

MY DIALOGUES GENERAL TERMS OF CONDITIONS OF DELIVERY

Definitions

My Dialogues	My Dialogues BV, registered with the Chamber of Commerce under number 62815849 and with its principal place of business at Scheepstimmermanstraat 2b, Amsterdam
Client Administrator	the party who has entered into an agreement with My Dialogues an employee who works for the Client and who has access to the account
Service	market research in the broadest sense of the word, which entails amongst other things that My Dialogues provides and maintains 'remote' access to a mobile application that enables the Client to collect and process data
App	the My Dialogues mobile application
Respondent	a consumer/customer who answers questions by means of the App
Agreement	the agreement concluded between My Dialogues and the Client
Account	a unique user name and password that are allocated to the Client upon completion of an electronic registration process and that enable the Client to gain access to the Webtool
Dialogue	one or more questions presented to Respondents by means of the App
Webtool	the Webtool that My Dialogues makes available for use by the Client
Supplier	the supplier working for My Dialogues that will be engaged for the performance of the Service
Terms and Conditions	these general terms and conditions of delivery

Article 1 General stipulations

1. These Terms and Conditions shall apply to all offers, quotations and Agreements between My Dialogues and a Client in respect of which My Dialogues has declared these Terms and Conditions to be applicable. Upon entering into an Agreement with My Dialogues, a Client is deemed to have agreed unconditionally to the applicability of these Terms and Conditions.
2. The present Terms and Conditions shall also apply to any Agreements concluded with My Dialogues, the performance of which requires My Dialogues to engage the services of third parties.
3. In the event that one or more of the provisions of these Terms and Conditions at any time become null and void or are voided, either in full or in part, the remaining provisions of these Terms and Conditions shall remain in full effect. In such cases, My Dialogues and the Client shall consult with one another in order to agree new provisions to replace the provisions that are null and void or voided. In doing so, the purpose and meaning of the void or voided provisions will be taken into account as far as possible.
4. Any deviations from these Terms and Conditions shall only be valid if they have expressly been agreed in writing and shall apply exclusively to the Agreement to which the deviations pertain.
5. The applicability of any purchasing conditions or other general terms and conditions of the Client is hereby expressly rejected.
6. The performance may be subject to additional terms and conditions, such as those that the Supplier may apply. Where applicable, such terms and conditions shall be made available to the Client by My Dialogues in a timely manner. Use of the Service shall be deemed to constitute acceptance of those additional terms and conditions.
7. My Dialogues reserves the right to amend or supplement these Terms and Conditions. Amendments shall also be applicable to previously concluded Agreements, subject to a notice period of thirty (30) days following publication of the amendment on the My Dialogues website and/or by email. In the event that the Client does not agree with such changes, it shall be entitled to terminate the Agreement subject to a notice period of ten (10) days, with effect from the date on which the changes enter into force.
8. In the event of any conflict between the provisions of these Terms and Conditions and those of the Agreement, the provisions included in the Agreement shall prevail.

Article 2 Offer

1. Unless stated otherwise in the quotation, quotations and offers provided by My Dialogues shall be free of obligation and remain valid for a period of fourteen (14) days following the date of dispatch by My Dialogues.
2. All quotations and offers shall be based on the information provided by the Client. The Client will not be able to derive any rights against My Dialogues from an (accepted) quotation or offer, if the information is subsequently found to be incorrect or incomplete.
3. My Dialogues cannot be compelled to honour a quotation or offer provided, if the Client can reasonably be expected to understand that the quotation or offer or a part thereof contains an apparent error or clerical error.
4. Unless stated otherwise, the quotation or offer shall state prices in euros, exclusive of VAT, other government levies and any expenses to be incurred in connection with the Agreement, including but not limited to installation costs, travel and accommodation costs, postage and administrative costs.
5. My Dialogues shall be entitled to refuse any Client, without having to give reasons.

Article 3 Formation of the Agreement

1. An Agreement shall only be deemed to have been formed once My Dialogues has accepted or confirmed an order or Assignment in writing.
2. The Agreement must be signed by a duly authorised representative of the Client.
3. Additions and amendments can only be effected in writing.
4. The Client shall not be authorised to sell and/or transfer to third parties any rights and/or obligations pursuant to the Agreement.

