

Terms and Conditions

Please read these Terms and Conditions carefully. All contracts that the Provider may enter into from time to time for the provision of the Hosted Services and related services shall be governed by these Terms and Conditions.

1. Definitions

1.1 Except to the extent expressly provided otherwise, in these Terms and Conditions:

"Account" means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"Agreement" means a contract between the parties incorporating these Terms and Conditions, and any amendments to that contract from time to time;

"Agreement Form" means a hard-copy order form signed or otherwise agreed by or on behalf of each party, in each case incorporating these Terms and Conditions by reference;

"Business Day" means any weekday other than a bank or public holiday in The Netherlands;

"Business Hours" means the hours of 08:30 to 18:00 CET on a Business Day;

"Charges" means the following amounts:

(a) the amounts specified in Section 5 of the Agreement Form; and

(b) such amounts as may be agreed in writing by the parties from time to time;

"Control" means the legal power to control (directly or indirectly) the management of an entity (and **"Controlled"** should be construed accordingly);

"Customer" means the person or entity identified as such in Section 1 of the Agreement Form;

"Customer Confidential Information" means:

(a) any information disclosed by the Customer to the at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

(i) was marked as "confidential"; or

(ii) should have been reasonably understood by the Provider to be confidential; and

(b) the Customer Data;

"Customer Data" means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer;

"Customer Indemnity Event" has the meaning given to it in Clause 19.3;

"Customer Personal Data" means Personal Data that is processed by the Provider on behalf of the Customer in relation to the Agreement;

"Customer Representatives" means the person or persons identified as such in Section 6 of the Agreement Form, and any additional or replacement persons that may be appointed by the Customer giving to the Provider written notice of the appointment;

"Documentation" means the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer;

"Effective Date" means the date as specified in Section 2 of the Agreement Form;

"Expenses" means the travel, accommodation and subsistence expenses that are reasonably necessary for, and incurred by the Provider exclusively in connection with, the performance of the Provider's obligations under the Agreement;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Hosted Services" means the PublishOne hosted services on Microsoft Azure which will be made available by the Provider to the Customer as a service via the internet in accordance with these Terms and Conditions;

"Hosted Services Defect" means a defect, error or bug in the Platform having a material adverse effect on operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

(a) any act or omission of the Customer; or

(b) any use of the Platform or Hosted Services contrary to the Documentation, whether by the Customer or by

any person authorized by the Customer;

"Hosted Services Specification" means the specification for the Platform and Hosted Services set out in Section 3 of the Agreement Form and in the Documentation;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, tradenames, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semiconductor topography rights and rights in designs);

"Maintenance Services" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

"Minimum Term" means, in respect of the Agreement, the period of 12 months beginning on the Effective Date;

"Permitted Purpose" means the use of PublishOne as described in the Documentation;

"Personal Data" has the meaning given to it in the Personal Data Protection Act (Dutch: 'Wet Bescherming Persoonsgegevens');

"Platform" means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

"Provider" means Disk'Ad Publishing and Communications, a company incorporated in the Netherlands, registration number 33273591, having its registered office at Van Marwijk Kooystraat 3, 1114 AG Amsterdam-Duivendrecht, a partnership established under the laws of the Netherlands having its principal place of business at Van Marwijk Kooystraat 3, 1114 AG Amsterdam-Duivendrecht, Netherlands;

"Provider Confidential Information" means:

(a) any information disclosed by the Provider to the Customer at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

(i) was marked as "confidential"; or

(ii) should have been reasonably understood by the Customer to be confidential; and

(b) the terms of the Agreement;

"Provider Indemnity Event" has the meaning given to it in Clause 19.1;

"Provider Representatives" means the person or persons identified as such in Section 6 of the Agreement Form, and any additional or replacement persons that may be appointed by the Provider giving to the Customer written notice of the appointment;

"Services" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under these Terms and Conditions;

"Set Up Services" means the configuration, implementation and integration of the Hosted Services in accordance with Section 2 of the Agreement Form;

"Support Services" means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

"Term" means the term of the Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"Terms and Conditions" means all the documentation containing the provisions of the Agreement, namely the Agreement Form, the main body of these Terms and Conditions and the Schedules, including any amendments to that documentation from time to time;

"Update" means a hotfix, patch or minor version update to any Platform software; and **"Upgrade"** means a version upgrade of any Platform software.

