

## GENERAL TERMS AND CONDITIONS (B2B) SLINGER B.V.

Located at Overtoom 323, 1054 JL Amsterdam, the Netherlands

Registered with the Chamber of Commerce under number 75366088

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## Article 1. Definitions

1. In these General Terms and Conditions, the following terms are capitalised and have the following meanings, unless a different meaning is assigned elsewhere in the General Terms and Conditions or if a different meaning clearly follows from the context:

<b>Slinger BV:</b>	The contractual other party to the Agreement with the Client and user of these general terms and conditions within the meaning of Section 6:231(b) of the Dutch Civil Code.
<b>Client:</b>	The natural or legal person who contracts Slinger BV to provide Services and has entered into an Agreement with Slinger BV for that purpose or has entered into negotiations with Slinger BV for the formation of such an Agreement.
<b>User:</b>	The person using the Platform of Slinger BV.
<b>Agreement:</b>	The agreement to provide Services between Slinger BV and the Client.
<b>Subscription:</b>	Agreement on the basis of which Slinger BV provides the Platform to the Client on an ongoing basis for periodic payment.
<b>Subscription Charges:</b>	Charges periodically payable by the Client to Slinger BV under the Subscription.
<b>Widget:</b>	‘Slinger’ application developed by Slinger BV, which can be integrated as a component within a website, a (mobile) app or as an i-frame and which enables Users to enter into agreements with each other regarding transport to and from an event, concert, festival or sports match.
<b>Platform:</b>	the collection of digital services and functionalities developed and made available by Slinger BV, including the Widget, the Dashboard and the underlying infrastructure, through which Users can connect with each other to arrange transport to an Event, and through which the Client can manage or analyse data, or facilitate communication with Users.
<b>Event:</b>	Event, concert, festival or sports match to be included in the Platform so that Users can get in touch with each other to arrange transport among themselves.
<b>Dashboard:</b>	Web-based interface developed, maintained and provided by Slinger BV that enables the Client to view, download and store data and statistics collected by the Platform in real-time.
<b>Account:</b>	Personal, digital environment within the Dashboard linked to the Client.
<b>Login Details:</b>	A combination of a username, email address and/or password that allows access to an Account.
<b>Content:</b>	All messages, files, data, information, texts, sound and visual material and other (digital) material.
<b>Use:</b>	‘Use’ includes any use of the Dashboard and the Platform, including but not limited to loading (uploading), storing (downloading), logging in, requesting, consulting, reading, viewing, listening, editing, filling in (forms), sending, (temporarily) copying, storing, forwarding, distributing, using services, following links to other websites and performing legal acts (such as concluding an agreement).
<b>Works:</b>	Any work that has its own original character with the personal stamp of its creator. For the purposes of these General Terms and Conditions, ‘Work’ shall in any case include but not be limited to: Widgets and Dashboards developed by Slinger BV and all other works created by Slinger BV as part of the performance of the Agreement.
<b>Parties:</b>	Slinger BV and the Client jointly, and each separately ‘Party’.
<b>General Terms and Conditions:</b>	The provisions of the present document.

2. In these General Terms and Conditions, 'in writing' includes communication by e-mail and digitally (e.g. via an online interface) provided that the identity of the sender and integrity of the content are sufficiently established.

#### Article 2. Applicability

1. These General Terms and Conditions apply to the Agreement between Slinger BV and the Client, as well as to any use of the Dashboard, of whatever nature, including but not limited to the creation of or login to an Account, unless such applicability is expressly excluded in full or in parts in writing or expressly agreed otherwise.
2. Any general terms and conditions of the Client, however named, are expressly rejected. Deviations from and additions to these General Terms and Conditions are only applicable if and insofar as they have been expressly accepted in writing by Slinger BV.
3. If Slinger BV allows deviations from these General Terms and Conditions for a short or longer period of time, tacitly or otherwise, this does not affect Slinger BV's right to still demand direct and strict compliance with these General Terms and Conditions. The Client cannot derive any rights from the manner in which Slinger BV applies these General Terms and Conditions.
4. These General Terms and Conditions also apply to the relationship with the Client if Slinger BV involves third parties in the performance of the Services offered by Slinger BV. Such third parties may invoke these General Terms and Conditions directly against the Client, including any limitations of liability.
5. Should one or more of the provisions of these General Terms and Conditions or any other legal relationship between the Client and Slinger BV be in conflict with a mandatory statutory provision or any applicable legal regulation, the provision in question will lapse and a new, legally permissible and comparable provision to be determined by Slinger BV will take its place.
6. In the event of any conflict between the content of the Agreement and these General Terms and Conditions, the content of the Agreement shall prevail.

