

# General Terms and Conditions of taxiID BV in Amsterdam (including t&c Use Software Licence)



TaxiID b.v. | Amsterdam | The Netherlands  
CoC no.: 52397297, VATno.: 187823662B01

## 1. GENERAL

### 1.1 Applicability

1.1.1 These General Terms and Conditions TaxiID (hereinafter referred to as the "GTC") are applicable to all offers and agreements and/or other legal relations between TaxiID and The principal.

1.1.2 TaxiID can change the GTC. The changed GTC shall be applicable, unless against possible changes, within 30 (thirty) days after the date of the change, an objection is made in writing.

1.1.3 Changes in, as well as additions to, the GTC and/or the agreements concluded between TaxiID and The principal, are only valid if they have been recorded in writing by TaxiID.

1.1.4 If, with the trade name that the Principal uses, several (legal) persons or enterprises are designated, then they shall be jointly and severally liable for the compliance with all obligations from the agreement concluded with TaxiID.

1.1.5 The headers above the articles of these GTC have solely as an objective to increase the legibility. The content and tenor of the article included under a certain header is not limited to that header.

### 1.2 Definitions

1.2.1 In the GTC, the following words and terms, among others, will be written with a capital letter. All of the following words and terms in the singular have the same meaning as in the plural and vice versa.

1.2.2 General Terms and Conditions Third Parties:  
Under General Terms and Conditions Third Parties (hereinafter referred to as the "GTC Third Parties") will be understood as the terms and conditions that are applicable to Third Party Products and Services.

1.2.3 Application Software:  
The application that offers functionality to users. This can be a (software) TaxiID Product, a (software) Third Party Product or software of Principal or a third party licensed to the Principal. The Partner Portal falls under Application Software.

1.2.4 As is:  
The features of the Product are not (fully) described and the Principal states to know the features of the Product sufficiently and/or to have tested it and to take-off the Product as it is offered. The Principal buys for his own benefit and risk, and the parties exclude any claim to have erred.

1.2.5 SaaS:  
(Software as a Service) encompasses the making available by TaxiID direct and/or indirect (by means of third parties) via Hosting of Application Software.

1.2.6 TaxiID:

TaxiID B.V. and its legal successors or an enterprise or partner affiliated with TaxiID B.V. that enters into the legal relation with Principal and has declared the GTC applicable.

1.2.7 TaxiID Products and Services:

All products and services provided by TaxiID, the facilities deriving therefrom and the activities related therewith that are not originating from third parties and of which possible intellectual property rights, industrial property rights and other rights belong to TaxiID.

1.2.8 Back-up:

Spare copies of digital data and/or files.

1.2.9 Datacentre:

A datacentre is a facility where servers can be connected to networks and then mostly to the Internet. A part of the Infrastructure lies in one or more Datacentres.

1.2.10 Third Party Infrastructure:

That part of the Infrastructure that is managed by a Third Party and/or delivered via TaxiID to the Principal and where the TaxiID in principle cannot exercise control. This is a Third Party Product and Service.

1.2.11 Third Party Products and Services:

All products and services provided by TaxiID, the facilities deriving therefrom and the activities related therewith that originate from a Third Party.

1.2.12 Documentation:

The further (functional) description of Products and Services that are delivered or provided to the Client.

1.2.13 Errors:

The reproducible non (fully) compliance of Products with the Documentation.

1.2.14 Hosting:

The offering, Maintenance of and providing access to web space for the storage of information, images, or Application software, on the TaxiID Infrastructure or Third Party Infrastructure which are located in Datacentres.

1.2.15 TaxiID Infrastructure:

That part of the Infrastructure that is managed by TaxiID in its Datacentre(s) and where TaxiID can exercise control over.

1.2.16 Infrastructure:

The collection of information- and communication technological facilities such as software and hardware inclusive of cabling that will be used for data processing and/or telephony. This can be TaxiID Infrastructure, Third Party Infrastructure, Principal Infrastructure, and Public Infrastructure

1.2.17 Identification data:

Log-in-name, passwords, address data and/or other codes.

1.2.18 Tailor-made work:

The result of Products and Services to be developed or developed in commission of the Principal.

1.2.19 Object Code:

The computer programming code mainly in binary format. The Object Code is directly executable after processing by a computer, but without reverse engineering, compilation or assembly.

**1.2.20** Principal:

Any person who requests and grants a commission for the delivery of Products and Services.

**1.2.21** Partner Portal:

The Principal, among others, can obtain information from the partner portal and support can be offered. The partner portal offers the Principal access to information, which is related to him such as address data, user licences and product overviews. On the partner portal, general information is available for the support of the use of products of TaxiID.

**1.2.22** Process Data:

The data inputted within the software-as-a-service by Principal and/or the data inputted by a Third Party.

**1.2.23** Products and/or Services:

All Products and Services by TaxiID provided TaxiID and/or Third Party Products and Services, the facilities deriving therefrom and the activities related therewith.

**1.2.24** Public Infrastructure:

That part of the Infrastructure that is managed and/or delivered by a Third Party and where TaxiID can exercise no control whatsoever over. The Internet falls hereunder.

**1.2.25** Workdays:

Normal Netherlands working hours (9.00-17.00 CET) and days (Monday to Friday) except national holidays.

**1.3** **Confirmation**

**1.3.1** Verbal promises, commissions or other expressions of whichever nature of employees of TaxiID are solely legally valid and binding if confirmed in writing by competent representatives of TaxiID.

**1.4** **Offers**

**1.4.1** All offers are non-binding, unless in the offer in writing they are explicitly stated differently.

**1.4.2** Offers are based on the data, information and/or wishes provided by the Principal in accordance with article 1.6.

**1.5** **Agreements**

**1.5.1** An agreement between TaxiID and the Principal for which no further tenor has been agreed has a tenor of 1 (one) year if the delivery concerns a Service, for which periodically an amount is brought into account. If this agreement is not or not-timely cancelled, then the continuation of this agreement takes place each time for the tenor of 1 (one) year.

