

# General Terms and Conditions - Let's Get Digital

1 January 2021

Let's Get Digital is a platform that enables companies to remotely organise a complete event experience. You will find the General Terms and Conditions below. These will always apply when you use the offers or services from Let's Get Digital.

## Article 1. Definitions

- 1.1. **Account:** the personal account of the Purchaser or End User whereby he or she acquires access to the Service.
- 1.2. **General Terms and Conditions:** the present General Terms and Conditions.
- 1.3. **Application:** the application or the computer software, intended for end users, in which the digital environment of Let's Get Digital is delivered.
- 1.4. **Let's Get Digital:** established at Atoomweg 2H, 9743 AK Groningen and registered with the Chamber of Commerce under number 74795597, also to be found at <https://letsgetdigital.io/>.
- 1.5. **Service(s):** the services as described in the Agreement.
- 1.6. **End User:** the ultimate user of the Application as visitor to a digital event of the Client.
- 1.7. **Product(s):** the products as described in the Agreement.
- 1.8. **Intellectual Property Rights:** the (intellectual property) rights including, but not limited to, copyright (of course including the copyright vested in the software), database rights, domain names, trade name rights, trademark rights, design rights, related rights, patent rights, as well as know-how rights.
- 1.9. **Offer:** an offer In Writing from Let's Get Digital. If signed, the Offer can apply as the Agreement.
- 1.10. **In Writing:** in writing also includes in these general terms and conditions communication by email or fax provided that the identity of the sender and the integrity of the contents are sufficiently ascertained.
- 1.11. **Client:** the natural person or legal entity, whether or not acting in the course of a profession or business, who/which has concluded an Agreement with Let's Get Digital.
- 1.12. **Delivery:** takes place after approval from the Client, after putting into operation by the Client, or by means of notification of the Client, following which a response from the Client has not been forthcoming within 7 days after notification.
- 1.13. **Agreement:** the Agreement between Parties on the basis of which Let's Get Digital delivers its Products and Services to the Client, which the General Terms and Conditions form an integral part of. If signed, the Offer can apply as the Agreement.
- 1.14. **Party/Parties:** Let's Get Digital and the Client jointly or individually.
- 1.15. **Confidential:** confidential and not intended for further disclosure or dissemination. Also non-public information related to a Party and information regarding which a Party states that this information is Confidential or which, by the nature of the information, or under the circumstances in which the disclosure takes place, must be dealt with as Confidential.
- 1.16. **Employee:** the person employed by one of the Parties, or as the case may be who executes work on the basis of an assignment for the Party concerned.

**Article 2. Applicability and interpretation**

- 2.1. The General Terms and Conditions apply to all tenders including Offers from Let's Get Digital, the execution of work by or in the name of Let's Get Digital and the performance of (future) Agreements.
- 2.2. The applicability of any purchase or other terms and conditions of the Client is expressly excluded.
- 2.3. Derogations from and addendums to these General Terms and Conditions will only be valid if these have been agreed In Writing between parties.
- 2.4. In the event that in addition to these General Terms and Conditions also specific product, offer and services terms and conditions apply, those terms and conditions will also apply.
- 2.5. If any provision of the Agreement is null and void or declared void, the remaining provisions of the General Terms and Conditions will remain in full effect. Parties will replace the null and void or voided provisions by new provisions, in the course of which the objective and the meaning and effect of the null and void or voided provisions will be observed as much as possible.
- 2.6. The administrative records of Let's Get Digital are the guiding principle, with the exception of proof to the contrary from the Client.
- 2.7. In the event of any conflict between various documents the following order of priority will apply:
  - a. additional arrangements In Writing and signed;
  - b. approved Offer;
  - c. processing agreement;
  - d. Service Level Agreement;
  - e. General Terms and Conditions.

**Article 3. Coming into effect of the Agreement**

- 3.1. All Offers and other tenders from Let's Get Digital are without obligation and are valid for 30 days. Let's Get Digital will not be obliged to deal with an acceptance after the expiry of this period, but if Let's Get Digital does proceed with this, the Offer or the tender will still apply as accepted.
- 3.2. The Agreement comes into effect by means of the signing of the Offer by the Client.
- 3.3. If the Client does not expressly state to approve the Offer or the tender, but nevertheless agrees thereto, or creates the impression that Let's Get Digital executes work or delivers products, which fall within the description of the Offer or the tender, the Offer or the tender will be regarded as accepted. This will also be the case if the Client requests that Let's Get Digital executes specific work or delivers products without waiting for an Offer.

