

## TERMS OF SERVICE OF SENANGA B.V.

### 1. General provisions

1.1. These general terms and conditions of service apply to all offers and agreements pursuant to which Senanga B.V. (registered at the Dutch Chamber of Commerce under number 56314221); hereafter “Senanga”) offers to provide and provides services of any nature whatsoever. The applicability of the Client’s purchasing or other terms and conditions is specifically excluded.

1.2. By continuing to access the services of Senanga, you agree to be bound by the revised terms and conditions of service. Parties can modify these terms and conditions of service only expressly in writing.

1.3. If any provision of these general terms and conditions is null and void or is voided, the other provisions of these general terms and conditions shall remain fully in effect. Parties shall in this case consult each other for the purpose of agreeing new provisions to replace the null and void or voided provisions.

1.4. The following definitions apply to these terms and conditions of service:

‘Advertiser’: any individual of company using the Senanga service through other parties or through websites of other parties.

‘Client’: any individual or company that’s either Advertiser or Consumer or Merchant or any other person or company using the Senanga services.

‘Consumer’: any individual accessing and/or using the Senanga service from a website or other location.

‘Merchant’: any webshop and/or vendor connected to Senanga through the use of the Senanga service.

‘Publisher’: any website/blog owner willing to publish webshops by using the Senanga service in their own website/blog/fanpage/app, selling products directly from Merchants connected to Senanga.

### 2. Service

2.1. Senanga mainly provides widgets (“shoplets”) in the form of code, which a Publisher can embed into its website, or in the form of a plugin to implement the Senanga service. Senanga’s main goal is to provide a “seamless shopping” experience for the Consumer. Implementing the Senanga service allows visitors of that particular website to shop for products by selected merchants through that website directly through the widgets. The Client acknowledges that the service relies heavily on the cooperation of third parties to implement, connect to and use the service and that the service also uses network connections, including the internet, and hardware which are not under the control of Senanga. Senanga is not liable for the failure to achieve 100% correctly functioning services due to these factors beyond its control, but Senanga shall of course make best efforts to ensure optimal availability and performance of its services.

- 2.2. When the Client implements or uses the Senanga service, the Client authorizes Senanga to use, reproduce and publicly display and perform the Client's content to the extent necessary or desired for Senanga to provide the services. The Client also grants Senanga the use of its usage data for public benchmarking and research.
- 2.3. The Client is responsible for the embedding and/or installing and/or using the provided service, the operation of its hardware, software, configuration, peripheral equipment, required licenses and internet connections necessary to use the services and/or software of Senanga. The Client is also responsible for keeping its login credentials secret and handling them with utmost care. The Client bears the risk of selecting the services to be provided by Senanga and the Client must always exercise the utmost care to guarantee that the requirements that Senanga's performance must meet are accurate and complete.
- 2.4. The Client guarantees that its use of the Senanga service does not infringe any rights of third parties. The Client indemnifies Senanga against any claim of a third party based on the allegation that such making available, use, maintenance, processing, installation or integration infringes a right of that third party.
- 2.5. If applicable, the Client itself must regularly make a backup of all data and is responsible for an adequate protection of its data. Senanga is in no event liable for the costs of (reproducing) mutilated or lost data, nor for (consequential) damage or loss of profit on the part of the Client. Senanga is not responsible for the content and accuracy of the data which the Client has processed through the Senanga service. Senanga is never obliged to perform data conversion unless doing so has been expressly agreed in writing with the Client.
- 2.6. The Client shall not in any manner whatsoever cause inconvenience or damage to Senanga (or its other Clients) in using the services of Senanga. The Client is not allowed to perform actions which can be assumed to cause possible damage to Senanga's (or its clients') systems. Senanga is at all times entitled to limit or block the Client's access to the services for an indefinite period, without giving reasons, if Senanga suspects misuse or other improper use.
- 2.7. Senanga may temporarily put all or part of its services and/or software out of operation for preventive, corrective or adaptive maintenance or other forms of service. Senanga shall not allow the period during which the service is out of operation to last longer than necessary and shall ensure if possible that this period occurs outside office hours.
- 2.8. Senanga will never provide any form of exclusivity (i.e. exclusivity to Merchants) to the Client when providing the service or parts of the service, unless parties have expressly agreed to in writing. Advertisers and/or Merchants can, however, exclude certain Publishers from the service and therefor Senanga is free to decide not to provide a service or certain parts of a service to the Client. Publishers may have to accept terms and conditions from Advertisers and/or Merchants before using the Senanga service to connect to them.