Article 4 Licence

1. My Dialogues shall grant the Client a non-exclusive right to enter into a Dialogue with Respondents.
2. The right of use shall only include those authorisations that have been explicitly granted under these Terms and Conditions.
3. The Client's right of use may exclusively be exercised by Administrators in the manner stipulated in the Agreement.
4. Administrators shall be understood to refer exclusively to persons employed in the Client's organisation who, by virtue of the Agreement, have expressly been designated or can be unequivocally identified as authorised users of the Webtool.
5. The right of use shall at all times be subject to full and timely payment of the applicable fee.
6. Without prejudice to the provisions of the previous paragraph and except where My Dialogues has granted the Client express permission in writing to do so, the Client shall not be permitted to incorporate or merge the App or Webtool, either in full or in part, with third-party or the Client's own software.

Article 5 Service

1. The purpose of the Service is to allow the Client to collect data via a Dialogue conducted through the App and to view and process collected data online. The Client shall have sole responsibility for determining the data to be collected and the manner in which the data are to be used.
2. The Client may invite its customers to download and make use of the App. The Client hereby agrees that those customers may also participate in surveys organised by other Clients of My Dialogues, by means of an opt-in.
3. Clients have the option to export the outcomes of a Dialogue to their own IT environment.
4. The Service enables the Client to process (personal) data. My Dialogues acts as a data processor within the meaning of the Dutch Personal Data Protection Act. The Client shall indemnify My Dialogues against any third-party claims in connection with this Act.

Article 6 Account

1. My Dialogues shall provide the Client with a username and password for administration purposes. These details enable an Administrator to gain access to the Webtool.
2. The Client has sole responsibility for ensuring the confidentiality of its Account and the security of the data held in it.
3. With regard to the user name provided by My Dialogues or created accounts, the Client shall not be permitted to make them available to third parties or use them for purposes other than those listed without obtaining My Dialogues' permission.
4. All actions performed by means of the administrative Account shall be deemed to have taken place under the responsibility and risk of the Client. The Client must report any suspicion of misuse of an Account to My Dialogues as soon as possible to enable My Dialogues to take action.

Article 7 Use

1. The Client is able to present questions to Respondents by means of the Webtool. The Client may use the profile data in the Webtool to select the desired Respondents.
2. A Dialogue may consist of one (1) or more questions. A Respondent has the option to participate in a range of Dialogues set up by various Clients of My Dialogues.
3. In the interest of all parties, the Client is strongly recommended to select an appealing format for its questions to ensure that Respondents continue to use the App. The formulation of the questions must not be abusive, discriminatory, racist or offensive in any other manner.
4. It is not permitted to use the Service for purposes that are in contravention of laws or regulations in the Netherlands, or any other applicable laws or regulations. This shall also apply among other things to questions posed and data stored and transmitted by means of the service that is deemed defamatory, discriminatory or racist.
5. More particularly, it is not permitted to request personal details by means of the Dialogue. Any processing of personal details by the Client must comply with the Dutch Personal Data Protection Act.
6. The Client shall not disclose in any manner whatsoever any data by which an individual may be identified, such as visual and audio material.
7. My Dialogues shall issue a warning to the Client in the event that, in the opinion of My Dialogues, one of the abovementioned provisions is breached or if a complaint is received in connection with this. My Dialogues may intervene to rectify a breach in the event that a warning fails to result in an acceptable resolution. In urgent cases, My Dialogues may intervene without first issuing a warning.

Article 8 Responsibility

1. Unless agreed otherwise in writing, the Client shall be responsible for managing the Service, including but not limited to verification of the settings, the use of the Service and the manner in which the outcomes achieved by means of the Service are used.
2. The Client shall also be responsible for instructing Administrators and the use by Administrators, irrespective of whether a relationship of authority exists between the Administrators and the Client.
3. The Client shall at all times retain ownership of the data entered by it.
4. It is the responsibility of the Client to ensure back-ups are made. My Dialogues cannot under any circumstances be held liable for costs incurred in the reproduction of corrupted or lost data, nor for any damage, consequential losses or loss of profits suffered by the Client.