2. Term

2.1 The Agreement shall come into force upon the Effective Date.

2.2 The Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 22.

2.3 Unless the parties expressly agree otherwise in writing, each Agreement Form shall create a distinct contract under these Terms and Conditions.

3. Set Up Services

3.1 The Provider shall provide the Set Up Services to the Customer.

3.2 The Provider shall use reasonable endeavors to ensure that the Set Up Services are provided in accordance

with the timetable that is carefully discussed and agreed by customer and provider.

3.3 The Customer acknowledges that a delay in the Customer performing its obligations in the Agreement may result in a delay in the performance of the Set Up Services; and subject to Clause 20.1 the Provider will not be liable to the Customer in respect of any failure to meet the Set Up Services timetable to the extent that that failure arises out of a delay in the Customer performing its obligations under these Terms and Conditions.

3.4 Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of the Set Up Services by the Provider shall be the exclusive property of the Provider.

4. Hosted Services

4.1 The Provider hereby grants to the Customer a non-exclusive license to use the Hosted Services for the internal business purposes of the Customer during the Term.

4.2 The license granted by the Provider to the Customer under Clause 4.1 is subject to the following limitations:

(a) the Hosted Services may only be used by the officers, employees, agents and subcontractors of either the Customer or an Affiliate of the Customer.

4.3 Except to the extent expressly permitted in these Terms and Conditions or required by law on a non-excludable basis, the license granted by the Provider to the Customer under Clause 4.1 is subject to the following prohibitions:

(a) the Customer must not sub-license its right to access and use the Hosted Services;

(b) the Customer must not permit any unauthorized person to access or use the Hosted Services and

(c) the Customer must not use the Hosted Services to provide services to third parties;

4.4 The Customer shall use reasonable endeavors, including reasonable security measures relating to Account access details, to ensure that no unauthorized person may gain access to the Hosted Services using an Account.

4.5 The parties acknowledge and agree that Schedule 2 (SLA) shall govern the availability of the Hosted Services.

4.6 The Customer must comply with Schedule 1 (Acceptable Use Policy), and must ensure that all persons using the Hosted Services with the authority of the Customer or by means of an Account comply with Schedule 1 (Acceptable Use Policy).

4.7 The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

4.8 The Customer must not use the Hosted Services:

(a) in any way that is unlawful, illegal, fraudulent or harmful; or

(b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

4.9 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

5. Maintenance Services

5.1 The Provider shall provide the Maintenance Services to the Customer during the Term.

5.2 The Provider shall provide the Maintenance Services with reasonable skill and care.

5.3 The Provider shall provide the Maintenance Services in accordance with Schedule 2 (SLA).

6. Support Services

6.1 The Provider shall provide the Support Services to the Customer during the Term.

6.2 The Provider shall provide the Support Services with reasonable skill and care.

6.3 The Provider shall provide the Support Services in accordance with Schedule 2 (SLA).

7. Customer obligations

7.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Provider, or procure for the Provider, such:

(a) co-operation, support and advice; and

(b) information and documentation,

as are reasonably necessary to enable the Provider to perform its obligations under the Agreement.

8. Customer Data

8.1 The Customer warrants to the Provider that the Customer Data will not

(a) breach the provisions of any law, statute or regulation;

(b) infringe the Intellectual Property Rights or other legal rights of any person; or
(c) give rise to any cause of action against the Provider,
in each case.

9. No assignment of Intellectual Property Rights

9.1 Nothing in the Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

10. Charges

10.1 The Customer shall pay the Charges to the Provider in accordance with these Terms and Conditions.

10.2 If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 10.2.

10.3 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.

10.4 The Provider may elect to vary any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation expiring on any anniversary of the date of execution of the Agreement, providing that no such variation shall result in an aggregate percentage increase in the relevant element of the Charges during the Term that exceeds the percentage increase, during the same period, in the 'Dienstenprijsindex' as published by the Dutch 'Centraal Bureau voor de Statistiek' (CBS).

11. Expenses

11.1 The Customer shall reimburse the Provider in respect of any Expenses, providing that the Provider must obtain the prior written authorization of the Customer before incurring any Expenses.

