



# General Terms and Conditions

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These are the general terms and conditions of the RIFF group companies, consisting of RIFF International B.V., RIFF Nederland B.V., RIFF Digital Engagement B.V., RIFF Content Marketing B.V. and RIFF Digital Marketing B.V.

These terms and conditions are divided into several chapters. Chapter 1 contains general provisions that apply to all contracts customers enter into with RIFF, regardless of the delivered services. The provisions in Chapter 2 are only applicable if RIFF provides customisation or development work activities, which includes video development, within the framework activities of the contract. Chapter 3 applies if RIFF provides services in connection with hosting, online administration and/or online maintenance under the contract. The provisions in Chapter 4 are applicable if RIFF processes personal data on behalf of Customer in connection with the contract.

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## Chapter 1. General provisions

The provisions included in the chapter, "General Provisions" are applicable to every Contract between RIFF and Customer.

### Article 1. Definitions

All capitalised terms in these general terms and conditions, both singular and plural, are defined in this article.

- 1.1. **Account:** the account created by or on behalf of Customer or End User with which, if required, the delivery of (parts of) the Services can be facilitated.
- 1.2. **Customer:** any legal person/entity or natural person acting in the exercise of a profession or business that enters into a contract with RIFF in connection with the provision of the Services.
- 1.3. **GDPR:** Regulation 2016/679 of the European Parliament and the Council dated 27 April 2016 concerning the protection of individuals with regard to the processing of personal data and concerning the free movement of such data.
- 1.4. **Data Leak:** a breach of security leading to the accidental or unlawful destruction, loss, amendment, unauthorised disclosure of, or access to, Personal data transmitted, stored or otherwise processed as described in Article 4.12 of the GDPR.
- 1.5. **Services:** services provided by RIFF, including IT services, online marketing, search engine optimisation, customer support, development and hosting.
- 1.6. **End User:** the employee or other natural person who uses the RIFF's Services in connection with the Contract.
- 1.7. **Error:** the non-compliance of a Material associated with the Contract, or what Parties may reasonably expect from the Material.
- 1.8. **Main Contract:** any quotation, master contract and/or offer from RIFF on the basis of which the Services are delivered to Customer.
- 1.9. **Intellectual Property Rights:** all Intellectual Property Rights, including but not limited to copyrights, database rights, rights to domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights, and rights to know-how.
- 1.10. **Office Hours:** Monday to Friday, from 9.00 a.m. to 6.00 p.m. (Dutch time), excluding official Dutch public holidays.
- 1.11. **Customer Data:** all data and other information entered or stored for and during use of the Services or otherwise in connection with the execution of the Contract provided by Customer to RIFF, or by or on behalf of Customer or the End Users' results generated by the Services.
- 1.12. **Materials:** materials, other than Customer Data, provided or otherwise made available by Parties in connection with the Contract, including all websites, software, (web) applications, house styles, logos, folders, brochures, leaflets, lettering, advertisements, marketing and/or communication plans, concepts, images, texts, sketches, documentation, advice, reports, audiovisual works and (other) intellectual products, as well as preparatory material thereof and the data carriers on which the materials are stored.
- 1.13. **Contract:** the complete contract between RIFF and Customer, including the Main Contract, these general terms and conditions, additional contracts entered into between Parties (such as a service level contract or a separate processor contract), and any other written contracts and appendices.
- 1.14. **RIFF:** the RIFF group consisting of RIFF International B.V., RIFF Nederland B.V., RIFF Digital Engagement B.V., RIFF Content Marketing B.V. and RIFF Digital Marketing B.V.
- 1.15. **Sub-processor:** the party that, on behalf of RIFF, processes the personal data that is processed by RIFF on behalf of Customer.
- 1.16. **Confidential Information:** all information that is designated as confidential, or which the receiving party must

reasonably understand to be confidential in nature, including personal data processed as part of the assignment.

### Article 2. Ranking

- 2.1. The Contract can consist of several documents. In the event of inconsistencies, the following ranking applies (with the aforementioned documents taking precedence over the documents listed later):
  - a) any other written agreements made between Parties;
  - b) the Main Contract;
  - c) any Service Level Agreement entered into between Parties;
  - d) these general terms and conditions.
- 2.2. In the event of inconsistencies between the general provisions in Chapter 1 of these general terms and conditions and the following chapters, the chapter that relates to the relevant part of the Services takes precedence.
- 2.3. In so far as the various parts of the Contract do not contain inconsistencies, they are supplementary to each other.

### Article 3. Commencement of the Contract

- 3.1. The Contract commences on the date indicated in the Main Contract, or on the date of acceptance by Customer if no effective date is specified in the Main Contract.
- 3.2. If Customer consists of several legal persons or legal entities, they are jointly and severally liable for the obligations arising from the Contract.
- 3.3. All RIFF offers are without obligation and valid for up to thirty days from the date stated in the quotation or offer. RIFF is not obliged to accept an acceptance after this period has expired, but if RIFF proceeds to do so, the offer will still be considered accepted.
- 3.4. If RIFF has made an offer based on information from Customer and this information appears to be incorrect or incomplete, then RIFF has the right to dissolve the Contract or to adjust the offer and prices accordingly, even after entering into a Contract.
- 3.5. If Customer does not formally agree with RIFF's offer, but nevertheless creates the impression it does (for example, by having RIFF carry out certain work activities), the offer is also considered accepted and a Contract is therefore entered into.
- 3.6. In deviation from the provisions of Article 6:225 Paragraph 2 of the Burgerlijk Wetboek (BW) [Dutch Civil Code], RIFF is not bound by a deviating acceptance of the offer made, even when the deviation concerns minor aspects of the offer.
- 3.7. Customer may request RIFF perform certain Services at its own initiative. RIFF has the right in all cases to refuse such requests from Customer.

