

General Terms and Conditions of United Playgrounds

August 2026

These are the general terms and conditions of United Playgrounds B.V., located at Leidsegracht 3 in Amsterdam, registered with the Dutch Chamber of Commerce under number 83211608, and all affiliated subsidiaries and sister companies (hereinafter jointly referred to as “Contractor”). The proposal will always indicate which company is the contracting party.

United Playgrounds is a collective of specialized agencies that brings together strategy, creativity, data, and technology to help brands grow and transform. More information can be found at www.unitedplaygrounds.nl.

Module A: General

Article 1. Definitions

All terms written with a capital letter in these general terms and conditions have, both in singular and plural, the meaning assigned to them in this article.

- 1.1. **Services:** the services to be provided by Contractor to Client pursuant to the Agreement, including, where applicable, the results of such services.
- 1.2. **Intellectual Property Rights:** all intellectual property rights and related rights, such as but not limited to copyrights, trademark rights, patent rights, design rights, trade name rights, domain name rights, database rights, neighbouring rights, and rights to know-how.
- 1.3. **Materials:** all websites, (web) applications, software, data, documentation, concepts, texts, images, advice, reports, and other intellectual creations in the broadest sense of the word.
- 1.4. **Client:** the natural person or legal entity that has entered into or will enter into an Agreement with Contractor.
- 1.5. **Agreement:** the complete agreement concluded between Contractor and Client, including in any case but not limited to Contractor’s proposal or quotation, these general terms and conditions, any data processing agreement concluded between the Parties, and all other documents containing arrangements in the context of the Services to be provided.
- 1.6. **Parties:** Contractor and Client.
- 1.7. **Confidential Information:** all information that is marked as confidential, or which the receiving party should reasonably understand to be of a confidential nature.

Article 2. Applicability and order of precedence

- 2.1. These general terms and conditions apply to all Agreements concluded between the Parties, even if they are not resubmitted to Client in connection with a future quotation or offer.

- 2.2. The general terms and conditions consist of a general part and a number of additional modules. The provisions of the general part apply to every Agreement that Contractor concludes with Client. Depending on the Services purchased, one or more additional modules may also apply. In the event of conflicts between the general part and a specific module, the provisions of the relevant module prevail.
- 2.3. Deviations from the general terms and conditions are only valid if expressly agreed in writing by Contractor and Client and apply only to the specific Agreement for which they were agreed.
- 2.4. Any purchasing or other terms and conditions of Client do not apply to the Agreement, unless the Parties have expressly agreed otherwise in writing. In the latter case, the general terms and conditions always take precedence over the purchasing or other terms and conditions applied by Client.
- 2.5. In the event of a conflict between provisions from different parts of the Agreement and the general terms and conditions, the order of precedence below applies, whereby the document mentioned first always takes precedence over the document mentioned later:
 - a. Contractor's quotation or proposal;
 - b. the data processing agreement (if applicable);
 - c. the service level agreement (if applicable);
 - d. these general terms and conditions.

Article 3. Formation of the Agreement

- 3.1. All quotations and offers of Contractor are non-binding and valid for 30 days after the date stated in the quotation or offer.
- 3.2. Client guarantees the accuracy and completeness of the data provided to Contractor by or on behalf of Client, on which Contractor bases its offer. If such data proves to be incorrect or incomplete, Contractor has the right to amend, terminate, or dissolve the offer or the Agreement already concluded.
- 3.3. An Agreement is formed when Client accepts, in writing or otherwise, an unchanged valid quotation and/or offer from Contractor. In the case of verbal acceptance, Contractor may require written confirmation before commencing performance of the Agreement.

Article 4. Performance of the Agreement

- 4.1. After Client has accepted Contractor's quotation or offer, Contractor will endeavour to deliver the Services as soon as possible, in accordance with the Agreement. Any deadlines mentioned by Contractor are always indicative and do not constitute strict deadlines.
- 4.2. The Services are provided by Contractor to Client on a "best effort" basis, unless Contractor has expressly promised a specific result or a specific guarantee in the Agreement.
- 4.3. If it has been agreed that the Agreement will be performed in phases, Contractor is entitled to postpone the commencement of the Services belonging to a subsequent phase until Client has approved the results of the preceding phase in writing.

- 4.4. Contractor is not obliged to follow instructions that change or supplement the content or scope of the agreed Services. If such instructions are nevertheless followed, the relevant work will be remunerated in accordance with Article 6 of these general terms and conditions.
- 4.5. Contractor has the right to engage third parties in the performance of the Agreement. Any costs associated with this will only be borne by Client if this has been agreed in advance.

Article 5. Payment terms

- 5.1. As compensation for the Services, Client owes the prices as set out in the Agreement. Unless expressly stated otherwise, all prices quoted by Contractor are exclusive of value added tax (VAT) and other government-imposed levies.
- 5.2. Contractor has the right to invoice the Services in advance. Client hereby agrees to electronic invoicing by Contractor. Client shall pay Contractor's invoices within the payment term stated on the invoice. If no payment term is stated on Contractor's invoice, a payment term of 14 days applies.
- 5.3. Unless expressly agreed otherwise, price indications, estimates, budgets, and/or preliminary calculations from Contractor are indicative only, and no rights or expectations may be derived from them. Contractor is only obliged to inform Client when a preliminary calculation or budget is exceeded if the Parties have agreed to this.
- 5.4. If Client disagrees with the content of an invoice, Client has the right to suspend payment of the disputed part (but not the remaining part) of the invoice. Any dispute must be communicated to Contractor in writing within the payment term. Contractor will assess as soon as possible after the dispute is raised whether it is justified or not. If the dispute turns out to be unjustified, Client will still settle the outstanding amount within 14 days.
- 5.5. If Client, other than in the situation described in the previous paragraph, fails to pay an invoice in full or in part within the payment term, Contractor will send a payment reminder, giving Client another 14 days to pay the invoice in full. If Client remains in default after the reminder, Client is in default by operation of law. In such a case, Contractor is entitled to (i) charge Client the statutory interest for commercial transactions on the outstanding amount, and (ii) suspend the Services in whole or in part until the outstanding amount has been paid in full by Client.
- 5.6. If Client again fails to pay an outstanding invoice after a demand or notice of default, Contractor has the right to refer the claim to a third party for collection. Any extrajudicial and judicial costs incurred by Contractor in this respect, including the costs of legal advisers, lawyers, bailiffs, and collection agencies, will in that case be fully borne by Client.
- 5.7. Contractor is entitled to increase the rates annually during the term of an Agreement, effective 1 January, in accordance with the CBS consumer price index for all households of the preceding calendar year.

