

PLAYMAX GENERAL TERMS & CONDITIONS

Article 1 – Definitions

In these general terms and conditions, the following terms shall have the meaning as defined below:

General terms and conditions: the provisions set forth in this document

Content: the photos, videos, and audio clips provided by Playmax to the User, or uploaded by the User, displayed within the Application

Service: the subscription granting the right of use of the Application as further described in the Agreement

User: the natural or legal person granted access to the Application pursuant to the Agreement

Agreement: the quote signed by both parties, including appendices and General Terms and Conditions

Parties: User and Playmax

Playmax: the private limited company Playmax B.V., located and registered in Haarlem, registered with the Chamber of Commerce under number 70165386

Application: the software application developed by Playmax

Article 2 – Quote and Agreement

2.1 All offers are non-binding unless otherwise stated in writing.

2.2 The Agreement is concluded upon its signing by the Parties. If either Party refuses to sign, the Agreement shall not come into effect. The refusing Party shall not be liable to the other Party.

Article 3 – Service

3.1 The Service is available as of the date specified by Playmax.

3.2 The User is responsible for having adequate equipment and an internet connection with sufficient capacity for using the Application.

3.3 Playmax shall not be liable for delays and disruptions in the Service resulting from defects or other issues with the equipment mentioned in Article 3.2.

3.4 Playmax is authorized to release updates for the Application if deemed necessary. Articles 3.2 and 3.3 shall apply mutatis mutandis to the updates.

Article 4 – Preparatory Actions

- 4.1 If Playmax needs to carry out preparatory actions for the Service at locations where the User is the rightful owner, the User shall ensure all necessary permissions for accessing the relevant locations.
- 4.2 Preparatory actions referred to in Article 4.1 include at least, but are not limited to, scanning the mentioned locations and recording footage.
- 4.3 Playmax shall not be liable for any damages to the locations referred to in Article 4.1.

Article 5 – Suspension of service

- 5.1 Playmax is entitled to suspend the Service in whole or in part if the User fails to fulfil or partially fulfil the obligations under the Agreement, unless force majeure as defined in Article 9.2 occurs.
- 5.2 Playmax shall only proceed with suspension as mentioned in Article 5.1 if the User fails to resume obligations within one week after being notified of default.
- 5.3 During the suspension mentioned in Article 5.1, the User is still obligated to fulfil their obligations.

Article 6 – Copyright

- 6.1 The copyright to the Application remains with Playmax at all times. Making copies of the Application by the User is not permitted without Playmax's consent.
- 6.2 When uploading Content for the Application, regardless of whether the upload is done through the Application or through another method indicated by Playmax, the User shall not infringe the Copyright Act or other national, supranational, or international copyright laws and regulations.
- 6.3 The User indemnifies Playmax against actions by third parties resulting from the acts mentioned in Article 6.2.

Article 7 – Costs and Payment

- 7.1 The costs mentioned in the Agreement are based on the Service.
- 7.2 If the User wishes to modify the Service after the conclusion of the Agreement, the Parties shall agree on a price adjustment. If the Parties fail to reach an agreement on a price adjustment, the Agreement shall continue unless one of the Parties exercises the right to terminate as provided in Article 12.4.
- 7.3 The payment obligation for the Service arises from the date specified in Article 3.1. Delays in the use of the Application do not suspend the payment obligation unless the delay is attributable to Playmax.
- 7.4 If the Parties have agreed on a monthly price, payment for the first month shall be made before the start of the respective month.
- 7.5 Playmax is entitled to annually adjust the price as mentioned in Article 7.4 based on the Consumer Price Index for category 091330 Software between the commencement date of the Agreement and the date of the price adjustment.

- 7.6 Payment may, if agreed upon by the Parties and specified in the Agreement, be made by direct debit. The User shall ensure that there are sufficient funds available in the bank or giro account known to Playmax for the payment to be debited.
- 7.7 If payment is not made in a timely manner, the User shall be in default from the day following the expiration of the payment term without further notice. Playmax is entitled to charge statutory (commercial) interest from the expiration of the payment term.
- 7.8 In all cases where Playmax issues a demand, a notice of default, or a writ to the User, the User shall be obliged to pay all reasonable costs incurred by Playmax, both in and out of court. The reasonable costs are predetermined between the Parties to be calculated at a rate of 15% of the principal amount, with a maximum of €15,000. Article 6:96, paragraphs four and six of the Dutch Civil Code, including the reference to the maximum amount of damages payable for extrajudicial costs, do not apply between the Parties.
- 7.9 Upon termination of the Agreement as provided in Article 12.4, Playmax shall refund prepaid terms within 30 days after termination to the bank account known to Playmax.

Article 8 – Liability

- 8.1 Playmax's liability is limited to the reimbursement of direct damages up to the amount that the Buyer or User owes Playmax based on the Agreement.
- 8.2 Direct damages shall not include consequential damages, immaterial damages, lost profits, savings, damages due to business interruption, and damages resulting from improper or unskilled use of the Application.
- 8.3 The User indemnifies Playmax from all claims by third parties related to (legal) acts arising from the Agreement.
- 8.4 Any liability under the preceding articles shall expire if Playmax has not been notified of the damage by the User within one month after the User became aware of the damage, by registered letter or bailiff's writ, and has not been given a reasonable period of at least six weeks to remedy the damage.

