

## Additional Terms and Conditions Optimizers App4Sales

### Article 1 General

**1.1** These Additional Terms and Conditions of Optimizers B.V. (hereinafter referred to as 'Optimizers') apply to the 'App4Sales-platform' Service, hereinafter referred to as the 'Service'.

**1.2** Optimizers offers the User of App4Sales, hereinafter referred to as the 'User', the opportunity to save digital data up to a capacity of 13 gigabytes and to share this data with third parties.

**1.3** These Additional Terms and Conditions of Optimizers App4Sales apply in addition and in deviation of the licence and maintenance agreement of Optimizers. In the event of any conflicting information, these Additional Terms and Conditions apply.

**1.4** By using the Service, the User agrees to these terms and conditions.

**1.5** The use of the Service requires compatible equipment, access to the Internet (Wi-Fi or 3G/4G mobile network) and certain software (for which costs are possibly invoiced). It is also possible for software updates to be required from time to time. The performance of all these factors can influence the use of the Service.

### Article 2 Duration and termination of the Service

**2.1** The duration of the agreement for the Service commences on the day the User activated the Service. The duration of the license and maintenance agreement is for an indefinite period of time. The duration of the agreement for the Optimizers App4Sales continues for as long as the Services are engaged, or is at least equal to the duration of the licence and maintenance agreement.

**2.2** Optimizers exclusively retains the right to invoice higher costs at any time for the use of the Services. Optimizers will take into account the reasonable interests of the User in this respect. The changes in costs will commence at least one month after having been notified in writing or electronically by Optimizers before taking effect.

**2.3** The Service is terminated by Optimizers after prior notification by email to the email address linked to the account, if the User requests Optimizers to terminate the Service or when Optimizers considers that undesired circumstances are involved, such as payment in arrears, fraud or a nuisance. Directly after the Agreement, the User cannot access the Service anymore.

### Article 3 Obligations User, data ownership and intellectual property rights.

**3.1** The User is the owner of the placed data. Optimizers is not obligated to actively inspect the content of the data and/or information placed by the User to detect any unlawfulness. Optimizers also has no claim on the rights or titles on the content on the basis of the single fact that this data is placed in the Optimizers Cloud.

**3.2** The User is not permitted to act contrary to the law, principles of morality and public order when using the Service. These activities include, but are not limited to:

- a) violating intellectual and industrial property rights in the broadest sense of the word, whereby all the intellectual property rights are and remain the exclusive property of Optimizers and the User cannot change, remove or make unrecognisable any indication of the intellectual property rights of Optimizers, nor will the User use or register any brand, design or domain name of Optimizers and any similar name or sign;
- b) abusing the service or the Internet by way of stalking, threatening, harassing or infringing the rights of third parties in any other way;
- c) intentionally spreading a computer virus, spamming, spreading malware or abusing the Service for the distribution of malware;
- d) hacking: intentionally entering a computer system or a part thereof against the will of the owner or the manager without permission or to make an attempt thereto or testing the system on weaknesses or (making an attempt to) avoid or change the safety and/or authentication measures;
- e) using or sending falsified identifying information, including 'spoofing' or 'phishing';
- f) the unauthorised offering of products or services of third parties.

**3.3** Optimizers retains the right in cases stated in 3.2 or similar cases to suspend the access to the Service and/or stop it permanently and/or to 'freeze' the stored data at any moment and without prior notice thereof, whether or not pending legal investigations.

**3.4** Optimizers is, in the cases referred to in 3.2 and 3.3 and similar cases not liable in respect of the User and

third parties for any material or immaterial damage.

**3.5** The User indemnifies Optimizers against claims of third parties in respect of the use of the Service and the content the User has stored there.

**3.6** If Optimizers declares that if a situation as described in article. 3.3 arises, then Optimizers is entitled to invoice the User the costs related thereto as well as the costs related to the removing of any blocking of access to the Service.

**3.7** The Service is intended for commercial use.

**3.8** The User is responsible for safeguarding the password it uses to gain access to this Service. The User is also responsible for any activities conducted via the Optimizers Cloud account, regardless of whether the User gave its permission thereto or not. The User must inform Optimizers immediately in the event of an unlawful use of the Optimizers Cloud-account the User.

#### **Article 4 Availability**

**4.1** Optimizers strives to make the Service available 24 hours a day, 7 days a week and strives to achieve the highest level of quality and availability of the Service possible. However, Optimizers cannot guarantee that the Service will function at all times without limitations or disruptions. For example, Optimizers does not guarantee that the content the User saves or opens via the Service is protected against unintentional damage, corruption, loss or destruction, or against removal pursuant to these Terms and Conditions. If such an incident takes place, Optimizers accepts no responsibility or liability, unless it involves the intent or gross negligence of Optimizers. Users are solely responsible for protecting all the uploaded content. Optimizers is also not liable for the temporary unavailability of the Service. The Service will be provided 'as is'. Optimizers specifically does not guarantee that errors in the applicable software will be corrected and that the material that has been downloaded or obtained via the services, is of a good quality or is safe. It is the responsibility of the User to determine whether the services comply with the User's wishes by the information made available by Optimizers. This information can be incomplete and - insofar as this information is obtained from Optimizer's external suppliers - the information can also be incorrect.

**4.2** In addition to the safety measures taken by Optimizers with regard to its network situated in the Netherlands, the Service provides a safe storage means of data, which means that the data is protected against loss pursuant to the internationally accepted safety standard ISO 9001:2008 Tier encryption (AES 256), including the complaints procedure which forms part of it.

**4.3** By using the Service, the User agrees to Optimizers analysing, collecting, using, sending and processing data with regard to the account for statistical and analytical purposes.

**4.4** It is not permitted to reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) and the relevant software for any purpose.

**4.5** The Service can be adjusted as time goes by and as Optimizers develops and adds more functionalities. In the event of such changes related to new developments, Optimizers can change the Service at all times or suspend or stop the Service temporarily, if necessary.