Article 6. Change of assignment / additional work

- 6.1. Client accepts that the schedule of the Agreement may be affected if the scope of the Agreement is expanded and/or amended in the interim. If the interim change affects the agreed fee, Contractor will notify Client of this as soon as possible.

- 6.2. If, as a result of a change to the Agreement due to additional requests or wishes of Client, Contractor must perform additional work, this work will be charged to Client on a time-and-materials basis at the rates customary at that time, unless expressly agreed otherwise in writing.
- 6.3. Contractor is entitled to carry out this additional work without (prior) written consent from Client insofar as the costs of this additional work do not exceed ten percent (10%) of the originally agreed total fee.
- 6.4. If the costs of additional work exceed ten percent (10%), Contractor will notify Client thereof. The Parties will then discuss the measures to be taken in mutual consultation.

Article 7. Client's obligations

- 7.1. Client shall ensure that all data and/or information that Contractor indicates is necessary, or which Client should reasonably understand to be necessary for the performance of the Agreement, including information regarding laws and regulations specific to Client's industry that Contractor must observe, is provided to Contractor in a timely manner, and shall provide all cooperation requested by Contractor.
- 7.2. If data required for the performance of the Agreement is not provided to Contractor in a timely manner, Contractor has the right to suspend performance of the Agreement and/or to charge Client for the additional costs resulting from the delay, at the then-applicable customary rates.
- 7.3. Insofar as usernames and/or passwords are provided by Contractor in the context of the Agreement, Client is responsible for these usernames and/or passwords and is solely and fully liable for any misuse thereof, unless such misuse is the result of intent or deliberate recklessness on the part of Contractor.
- 7.4. Insofar as usernames and/or passwords are provided by Contractor in the context of the Agreement, Client is prohibited from providing these usernames and/or passwords to third parties without Contractor's consent.

Article 8. Term and termination

- 8.1. If the Agreement relates exclusively to the provision of certain Services that end upon completion of specific work or tasks (i.e. a "one-off agreement"), the term is equal to the period required to deliver the relevant Services.
- 8.2. If the Agreement relates in whole or in part to the periodic or continuous provision of certain Services (i.e. a "continuing agreement"), the term will be recorded in writing. If the Parties have not made further arrangements regarding the term, the Agreement is deemed to have been entered into for a period of at least 12 months.
- 8.3. If the Agreement is a continuing agreement entered into for a definite period, it may be terminated in writing by either party at the end of the term, subject to a notice period of 3 months. In the absence of such termination, the Agreement will be tacitly renewed each time for a period of 12 months.
- 8.4. If the Agreement is a continuing agreement entered into for an indefinite period, it may be terminated in writing by either party at any time after an initial period of 12 months, subject to a notice period of 3 months.

- 8.5. The Parties are not permitted to terminate the Agreement prematurely, except in cases for which an explicit exception has been made in these general terms and conditions or in other parts of the Agreement.
- 8.6. Contractor has the right to suspend the Agreement (in whole or in part) with immediate effect, or to terminate or dissolve the Agreement (in whole or in part), if:
- a. Client fails to fulfil its obligations under the Agreement, or fails to do so in a timely manner, and does not remedy the shortcomings within a reasonable period after being given notice of default. A prior notice of default is not required, however, in cases where default occurs by operation of law;
 - b. Client files for or is declared bankrupt, applies for or is granted a suspension of payments, Client's business is liquidated, or its business activities are discontinued;
 - c. circumstances arise as a result of which performance of the Agreement becomes impossible, or as a result of which unchanged continuation of the Agreement cannot reasonably be required of Contractor.
- 8.7. In the event of dissolution of the Agreement, there will be no reversal of Services already provided and the associated payment obligations.
- 8.8. After termination or dissolution of the Agreement, any remaining claims of Contractor against Client are immediately due and payable, regardless of the reason for termination.

Article 9. Intellectual Property Rights

- 9.1. All Intellectual Property Rights to the Services provided under the Agreement, as well as to all other Materials or information made available by Contractor, are vested in Contractor or its suppliers, unless otherwise agreed in writing.
- 9.2. Client obtains only a non-exclusive, non-transferable, and non-sublicensable right to use the Services and other Materials for the duration of the Agreement, and solely for its own use.
- 9.3. Client is not permitted to remove or alter any indication of Intellectual Property Rights from the Materials.
- 9.4. Contractor may take (technical) measures to protect the Materials. Client is not permitted to circumvent or remove these.
- 9.5. The Parties agree that no Intellectual Property Rights vest in AI-generated results. Should any intellectual property right nevertheless arise – in deviation from this principle – in AI-generated results, this right will at all times vest in Contractor, and Client will only obtain a licence to use the relevant result, on the understanding that Client acknowledges and agrees that the nature of AI-generated results means that similar results may be generated and used by other parties, and Client can therefore not claim exclusivity with respect to any AI-generated result.
- 9.6. Contractor is permitted to use Client's (company) name, logo, and a general description of Client, as well as the results developed in the context of the Agreement, for its own promotion and/or publicity.

