E-lia

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USER AGREEMENT E-LIA

The following conditions are applicable to the use of the Web Application offered by E-lia B.V., established at the Gustav Mahlerlaan 1025 in Amsterdam and registered with the Chamber of Commerce under number 84016833 ("E-lia").

The user of the Web Application who uses it ("User") does so subject to these Terms and Conditions.

1. Definitions

Content: modules and Content which the platform user builds and enters within E-lia.

End Users: Users entered by the administrator and using E-lia to go through modules.

User: Administrator and user of the Web application.

Licenses: the right to allow End users to use the web application.

Web application: het programma dat op een webserver draait en via de webbrowser kan worden benaderd. In dit geval E-lia.

2. Access and use of the Web application

2.1 The use of the Web Application requires an account, which can be accessed by means of a username and password.

2.2 All actions that fall under the management of the User are deemed to take place under the responsibility and supervision of the User.

3. User access to content

If an End User wishes to access the Content, he/she must be added as an End user in the Web application. It is the User's responsibility to ensure that demonstrable permission has been granted for the use of this data via E-lia.

4. Prices and payment

4.1 The End User is required to have an active license to use the platform. This license should be purchased via E-lia.

4.2 Licenses are purchased and paid for immediately. The validity of licenses is valid from the moment of use.

4.3 Invoices for other work must be paid within 14 days.

5. Conditions of use

5.1 Users are not allowed to undertake activities that disrupt or interrupt the Web application or the underlying hardware and software. Unless otherwise provided in the Agreement, E-lia is entitled to impose limits on the use of the Web application if such use leads to unannounced and extremely large-scale

use or disproportionate load on the Web application or the underlying hardware and software.

5.2   In the event of a breach of the previous paragraph, E-lia will request the User to take appropriate measures. If this does not happen within a reasonable time or the User does not respond to the request, E-lia itself can take measures such as deleting stored data, cutting off data traffic or restricting or blocking access to the Web application.

5.3   E-lia is entitled to block or close accounts if it suspects unauthorised use or use in breach of this agreement. E-lia will report its intention to do so in advance and give the User the opportunity to solve the problem, unless this cannot be required of E-lia.

5.4   E-lia reserves the right to take measures, such as removing or rendering inaccessible Content, if, in E-lia's opinion, such Content is manifestly in breach of Dutch law. If E-lia is obliged to do so in accordance with Dutch law, it may subsequently make personal data of the User or End Users involved available to government bodies or aggrieved third parties. E-lia will inform the User of the foregoing in advance, unless this cannot be required of E-lia in view of the urgency of the matter or due to a statutory prohibition.

6.   Availability of the Web application

6.1   E-lia shall make every effort to achieve uninterrupted availability and a response time of the Web application that is sufficient to meet Dutch standards, and to realize access to Content.

6.2   E-lia shall not be liable for any loss or damage to the User in connection with any unavailability, poor response time or loss or unavailability of Content.

6.3   The web application contains links and integrations with online services of independent third parties, such as WhatsApp, Facebook, CM and Tyntec. E-lia has no influence on the way in which these third parties provide their services, and does not guarantee their quality, availability or response time, but will make every effort to keep the links and integrations working correctly.

6.4   E-lia will not take cognisance of any information sent or stored via the Web Application and in any case excludes any liability for such information.

6.5   E-lia is constantly innovating the web application. The form and nature of the service may therefore change. This is inherent in Software as a Service. Where substantial changes are involved, E-lia will inform the User in good time.

7.   Intellectual property

7.1   All rights to Content placed in the Web Application by the User belong to the User or its suppliers. The User grants E-lia a limited license on the Content to use it as far as technically necessary for the provision of services to the User. E-lia is not entitled to use Content for any other purpose or any other party.

7.2   The User guarantees that the Content does not violate any third party rights. The User indemnifies E-lia against all claims that third parties might make in this respect.

8.   Processing of personal data

8.1   Personal data of End Users are processed through the Web Application. The User guarantees E-lia that, by entering personal data, he/she has permission

or a legal basis to process these data through the Web Application and indemnifies E-lia in this respect against all claims of those involved.

8.2 An explanation of how and why E-lia processes personal data can be found in the privacy statement published on E-lia's website.

8.3 E-lia shall act as processor within the meaning of the General Data Protection Regulation. The parties shall enter into the separate processing agreement provided by E-lia.

9. Limitation of liability

9.1. E-lia shall only be liable to the User for direct damage resulting from an attributable failure in the performance of this agreement.

9.2. E-lia shall in no event be liable for compensation of indirect or consequential damage or damage due to loss of turnover or profit, damage due to delay, damage due to changed circumstances, damage due to the provision of inadequate cooperation, information or materials by the User and damage due to information or advice provided by E-lia, the content of which does not explicitly form part of the agreement.

9.3. The maximum amount that will be paid in case of liability under the previous articles is 25% of the total amount of the purchased licenses (excluding VAT).

9.4. E-lia shall only be liable for attributable failure to perform the agreement if the User immediately and properly gives E-lia notice of default in writing, setting a reasonable time period in which to remedy the failure, and if E-lia continues to fail attributable in the performance of its obligations even after that period. The notice of default should contain as detailed as possible a description of the shortcoming, so that E-lia is able to respond adequately.

9.5. E-lia indemnifies the User from claims by third parties that E-lia as such infringes upon an intellectual property right of these third parties or violates a license granted thereunder. The User indemnifies E-lia from all claims of third parties in connection with the resale of E-lia, except in cases where E-lia has to indemnify the User.

10. Duration of the agreement

10.1 This agreement is entered into on the day the account referred to in 2.1 is created and runs for an indefinite period. The agreement ends when:

A. User cancels the agreement in writing after the start of the indefinite period of time.

B. E-lia cancels the agreement in writing after the start of the indefinite period;

10.2 Both the User and E-lia may terminate this agreement in whole or in part with immediate effect and without notice of default or judicial intervention if:

i. The other party applies for or is granted a moratorium;

ii. The other party files for bankruptcy or is declared bankrupt;

iii. The other party remains in default of fulfilling its obligations under this agreement even after a reasonable period following written notice of default;

iv. The other party has failed to fulfil its obligations for a period of 60 days as a result of force majeure (except for inability to fulfil payment obligations).

10.3 After termination of this Agreement, for whatever reason, E-lia is entitled to delete or make inaccessible all Content after the date of expiry of the Licence

and to close the account. E-lia is not obliged to provide the User with a copy of the Content in that case.

11.   Amendments to the agreement

11.1.   E-lia may amend this user agreement at any time, provided that it notifies the User of the amendments in writing at least 1 month before they take effect.

11.2.   If User does not wish to accept a change, User must terminate the agreement before the end of this period. Continuation of the activities after the date of the change will be considered as acceptance of the new agreement.

12.   Applicable law

12.1   This agreement is governed by Dutch law.

12.2   Any disputes that cannot be settled amicably will be submitted.

13.   Other provisions

13.1   If any provision of this Agreement proves to be invalid, this shall not affect the validity of the entire Agreement. The parties shall in that case lay down (a) new provision(s) by way of replacement, which shall give shape to the intention of the original agreement to the greatest extent possible under the law.

13.2   The version of any communication received or stored by the Supplier is authentic and conclusive evidence, unless the Reseller can provide proof to the contrary.

13.3   In these terms and conditions, "in writing" also includes communication by email, provided that the identity of the sender and integrity of the content is sufficiently established.

13.4   The parties may only transfer their rights and obligations under this agreement to a third party with the prior written consent of the other party, except in the case of a transfer of the entire business or the part concerned.