Article 9 Modifications/additional work

1. The Client shall consult My Dialogues in a timely manner in the event that it wishes to modify the set-up and/or content of the Service.
2. My Dialogues shall lend its cooperation in implementing the desired changes, on the proviso that this can reasonably be expected from My Dialogues and agreement is reached in

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respect of the changes and the increase or decrease in costs that can reasonably be applied in this regard.

Article 10 Support

1. My Dialogues shall provide advice with regard to the operation of the Webtool stipulated in the Agreement and the use being made of the Service by phone or by email, where the service provided to the Client includes support to Administrators by virtue of the Agreement.
2. My Dialogues may attach conditions to the qualifications and number of contacts that are eligible for support. My Dialogues shall consider properly substantiated requests for support within a reasonable period of time.
3. My Dialogues cannot guarantee the accuracy, completeness or timeliness of responses or the support provided.
4. Unless agreed otherwise in writing, support shall only be provided on working days during the normal opening hours of My Dialogues.
5. Any arrangements regarding a service level (Service Level Agreement) shall exclusively be agreed in writing. The Client shall at all times keep My Dialogues informed of any circumstances that may affect the service and the availability thereof.
6. In the event that My Dialogues, at the request of the Client, performs work that has not been previously agreed upon, My Dialogues shall charge the Client for such work on the basis of the prices applicable at My Dialogues at that time and the costs incurred, in addition to the normal fees.

Article 11 Performance and availability

1. My Dialogues shall endeavour to ensure optimum availability of and access to the Webtool and the App, but due to the nature of the internet, it is unable to guarantee access without interruption.
2. My Dialogues is authorised to modify the content or scope of the Service. In the event that such modifications result in a change in the procedures applicable at the Client, My Dialogues undertakes to inform the Client at the earliest possible time and the costs in relation to this change shall be at the expense of the Client. In such cases, the Client shall be entitled to terminate the Agreement in writing with effect from the date on which the change enters into force, except where the change is related to the amendments in applicable legislation or any other regulations imposed by authorised bodies or My Dialogues covers the costs of said change.
3. My Dialogues is authorised to continue the performance of the Service by means of a new or modified version of the Webtool. My Dialogues shall not be obliged to retain, modify or add certain properties or functionalities of the Service or the Webtool specifically for the Client.
4. My Dialogues is authorised to take the Service or parts thereof out of use on a temporary basis for the purpose of preventive, corrective or adaptive maintenance. My Dialogues shall limit any service outages to the minimum time required, will plan them outside of office hours wherever possible and, depending on the circumstances, only commence them after the Client has been notified.
5. My Dialogues makes the App available on the basis of fair use. This means that, unless stipulated otherwise in the Agreement, no restrictions are in principle imposed with regard to the load caused by the Client. My Dialogues shall, however, reserve the right to impose technical or other measures in the event of excessive use, being use that is significantly above the use of the average Client, such as at the sole discretion of My Dialogues.
6. The Client shall be required to take measures in order to rectify any excessive use of the system and/or excessive loads placed on the network when My Dialogues first issues a notification to this effect. In the event that the excessive use and/or network load continues, My Dialogues shall be entitled to suspend the service via the App and/or any other obligation to be performed under the Agreement.
7. In the event that the excessive use of the system and/or excessive loads placed on the network are systematic in nature, the parties shall consult one another with the regard to the associated costs.

Article 12 Term and assignment of the Agreement

1. Unless the parties have specifically agreed otherwise in the Agreement, the Agreement shall be entered into for a period of one (1) year.
2. Upon expiry of the term referred to in the previous paragraph, the Agreement shall be automatically renewed for a consecutive period of one (1) year, except in the event that one of the parties terminates the Agreement in writing at least one (1) month before the end of the then current period.
3. Upon termination of the Agreement, the Client shall immediately cease its use of the Service and refrain from further use. In addition, the Client will no longer have access to its data upon termination of the Agreement. Upon termination of the Agreement, My Dialogues will not, for any reason, refund any fees to the Client.
4. My Dialogues shall be authorised to sell and/or transfer to third parties any rights and/or obligations pursuant to the Agreement.
5. Upon termination of the Agreement or suspension of the Account for whatever reason, My Dialogues shall keep all data on file for a period of one (1) year. After this period, the data will irrevocably be deleted without any prior notification to the Client. In such cases, it is no longer possible to provide copies of the data.