**Article 4. Duration and termination of the Agreement**

- 4.1. The duration of the Agreement is recorded in the Agreement. If no duration is included, the Agreement will be entered into for the duration necessary for the purpose of the delivery of the products or services. This will usually be until 3 months after the end of the last event for which an Let's Get Digital Application has been used.
- 4.2. The Client cannot terminate the Agreement in the interim.
- 4.3. Parties are permitted to suspend or cancel the Agreement at any time, regardless of the previous subclause, if:

- a. the other Party is declared insolvent;
  - b. moratorium is granted to the other Party;
  - c. the company of the other Party is dissolved or goes into liquidation;
  - d. attachment is levied on (a part of) the assets of the other Party.
- 4.4. If the Client is in default with regard to an essential obligation vis-à-vis Let's Get Digital, Let's Get Digital will be entitled to suspend or cancel the Agreement.
- 4.5. The Agreement will be automatically terminated after the expiry of the duration of the Agreement.
- 4.6. The obligations that by their nature are intended to continue after the end of the Agreement, will also remain in full effect after the end of this Agreement, and will apply to the Client and the Client's successors in title.

**Article 5. Performance of the Agreement**

- 5.1. Following the coming into effect of the Agreement, or on the date or at the time as agreed in the Agreement, Let's Get Digital will make endeavours to start the performance thereof as soon as possible.
- 5.2. The Client will be obliged to do and omit all that which is reasonably necessary and desirable to make the correct execution of the assignment possible in a timely manner. In particular, the Client will be responsible for ensuring that all data, which Let's Get Digital states are necessary, or which the Client is reasonably ought to understand are necessary, for the execution of the assignment, will be provided in a timely manner to Let's Get Digital.
- 5.3. The Client will be responsible for ensuring that all (technical) information, decisions and data that are, according to the Client, necessary for the performance of the Agreement, will be provided to Let's Get Digital in a timely manner. The Client will be responsible for the accuracy and completeness thereof. This also includes, but is not limited to, meeting permit applications and other legal requirements.
- 5.4. If and insofar as required for the proper performance of the Agreement, Let's Get Digital has the right to engage third parties during the performance of the Agreement. The General Terms and Conditions also apply to the work executed by third parties in the context of the Agreement. These third parties will not be authorised to represent.

**Article 6. Amendment of the Agreement**

- 6.1. If the Client would like an amendment of the Agreement, the Client can submit a request for this. The procedure and terms and conditions for amendment are the same as those for the coming into effect of the Agreement, unless stated otherwise.
- 6.2. The Client must immediately inform Let's Get Digital In Writing of any change of name, place of business, or registered office, respectively invoice address, or legal form. Let's Get Digital can set out additional terms and conditions concerning the acceptance of the consequences of such a change.
- 6.3. Let's Get Digital retains the right to unilaterally amend or add to the Agreement, also with regard to Agreements that are already in existence. Contractual amendments apply with regard to Agreements already concluded, with due regard to a period of 30 days after notification In Writing of the amendment.
- 6.4. If the amendment(s) has/have a considerable negative impact on (the application of) the Services referred to, or as the case may be on the position of the Client, the Client can cancel the Agreement, subject to the condition that the notification for this will be received by Let's Get Digital prior to the date on which the amendment commences.

- 6.5. Amendments of minor significance, amendments on the basis of the law and amendments that are to the advantage of the Client can be implemented at any time.

**Article 7. Contract extras**

- 7.1. All amendments of the performance of the Agreement, either upon the request from the Client, or as a result of the fact that due to whatsoever circumstances another performance is necessary, will be regarded as contract extras if extra costs are attached thereto. These General Terms and Conditions apply to contract extras.
- 7.2. If contract extras are executed upon the request, or with permission, from the Client, the Client will pay for the contract extras. Let's Get Digital will be permitted to refuse to meet such a request, or as the case may be to enter into consultation.
- 7.3. The Client accepts that contract extras can result in delay in the Delivery of Products and Services, also if a time for Delivery has been agreed. The Client does not have the right to compensation for this delay.
- 7.4. The fact that during the performance of the Agreement (the demand for) contract extras occur(s) will never be a ground for the Client for annulment or termination of the Agreement.
- 7.5. Cost increasing circumstances that cannot be attributed to Let's Get Digital will be settled as consisting of contract extras. Let's Get Digital will inform The Client as soon as possible of this.