#### Article 3. Offers and Quotations

1. All offers and quotations of Slinger BV are revocable and made without obligation, unless otherwise indicated in writing.
2. The Client guarantees the accuracy and completeness of the requirements and specifications of the performance and other data on which Slinger BV bases its offer, as stated by or on behalf of the Client to Slinger BV.
3. A composite quotation does not oblige Slinger BV to supply part of the Services at a corresponding part of the quoted price.
4. The content and scope of the Services to be provided are determined solely by the description of the Services given in the quotation and order confirmation.
5. The prices in the offers and quotations of Slinger BV are exclusive of VAT and other government levies, unless otherwise indicated.

#### Article 4. Conclusion of the Agreement

1. An Agreement is concluded at the moment that Slinger BV has received the signed quotation back from the Client, or as soon as the Client unambiguously indicates in writing that it agrees to Slinger BV's quotation, or as soon as Slinger BV has commenced the performance activities with the consent of the Client, or when Slinger BV has received an initial payment of an invoice sent by Slinger BV on the basis of an (as yet unsigned) quotation or Agreement.
2. Adjustments to the Agreement after it has come into effect must be agreed in writing. Slinger BV is not obliged to amend an Agreement once concluded at the Client's request and reserves the right to charge the Client for any costs associated with amending the Agreement.

#### Article 5. Subscriptions

1. In order to use the Platform, the Client must enter into a Subscription with Slinger BV. The Subscription may be concluded via the Platform's dashboard, by signing or providing written confirmation (including by e-mail) of an offer made by Slinger BV, or

through a verbal or written agreement between the Parties. The scope of the Subscription and the Services included therein shall be clearly specified by Slinger BV in the offer.

2. If the Parties have agreed on a specific term (for example, a trial period or a fixed subscription period of several months), the Subscription shall, upon expiry of that term, be automatically and tacitly renewed for successive periods of one (1) year, unless the Client terminates the Subscription in writing no later than one (1) month before the end of the relevant renewal period. The renewal shall take place at the rates and under the terms and conditions applicable at that time. Slinger BV is entitled to send the Client an invoice for the renewed period without the need to conclude a new agreement.
3. If no fixed term has been agreed, the Subscription is entered into for an indefinite period and may be terminated by the Client at any time by giving one (1) month's written notice.
4. Termination of the Subscription must be made in writing. If the Subscription was concluded via the dashboard, the Client may also terminate the Subscription via that same dashboard.
5. Upon termination of the Subscription, for whatever reason, the Client's right to use the Platform shall immediately cease. The Client is obliged to promptly remove the Platform (including the Widget) from its website. Slinger BV is entitled to technically block access to the Platform and to delete or render invisible any related data.

#### Article 6. Performance of the work and time schedule

1. After the Client has agreed to the offer or Agreement, the project will be included in Slinger BV's planning. The planning corresponds to the time Slinger BV needs to carry out the work.
2. Slinger BV will perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
3. If Slinger BV requires Content from the Client as part of the performance of the Agreement, the time schedule will commence after the Client has made all necessary Content available to Slinger BV.
4. If it has been agreed that the Agreement will be executed in phases, Slinger BV is entitled to postpone the commencement of the services belonging to a subsequent phase until the Client has approved the results of the preceding phase in writing.
5. Slinger BV is only obliged to follow timely and responsible instructions given by the Client during the performance of the Agreement if this is expressly agreed in writing. Slinger BV is not obliged to follow instructions which change or supplement the content or scope of the Agreement; however, if such instructions are followed by Slinger BV, the relevant work will be charged to the Client by Slinger BV at the usual rate.
6. If Slinger BV has given a time schedule for the execution, it is only indicative. Any time schedule given is therefore never to be regarded as a deadline. If the time schedule is exceeded, the Client must therefore give Slinger BV written notice of default. Slinger BV must be offered a reasonable period to still perform the Agreement. Slinger BV shall not be liable for damage suffered by the Client or penalties imposed on the Client if the order or work is not completed or delivered within the specified period.
7. Given the nature of the work, the final result envisaged by the Client and by Slinger BV is not solely dependent on Slinger BV's efforts; factors beyond its control also play a role. Slinger BV will do what is necessary to achieve the intended result. However, this does not guarantee that the intended end result will actually be achieved. Slinger BV therefore only has an obligation to perform to the best of its ability, never an obligation to achieve a result.
8. If the commencement or progress of the work is delayed due to factors for which the Client is responsible, the indicated completion dates will be adjusted proportionally and the Client as a result must compensate any costs and damage suffered by Slinger BV.

