is not obliged to comply with them. Rinkel may charge a fee for carrying out any such requests.
- 3.4 Rinkel has the right to engage third parties for the purpose of performing the Agreement. Any associated costs will only be payable by the User if this has been agreed in advance.

ARTICLE 4. RULES FOR USE

- 4.1 In order to use the Service(s), the User needs an Account.
- 4.2 The User must protect the Account(s) from unauthorised access by means of a user name and password, and possibly a second authentication factor. In particular, the password must be kept strictly confidential. Rinkel may assume that all activities undertaken through the User's Account are undertaken under the direction and supervision of the User.
- 4.3 Using the Services in violation of these General Terms and Conditions or applicable laws and regulations is prohibited. In addition, it is expressly not permitted to use the Services in a manner that may cause any nuisance or harm to Rinkel or a third party.
- 4.4 If Rinkel finds that a User is violating these General Terms and Conditions or the law, or receives a complaint in this regard, Rinkel may intervene to terminate the violation. Rinkel will then block access to the relevant Service(s).
- 4.5 If, in Rinkel's opinion, any nuisance, harm or other danger threatens to affect the operation of Rinkel's or a third party's computer systems or network

and/or the online provision of services, for example through reaching set limits, excessive sending of emails or other data, personal data breaches or activities of viruses, trojans and similar software, Rinkel is entitled to take all measures it reasonably considers necessary to avert or prevent such threat. These measures include but are not limited to suspension of the Services and termination of the Agreement.

- 4.6 The User is obliged to comply with all reasonable instructions from Rinkel regarding use of the Services.
- 4.7 The User must indemnify Rinkel against all third-party claims relating to any loss or harm resulting from a breach of the rules set out in this article.
- 4.8 Rinkel may set a limit on the number of call minutes which the User may or actually can use through the Service. If the Parties have not made additional arrangements in this regard, a limit will apply on the basis of fair use. This means that the limit on call minutes is 3x average use.
- 4.9 If the User exceeds a usage limit, Rinkel will send the User an automated notification.
- 4.10 If the User uses more than is permitted under the Agreement, Rinkel will be entitled to charge an additional amount in arrears in accordance with Rinkel's applicable call rates or to block access to the Service.
- 4.11 Rinkel will not be liable if the Service is not accessible or does not operate properly when the applicable usage limits are exceeded.

ARTICLE 5. PAYMENT

- 5.1 The amounts due are shown in My Rinkel. The description of the Service and the payment obligations shown in My Rinkel and on the Website are binding.
- 5.2 The User's payment obligations consist of both fixed periodic (e.g. monthly or annual) and variable costs, the latter being for the actual use of the Service. Both fixed and variable costs are shown in My Rinkel.
- 5.3 Rinkel will send an invoice for all amounts due and may do so in advance and electronically. If the User objects to the invoice, this will not suspend their payment obligation.
- 5.4 All invoices are subject to a payment period of 14 days, unless the invoice states a different payment period or a different period has been agreed in writing.
- 5.5 Rinkel understands that the Services offered may be an important part of the User's business operations. However, if the User fails to meet its financial obligations, Rinkel is entitled to terminate the Service in accordance with the following paragraph.
- 5.6 Disconnection procedure:
 - i) If full payment is not made after 14 days, Rinkel will send a payment reminder by email/text message. This will be deemed to be a notice of default and the User will be in default if payment is still not made within seven days after the date of that notice. The Service will continue to operate.
 - ii) If full payment is still not made after 21 days, Rinkel will send an additional payment reminder by email/text message, notifying the User that charges will be added at the next reminder. The Service will continue to operate.