### 3. Right of use

- 3.1. All intellectual property rights to the services, software, websites, data files, documentation, reports, offers, as well as other preparatory materials in this regard, made available to the Client by Senanga are held exclusively by Senanga, its licensors or its suppliers. The Client shall have the rights of use expressly granted under these general terms and conditions, the agreement concluded between parties and the law. A right accorded to the Client is non-

exclusive and may not be transferred, pledged or sublicensed and is valid only during the term of the agreement between parties and if the use is in accordance with the agreement, these general terms and conditions and the law.

- 3.2. The Client may not remove or change any indication concerning the confidential nature of or concerning the copyrights, brands, trade names or any other intellectual property right pertaining to the services, software, websites, data files, equipment or materials, or have any such indication removed or changed. The Client may not change the embed code that is provided by Senanga for use of its service or use it for other means than the Senanga service.
- 3.3. Even if not expressly provided for in the agreement, Senanga may always take technical measures to protect equipment, data files, websites, software made available, software to which the Client is granted direct or indirect access, and the like in connection with an agreed limitation in terms of the content or duration of the right of use of these items. The Client may not remove or bypass such technical measures or have such technical measures removed or bypassed.
- 3.4. Senanga is entitled to make improvements to its services, software and documentation as it sees fit. Senanga will timely inform the Client of the processing of updates and/or upgrades insofar as these are relevant for the use of the services, software and documentation, all to the discretion of Senanga.
- 3.5. Senanga takes feedback from the Client seriously and may implement given suggestions in newer versions of its service at its own discretion. If the Client gives feedback to Senanga, the Client waives all the intellectual property rights, if applicable, on its feedback and suggestions so that Senanga is free to use it.

#### 4. Performance

- 4.1. Senanga shall perform its services with care to the best of its ability, if applicable in accordance with the agreements and procedures agreed in writing with the Client. All services by Senanga shall be performed on the basis of an obligation to use best endeavours unless and insofar as Senanga has expressly promised a result in a written contract and the result concerned has also been defined with sufficient determinability in the contract.
- 4.2. Senanga shall make the services available within a reasonable term following the conclusion of the agreement. The Client accepts the services and/or the software in the state that it is in when delivered ('as is', 'where is'), therefore with all visible and invisible errors and defects.
- 4.3. All offers or quotations of Senanga are free of obligations and are revocable, unless Senanga has expressly stated otherwise in writing. The Client may not derive any rights or expectations from indications of delivery time and dates or a cost estimate or budget issued by Senanga.
- 4.4. The Client remains responsible for the fulfilment of all administrative and retention obligations that apply to it by law and for the fulfilment of all the obligations by law regarding the protection of personal data. The Client indemnifies Senanga against claims in this regard, unless the Client proves that the facts on which a claim is based are attributable to Senanga. Senanga does not guarantee that the provided services and/or software shall be adapted to changes in relevant legislation and regulations on time, held in the context of ensuring continuing availability of the services and/or software.

- 4.5. If, according to the agreement concluded between the parties, the Client consists of several natural persons and/or legal entities, each of these natural persons and/or legal entities shall be jointly and severally liable towards Senanga for performance of the agreement.
- 4.6. If, at the request or prior consent of the Client, Senanga has performed work or supplied services that is or are outside the scope of the agreed work and/or provision of services (additional work), the Client shall pay for this work or provision of services in accordance with the agreed rates or, if no rates have been agreed between the parties, in accordance with Senanga's usual rates. Senanga is not obliged to honour such a request and may require that a separate contract be concluded in writing for the purpose. Insofar as a fixed price has been agreed for the provision of services, Senanga shall on request inform the Client in writing about the financial consequences of the additional work or additional provision of services as referred to in this article.
- 4.7. The Client may not sell, transfer or pledge its rights and obligations under a contract to a third party.