#### Article 7. Design and implementation of the platform

1. After Slinger BV has received all necessary Content from the Client regarding the desired, visual design of the Platform, Slinger BV will deliver the design for the Platform within the agreed period. Delivery will take place by making it available digitally.

2. The Client shall, unless expressly agreed otherwise in writing, have one revision round to evaluate and approve or reject the delivered Content.
3. The Client must evaluate and approve or reject the completed Work within 5 days of delivery. Acceptance of the completed Work shall be deemed to have taken place if:
  - a. the Client has accepted the delivery in writing or verbally;
  - b. the Client uses the completed Work for production purposes, including but not limited to transferring the Works to a public or production environment;
  - c. the Client does not reject the delivered Work within 5 days, has not requested a revision round or has not objected to delivery.
2. If the Client does not respond to a final round of revisions within 5 days, the Work is deemed to have been delivered to the Client's satisfaction according to the agreed specifications.
3. If a Work is delivered in phases, the Client must give its approval or disapproval of the part of the Work of that phase after completion of each phase in the manner stipulated in the previous paragraph. The Client may not base an approval or disapproval in a later phase on aspects approved in an earlier phase.
4. If the Client fully or partially rejects the completed work, Slinger BV will make every effort to remove the reason for rejection as soon as possible. Slinger BV can do this by revising the result or by rejecting the reason with justification. The Client then has a period of 5 working days to approve or reject the revision or justification.
5. If, after the first revision or justification, the Client has fully or partially rejected the delivered work, the other revision rounds agreed in the quotation or Agreement will follow.
6. If either Party indicates that it does not or no longer considers further revisions useful, both Parties shall be entitled to terminate the Agreement in respect of the rejected work. In that case, the Client will reimburse the actual hours spent by Slinger BV, up to a maximum of the amount quoted for the rejected Work. However, the Client will not thereby become entitled to use the rejected goods in any way whatsoever. Slinger BV can only cancel after having indicated in the case of a revision or justification that it is the last one and the Client also rejects it in full or in part.
7. The Client must submit desired changes to Works, item by item, in writing. Slinger BV will then assess whether this work falls within the Agreement, or will be quoted separately as additional work.

#### Article 8. Dashboard Account

1. The Client's Account to access the Dashboard is personal, non-transferable and may only be used by the Client itself. Login details provided or received by the Client are strictly confidential and may not be shared with third parties.
2. Slinger BV is not responsible for misuse of Accounts and trusts that the person, who logs in to the Dashboard using the Login Details of a particular the Client, is actually that Client. The Client is responsible for all actions taken from the Client's Account, including unauthorised use.
3. The Client must notify Slinger BV immediately if the Client suspects the misuse of an Account or if the related Login Details have come into the hands of unauthorised persons.

#### Article 9. Adding Events

1. The Subscription clearly states how many Events per month, year or period may be added to the Platform.
2. Slinger BV will add the Events submitted by the Client to the Platform including the relevant data, such as place, date and time. The Client itself is responsible for the timely supply of the necessary Content relating to the Event to be added. The Client shall provide this Content to Slinger BV in writing no later than 5 working days before the start of the Event.
3. If the Client wishes to expand the number of Events that can be added per month, year or period, the Subscription may have to be adjusted accordingly. The Client will contact Slinger BV about this, so that Slinger BV can inform the Client about the possibilities.

4. Changes to Events once added to the Platform are considered additional work and can be charged by Slinger BV at the applicable rates.