### Article 4. Execution of the Contract

- 4.1. After commencement of the Contract, RIFF shall endeavour to execute the Contract within the agreed time frame, or within a reasonable period if no time frame has been agreed.
- 4.2. RIFF reserves the right to deliver work activities under the Contract in phases due to the nature of those work activities, in so far as that is possible.
- 4.3. RIFF has the right to engage third parties to execute the Contract. Any costs related to this will only be borne by Customer if agreed in advance.
- 4.4. Should the third party involved act as a Sub-processor, RIFF shall inform Customer as soon as possible. Customer has the right to object in writing to any Sub-processor(s) that is/are new or changed and within two weeks after sending the notification about this from RIFF. If Customer objects, both Parties shall hold a meeting to reach a solution.



- 4.5. RIFF shall also inform Customer upon request about the identity and location of the Sub-processor(s) already engaged.
- 4.6. Any (delivery) periods announced by RIFF or agreed between Parties are indicative and do not constitute a deadline.
- 4.7. In the execution of the Contract, RIFF shall take reasonable requests from Customer into account, or explain why it will not do so. If, despite this explanation, Customer insists on the execution of the request, RIFF may perform the work activities at Customer's risk (to the extent that the request is reasonably practicable).
- 4.8. RIFF's activities take place during Office Hours. Work activities outside Office Hours can take place in consultation for an hourly rate, which must be agreed upon.

#### **Article 5. Cooperation**

- 5.1. Customer shall provide at RIFF's request, all reasonable cooperation and provide all information and Materials that RIFF states are required for the execution of the Contract. Such cooperation involves, among other things, arranging and providing access to the required accounts, digital environments, facilities and physical locations.
- 5.2. If Customer does not cooperate or provide information and Materials in the manner referred to in this article, RIFF is entitled to pass on the resulting costs to Customer and to suspend execution of the Contract.
- 5.3. Customer guarantees that all information and Materials it provides to RIFF in connection with the execution of the Contract is complete, accurate and current. RIFF has the right, but not the obligation, to check this information and Materials for accuracy and completeness. In the event of defects, RIFF has the right to suspend the work activities and to pass on the resulting costs to Customer.
- 5.4. If Customer makes certain information carriers, electronic files or other Materials available to RIFF, Customer guarantees they are free of viruses, malware, defects or property rights of third parties.
- 5.5. In the case of work activities on location, Customer shall, within the framework activities of the execution of the Contract, reasonably provide all necessary access to facilities at RIFF's request.
- 5.6. Customer shall follow all reasonable instructions and advice given by RIFF in connection with the execution of the Contract.

#### **Article 6. Additional work**

- 6.1. If Customer requests additional work activities or services that fall outside the Contract, or requests additional work activities, Parties shall consult on this and RIFF can make an offer. RIFF shall only carry out the additional work after acceptance of the offer by Customer. RIFF has the right to refuse a request for additional work.
- 6.2. For any additional work that RIFF is able to demonstrate is reasonably necessary for the delivery of the Services, or where such necessity is reasonably a result of instructions from Customer, RIFF does not require permission. Such work activities are carried out on the basis of actual costs at the hourly rate RIFF applies at the time of carrying out the work activities. Other incurred costs may also be charged.
- 6.3. Refusal by RIFF to carry out any request for additional work shall under no circumstances be considered as grounds for termination or dissolution of the Contract.

#### **Article 7. Delivery of goods**

- 7.1. The risk of loss, theft, damage or misappropriation of the goods delivered under the Contract is transferred to Customer as soon as the goods have been delivered by RIFF to the agreed or specified address.
- 7.2. All goods delivered by RIFF to Customer remain RIFF's property until Customer has paid the full amount due. Customer does not have the right to resell or pledge the goods

that are subject to retention of title or to encumber them in any other way.

- 7.3. Customer shall immediately inform RIFF if a third party wishes to establish or assert rights or seize (or have seized) the items that are subject to retention of title. Customer hereby grants RIFF (or third parties designated by RIFF) unconditional and irrevocable permission to enter all locations that RIFF's property is located and to take back those goods in such a case.

#### **Article 8. Third-party products and services**

- 8.1. On behalf of Customer, RIFF can place orders with third parties for products or services if this is necessary for the execution of the Contract. Unless otherwise agreed, the related contracts are applicable between Customer and the relevant third party.
- 8.2. Additional or different terms and conditions may apply to the use of third-party products or services. These terms and conditions are available from RIFF upon request. Customer agrees with these terms and conditions in advance and is aware that the conditions can be amended in the interim.
- 8.3. The invoicing for third-party products and services can be done via RIFF or directly to Customer. If the invoicing goes through RIFF, Customer is not permitted to suspend any payment obligation as a result of non-performance by the relevant third party.
- 8.4. RIFF is in no way responsible or liable with regard to products and services supplied by third parties.

#### **Article 9. Intellectual Property Rights**

- 9.1. The Intellectual Property Rights on all Materials RIFF supplies, provides, develops or makes available under the Contract rest with RIFF or its licensors, unless explicitly agreed otherwise in writing.
- 9.2. Unless otherwise agreed in writing, and on condition Customer meets its payment obligations under the Contract, Customer will only receive non-exclusive, non-transferable and non-sub-licensable user rights for the Materials supplied, provided, developed and made available by RIFF under the Contract, and this for the duration of the Contract.
- 9.3. When Materials are developed for Customer in connection with customised projects, Customer is provided, subject to compliance with its payment obligations under the Contract, a perpetual, non-exclusive, non-transferable and non-sub-licensable user right for the agreed purpose of those Materials, unless otherwise agreed in writing. In the event of a violation of this provision, RIFF is entitled to revoke the user license with regard to the Materials.
- 9.4. All Intellectual Property Rights with regard to Materials supplied by Customer remain with Customer. RIFF will only receive the user rights to these Materials to the extent they are required for the execution of the Contract.
- 9.5. Software licenses granted to Customer under the Contract are active from the date of activation, regardless of the moment of commissioning.
- 9.6. Customer is not entitled to make changes to the software or other Materials provided by RIFF in connection with the Contract, nor is it entitled to a copy of any source code thereof, except in cases where making a copy of the source code is legally permitted.
- 9.7. Customer is not permitted to retrieve the source code by means of reverse engineering or decompilation, except to the extent this is legally permitted.
- 9.8. Customer is not permitted to remove or change any indication of Intellectual Property Rights. It is also not permitted to remove indications stating the confidential nature of RIFF Materials.
- 9.9. Amendments made to Materials supplied to Customer by RIFF shall under no circumstances lead to a joint work or derived work forms.
- 9.10. RIFF can take (technical) measures to protect the Materials or Services provided. If RIFF has taken such security



measures, Customer is not permitted to circumvent or remove this security.