## 5. Maintenance and support

- 5.1. If agreed, Senanga shall perform maintenance work with respect to the software specified in the agreement. The maintenance obligation includes fixing errors in the software (fixing substantial failure of the software to meet the functional or technical specifications of the software expressly agreed in writing) after a detailed report of the errors discovered in the software by the Client.
- 5.2. Following the receipt of the report, Senanga shall strive to the best of its ability to fix errors and/or implement improvements in later, new versions of the service in accordance with its usual procedures. Depending on the urgency and Senanga's version and release policy, the results shall be made available to the Client in a manner within a term determined by Senanga. Senanga is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the service. The Client shall itself install, implement, organise, parameterise and tune the corrected service or the new version of the service made available and support software required, and, if necessary, modify the equipment and operating environment used.
- 5.3. The fixing of errors shall take place at a location and in a manner determined by Senanga. Senanga is never obliged to recover data that has been corrupted or lost.
- 5.4. The Client shall extend the cooperation required by Senanga in the context of maintenance, including temporarily ceasing use of the software and making a backup of all data. The maintenance work performed by Senanga does not affect the Client's own responsibility for managing the software, including checking the settings and the way in which the results arising from operating the software are used.
- 5.5. Maintenance shall include making new versions of the services and/or software available, at the discretion of Senanga. After an improved version has been made available, Senanga shall no longer be obliged to fix errors in the previous version and to provide support and/or maintenance work with respect to a previous version.
- 5.6. If the services provided by Senanga under the agreement include the provision of support to users and/or administrators of the services and/or software, Senanga shall provide by

telephone or through its website or by email, advice on the use and functioning of the services and/or software specified in the agreement. Senanga shall handle properly substantiated requests for support within a reasonable term in accordance with its usual procedures. Support services shall be performed on working days during Senanga's usual business hours.

## 6. Price and payment

- 6.1. All prices are in the currency stated and exclusive of turnover tax (VAT) and other levies imposed by the government, unless expressly is indicated otherwise. Senanga does not accept payments in currencies not stated. In the absence of a specified currency all prices are in Euros. All offers or quotations regarding the services of Senanga are free of obligations and are revocable until Senanga electronically confirms that the agreement with the Client is made.
- 6.2. If a periodic payment obligation on the part of the Client applies, Senanga shall be entitled to adjust the applicable prices and rates to the term specified in the agreement. If the agreement does not expressly provide for the possibility on the part of Senanga to adjust the prices or rates, Senanga shall always be entitled to adjust, in writing and with due observance of at least two months, the applicable prices and rates. If the Client does not agree to the adjustment in this latter case, the Client shall be entitled to terminate the agreement in writing within thirty days following notice of the adjustment, which termination shall take effect on the date on which the new prices and/or rates would take effect.
- 6.3. Amounts owed must be paid by the Client in advance or in accordance with the payment terms stated on the invoice. The Client may not suspend any payment and may also not set off any amounts owed. The amounts are due, irrespective of whether the Client uses the services and/or software.
- 6.4. If the Client fails to pay amounts due or fails to do so on time, the Client shall owe statutory interest for commercial contracts (in accordance with article 6:119a Dutch Civil Code) on the outstanding amount without a demand for payment or a notice of default being required and Senanga shall directly be entitled to suspend its services. If the Client fails to pay the amount due after a demand for payment or a notice of default has been issued, Senanga shall be entitled to refer the debt for collection, in which case the Client must pay all judicial and extra judicial costs, including all costs charged by lawyers. The foregoing shall be without prejudice to Senanga's other legal and other rights, which include the right to terminate and/or to suspend the services directly.
- 6.5. Information from Senanga's records shall count as conclusive evidence with respect to the performance delivered by Senanga and the amounts owed by the Client, without prejudice to the Client's right to produce evidence to the contrary. Senanga is free to compile those records using its preferred software or service, unless parties have agreed to use a different method expressly in writing.
- 6.6. Senanga is entitled to sell, transfer or pledge its claims to payment of amounts owed to a third party.