Article 13 Obligations on the part of the Client

1. The Client shall be solely responsible for providing and maintaining any software, hardware (including peripheral equipment) and/or (internet) connections that are required, in order to be able to use the App.
2. The Client shall be solely responsible for taking the necessary measures in order to protect its equipment, software, and telecommunication and internet connections against viruses, cybercrime and unauthorised use by third parties.
3. When interacting with My Dialogues, the Client shall ensure that it does not use equipment or software that may disrupt the normal operation of the Webtool and/or the App or that

sends data to My Dialogues that as a result of its size or properties, may place a disproportionate strain on My Dialogues' infrastructure.

4. The Client warrants furthermore that it will refrain from using the Webtool, the App and/or the functionalities thereof in order to:
 - download, send or distribute data that contain viruses, worms, spyware or malware or any other similar malicious code, or
 - perform calculations, actions or transactions that may disrupt or destroy the Webtool, the App, a program, computer or means of telecommunication or impair the functionality thereof.

Article 14 Rates

1. The Client shall be required to pay a fee by virtue of the Agreement. The fee shall be set in the Agreement. The Service is subject to a start-up fee, a monthly fee and a charge for answer sets.
2. The fee shall payable irrespective of whether the Client makes use of the Service.
3. Any hours for consultancy, research or secondments shall be agreed after a quotation has been provided.
4. All prices shall be exclusive of turnover tax (VAT) and other levies imposed or to be imposed by the government.
5. After a minimum of two (2) months after publication, My Dialogues shall be entitled to revise the applicable prices and rates. In the event that the Client does not agree with a revision, it shall be entitled to terminate the agreement in writing within a period of thirty (30) days following notification, with effect from the date on which the revision enters into force. However, the Client shall not be able to invoke the aforementioned right to termination if the parties have agreed that the applicable rates and prices will be revised on the basis of an index or other criterion that has been agreed between the parties.
6. The Client shall be entitled to use the agreed service only within its own business or organisation and subject to the specified number or type of Administrators for which a right of use was granted.

Article 15 Payment

1. Invoices shall be issued in advance and in the manner agreed with My Dialogues. This may take the form of invoices for a lump sum or instalments.
2. The Client hereby agrees to accept electronic invoices from My Dialogues. Invoices must be paid within thirty (30) days of the invoice date at all times.
3. My Dialogues is entitled to demand that Services be paid for by direct debit. The Client shall be required to issue a mandate to My Dialogues for that purpose.
4. In the event that payment by direct debit has been agreed, the Client shall be required to ensure sufficient funds are held in the relevant account. In the event that the direct debit request is unsuccessful, the Client shall be notified and My Dialogues shall be entitled to charge an administration fee amounting to €25 to the Client.
5. In respect of (electronic) reminders/payment demands, My Dialogues shall be entitled to charge an amount of €15 per reminder or payment demand sent.
6. The Client shall under no circumstances be entitled to offset amounts owed by it to My Dialogues. Objections with regard to the amount invoiced shall not suspend the obligation to make payment. Nor shall a Client who is unable to invoke Part 6.5.3 (Articles 231 to 247 of Book 6 of the Dutch Civil Code) be entitled to suspend payment of an invoice for any other reason.
7. My Dialogues shall be entitled to use payments made by the Client to settle costs in the first instance and subsequently to settle interest owed.
8. A Client who fails to settle invoices in time and/or in full shall be deemed to be in default by operation of law. In such cases, the Client shall be liable to pay interest at a rate of 1% per month or part thereof. The interest in respect of the amount payable shall be calculated from the time the Client is in default until the time the amount owed is settled in full.
9. A Client who fails to meet its obligations or fails to do so in a timely manner shall be liable to pay all reasonable collection costs. The collection costs shall be set at 15% of the outstanding amount, subject to a minimum of €125.