- 9.11. Customer is responsible for an adequate number of licenses of the Materials made available to RIFF and guarantees that RIFF's use thereof shall not infringe on the rights of third parties. Customer indemnifies RIFF against claims made by third parties that are related to or arise from the aforementioned guarantee.
- 9.12. RIFF is permitted to use the (trade and brand) name and distinguishing marks of Customer for promotional purposes.

#### **Article 10. Customer Data**

- 10.1. All rights with regard to Customer Data, including any Intellectual Property Rights, rest with Customer. RIFF will only receive user rights to these Customer Data to the extent that they are required for the execution of the Contract.
- 10.2. If the execution of the Contract requires Customer Data to be loaded or migrated, RIFF is entitled to pass on the associated costs to Customer.
- 10.3. At the end of the Contract, and provided Customer has fully complied with its payment obligations and any other obligations arising from the Contract, RIFF may provide Customer with a copy of Customer Data including personal data in a customary file format. Customer must submit a request for this to RIFF before the date on which the Contract expires. If such a request is not made, or if RIFF has already provided the requested copy, RIFF may assume that Customer has chosen to have all Customer Data removed. RIFF is entitled to pass on all reasonable costs associated with this provision to Customer.

#### **Article 12. Confidentiality**

- 12.1. RIFF and Customer shall keep Confidential Information belonging to the other party strictly confidential and only use it to the extent that this is necessary for the execution of the Contract.
- 12.2. The receiving party ensures Confidential Information receives the same level of protection against unauthorised access or use as its own Confidential Information, and at least a reasonable level of protection.
- 12.3. Parties also impose the obligations described in this article onto their employees and, if applicable, onto third parties to whom the Confidential Information has been provided.
- 12.4. The obligations laid down in Article 12.1 do not apply in the case of information that:
  - a) is or becomes generally accessible to the public for reasons other than disclosure by the receiving party in violation of the Contract;
  - b) was already in the possession of the receiving party before it was made known to it by or on behalf of the supplying party;
  - c) is made available to the receiving party on a non-confidential basis by a source other than the supplying party; or
  - d) has been independently developed by the receiving party.
- 12.5. If a party receives an order for the release of Confidential Information from a competent authority, it has the right to proceed with the release. However, the providing party will be informed of the order as soon as possible (in advance), unless this is not permitted. If the supplying party states that it wishes to take measures against the order (for example through summary proceedings), the receiving party shall wait until the decision has been made on this, to the extent this is legally possible.

#### **Article 13. Pricing and payment**

- 13.1. All prices stated by RIFF are in Euros and do not include VAT and/or any other levies imposed by the government.
- 13.2. RIFF shall send an invoice for all amounts owed, and is entitled to invoice in advance and electronically. RIFF is

also entitled to invoice in parts. All invoices must be paid within thirty days of the invoice date.

- 13.3. If a price is based on data provided by Customer, and this data appears to be incorrect, RIFF has the right to amend the prices accordingly, even after the Contract has already come into effect.
- 13.4. RIFF is entitled to increase the prices annually, in the month of January, up to a maximum of five percent, without this being a reason for Customer to terminate the Contract.
- 13.5. RIFF is entitled to amend prices as a result of changes in legislation and regulations, without this being a reason for Customer to terminate the Contract.
- 13.6. Prices can be increased by RIFF with immediate effect in the interim due to suppliers changing their rates for products or services that are charged pro rata to Customer (such as licensing or hosting costs), without this being a reason for Customer to terminate the Contract.
- 13.7. If RIFF raises the prices outside those situations described in this article, Customer is entitled to terminate the Contract but only before the date upon which the price increase takes effect at the latest.
- 13.8. Customer is not entitled to set off any of its payment obligation against any claim it has against RIFF, for whatever reason.
- 13.9. If Customer does not agree with the content of an invoice, Customer has the right to suspend the disputed part of the invoice (but not the remainder of the invoice). If Customer does not submit a substantiated written objection within the payment term, it will be deemed to have agreed to the content of the invoice. RIFF shall assess whether or not Customer's dispute is justified as soon as possible. If the dispute proves to be unjustified, Customer shall still pay the amount as soon as possible, at the latest within seven days.
- 13.10. If Customer does not pay an invoice within the payment term, Customer is in default by operation of law, without prior notice or notice of default being required. In such a case, RIFF is entitled to charge the statutory interest for commercial transactions or (if higher) an interest of two percent per month on the amount.
- 13.11. If Customer does not pay the invoice amount after a reminder or notice of default, RIFF has the right to hand over the claim and/or suspend the Services until the outstanding amounts have been paid in full. In such a case, both the judicial and extra-judicial costs (including costs for legal support, lawyers, bailiffs and collection agencies) are to be borne by Customer.
- 13.12. If RIFF has reasonable doubt about Customer's ability to fulfil its payment obligations, RIFF is entitled to demand a bank guarantee or surety, or to claim a security deposit. The amount thereof shall not be higher than the amount Customer shall reasonably owe for six months.