**1.5.2** Cancellation of the agreement, as described in article 1.5.1, can no later than 1 (one) month before the extension of the agreement enters into force, take place by logging in on <http://www.taxiid.nl/inloggen>. Choose under the menu: "My contract" for: "My products". Here, the contract can be changed/terminated.

**1.5.3** Each of the parties is authorised to terminate the agreement by means of a registered letter without the

intervention of the court in whole or in part, if the party in default, after summation in writing and setting a reasonable term, remains in default to comply with its obligations.

**1.5.4**

TaxiID otherwise has the right, with immediate effect and without intervention of the court, by means of a declaration out-of-court to terminate or to cancel the agreement and/or the offers in whole or in part, if the Principal is a natural person is in case of death of the Principal, if the Principal submits a request to legal debt sanitisation, if for the Principal bankruptcy or suspension of payment is requested or the Principal is declared to be in a state of bankruptcy or suspension of payment is granted or if the Principal's enterprise is liquidated or terminated, other than for the benefit of reconstruction or joining of enterprises. In these instances, each claim of TaxiID on the Principal is directly and fully payable upon demand.

**1.5.5**

After the end of the agreement, for whichever reason, the Principal can derive no rights anymore from the agreement, notwithstanding the continued existence of the obligations of the parties that by their nature are destined to last onward after the end of the agreement, such as but not limited to the obligations regarding property rights.

**1.6** **Cooperation/Information obligation Principal**

**1.6.1**

All commissions are executed by TaxiID on the basis of the data, information, wishes and/or requirements made known by Principal to TaxiID.

**1.6.2**

The Principal shall grant TaxiID all cooperation and each time provide all data and/or other information useful and necessary in a timely manner, as required for a proper execution of the agreement. The Principal shall warrant the correctness of these data and/or other information.

**1.6.3**

If the data, information, wishes and/or requirements necessary for the execution of the agreement are not timely and/or not in accordance with the agreements available of TaxiID, or if the Principal in another manner does not comply with his obligations, then TaxiID has in any case the right to the termination or dissolution of the agreement or suspension of the execution of the agreement and TaxiID has the right to bring the costs arisen because of it into account according to its usual rates.

**1.6.4**

If in-between changes or new facts might occur in data, information, wishes and/or requirements made available earlier, then TaxiID shall at all times be authorised to, in consultation with the Principal, to adapt the agreement to these new circumstances or to dissolve or to terminate it.

**1.6.5**

If the Principal introduces functional improvements or other changes into the Products and Services (after having received thereto firstly the required permission in writing of TaxiID, such as further clarified in article 2.1.2), then the Principal is obliged to report these modifications to TaxiID in the instances that TaxiID

provides Maintenance, Support or other services with regard to the Products and Services provided to Principal.

- 1.6.6** In case TaxiID executes activities on a location different from its own, then the Principal shall arrange free of charge for the facilities required by TaxiID in reasonableness, such as a working space and telecommunication facilities.

## **1.7 Liability/Warranty**

- 1.7.1** TaxiID Products and Services are delivered As-Is. TaxiID accepts no liability for damage deriving from the use of the Products and Services, including damage that is suffered by a customer upon application or use of processing results or exports.

- 1.7.2** TaxiID warrants that the services regarding the delivery of Products and Services will be executed in an expert manner.

- 1.7.3** The total liability of TaxiID shall, in accordance with article 1.7.4 and 1.7.5, be limited to compensation of direct damage and then to a maximum of the amount of the price stipulated for that agreement (exclusive of VAT) with a maximum of €25,000,- (twenty-five thousand euros), whereby a series of correlated events will be regarded as one event.

- 1.7.4** If the agreement also consists of a long-term agreement, with a tenor of more than 1 (one) year and the liability of TaxiID derives from this long-term agreement, then the stipulated price is set on the total of the fees (exclusive of VAT) actually paid by the Principal to TaxiID on the basis of the long-term agreement for 1 (one) year (being the year within which the damage has occurred) with a maximum of €25,000,- (twenty-five thousand euros).

- 1.7.5** TaxiID has insured itself regarding damage. TaxiID is in any case not liable for further damage and shall also not pay this further damage, that the Principal might suffer on the basis of the agreement concluded with TaxiID, however, and in whichever way emerged, such including possible claims on the Principal of third parties, than that is covered and actually paid out by this insurance, increased with TaxiID's own risk, unless there is an instance of wilful intent or conscious negligence.

- 1.7.6** The total liability of TaxiID for damage by death or bodily harm shall in no case amount to more than €500,000,- (five hundred thousand euros), whereby a series of correlated events will be regarded as one event.

- 1.7.7** Under direct damage will solely be understood:

- a) The reasonable costs, made for the establishment of the cause and the scope of the damage;
- b) The reasonable costs, made for the prevention or limitation of damage, insofar as the Principal demonstrates that these costs have led to a limitation of damage.

- 1.7.8** Liability of TaxiID for indirect damage, including consequential damage, missed profits, missed savings, destruction of getting lost of files and/or data, delay damage, suffered loss, damage caused by the defective provision of information and/or granting of cooperation

by the Principal, damage by enterprise stagnation or claims of third parties on the Principal, is explicitly excluded.

- 1.7.9** Outside the case mentioned in article 1.7 on TaxiID rests no liability whatsoever for compensation for damages, irrespective of the basis on which an action to compensation for damages would be based.

- 1.7.10** The liability of TaxiID emerges only if the Principal declares TaxiID, without delay and properly, in writing in default, thereby setting a reasonable term for the amendment of the shortcoming and TaxiID also after that term continues to come short imputably in compliance with its obligations. The notification of default must contain a description of the shortcoming that is as detailed as possible so that TaxiID is able to respond adequately.

- 1.7.11** The condition for the emergence of any right to compensation for damages is each time that the Principal within 60 (sixty) days after the emergence of the damage notifies TaxiID thereof in writing per registered letter and thereby takes those measures because of which the damage is limited as much as possible.