Article 10. European Accessibility Act

- 10.1. Client expressly acknowledges that compliance with the European Accessibility Act (“EAA”) is solely its own responsibility. Contractor reserves the right to verify at any time whether the Materials comply with the EAA, but accepts no (ultimate) responsibility for full or ongoing compliance.
- 10.2. Contractor will endeavour to take appropriate technical and organisational measures during the design, development, and testing phases of Materials, in accordance with prevailing industry best practices and the accessibility requirements applicable under the EAA at the time. However, Contractor does not guarantee that all EAA requirements will ultimately be fully complied with by Client.
- 10.3. Client remains solely responsible at all times for:
- a. carrying out accessibility audits and assessments;
 - b. implementing further corrections or adjustments;
 - c. applying updates or patches resulting from changes in applicable laws and regulations.
- 10.4. If, at Client’s request, Contractor provides reasonable cooperation by supplying relevant documentation, test reports, and specifications in order to support Client in achieving full EAA compliance, the relevant work will be remunerated in accordance with Article 6 of the General Terms and Conditions.
- 10.5. Contractor is not liable for fines, damages, claims, or other costs and/or losses arising from or related to Client’s failure to comply with the EAA or any accessibility requirements.

Article 11. Confidentiality

- 11.1. The Parties will treat all Confidential Information obtained from each other as strictly confidential and will keep it secret.
- 11.2. The receiving Party shall ensure that Confidential Information of the disclosing Party is afforded the same level of protection as its own confidential information, but at least a reasonable level of protection.
- 11.3. The Parties shall also impose the confidentiality obligation described above on their employees and any third parties engaged.
- 11.4. The obligation to keep Confidential Information secret does not apply insofar as the receiving Party can prove that such information:
- a. was already in the possession of the receiving Party prior to the date of disclosure;
 - b. is obtainable from a third party without that third party breaching any confidentiality obligation towards the disclosing Party by providing it;
 - c. is available from public sources, such as newspapers, patent databases, or publicly accessible websites or services; or
 - d. was independently developed by the receiving Party without use of any information from the disclosing party.

- 11.5. If the receiving Party receives an order from a competent authority to disclose Confidential Information, it is entitled to comply with that order. However, the receiving Party is obliged to inform the disclosing Party of the order as soon as possible, unless the order or the law expressly prohibits this. If the disclosing Party takes measures (for example, through summary proceedings) against the order, the receiving Party will wait with disclosure until a decision has been made on such measures, insofar as legally possible.

Article 12. Liability

- 12.1. Contractor's liability for damages or other claims resulting from an attributable failure in the performance of (including breaches of warranties or indemnities), a tort, or any other ground, is limited to compensation for direct damage suffered by Client, up to a maximum of the value of the Services purchased by Client. If the Agreement is a continuing agreement, the aforementioned liability is limited to the amount paid by Client to Contractor under the Agreement (excluding VAT) over a period of 6 months prior to the occurrence of the damage. Notwithstanding the foregoing limitation of liability per event, Contractor's liability per calendar year is limited to an absolute maximum of €100,000 per calendar year, regardless of the number of events in that year.
- 12.2. Without prejudice to the foregoing, Contractor is expressly not liable for indirect damage. In this context, indirect damage is understood to mean: loss of profit, missed savings, reduced goodwill, and damage as a result of business interruption.
- 12.3. Contractor's liability for an attributable failure in the performance of the Agreement only arises if Contractor is given prompt and proper written notice of default by Client, whereby a reasonable period is given to remedy the failure, and Contractor still remains attributable in default after that period. The notice of default must contain as detailed a description as possible of the failure, so that Contractor is able to respond adequately.
- 12.4. Client's use of the (results of the) Services is entirely at Client's own risk and responsibility. Contractor accepts no liability for the use Client makes of the Services. Client indemnifies Contractor against any claims by third parties resulting from Client's use of the Services.
- 12.5. Any limitations or exclusions of Contractor's liability included in the Agreement lapse insofar as the damage is the result of intent or deliberate recklessness on the part of Contractor's management, or death or physical injury.

Article 13. Force majeure

- 13.1. Contractor is not obliged to fulfil the Agreement if performance is prevented as a result of force majeure.
- 13.2. Force majeure is understood by the Parties to include, but is not limited to: fire, floods, strikes, power outages, disruptions in telecommunications infrastructure, force majeure on the part of Contractor's suppliers, network attacks, import and export restrictions, war, and terrorism. Any liquidity problems of Client do not qualify as force majeure.
- 13.3. Insofar as Contractor has already performed part of the Agreement at the time force majeure arises, or can still perform it, and this part has independent value, Contractor has the right to invoice the performed or still-to-be-performed part separately and to invoice Client for it.

- 13.4. In the event of force majeure, Contractor may suspend performance of the Agreement for as long as the situation continues. If the situation lasts longer than 3 months, both Parties have the right to terminate the Agreement in writing, without any obligation to pay damages to the other Party.

Article 14. Amendments

- 14.1. Contractor has the right to amend these general terms and conditions and will announce amendments to Client at least 30 days in advance. Amendments also apply to Agreements already concluded.
- 14.2. If Client does not wish to accept an amendment, Client may object in writing within 14 days of the announcement. If Contractor decides to implement the amendment despite Client's objection, Client may terminate the Agreement in writing, effective no later than the date on which the amendment takes effect.
- 14.3. The procedure described above does not apply to amendments of minor importance or to amendments in Client's favour. Such amendments may be implemented unilaterally and with immediate effect by Contractor. Client will nevertheless be informed of such amendments as soon as possible.