#### **Article 14. Usage limits**

- 14.1. RIFF may set limits on the capacity (such as the amount of data traffic, data storage, power, computing power, etc.) that Customer may or actually can use via the Service. If Parties have not made agreements about this, a limit based on fair use shall be applied.
- 14.2. Fair use is described as Customer using a maximum of twice as much capacity as other RIFF customers in a comparable situation.
- 14.3. If RIFF determines Customer has violated the agreed capacity limits or the fair use policy described in this article, RIFF is entitled to charge additional costs for this or to restrict access to, or use of, the Service.
- 14.4. In the event that the Services are not working correctly, RIFF is not liable if RIFF determines Customer has not adhered to the fair use policy or the agreed capacity limits.

#### **Article 15. Accounts**

- 15.1. In some cases, an Account is required in order to facilitate Customer's access to the Services. If the Contract requires



this, RIFF can create an Account for or on behalf of Customer (and if necessary End Users) and provide login details (user name and password).

- 15.2. If necessary, RIFF is entitled to create and manage Accounts on behalf of Customer or its End User for third party services. In this case, login data shall be provided at the request of Customer.
- 15.3. All login data provided by RIFF in connection with the execution of the Contract are strictly personal and may not be shared with third parties.
- 15.4. RIFF may assume that everything that happens regarding the Accounts for which it has provided login information to Customer is under the direction and supervision of Customer.
- 15.5. Customer provides RIFF access to Accounts that must be managed by RIFF in connection with the Contract upon request. All actions performed by a party other than RIFF from the moment of provisioning the relevant Accounts are deemed to have been performed under the direction, responsibility and supervision of Customer.
- 15.6. RIFF is authorised, if this is part of the Contract, to communicate independently in the name of Customer and at its own discretion with Customer's customers on the registered Accounts, profiles, channels or other online presence of Customer on online platforms mentioned in the Main Contract or other (social) media.
- 15.7. Unless otherwise agreed, RIFF shall, in the cases referred to in the preceding paragraph, endeavour to respond to contact requests and interactions by Customer's customers within a reasonable period of time during Office Hours. Parties may agree on a Service Level Agreement with regard to the various registered Accounts, profiles, channels or other online presence of Customer on online platforms or other (social) media response times.

#### **Article 16. Use of equipment and room**

- 16.1. The provisions of this article apply if Customer uses RIFF (studio) equipment and/or a RIFF (studio) room.
- 16.2. Customer shall act as a good tenant and shall only use the equipment and/or (studio) room made available for the agreed purpose.
- 16.3. Customer may only use the equipment at the agreed location(s) within the Netherlands, subject to prior written permission from RIFF.
- 16.4. If Customer uses a RIFF (studio) room, Customer shall always strictly follow the local house rules and instructions of RIFF.
- 16.5. Customer is expressly not permitted to transfer the equipment and/or (studio) room made available by RIFF, or to make it available to a third party, to sub-let it, to pledge it or to encumber it in any other way.
- 16.6. Customer is expressly not permitted without written permission from RIFF to make changes or have them made, or to have repairs or maintenance work activities carried out on the equipment and/or (studio) room that has been made available.
- 16.7. Customer is expressly not permitted to cause nuisance or inconvenience to RIFF or third parties.
- 16.8. The risk of loss, theft, damage or misappropriation of equipment rests with Customer during the entire rental period. The costs for Customer to keep the equipment adequately insured (which it must do) are to be borne by Customer during the term of the Contract.
- 16.9. Customer is fully liable for the use of the equipment and/or (studio) room made available by RIFF. Customer must report any damage to the rented property to RIFF in writing immediately.
- 16.10. To the extent permitted by law, Parties agree the applicability of Article 7:203-211 of the BW is excluded.

#### **Article 17. Training courses and workshops**

- 17.1. This article applies if Customer purchases Services involving education, courses, workshops, training, seminars and the like from RIFF.
- 17.2. Unless the training takes place at a location designated by RIFF, Customer shall ensure the availability of a suitable room and the facilities required for the training.
- 17.3. Customer must, with the help of the information provided by RIFF, check whether the level of the participants is suitable for the training.
- 17.4. Unless the training is developed for a specific Customer, RIFF reserves the right to change the location of training courses or to combine training courses.
- 17.5. Cancellation of the training, or absence of participants, shall in no way result in an obligation for RIFF to refund the amount agreed for the training.
- 17.6. Documentation and training material is not included with the training, unless otherwise agreed.

#### **Article 18. Advisory services**

- 18.1. RIFF shall endeavour to ensure that all advice, information, data and reports provided under the Contract are up-to-date and accurate, but does not accept any risk for any use that Customer wishes to make of this.
- 18.2. Advice, information, data and reports that are provided are only to be used by Customer for its own use, unless otherwise agreed.
- 18.1. RIFF provides reports or data overviews if this is a standard part of the service provided or Parties have agreed this in writing.
- 18.2. The form and frequency of reports or data overviews is laid down in the Contract.
- 18.3. RIFF cannot guarantee that any (automated) data overviews supplied under this Contract are completely free of Errors.

#### **Article 19. Search engine optimisation**

- 19.1. This article applies to the Contract if Customer purchases search engine optimisation services.
- 19.2. RIFF shall endeavour to optimise Customer's website in order to increase the visibility and findability of Customer's website with regard to agreed search engines.
- 19.3. In view of the many variables involved, such as the degree of effort regarding search engine optimisation of Customer's competitors and the management of the search engine itself, RIFF cannot guarantee the effectiveness of the search engine optimisation and the resulting findability of Customer's website in search results.
- 19.4. Unless otherwise agreed, RIFF shall not provide paid services in Customer's name in connection with search engine optimisation.

