CAREREX B.V. | TERMS AND CONDITIONS OF DELIVERY

1 Definitions

1.1 GDPR: General Data Protection Regulation, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

1.2 Agreement: these terms and conditions of delivery together with the offer and the appendices thereto.

1.3 Primary Service: the Carerix service (in the Starter, Essential, Premium, ARF, Recruitment, Staffing or Corporate editions as indicated in the offer) with the functionality as described in the Documentation.

1.4 Secondary Service: a service provided by a partner of Carerix to the Customer through the Primary Service.

1.5 Documentation: the official Carerix documentation relating to the Primary Service, such as user manuals, technical specifications and service levels made available by Carerix via help.carerix.com.

1.6 Data: data recorded by the Customer or an End User through the use of the Primary Service.

1.7 End User: a natural person who uses the Primary and Secondary Services under the responsibility of the Customer.

1.8 Customer: the natural person or legal entity named in the offer.

1.9 Login Account: the combination of a username and password that allows an End User to access the Primary Service via the Internet.

1.10 Office hours: Monday to Friday between 08:00 and 18:00, excluding the following public holidays in the Netherlands: New Year's Day, Easter Monday, King's Day (27th of April), Liberation Day (5th of May), Ascension Day, Whit Monday and Christmas Day and Boxing Day.

1.11 Calamity: a situation in which the Primary Service is not available at all.

1.12 Fee: the fee payable by the Customer for the use of the Primary Service and Secondary Services.

2 Applicability of these terms and conditions of delivery

2.1 The provisions of these terms and conditions of delivery apply to all proposals, offers, activities and Agreements issued by Carerix B.V. (hereinafter referred to as "Carerix") insofar as they relate to the Primary Service. These terms and conditions of delivery can only be deviated from by written agreement. The provision of a Secondary Service is subject to the terms and conditions of the provider of that Secondary Service.

2.2 Carerix is authorised to change both the Primary Service and these terms and conditions of delivery. Changes are deemed to have been accepted if the Customer has not objected to this within fourteen (14) days after the information about the changes has been announced on www.carerix.com.

2.3 If any provision in these terms and conditions of delivery or in the Agreement is null and void, the Agreement will remain in force and the relevant provision will be replaced by a clause that approximates the purport of the original clause as closely as possible in consultation between the parties.

3 Conclusion of the Agreement

3.1 The Agreement between the Customer and Carerix is concluded at the time that the Agreement, signed by both parties, is received by Carerix.

3.2 If no signed Agreement has been received (yet), the Agreement will be deemed to have been concluded a) under the applicability of these terms and conditions of delivery and b) at the time that Carerix has commenced execution at the Customer's request.

3.3 The Agreement supersedes all prior written and oral agreements, offers, understandings and communications relating to the subject matter of the Agreement.

4 Execution of the Agreement

4.1 Carerix will make the Primary Service available to the Customer during the term of the Agreement. The Primary Service will operate in accordance with the Documentation at least 99.5% of the time during Office Hours. Carerix does not provide any other guarantee and in any case does not guarantee that the Primary Service always functions flawlessly.

4.2 Neither the operation of the Customer's systems nor the operation of the connection between the place where the Primary Service is made available and the Customer's systems is the responsibility of Carerix.

4.3 Installation and implementation work, customization, training, and adjustments to the Primary Service are not part of maintenance or support. Carerix only provides these services insofar as explicitly described in the offer or in a separate agreement. If these activities are carried out at the Customer's office, the Customer will ensure that Carerix can carry out its activities in an adequate and safe manner. To this end, the Customer will make available all information, facilities and employees that may be relevant to the performance of the work and, where necessary, grant access to the Customer's location(s).

4.4 The Customer will use the Primary Service and the Secondary Services in accordance with the Carerix Fair Use Policy (available on www.carerix.com). Secondary Services are only used by the Customer via links certified by Carerix.