#### Article 10. Delivery of Content

1. The Client is responsible for the Content that the Client has Slinger BV place on the Platform. The Client guarantees that the Content received by Slinger BV from or on behalf of the Client is accurate, complete and up-to-date. The Client accepts all risks associated with the use of such Content, including reliance on its accuracy, completeness or usefulness by third parties.
2. If the Client provides Content to Slinger BV so that it can be used in the Platform, the Client thereby declares that the Client is the owner or rightholder of these images or has the required authorisations or consents for their use in the Platform. The Client indemnifies Slinger BV against all claims of third parties in this respect.
3. If Slinger BV requires Content from the Client for the performance of the Agreement, the delivery period will commence after the Client has provided Slinger BV with all documents, files and data necessary for the performance of the Agreement.
4. The Client shall indemnify Slinger BV for damage resulting from inaccuracies, incompleteness or unreliability in the Content provided by the Client.
5. At the Client's expense and risk, all additional costs and hours incurred by Slinger BV, as well as any other damage suffered by Slinger BV due to the failure to provide, or to provide on time or properly, the Content that Slinger BV indicates is necessary for the performance of the Agreement, will be for the Client's account and risk.

#### Article 11. Additional and less work

1. The order only includes what has been agreed between the Parties. Slinger BV will charge the Client for additional and less work ordered before or during the execution of the work at the applicable rates. Slinger BV is entitled to charge the Client for additional work immediately after its execution.
2. Settlement of additional and less work will take place:
  - a. in case of amendments to the original Agreement;
  - b. in case of changes to the preconditions to the Agreement as set out in Slinger BV's offer;
  - c. in the event the Client has supplied incorrect or incomplete Content to Slinger BV and, as a result, the work performed must be carried out again in full or in part
  - d. in the event of instructions by or on behalf of the government on the basis of statutory regulations or decrees, insofar as these could not reasonably have been foreseen before or when the Agreement was concluded;
  - e. in cases where settlement of additional and less work is prescribed in the Agreement.
3. If Slinger BV makes an estimate of the required number of hours before the start of the assignment, Slinger BV will not charge hours not spent on the assignment to the Client.
4. Additional or less work can, inter alia, affect the agreed execution period. Without being in default, Slinger BV can refuse a request for additional or less work if this could have qualitative consequences for the work to be performed in that context.
5. Any changes to the order or starting points must be communicated clearly and promptly to Slinger BV.
6. If additional or less work has qualitative or financial consequences for the Agreement, Slinger BV will inform the Client thereof in writing within a reasonable period.

#### Article 12. Changes, availability and maintenance of the Platform

1. Slinger BV will make every effort to offer the Platform uninterrupted 24 hours a day and seven days a week, but offers no guarantees in this respect, unless otherwise agreed (for example by means of a Service Level Agreement (SLA) designated as such). Insofar as such SLA does not provide otherwise, the provisions of this article shall apply to availability.
2. Slinger BV is permitted to change the operation, content and scope of the Platform at any time and at its own discretion and insofar as Slinger BV considers this necessary. Slinger BV does not require the Client's prior consent to do so.

3. Slinger BV has the right to temporarily disable its systems, including the Platform or parts thereof, for the purpose of maintenance, modification, or improvement thereof. Slinger BV will attempt to schedule such downtime at times when the fewest users are affected, and will endeavour to inform the Client in a timely manner of the planned downtime. However, Slinger BV shall never be liable for any damages in connection with such downtime.

#### Article 13. Engagement of third parties

1. Slinger BV is entitled to engage third parties in the performance of the Agreement, if and insofar as the proper performance of the Agreement so requires. All this at the discretion of Slinger BV. The applicability of Sections 7:404 and 7:407 (2) of the Dutch Civil Code is excluded.
2. If Slinger BV is bound to observe confidentiality with regard to the contents and performance of the Agreement, Slinger BV will agree the same confidentiality obligation with the third parties it engages.

#### Article 14. Intellectual property rights

1. Unless otherwise agreed in writing, all intellectual property rights arising from the performance of the Agreement, including copyright, will belong exclusively to Slinger BV or its licensors, regardless of whether the Client has been charged for their production.
2. Slinger BV and the Client shall agree in writing for what purposes, during what period and for what fee the Client may use the Work.
3. Unless expressly agreed otherwise, Slinger BV is entitled to affix name indications to the Works it has produced. The Client is not permitted to remove, mask or alter, or arrange for the removal of, any indications of ownership or name affixed by Slinger BV to or in the Work.
4. None of the Works covered by the intellectual property of Slinger BV or its licensors under paragraph 1 of this Article may be reproduced, disclosed or exploited without Slinger BV's prior express written consent.
5. If Slinger BV agrees with the Client that the copyrights in respect of the Works created will be transferred to the Client, the Parties will draw up a separate deed to that effect. The copyrights will not transfer to the Client until the Client has paid all fees related to the performance of the Agreement to Slinger BV.