Article 15. Miscellaneous

- 15.1. Neither Party will, during the term of the Agreement and for 1 (one) year after its end, recruit or otherwise approach employees of the other party with a view to employing them, or otherwise having them work for it, directly or indirectly. If a Party does so anyway, that Party must pay the other party reasonable compensation, whereby the Parties consider compensation equal to one gross annual salary of the recruited employee to be reasonable.
- 15.2. The Parties may only transfer the rights and obligations arising from the Agreement to a third party with the written consent of the other party. However, Contractor has the right to transfer the Agreement without prior consent or cooperation from Client to a parent, sister, or subsidiary company, or to a third party in the event of a merger or acquisition. Contractor will inform Client in writing as soon as possible if such a transfer has taken place.
- 15.3. If a dispute arises between the Parties that cannot be resolved through mutual consultation, the Parties will endeavour to resolve this dispute through mediation before submitting it to the competent court.
- 15.4. Dutch law applies to the Agreement. Insofar as mandatory law does not prescribe otherwise, and without prejudice to the foregoing, any disputes between the parties related to the Agreement will be submitted to the Dutch court in the district in which Contractor is established.
- 15.5. If a provision of the Agreement proves to be null, voidable, or otherwise invalid, this does not affect the validity of the Agreement as a whole. In such a case, the Parties will establish a replacement provision that reflects the intent of the original clause as closely as legally possible.
- 15.6. The general terms and conditions are available in both Dutch and English. In the event of any differences in content or meaning between these versions, the Dutch version shall prevail.

Module B: Processing of personal data

If Contractor processes personal data on Client's behalf under the Agreement, the provisions of this Module Processing of Personal Data apply. Unless otherwise agreed, this Module Processing of Personal Data shall, in such case, serve as a (sub-)processing agreement between the Parties, whereby Contractor, as (sub-)processor, will process personal data on behalf of Client.

Article 1. Processing of personal data

- 1.1. Contractor will process personal data solely in the context of the performance of the Agreement, plus those purposes that are reasonably connected therewith or that are determined with the further consent of Client.
- 1.2. The personal data that Contractor processes in the performance of the Agreement relate to (i) the persons using the Services and (ii) information of employees of Client's customers and/or relations.
- 1.3. The personal data processed by Contractor may consist of (i) name and address details, (ii) account details (usernames and passwords), (iii) telephone numbers and email addresses, and (iv) log data regarding use of the Services. Which personal data Contractor specifically processes on behalf of Client depends on the Services deployed by Client.
- 1.4. Contractor has no independent control over the purpose and means of the processing of personal data. Contractor does not make any independent decisions regarding the receipt and use of the personal data, disclosure to third parties, or the duration of storage of personal data.

Article 2. Obligations of the Parties

- 2.1. Each Party will ensure compliance with its own obligations under the GDPR and other applicable privacy laws and regulations.
- 2.2. At Client's express request, Contractor will inform Client within a reasonable period about the measures it has taken with regard to the obligations referred to in the previous paragraph.
- 2.3. Client guarantees that the content, use, and instructions for processing personal data are not unlawful and do not infringe the rights of third parties, and indemnifies Contractor against all third-party claims in this respect.
- 2.4. Contractor will support Client in carrying out a Data Protection Impact Assessment ("DPIA") or prior consultation with the supervisory authority, should this be legally required. The costs associated with this are borne by Client.
- 2.5. Contractor will inform Client if, in Contractor's opinion, an instruction from Client conflicts with the GDPR or other applicable privacy laws and regulations.

Article 3. Transfer of personal data

- 3.1. Contractor may process personal data in countries within the European Economic Area ("EEA"). Transfer to countries outside the EEA is also permitted, provided the requirements of the GDPR are observed.
- 3.2. At Client's express request, Contractor will inform Client within a reasonable period about the country or countries in which the personal data is processed.

Article 4. Engagement of sub-processors

- 4.1. Client hereby grants Contractor general consent to engage third parties ("sub-processors") in the processing of personal data, provided Contractor complies with the GDPR and other applicable laws and regulations. An up-to-date list of sub-processors engaged by Contractor can be requested by email from Contractor.
- 4.2. Contractor will contractually oblige every sub-processor to comply with the same or equivalent obligations as agreed between Client and Contractor regarding the processing of personal data. In the event of errors by sub-processors, Contractor is liable to Client as if it had made the errors itself.

Article 5. Confidentiality and security

- 5.1. Personal data processed by Contractor must always be regarded as Confidential Information. The confidentiality arrangements set out in Article 11 therefore also apply to this data.
- 5.2. Contractor will take appropriate technical and organisational measures with regard to the processing of personal data in order to protect it against loss or any form of unlawful processing (such as unauthorised access, alteration, or disclosure of personal data).
- 5.3. Although Contractor makes every effort to prevent loss or unlawful processing of personal data, Contractor cannot guarantee that the security measures taken will be effective under all circumstances.
- 5.4. Contractor holds various certifications relating to the security of the Services. Further information about security and these certifications can be requested by email.

Article 6. Data breaches

- 6.1. Client is itself responsible for reporting a personal data breach ("data breach") to the relevant supervisory authority and to the data subjects whose personal data has been breached. To enable Client to comply with this obligation, Contractor will notify Client without undue delay in the event of a data breach.
- 6.2. Contractor's notification obligation to Client includes, in any case, notifying the fact that a data breach has occurred, as well as, insofar as known to Contractor, the information referred to in Article 33(3) GDPR. If Contractor does not have all the information referred to in this article, it will nevertheless collect and make it available to Client as soon as possible.
- 6.3. If required by law and regulations, Contractor will cooperate in informing the relevant supervisory authorities and the data subjects whose personal data has been breached. Any costs associated with this are borne by Client.

Article 7. Rights of data subjects

- 7.1. If a data subject wishes to exercise one of their statutory rights and addresses the request to Contractor, Contractor will forward this request to Client. Client will then be responsible for handling the request. Contractor may inform the data subject that the request has been forwarded.
- 7.2. If a data subject addresses a request to exercise one of their statutory rights to Client, Contractor will, at Client's request, provide reasonable cooperation if Client cannot handle the request itself. Any costs associated with this are borne by Client.

