



GENERAL TERMS AND CONDITIONS

By means of *Software-as-a-Service (SaaS)*, we, Fuse App B.V., offer you the following Software Fuse (the **Software**). This means that we offer you access to the Software we have developed, via the internet. These are the general terms and conditions that are always applicable to the use of our Software.

If you have any questions, you can contact us by sending an email to info@fuse-app.com, and by calling: +31 30 2271710.

Our address is Jaarbeursplein 6, 3521 AL, Utrecht, Netherlands. We are registered with the Chamber of Commerce (Kamer van Koophandel) under number: 77163222

We have the right to change these general terms and conditions at all times. The latest version of these terms and conditions will always apply. Arrangements that deviate from these terms and conditions will only be applicable if they have been agreed on by us in writing.

Article 1 - General

1. These terms and conditions apply to every offer and agreement between you and us.
2. We shall send you these general terms and conditions at your request, free of charge. You can also find them on our website www.fuse-app.com.
3. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement. Any such invalid or unenforceable provision shall be replaced by a provision that is considered to be valid and enforceable and which' interpretation shall be as close as possible to the intent of the invalid provision.

Article 2 - Proposals and offers

1. All our proposals and offers are non-binding, unless expressly agreed otherwise. An offer or proposal only applies to the assignment specified therein (and not to possible future assignments).
2. When you provide us with certain information, we may assume that the provided information is correct and we will base the proposal on that information.

Article 3 - Price

1. Offered prices do not include possible expenses or any taxes or levies imposed by relevant authorities.
2. We have the right to adjust our prices at any given time. The new price will then be applicable 2 months after its announcement.
3. In case you do not agree with the change of price in question, you have the right to cancel the agreement within 30 days days after the announcement. The agreement will then terminate on the day the new prices become applicable.

Article 4 - Payment and Collection Charges

1. We will send you a quarterly invoice. You have to pay within 14 days after the invoice date.
2. If a payment is due, and you have failed to meet this payment obligation, you will automatically be in default. A default notice is not required.
3. In case of default:
4. we may charge the statutory (commercial) interest. The interest is calculated from the moment that the payment becomes due, until the moment that the amount has been paid in full.
5. all extrajudicial costs. In case of an invoice up to € 267, these costs will be € 40. In case of a higher invoice amount, the maximum collection fees are as follows:
 - a. 15% on the first € 2,500;
 - b. 10% on the part that remains thereafter, up to € 5,000;
 - c. 5% on the part that remains thereafter, up to € 10,000;
 - d. 1% on the part that remains thereafter, to € 200,000;
 - e. 0.5% on the remaining part, whereby the total collection fees are maximised to € 6,775.

Article 5 - Use of Fuse

1. You will receive a personal account and password you can use to get access to our Software.
2. You are free to create multiple accounts. You are responsible for the use of the accounts you created. Passwords must be treated confidentially and you are responsible for choosing a unique and strong password.
3. In order to use our Software, you must have a proper internet connection. You are responsible for other internal networks or IT-systems if so required to use our Software within your organisation. You are responsible for all activities on your account after it has been logged in, unless you have reported as soon as becoming aware of it that your personal account has been compromised.
4. We have the right to block accounts. We only do this in case we have reasonable belief that one or more accounts are used in a matter that is against the law or contrary to a provision of these terms. Furthermore, we have the right to take any other measures we deem adequate, taking into account the circumstances at hand.

Article 6 - Availability and maintenance of Fuse

1. We shall ensure that the Software will be kept available for use for the entire duration of this agreement. We shall do our best to keep the Software up and running 24 hours a day, 7 days a week.
2. We are responsible for the functioning and maintenance of the Software. During maintenance, the Software can be unavailable. We will notify you of such a maintenance at least 10 working days in advance. Only in case of emergencies, we will not send you a notification.
3. We have the right to change the Software. This includes, but is not limited to, changing, removing or adding certain features or functionalities of the Software.
4. We do not guarantee that our Software is completely free of error. Please inform us immediately of any errors, bugs or malfunctions of the Software. We will then do our utmost best to resolve your problem as quickly as possible. You can do this by submitting a ticket on the support page,



accessible at support@fuse-app.com. We will then do our best to resolve the malfunction as quickly as possible.

Article 7 - Third parties

We may have work performed (in part) by third parties if we believe that this is necessary for the proper execution of the SaaS agreement.

Article 8 - Force Majeure

We are not liable for any damages in case of force majeure. If the force majeure takes place for a period that exceeds two months, this agreement can be terminated in writing. In that case, parties have no right to recover damages. We will then send you an invoice regarding the period in which you have used our Software.

Article 9 - Intellectual property

1. We (or our licensor or suppliers) are the exclusive owners of all existing and future intellectual property, such as copyrights, trademarks, design rights, patents, source codes and know-how, which rest on our Software or are the fruits of the use of our Software.
2. As a user, you only gain the right to use our Software. You cannot claim any of the in subsection 1 mentioned intellectual property. This is not an exclusive right, which means that we can grant others similar rights of use. Furthermore, it is expressly forbidden to transfer or license this right to any third party.

Article 10 - Non-disclosure

We are obliged not to disclose any of your confidential information to third parties unless it is required by a statutory or professional obligation. 'Confident information' includes all information which you have designated as confident or which by its nature can be classified as confident. The following information shall in any case be regarded as confident:

1. all information related to research, development, trade secrets or information related to company matters.
2. personal data as intended in the General Data Protection regulation (GDPR).

Article 11 - Liability

1. You indemnify us for all claims by third parties relating to the data that you have collected, saved or, processed by means of our Software. We are not liable for the content of the data that you have collected, saved or processed within the framework of our Software.
2. We are not liable for any damage which is caused by inadequate use of our Software.
3. We are only liable for direct damages that are unequivocally caused by a shortcoming from our side.
4. Our liability is limited to a maximum sum of €250,000, or the maximum amount paid out by our insurer.



5. We undertake the responsibility to ensure that your data will be stored safely. We are not liable for the damage or loss of any data, for the storage of which we have employed third parties.
6. The limitations set out in this article do not apply if damage is the result of a deliberate act or gross negligence from our side.

Article 12 - Registration

These conditions have been deposited at the Chamber of Commerce (Kamer van Koophandel).

Article 13 - Applicable law

Dutch Law

Article 14 - Competent court

The court of Amsterdam.