- 1.7.12** The Principal safeguards TaxiID of all claims of third parties because of liability as a consequence of a default in a product, system or service delivered by the Principal to a third party and which product, system or service also consisted of what has been delivered by TaxiID.

- 1.7.13** TaxiID accepts no liability whatsoever for damage of whichever nature, emerging by Third Party Products and Services that TaxiID has delivered to the Principal. If possible, TaxiID shall assign its rights to claiming compensation for damages to the supplier of the Third Party Product in that matter to the Principal.

- 1.7.14** TaxiID is not liable for damage of whichever nature that is the consequence of the not-timely provision of support and/or maintenance.

## **1.8 Assignment**

- 1.8.1** The agreement concluded between TaxiID and the Principal and the rights and obligations deriving therefrom cannot be assigned to third parties without prior permission in writing from TaxiID.

- 1.8.2** The Principal gives TaxiID in advance the right, without requiring the explicit permission of the Principal, to assign the entire agreement, or parts thereof, to:

- a) Mother, sister and/or subsidiary companies;
- b) A third party in the case of a merger or acquisition of TaxiID.

If this takes place, then TaxiID shall inform the Principal about it.

## **1.9 Non-imputable Shortcoming**

- 1.9.1** None of the parties is held to compliance with any obligation, if they are thereto hindered as a consequence of a circumstance that is not due to its fault, neither on the basis of the law, a legal act or opinions current in society comes for its account. Circumstances that are outside the power of Sebsoft and entrepreneurial risks of

Sebsoft, such as but not limited to the shortcomings of suppliers of Sebsoft, the not being timely available of necessary data, information and/or specifications, changes in such provided data, not entirely correct specifications and/or functional descriptions of Third Party Products and Services and/or products delivered by third parties, poor weather circumstances, fire, explosion, power cuts, (D)Dos-attacks, hacking, cracking or any downtime by illegal acting of third parties, the causing by whoever destroying, damaging or making unusable of any automated work or any work for telecommunication, disruption in the course or in the working of such work, or by whoever idling of any security measure taken with regard to such work, disruptions in networks, floods, illness, shortage of personnel, strikes, sting actions, slow-work actions or other labour conflicts, accidents, deeds by the government, the impossibility to obtain a required permit or permission, shortage of material, theft, traffic jams and/or transport impediments all fall under the aforementioned circumstances.

**1.9.2** If the non-imputable shortcoming is of a temporary nature, then TaxiID can suspend the agreement until the concerned situation no longer exists, without being held to any compensation for damages.

**1.9.3** TaxiID reserves the right, if a non-imputable shortcoming occurs, to claim payment for already executed performances that TaxiID already had executed before the becoming known of the non-imputable shortcoming.

**1.9.4** If the non-imputable shortcoming of one of the parties lasts for more than three months, then both parties separately have the right to dissolve the agreement, without being held to any compensation for damages concerning the dissolution.

#### **1.10 Invalidity**

**1.10.1** If one or more stipulations (or a part of a stipulation) of the agreement should be invalid, be declared invalid, being eligible for invalidation, or have lost their legal validity in another manner, then the other stipulations (or the remaining part of the concerned stipulation) of the agreement shall remain in force without limitation.

**1.10.2** The Parties shall with regard to stipulations (or the part of a stipulation) that are invalid, being eligible for invalidation, or have lost their legal validity in another manner, enter into consultation with each other in order to make replacement arrangement, it being understood that parties shall strive for that the tenor of the agreement (or the remaining part of the concerned stipulation) remains intact in its entirety.

#### **1.11 Applicable law and regulation of Disputes**

**1.11.1** The Laws of the Netherlands are applicable to all agreements concluded by TaxiID with the Principal, unless parties have agreed differently in writing. The Parties declare explicitly that the Vienna Purchase Treaty is not applicable.

**1.11.2** Disputes that cannot be resolved in consultation, shall solely be submitted to the competent court of the

District Court of Amsterdam, seat Amsterdam, the Netherlands.

## **2. PRODUCTS**

### **2.1 Right of use Programs**

**2.1.1** TaxiID grants to Principal the non-exclusive right to the use of the Products and Services, with Documentation belonging thereto.

**2.1.2** The right of use for software Products and Services is limited to the Object Code. Rights on and the source codes self will not be provided, unless explicitly agreed differently in writing.

**2.1.3** The Principal only obtains the right to use the Products and Services for the legal form(s) and/or company parts referred to in the commission or agreement.

**2.1.4** It is forbidden for the Principal to copy, duplicate or change the Products and Services in whichever manner self and/or by means of third parties, without having received prior permission in writing of TaxiID.

**2.1.5** It is permitted for the Principal for purposes of security to make one cold back-up of the Products and Services made available, if a Back-up is not made available by TaxiID.

**2.1.6** The right of use on the Products and Services is not transferable to third parties (under third parties fall also parent, sister and/or subsidiary companies of the Principal).

**2.1.7** The Principal is not authorised under whichever title or in whichever manner to make the Products and Services available to third parties (under third parties fall also parent, sister and/or subsidiary companies of the Principal).

**2.1.8** Reverse engineering or decompilation of the Products and Services by the Principal is forbidden, unless explicitly legally permitted.

**2.1.9** The right of use starts after payment by the Principal has taken place and compliance has taken place with the other obligations resting on the Principal.

**2.1.10** The scope of the right of use on Third Party Products and Services will be determined by the GTC Third Parties such as is clarified in article 4. Insofar in the previous is not deviated from the GTC Third Parties, the previous is equally applicable.

### **2.2 Advices**

**2.2.1** All Products and Services that can be regarded as advices or have an advisory character, such as but not limited to support and search engine optimisation shall solely be provided to the best of knowledge and abilities.

**2.2.2** TaxiID is not responsible and/or liable if the activities that derive from the advice have the consequence that a project of the Principal cannot be completed within the set budget, the set time and possible other conditions set in advance.

