



# GENERAL TERMS & CONDITIONS

Authic Labs B.V. is a company incorporated and existing under Dutch law, having its registered office at Singel 66-II, 1015 AC Amsterdam, and registered in the Trade Register of the Chamber of Commerce under number 85539600, hereinafter referred to as **"Authic"**.

The General Terms & Conditions exclusively apply to any agreement or other legal relationship between Authic and any third party in relation to the use of the Website, Services, or Dashboard of Authic. Access to and use of Authic's Website, Services, or Dashboard are conditional upon the acceptance and exclusive application of these General Terms & Conditions.

## Article 1 – Definitions

- **"Agreement"**: The agreement or other legal relationship, governed by and including these General Terms & Conditions, between Authic and the User regarding access to and use of Authic's Website, Services, or Dashboard.
- **"Dashboard"**: The web interface provided by Authic for the management of customer loyalty solutions.
- **"User"**: Any natural or legal person who enters into an Agreement with Authic and makes use of the Services provided by Authic.
- **"Services"**: All services, including any related products or deliverables, provided by Authic to the User or any third party, including but not limited to Authic's customer loyalty solutions platform.

## Article 2 – Applicability

2.1 These General Terms & Conditions apply to all offers, Agreements and legal relationships whereby Authic supplies Services of any kind to the User, even if these Services are not described in detail in these General Terms & Conditions.

2.2 By entering into an Agreement with Authic or by using the Services, the User unconditionally accepts the applicability of these General Terms & Conditions.

2.3 Deviations from these General Terms & Conditions are only valid if expressly agreed upon in writing by Authic and the User.

2.4 The applicability of any purchasing or other conditions of the User is expressly rejected.

2.5 In the event of a conflict between the provisions of these General Terms & Conditions and any Agreement, the provisions of the Agreement shall prevail.

## Article 3 – Services

3.1 Authic provides a platform that enables Users to build and manage customer loyalty programs and/or booking solutions through the Authic Dashboard.

3.2 Authic shall use commercially reasonable efforts to ensure the availability of the Services but does not guarantee uninterrupted or error-free operation.

3.3 Authic reserves the right to modify, suspend, or discontinue the Services (or any part thereof) at any time with or without notice. Authic shall not be liable to the User or any third party for any modification, suspension or discontinuation of the Services.

3.4 Authic may make changes or updates to the Services, including changes in functionality or features, to improve the Services or to comply with applicable laws and regulations without prior notice to the User.

3.5 The User acknowledges that Authic does not provide any legal, financial or tax advice. The User is responsible for complying with all applicable laws and regulations in their jurisdiction, including but not limited to tax obligations and data protection laws.

3.6 Authic grants the User a limited, non-exclusive, non-transferable, non-sublicensable, and personal license to access and use the Services strictly in accordance with the Agreement and these General Terms & Conditions.

## **Article 4 – Fees and Payment**

4.1 The User shall pay Authic the fees as agreed upon in the Agreement. Fees are exclusive of VAT and other government levies unless stated otherwise.

4.2 Authic charges a monthly or yearly fee for the use of its Services. Additional services or features may be subject to separate fees as agreed upon in writing.

4.3 Authic reserves the right to index the fees annually on the 1st of January in accordance with the most recent consumer price index (CPI) as published by the Dutch Central Bureau of Statistics (*Centraal Bureau voor de Statistiek, CBS*), plus an additional 3%. Any such indexation shall be communicated to the User in advance.

4.4 Invoices are payable within fourteen (14) days from the invoice date, without any deduction, suspension or setoff.

4.5 If the User fails to pay any amount due within the payment term, the User shall be in default by operation of law, and Authic shall be entitled to charge statutory commercial interest (*wettelijke handelsrente*) on the outstanding amount from the due date until the date of full payment.

4.6 All costs incurred by Authic in connection with the collection of overdue payments, including judicial and extrajudicial collection costs, shall be borne by the User. Extrajudicial collection costs are calculated in accordance with the Dutch Extrajudicial Collection Costs Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*).

4.7 Authic reserves the right to suspend or terminate the User's access to the Services in case of non-payment after a written notice of default and a remedy period of seven (7) days.



4.8 The User agrees that all fees, taxes and other charges are non-refundable, except as required by applicable law.

## **Article 5 – Intellectual Property Rights**

5.1 All intellectual property rights, including but not limited to copyrights, trademarks, trade secrets, and patents, relating to the Services and the platform, as well as all materials developed or provided by Authic under the Agreement, are and shall remain the exclusive property of Authic or its licensors.

5.2 The User is granted a non-exclusive, non-transferable, non-sublicensable license to use the Services solely for its internal business purposes and in accordance with the Agreement and these General Terms & Conditions.