**Article 8. Application**

- 8.1. Let's Get Digital develops a tailor-made Application for iOS and Android and offers this Application free of charge for downloading in the Apple Store and Android Playstore. Let's Get Digital does not guarantee that the App will be accepted in the Apple Store or Android Playstore.
- 8.2. The user must have a mobile device that is compatible with the Application to be able to use the Application of Let's Get Digital. Let's Get Digital does not guarantee that the App is compatible with every iOS or Android device.
- 8.3. The Purchaser will state on its website and in its communications that the Application delivered by Let's Get Digital is the official and also exclusive Application of the Purchaser for the mobile phone and/or other mobile phone device. Let's Get Digital is permitted to state on its website and in its communications that Let's Get Digital constructs, manages and operates the event Application of the Purchaser.

**Article 9. Licences**

- 9.1. Let's Get Digital grants the Client a non-exclusive and non-transferable licence for using the Application, with due regard to the terms and conditions and limitations ensuing from the Offer, these General Terms and Conditions and the Service Level Agreement.
- 9.2. The Client is not permitted to use the Application for several events. The licences are only valid for the duration of one event unless agreed otherwise In Writing between Parties. One event has a maximum duration of five (5) consecutive working days and is intended for one and the same group of persons.

**Article 10. Account**

- 10.1. The Client requires an Account to be able to use the Service. Let's Get Digital will make
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- 10.7. login data for an administrator account available to the Client, whereby the Client can personally generate Accounts for End Users.
- 10.8. The Client will generate an Account with an email address and unique code for End Users, whereby the End User can activate an Account. At the time of logging in, an End User agrees to the privacy policy of Let's Get Digital, possibly added to by the Client.
- 10.9. Prior to entering into the Agreement and prior to the event the Client must state how many expected End Users will use the Application. Thereupon Let's Get Digital can set out a limit or charge extra costs in consultation.
- 10.10. An Account and the login data are strictly private and it is not permitted to share these with another person.
- 10.11. The use of Accounts by the Client and/or End Users falls under the responsibility and is at the risk of the Client. Let's Get Digital can assume that everything that happens with the Accounts will take place under the management and supervision of the Client.
- 10.12. If the login data of an Account are lost or leaked, the Client will immediately take all measures that are reasonably necessary and desirable to prevent misuse of the Account. These measures can for example consist of changing the password or blocking the Account. The Client will also immediately report this to Let's Get Digital so that any additional measures can be taken to prevent misuse of the Account.

**Article 11. Delivery and delivery period**

- 11.1. Let's Get Digital delivers the mobile Application, if applicable, together with the digital environment.
- 11.2. The delivery periods stated by Let's Get Digital are indicative and do not apply as final deadlines, unless Parties have agreed this In Writing.
- 11.3. Let's Get Digital will inform the Client if no delivery can be made within the agreed period. The (delivery) periods made known by the Client are indicative and do not apply as final deadlines. The Client is deemed to agree to a new delivery date.
- 11.4. Let's Get Digital will include the reasonable requests from the Client during the execution, or will state with reasons why it will not do this.

**Article 12. Price**

- 12.1. The Client will pay to Let's Get Digital the amount as set out in the Agreement. All prices stated by Let's Get Digital are in Euro.
- 12.2. All prices stated by Let's Get Digital are excluding turnover tax (VAT) and other levies imposed by authorities, unless stated otherwise.
- 12.3. The price includes the annual licence fees of the Android Playstore. However, the Client must, prior to publication in the iTunes Connect Store, personally make an Apple Development account available to Let's Get Digital, if the Client wishes to use a branded (White-Label) Application. The Client must pay the annual membership fees of the Apple Development account.
- 12.4. Let's Get Digital will be entitled at any time to increase the prices applied in this Agreement. Let's Get Digital will inform the Client of this at least two months in advance. In the event of a price increase the Client will have the right to terminate the agreement with due regard to a notice period of one month.

- 12.5. Let's Get Digital will be entitled to annually index the prices applied in this Agreement during the month of January on the basis of the consumer price index of Statistics Netherlands (Dutch CBS) without the Client having any option to cancel the Agreement.
- 12.6. In addition, Let's Get Digital can increase the prices at any time in the interim if the rates of its supplier increase, for example for streaming, data centre, software and (public) cloud solutions. The above applies without the Client having any option of cancelling the Agreement.
- 12.7. If a price is based on data provided by the Client and this data appears to be incorrect, Let's Get Digital will have the right to adjust the prices accordingly, also after the Agreement has already come into effect.

