



General Terms and Conditions

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These are the general terms and conditions of the companies in the RIFF group comprising RIFF Nederland B.V., RIFF Digital Engagement B.V. and TTC Health Services B.V.

These general terms and conditions are divided into various sections. Section 1 sets out the general provisions that apply to all agreements that Clients enter into with RIFF, irrespective of the services provided. The provisions of Section 2 only apply if RIFF provides customised work or carries out development work, including developing videos, in the context of an agreement. Section 3 applies if RIFF provides services in the fields of hosting, online management and/or online maintenance in the context of an agreement. The provisions set out in Section 4 apply if RIFF processes personal data on the instructions of a Client and in the context of an agreement.

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Section 1. General provisions

The provisions set out in this 'General Provisions' section apply to all Agreements between RIFF and the Client.

Article 1. Definitions

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

- 1.1. **Account:** the account created by or on account of the Client or End User that can be used, if necessary, to facilitate the supply of Services, or parts thereof.
- 1.2. **Client:** all legal entities or natural persons pursuing professional or commercial activities and with whom RIFF enters into an Agreement in the context of the provision of Services.
- 1.3. **GDPR:** 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.
- 1.4. **Data Breach:** a security breach that accidentally or unlawfully leads to the destruction, loss, alteration, or unauthorised disclosure of or unauthorised access to transferred or stored personal data or personal data processed in some other way, as referred to in Article 4.12 of the GDPR.
- 1.5. **Services:** RIFF services, including services in the context of ICT, customer support, development and hosting.
- 1.6. **End User:** the employee or other natural person that avails itself of RIFF's services in the context of the Agreement.
- 1.7. **Error:** the failure of a Material to comply with the Agreement or what the parties may reasonably expect of the Material.
- 1.8. **Main Agreement:** all RIFF's quotations, master agreements and/or offers on the basis of which Services are provided to the Client.
- 1.9. **Intellectual Property Rights:** all intellectual property rights including in any event but not limited to copyrights, database rights, rights to domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights, as well as rights to knowhow.
- 1.10. **Office Hours:** Monday to Friday, 9 am to 6 pm (CET), with the exception of official public holidays in the Netherlands.
- 1.11. **Client Data:** all data and other information entered or stored when and during the use of the Services or otherwise given to RIFF by the Client in the context of the implementation of the Agreement, or results generated by or on behalf of the Client or its End Users by using the Services.
- 1.12. **Material:** material provided or otherwise made available by the parties in the context of the Agreement, other than Client Data, including all websites, Software, web and other applications, corporate styles, logos, folders, brochures, leaflets, lettering, advertisements, marketing and/or communication plans, concepts, images, texts, sketches, documentation, advice, reports, audiovisual works and other products of the mind, as well as the preparatory material for this and the data carriers on which the materials are located.
- 1.13. **Agreement:** the entire agreement between RIFF and the Client, including the Main Agreement, these general terms and conditions, additional agreements entered into between the parties, such as service level agreements or separate data processing agreements, and any other written agreements and appendices.
- 1.14. **RIFF:** the RIFF group comprising RIFF Nederland B.V., RIFF Digital Engagement B.V. and TTC Health Services B.V.
- 1.15. **Sub-Processor:** the party that processes personal data on RIFF's instructions, which is processed by RIFF on the Client's instructions.

- 1.16. **Confidential Information:** any information that is considered to be confidential, or that the recipient ought reasonably understand to be confidential in nature, including personal data processed by RIFF on the Client's instruction.

Article 2. Order of precedence rules

- 2.1. The Agreement may consist of several documents. In the event of conflicts, the order of precedence set out below applies (with earlier documents taking precedence over more recent ones):
 - a) any other written agreements reached between the parties;
 - b) the Main Agreement;
 - c) the service level agreement entered into by the parties, if applicable;
 - d) these general terms and conditions.
- 2.2. If there are conflicts between the general provisions set out in Section 1 of these general terms and conditions and the following sections, the section relating to the relevant part of the Services will prevail.
- 2.3. To the extent that the various parts of the Agreement do not contain any contradictions, they apply in addition to one another.