4.5 The Customer will only make the Primary and Secondary Services available to End Users and will only use the Primary and Secondary Services for the purposes of its own business operations. Disclosure or granting access to third parties, in any way whatsoever, or use for the benefit of third parties is not permitted. The Customer is responsible for the confidentiality of usernames and passwords.

4.6 Customer determines which Data is sent via the Primary Service and Secondary Services. The Customer is responsible for ensuring that its use of the Service does not infringe the rights of third parties. The Customer indemnifies Carerix against claims from third parties in this respect.

4.7 If Carerix suspects that the Customer is using the Primary Service in violation of the provisions of Article 4.4, 4.5 or 4.6, Carerix may suspend the provision of the Primary Service to the Customer. If reasonably possible, Carerix will warn the Customer in writing prior to the suspension.

5 Support

5.1 Documentation that can help to solve the most common problems can be found on the online Carerix Help Centre (help.carerix.com).

5.2 Only the contact person indicated on the offer can contact the Carerix helpdesk. The Carerix helpdesk can only be reached by e-mail and telephone during Office Hours.

5.3 For emergencies, an emergency number is available outside Office Hours from 18:00 to 22:00 on Monday to Friday and Saturday from 8:00 to 22:00, except on the holidays referred to in article 1.10.

6 Confidentiality and Personal Data

6.1 Each party will keep information obtained from the other party (such as information about the products and services, systems, strategy, organization and business relationships) confidential unless otherwise provided in the Agreement. Such information may only be used by the receiving party within its own organization for the purpose for which it was provided. The receiving party shall endeavour to represent the interests of the providing party.

6.2 Each party shall ensure that its employees and third parties engaged by it are also bound by confidentiality obligations.

6.3 The Customer agrees that Carerix may use and share Data or information provided to Carerix on behalf of or by the Customer with third parties, provided that such Data or information is anonymised, cannot be traced back and is only used for research and consultancy purposes.

6.4 Both parties strictly adhere to the GDPR. The Customer is the controller and Carerix is the processor within the meaning of the GDPR. The processing agreement is an appendix to the offer. The Customer is responsible for providing a sufficient basis for the processing as referred to in the GDPR.

7 (Intellectual) Property rights

7.1 All property rights relating to the Primary Service (including in any event: all rights relating to the platform on which the Primary Service is based and the integration possibilities) remain vested in Carerix and its licensors. Customer only acquires a right for use within the restrictions as described in the Agreement. Other use, in any way, is not permitted.

7.2 Data stored within the Primary Service can be downloaded by the Customer to its own systems at any time. At the Customer's request, Carerix will provide the Customer with a copy of this Data against payment of a reasonable fee. If such request from the Customer is not received within one week of termination of the Agreement, Carerix will destroy this Data unless Carerix is obliged by law or a court order to retain Data.

8 Duration and termination of the Agreement

8.1 The Agreement enters into force on the start date as stated on the offer, with the exception of the provisions in article 3.2, or on the date agreed between the parties in writing (by email), and is entered into for three (3) years. The Agreement shall thereafter be automatically renewed annually for a period of one (1) year. The notice period of the Agreement is two (2) months. The parties may terminate the Agreement free of charge at the end of the initial period or an extension, provided that the notice period of two (2) months is respected. In the event of termination by the Customer at a different time, Carerix may charge costs.

8.2 Each party is entitled to terminate the Agreement with immediate effect if:

a) the other party fails to comply with one or more of its obligations even after it has been given written notice of default and a period of thirty (30) days to comply with the obligation(s); or

b) the other party has been placed in a state of suspension of payments or bankruptcy.

8.3 As soon as the first Agreement relating to the Primary Service ends, any subsequent Agreements relating to, for example, the use of additional modules will also end.

9 Compensation and payment

9.1 All Fees are based on use of the Primary Service and Secondary Services, whereby the number of End Users for the Primary and Secondary Services must be equal at all times:

a) exclusively for the benefit of the Customer's own business operations; and

b) in accordance with the Carerix Fair Use Policy (available on www.carerix.com).