- (iii) If full payment is still not made after 28 days, Rinkel will send a demand letter by email/text message and charge a EUR 15 administration fee. The Service will continue to operate.
- iv) If full payment is still not made after 42 days, Rinkel will send a demand letter by email/text message and block outgoing calls. The Service will continue to operate for incoming calls and the User will have to pay a EUR 25 administration fee to lift the block on outgoing calls.
- (v) If full payment is still not made after 56 days, Rinkel will permanently disconnect the User and the Service(s) purchased. Rinkel will not be liable for any resulting harm or loss sustained by the User. In that case, in addition to the total amount due at that point, the User will also be obliged to pay all extrajudicial and judicial costs, including all fees incurred for lawyers and external experts.
- 5.7 If the User chooses direct debit and a payment is reversed three times in 6 months, Rinkel may refuse this payment method and impose additional payment conditions (such as prepayment or a specific payment method).
- 5.8 All amounts owed to Rinkel will be immediately due and payable if the User is declared bankrupt or insolvent, the User applies for or is granted a moratorium, the User discontinues its operations or its business is liquidated.
- 5.9 All prices quoted by Rinkel are in euro and exclusive of VAT and other government levies.
- 5.10 When working with monthly call bundles, and they are not used in the same month, what remains cannot be carried over to the next month.

- 5.11 Charges may be adjusted annually in accordance with the Consumer Price Index or any other index or benchmark agreed between the Parties. Any such adjustment will not entitle the User to terminate the Agreement. Rinkel may also adjust the charges if such adjustment arises from a change in prices charged by any of Rinkel's suppliers.
- 5.12 Rinkel may introduce new subscription models, replace existing subscription models, and/or restrict changes within existing subscription models.

ARTICLE 6. MODIFICATIONS AND IMPROVEMENTS

- 6.1 Rinkel may modify the Services to fix errors, add new features, or improve performance. The Parties may discuss such modifications in advance and the User may make suggestions, but the final decision on whether to implement any such modifications will be made by Rinkel.
- 6.2 If, in Rinkel's opinion, any modifications lead to a substantial change in functionality of the Services, Rinkel will endeavour to email the User in advance advising of such modifications.
- 6.3 Rinkel will endeavour to remedy any errors in the Services, but is partly dependent on its suppliers in this regard. Rinkel has the right not to instal certain updates or upgrades from suppliers

if, in its opinion, these will not benefit the operation of the Services.

- 6.4 If there is the possibility that implementing of modifications and improvements could restrict the availability of the Services, the work will be carried out at night to the extent possible. Emergency maintenance may be performed at any time and will not be announced in advance.

ARTICLE 7. HARDWARE AND OTHER SERVICES

- 7.1 If the User requests additional work or Services that fall outside the scope of the Agreement, the Parties will consult on this and Rinkel will prepare an additional quotation. Rinkel will only perform the additional work after the User has accepted the quotation.
- 7.2 If and to the extent that the Agreement provides for any delivery or transfer of hardware, all goods delivered will in principle remain Rinkel's property. If the Parties agree that ownership of the goods delivered is to be transferred to the User, such transfer will only be effected when Rinkel has received the full amount agreed.

ARTICLE 8. TELEPHONE NUMBERS

- 8.1 The User must have a telephone number in order for the Service(s) to operate. The User can request telephone numbers and move them to or from Rinkel.

- 8.2 Applying for and using a telephone number is subject to applicable laws and regulations in the country in which the telephone number is issued. Those laws and regulations are subject to amendment and interpretation by the competent authorities. Although Rinkel will make every effort to ensure that the application process and assignment of a telephone number are in compliance with such laws and regulations, and to provide the User with all the necessary information, Rinkel cannot guarantee that an application for a telephone number will always be accepted or a telephone number will always remain available. The User is responsible for obtaining sufficient information about the use of the telephone number in the countries concerned and about the applicable laws and regulations.
- 8.3 A number provided by Rinkel can only be transferred free of charge if there are no outstanding invoices.
- 8.4 Rinkel will use its best efforts to ensure that any transfer to and from Rinkel runs smoothly, but is dependent for this on various parties over whom Rinkel has no control. Rinkel will not be liable for any resulting loss or harm (e.g. an alarm system that is out of service, charges for terminating existing subscriptions, or other costs and situations).
- 8.5 The User is fully responsible for the use of the telephone number and for compliance with the applicable laws and regulations. The User indemnifies Rinkel against and hold it harmless for any claims by third parties, including regulatory authorities.

