

# Terms & Conditions

These general terms and conditions apply to every offer or quotation from The MUAUPAY with regard to Services and form an integral part of every Agreement between The MUAUPAY and the Customer. Provisions or conditions set by the Customer that deviate from, or do not appear in, these General Terms and Conditions are only binding for The MUAUPAY if and insofar as they have been expressly accepted in Writing by The MUAUPAY. Capitalized terms have the meaning as stated in the last article.

## ARTICLE 1

### Contractsluiting

- Customer can request the Services directly from The MUAUPAY Website. The Agreement arises at the moment of sending the e-mail (whether or not automatically generated) from The MUAUPAY containing the confirmation and acceptance of the application. The customer can also request a quote without obligation.  
  
The Agreement arises at the moment of receipt of approval of the quotation, provided this takes place before the end date stated in the quotation.
- Concluded Agreements are final.

## ARTICLE 2

### Performance of the agreement

- After the Agreement has been concluded, The MUAUPAY will fulfill it to the best of its ability and with due care and craftsmanship.
- The MUAUPAY will make every effort to realize high-quality and uninterrupted availability of Services and associated systems and networks, and to realize access to data stored by the Customer. However, The MUAUPAY offers no guarantees about quality or availability.
- Delivery terms specified by The MUAUPAY are always indicative.

- If and insofar as required for proper execution of the Agreement, The MUAUPAY has the right to have certain activities performed by third parties. Any unexpected additional costs associated with this are at the expense of the Customer, unless otherwise agreed. These General Terms and Conditions also apply to the work performed by third parties in the context of the Agreement.
- If such has been agreed, The MUAUPAY will provide the Client with access to an Account. The Account will be accessible by entering a password and username. Any action that takes place through the Account of the Customer or an Account created by the Customer is considered under responsibility and risk of the Customer. If the Customer suspects or should reasonably suspect or know that abuse of an Account is taking place, the Customer must report this to The MUAUPAY as soon as possible so that it can take measures.
- The MUAUPAY will remain available for a reasonable level of remote customer support by phone and email, during regular business hours.
- All changes to the Agreement, either at the request of the Client or as a result of the fact that a different implementation is necessary due to whatever circumstances, are considered additional work if additional costs are involved and insofar as this involves less costs. as less work. These will be invoiced to the Client accordingly.

#### ARTICLE 3

### Obligations of Customer

- The Customer is obliged to do everything that is reasonably necessary and desirable to enable a timely and correct execution of the Agreement. In particular, the Customer shall ensure that all information that The MUAUPAY indicates is necessary or that the Customer should reasonably understand to be necessary for the performance of the Services is provided to The MUAUPAY in a timely manner. The term within which The MUAUPAY The agreement must be performed, does not commence until after all requested and required data has been received by The MUAUPAY.

- If the Customer knows or can suspect that The MUAUPAY will have to take certain (extra) measures to be able to meet its obligations, the Customer will immediately inform The MUAUPAY thereof. This obligation applies, for example, if the Customer knows or should foresee that an extraordinary peak in load on The MUAUPAY's systems will occur, which could in any probability cause unavailability of the Services. This applies all the more if the Customer knows that Services are also provided to others via the same systems as The MUAUPAY uses to provide Services to the Customer. After warning, The MUAUPAY will do everything it can to prevent unavailability of the Services. Unless expressly agreed otherwise In Writing, all reasonable additional costs incurred in doing so may be charged to Customer.
- Customer may under no circumstances use the Services for Applications with Increased Risk.
- If the Customer requires any license or other permission from government authorities or third parties for the specific use that it provides or intends to provide to the Services, the Customer must ensure that it is obtained. The Client guarantees to The MUAUPAY that it has all permits and/or permissions that are necessary for the use of the Services by Customer.