Article 8. Audit

- 8.1. Client has the right to have periodic audits carried out by an independent expert third party bound by confidentiality, to verify Contractor's compliance with the obligations arising from this module. The costs of this, including the reasonable costs incurred by Contractor in the audit, are borne by Client.
- 8.2. The audit referred to above will only proceed insofar as Client has requested, assessed, any existing audit reports already available at Contractor, and puts forward reasonable arguments that justify an audit initiated by Client (whether on specific elements or not). An audit is justified if and insofar as the reports available at Contractor provide no or insufficient assurance regarding compliance with this module by Contractor.
- 8.3. Contractor will cooperate with the audit and make available, as promptly as possible and in any case within a reasonable period, all information reasonably relevant to the audit, including supporting data such as system logs, and employees. In carrying out the audit, efforts will be made to limit the impact on Contractor's business operations as much as possible.
- 8.4. The audit initiated by Client will not take place earlier than 2 weeks after announcement by Client. The Parties will agree on the exact date and time of the audit in consultation.
- 8.5. Client will carry out an audit at Contractor no more than once a year, unless there is a concrete and demonstrable suspicion of non-compliance with the arrangements in this module by Contractor.
- 8.6. The findings resulting from the audit carried out will be assessed by the Parties in mutual consultation and, as a result thereof, may or may not be implemented by one of the parties or by the Parties jointly.

Article 9. Return or destruction

- 9.1. If the Agreement ends, Contractor will, within a reasonable period, return to Client all personal data it has processed on Client's instructions under the Agreement, or delete or destroy it, at Client's choice. The reasonable costs associated with this are borne by Client.

Module C: Development of Deliverables

If Contractor, under the Agreement, develops a website, application, layout, data file, software, documentation, advice, marketing campaign, report, analysis, design, text, photo, film, sound recording, image, audiovisual material, logo, or house style (hereinafter: "Deliverable") on Client's instructions, then, in addition to the general provisions of the general terms and conditions, the provisions of this Module C apply. The other terms written with a capital letter in this module are defined in the general provisions of the general terms and conditions.

Article 1. Development of Deliverables

- 1.1. The Deliverable will be developed by Contractor in accordance with the specifications set out in the Agreement.
- 1.2. Contractor has the right to require written approval of a design and/or concept of the Deliverable before starting development, and to suspend development until this approval has been received.

Article 2. Right of use

- 2.1. Unless otherwise provided in the Agreement, Contractor grants Client the non-exclusive, non-transferable, and non-sublicensable right to use the Deliverable in accordance with the provisions of the Agreement.
- 2.2. Unless otherwise agreed, the source code of the Deliverable and the technical documentation used or produced in developing the Deliverable will not be made available to Client.
- 2.3. If Client so requests, Contractor will, at Client's expense, deposit the source code of the Deliverable in escrow with an escrow service provider selected by Contractor, in order to safeguard Client's use of the Deliverable.
- 2.4. Immediately after any termination of the right to use the Deliverable, Client will cease use and return or destroy all copies of the Deliverable to Contractor, at Contractor's discretion.
- 2.5. Client is at all times solely responsible for the use of the Deliverable. Client is not permitted to use the Deliverable for acts and/or conduct that conflict with the Agreement, any applicable law or regulation, public order, morality, or that are otherwise unlawful. Client indemnifies Contractor against all third-party claims arising from any breach of the foregoing.

Article 3. Acceptance testing

- 3.1. If this has been agreed or follows from the nature of the Services, Client may subject the Deliverables to an acceptance test. Client will carry out the acceptance test in accordance with the provisions of this article.
- 3.2. Prior to performance of the Agreement, the Parties will record in writing the requirements the Deliverables must meet. Contractor will then perform the Agreement and deliver the Deliverables to Client.
- 3.3. Client will carry out an acceptance test within 14 days after delivery by Contractor, and will approve or reject the Deliverable in writing. If Client does not reject the Deliverable within this period, or if Client puts the Deliverables into operational use, they are deemed to have been accepted. Client must sufficiently substantiate any rejection, so that Contractor has the opportunity to remedy any defects.
- 3.4. Client may only reject the Deliverables if they do not meet the agreed requirements or specifications. Client will not withhold its approval on the basis of minor defects, but such defects will nevertheless be remedied by Contractor as soon as possible after acceptance.
- 3.5. In the event of rejection, Contractor will make every effort to remove the reason for rejection as soon as possible. Contractor may do this by giving reasons why the reason for rejection does not apply, or by making adjustments. Client will then carry out a new acceptance test in accordance with Article 3.3.
- 3.6. The costs of any remedial work are borne by Client, unless the Parties have agreed a fixed price for the Services.

- 3.7. If the Deliverables are repeatedly (at least 3 times) rejected by Client and one of the Parties no longer considers further adjustment meaningful, both parties have the right to terminate the Agreement in writing with immediate effect. In that case, Client is only obliged to pay for the work already performed by Contractor, but does not have the right to continue using the Deliverables.
- 3.8. If the Agreement is performed in phases, Contractor may suspend performance of the Services in a subsequent phase until Client has approved the results of the preceding phase in writing.
- 3.9. After acceptance of the Deliverables by Client, Contractor's liability for any defects in the delivered item lapses. Contractor may, however, perform maintenance for Client if this is part of the Agreement.