ARTICLE 9. INTELLECTUAL PROPERTY

- 9.1 The Service(s), the associated software and all information and images in the Service are the Intellectual Property of Rinkel or its licensors. They may not be copied or used in any manner whatsoever without separate permission from Rinkel, except where permitted by law.
- 9.2 The User will be granted a non-exclusive and non-transferable right to use the Service for the duration of the Agreement.
- 9.3 Information that the User stores or processes through the Service is and continues to be the User's property. Rinkel has a limited right to use this information for the Service and for reporting, benchmarking and statistical and analytical purposes, including any future aspects of them. The User may revoke this right of use by terminating the Agreement.
- 9.4 If the User sends information to Rinkel, for example feedback about an error or a suggestion for improvement, the User grants Rinkel an unlimited and perpetual right to use this information for the Service.
- 9.5 Rinkel will not access any data that the User stores and/or distributes through the Service unless it uses it for the provision of services, including other and future services, or Rinkel is required to do so by law or court order. In the latter case, Rinkel will take every effort within its power to restrict access to such data.

ARTICLE 10. SUPPORT AND AVAILABILITY

- 10.1 Rinkel will provide a reasonable level of support to the User as regards questions about the use and management of the Services and any associated technical problems. The helpdesk's opening hours and contact channels are listed on the Website.

- 10.2 Rinkel endeavours to handle helpdesk requests within a reasonable period. The time required to resolve any issues reported may vary.
- 10.3 Rinkel endeavours to keep the Services online as much as possible but cannot guarantee uninterrupted availability if this has not been agreed in a service level agreement.
- 10.4 If, in Rinkel's opinion, the operation of Rinkel's or any third party's computer systems or network is at risk of being affected by, for example, a DoS/DDoS attack or malware activities, Rinkel may take all such measures as it reasonably considers necessary to avert such risk and limit or prevent any damage. This may result in limited availability.

ARTICLE 11. SECURITY AND PRIVACY

- 11.1 Rinkel will make every effort to secure the Services against improper use or unauthorised access to the User's data.
- 11.2 In performing the Agreement, Rinkel may process personal data for the benefit of the User, in which case the User will be considered to be the controller and Rinkel the processor. If personal data is processed, the Parties may enter into a data processing agreement setting out arrangements on the processing and security of that data. The terms used above have the meanings attached to them by the applicable privacy legislation.
- 11.3 The User guarantees that any disclosure of personal and other data to Rinkel is lawful and that the processing of such

data in accordance with the Agreement is not in breach of any applicable privacy laws or regulations.

- 11.4 The Parties will treat as confidential all information which they disclose to each other before, during or after performance of the Agreement or which they process in the Service if that information is marked as confidential or the Parties ought reasonably to assume that it is confidential. The Parties will also impose this obligation on their employees and on any third party engaged by them for the purpose of performing the Agreement.

ARTICLE 12. LIABILITY AND FORCE MAJEURE

- 12.1 Rinkel's liability for any loss or harm is limited to the insurance payment made to Rinkel any particular instance. If no insurance payment is made, liability per event (whereby a series of successive events will be considered as a single event) will be limited to the amount paid by the User under the Agreement in the 3 months prior to the loss or harm in question.
- 12.2 Rinkel is only liable for loss or harm directly resulting from an attributable breach of the Agreement. Rinkel is not liable for any other type of loss or harm. Direct loss or harm means solely:
 - (i) damage caused directly to tangible items;
 - (ii) reasonable and demonstrable costs incurred by the User in getting Rinkel to properly perform the Agreement unless Rinkel cannot be held responsible for its defective performance;

- (iii) reasonable costs incurred for establishing the cause and extent of the direct loss or harm;
- (iv) reasonable and demonstrable costs incurred by the User in preventing or limiting any direct loss or harm, provided that the User demonstrates that such costs have actually mitigated such direct harm or loss; and
- (v) reasonable and demonstrable costs incurred for having the Agreement performed by a third party if Rinkel – after receiving a demand letter from the User – continues to fail to properly perform its obligations within the reasonable period specified in that letter.
- 12.3 Any limitation or exclusion of liability as provided for in the Agreement does not apply if the loss or harm has resulted from:
 - (i) an intentional act or omission or wilful recklessness on the part of Rinkel's management; or
 - (ii) death or bodily injury.
- 12.4 Rinkel will only be liable for a breach of the Agreement if the User duly sends Rinkel a written notice of default without delay, but in any case within 30 days of discovering the breach, allowing Rinkel a reasonable period to remedying the breach, and Rinkel continues to fail to perform its obligations even after that period. The notice of default must give as detailed a description of the breach as possible to enable Rinkel to respond effectively.