#### ARTICLE 4

### Rules of conduct and notice/takedown

- The Customer is prohibited from using the Services laws or regulations applicable to the Customer or The MUAUPAY, or to infringe upon the rights of others.
- Regardless of whether it is legal or not, The MUAUPAY prohibits the use of the Services to offer or distribute Materials that:
  - Are unmistakably intended primarily to assist others in violating the rights of third parties, such as websites containing (exclusively or primarily) hacking tools or explanations of cybercrime that are clearly intended to enable the reader to commit the described criminal acts rather than to defend against them;
  - Are unmistakably defamatory, slanderous, offensive, racist, discriminatory, or incite hatred;

- Contain child pornography or bestiality pornography, or are clearly intended to help others find such materials;
  - Constitute a violation of the personal privacy of third parties, including but not limited to the unauthorized or unnecessary distribution of third-party personal data or the repeated harassment of third parties with unwanted communications;
  - Contain hyperlinks, torrents, or references to (locations of) material that unmistakably infringes on copyrights, neighboring rights, or portrait rights;
  - Contain unsolicited commercial, charitable, or ideological communications;
  - Contain malicious content such as viruses or spyware.
- The distribution of pornographic materials through the Services is permitted as long as it does not cause inconvenience or violate these General Terms and Conditions.
  - The Customer must refrain from hindering other customers or internet users or causing damage to the systems or networks of The MUAUPAY or other customers. The Customer is prohibited from initiating processes or programs, whether through The MUAUPAY's systems or not, that they know or can reasonably suspect will hinder or damage The MUAUPAY, its customers, or internet users.
  - If The MUAUPAY determines that there is interference, damage, or another threat to the functioning of The MUAUPAY's computer systems, network, or third-party services—particularly due to excessive email or data transmission, denial-of-service attacks, poorly secured systems, or activities involving viruses, Trojans, and similar software—The MUAUPAY is entitled to take any measures it reasonably deems necessary to prevent or mitigate the threat. The MUAUPAY may recover from the Customer any reasonable costs associated with these measures.
  - If The MUAUPAY receives a complaint about a violation of this article by the Customer, or independently determines that such a violation appears to have occurred, The MUAUPAY will inform the Customer as soon as

possible about the complaint or violation. The Customer must respond as soon as possible, after which The MUAUPAY will decide how to proceed.

- If The MUAUPAY determines that a violation has occurred, it will block access to the relevant Material without permanently deleting it (unless technically impossible, in which case The MUAUPAY will create a backup). The MUAUPAY will make every effort to avoid affecting other Materials. The MUAUPAY will inform the Customer as soon as possible about the actions taken.
- The MUAUPAY is entitled at all times to report any detected criminal offenses. Furthermore, The MUAUPAY is authorized to disclose the Customer's name, address, and other identifying information to a third party who complains that the Customer has infringed on their rights or violated these General Terms and Conditions, provided that the validity of the complaint is reasonably substantiated and the third party has a legitimate interest in obtaining the information.
- Although The MUAUPAY aims to act as reasonably, carefully, and appropriately as possible in response to complaints about the Customer, The MUAUPAY is never obliged to compensate for damages resulting from actions taken under this article.
- The Customer is permitted to resell the Services, but only in combination with or as part of their own products or services, without disclosing The MUAUPAY as a supplier or subcontractor. The Customer must indemnify The MUAUPAY against any claims from their customers. The MUAUPAY may also take direct action against such customers if they violate these General Terms and Conditions.

#### ARTICLE 5

#### ARTICLE 6

### Storage and data limits

- The MUAUPAY can set a maximum to the amount of storage space or data traffic per month that the Customer may or can actually use in the context of the Services.
- If the Customer exceeds the applicable limits, then The MUAUPAY may, after sending at least one warning message to the Customer regarding the

exceedance, unilaterally convert the Customer's Subscription into a Subscription that does fit the storage and data traffic.

- No liability exists for the consequences of not being able to send, receive, store or change data if an agreed limit for storage space or data traffic is exceeded.