#### **Article 20. Liability**

- 20.1. RIFF is only liable to Customer for direct damage as a result of an attributable failure to comply with this Contract.
- 20.2. RIFF's liability for indirect damage is excluded. For the purposes of this Contract, indirect damage is understood to mean: loss of profit, missed savings, reduced goodwill, loss of data, damage due to non-achievement of marketing objectives, damage related to the use of data or data files prescribed by Customer, or loss, mutilation or destruction of data or data files and damage due to business interruption.
- 20.3. Without prejudice to the above, the RIFF's annual liability for direct damage is limited to the amount (excluding VAT) Customer has paid to RIFF pursuant to the Contract during six months prior to the event that caused the damage. RIFF is in no way liable for any amount higher than the amount paid out by its insurer, plus the deductible.
- 20.4. Any limitation of liability agreed between Parties shall lapse if and to the extent that the damage is the result of intent or wilful recklessness on RIFF's part, or death or physical injury.



- 20.5. A condition for the existence of any right to compensation is that Customer reports the damage to RIFF in writing within 30 days after discovery.
- 20.6. Customer indemnifies RIFF against any claims from third parties that arise from a violation of the Contract by Customer.
- 20.7. An administrative fine imposed on Customer can never be recovered from RIFF if the relevant authority has taken into account the degree of culpability of both Parties when imposing the administrative fine and has imposed it on one or both Parties in accordance with the fine(s).

#### **Article 21. Force Majeure**

- 21.1. RIFF cannot be required to fulfil any obligation under the Contract if fulfilment is prevented as a result of force majeure. Furthermore, RIFF can not be held liable for any damage that results from this.
- 21.2. Force majeure is described as, but is not limited to, events such as power outages, internet outages, disruptions to the telecommunications infrastructure, network attacks (including (d)dos attacks), attacks due to malware or other malicious software, internal disturbances, mobilisation, war, terror, strikes, staff shortages, import and export barriers, stagnation in the supply chain, fire and floods.
- 21.3. If a force majeure situation has lasted longer than ninety days, both Parties have the right to terminate the Contract in writing immediately.

#### **Article 22. Personnel and competition**

- 22.1. Customer is not permitted to hire RIFF's employees or to have them work for RIFF, directly or indirectly, for one year after leaving RIFF without RIFF's written permission, as long as the Contract continues, and one year after its termination.
- 22.2. In this context, RIFF employees are understood to mean persons who are employed by RIFF or a RIFF-affiliated company or who were employed by RIFF or a RIFF-affiliated company no longer than one year ago, irrespective of the reason for no longer working there.
- 22.3. In the event of non-compliance by Customer with the aforementioned prohibition, Customer will owe RIFF an immediately due and payable penalty of €25,000 without prejudice to RIFF's right to claim compensation if the actual damage suffered exceeds the penalty payable by Customer.
- 22.4. RIFF is free to deliver its services, to third parties other than Customer, even if these third parties are competitors of Customer. RIFF is thereby permitted to make use of the knowledge acquired by RIFF during the execution of the Contract with Customer, provided that Customer's Confidential Information is not used.

#### **Article 23. Duration and termination**

- 23.1. The term of a Contract in connection with a clearly defined project ends by operation of law upon completion of that project.
- 23.2. The duration of a continuing performance contract is laid down in the Contract. If no term is specified in the Contract, the Contract is deemed to have been entered into for an initial period of twelve months.
- 23.3. If the Contract has been entered into for a definite period of time, neither party is permitted to terminate the Contract prematurely, except for the situations described in the Contract.
- 23.4. If a continuing performance contract has been entered into for a definite period of time, or is deemed to have been entered into for a period of twelve months as referred to in Article 23.2, it will automatically be converted into an indefinite-term contract at the end of the initial term, unless Customer terminates the Contract at least one month before the end of the continuing performance contract.

- 23.5. In the case of a Contract for an indefinite period, both Parties may terminate the Contract in writing after an initial period of twelve months or after the conversion as referred to in the previous paragraph, with due observance of a notice period of two months.
- 23.6. If the Contract extends to the allocation of project hours that can be used by Customer, these project hours are valid for a duration of one month, unless Parties have agreed otherwise. Unspent project hours cannot be transferred to another contract or party. The planning of deployment of project hours shall always take place in consultation.
- 23.7. RIFF may immediately suspend or terminate the Contract in writing, without a notice of default being required if:
  - a) Customer acts contrary to the Contract or the applicable laws and regulations;
  - b) Customer has applied for or has been granted bankruptcy, Customer has requested or has been granted suspension of payment, the business activities of Customer are being terminated, or the business of Customer is being liquidated.
- 23.8. When RIFF suspends compliance with the Contract, it retains its claims under the Contract and the applicable laws and regulations.
- 23.9. In the event the Contract is terminated, RIFF's claims against Customer are immediately due and payable.
- 23.10. If the Contract is dissolved, Customer will continue to owe the amounts already invoiced and there will be no obligations to undo. Customer can only dissolve the part of the Contract that has not yet been performed by RIFF.
- 23.11. Customer is responsible for terminating and/or revoking the authorisations, access codes or accounts assigned to RIFF. Immediately upon termination of the Contract, Customer must arrange for the termination or revocation by RIFF by means of a detailed description of the actions to be taken by RIFF for this purpose.
- 23.12. Upon termination of a Contract, any additional work as referred to in Article 6 may still be invoiced to Customer. Project hours not used by Customer shall not be credited.

#### **Article 24. Amendments**

- 24.1. RIFF has the right to amend (parts of) these general terms and conditions in the interim. RIFF will inform Customer of any amendments at least two months in advance.
- 24.2. If an amendment to the general terms and conditions announced by RIFF negatively influences the position of Customer, Customer may object to this in writing, stating the reasons. In the event of an objection, RIFF may reconsider the amendment and decide to withdraw it in whole or in part.
- 24.3. If RIFF decides to implement the amendment despite the objection of Customer, Customer has the right to terminate the Contract at the latest on the date upon which the amendment comes into effect with due observance of a notice period of one month.
- 24.4. If Customer does not object to the proposed amendment within one month after RIFF has provided a written statement of explanation, Customer is deemed to have agreed to the amendment.
- 24.5. Amendments of minor importance, amendments that are necessary due to changed laws and regulations, and amendments that are to the advantage of Customer, can be implemented by RIFF without notice. In the event of such amendments, Customer does not have the right to object and/or terminate the Contract.