Article 3. Formation of the Agreement

- 3.1. The Agreement commences on the date stated in the Main Agreement or on the date that the Client accepts the Agreement if no date is stated in the Main Agreement.
- 3.2. If the Client consists of several legal persons or legal entities, they are jointly and severally bound to fulfil their obligations under the Agreement.
- 3.3. All RIFF offers are without obligation and valid for thirty (30) days after the date stated in the quotation or offer. RIFF is not obliged to take on an acceptance after the expiry of this term, but if it does do so, then the offer is deemed to have been accepted.
- 3.4. If RIFF makes an offer based on information provided by the Client and this information turns out to be incorrect or incomplete, RIFF is entitled to terminate the Agreement, or to adjust the offer and prices accordingly, even after an Agreement has been entered into.
- 3.5. If the Client does not formally accept RIFF's offer, but nevertheless creates that impression, for instance by engaging RIFF to carry out certain work in advance, the offer will also be deemed to have been accepted and an Agreement is therefore concluded.
- 3.6. Contrary to the provisions of Book 6, Section 225(2) of the Dutch Civil Code, RIFF is not bound to an acceptance that differs from the offer made, even if the deviation concerns minor aspects of the offer.
- 3.7. The Client is entitled to ask RIFF to provide certain Services on its own initiative. In all cases, RIFF is entitled to turn down requests of this kind.

Article 4. Implementation of the Agreement

- 4.1. After the formation of the Agreement, RIFF will make every effort to implement the Agreement within the agreed timeframe, or within a reasonable period of time if no timeframe has been agreed. The terms that RIFF announces are indicative and are not final deadlines.
- 4.2. RIFF reserves the right to deliver work in the context the Agreement in phases, to the extent that the nature of the work allows for this.
- 4.3. RIFF is entitled to engage third parties during the implementation of the Agreement. Any costs involved in this are only for the Client's account if this has been agreed in advance.
- 4.4. If the third party to be engaged is a Sub-Processor, RIFF will inform the Client of this as soon as possible. The Client is entitled to object to any new Sub-Processor(s), or those



who will change, in writing and within two (2) weeks after RIFF sends a substantiated notification of this. If the Client objects, the parties will confer to find a solution.

- 4.5. On request, RIFF will inform the Client about the identity and place of business of the Sub-Processors already engaged.
- 4.6. Any terms that RIFF announces, or delivery and other terms agreed between the parties, are indicative and are not final deadlines.
- 4.7. In the implementation of the Agreement, RIFF will take all of the Client's reasonable requests into account, or give reasons if it does not do so. If, despite the reasons, the Client insists that the request be carried out, RIFF may carry out the work at the Client's risk, provided the request is reasonably feasible.
- 4.8. RIFF's work is performed during Office Hours. Work can be carried out outside Office Hours based on an hourly rate to be agreed at a later date.

Article 5. Cooperation

- 5.1. At RIFF's request, the Client must lend all reasonable cooperation and provide all information and Material that RIFF indicates are required for the implementation of the Agreement. This cooperation includes providing and granting access to the required accounts, digital environments, required facilities and physical locations.
- 5.2. If the Client fails to cooperate or provide information and Material in the manner referred to in this article, RIFF is entitled to charge the resulting costs on to the Client and suspend the implementation of the Agreement.
- 5.3. The Client guarantees that all information and Material that it gives to RIFF in the context the implementation of the Agreement is complete, accurate and up to date. RIFF is entitled, but not obliged, to assess this information and this Material in terms of accuracy and completeness. If there are shortcomings, RIFF is entitled to suspend the work and charge the resulting costs on to the Client.
- 5.4. If the Client makes certain information carriers, electronic files or other Material available to RIFF, the Client guarantees that they are free of viruses, malware, defects or third-party proprietary rights.
- 5.5. If work is performed on location within the framework of implementation of the Agreement, the Client will within reason provide all necessary access to facilities on RIFF's request.
- 5.6. The Client will follow all reasonable instructions and advice given by RIFF in the context of implementation of the Agreement.

Article 6. Additional work

- 6.1. If the Client asks for additional work or services beyond the scope of the Agreement, or asks for contract extras, the parties will consult on this and RIFF may make an offer. RIFF will only perform the work once the Client has accepted the offer. RIFF is entitled to refuse to perform additional work.
- 6.2. RIFF does not require permission for additional work that RIFF can demonstrate is reasonably necessary for the provision of the Services, or if this necessity reasonably follows from the Client's instructions. Work of this kind is performed based on actual costs and RIFF's hourly rate applicable at the time the work is performed. Any other costs incurred may be charged.
- 6.3. RIFF's refusal to carry out a request for additional work does not count as grounds to cancel or terminate the Agreement under any circumstances.