**Article 13. Payment**

- 13.1. Payment must take place after invoicing by Let's Get Digital. The invoice for the payment of the fixed charges and the packages purchased in advance, will be sent 4-6 weeks prior to the event. Let's Get Digital will send an invoice within 1 month after the event for items on subsequent calculation.
- 13.2. A payment term of 30 days applies to every invoice.
- 13.3. If the Client does not fulfil its payment obligation(s) in a timely manner, Let's Get Digital will point out the late payment to the Client. After notification of the late payment, Let's Get Digital will grant a period of 14 days to the Client to still fulfil its payment obligations.
- 13.4. In the absence of payment, the Client will be in default by operation of law from the due date of the invoice, without the requirement of any prior notice of default. In that case Let's Get Digital will be entitled to charge the full amount owed to the Client, as well as to charge interest over the amount owed, to be calculated from the due date at 1% per month or, if this is higher, the statutory commercial interest.
- 13.5. Without prejudice to the above, all costs related to the collection of outstanding debts - the judicial as well as the extrajudicial (including the costs for lawyers, bailiffs and collection agencies) - will be at the Client's expense. Let's Get Digital will be entitled in any event immediately, therefore if required at the first reminder, to charge an amount of extrajudicial costs to the amount of 15% of the outstanding amount, with a minimum of € 250 (two hundred and fifty Euro).

**Article 14. Guarantee**

- 14.1. The Service Level with this Agreement is determined in the Service Level Agreement.
- 14.2. Let's Get Digital makes endeavours so that the delivered Services and the Products (ensuing therefrom) comply with the Agreement, the specifications stated in the offer, the reasonable requirements of sound condition and/or usability and the statutory provisions and/or government regulations existing at the date of the coming into effect of the Agreement.
- 14.3. Let's Get Digital does not guarantee that its servers and the website will be available at any time. Let's Get Digital will not be liable for data that is lost because of this. Let's Get Digital also does not guarantee that the software made available to the Client will be suitable for the actual and/or intended use by the Client, or that the software will function without interruption, errors, or defects. Let's Get Digital will make the best possible endeavours to repair all errors and defects.
- 14.4. The guarantees will lapse if it becomes evident that the Client has not followed the advice from Let's Get Digital or has not complied with the instructions for use.

**Article 15. Force majeure**

- 15.1. Let's Get Digital cannot be obliged to fulfil any obligation ensuing from the Agreement, if fulfilment is prevented as a result of force majeure. Let's Get Digital also cannot be held liable for any damage resulting therefrom.
- 15.2. In any case, force majeure includes power failures, internet failures, breakdowns of the telecommunication infrastructure, attacks on networks (including (d)DoS attacks), attacks by malware or other malicious software, civil commotion, mobilisation, war, terror, strike actions, import and export barriers, interruption of supplies, fire and floods.
- 15.3. If a force majeure situation has lasted longer than 90 days, both Parties will have the right to cancel this Agreement In Writing with immediate effect, without any obligation of reversal arising thereby.

**Article 16. Liability**

- 16.1. Let's Get Digital will only be liable vis-à-vis the Client for direct damage as a result of an attributable failure in the performance of this Agreement. Direct damage exclusively includes all damage consisting of:
- a. damage directly caused to material goods ("property damage");
  - b. the costs for the termination and limitation of a data leak;
  - c. the costs for repair work for the prevention of loss of data;
  - d. the reasonable and demonstrable costs that the Client had to incur for urging Let's Get Digital to properly perform the Agreement (again);
  - e. the reasonable costs for establishing the cause and extent of the damage insofar as these related to the direct damage, as referred to here;
  - f. the reasonable and demonstrable costs that the Client has incurred for the prevention or limitation of the direct damage, as referred to in this article;
  - g. the reasonable and demonstrable costs that the Client has incurred to ensure that the goods and services still comply with the Agreement.
- 16.2. Let's Get Digital will not be liable for any other damage.
- 16.3. The liability of Let's Get Digital for damage, as described in subclause 1 of this article, is limited to that which the insurer of Let's Get Digital pays. Let's Get Digital will make utmost endeavours to have the insurer proceed with payment.
- 16.4. If no payment takes place, the liability will be limited per incident (whereby a series of successive incidents will apply as one incident) to the amount (excluding VAT) that the Client pays on the basis of the Agreement during 6 months.
- 16.5. Let's Get Digital will not be liable for damage ensuing from the fact that the Application is not suitable for Apple iTunes Store or Android Play Market if these are removed or refused by Apple or Google.
- 16.6. Let's Get Digital will not be liable for (editorial) content in the Let's Get Digital Application, added by users, or other actors, addressed to the users of the Application.
- 16.7. The liability of Let's Get Digital due to attributable failure in the performance of the Agreement only arises if the Client promptly and properly gives Let's Get Digital notice of default In Writing, thereby setting a reasonable period for remedying the failure, and Let's Get Digital continues to fail in the performance of its obligations after this period. The notice of default must contain a description of the failure that is as detailed as possible, so that Let's Get Digital will be able to respond adequately.
- 16.8. The exclusions and limitations of liability, as referred to in preceding subclauses of this article, will lapse if and insofar as the damage is the result of an intentional act or wilful recklessness on the part of the management of Let's Get Digital.