#### Article 15. Retention obligation

1. Slinger BV will store and retain all Works it produces and uses in the performance of the Agreement for a period of at least 1 year after the completion of the order.
2. Only upon request by the Client, within one year after completion of the assignment and only after full payment of the fees owed by the Client to Slinger BV, will Slinger BV provide the Client, on a one-time, free-of-charge basis, with a copy of the Work via digital means or by copying the Work onto a data carrier provided by the Client. Slinger BV is not responsible for any damage to the data carrier or (loss of) files during the period that Slinger BV holds the data carrier of the Client. Slinger BV will only provide the final product of the work and not raw audio, visual or video recordings or other source material to the Client.

#### Article 16. Promotional use of the Work

Unless expressly agreed otherwise in writing, Slinger BV is entitled to use the Work for its own promotion and/or publicity, including by displaying (part of) the Work, logo, brand and company name of the Client on its website and social media. Slinger BV will only require the Client's permission to do so if the Client has not yet used the Work.

#### Article 17. Invoicing and payment

1. If Slinger BV offers the Client a free trial period upon commencement of the use of the Platform, Slinger BV will not charge a fee for the use of the Platform during this period.



2. If the Client wishes to continue using the Platform after the end of the free trial period, the Client must purchase a Subscription from Slinger BV. Slinger BV will communicate the Subscription Fee for the use of the Platform on its website.
3. The Subscription Fee charged by Slinger BV to the Client depends on the package chosen by the Client.
4. Slinger BV will charge the Subscription Fee to the Client each month in advance. Slinger BV will provide the Client with a (digital) invoice.
5. The Client has the option of paying the Subscription Fees due to Slinger BV via Stripe (external Payment Service Provider). To this end, an automatic (periodic) payment may be set up via Stripe.
6. Slinger BV will charge the costs for additional Services in arrears by means of a separate invoice, unless it has been agreed that delivery of the Services will take place after full or partial prepayment has been made.
7. Unless a fixed fee has been agreed for the Services, the fee will be determined on the basis of hours actually worked. The fee will be calculated according to Slinger BV's usual (hourly) rates applicable to the period in which the work is performed, unless a different hourly rate has been agreed.
8. If - contrary to paragraph 5 of this Article - it has been agreed that payment will be made by means of bank transfer after receipt of an invoice, payment of the invoice must be made within 14 days of the invoice date, unless another payment term has been agreed, without any set-off or discount, in a manner to be indicated by Slinger BV in the currency in which the invoice was raised.
9. After expiry of the agreed payment term, the Client will be in default by operation of law without further notice of default being required.
10. From the moment of default, the Client shall owe interest of 1% per month on the amount due, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate shall apply. All judicial and extrajudicial costs incurred by Slinger BV to obtain payment - both in and out of court - will be for the account of the Client from that moment. In such a case, the Client shall owe compensation of at least 15% of the outstanding amount, with a minimum of € 150.00. If the actual costs incurred and to be incurred by Slinger BV exceed this amount, they will also be eligible for reimbursement.
11. If the Client has not promptly fulfilled his payment obligations, Slinger BV is entitled to suspend the fulfilment of its obligations towards the Client for delivery or performance of work until payment has been made or proper security has been provided. The same applies even before the moment of default if Slinger BV has reasonable grounds to doubt the creditworthiness of the Client.
12. In case of liquidation, bankruptcy, debt restructuring or suspension of payments of the Client or an application for such, the claims of Slinger BV and the obligations of the Client towards Slinger BV shall be immediately due and payable.
13. If the Client has one or more counterclaims against Slinger BV for whatever reason, the Client waives the right of set-off. Said waiver of the right of set-off will also apply if the Client applies for a (temporary) suspension of payment or is declared bankrupt.

#### Article 18. Modification of Subscription Fees

1. Slinger BV is entitled to change the Subscription Fees at any time. Slinger BV will notify the Client in writing of its intention to change the Subscription Fees. Slinger BV will state the extent of and the date on which the increase will take effect.
2. If the Client does not wish to accept an increase in the fee or rate notified by Slinger BV, the Client is entitled to terminate the Agreement in writing by the date stated in Slinger BV's notification on which the change in Subscription Fees would take effect.

#### Article 19. Suspension and dissolution

1. If the Client or Slinger BV fails to fulfil its obligations under the Agreement, the other Party is entitled, without prejudice to the relevant provisions of the Agreement, to dissolve the Agreement extrajudicially by registered letter. Dissolution shall only take place after the Party at fault has been given written notice of default and has been offered a reasonable period to remedy the default.