**2.2.3** TaxiID shall give advices on the basis of the conditions set by TaxiID and information obtained from the

Principal such as stated in article 1.6. If it shows that not all relevant information already was obtained and/or if other problems and/or insights might occur, such as but not limited to incompatibility problems (products that are incompatible with each other), then the given advice can be adapted to this new situation.

## **2.3 Tailor-made work**

**2.3.1** The Parties shall specify in writing as to which TaxiID Product shall be developed and in which manner this shall take place. TaxiID shall execute the TaxiID Product Development with care on the basis of the data to be provided by the Principal, with the correctness, completeness and consistency which the Principal warrants.

**2.3.2** TaxiID is authorised, but not obliged, to examine the correctness, completeness and/or consistency of the data or specifications made available to TaxiID and upon establishing possible incorrectness, incompleteness or inconsistency to suspend the agreed activities until the Principal has removed the concerned issues.

**2.3.3** Intellectual property rights, industrial property rights or other rights of tailor-made work remain at all times with TaxiID, such as described in article 7.1.

## **2.4 Extra work**

**2.4.1** If TaxiID is of the opinion that a project change indicated by the Principal, is a commission for extra work, then TaxiID shall thereof give notification to the Principal before proceeding to execution. The notification shall upon the request of the Principal be followed by a statement of the price and other conditions. The Principal shall each time as soon as possible decide about the proposed extra work.

**2.4.2** The Principal is deemed to have agreed with the execution of extra work and the costs related thereto when the Principal has let the execution of the extra work take place without firstly stating in writing not to wish for extra work.

## **2.5 Back-ups**

**2.5.1** Insofar as possible, the Principal is responsible for the timely making of Back-ups. TaxiID shall upon request of the Principal make it known to the Principal that the procedures that are possibly necessary for the security of data and for the making of Back-ups.

**2.5.2** If it is not possible for the Principal to make Back-ups (and it is however possible for TaxiID to make Back-ups) or if it is agreed that TaxiID shall in whole or in part provide for making Back-ups, then TaxiID shall make Back-ups. TaxiID is in no case whatsoever liable for these Back-ups concerning but not limited to the loss in whole or in part of Back-ups and/or errors in the Back-ups.

## **2.6 Activities**

**2.6.1** All activities shall as a rule be executed uninterrupted on workdays and under normal work circumstances. This falls under the Support Basic services of TaxiID.

**2.6.2** Should the Principal have a need for more intensive

support, then the Principal can choose Support Extra. Support Extra offers the Principal an even faster response time and repair time. The extended service option can be purchased via the Partner Portal and will be valid for the tenor of the agreement.

**2.6.3** Only if this is agreed explicitly in writing will TaxiID be required during the execution of activities to follow the timely and responsibly given directions of the Principal. TaxiID is not obliged to follow directions that change or add to the content or scope of the agreed activities; if however such directions are followed then the concerned activities shall be compensated on the basis of a Subsequent Calculation.

**2.6.4** TaxiID is authorised to, without the explicit permission of the Principal, employ third parties in the execution of activities.

## **2.7 Web design General**

**2.7.1** Websites are developed on the basis of the specifications set in writing between the parties.

**2.7.2** Insofar as TaxiID has developed the website on the basis of data, designs, other directions and/or requests/contributions provided by or on behalf of Principal, then the Principal is fully responsible for the content and warrants the Principal that because of it no intellectual property rights, industrial property rights or other rights of third parties will be violated.

## **3. Software as a Service**

### **3.1 Delivery Infrastructure**

**3.1.1** After the conclusion of the agreement, TaxiID shall as soon as possible deliver the requested environment within the TaxiID Infrastructure and/or Third Party Infrastructure.

**3.1.2** The Principal shall fully, properly and timely provide all documents, data, information, information carriers necessary for delivery and all other materials necessary for execution to TaxiID.

### **3.2 Installation and Implementation Application Software and additional products**

**3.2.1** If the agreement between parties regards the Hosting of Application Software, then TaxiID shall install and implement the Application Software in the delivered TaxiID Infrastructure and/or offered Third Party Infrastructure, unless agreed differently.

**3.2.2** Before the installation and/or implementation can take place, TaxiID shall ensure on the costs of the Principal that all the conditions set by or on behalf of TaxiID have been complied with in order to achieve a successful installation and/or implementation.

**3.2.3** The Principal shall ensure and is responsible for the fact that the required GTC Third Parties have been employed in order to enable the installation and Maintenance to take place and last legally on Application Software, not being a TaxiID Product or a Third Party Product.

**3.2.4** If by the actions of the Principal the installation and/or

implementation were not able to be completed within the agreed time, then the Principal shall make payments as if the installation and/or implementation have taken place, notwithstanding the obligations of TaxiID to install and/or implement on a time to be established anew.

### **3.3 Software-as-a-service General**

**3.3.1** The software-as-a-service takes place at a location approved by TaxiID and with the equipment approved by TaxiID.

**3.3.2** TaxiID can to its own insights offer the Principal the option to implement by himself modifications, extensions and/or changes in the offered software-as-a-service. If this possibility is offered to the Principal, then the Principal is responsible and liable for all modifications, extensions and/or changes and the consequences deriving therefrom.

**3.3.3** In the framework of the access tot and the use of the software-as-a-service, the Principal has directly or indirectly the disposition over equipment and Programs that meet the norms and/or requirements set by TaxiID and notified to the Principal directly or indirectly. The Principal must also always continue to comply with the conditions set in this section. If and for as long as the equipment and/or Programs do not comply herewith, then the obligation resting on TaxiID to the provision of access to the software-as-a-service and the use thereof by the Principal will be suspended.

**3.3.4** The Principal shall enable TaxiID to inspect whether the norms and/or requirements referred to in article 3.3.3 of this article are being observed.

**3.3.5** If the Principal after the inspection referred to in article 3.3.4 still does not observe the norms and/or requirements referred to in article 3.3.3, then TaxiID has the right to terminate or to dissolve the agreement in whole or in part without the prior written notification of default and/or intervention of the court.

