

GENERAL TERMS AND CONDITIONS

SEINŌ E-MAIL ANALYTICS

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

If you have any questions regarding these terms and conditions or the Software, you can contact us by sending an email to hello@seino.ai, and by calling: 0854010093.

Our address is Albert Einsteinweg 4, 8218NH, Lelystad. We are registered with the Chamber of Commerce (*Kamer van Koophandel*) under number: 82264147.

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

1. **General**

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

2. **Proposals and offers**

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

3. **Costs**

- 3.1. Offered prices include expenses and taxes.
- 3.2. We have the right to adjust our prices at any given time. The new price will then be applicable thirty days after its announcement.
- 3.3. In case you do not agree with the change of price in question, you have the right to cancel the agreement within thirty days after the announcement. The agreement will then terminate on the day the new prices become applicable.

4. **Payment and Collection Charges**

- 4.1. We will send you a monthly invoice. You always have to pay the invoice within 30 days after the invoice date.
- 4.2. If a payment is due, and you have failed to meet this payment obligation, you will automatically be in default. A default notice is not required. In that case, you owe us the statutory (commercial) interest over the amount due. The interest is calculated from the moment that the payment becomes due, until the moment that the amount has been paid in full.
- 4.3. In case of default, you additionally owe us all extrajudicial costs. In case of an invoice up to €267 these costs will be €40. In case of a higher invoice amount, the maximum collection fees are as follows:
 - 15% over the first €2.500;
 - 10% over the part that remains thereafter, up to €5.000;
 - 5% over the part that remains thereafter, up to €10.000;
 - 1% over the part that remains thereafter, up to €200.000;
 - 0,5% over the remaining part, whereby the total collection fees are maximised to €26.775.

5. Use of "SEINō e-mail analytics"

- 5.1. If you want to use our Software, you will have to register yourself at our website. You will subsequently have to await our approval while we process your registration.
- 5.2. You can only create an account for yourself. You are not allowed to give others access to (a backup of) the Software.
- 5.3. You shall keep your account details and password confidential. You are responsible for all activities on your account after it has been logged in with the account details and passwords, unless you have reported as soon as becoming aware of it that your personal account has been compromised.
- 5.4. In order to use our Software, you must have a proper internet connection. You are responsible for the technical functioning and maintenance of your internet connection, internal network and all other IT-systems if so required according to our system requirements.
- 5.5. We have the right to block accounts. We only do this in case we have reasonable belief that one or more accounts are used in a matter that is against the law or contrary to a provision of these terms. Furthermore, we have the right to take any other measures we deem adequate, taking into account the circumstances at hand.

6. Availability and maintenance of SEINō e-mail analytics

- 6.1. We shall ensure that the Software will be kept available for use for the entire duration of this agreement. We shall do our best to keep the Software up and running 24 hours a day, 7 days a week. We are responsible for the availability and maintenance of the Software.
- 6.2. During maintenance, the Software can be unavailable. Maintenance will, in principle, never take place during office hours (09:00 - 17:00). We will notify you of such maintenance at least fourteen days working days in advance. Only in case of emergencies, we will not send you a notification.
- 6.3. We have the right to change the Software. This includes, but is not limited to, changing, removing or adding certain features or functionalities of the Software.
- 6.4. We do not guarantee that our Software is completely free of error. Please inform us immediately of any errors, bugs or malfunctioning of the Software. You can reach out to us by sending an email to hello@seino.ai. We will then do our utmost to resolve your problem as soon as possible.

7. **Third parties**

We have the right to employ third parties to partially perform our duties, if we are of the opinion that this is necessary for the due exercise of the SaaS Agreement. Articles 7:404 of the Dutch Civil Code (*uitvoering door bepaalde persoon*), 7:407 section 2 DCC (*hoofdelijke aansprakelijkheid*) and 7:409 DCC (*overlijden van bepaalde persoon*) are not applicable.

8. **Force Majeure**

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

9. **Intellectual property**

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

10. **Non-disclosure**

We are obliged not to disclose any of your confidential information to third parties unless it is required by a statutory or professional obligation. 'Confidential information' includes all information which you have designated as confidential or which by its nature can be classified as confidential.

11. **Liability**

- 11.1. You indemnify us for all claims by third parties relating to the data that you have collected, saved, or processed by means of our Software. We are not liable for the content of the data that you have collected, saved or processed within the framework of our Software
- 11.2. We are not liable for any damage which is caused by inadequate use of our Software.

- 11.3. We are only liable for direct damages that are unequivocally caused by a shortcoming from our side.
- 11.4. Our liability is limited to the maximum amount paid out by our insurance.
- 11.5. We undertake the responsibility to ensure that your data will be stored safely. We are not liable for the damage or loss of any data, for the storage of which we have employed third parties.
- 11.6. The limitations set out in this article do not apply if damage is the result of an intentional act or gross negligence from our side.

12. **Applicable law**

Dutch Law

13. **Competent court**

The court of Midden-Nederland.