#### ARTICLE 7

## Intellectual property rights

- All intellectual property rights to all Materials developed or made available by The MUAUPAY under the Agreement rest exclusively with The MUAUPAY or its licensors.
- The Customer only acquires the rights of use and powers that are explicitly granted in these General Terms and Conditions, the Agreement or otherwise In Writing and otherwise the Customer will not reproduce or make these Materials public. The aforesaid is subject to an exception if the Customer has unmistakably failed to provide such a right in an express manner by mistake. However, delivery of source code of Materials is at all times only obligatory if expressly agreed.
- Unless and insofar as otherwise agreed in Writing, the Client is not permitted to remove or change any designation regarding copyrights, brands, trade names or other intellectual property rights from these Materials, including indications regarding the confidential nature and secrecy. of the Materials.
- The MUAUPAY is allowed to take technical measures to protect its Materials. If The MUAUPAY has secured these Materials by means of technical protection, the Customer is not permitted to remove or evade this protection, except if and insofar as the law provides otherwise.

#### ARTICLE 8

## Prices

- Unless explicitly stated otherwise at an amount, all prices mentioned by The MUAUPAY are exclusive of turnover tax and other levies imposed by the government.
- If a price is based on information provided by the Customer and this information turns out to be incorrect, The MUAUPAY has the right to

adjust the prices accordingly, even after the Agreement has already been concluded.

- If the Agreement concerns a Subscription, The MUAUPAY is entitled to change the rates applied at any time.
- The same conditions and procedures apply to price changes as to changes to the Services and these General Terms and Conditions.

#### ARTICLE 9

### Terms of payment

- The MUAUPAY will invoice the amounts owed by the Client to the Client. The MUAUPAY may issue electronic invoices. The MUAUPAY has the right to charge periodic amounts due prior to the delivery of the Services.
- The payment term of an invoice is 14 days after the invoice date, unless otherwise agreed in Writing.
- If the Customer has not yet paid in full after 14 days after the payment term, he is automatically in default without notice of default being required.
- If the Customer is in default, this has the following consequences:
  - The statutory interest is owed on the outstanding amount;
  - Customer owes 15% of the principal sum in collection costs, or 40 euros if that amount is more than 15% of the principal;
  - The websites and other Materials hosted for the Client may be made inaccessible without further warning until the outstanding amounts, interest and the like have been paid.
- Unless the Customer is a consumer, an appeal by the Customer to suspension, set-off or deduction is not permitted.
- In the event that the Customer does not comply with any obligation under the Agreement, The MUAUPAY is entitled to take back goods delivered without any notice of default in addition to suspension of Services, without prejudice to The MUAUPAY's right to compensation for damage, lost profit and interest.

#### ARTICLE 10

### Liability

- The MUAUPAY is not liable in the context of the conclusion or execution of the Agreement, except in the cases mentioned below, and at most up to the limits stated therein.
- The total liability of The MUAUPAY for damage suffered by the Customer as a result of an attributable shortcoming in the fulfillment by The MUAUPAY of its obligations under the Agreement, expressly including any failure to comply with a warranty obligation agreed with the Customer, then or due to an unlawful act by The MUAUPAY, its employees or third parties engaged by it, is limited per event or a series of related events to an amount equal to the total of the fees (excluding VAT) that the Customer has paid under the Agreement until the moment the damage arose, or, if the Agreement has a duration of more than three (3) months, an amount equal to the compensation paid by the Customer in the last three (3) months. Under no circumstances will the total compensation for direct damage exceed one thousand (1,000) euros (excluding VAT).
- The MUAUPAY is expressly not liable for:
  - a) any damage suffered as a result of measures taken by The MUAUPAY in good faith, but which have nevertheless been shown to have been wrongly imposed;
  - b) damage resulting from unavailability of the Services, lost data and breach of technical or organizational security measures, and
  - c) indirect damage, consequential damage, lost profit, lost savings and damage due to business interruption.
- The liability of The MUAUPAY due to attributable shortcoming in the fulfillment of the Agreement only arises if the Customer gives The MUAUPAY immediate and proper notice of default in Writing, thereby setting a reasonable term to remedy the shortcoming, and The MUAUPAY is also attributable after that term. continues to fail to fulfill its obligations. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that The MUAUPAY is able to respond adequately. The notice of default must be received by The MUAUPAY within 14 days after the discovery of the damage.