11.2 The Provider must collect and collate evidence of all Expenses, and must retain such evidence during the Term and for a period of 90 days following the end of the Term or for a period of 24 months, whichever is the shorter.

11.3 Within 30 Business Days following receipt of a written request from the Customer to do so, the Provider must supply to the Customer such copies of the evidence for the Expenses in the possession or control of the Provider as the Customer may specify in that written request.

12. Payments

12.1 The Provider shall issue invoices for the Charges to the Customer monthly in advance.

12.2 The Customer must pay the Charges to the Provider within the period of 30 days following the receipt of an invoice issued in accordance with this Clause 12.

12.3 The Customer must pay the Charges by bank transfer (using such payment details as are notified by the Provider to the Customer from time to time).

12.4 If the Customer does not pay any amount properly due to the Provider under these Terms and Conditions, the Provider may act as governed by applicable law.

13. Provider's confidentiality obligations

13.1 The Provider must:

- (a) keep the Customer Confidential Information strictly confidential;
- (b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent;
- (c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the Customer Confidential Information; and (e) not use any of the Customer Confidential Information for any purpose other than the Permitted Purpose.

13.2 This Clause 13 imposes no obligations upon the Provider with respect to Customer Confidential Information that:

- (a) is known to the Provider before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;

(b) is or becomes publicly known through no act or default of the Provider; or

(c) is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.

13.3 The restrictions in this Clause 13 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognized stock exchange.

13.4 The provisions of this Clause 13 shall continue in force indefinitely following the termination of the Agreement.

14. Customer's confidentiality obligations

14.1 The Customer must:

(a) keep the Provider Confidential Information strictly confidential;

(b) not disclose the Provider Confidential Information to any person without the Provider's prior written consent;

(c) use the same degree of care to protect the confidentiality of the Provider Confidential Information as the Customer uses to protect the Customer's own confidential information of a similar nature, being at least a reasonable degree of care;

(d) act in good faith at all times in relation to the Provider Confidential Information; and (e) not use any of the Provider Confidential Information for any purpose other than the Permitted Purpose.

14.2 This Clause 14 imposes no obligations upon the Customer with respect to Provider Confidential Information that:

(a) is known to the Customer before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;

(b) is or becomes publicly known through no act or default of the Customer; or

(c) is obtained by the Customer from a third party in circumstances where the Customer has no reason to believe that there has been a breach of an obligation of confidentiality.

14.3 The restrictions in this Clause 14 do not apply to the extent that any Provider Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Customer on any recognized stock exchange.

14.4 The provisions of this Clause 14 shall continue in force indefinitely following the termination of the Agreement.

15. Publicity

15.1 Neither party may make any public disclosures relating to the Agreement or the subject matter of the Agreement (including disclosures in press releases, public announcements and marketing materials) without the prior written consent of the other party.

15.2 Nothing in this Clause 15 shall be construed as limiting the obligations of the parties under Clause 13 or 14.

16. Data protection

16.1 The Customer warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with these Terms and Conditions.

16.2 The Provider warrants to the Customer that:

(a) it will act only on instructions from the Customer in relation to the processing of Customer Personal Data;

(b) it has in place appropriate security measures (both technical and organizational) against unlawful or unauthorized processing of Customer Personal Data and against loss or corruption of Customer Personal Data;

(c) it will only process the Customer Personal Data for the purposes of performing its obligations and exercising its rights under the Agreement;

(d) it will process the Customer Personal Data in compliance with all applicable laws; and

(e) it will not transfer or permit the transfer of Customer Personal Data to any place outside the EEA without the prior written consent of the Customer.

16.3 The Provider shall co-operate with the Customer in relation to:

(a) any request from the Customer to amend or delete any of the Customer Personal Data;

(b) any complaint or regulatory notification relating to the processing of any of the Customer Personal Data; and

(c) any request from a data subject for access to any of the Customer Personal Data, at the Provider's own cost and expense.

16.4 The Provider shall ensure that access to the Customer Personal Data is limited to those Provider personnel who have a reasonable need to access the Customer Personal Data to enable the Provider to perform its duties

under the Agreement; any access to the Customer Personal Data must be limited to such part or parts of the Customer Personal Data as are strictly necessary.