2. Furthermore, one Party is entitled, without any reminder or notice of default being required, to dissolve the Agreement in whole or in part by registered letter extrajudicially and with immediate effect if:
  - a. the other Party applies for or is granted (provisional) suspension of payments;
  - b. the other Party files for its own bankruptcy or is declared bankrupt;
  - c. the business of the other Party is liquidated;
  - d. a significant part of the other Party's business is taken over;
  - e. the other Party ceases its current business;
  - f. a considerable part of the capital of the other Party is seized through no fault of this Party, or if the other Party must otherwise be deemed no longer able to fulfil its obligations under the Agreement.
3. If, at the time of dissolution, the Client had already received performances in execution of the Agreement, he can only partially dissolve the Agreement and only for that part, which has not yet been executed by or on behalf of Slinger BV.
4. Amounts that Slinger BV has invoiced to the Client before the dissolution in connection with what Slinger BV has already performed in execution of the Agreement will remain payable by the Client to Slinger BV in full and will become immediately due and payable at the time of dissolution.
5. If the Client, after having been given notice of default, does not fulfil any obligation arising from the Agreement, or does not fulfil it in full or on time, Slinger BV is entitled to suspend its obligations to the Client, without being liable to pay any damages to the Client. Slinger BV is also entitled to do so in the circumstances referred to in paragraph 2 of this article.

#### Article 20. Duration and termination

1. Unless otherwise agreed, Slinger BV and the Client enter into an agreement for an indefinite period of time with respect to the use of the Platform. The Client can terminate this agreement at any time, subject to a notice period of 1 month. During the month's notice period, the Client continues to owe the Fee-per-member to Slinger BV.
2. After the agreement between Slinger BV and the Client has ended, the Client will no longer have access to its Account and will no longer be able to use the Platform, and Slinger BV is no longer obliged to keep (or have stored) the Client's account details.

#### Article 21. Liability

1. If Slinger BV is liable for damages, such liability is limited to compensation for direct damages and to a maximum of the invoice amount of the Agreement, at least that part of the Agreement to which the liability relates. In the case of an Agreement with an unlimited term or a term exceeding 3 months, Slinger BV's liability is further limited to the amounts paid by the Client to Slinger BV in the 3 months preceding the occurrence of the damage.
2. Slinger BV's liability will in any case always be limited to the amount paid by Slinger BV's insurer in the relevant case.
3. Direct damage is exclusively understood to mean:
  - a. the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these General Terms and Conditions;
  - b. any reasonable costs incurred to have the defective performance of Slinger BV fulfil the Agreement, unless they cannot be attributed to Slinger BV;
  - c. reasonable costs incurred to prevent or limit the damage, insofar as the Client demonstrates that these costs led to a limitation of the direct damage as referred to in these General Terms and Conditions.
2. Slinger BV shall never be liable for:
  - a. indirect damage, including personal injury, consequential damage, loss of profit, missed savings, damage due to business stagnation and damage as a result of (contractual) fines, including fines for failure to meet any delivery or performance dates;
  - b. damage caused by intent or recklessness of assistants or non-managerial subordinates of Slinger BV;
  - c. the use of the Platform by Users;

- d. the conclusion of agreements between Users via the Platform, as well as the manner of execution of these agreements or the failure to execute them;
  - e. the Platform — or any parts thereof — not being available;
  - f. incorrect information or data on the Platform;
  - g. breakdowns, errors or changes to the Platform or the temporary non-functioning or inaccessibility of the Platform;
  - h. damage, of any nature or in any form whatsoever, because it has relied on incorrect and/or incomplete data provided by the Client.
4. The limitations of liability for direct damage contained in these General Terms and Conditions do not apply if the damage is due to intent or gross negligence on the part of Slinger BV.

#### Article 22. Force majeure

1. Slinger BV is not obliged to fulfil any obligation if they are hindered to do so as a result of a circumstance that is not attributable to fault, including in any case pandemic or epidemic.
2. In these General Terms and Conditions, force majeure includes, in addition to its definition in law and case law, all external causes beyond the control of Slinger BV or which are not at the risk of Slinger BV, but as a result of which Slinger BV is unable to fulfil its obligations.
3. Slinger BV can suspend its obligations during the period of force majeure. If this period lasts longer than 90 days, both Slinger BV and the Client will be entitled to terminate the relationship with the other party, without any obligation to pay compensation to the other party.