- The exclusions and limitations referred to in this article will lapse if and insofar as the damage is the result of intent or willful recklessness on the part of The MUAUPAY's management.
- The customer is liable towards The MUAUPAY for damage caused by an error or shortcoming attributable to him. Customer indemnifies The MUAUPAY against claims regarding non-compliance with the rules of conduct in article when using the Services by or with the consent of Customer. This indemnification also applies to persons who, although not employees of Customer, have nevertheless used the Services under the responsibility or with permission of Customer.

#### ARTICLE 11

### Force of the majority

- None of the parties can be held to fulfill any obligation if a circumstance that is beyond the control of the parties and which could not or should not have been foreseen at the time of the conclusion of the Agreement, nullifies any reasonable possibility of fulfillment.
- Force majeure also includes (but is not limited to): disruptions of public infrastructure that is normally available to The MUAUPAY, and on which the delivery of the Services depends, but on which The MUAUPAY cannot exercise actual power or contractual fulfillment obligation. , such as the operation of the registers of IANA, RIPE or SIDN, and all networks in the Internet with which The MUAUPAY has not concluded a contract; failures in infrastructure and/or Services of The MUAUPAY that are caused by computer crime, for example (D)DOS attacks or unsuccessful or unsuccessful attempts to circumvent network security or system security; shortcomings of suppliers of The MUAUPAY, which The MUAUPAY could not foresee and for which The MUAUPAY cannot hold its supplier liable, for example because the supplier concerned (also) was subject to force majeure; Defects in items, equipment, software or other source material which the Client has prescribed to use; Unavailability of staff (due to illness or otherwise); government measures; general transport problems; strikes; wars; terrorist attacks and internal disturbances.

- If a force majeure situation lasts longer than three months, each of the parties has the right to dissolve the agreement In Writing. In that case, what has already been performed on the basis of the agreement will be settled proportionally, without the parties owing each other anything.

#### ARTICLE 12

### confidentiality

- The parties will treat information that they provide to each other before, during or after the performance of the Agreement confidentially if this information is marked as confidential or if the receiving party knows or should reasonably suspect that the information was intended to be confidential. The parties also impose this obligation on their employees as well as on third parties engaged by them for the implementation of the Agreement.
- The MUAUPAY will not take cognizance of data that the Customer stores and/or distributes via the systems of The MUAUPAY, unless this is necessary for the proper execution of the Agreement or The MUAUPAY is obliged to do so by virtue of a legal provision or court order. In that case, The MUAUPAY MUAUPAY will make every effort to limit the knowledge of the data as much as possible, insofar as this is within its power.
- The obligation of confidentiality also continues after termination of the Agreement for whatever reason, and for as long as the providing party can reasonably claim the confidential nature of the information.

#### ARTICLE 13

### Duration and cancellation

- The duration of the Agreement is that period of time that is necessary to provide the Services. If the Agreement is a Subscription, it is entered into for a term of one year.
- If a fixed term for the Subscription has been agreed, neither party may unilaterally terminate the Agreement before the term has expired, unless there is a special ground for termination, as described in more detail below.
- In the absence of timely termination, a Subscription will be tacitly extended for a term equal to the first term.