- 16.9. Conditional to the arising of any right to compensation is always that the Client reports the damage to Let's Get Digital In Writing within 30 days after the discovery thereof.
- 16.10. The Client indemnifies Let's Get Digital against all claims by third parties (including customers of the Client), with regard to compensation of damage, costs or interest, related to this Agreement.

**Article 17. Intellectual Property Rights**

- 17.1. The Intellectual Property Rights, including all images, drawings, (technical) descriptions, services, products and advice, which are provided by Let's Get Digital to the Client, are vested in Let's Get Digital or its licensors.
- 17.2. The Client acquires a non-exclusive, non-transferable and non-sub-licensable right to use the Service and Materials for the duration of the Agreement and in accordance with the terms and conditions recorded in the Agreement.
- 17.3. The Client will not be entitled to make changes in the source files and the technology of the Services and does not have the right to a copy of the source files of the Services, with the exception of the cases in which mandatory statutory provisions permit this.
- 17.4. Let's Get Digital can take (technical) measures for the protection of the Services. If Let's Get Digital has taken such security measures, the Client will not be permitted to evade or remove this security.
- 17.5. The Client is not permitted to remove any specification with regard to Intellectual Property Rights from the Services. Removing the specifications with regard to the Confidential nature from the Services is also not permitted.
- 17.6. All Intellectual Property Rights vested in the Customer Data, or other Materials delivered by the Client, remain vested in the Client. The Client indemnifies Let's Get Digital against any claims by third parties on the basis of breach of any (Intellectual Property) right due to the Customer Data or Materials originating from the Client or from the Client's End Users.
- 17.7. Let's Get Digital is permitted to use the (company) name, the logo and a general description of the Client for the purpose of its own advancement and/or publicity.

**Article 18. Transfer of rights and obligations**

- 18.1. The Client is not entitled, without prior permission in writing from Let's Get Digital, to transfer the rights and obligations under the Agreement to a third party, including by means of merger or takeover.
- 18.2. The Client provides Let's Get Digital in advance with the right, without requiring express permission from the Client, to transfer the entire Agreement concluded between parties, or as the case may be parts thereof, to a parent company, sister company and/or subsidiary companies, or to a third party in the event of a merger or takeover. Let's Get Digital will inform the Client if such a transfer has taken place.

**Article 19. Confidentiality**

- 19.1. Parties will treat information, which they provide to each other prior to, during, or after the performance of the Agreement, with Confidentiality if this information is to be regarded as Confidential, or is expressly regarded by one of the Parties as Confidential. Parties will also impose this obligation on their Employees as well as on third parties engaged by Parties for the performance of the Agreement.
- 19.2. The obligation of confidentiality also remains in existence after termination of the Agreement for whatsoever reason, and for as long as the providing party can reasonably make claim to the Confidential nature of the information.

**Article 20. Amendment of the General Terms and Conditions**

- 20.1. Let's Get Digital retains the right to amend or add to these General Terms and Conditions. Amendments also apply with regard to Agreements already concluded with due regard to a period of 30 days after notification of the amendment.
- 20.2. Amendments will be made known through <https://www.letsgetdigital.io/>, by email to the Client, or another channel regarding which Let's Get Digital can prove that the notification has been sent to the Client. Insubstantial amendments of minor importance can be implemented at any time and do not require notification.

**Article 21. Concluding provisions**

- 21.1. The law of the Netherlands applies to the Agreement.
- 21.2. Insofar as rules of mandatory legal provision do not prescribe otherwise, all disputes that might arise with reference to the Agreement will be submitted to the Dutch court of competent jurisdiction in the district where Let's Get Digital is established.
- 21.3. If a provision of the Agreement or the General Terms and Conditions appears to be null and void, this will not affect the validity of the entire Agreement or General Terms and Conditions. In that event Parties will record a new provision (new provisions) for replacement, whereby as much as possible the intention of the original provision will be implemented.
- 21.4. During the term of the Agreement the Client will not set up any direct cooperation with competitors of Let's Get Digital for the same event.
- 21.5. Let's Get Digital will be entitled to transfer its rights and obligations ensuing from the Agreement and these General Terms and Conditions to a third party, which takes over Let's Get Digital or the business activities of Let's Get Digital.