16.5 The Provider shall take reasonable steps to ensure the reliability of any Provider personnel who have access to the Customer Personal Data. Without prejudice to this general obligation, the Provider shall ensure that all relevant Provider personnel are informed of the confidential nature of the Customer Personal Data, have undertaken training in the laws relating to handling Personal Data, and are aware of the Provider's duties in respect of that Personal Data.

17. Warranties

17.1 The Provider warrants to the Customer that:

(a) the Provider has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions; and

(b) the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under these Terms and Conditions.

17.2 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with these Terms and Conditions, will not infringe the Intellectual Property Rights of any person.

17.3 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

17.4 The Customer warrants to the Provider that fonts made available to the Provider by the Customer and the use of such fonts in the Hosted Services in accordance with these Terms and Conditions, will not infringe the Intellectual Property Rights of any person.

18. Acknowledgements and warranty limitations

18.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these Terms and Conditions, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

18.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of these Terms and Conditions, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.

18.3 The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems; and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

19. Indemnities

19.1 The Provider shall indemnify and shall keep indemnified the Customer against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Customer and arising directly or indirectly as a result of any breach by the Provider of these Terms and Conditions (a **"Provider Indemnity Event"**).

19.2 The Customer must:

(a) upon becoming aware of an actual or potential Provider Indemnity Event, notify the Provider;

(b) provide to the Provider all such assistance as may be reasonably requested by the Provider in relation to the Provider Indemnity Event;

(c) allow the Provider the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Provider Indemnity Event; and

(d) not admit liability to any third party in connection with the Provider Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Provider Indemnity Event without the prior written consent of the Provider,

and the Provider's obligation to indemnify the Customer under Clause 19.1 shall not apply unless the Customer complies with the requirements of this Clause 19.2.

19.3 The Customer shall indemnify and shall keep indemnified the Provider against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Provider and arising directly or indirectly as a result of any breach by the Customer of these Terms and Conditions (a **"Customer Indemnity Event"**).

19.4 The Provider must:

(a) upon becoming aware of an actual or potential Customer Indemnity Event, notify the Customer;

(b) provide to the Customer all such assistance as may be reasonably requested by the Customer in relation to

the Customer Indemnity Event;

(c) allow the Customer the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Customer Indemnity Event; and

(d) not admit liability to any third party in connection with the Customer Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Customer Indemnity Event without the prior written consent of the Customer,

and the Customer's obligation to indemnify the Provider under Clause 19.3 shall not apply unless the Provider complies with the requirements of this Clause 19.4.

19.5 The indemnity protection set out in this Clause 19 shall be subject to the limitations and exclusions of liability set out in the Agreement.

20. Limitations and exclusions of liability

20.1 Nothing in the Agreement will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or (d) exclude any liabilities that may not be excluded under applicable law.

20.2 The limitations and exclusions of liability set out in this Clause 20 and elsewhere in the Agreement:

(a) are subject to Clause 20.1; and

(b) govern all liabilities arising under the Agreement or relating to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in the Agreement.

20.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

20.4 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.

20.5 Neither party shall be liable to the other party in respect of any loss of revenue or income.

20.6 Neither party shall be liable to the other party in respect of any loss of use or production.

20.7 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

20.9 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

20.10 The liability of each party to the other under the Agreement in respect of any event or series of related events shall not exceed the total amount paid and payable by the Customer to the Provider under the Agreement in the 1 month period preceding the commencement of the event or events.

20.11 The aggregate liability of each party to the other party under the Agreement shall not exceed the total amount paid and payable by the Customer to the Provider under the Agreement in the 2 month period preceding the commencement of the event or events.

21. Force Majeure Event

21.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement, that obligation will be suspended for the duration of the Force Majeure Event.

21.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Agreement, must:

(a) promptly notify the other; and

(b) inform the other of the period for which it is estimated that such failure or delay will continue.

21.3 A party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

22. Termination

22.1 The Provider may terminate the Agreement by giving to the Customer not less than 2 year's written notice of termination prior to any anniversary of the date of execution of the Agreement. The Customer may terminate the Agreement by giving to the Provider not less than 90 days' written notice of termination prior to any anniversary of the date of execution of the Agreement.