**3.3.6** The Principal is obliged to follow the directions of TaxiID regarding the software-as-a-service.

**3.3.7** TaxiID is authorised to view log files and so forth with the purpose to analyse the use of the software-as-a-service. The results of such an analysis shall not be made available to third parties (under third parties shall not fall the parent and/or subsidiary companies affiliated to TaxiID). This will not apply for the numbers and data concerning the use of the software-as-a-service that cannot directly be traced back to the use of the Principal.

**3.3.8** If the Principal establishes a disruption, then this must be reported immediately to TaxiID. After notification of a disruption by the Principal, TaxiID shall take those measures that lead or possibly can lead to restoration.

### **3.4 Obligations TaxiID software-as-a-service**

**3.4.1** TaxiID will arrange for making the software-as-a-service available. TaxiID shall, to the best of its abilities and insofar to be influence by TaxiID, strive for an availability percentage further to be stated.

**3.4.2** The percentage mentioned in article 3.4.1 is measured over a calendar year. The time for Maintenance is not

included herein.

**3.4.3** TaxiID does not warrant that, among others, the telephone lines, the Internet and/or other networks offer optimal use and access.

**3.4.4** TaxiID has no obligations with regard to the availability, reliability or other performance-requirements with regard to telephone lines, the Internet and/or other networks and the facilities deriving therefrom.

**3.4.5** TaxiID shall strive to take all useful and necessary measures to ensure the good working and the continuity of the software-as-a-service. TaxiID makes use of the most recent and most common virus protection programs available in the market.

**3.4.6** TaxiID shall strive for (according to the state of the technique) a sufficient physical and logical security against illegal access by third parties to the computer equipment and computer programs used by TaxiID and/or stored Process Data in the framework of the facilities agreed in the agreement.

### **3.5 Browser**

**3.5.1** The Hosting services are accessible for the Principal by means of a browser or a mobile application (app). The browsers for which the Hosting services have been optimised at the conclusion of the agreement, shall be made further known by TaxiID.

**3.5.2** TaxiID is not obliged to keep the access to the Hosting services optimal by means of the browsers referred to in article 3.5.1. TaxiID is authorised, without being held to any form of compensation (of damage), to introduce changes in the Hosting services that can have an influence on the browsers or mobile applications (apps) used by the Principal and/or advised by TaxiID.

**3.5.3** If a case as described in article 3.5.2 should occur, then TaxiID shall within reasonableness make an effort to enable the Principal to make the transition to another browser. Costs emerging at the side of the Principal are for his own account.

### **3.6 Partner Portal**

**3.6.1** TaxiID gives the Principal access to the Partner Portal by means of providing Identification data, if that has been arranged in the agreement.

**3.6.2** TaxiID has at all times the right to without a statement of reasons to limit or block the access of the Principal to the Partner Portal for an unlimited time, if there is suspicion of abuse or improper use.

**3.6.3** The Principal warrants to deal in a responsible manner with the access to the Partner Portal and the information obtained therefrom, while the Principal also unconditionally keeps and/or accepts the responsibility for any information that is added by him on the Partner Portal.

**3.6.4** The information made available by or on behalf of TaxiID via the Partner Portal, is, unless differently stated, provided under a precondition and without that the Principal or third parties can derive any rights therefrom.

### **3.7 Use of Identification data**

- 3.7.1** TaxiID shall make Identification data solely available to the Principal for use of Products and Services. The Principal shall carefully deal with these Identification data. The Principal shall in case of loss, theft and/or other forms of illegal use notify TaxiID hereof, so that the parties can take suitable measures.
- 3.7.2** The Principal bears all responsibility, liability and costs caused by the use of the Identification data, used and/or spread by the Principal. In no case is TaxiID liable for the abuse and/or illegal use of the Identification data.
- 3.7.3** If it can be reasonably suspected that abuse or illegal use has been made of the Identification data of the Principal, then TaxiID can give directions that must be executed.
- 3.7.4** If it is established that abuse has taken place of the Identification data or that the Principal has not followed regarding the directions as referred to in article 3.7.3, then the Principal is directly in default.
- 3.8 Changes in the software-as-a-service**
- 3.8.1** TaxiID is authorised after announcement in writing in accordance with a reasonable term and without being held to any compensation to the Principal, to the introduction of additions and/or changes in the software-as-a-service regarding but not limited to:
- a) Access procedures, such as:
    - procedures regarding operational rules;
    - Security requirements.
  - b) The change of a third party provider/supplier, location, hardware, Programs and other facilities of importance for the making available of the software-as-a-service.
- 3.8.2** If the changes have a demonstrable and large negative change as a consequence on the way of working of the Principal's enterprise and/or the functionality of the software-as-a-service, then the Principal may, after firstly thereto having proved the downfall in writing, request TaxiID in writing to the offer of an alternative. If TaxiID then offers no reasonable alternative, then the Principal has the right to terminate the use of the software-as-a-service, without TaxiID being held to any compensation for damages in that regard or to restitution of already paid monies.
- 3.9 Data traffic of the Principal**
- 3.9.1** TaxiID has no control over and/or insight in the content of the data traffic of and/or to the Principal. TaxiID acts only as a passer-on. TaxiID gives no warranties with regard to the content of data for what concerns among others reliability and completeness.
- 3.9.2** The Principal is responsible for the content of data traffic originating from the Principal. Insofar as applicable, the Code of Conduct, as clarified in article 3.12, will be applied for the Principal and his users.
- 3.9.3** The Principal safeguards and will keep TaxiID harmless for any form of claim, criminal complaint or court procedure of a third party in connection with (the content of) the data traffic or the information originating from the Principal.
- 3.9.4** In deviation of what has been stipulated in article 7, Process Data remain the (intellectual) property of Principal. The Principal grants to TaxiID, free of charge, the everlasting right of use and right of treatment of Process Data. Process Data can only be made available to third parties when this cannot directly be retraced to Principal.
- 3.9.5** After the end of the agreement, TaxiID is not required to retain the Process Data.
- 3.9.6** TaxiID shall grant cooperation to the conversion of the Process Data and/or other data to another application if requested by the Principal. TaxiID never warrants that the present Process Data and/or other data during the agreement and/or after the end of the agreement can be converted to another application.
- 3.9.7** All costs connected to the conversion of Process Data and/or other data upon request of the Principal to another application are fully for the account of the Principal.
- 3.10 Obligations Principal software-as-a-service**
- 3.10.1** The Principal is responsible for the timely acquiring of a suitable telecommunication facility and/or mobile device to be able to make used of the Products and Services.
- 3.10.2** TaxiID is not responsible or liable for the costs that regard the telecommunication facilities and/or (mobile) Internet, which costs are or can be caused by the use of the Products and Services by the Principal.
- 3.10.3** If the software-as-a-service concerns among others the hosting of a website of the Principal and/or for the benefit of the Principal, then the Principal has to have the availability of a domain name, issued by and registered at an institution competent thereto, in accordance with the GTC Third Parties applied by the concerned entity. The Principal safeguards and will keep TaxiID harmless for any form of claim, criminal complaint or court procedure of a third party in connection with (the use of) the domain name on behalf of or by the Principal.
- 3.10.4** If by means of the software-as-a-service personal data and/or other data are transported or commercial and/or other activities will be developed by means of the software-as-a-service, then the Principal safeguards TaxiID of all liability, costs or damage as a consequence of claims of third parties in case these personal data and/or other data are exported or commercial and/or other activities will be developed in violation of the relevant (privacy) legislation and/or other regulation in that matter.
- 3.10.5** The Principal shall notify TaxiID without delay in writing regarding changes that are relevant for the good execution of the software-as-a-service.
- 3.10.6** The principal shall comply with directions of TaxiID regarding Fair Use. If the principal does not follow the directions given by TaxiID, then TaxiID authorised is to reduce with technical means the use burden caused by the principal or upon continued excess over charge to stop the availability of the software-as-a-service to the