Article 16 Suspension and dissolution

1. The Client and My Dialogues shall at all times be entitled to terminate the Agreement with immediate effect in the event that either the Client or My Dialogues:
 - goes bankrupt or if a winding-up petition is filed
 - a moratorium on payments is granted or applied for
 - ceases its business operations
2. My Dialogues shall be entitled to suspend performance of the obligations or to dissolve the Agreement in the event that:
 - the Client fails to meet its obligations under the Agreement or fails to do so properly or on time
 - circumstances have come to the attention of My Dialogues following the conclusion of the Agreement that form good grounds to fear that the Client will not meet its obligations
 - in the case of a Client who upon conclusion of the Agreement was requested to provide security for compliance with its obligations under the Agreement, the Client fails to provide said security or fails to provide adequate security
 - due to delays on the part of the Client, My Dialogues can no longer be required to fulfil the Agreement on the basis of the conditions that had initially been agreed
3. Upon dissolution of the Agreement, any claims that My Dialogues has against the Client become immediately due and payable. In the event that My Dialogues suspends performance of the obligations, it shall retain its claims under the law and the Agreement.

Article 17 Liability

1. My Dialogues shall only be liable for damage that arises from an attributable failure on the part of My Dialogues.

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- Any liability on the part of My Dialogues as a result of an attributable failure to perform the Agreement will in any case only be established if the Client has directly given proper notice of default in writing to My Dialogues, which notice of default stipulates a reasonable period to remedy the failure and My Dialogues' imputable failure to comply with its obligations continues after the aforementioned term has elapsed. In order to enable My Dialogues to respond in an adequate manner, the notice of default should include a description of the failure that is as comprehensive and detailed as possible.
- The total liability on the part of My Dialogues as a result of an attributable failure to perform the Agreement shall be limited to compensation of direct damage not exceeding twice (2) the amount of the price (excluding VAT) agreed over a period of one (1) year in connection with the relevant Agreement. However, the total compensation in respect of direct damage will not in any case exceed an amount of €10,000 (ten thousand euros). The total liability on the part of My Dialogues shall furthermore be limited to the amount that is paid out under its business liability insurance policy, increased with the deductible.
- In so far as any liability is deemed to exist, My Dialogues shall exclusively be liable for direct damage. With the exception of direct financial losses suffered by the Client, My Dialogues cannot accept liability for any other direct, indirect or consequential loss (including but not limited to purely financial losses, loss of profits, expenses due to business interruption or loss of clients as a result of any delay, loss of data, Client data or goodwill, losses arising from claims by clients of the Client, corruption or loss of data, losses as a result of the Client's use of items prescribed by the Client to My Dialogues and/or faults identified).
- The limitations set out in the preceding paragraphs of this Article shall cease to apply in the event that and in so far as the damage is the result of wilful conduct or gross negligence on the part of My Dialogues or its management.
- The Client shall indemnify My Dialogues against any claims alleged and asserted by third parties for compensation of damages suffered, costs incurred, loss of profits and other expenses that are in any way related to and/or arise from the performance of the Agreement by My Dialogues.
- My Dialogues shall not accept any liability for any damage of whatever nature suffered by the Client in connection with the Webtool or App being unavailable temporarily or temporarily not being available in full or in the correct manner.
- My Dialogues shall not accept any liability for any data inserted by means of the Webtool or the App that is not sent or received in a correct, complete or timely manner.
- My Dialogues cannot be held liable for any loss and/or damage to data.
- Any claim for compensation against My Dialogues shall lapse by the mere expiry of a term of twelve (12) months following inception of the claim.

Article 18 Force majeure

- My Dialogues shall not be obliged to perform any obligation towards the Client if it is prevented from doing so as a result of a circumstance that cannot be attributed to it or for which it cannot be held accountable, either in accordance with the law, a juristic act or common opinion.
- In these Terms and Conditions and in addition to all that is understood to constitute "force majeure" in law and case-law, force majeure shall also be understood to include all external causes, foreseen or otherwise, that are beyond the control of My Dialogues, but that nevertheless render My Dialogues incapable of performing its obligations. This shall be deemed to include work strikes in the business of My Dialogues and illness of the person designated to perform the Agreement. My Dialogues shall also be entitled to invoke force majeure if the circumstance that prevents performance or continued performance of the Agreement arises after My Dialogues should have fulfilled its obligation.
- Such circumstances shall be deemed to include, without limitation, obligations imposed by the government that affect the provision of the service via the internet, faults in systems that form part of the internet, faults in telecommunications and infrastructure, computer hacking and interruption of the electricity supply. In addition to My Dialogues, this clause shall also cover the hosting provider engaged on behalf of My Dialogues.
- Force majeure shall be deemed to include force majeure on the part of the Supplier.
- For the duration of the force majeure, My Dialogues shall be entitled to suspend its obligations under the Agreement. In the event that the period of force majeure exceeds two months, each of the parties shall be entitled to dissolve the Agreement without any obligation to pay compensation to the other party.