## 7. Term and termination

- 7.1. If and insofar as the agreement concluded between parties is a continuing performance agreement, the agreement shall be entered into for the term agreed between the parties. A term of six (6) months shall apply if no term has been agreed.
- 7.2. The term of the agreement shall be tacitly extended, each time by the period of time originally agreed, unless the Client or Senanga terminate the agreement with due observance of a notice period of one month prior to the end of the current term or rescind or terminate the agreement in accordance with law. The Client is not entitled to terminate an agreement concluded for a definite period prematurely.
- 7.3. If an agreement does not end in completion and which has been entered into for an indefinite period of time may be terminated by either of the parties in writing. If a notice period had not been agreed between the parties, a reasonable period must be observed when notice of termination is given.
- 7.4. Each party shall only be authorised to rescind the agreement due to an attributable failure in the performance of the agreement of the other party (in accordance with article 6:265 Dutch Civil Code). The Client's payment obligations and all obligations of the Client or a third party engaged by the Client to cooperate and/or provide information apply in all cases as essential obligations under the agreement. The Client is only authorised to rescind the agreement if Senanga, after a written notice of default that is as detailed as possible and that grants Senanga a reasonable term to remedy the breach has been issued, is culpably failing to fulfil essential obligations under the agreement.
- 7.5. If, at the time of rescission, the Client has already received services in the performance of the agreement, these services and the associated payment obligations shall not be undone unless the Client proves that Senanga is in default with respect to the essential part of such services. With due regard to the stipulation of the preceding sentence, amounts invoiced by Senanga prior to the rescission in connection with what it already properly performed or delivered in the performance of the agreement shall remain payable in full and shall become immediately due and payable at the time of termination.
- 7.6. Either of the parties may terminate the agreement in writing, in whole or in part, without notice of default being required and with immediate effect, if the other party is granted a moratorium, whether or not provisional, a petition for bankruptcy is filed for the other party or the company of the other party is liquidated or dissolved other than for restructuring or a merger of companies. If the Client goes irrevocably bankrupt, its right to use the software, applications, websites and the like made available to it shall end, as shall its right to access and/or use Senanga's services, without termination by Senanga being required.
- 7.7. Senanga is in no event obliged to pay any damages as a result of a cancellation or as a result of a rescission or termination, if these latter two are the result of a (potential) failure of Senanga.

## 8. Liability of Senanga

- 8.1. Senanga's total liability due to an attributable failure in the performance of the agreement or on any legal basis whatsoever, expressly including each and every failure to fulfil a warranty obligation agreed with the Client, shall be limited to compensation for direct loss up to a maximum of the price stipulated for the agreement concerned (excluding turnover tax (VAT))

and other levies imposed by the government). If the agreement is mainly a continuing performance agreement with a term of more than one year, the price stipulated for the agreement shall be set at the total amount of the payments (excluding VAT) stipulated for one year. Senanga's total liability for direct loss, on any legal basis whatsoever, shall never amount to more than the sum being paid out by Senanga's insurance, however.

- 8.2. Senanga's liability for indirect loss, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of the Client's clients, loss arising from the use of items, materials or software of third parties prescribed by the Client to Senanga and loss arising from the engagement of suppliers prescribed by the Client to Senanga is excluded. Senanga's liability for corruption, destruction or loss of data or documents is likewise excluded.
- 8.3. The exclusions and limitations of Senanga's liability described above in this article are entirely without prejudice to the other exclusions and limitations of Senanga's liability described in these general terms and conditions.
- 8.4. All the exclusions and limitations contained in these general terms and conditions shall also apply for the benefit of all natural persons and legal entities that Senanga engages in the performance of the agreement and shall cease to apply if and insofar as the loss is the result of deliberate intent or recklessness on the part of Senanga's management.
- 8.5. Unless performance by Senanga is permanently impossible, Senanga shall only be liable due to an attributable failure in the performance of an agreement if the Client declares Senanga to be in default in writing without delay and grants Senanga a reasonable term to remedy the breach, and Senanga culpably fails to fulfil its obligations also after this term has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give Senanga the opportunity to respond adequately.
- 8.6. For there to be any right to compensation, the Client must always report the loss to Senanga in writing as soon as possible after the loss has occurred. Each claim for compensation against Senanga shall be barred by the mere expiry of a period of 24 months following the inception of the claim unless the Client has instituted a legal action for damages prior to the expiry of this period.

## 9. Force majeure

- 9.1. None of the parties shall be obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by force majeure. Force majeure on the part of Senanga means, among other things: (i) force majeure on the part of the suppliers of Senanga, (ii) the failure to properly fulfil obligations on the part of the suppliers that were prescribed to Senanga by the Client, (iii) defects in items, equipment, software or materials of third parties the use of which was prescribed to Senanga by the Client or of which are connected to the interface delivered by Senanga, (iv) government measures, (v) power failures, (vi) Internet, data network or telecommunication facilities failures, (vii) war and (viii) general failures of the Internet.
- 9.2. Either of the parties shall have the right to rescind the contract in writing if a situation of force majeure persists for more than 60 days. In such an event, that which has already been

performed under the contract shall be paid for on a proportional basis without the parties owing each other anything else.

10. Applicable law and disputes

- 10.1. Agreements between the parties are governed by Dutch law. The United Nations Convention for the International Sales of Goods (CISG) does not apply.
- 10.2. Disputes that arise by reason of the agreement between the parties and/or by reason of any further agreements deriving from it shall be resolved by the competent court in the district of Groningen, the Netherlands.