Article 4. Maintenance

- 4.1. If agreed in writing, Contractor may provide support with regard to Deliverables supplied by Contractor in accordance with the provisions of this article, possibly supplemented by a service level agreement. These Services are optional and are provided on the basis of an annual support subscription or a separate service level agreement.
- 4.2. Unless otherwise agreed in the Agreement, a support subscription is entered into for a period of twelve (12) months and is tacitly renewed each time for equal periods, unless Client gives written notice of termination no later than three (3) months before the end of the then-current period.
- 4.3. Support is offered via a helpdesk that is available by telephone and email during Contractor's usual office hours (Monday to Friday from 9:00 a.m. to 5:30 p.m., excluding official public holidays). Contractor will endeavour to handle helpdesk requests within a reasonable period. Any specific response and resolution times will, where applicable, be set out in the Agreement or a service level agreement.
- 4.4. Contractor may impose restrictions on the use of the forms of support offered. In addition, Contractor is free to determine and/or change the availability and response times of support, unless otherwise agreed.
- 4.5. Further and additional agreements regarding (deviating) availability of (telephone) support and response times will, if agreed by the Parties, be recorded in a service level agreement.
- 4.6. If Client reports a defect in the Deliverable to Contractor, it will only be dealt with if the defect is demonstrable and reproducible.
- 4.7. Restoration of damaged or lost client data, where the damage or loss is attributable to Client, does not fall under the support referred to in this article and will be carried out on a time-and-materials basis at the hourly rates then in effect.
- 4.8. The agreed maintenance obligations do not apply to:
 - a. problems caused by use contrary to these general terms and conditions or Contractor's instructions;
 - b. modifications, extensions, or integrations not carried out or approved by Contractor;
 - c. faults in hardware, operating systems, network connections, or third-party software;
 - d. use of the Deliverables outside the agreed configuration or technical infrastructure.

- 4.9. Contractor may change the terms or rates for support services annually. If Client does not agree with a change, Contractor may terminate the support subscription in writing, subject to a notice period of thirty (30) days prior to the effective date of the change.
- 4.10. Contractor is not obliged to make backup copies ("back-ups") of the Deliverables and data processed by or on behalf of Contractor. Responsibility for this rests with Client, unless this is explicitly part of the Services agreed between the Parties.

Article 5. Warranties

- 5.1. Contractor will use its best efforts to remedy errors in the Deliverable within a reasonable period, if these are reported to Contractor with a detailed description within a period of three (3) months after delivery, or, if an acceptance test has been agreed between the Parties, within three (3) months after acceptance.
- 5.2. Unless otherwise agreed in writing, Contractor does not guarantee that the Deliverable will function (properly) in combination with all software (including web browsers) and/or equipment, or that the Deliverable will function and/or be accessible without faults, interruptions, or other errors.
- 5.3. If Contractor delivers a Deliverable or Services to Client that Contractor has received from its suppliers, Contractor is not obliged to provide Client with a warranty going beyond what Contractor is entitled to claim from its supplier, provided Contractor notifies Client of this.
- 5.4. The warranty obligation lapses if:
 - a. Client makes or has made changes to the Deliverable without Contractor's written consent;
 - b. there is use error or improper use by Client;
 - c. there are other causes not attributable to Contractor; or
 - d. the errors could have been identified during the agreed acceptance test.
- 5.5. Contractor will endeavour, insofar as reasonably possible, to restore affected or lost information.

Article 6. Third-party software

- 6.1. Insofar as Contractor makes third-party software available to Client, the terms and conditions of that third party will apply to that software, superseding the provisions of these general terms and conditions, provided this has been communicated to Client in writing by Contractor. Client accepts the relevant third-party terms. These terms are available for inspection by Client at Contractor, and Contractor will send them to Client upon request.
- 6.2. Insofar as the relevant third-party terms are, for whatever reason, deemed not to apply, or are declared inapplicable, in the relationship between Client and Contractor, the provisions of the general terms and conditions apply.
- 6.3. Contractor is free to use open source components in developing the Deliverable. At Client's request, Contractor will make available an overview of the open source components used and the licence terms applicable to them.

Module D: Advertising Sales and Media Budget

If Contractor, under the Agreement, performs work for Client in the field of marketing, advertising, online advertising sales, and campaign management (hereinafter “Advertising Sales”) or the management of advertising, marketing, or media budgets (hereinafter “Media Budget”), then, in addition to the general provisions of the general terms and conditions, the provisions of this Module D apply. The other terms written with a capital letter in this module are defined in the general provisions of the general terms and conditions.

Article 1. Marketing in general

- 1.1. Insofar as Contractor has made forecasts in advance regarding possible results of the Advertising Sales, these are estimates only and do not bind Contractor. Contractor will perform its work on a best-efforts basis and cannot guarantee any revenue, clicks, visitors, or reach of potential and existing customers and visitors of Client’s website.
- 1.2. Where maintenance of advertisements and advertising campaigns with third parties forms part of the agreed Services, Contractor will endeavour to manage the agreed advertising campaigns with the relevant parties.

Article 2. Client’s obligations

- 2.1. Client will provide all cooperation reasonably requested by Contractor and will provide Contractor in a timely manner with all information reasonably necessary for performance of the Agreement, including information regarding laws and regulations specific to Client’s industry that Contractor must observe, for example concerning advertising bans and information obligations.
- 2.2. If Client – whether or not via a third party – provides advertising material to Contractor, Client guarantees that this advertising material is always drawn up in accordance with applicable laws and regulations, including – but not limited to – the Dutch Advertising Code, and Client also guarantees that this advertising material does not infringe any Intellectual Property Rights or other rights of third parties.
- 2.3. If Client – whether or not via a third party – provides advertising material to Contractor, Client guarantees that the advertising material meets the technical specifications communicated to Client in advance by Contractor, is free of technical defects, and is sufficiently suitable for the placement of measurement systems.
- 2.4. Client is obliged to fulfil all obligations towards third parties, insofar as this affects the performance of the Agreement by Contractor.

Article 3. Contractor’s obligations

- 3.1. At Client’s request, Contractor will specify, within a reasonable period after spending the Media Budget made available by Client for Advertising Sales, which part of the budget was spent on media purchasing and which part was spent on costs for campaign management.
- 3.2. If Contractor independently prepares advertising material on Client’s instructions, Contractor guarantees that the advertising material complies with applicable laws and regulations and that the advertising material does not infringe any Intellectual Property Rights or other rights of third parties, except insofar as such infringement is attributable to Client.