#### Article 23. Defects and complaint periods

1. The Client must report complaints about the work performed in writing to Slinger BV within 14 days of discovery, but at the latest within 30 days of discovery or completion of the work in question.
2. If a complaint is justified, Slinger BV will still perform the work as agreed, unless this has meanwhile become demonstrably pointless for the Client. The Client must notify the latter in writing.
3. If performance of the agreed services is no longer possible or useful, Slinger BV will only be liable within the limits of Article 21 of these General Terms and Conditions.

#### Article 24. Processing of Personal Data

1. If and to the extent that Slinger processes personal data on behalf of the Client in the context of the Services, Slinger shall act as a processor and the Client as the data controller within the meaning of the General Data Protection Regulation (GDPR).
2. Such processing shall take place exclusively on the instructions of the Client and for the purpose of sending messages to (potential) users of the service, via a functionality that allows the Client to upload encrypted email addresses including first and last names into Slinger's system. The Client may then independently send messages through this system. If the email addresses and first and last names are uploaded in connection with a specific Event, the personal data will be automatically deleted no later than fourteen (14) days after the end of that Event. In all other cases, the personal data will be automatically deleted no later than twelve (12) months after the date of upload.
3. These processing activities are subject to the provisions of Annex 1 – Data Processing Agreement, which is attached to and forms an integral part of these General Terms and Conditions.
4. The Client warrants to Slinger that it has a valid legal basis for providing the personal data and for sending electronic messages to the data subjects concerned.

#### Article 25 Amendment of the General Terms and Conditions

Slinger BV reserves the right to amend these General Terms and Conditions at any time. The amended General Terms and Conditions take effect at the announced effective date and shall also apply to existing relationships between Slinger BV and the Client. If no effective date is communicated, the amendments shall take effect for the Client as soon as they are communicated.

#### Article 26. Applicable law, interpretation of the terms and conditions and choice of forum

1. All legal relationships between Slinger BV and the Client are governed exclusively by Dutch law.
2. In the event of an interpretation of the content and purport of these General Terms and Conditions and in the event of a conflict between the content or explanation of any translations of these General Terms and Conditions and the Dutch version, the Dutch text of the General Terms and Conditions will always prevail.
3. All disputes - including those regarded as such by only one of the parties - arising from a legal relationship to which these General Terms and Conditions apply in whole or in part, will be settled by the competent court in the district where Slinger BV has its registered office, unless a mandatory statutory provision stipulates otherwise. This does not affect Slinger BV's right to agree with the Client to have the dispute settled by independent arbitration.

## **Annex 1 – Data Processing Agreement**

### Article 1. Purpose and Nature of the Processing

1. These provisions apply solely to the processing of personal data provided by the Client to Slinger for processing on the Client's behalf. Slinger processes such personal data in the capacity of processor, while the Client acts as the data controller within the meaning of the General Data Protection Regulation (GDPR). Any processing of personal data that Slinger carries out for its own purposes, such as managing user accounts or analysing usage of its platform, falls outside the scope of this Annex.
2. The processing includes the use of a functionality offered by Slinger that enables the Client to upload encrypted email addresses and first and last names of (potential) end users into Slinger's system, allowing the Client to independently send messages to these end users via the system.
3. The processing concerns:
  - a. the temporary storage of the uploaded (encrypted) email addresses;
  - b. making such data available to the Client for sending messages via the tool;
  - c. the deletion of the data no later than 14 days after the end of the Event or no later than 12 months after the date of upload, or earlier if instructed by the Client.
4. Slinger processes this data solely on the instructions of the Client and not for its own purposes, nor on behalf of other clients or third parties. The data will not be used by Slinger for marketing, analytical, or statistical purposes.
5. Processing shall take place exclusively within the European Economic Area (EEA), unless otherwise agreed by the Parties in writing.

### Article 2. Duration of the Processing

1. The personal data provided by the Client to Slinger in the context of the processing described in Article 1 shall be retained by Slinger only for the period necessary to perform the service, with a maximum duration of 14 days after the end of the Event or no later than 12 months after the date of upload, or earlier if instructed by the Client.
2. Upon expiry of the term referred to in paragraph 1, the personal data in question shall be automatically and irreversibly deleted from Slinger's systems, unless the Client instructs Slinger to delete the data earlier.
3. If the processing ends earlier, for example due to closure of the Client's account or termination of use of the relevant functionality, Slinger shall delete the processed personal data without delay, unless legal obligations require otherwise.
4. Slinger does not provide any backup or export of the personal data to the Client unless explicitly agreed upon in advance.
5. The Client is solely responsible for exporting or saving a copy of the processed data for its own use or to comply with legal obligations before the data is deleted.