Article 19 Intellectual property

- All intellectual and industrial property rights pertaining to the App, Webtool, data files, equipment and other items developed or made available on the basis of the Agreement shall be vested exclusively in My Dialogues. The Client shall exclusively acquire those rights of use that are expressly granted by virtue of these Terms and Conditions and under the law. Any other or farther-reaching right of the Client to reproduce the App, Webtool, software, websites, data files or other materials is excluded. A right of use accruing to the Client shall be non-exclusive and non-transferable to third parties.
- The Client shall not be permitted to remove or modify any notices regarding the confidential nature or the copyright, trademarks, trade names or other intellectual or industrial property rights in the Webtool, websites, data files, equipment or materials.
- My Dialogues shall be entitled to implement technical measures in order to protect the Webtool or safeguard any agreed restrictions in respect of the duration of the right to use the Webtool. The Client shall not be permitted to remove or circumvent said technical measures.
- My Dialogues reserves all rights in respect of the intellectual property connected with the products it uses or has used during the performance of the Agreement.
- The Client shall not be permitted to make those products available to third parties, except for the purpose of obtaining an expert opinion on the work of My Dialogues.
- My Dialogues shall be entitled to use the knowledge gained by it as a result of the performance of the Agreement for other purposes, in so far as this does not involve the disclosure of strictly confidential information of the Client to third parties.

- In the event that the provisions set out in this article are breached, the Client shall forfeit a penalty of €5,000 (five thousand euros) in respect of each breach or each day or part thereof as applicable, without prejudice to any other rights that My Dialogues is able to exercise.

Article 20 Confidentiality and exclusivity

- The parties shall be required to keep confidential all confidential information that they obtained in connection with the Assignment, either from the other party or another source, from third parties that are not involved in the performance of the Assignment. Information must be regarded as confidential if the other party has indicated this or if this arises from the nature of the information.
- The Client shall not be permitted to safeguard the privacy interests of Respondents.
- The Client shall only be permitted to use the survey results obtained in order to produce statistic or comparative data, on the condition that the aforementioned results cannot be retraced to individual Respondents.
- The Client shall not be permitted to include Respondents made available by means of the App in its own files or to approach Respondents for any other purpose by any other means than My Dialogues.
- In the event that the stipulations set out in this article are breached, the Client shall forfeit to My Dialogues an immediately due and payable penalty amounting to two (2) times the fee agreed in relation to the Agreement, without prejudice to the right of My Dialogues to demand compensation.

Article 21 Applicable law and Terms and Conditions

- All Agreements concluded between the Client and My Dialogues shall be governed exclusively by the laws of the Netherlands. Any applicability of the Vienna Sales Convention is hereby excluded.
- Any disputes arising between the parties as a result of the Agreement or as a result of further agreements ensuing from it shall be settled by arbitration by means of arbitration proceedings before the DigiTrage foundation established in Utrecht (Netherlands).
- The procedure shall be conducted via www.digitrage.nl in accordance with the Procedural Rules of the DigiTrage foundation. The Procedural Rules have been published on the above-mentioned website. The Procedural Rules, a copy of which is also available from My Dialogues, form part of the Agreement.
- Each party shall be entitled to make an application to the civil court, in so far as the dispute has not already been submitted to the DigiTrage foundation.
- In the event that My Dialogues submits a dispute to the DigiTrage foundation whereas the Client is in favour of bringing proceedings before a civil court, the Client must make its preference known in writing within one (1) month of the dispute having been submitted. This stipulation shall only be applicable to Clients who entered into the Agreement in the capacity of consumer.
- These Terms and Conditions have been filed with the Chamber of Commerce and My Dialogues will provide a copy free of charge upon request.
- The most recently filed version or the version in force at the time the legal relationship with My Dialogues was established shall apply at all times.
- The interpretation of these Terms and Conditions shall be governed at all times by the Dutch version thereof.