Article 9 – Force Majeure

- 9.1 In the event of force majeure, Playmax is entitled to suspend the Service. Playmax shall inform the User about this as soon as possible.
- 9.2 Force majeure includes, but is not limited to, disruptions or failures of the internet, the telecommunications infrastructure, or the power supply, (distributed) denial-of-service attacks, extreme weather conditions, lightning strikes, fire, floods, domestic unrest, mobilization, war, terrorism, transport disruptions, strikes, business disruptions, supply chain disruptions, as well as import and export restrictions.

Article 10 – Warranties

- 10.1 Playmax warrants that the Application, as well as any hardware provided or supplied by Playmax, comply with the Agreement and the legal provisions in force at the time of the conclusion of the Agreement.

- 10.2 The warranty period for the Service corresponds to the agreed duration of the Agreement. Playmax is not responsible for the ultimate suitability of the Application or any hardware provided or supplied by Playmax for any individual use by the Buyer or the User, nor for any advice from third parties regarding the use or application of the Application or any hardware provided.
- 10.3 Defects or incorrectly delivered products must be reported to Playmax within four weeks of delivery to the User via the User's known email address. Playmax will process the notification within one week of receipt. Products must be returned in their original packaging and in new condition.
- 10.4 Warranty is voided when:
- the Application and/or the supplied hardware has been repaired or altered by the User, or by third parties on behalf of the User;
 - the claim is a result of careless use by the User.

Article 11 –Ownership

- 11.1 Unless otherwise agreed, all goods provided by Playmax in the context of the Service remain the property of Playmax.
- 11.2 The User shall compensate Playmax for any damage to the properties of Playmax provided for the provision of the Service.

Article 12 – Term and Termination

- 12.1 Unless otherwise agreed, the term of the Agreement for the Service is a minimum of 24 months. If the User is a natural person not acting in the course of a profession or business, the term of the Agreement shall be a maximum of 12 months.
- 12.2 Unless the Customer terminates the Agreement in writing before the expiration of the current term in accordance with the notice period as specified in Article 12.6 and 12.7, the Agreement shall automatically be renewed for successive terms as defined in Article 12.1 (each a "Renewal Period") on the same terms and at the then-current rates.
- 12.3 The Service shall terminate automatically on the last day of the term specified in the Agreement if an end date is specified in the Agreement.
- 12.4 Intermediate termination of the Service Agreement is only possible in the following situations:
- suspension as referred to in Article 5.1, provided that it lasts for at least six weeks continuously;
 - infringement of the copyright to the Application, without prejudice to Playmax's right to claim damages for this infringement;
 - failure to pay the agreed price for at least three months;
 - force majeure as defined in Article 9.2, provided that it lasts for at least six weeks continuously;
 - suspension of payments or bankruptcy of one of the Parties;
 - other culpable failure by one or both Parties, provided that the Party wishing to terminate has given notice to the other Party and the latter continues to default, unless the default, considering principles of reasonableness and fairness, does not justify termination;
 - Parties fail to reach an agreement on adjustment of the Service as referred to in Article 7.2..

- 12.5 Intermediate termination as referred to in Article 12.4 shall be done by means of termination by registered letter or bailiff's writ. The termination shall specify the grounds for the intermediate termination.
- 12.6 If the User is a natural person not acting in the course of a profession or business, the notice period is one month after the first silent renewal, and the Agreement ends after the end of the notice period.
- 12.7 If the User is not a natural person, the notice period is two months, and the Agreement ends upon the next renewal.
- 12.8 If the User is not a natural person and the Agreement is terminated within six months after its conclusion in the manner specified in Article 12.4, Playmax is entitled to charge the User for the development costs incurred.

Article 13 – Referral Fee on Software License Subscription

- 13.1 When an existing Customer or a Party being a company, legal entity, or other business entity ("Referrer") refers a new Customer ("Referred Customer") for a software license subscription provided by Playmax, the Referrer is entitled to a referral fee based on the subscription fees of the Referred Customer at the then-current percentage specified by Playmax of the subscription fees.
- 13.2 The referral fee is calculated based on the subscription fees of the Referred Customer during the initial subscription period and each subsequent Renewal Period as defined in Article 12.2.
- 13.3 Extra licenses acquired by the Referred Customer without the involvement of the Referrer are excluded from the calculation of the referral fee for the Referrer.
- 13.4 The referral fee is only granted after the Referred Customer has made the required payments and the subscription of the Referred Customer has actually commenced.
- 13.5 The referral fee shall be paid out to the Referrer upon receipt of the payments from the Referred Customer for the relevant subscription period and receipt of the invoice from the Referrer for the relevant referral fee.
- 13.6 In cases where the Referrer has outstanding debts with Playmax, Playmax reserves the right to set off the referral fee as specified in Article 13.1 against the outstanding debts of the Referrer.
- 13.7 Playmax reserves the right to change the referral fee and terms with reasonable notice to the Referrer.

Article 14 – Applicable Law and Jurisdiction

- 14.1 Dutch law shall apply to the Agreement and the agreements concluded in execution of the Agreement.
- 14.2 All disputes relating to the Agreement or agreements concluded in execution of the Agreement shall be exclusively submitted to the competent court in the North Holland district, location Haarlem.