#### **Article 25. Jurisdiction and applicable law**

- 25.1. The Contract is governed exclusively by Dutch law.
- 25.2. Any disputes arising from or related to the Contract shall be submitted to the competent court in the district that RIFF is established.



#### **Article 26. Final provisions**

- 26.1. Neither party is permitted to transfer the rights and obligations arising from this Contract to a third party without written permission from the other party.
- 26.2. Contrary to the foregoing, RIFF has the right to transfer, without permission being required, its rights and obligations from the Contract to a parent, sister, subsidiary or third party that takes over the Services or the relevant business activities from RIFF. RIFF shall inform Customer if such a transfer has taken place as soon as possible.
- 26.3. If any provision in the Contract becomes null and void, voidable or otherwise found to be invalid, this will not affect the validity of the rest of the Contract. In this case, Parties shall replace it/them with a new provision/new provisions that give shape to the intention of the original provision as much as legally possible.
- 26.4. The term "in writing" used throughout this Contract also includes communication by email, provided the identity of the sender and integrity of the content are sufficiently established.
- 26.5. The administration, communication and log files belonging to RIFF take precedence, subject to proof to the contrary by Customer.

#### **Chapter 2. Customisation and development**

*The provisions in this chapter, "Customisation and development" apply if RIFF provides services concerning the development of Materials.*

#### **Article 27. Execution of customisation and development**

- 27.1. Prior to carrying out the work activities, Parties shall record in writing how and in accordance with which method the work activities are to be carried out and which specifications the Materials to be developed must meet.
- 27.2. RIFF shall make every effort to keep Customer informed about the progress of the development work activities while the work activities are carried out.
- 27.3. RIFF shall deliver the developed Materials to Customer if, in their professional opinion, they meet the predetermined requirements and/or are suitable for use.
- 27.4. RIFF makes every effort to develop the Materials as well presented and error-free as possible, but cannot guarantee that the Materials are free or shall be free from Errors at any time.
- 27.5. If it has been agreed that the Intellectual Property Rights for the developed Materials shall be transferred to Customer, all Materials developed by RIFF shall nevertheless remain RIFF's property until Customer has paid the full amount due. Customer does not have the right to resell or pledge the Materials subject to retention of title, or to encumber them in any other way.
- 27.6. Customer indemnifies RIFF against all claims from third parties with regard to use of the Materials developed by RIFF by, on behalf of, or with the approval of Customer.

#### **Article 28. Materials belonging to third parties**

- 28.1. RIFF has the right to make use of Materials belonging to third parties in the development work activities. The costs associated with normal use of these Materials belonging to third parties will be borne by Customer.
- 28.2. RIFF has the right to use open source software in the development work activities provided this does not mean the Materials developed must also be distributed under an open source license.
- 28.3. After delivery of the Materials, the fulfilment of any conditions associated with the Materials belonging to third parties rests entirely with Customer.

#### **Article 29. Acceptance and delivery**

- 29.1. Customer shall evaluate the developed Materials within 14 days of delivery and then accept them or reject them in

writing with an explanation. Customer shall only reject delivered Materials if they do not meet the previously agreed specifications.

- 29.2. Customer shall not reject the delivered Material due to minor defects that do not prevent its operational use. After Customer has reported minor defects, RIFF shall endeavour to resolve these defects within a reasonable period of time.
- 29.3. Developed Materials are considered accepted if Customer:
  - a) accepts the developed Material;
  - b) puts the developed Material into operational use; or
  - c) does not reject the developed Material in writing and with an explanation within the aforementioned period.
- 29.4. If the Material is delivered in phases, Customer must give the approval or rejection of the part of the Material delivered in each phase upon completion of each phase. Customer may not base an approval or rejection in a later phase on aspects that have been approved in an earlier phase.
- 29.5. If Customer rejects the developed Material, RIFF shall endeavour to remedy the reason for rejection within a reasonable period of time. RIFF can do this by stating reasons why the reason for rejection does not apply, or by revising the Material. Customer shall then re-evaluate the Materials in accordance with the procedure described above.
- 29.6. If Customer continues to reject the delivered Material in whole or in part after revision or receiving an explanation, RIFF is entitled to charge additional costs for all subsequent revisions.
- 29.7. If, after at least one revision round, either party states that further revisions are no longer considered useful, both Parties are entitled to terminate the Contract (or the part thereof that relates to development). In that case, Customer is only obliged to reimburse the costs incurred by RIFF and work activities already performed, but Customer is not entitled to (continue to) use the Materials.
- 29.8. After acceptance of the Materials by Customer, RIFF's liability for any defects in the delivered Materials lapses, except to the extent that explicit guarantees have been issued by RIFF.

#### **Article 30. Video**

- 30.1. The provisions of this article only apply if and to the extent RIFF provides Customer with video development services, such as recording webinars.
- 30.2. By way of derogation from Article 9, provided it complies with its payment obligations under the Contract, unless otherwise agreed in writing, Customer obtains a non-exclusive, non-transferable and non-sub-licensable right of use for Materials manufactured in connection with video development services for a duration of twelve months.
- 30.3. Customer must be present during all recording times. If Customer is not present, contrary to Article 29, all of the recorded and delivered Material will be considered immediately accepted and the possibility of having feedback on the created Material will lapse, as well as RIFF's liability for any defects in the delivered Material, except to the extent that explicit guarantees have been issued by RIFF.
- 30.4. Contrary to the provisions of Article 29, a maximum of one revision round shall take place with regard to the delivered videos, unless explicitly agreed otherwise in writing.
- 30.5. Customer always receives a final product as a delivery and no raw materials and/or working files, unless explicitly agreed otherwise in writing.
- 30.6. In addition to Article 21, the following cases shall be considered as force majeure:
  - a) postponement of video recordings due to unforeseen weather conditions; and
  - b) illness involving RIFF's employees involved in the video recordings.