principal. TaxiID shall never be liable for damage of whichever nature that is suffered by the principal or third parties as a consequence of the measures taken by TaxiID and/or third parties.

### **3.11 Personal data**

**3.11.1** The principal is 'the responsible party' in the sense of the Dutch law Wet Bescherming Persoonsgegevens and therewith responsible for the protection of (personal) data that are sent or treated and/or processed by the equipment and/or Programs of TaxiID for the benefit of the principal.

**3.11.2** The principal safeguards TaxiID of all claims because of violation of the personal life sphere.

**3.11.3** To the extent that the principal is authorised thereto, the principal explicitly agrees with the recording of (personal) data of users in the persons registration of TaxiID for purposes of administration management. This person's registration contains among others Identification data and Process Data and is only accessible for TaxiID. These data will not be provided to third parties, except for in the instances when TaxiID is obliged thereto on the basis of the law or a court ruling.

**3.11.4** With the exception of what has been stated in article NUMBER MISSING, TaxiID as a 'processor' in the sense of the Wet Bescherming Persoonsgegevens, is responsible for the protection of personal data of which the use by TaxiID is necessary for the correct execution of the agreement and it shall safeguard the principal from liability in the case that the principal is sued in court by a person on the basis of a violation of the personal life sphere as a consequence of an act or omission of TaxiID. TaxiID shall comply as a 'processor' with all the relevant obligations from the Dutch law Wet Bescherming Persoonsgegevens.

### **3.12 Code of Conduct**

**3.12.1** Use has to be made in a responsible manner of the software-as-a-service and/or the other offered facilities. It is forbidden for the software-as-a-service and/or the other offered facilities to make use in such a manner, because of which:

- a) Damages may occur in the systems of TaxiID and/or third parties;
- b) Disruptions in the use can occur.

**3.12.2** The principal shall ensure that such damages and/or disruptions are not the consequence of misconfiguration at his side.

**3.12.3** It is forbidden to utilise the software-as-a-service and/or other offered facilities for illegal practices and/or in violation of the agreement. Hereunder fall among others the following acts and behaviours:

- a) the violation of the rights of third parties or making it possible to violate the rights of third parties, such as but not limited to intellectual property rights and privacy rights;
- b) the non-compliance with the current law and regulations in that matter;

- c) spamming (the unrequested sending of or making possible for third parties) advertising messages and other information);
- d) the storing/spreading of (child) pornography;
- e) sexual intimidation, discrimination and/or in another manner harassing persons;
- f) spreading or in any other manner making for third parties available of obscene, insulting and harassing material and/or other material of such a nature;
- g) threats;
- h) storage and spreading of viruses, worms and/or other destructive activities;
- i) the entering without permission (hacking) of accounts, systems and/or networks of third parties and/or TaxiID and/or the execution and/or omission of any other act that makes hacking possible.

**3.12.4** TaxiID reserves the right, to its own discretion, if necessitated thereto by the law or a court ruling and/or if a third party points TaxiID thereto and/or the suspicion thereto exists that by means of the software-as-a-service a violation is made of rights of a third party, is acted in violation of what in the GTC and/or the agreement has been stipulated and the obligations deriving therefrom in that regard are not, not properly or not fully complied with, to place the use of the software-as-a-service and/or the other offered facilities out-of-use, to remove the concerned information and/or to suspend its obligations, so until these obligations have been complied with.

**3.12.5** TaxiID and/or Third Party shall never be liable for damage suffered by The principal and/or third parties of whichever nature as a consequence of the measures taken on the basis of article 3.12.4 by and/or for the benefit of TaxiID. The obligations to the payment of the agreed amounts will remain applicable without restriction during the measures taken under article 3.12.4 by and/or for the benefit of TaxiID.