5.3 The User shall not:

- a. Copy, reproduce, modify, adapt, translate, or create derivative works based on the Services;
- b. Disassemble, decompile, reverse-engineer, or attempt to discover any source code or underlying ideas or algorithms of the Services;
- c. Rent, lease, sell, assign, or otherwise transfer rights in or to the Services;
- d. Remove any proprietary notices or labels from the Services;
- e. Use any of Authic's trademarks, logos, or other proprietary information without prior written consent.

5.4 The User acknowledges that any unauthorized use of the intellectual property rights of Authic constitutes a breach of the Agreement and may result in immediate termination of the Agreement and legal action, including injunctive relief without the need to prove actual damages.

5.5 The User retains all rights to data uploaded or entered into the platform by the User. Authic shall have the right to use such data in aggregated and anonymized form for improving the Services or for other legitimate business purposes, in compliance with applicable data protection laws.

## **Article 6 – User Representations and Warranties**

6.1 The User represents and warrants that:

- a. They have the full power and authority to enter into and perform the Agreement;
- b. Their use of the Services will not violate any applicable laws or regulations;
- c. All information provided to Authic is accurate, complete, and up-to-date;
- d. they have obtained all necessary consents and permissions for the processing of personal data and other data through the Services.

6.2 The User acknowledges that they have not relied on any representations, statements, or warranties other than those expressly set out in the Agreement.



## **Article 7 – User Obligations and Conduct**

### 7.1 The User shall:

- a. Provide accurate, current and complete information as required for the performance of the Agreement;
- b. Comply with all applicable laws, regulations and industry standards in connection with the use of the Services;
- c. Use the Services solely for legitimate business purposes and in accordance with the Agreement, these General Terms & Conditions and any applicable Acceptable Use Policy.

### 7.2 The User shall not:

- a. Use the Services in any manner that infringes upon the rights of Authic or any third party;
- b. Introduce any viruses, worms, malware, or other harmful code into the Services;
- c. Attempt to gain unauthorized access to the Services or related systems or networks;
- d. Misuse or abuse the Services, including by exceeding usage limits or circumventing technical limitations;
- e. Use the Services to engage in any illegal or unauthorized activities, including but not limited to money laundering, terrorist financing, or activities that violate data protection laws, competition laws, or intellectual property laws;
- f. Use data collected from the Services for any direct marketing activities without compliance with applicable laws;
- g. Engage in any activity that disrupts or interferes with the Services or servers/networks connected to the Services.

7.3 Authic reserves the right to audit the User's use of the Services to ensure compliance with the Agreement, upon reasonable notice.

7.4 The User is responsible for maintaining the confidentiality and security of its login credentials and account information. Authic is not liable for any unauthorized access to the User's account.

## **Article 8 – Disclaimer of Warranties**

8.1 Authic provides the Services "as is" and "as available" without any warranties of any kind, express or implied.

8.2 Authic expressly disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising out of the course of dealing or usage of trade.

8.3 Authic does not warrant that:

- a. The Services will meet the User's requirements or expectations;
- b. The Services will be uninterrupted, timely, secure or error-free;



- c. Any information or results obtained through the Services will be accurate, complete or reliable;
- d. Any defects or errors in the Services will be corrected.

8.4 The User acknowledges that electronic communication and storage systems are not completely secure and Authic cannot guarantee the security of any information transmitted or stored using the Services.

## **Article 9 – Limitation of Liability**

9.1 Authic's total aggregate liability for any and all claims arising out of or in connection with the Agreement, whether in contract, tort, or otherwise, shall be limited to direct damages up to an amount equal to fifty percent (50%) of the fees (excluding VAT) paid by the User under the Agreement in the twelve (12) months preceding the event giving rise to the liability.

9.2 Authic shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to loss of profits, loss of revenue, loss of data, loss of business opportunities or damage to goodwill or reputation, even if Authic has been advised of the possibility of such damages.

9.3 Authic's liability for damages due to death or bodily injury or due to willful misconduct or gross negligence by Authic or its management is not excluded or limited.

9.4 Any claim for damages must be filed within six (6) months after the User becomes aware or should reasonably have become aware of the event giving rise to the claim. Claims filed after this period are time-barred.

## **Article 10 – Indemnification**

10.1 The User shall indemnify, defend, and hold harmless Authic, its affiliates, and their respective officers, directors, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with:

- a. The User's breach of the Agreement or these General Terms & Conditions;
- b. The User's violation of any applicable laws or regulations;
- c. Infringement of any rights of third parties, including intellectual property rights, by the User;
- d. The User's misuse of the Services.