Article 4. Access to third-party accounts

- 4.1. Client is obliged to grant Contractor continuous access, during the term of the Agreement, to all tools, accounts, and systems, including those held with third-party service providers, that are reasonably necessary for performance of the Agreement. Client will, insofar as necessary, provide in a timely manner all information, authorisations, and data required to enable access to these accounts.
- 4.2. Client is responsible for the correct setup, authorisations, valid licences, and technical availability of the accounts to which Contractor requires access. If licence terms apply to these accounts or tools, Client guarantees that it lawfully holds such licences and that use by Contractor is permitted within the scope of that licence. Client will inform Contractor in a timely manner of any restrictions or relevant terms. Contractor is not liable for damage resulting from incorrect settings, missing licences, inadequate access, or malfunctions on the part of these third parties.
- 4.3. Contractor will follow reasonable instructions and guidelines provided by Client regarding the use of Client's accounts with third-party service providers. However, Contractor has obligations only towards, and is in no way liable towards, these third parties.
- 4.4. Insofar as Client uses Contractor's accounts with third-party service providers, Client will always strictly follow the instructions provided by Contractor in this respect, including – but not limited to – payment terms. Client is liable for, and indemnifies Contractor against, all damage resulting from Client's failure to comply with these instructions in a timely manner.

Article 5. Cookies

- 5.1. Insofar as Client's activities, or those of the party with whom agreements are concluded on Client's behalf in the context of Advertising Sales, involve the placement and reading of information on end-users' terminal equipment (hereinafter: "Cookies"), Client acknowledges that Client bears full responsibility for complying with all applicable legislation regarding the placement and reading of Cookies, and acknowledges that Contractor bears no responsibility whatsoever in this respect.
- 5.2. Client guarantees that it always acts in full compliance with all applicable laws and regulations regarding Cookies, including – but not limited to – the Dutch Telecommunications Act. In particular, Client guarantees that, in accordance with applicable laws and regulations, Client (i) does not place, have placed, read, or have read Cookies before Client has obtained adequate consent from the end-user, and (ii) provides end-users with adequate information in the form of a cookie policy before Client proceeds to place and read Cookies. Client will, at Contractor's request, be able to sufficiently demonstrate this in writing.
- 5.3. Client is liable for all damage suffered or to be suffered by Contractor as a result of non-compliance with this Article 5 and/or as a result of any breach by Client of applicable laws and regulations, and fully indemnifies Contractor against all third-party claims, including – but not limited to – fines imposed by supervisory authorities, resulting from and/or related to a breach of this Article 5 by Client.

Article 6. Measurements

- 6.1. For the calculation of the agreed fees, Contractor's administration and measurement systems will be used, unless Client's measurement systems produce a higher calculation, in which case Client's measurement systems will be used. The administration and results of measurements carried out by Contractor are deemed to constitute authentic evidence.
- 6.2. For the calculation of the agreed fees, unless otherwise agreed, the gross order value will be used, whereby incomplete orders placed by end-users are also regarded as orders on which the agreed fee will be calculated, unless the difference between gross and net order value is demonstrably attributable to Contractor.
- 6.3. In the event of interruption, suspected interference with the measurement systems, or a discrepancy of more than 10% between Contractor's and Client's measurement systems, Contractor is entitled to calculate the fee due based on reasonably estimated measurement results, which may be estimated on the basis of earlier measurement results.

Article 7. Management of Media Budget

- 7.1. Insofar as necessary for performance of the Agreement, Contractor is authorised to perform actions in the name and at the risk of Client within Client's accounts with third-party service providers, including but not limited to the purchase of advertising space or other media placements from the agreed Media Budget. Client accepts that the consequences of these actions are binding on it as if it had performed them itself.
- 7.2. In deviation from the previous paragraph, it may be provided in the Agreement that Contractor spends the Media Budget in its own name and for its own account, on behalf of and on the instructions of Client. In that case, Contractor will invoice the agreed Media Budget to Client in advance. Contractor will only proceed to deploy the Media Budget after this invoice has been paid in full.
- 7.3. Contractor will endeavour to deploy and/or spend the Media Budget agreed with Client as effectively as possible. However, Contractor cannot give any guarantees regarding the reach or effectiveness of certain advertisements, campaigns, or other media placements. Any objectives agreed between the Parties are indicative only and should not be construed as a performance obligation for Contractor. Contractor will take into account any (spending) requirements when deploying the Media Budget, insofar as expressly and in writing agreed.
- 7.4. Client remains fully responsible for the availability and timely payment of the Media Budget, regardless of whether payment is made directly to the third-party service provider by Client or via invoicing by Contractor. Unless expressly agreed otherwise, Contractor will only proceed to deploy the Media Budget and the associated work after Client has met its payment obligations.
- 7.5. If Client does not provide access to necessary accounts, or remains in default of timely payment, Contractor is entitled to suspend its work without being in default or liable for any resulting damage. In that case, Client's obligations, including payment obligations, remain fully in force.

Article 8. Remaining Media Budget

- 8.1. If, after the end of a campaign or agreed period, it appears that (part of) the Media Budget made available by Client has not been spent, Contractor will inform Client of this. The Parties will record in the Agreement how any remaining Media Budget will be dealt with after the end of a campaign or other agreed period.
- 8.2. Unless otherwise agreed, the Media Budget is non-refundable. Any remainder of the Media Budget may, by mutual agreement between the Parties, be used for additional campaigns or media placements. Contractor is not obliged to credit any remainder of the Media Budget to Client.