- The MUAUPAY may immediately suspend or terminate the Agreement In Writing if at least one of the following special grounds applies:
  - a) Customer is in default of a material obligation;
  - b) Client's bankruptcy has been filed;
  - c) Customer has applied for a moratorium;
  - d) Customer's activities are terminated or liquidated.
- If The MUAUPAY suspends the fulfillment of its obligations, it retains its claims under the law and the Agreement, including the claim to payment for the Services that have been suspended.
- If the Agreement is terminated or dissolved, The MUAUPAY's claims against the Customer are immediately due and payable. In the event of dissolution of the Agreement, amounts already invoiced for services rendered remain due, without any obligation to cancel. In the event of dissolution by the Customer, the Customer may only dissolve that part of the agreement that has not yet been performed by The MUAUPAY. If the dissolution is attributable to the Customer, The MUAUPAY is entitled to compensation for the damage that arises directly and indirectly as a result.
- The right to suspension in the above cases applies to all Agreements concluded with the Customer simultaneously, even if the Customer is only in default with regard to one Agreement, and without prejudice to The MUAUPAY's right to compensation for damage, lost profit and interest.<

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#### ARTICLE 14

### Procedure after termination

- After termination of the Agreement, as a result of cancellation or dissolution, The MUAUPAY is entitled to immediately delete all stored data or to make it inaccessible and to close all Accounts of the Customer.
- The erasure of data stored for the Customer is always done without special precautions to make the erasure irreversible. This means that, for example, 'delete' is pressed in a (standard) operating system.

#### ARTICLE 15

### Ranking and change conditions

- The MUAUPAY reserves the right to change or supplement the Services and these General Terms and Conditions. Changes also apply to agreements already concluded with due observance of a term of 30 days after announcement of the change.
- Changes will be announced on The MUAUPAY Website, or another channel from which The MUAUPAY can prove that the announcement has arrived at the Customer. Non-substantive changes of minor importance can be made at any time and do not require notification.
- If the Customer does not want to accept a change, the Customer must inform The MUAUPAY of this in Writing, stating reasons, within two weeks after notification. The MUAUPAY can then reconsider the change. If The MUAUPAY does not withdraw the change, the Customer can terminate the agreement until the date on which the new terms and conditions come into effect.
- Provisions relating to specific Services, if applicable, take precedence over general provisions that apply to all services. Further agreements between The MUAUPAY and the Customer only prevail over these General Terms and Conditions if they are In Writing and if this has been expressly determined, or was the unmistakable intention of both parties.

#### ARTICLE 16

### Other provisions

- The Agreement is governed by Dutch law.
- Insofar as not dictated otherwise by mandatory law, all disputes that may arise as a result of the Agreement will be submitted to the competent Dutch court for the district in which The MUAUPAY is located.
- If any provision of the Agreement proves to be invalid, this will not affect the validity of the entire agreement. In that case, the parties will determine (a) new provision(s) as a replacement, which will give shape to the intention of the original Agreement and General Terms and Conditions as much as possible by law.
- Information and notices, including price indications, on the The MUAUPAY Website are subject to programming and typing errors. In the event of any

inconsistency between the Website and the Agreement, the Agreement shall prevail.

- The log files and other electronic or non-electronic administration of The MUAUPAY form full proof of statements of The MUAUPAY and the version of any (electronic) communication received or stored by The MUAUPAY is considered authentic, unless the Client provides proof to the contrary.
- The parties will inform each other immediately in Writing of any changes in name, postal address, e-mail address, telephone number and, if requested, bank or giro number.
- Each party is only entitled to transfer its rights and obligations under the Agreement to a third party with the prior written consent of the other party. However, this permission is not necessary in the event of a company takeover or takeover of the majority of the shares of the relevant party.

#### ARTICLE 17

### Complaints procedure

- The MUAUPAY has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
- Complaints about the implementation of the agreement must be submitted fully and clearly described to The MUAUPAY within 7 days, after the customer has discovered the defects.
- Complaints submitted to The MUAUPAY will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, The MUAUPAY will reply within the period of 14 days with a notification of receipt and an indication when the customer can expect a more detailed answer.
- If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute settlement.
- In case of complaints, a customer must first turn to The MUAUPAY. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).
- A complaint does not suspend the obligations of The MUAUPAY, unless The MUAUPAY indicates otherwise in writing.

- If a complaint is found to be justified by The MUAUPAY, The MUAUPAY will replace or repair the delivered products free of charge