10.2 Authic shall promptly notify the User of any such claim and shall reasonably cooperate with the User in the defense of the claim, at the User's expense.

## **Article 11 – Term and Termination**

11.1 The Agreement is entered into for an initial term as specified in the Agreement. After the initial term, the Agreement shall automatically renew for successive periods of one (1)



year unless terminated by either party with due observance of a notice period of three (3) months before the end of the initial term or any renewal term.

11.2 Authic may terminate the Agreement or suspend the Services at its sole discretion, with or without cause, by providing thirty (30) days' written notice to the User.

11.3 Either party may terminate the Agreement immediately in writing if the other party:

- a. Is declared bankrupt or enters into liquidation;
- b. Applies for a suspension of payments (*surseance van betaling*);
- c. Ceases its business operations;
- d. Commits a material breach of the Agreement or these General Terms & Conditions and fails to remedy such breach within fourteen (14) days after receiving written notice specifying the breach.

11.4 Upon termination of the Agreement for any reason:

- a. All licenses granted to the User under the Agreement shall immediately terminate;
- b. The User shall cease all use of the Services;
- c. Authic shall make available to the User, upon written request and at Authic's standard rates, any User data stored within the platform, provided that such request is made within thirty (30) days after termination.

11.5 Provisions of the Agreement that are intended to survive termination, including but not limited to confidentiality, intellectual property rights, limitation of liability, indemnification, and applicable law, shall remain in full force and effect after termination.

## **Article 12 – Amendments and Updates**

12.1 Authic reserves the right to amend or supplement these General Terms & Conditions at any time. Authic shall notify the User of any material changes at least thirty (30) days before the changes take effect.

12.2 If the User does not accept the proposed changes, the User may terminate the Agreement in writing before the date the changes take effect. Continued use of the Services after the effective date constitutes acceptance of the amended General Terms & Conditions.

## **Article 13 – Data Protection and Confidentiality**

13.1 Authic processes personal data in accordance with its Privacy Policy and applicable data protection laws, including the General Data Protection Regulation (GDPR).

13.2 If Authic processes personal data on behalf of the User, the parties shall enter into a Data Processing Agreement (Verwerkersovereenkomst) as required under Article 28 GDPR.

13.3 Each party shall keep confidential all confidential information received from the other party. Confidential information includes any information designated as such or that should reasonably be understood to be confidential.

13.4 The obligations of confidentiality do not apply to information that:

- a. Is or becomes publicly available without breach of any obligation of confidentiality;
- b. Was already lawfully in the possession of the receiving party before disclosure;
- c. Is lawfully obtained from a third party without breach of any obligation of confidentiality;
- d. Is independently developed by the receiving party without use of the confidential information.

13.5 In the event that disclosure of confidential information is required by law or a competent authority, the disclosing party shall, to the extent permitted, promptly notify the other party prior to such disclosure.

13.6 Authic owns any aggregated and anonymized data derived from the User's data and may use such data for improving the Services or for other legitimate business purposes.

## **Article 14 – Force Majeure**

14.1 Authic shall not be liable for any failure to perform its obligations under the Agreement if such failure results from circumstances beyond its reasonable control, including but not limited to natural disasters, war, terrorism, pandemics, governmental actions, labour disputes, internet outages, power failures or other events of force majeure.

14.2 In the event of force majeure, Authic shall be entitled to suspend its obligations under the Agreement for the duration of the force majeure event. If the force majeure event continues for more than sixty (60) days, either party may terminate the Agreement by giving written notice to the other party.

## **Article 15 – Dispute Resolution & Governing Law**

15.1 Any disputes arising out of or in connection with these General Terms & Conditions or the Agreement shall be resolved by the competent court in Amsterdam, the Netherlands.

15.2 These General Terms & Conditions and the Agreement are governed exclusively by the laws of the Netherlands.

## **Article 16 – Miscellaneous**

16.1 **Entire Agreement:** The Agreement, including these General Terms & Conditions and any annexes or attachments, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and communications.



16.2 **Severability:** If any provision of these General Terms & Conditions is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid provision that reflects the original intent and economic effect as closely as possible.

16.3 **Waiver:** The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision.

16.4 **Assignment:** The User may not assign or transfer any rights or obligations under the Agreement without the prior written consent of Authic. Authic may assign or transfer its rights and obligations under the Agreement to a third party without the User's consent.

17.5 **Notices:** All notices and other communications under the Agreement shall be in writing and shall be sent by registered mail, courier or email to the addresses specified in the Agreement or otherwise notified by the parties. Notices are deemed received upon delivery or, in the case of email, when the email enters the recipient's information system.