30.7. Contrary to Article 23, Customer may, as long as the agreed work activities have not yet commenced, terminate the part of the Contract that concerns the provision of video development services. In such a case, unless Parties have agreed otherwise in writing, fifty percent of the agreed amount that Customer would have to pay for the video development services is charged. If such cancellation takes place within forty-eight hours before the start of the agreed work activities, the full agreed amount will be charged.

### **Chapter 3. Online services**

*The provisions included in this chapter apply if RIFF provides online Services such as hosting, the hosting and/or managing of (downloadable) content, streaming recordings for Customer as a webinar, and/or related Services such as registering domain names and/or if RIFF performs online maintenance and management services.*

#### **Article 31. Usage rules**

- 31.1. Customer guarantees that the Services shall not be used by Customer or Customer's End Users for activities that are in violation of any applicable laws or regulations. In addition, it is expressly prohibited (regardless of whether this is lawful or not) to offer or distribute Materials through the Services that:
- contain malicious content (such as malware or other harmful software);
  - infringe the rights of third parties (such as Intellectual Property Rights), or are unmistakably libellous, defamatory, offensive, discriminatory or hate speech;
  - contain information about or may be helpful in violating the rights of third parties, such as hacking tools or explanation about computer crime that is intended to make the reader commit criminal behaviour (or have criminal behaviour committed) and not to be able to defend against it;
  - constitute a violation of the privacy of third parties, including in any case but not limited to the distribution of personal data of third parties without foundation;
  - contain hyperlinks, torrents or references with (locations of) Materials that infringe copyright or other Intellectual Property Rights; or
  - contain child pornography, bestiality pornography or animations thereof, or are apparently aimed at helping others find such Materials.
- 31.2. Customer refrains from hindering other RIFF customers or damaging the systems and networks belonging to RIFF or others. It is forbidden to start up processes or programmes that Customer knows or should reasonably suspect would impede or damage RIFF or others.
- 31.3. If, in RIFF's opinion, nuisance, damage or other danger arises from the operation of the systems or networks belonging to RIFF or third parties, for example through the excessive sending of emails, (d)dos attacks, poorly protected systems, or activities due to malware or other harmful software, RIFF is entitled to take all measures that it deems reasonably necessary to avert or prevent this danger.
- 31.4. RIFF may pass on the reasonably necessary costs associated with the measures referred to in the previous paragraph to Customer if the danger is caused by or is specifically aimed at Customer's systems.

#### **Article 32. Notice-and-takedown**

32.1. If RIFF ascertains, or whether it is pointed out by a third party, that Customer is storing or distributing unlawful Materials using the Services, or that by using the Services is otherwise acting unlawfully or contrary to the Contract, RIFF may block access to the relevant Materials and/or Services, or delete the relevant Materials without having to

make a backup. RIFF shall endeavour not to touch any other Materials and shall inform Customer as soon as possible of the measures taken.

- 32.2. RIFF is entitled to transfer the name, address and other identifying information of Customer and/or End Users to a third party who complains that Customer and/or the relevant End User has infringed its rights, provided the applicable legal requirements that follow from case law are met.
- 32.3. RIFF may at any time make a declaration of suspected criminal offences that have been established and shall cooperate with authorised orders from courts or government agencies.
- 32.4. RIFF strives to act as carefully and adequately as possible after complaints about Customer and/or End Users, but is not liable for any damage resulting from the measures taken in accordance with this article.

#### **Article 33. Availability**

- 33.1. RIFF shall endeavour to ensure uninterrupted availability of the Services, but only guarantees this if this has been agreed in the Contract.
- 33.2. Unless this has been agreed in the Contract, RIFF is not obliged to back up Customer's data or to restore data at Customer's request (for example, if Customer has accidentally deleted certain data).

#### **Article 34. Implementation of management and maintenance**

- 34.1. Customer is at all times responsible for timely reporting of observed Errors in anything RIFF must manage or maintain for Customer under the Contract.
- 34.2. RIFF shall make every effort to resolve any Errors that are detected or reported as quickly as possible. Any further agreements in this regard can be laid down in a Service Level Agreement to be entered into separately.

#### **Article 35. Maintenance and updates**

- 35.1. Performing maintenance work activities may result in (parts of the) Services being temporarily unavailable or only being usable to a limited extent only. If RIFF anticipates that certain maintenance activities shall result in total or partial non-availability, RIFF shall endeavour to perform the work activities at times when the use of the (parts of the) Services is limited.
- 35.2. RIFF shall endeavour to notify Customer of planned maintenance work activities at least two working days in advance. However, emergency maintenance can be carried out at any time, even without prior notice to Customer.
- 35.3. RIFF is not obliged to provide support with regard to old versions of software for which an update has already been rolled out.

#### **Article 36. Domain names**

- 36.1. RIFF can request a domain name on behalf of Customer, at the request of Customer and for a fee. The application and allocation procedure for domain names is subject to the rules and procedures of the registering authority (the registry), such as Stichting Internet Domeinregistratie Nederland (SIDN) for .nl domain names. The relevant authority decides whether or not to assign the domain name.
- 36.2. RIFF plays only a mediating role in the application process. Because there may be rights of third parties involved, RIFF cannot guarantee the right of registered domain names to exist or their continuity.
- 36.3. When using the domain name, Customer must comply with all laws and regulations and all conditions set by the registering authorities. In particular, when registering domain names, the terms and conditions of the registering authority apply. The use is entirely the responsibility of Customer. Customer indemnifies and compensates RIFF for all damage related to the use of the domain name by or on behalf of Customer.