**3.12.6** If the seriousness of the acting and/or not acting of the principal justifies this and/or these are continued, despite the measures of and/or for the benefit of TaxiID, such as clarified in article 3.12.4, then TaxiID has in accordance with article 1.5.3 the right to dissolve the agreement, without that TaxiID is held to any compensation for damages in that matter or to restitution of already paid amounts.

## **4. THIRD PARTY PRODUCTS**

### **4.1 Third Party Products and Services**

**4.1.1** TaxiID is authorised to provide Third Party Products and Services or to involve Third Party Products and Services in the fulfilment of its obligations deriving from the agreement. TaxiID is not responsible for Third Party Products and Services, unless agreed differently in writing.

**4.1.2** If TaxiID delivers Third Party Products and Services to the

principal, then next to these GTC the GTC Third Parties will also be applicable to the agreement.

**4.1.3** TaxiID delivers rights on Third Party Products and Services under the terms and conditions as described in the GTC Third Parties.

**4.1.4** By TaxiID no maintenance or support or other services takes place with regard to Third Party Products and Services, unless agreed differently in writing.

## **4.2 GTC Third Parties**

**4.2.1** GTC Third Parties that in these GTC are declared applicable, shall, if available at TaxiID, be sent upon request. The GTC Third Parties shall be made available in the same format and the same language as TaxiID has received these.

**4.2.2** The GTC are ranked above the GTC Third Parties unless stated differently. In case of contradiction between the GTC and the GTC Third Parties, TaxiID can declare the concerned contradicting stipulations in the GTC Third Parties applicable or not applicable.

## **5. DELIVERY**

### **5.1 Delivery term**

**5.1.1** All terms possibly mentioned by TaxiID and applicable for TaxiID have been set to the best of the knowledge on the basis of the data that have been made known to TaxiID and shall be observed as much as possible.

**5.1.2** Delivery terms will, therefore, never be regarded as fatal terms within which delivery must take place, but as terms within which TaxiID to the best of its efforts shall strive to deliver what has been agreed.

**5.1.3** The exceeding of a possible applicable delivery term by TaxiID shall never encompass an imputable shortcoming of TaxiID. TaxiID accepts under no circumstance whatsoever liability if the delivery terms might be exceeded.

### **5.2 Precondition**

**5.2.1** TaxiID only commits to the execution of the agreement concluded between TaxiID and the principal, after an agreement has been concluded between TaxiID and the principal, the GTC of TaxiID have been declared known and approved by the principal and/or if all due fees have timely and fully been paid. If TaxiID starts with the execution of the agreement before an Agreement has been concluded between TaxiID and the principal, the GTC of TaxiID have been declared known and approved by the principal and/or if all due fees have timely and fully been paid, TaxiID reserves the right to suspend the execution of the agreement until a signed copy of the agreement is received and/or all due fees have been paid timely and fully.

**5.2.2** If the principal forms from Products and Services delivered by TaxiID a new product, then the principal forms the new product for TaxiID and the principal shall hold the new product for TaxiID until the principal has timely and fully paid all amounts due on the basis of the

agreement. TaxiID reserves all rights as owner of the new product until the moment of timely and full payment by the principal.

### **5.3 Risk**

**5.3.1** The Product is for the risk of the principal from the delivery, even when the ownership or the right of use has not yet been transferred. Therefore, the principal remains liable to pay the purchase price, irrespective of destruction or decrease of the Product by a cause that cannot be imputed to TaxiID.

**5.3.2** The same will apply from the moment on which the principal is in default with the execution of an act with which the principal has to cooperate to the delivery.

### **5.4 Delivery, Installation and Acceptation procedure**

**5.4.1** TaxiID shall deliver the Products and Services to the principal in accordance with the specifications recorded by TaxiID in writing and install these if desired by the principal.

**5.4.2** The Products and Services shall between the parties be deemed as accepted:

a) Upon delivery if no acceptance period is applicable or

b) If an acceptance period is applicable: on the first day after the acceptance period.

**5.4.3** If the Products and Services are delivered in phases and/or parts are delivered and tested, then the non-acceptation of a certain phase and/or part a possible acceptance of an earlier phase and/or another part unaffected.

**5.4.4** In deviation of the previous, the Products and Services shall, if the principal makes any use thereof before the moment of acceptance or productive or operational purposes, already be regarded as fully accepted from the start of that use.

### **5.5 Errors**

**5.5.1** Under Error(s) it is understood as non-compliance with the functional specifications set in writing by TaxiID and, in case of the development of tailor-made work TaxiID Products and Services, with the functional specifications explicitly agreed in writing. Of an Error, it is only an instance if this can be demonstrated and can be reproduced. The principal is required to give notification to TaxiID of any possible Errors without delay.

**5.5.2** Any right on repair of Errors becomes void if the provided Products and Services have been changed by the principal in whichever form or in whichever manner.

**5.5.3** Repair of Errors shall take place on a time determined by TaxiID. TaxiID is authorised to implement temporary solutions, emergency solutions, bypasses and/or other problem limiting measures.

**5.5.4** Acceptance of the Products and Services may not be withheld on other grounds than those which relate to specifications explicitly agreed between the parties and furthermore not because of the existence of small Errors that do not reasonably stand in the way of operational or productive taking into use of the Products and

Services.

## 5.6 Change Performance

- 5.6.1** TaxiID may, instead of the Products and Services ordered by the principal deliver other Products and Services, provided that the working and capacity do not essentially deviate from the originally ordered.
- 5.6.2** If the agreement has been concluded with a view on execution by a certain person, shall TaxiID each time be authorised to replace this person by one or more other persons with the same qualifications.