For other uses, Carerix is entitled (in addition to its right as referred to in Article 4.7) to charge additional Fees.

9.2 Discount agreements only apply during the first period of the Agreement of a maximum of three (3) years and expire on the first renewal.

9.3 Carerix charges a monthly Fee in advance for the use of the Primary Service and Secondary Services for the number of End Users described .

9.4 Customer may increase the number of End Users described in the offer at any time by sending an e-mail to projectadmin@carerix.com. During the initial term of the Agreement and each renewal, the number of End Users may not be reduced with more than 25% per twelve (12)months. The minimum number of End Users per Customer is three (3).

9.5 If the number of End Users increases or decreases in a given month, the monthly Fee will be adjusted on the next invoice in accordance with the change. If the parties have agreed on a billing period other than monthly, only the Fee for additional End Users for the remaining billing period will be charged by means of a partial invoice. Fees paid are non-refundable.

9.6 Carerix uses graduated prices. The Fee per End User may change when the number of End Users is increased or decreased if a different tier is reached as a result.

9.7 Unless otherwise agreed in the offer or a separate agreement, installation and implementation work, customization, training and adjustments in the Primary Service will be carried out on time and material basis against the standard hourly rate applicable at that time. If these activities are carried out outside the Carerix office, Carerix will also charge the Customer the following costs:

a) EUR 0.45 (excl. VAT) per kilometre driven with a travel time of up to 1.5 hours calculated from the Carerix office in Rotterdam (according to Google Maps);

b) in the event of a travel time of more than 1.5 hours from the Carerix office in Rotterdam (according to Google Maps): the actual travel and accommodation costs incurred plus the travel time at the standard hourly rate applicable at that time.

9.8 Carerix has the right to increase Fees once per year in accordance with the change in the consumer price index of the Dutch Statistics Office (CBS) in the previous year, based on the figure for the month of September. If Carerix intends to increase the Fees by a higher percentage, it will announce this via www.carerix.com or a message to the Customer. The latter percentage is deemed to have been accepted if the Customer has not objected within fourteen (14) days thereafter.

9.9 The Customer shall pay invoices from Carerix within thirty (30) days of the invoice date. The parties can also agree on direct debit.

9.10 If payment is not made on time or the direct debit has not been successful, the Customer will be in default by operation of law. In that case, Carerix acquires the right to:

a) to charge the statutory interest (6:119a DCC);

b) to outsource the collection of the outstanding amount and to charge the costs involved to the Customer;

c) to suspend the provision of the Primary Service after a written reminder until the Customer has paid outstanding invoices. Carerix is entitled to charge a one-off fee for the reactivation of the Primary Service.

10 Liability

10.1 The total liability of Carerix for damage suffered by the Customer caused by an attributable failure to comply with the Agreement by Carerix is limited to the amount paid or due by the Customer for the provision of the Primary Service related to the month in which the damage occurred. Liability for indirect or consequential damages, such as loss of goodwill, lost savings, lost profits, and business interruption is excluded.

10.2 The Customer shall immediately report any damage suffered by it as a result of an attributable failure in the performance of the Agreement by Carerix.

11 Other

11.1 The Customer agrees that Carerix may use the Customer's name in press releases or product brochures to state that the Customer is a customer of Carerix.

11.2 Rights and obligations under the Agreement are not transferable without the consent of Carerix. Carerix is entitled to transfer rights and obligations under this Agreement, in whole or in part, to a company belonging to the same group.

11.3 Dutch law applies to offers, proposals, activities and the Agreement and all disputes arising from or related thereto.

11.4 In the event that one of the parties informs the other party that a dispute has arisen under the Agreement, the parties will try to settle this dispute among themselves. If no agreement can be reached, the dispute can be submitted to an independent advisor/mediator to be appointed by mutual agreement. If it is still not possible to reach an agreement, the dispute will be submitted to the competent court in Rotterdam.