- 36.4. If the requested domain name is registered, RIFF shall send a confirmation email to Customer about this. Customer can only determine that the domain name has been successfully registered from this confirmation email. An invoice for registration costs is not confirmation of registration.
- 36.5. Customer agrees that any disputes can be settled via the Dispute Resolution Policies (DRP) of the registering authority, such as SIDN's "Dispute Resolution Regulations for .nl Domain Names".
- 36.6. In the event that a domain name is terminated by Customer or because of a decision concerning a domain dispute, Customer is not entitled to a replacement domain name or refund.
- 36.7. Customer always informs RIFF in writing immediately, but in any case within 5 calendar days, of amendments with regard to the details of the domain holder.
- 36.8. RIFF has the right to make the domain name inaccessible or to block it, or to place it in its own name if Customer fails to fulfil its obligations under the Contract and does not repair this shortcoming within 14 days after proof of default by RIFF.
- 36.9. If the Contract is terminated or dissolved due to breach of contract by Customer, RIFF has the right to terminate the domain names of Customer, without being liable for any damage resulting from this.

#### **Article 37. Lead Generation**

- 37.1. This article applies to the Contract if Customer purchases Services involving RIFF generating leads and Customer Data for Customer through the publication of downloadable Material.
- 37.2. In compiling the relevant Materials, RIFF may use Materials and promotional materials made available by Customer, such as texts and logos. Customer indemnifies RIFF against all claims from third parties regarding the content of the Materials that have been made available.
- 37.3. The entire (quality of) the hosted Material falls under the responsibility of Customer, unless Parties have agreed RIFF will deliver the content in connection with the Contract.
- 37.4. RIFF provides no guarantees about the number of leads generated through the service.

### **Chapter 4: Privacy and security**

*The provisions included in this chapter, "Privacy and security" apply if RIFF processes personal data for Customer.*

#### **Article 38 Processing personal data**

- 38.1. Where terms used in this article correspond to definitions from Article 4 of the GDPR, these terms will be assigned the meaning of the definitions recorded in the GDPR.
- 38.2. RIFF processes personal data provided by or via Customer exclusively on the instructions of Customer within the framework of the execution of the Contract and for the purposes determined in writing with further approval, and thereby acts in accordance with the GDPR.
- 38.3. The processing relates to the processing objectives set by Customer with regard to the categories of personal data and data subjects as described in the Main Contract.
- 38.4. RIFF shall endeavour to take appropriate technical and organisational measures to protect personal data that are processed for the benefit of Customer against loss or any form of unlawful processing.
- 38.5. RIFF shall use the anonymised data for analytical and statistical purposes to improve its own services. RIFF shall only carry out the other processing on and in accordance with the written instruction of Customer. RIFF shall not further process the personal data for its own purposes.

- 38.6. RIFF shall inform Customer if, in its opinion, instructions are contrary to the applicable legislation with regard to the processing of personal data or are otherwise unreasonable.
- 38.7. RIFF shall, if this is reasonably within its sphere of influence, provide assistance to Customer in fulfilling its legal obligations. This concerns the provision of assistance in the fulfilment of its obligations under Articles 32 to 36 of the GDPR, such as the provision of assistance in carrying out a Data Protection Impact Assessment (DPIA) and prior consultation on high-risk processing. RIFF may charge the costs incurred for this to Customer.

#### **Article 39 Obligation concerning processing**

- 39.1. After discovering a Data Leak, RIFF shall inform Customer of this without unreasonable delay. In addition, RIFF shall take reasonable measures to limit the consequences of the Data Leak and to prevent further and future Data Leaks. The notification to Customer includes, if known at that time, but in any case:
- the nature of the Data Leak;
  - the (expected) consequences of the Data Leak;
  - which categories of personal data have been affected by the Data Leak;
  - whether and how the relevant personal data was secured;
  - the (proposed) measures to limit the consequences of the Data Leak or to prevent further Data Leaks;
  - the categories of data subjects;
  - the (estimated) number of data subjects; and
  - any contact details for following up the report.
- The notification shall be made to the contact person known by RIFF.
- 39.2. In the event that a data subject submits a request to RIFF for the exercise of his/her legal rights arising from Chapter 3 of the GDPR, RIFF shall forward the request to Customer and inform the data subject thereof. Customer shall then handle the request independently.
- 39.3. In the event that a data subject submits a request for the exercise of one of his/her legal rights to Customer, RIFF shall, if Customer so requests, cooperate to the extent that this is possible and reasonable. RIFF may charge Customer reasonable costs for this.
- 39.4. RIFF shall impose corresponding obligations on the Sub-processors engaged by it as agreed between Customer and RIFF in this chapter.
- 39.5. RIFF may process the personal data in countries within and outside the European Economic Area, provided these third countries and/or Sub-processors guarantee an adequate level of security. Customer hereby authorises RIFF, where necessary, to enter into a model contract for transfer from a controller established within the EU to a processor in a third country in accordance with the Commission Decision of 5 February 2010 (2010/87/EU).
- 39.6. RIFF shall inform Customer, if Customer explicitly so requests, to which third country or to which third countries the personal data shall be transferred, unless a provision of Union or Member State law requires it to be processed. In this case, RIFF shall notify Customer of that legal requirement prior to processing, unless such legislation prohibits such notification for important public interest reasons.

#### **Article 40 Audit**

- 40.1. Customer has the right to check RIFF's compliance with the obligations of this chapter. In the event of a reasonable and well-founded suspicion of a violation of this article, Customer can have this checked a maximum of once a year by an independent third party who is bound by confidentiality. If a check has already been carried out by



an independent third party in one year, it is sufficient, contrary to what is provided for in this paragraph, to grant access to the relevant parts of the report if, within the same year, such a check is requested.

- 40.2. RIFF and Customer jointly decide on the date, time and scope of the check. The check and the results thereof are classified as Confidential Information.
- 40.3. The costs of the check described in this article shall be borne by Customer, unless and to the extent that this check shows RIFF has culpably failed to meet its obligations described in this chapter. In that case, the costs of the check will be borne by RIFF.