## 6. PRICES/PAYMENTS

### 6.1 Prices and Payments

- 6.1.1** All prices are exclusive of VAT and exclusive of possible other levies imposed by the government. The due amounts shall be charged inclusive of VAT and inclusive of possible levies by the government.
- 6.1.2** The principal obliges to have an accepted Credit card . When purchasing any TaxiID product or services, credit card data is stored in accordance with the Payment Card Industry Data Security Standard (PCI DSS).
- 6.1.3** Payment of the fees due by the principal takes solely place by means of periodic debit on the credit card, for which the principal is obliged to grant an authorisation, unless explicitly differently agreed. TaxiID will charge the credit card on the agreed dates. Invoices of these debits are available for principal on the Partner Portal.
- 6.1.4** The principal can grant authorisation for the automatic supply of the partner balance by means of debit on the credit card. This is, however, no obligation.
- 6.1.5** If The principal withdraws the authorisation for direct debit without well founded cause or of the direct debit cannot be executed for another reason not to be imputed to TaxiID, then TaxiID reserves the right to limit the functionality of the Products. The principal remains liable to pay TaxiID, during the period that the functionality of the Products is limited, the agreed compensation. If the the credit card cannot successfully be charged, then TaxiID shall undertake a second attempt. If for the second time the direct debit fails, then TaxiID is authorised to block the access to the Products and Partner Portal. The principal remains liable to pay to TaxiID the agreed compensation during the period that access to the Products and Partner Portal is blocked. TaxiID shall notify The principal of the second failed direct debit attempt and request The principal to transfer the outstanding amount within 14 days to TaxiID. If the outstanding amount is not paid, within this term, then TaxiID will send to the principal a last reminder. Should also to this payment request remain unanswered, then the claim will be handed over for collection. The claim will then automatically be increased with collection costs and interest, as described in article 6.1.8.
- 6.1.6** Before the start of the (configuration) activities, the

start-up costs, being the mentioned total amount of the configuration activities, must be paid. Also this payment takes place by debit on the credit card unless agreed explicitly differently.

- 6.1.7** If TaxiID executes in commission of the principal extra activities as well as among others configuration activities, then TaxiID shall bring these activities into account to The principal separately next to the compensation as referred to in article 6.1.2, in accordance with the prices then current at TaxiID and made costs. This invoice must be paid within 14 days after the date of the invoice.
- 6.1.8** When the principal is not in compliance with any payment obligation, then the principal is in default without there to any further summation or notification of default being required. The principal is liable to pay to TaxiID the costs, both in-court and out-of-court with regard to the collection of all that the principal is due to TaxiID. Out-of-court collection costs amount to 15% of the due amount with a minimum of €40 (forty euros). In any case shall over the amount due by the principal from the date on which the principal is in default and interest, with a percentage that is equal to the interest by law, increased with 3%, be brought into account.
- 6.1.9** TaxiID has the right to suspend its activities and other obligations until the entire payment has taken place, notwithstanding the obligation of the principal to comply with his obligations.
- 6.1.10** If TaxiID is notable to deliver as a consequence of a default at the side of the principal, then TaxiID is authorised to bring monthly an interest compensation of 1.5% over the due amount.
- 6.1.11** Notwithstanding the stipulation in this article 6.1, is TaxiID authorised in the instances referred to in article 1.5.4 to request per direct advance payment from Customer till the end of the (envisaged) tenor of the Agreement. This total compensation is immediately payable upon demand.
- 6.1.12** Article 6.1.11 is equally applicable in the case whereby payment by Customer remains absent after TaxiID has followed the procedure described in article 6.1.5.
- 6.1.13** If the principal makes a claim to an incorrectness of the content of the invoice(s), will leaves this unaffected his obligation to at least pay the undisputed part of the invoice(s).
- 6.1.14** The stipulations above leave other rights belonging to TaxiID on the basis of a shortcoming in the compliance by the principal unaffected.
- 6.2 Price changes**
- 6.2.1** TaxiID is authorised to adapt its prices annually. Possible price changes shall be communicated timely to the principal via the Partner Portal or on any other manner to be determined by TaxiID.
- 6.2.2** If the principal does not agree with a price change, then the principal is only authorised to terminate the agreement with the start of the date that the price change will be in force, if and for as long as the total

price increase during 1 (one) year exceeds the price inflation number of the actual year (or the prior year for price increases announced for the following year) published by the Dutch CBS with more than 5 points (expressed in %).

- 6.2.3** If the principal does not cancel the agreement within 1 (one) month after notification of the price increase, then the principal is deemed to have accepted the price increase.

## **7. INTELLECTUAL PROPERTY RIGHTS**

### **7.1 Rights of TaxiID and The principal**

- 7.1.1** TaxiID has the exclusive right to further develop the TaxiID Products and Services and to make the use thereof available by means of licences to third parties.
- 7.1.2** Unless there is an instance of Third Party Products and Services, shall for each commission executed by TaxiID wherever and whenever, irrespective of whether there is an instance of the delivery of an existing Product or a Product yet to be developed, all intellectual property rights, industrial property rights and other rights deriving therefrom remain with TaxiID.
- 7.1.3** The principal acknowledges that all present and future intellectual property rights, industrial property rights, other rights and the registration and/or application of the aforementioned rights and/or similar rights for the entire term and possible extensions and renewals thereto now or in the future for always worldwide shall belong to TaxiID or shall be assigned.
- 7.1.4** It is the principal not permitted to remove or change any designation regarding intellectual property rights, industrial property rights, other rights, brands and trade names from the Products and Services, or to let such actions be executed by a third party.
- 7.1.5** The intellectual property rights, industrial property rights and other rights of a Product, or a part thereof, can only be transferred by means of deed in writing to the principal if TaxiID has these rights.
- 7.1.6** If TaxiID, the principal or third parties implement functional improvements or other changes in the Products and Services, then the intellectual property rights, industrial property rights and other rights resting on the improved or changed Products and Services in that matter remain with TaxiID or the entitled third party. If the aforementioned rights do not belong to TaxiID or an entitled third party, then the principal shall free of charge arrange for the assignment of the aforementioned rights to TaxiID or the entitled third party.
- 7.1.7** TaxiID reserves all intellectual property rights, industrial property rights and other rights with regard to Documentation that is provided. It is explicitly not permitted for the principal to copy this in any manner, to release to third parties or to give it on loan. The principal must ensure that his employees and/or third parties shall comply with the aforementioned obligations.