ARTICLE 13. FORCE MAJEURE

- 13.1 Rinkel cannot be required to perform its obligations under the Agreement if it is prevented from doing so by

force majeure. Rinkel is not liable for any loss or harm resulting from force majeure.

- 13.2 Force majeure includes in any case power failures, internet failures, breakdowns in the telecommunications infrastructure, network attacks (including DoS/DdoS attacks), attacks by malware or other malicious software, and situations where for any reason Rinkel's suppliers prevent Rinkel from performing its obligations.

ARTICLE 14. AMENDMENTS TO TERMS AND CONDITIONS

- 14.1 Rinkel may amend these General Terms Conditions at any time.
- 14.2 Rinkel will endeavour to announce any such amendment or addition at least thirty days before they take effect by sending an email to the User.
- 14.3 If the User does not wish to accept an amendment or addition, they may give notice to terminate the Agreement before the amendment or addition takes effect. Use of the Services after the effective date will constitute acceptance of the amended or supplemented terms and conditions.
- 14.4 Both Parties will fully cooperate with any amendments or additions to these General Terms and Conditions necessitated by new or amended legislation. Rinkel may make such amendments without giving notice and without the User having the option to terminate the Agreement.
- 14.5 The procedure set out in this article does not apply to minor amendments. Rinkel may make such amendments without giving notice and without the User having the option to terminate the Agreement.

ARTICLE 15. TERM AND TERMINATION

- 15.1 The Agreement specifies the term of the Service provision. If the Agreement does not do so, it will be deemed to have been entered into for one (1) month from the time the Service is purchased and, every month, it will be automatically renewed for one more month unless the Parties have agreed a different term.
- 15.2 If the Agreement is entered into for one (1) month, Rinkel and the User may always terminate it with effect from the next renewal date after the first month ends. The Agreement may be terminated either by email or through My Rinkel.
- 15.3 If the Agreement is entered into for an initial term of twelve (12) months, it will be renewed for an indefinite period after that term ends. The Agreement may not be terminated during the initial term of twelve (12) months. After this term ends, Rinkel and the User may terminate the Agreement at any time subject to one (1) month's notice. The Agreement may be terminated either by email or through My Rinkel.
- 15.4 Rinkel may suspend or terminate the Agreement with immediate effect, in writing, without any notice of default being required, if the User defaults on any material obligation under the Agreement.
- 15.5 Rinkel may suspend or terminate the Agreement with immediate effect, in writing, without any notice of default being required, if the User has been declared bankrupt or insolvent, or if the User applies for or is granted a suspension of payments, or if the User's activities are terminated, or if the User's business is liquidated.
- 15.6 If Rinkel suspends performance of the Agreement, it will retain its claims under it as well as under the applicable laws and regulations.
- 15.7 If the Agreement is terminated, Rinkel's claims against the User will be immediately due and payable (irrespective of the reason for termination).
- 15.8 If the Agreement is terminated by Rinkel, the User will still be liable for any amounts already invoiced and there will be no obligation to cancel them.

ARTICLE 16. FINAL PROVISIONS

- 16.1 This Agreement is governed solely by Dutch law.
- 16.2 Unless mandatory rules of law prescribe otherwise, all disputes between the Parties relating to the Agreement will be submitted to the competent Dutch court in the judicial district where Rinkel is located.
- 16.3 Rinkel is entitled to transfer its rights and obligations arising from the Agreement to a third party acquiring Rinkel or its business activities.
- 16.4 The User must notify Rinkel without delay of any change in name, postal, email or other address, telephone number or other information and data relevant to the performance of the Agreement. The User bears the responsibility to enter such changes in My Rinkel.
- 16.5 Any paper or electronic communication or information received or stored by Rinkel will be deemed to be the authentic version of it unless the User provides any evidence to the contrary.
- 16.6 If any of the provisions in Agreement prove to be void or invalid, this will not affect the validity of the Agreement as a whole. In that case, the parties will adopt one or more new provisions to replace the invalid one(s), keeping as close to the spirit of the original provisions as is legally possible.