22.2 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:

(a) the other party commits any material breach of the Agreement, and:

(i) the breach is not remediable; or

(ii) the breach is remediable, but the other party fails to remedy the breach within the period of 90 days following the giving of a written notice to the other party requiring the breach to be remedied; or

(b) the other party persistently breaches the Agreement (irrespective of whether such breaches collectively constitute a material breach).

22.3 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:

(a) the other party:

(i) is dissolved;

(ii) ceases to conduct all (or substantially all) of its business;

(iii) is or becomes unable to pay its debts as they fall due;

(iv) is or becomes insolvent or is declared insolvent; or

(v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganization where the resulting entity will assume all the obligations of the other party under the Agreement).

22.4 The Provider may terminate the Agreement immediately by giving written notice to the Customer if:

(a) any amount due to be paid by the Customer to the Provider under the Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and

(b) the Provider has given to the Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate the Agreement in accordance with this Clause 30.4.

23. Effects of termination

23.1 Upon the termination of the Agreement, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1,4.9, 11.2, 11.3, 12.2, 12.4, 13, 14, 15.1, 25.2, 19, 20, 23, 24, 27, 28, 29, 30, 31, 32, and 33.

23.2 The termination of the Agreement shall not affect the accrued rights of either party.

23.3 Within 30 days following the termination of the Agreement for any reason:

(a) the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of the Agreement; and

(b) the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of the Agreement, without prejudice to the parties' other legal rights.

24. Non-solicitation of personnel

24.1 The Customer must not, without the prior written consent of the Provider, either during the Term or within the period of 12 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the Provider who has been involved in any way in the negotiation or performance of the Agreement.

24.2 The Provider must not, without the prior written consent of the Customer, either during the Term or within the period of 12 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the Customer who has been involved in any way in the negotiation or performance of the Agreement.

25. Notices

25.1 Any notice given under these Terms and Conditions must be in writing, whether or not described as "written notice" in these Terms and Conditions.

25.2 Any notice given by the Customer to the Provider under these Terms and Conditions must be:

(a) sent by recorded signed-for post; or

(b) sent by email,

using the relevant contact details set out in Section 6 of the Agreement Form.

25.3 Any notice given by the Provider to the Customer under these Terms and Conditions must be:

(a) sent by recorded signed-for post; or

(b) sent by email,

using the relevant contact details set out in Section 6 of the Agreement Form.

25.4 The addressee and contact details set out in Section 6 of the Agreement Form may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 25.

25.5 A party receiving from the other party a notice by email must acknowledge receipt by email promptly, and in any event within 2 Business Days following receipt of the notice.

26. Subcontracting

26.1 The Provider may subcontract any of its obligations under the Agreement.

26.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

26.3 Notwithstanding any other provision of these Terms and Conditions, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

27. Assignment

27.1 The Customer hereby agrees that the Provider may assign, transfer or otherwise deal with the Provider's contractual rights and obligations under these Terms and Conditions.

27.2 The Provider hereby agrees that the Customer may assign, transfer or otherwise deal with the Customer's contractual rights and obligations under these Terms and Conditions.

28. No waivers

28.1 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.

28.2 No waiver of any breach of any provision of the Agreement shall be construed as a further or continuing waiver of any breach of that provision or any other provision of the Agreement.

29. Severability

29.1 If a provision of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

29.2 If any unlawful and/or unenforceable provision of the Agreement would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

30. Third party rights

30.1 The Agreement is for the benefit of the parties, and is not intended to benefit or be enforceable by any third party.

30.2 The exercise of the parties' rights under the Agreement is not subject to the consent of any third party.

31. Variation

31.1 The Agreement may not be varied except by means of a written document signed by or on behalf of each party.

32. Entire agreement

32.1 The Agreement Form, the main body of these Terms and Conditions and the Schedules shall constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

32.2 Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.

32.3 The provisions of this Clause 32 are subject to Clause 20.1.

33. Law and jurisdiction

33.1 The Agreement shall be governed by and construed in accordance with Dutch Law.

33.2 Any dispute between the parties in relation to this Agreement shall be submitted solely to the competent court in Zwolle, The Netherlands

34. Interpretation

34.1 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b) any subordinate legislation made under that statute or statutory provision.

34.2 The Clause headings do not affect the interpretation of these Terms and Conditions.

34.3 In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.