### Article 3. Types of Personal Data and Categories of Data Subjects

1. In the context of the service described in Article 1, Slinger processes only encrypted email addresses and first and last names, provided by the Client. This encryption is applied by or on behalf of the Client prior to or during the upload, and Slinger has no access to the original, unencrypted email addresses.
2. Slinger does not process any additional or identifiable personal data in the context of this service, unless expressly agreed otherwise in writing by the Parties.
3. The personal data concerns only natural persons who are customers, users, or prospects of the Client, and to whom the Client wishes to send messages regarding the service provided by Slinger, whether or not in relation to a specific event or promotional campaign.
4. The Client warrants that it only provides personal data that is necessary and appropriate for the purpose of the processing and that such personal data has been lawfully obtained.

#### Article 4. Obligations of Slinger as Processor

1. Slinger processes personal data only on the basis of written instructions from the Client, as set out in this Agreement. Slinger will not use the data for any other purposes than those required to deliver the service.
2. Slinger ensures that only authorised personnel have access to the personal data and that such personnel are bound by a duty of confidentiality, either contractually or by law.
3. Slinger shall promptly inform the Client if it believes that any instruction from the Client violates applicable data protection laws or regulations.
4. Upon request, Slinger shall provide reasonable assistance to the Client in fulfilling its obligations under the GDPR, including with regard to data subject requests, data security, data breach notification, data protection impact assessments (DPIAs), and prior consultation with supervisory authorities.
5. Slinger maintains an internal record of processing activities carried out on behalf of the Client, insofar as this is legally required.

#### Article 5. Security of Personal Data

1. Slinger shall implement appropriate technical and organisational security measures to protect personal data against loss or any form of unlawful processing. These measures shall take into account the state of the art, the implementation costs, the risks associated with the processing, and the nature of the data to be protected.
2. Slinger's measures include, but are not limited to:
  - a. encryption during storage and transmission of personal data;
  - b. access control to systems based on authorisations;
  - c. logging of access and processing;
  - d. secure network connections using TLS or equivalent technology.
3. The Client has the right to request a current overview of the security measures implemented by Slinger.

#### Article 6. Use of Sub-Processors

1. Slinger may engage sub-processors in the performance of the processing, provided such sub-processors are bound by obligations equivalent to those set out in this Agreement.
2. Slinger remains responsible for ensuring compliance with the provisions of this Agreement by any sub-processors it engages.
3. Slinger shall inform the Client of any intended changes concerning the addition or replacement of sub-processors. The Client has the right to object on reasonable grounds.

#### Article 7. Data Breaches

1. If a security incident occurs at Slinger or at a sub-processor engaged by Slinger that results in the loss or unlawful processing of personal data (a data breach), Slinger shall notify the Client without undue delay after becoming aware of the incident.
2. The notification shall include, at a minimum:
  - a. a description of the nature of the incident;
  - b. (if known) the nature of the affected personal data;
  - c. the possible consequences of the incident;
  - d. the measures taken or proposed to remedy the incident or mitigate its effects.
3. Slinger shall fully cooperate with the Client in fulfilling any reporting obligations to supervisory authorities and/or data subjects.

#### Article 8. Liability

1. Slinger shall only be liable for damage resulting from processing where Slinger has acted in breach of this Agreement or in violation of the explicit instructions of the Client.

2. Any liability of Slinger shall be limited to what is provided for in Article 21 (Liability) of the General Terms and Conditions, of which this Annex forms an integral part.

#### Article 9. Monitoring and Audits

1. The Client has the right to conduct, or have conducted, an audit once per year or in the event of concrete indications of non-compliance, in order to assess whether Slinger is meeting its obligations under this Annex.
2. The audit shall take place at a time and in a manner agreed upon by the Parties and shall not unnecessarily interfere with Slinger's normal business operations. The costs of the audit shall be borne by the Client, unless the audit reveals that Slinger is materially failing to comply with its obligations under this Agreement.
3. Slinger shall provide all reasonable cooperation in connection with such audit.