Article 9. Mailings

- 9.1. If, as part of the Services, Contractor sends electronic messages on behalf of Client (such as email newsletters or promotional messages), the provisions of this article apply.
- 9.2. Client guarantees that all provided email addresses or other contact details to be used are correct and that the relevant recipients have explicitly consented ("confirmed opt-in") to receiving the messages to be sent under the assignment, or that there is a statutory provision granting the right to send these messages without explicit consent. At Contractor's request, Client will provide evidence of this.
- 9.3. Client indemnifies Contractor against all third-party claims, fines, and other sanctions from enforcement authorities (such as the ACM, the Gaming Authority, and the Dutch Data Protection Authority) arising from the sending of these messages by Contractor.
- 9.4. Contractor is entitled to suspend the sending process if, during performance, it receives complaints from recipients to the effect that these messages were sent without consent. Contractor is not liable for any damage Client may suffer as a result.
- 9.5. Insofar as Client provides or supplies the content and/or layout of messages, Client will ensure that this complies with all statutory requirements regarding electronic communications, including the requirement to state Client's identity, contact details, and unsubscribe options.

Article 10. Programmatic Advertising

- 10.1. Programmatic Advertising is a Service fully managed by Contractor for Client. This Service consists of several components and is further described in the Agreement. Client is familiar with the functional and operational characteristics of the Services and is responsible for ensuring that the Services meet its needs and requirements.
- 10.2. In order to provide the Services, Contractor uses third-party services, including (real-time bidding) platforms such as SSPs (supply-side platforms), data providers, analytics, exchanges, and/or integrators/aggregators. These third-party services are accessed via the accounts of Contractor, the advertiser, or Client. If access is obtained via an advertiser's account, Client represents and warrants that it is entitled to grant Contractor access under the applicable terms.
- 10.3. When engaging third parties, Contractor will always exercise the necessary care. Client acknowledges that Contractor has no influence over the content or reliability of third-party services. Although Contractor will make commercially reasonable efforts to ensure everything works together, it cannot guarantee that third-party services will always work, or always work reliably, whether or not in combination with Contractor's Services.

- 10.4. Client acknowledges and agrees that the terms of the aforementioned third parties, including any restrictions relating to the nature, content, and reliability of such services, also apply to Client, and Client hereby irrevocably authorises Contractor to accept such terms and restrictions on Client's behalf. Client will also separately accept applicable terms if a third party so requests.
- 10.5. Contractor invoices the estimated amount to be spent with third parties and the associated campaigns prior to the start of the campaign. If a campaign has a duration of more than 2 months, the estimated amounts for 2 months in advance will be invoiced prior to the start of the campaign. The campaign will only start once payment has been made. Thereafter, invoicing will take place one month in advance each month.
- 10.6. If agreed, Contractor may provide monthly reports within 10 working days after each month. Invoicing by Contractor and Client's obligation to pay the amounts referred to in the previous paragraph are not dependent on the (timely) provision of these detailed reports by Contractor. Complaints about invoices must be submitted within 30 days after receipt of the monthly report.

Module E: AI

Article 1. Laws and regulations

- 1.1. Contractor will at all times endeavour to ensure that Client can comply with the AI Act (Regulation (EU) 2024/1689). However, Client remains solely responsible at all times for compliance with applicable laws and regulations in connection with the use of the AI system.

Article 2. Technical infrastructure

- 2.1. Client has the minimum technical infrastructure necessary for the AI system to function correctly and safely. Contractor will inform Client in a timely manner about the requirements of the necessary technical infrastructure.

Article 3. Use of the AI system

- 3.1. Client will not use (or permit the use of) the AI system contrary to Contractor's usage instructions and/or for the purpose of generating results that are contrary to law, public order, morality, or generally accepted standards of proper conduct.
- 3.2. Insofar as the AI system makes use of third-party services or models, the terms of these third parties apply to use by Client. Client accepts the relevant third-party terms. These terms are available for inspection by Client at Contractor, and Contractor will send them to Client upon request.
- 3.3. Given the nature of AI-generated results, it is, in addition to the measures taken by Contractor, Client's responsibility to carefully check whether the results generated with the AI system infringe the rights of third parties before Client actually uses them, and in case of doubt Client must (i) notify Contractor thereof and (ii) make all necessary adjustments to remove the infringing nature.

- 3.4. Client is itself responsible for the competence of the persons who use the AI system and the results generated with the AI system. To this end, Client will only engage persons who have sufficient technical knowledge, experience, education, and training regarding/with (the use of) AI systems, and who have knowledge of the context in which the AI systems will be used and of the persons or groups of persons on whom the AI systems will be used.
- 3.5. Client indemnifies Contractor against any legal claim by third parties, on whatever grounds, in connection with the use of AI or the performance of the services as agreed in the Agreement. This explicitly also includes any legal claim arising from the results generated by AI.
- 3.6. Client is, on the basis of the documentation and usage instructions provided by Contractor, itself responsible for assessing whether, and to what extent, human intervention is necessary for the use of the AI system and/or the results generated with the AI system.

Article 4. Training the AI system

- 4.1. Client makes the agreed training data available to Contractor for use during the term of the Agreement, on the basis of a usage licence. Client guarantees that it is entitled to grant this right of use to Contractor.
- 4.2. Client guarantees that no third-party rights preclude making the training data available to Contractor, and that the training data is suitable for training the AI system. Client indemnifies Contractor against any claim by a third party based on the fact that such provision by Client and use by Contractor conflicts with any right of a third party.
- 4.3. Client guarantees that the training data does not contain personal data. If the training data nevertheless contains personal data, Client guarantees that the personal data has been lawfully processed.

Article 5. Intellectual Property Rights

- 5.1. All rights, including Intellectual Property Rights, to any custom work in the context of AI systems are vested in Contractor. This also applies, among other things, to the development of AI agents or AI agent flows and the associated developed techniques and settings.
- 5.2. Contractor is entitled to reuse any custom work developed as referred to above for its own purposes and in assignments for other clients.