Article 7. Supply of goods

- 7.1. The risk of loss, theft, damage or misappropriation of the goods supplied under the Agreement transfers to the Client when RIFF delivers the goods to the agreed or specified address.

- 7.2. All goods that RIFF delivers to the Client remain RIFF's property until the Client has paid the full amount owed for these goods. The Client is not entitled to sell on, pledge or encumber in any other way the goods that fall under retention of title.
- 7.3. The Client will notify RIFF immediately if a third party wishes to establish or enforce rights or wishes to seize the goods subject to retention of title or to have them seized. The Client hereby grants RIFF (or third parties appointed by RIFF) unconditional and irrevocable permission in a case like this to enter all those places where RIFF's property is located and to take back those goods.

Article 8. Third-party products and services

- 8.1. RIFF may place orders on the Client's behalf for third-party products or services if this is necessary for the implementation of the Agreement. Unless otherwise agreed, the agreements related to this apply directly between the Client and the third party in question.
- 8.2. The use of third-party products or services may be subject to additional or other terms and conditions. These conditions are available from RIFF on request. The Client agrees to these conditions in advance and is aware that the conditions may change in the interim.
- 8.3. Invoicing for third-party products and services may be done via RIFF as well as directly with the Client. If invoicing is done through RIFF, the Client is not permitted to suspend any payment obligation due to breach of contract on the part of the third party in question.
- 8.4. Under no circumstances will RIFF be responsible or liable regarding the products and services provided by third parties.

Article 9. Intellectual Property Rights

- 9.1. The Intellectual Property Rights to all Material that RIFF supplies, provides, develops or makes available under the Agreement are vested in RIFF or its licensors, unless expressly agreed otherwise in writing.
- 9.2. Unless otherwise agreed in writing and on condition that the Client complies with its payment obligations under the Agreement, the Client will only be granted non-exclusive, non-transferable and non-sublicensable user rights for the duration of the Agreement for Material that RIFF supplies, provides, develops or makes available under the Agreement.
- 9.3. Unless otherwise agreed in writing, if Material is developed for the Client as part of customised projects, the Client will be granted perpetual, non-exclusive, non-transferable and non-sublicensable user rights to use this Material for the agreed purpose, on condition that it fulfils its payment obligations under the Agreement. If this provision is breached, RIFF will be entitled to revoke the licence for use for the Material.
- 9.4. All Intellectual Property Rights to the Material supplied by the Client are vested in the Client. RIFF is only given the user rights for this Material insofar as they are required for the performance of the Agreement.
- 9.5. Licences for software issued to the Client under the Agreement are active from the date of activation, irrespective of when it is put to use.
- 9.6. The Client is not entitled to make any changes to the software or other Material provided by RIFF in the context of the Agreement and it is not entitled to a copy of any source codes for this software, except in those cases in which making a copy of the source code is permitted under mandatory law.
- 9.7. The Client is not permitted to retrieve the source code by reverse engineering or decompilation, except to the extent permitted by mandatory law.
- 9.8. The Client is not permitted to remove or alter any indications of Intellectual Property Rights, nor is removing indications of the confidential nature of RIFF Material permitted.



- 9.9. Changes that the Client makes to Material supplied by RIFF will never result in a joint or derived forms of work.
- 9.10. RIFF is entitled to take technical and other measure to protect the Material or Services provided. If RIFF has taken these kinds of protection measures, the Client is not permitted to circumvent or remove the protection.
- 9.11. The Client is responsible for having appropriate licences to the Material made available to RIFF and guarantees that RIFF's use of this Material will not infringe third-party rights. The Client indemnifies RIFF against third-party claims relating to or resulting from the aforementioned guarantee.
- 9.12. RIFF is permitted to use the Client's name, including trade and brand names, and distinguishing marks for promotional purposes.

Article 10. Client Data

- 10.1. All rights to Client Data, including Intellectual Property Rights to this data, are vested in the Client. RIFF is only given the user rights for this Client Data insofar as they are required for the performance of the Agreement.
- 10.2. If Client Data has to be loaded or migrated in the context of the implementation of the Agreement, RIFF is entitled to charge the associated costs on to the Client.
- 10.3. After the expiry of the Agreement and on the Client's request, RIFF may provide a copy of the Client Data including personal data in a file format commonly used for this purpose, provided the Client has complied fully with its payment obligations and any other obligations arising from the Agreement. The Client must submit a request to this effect to RIFF prior to the date on which the Agreement expires. If no such request is made, or if RIFF has provided the copy requested, RIFF may assume that Client has opted to have all Client Data erased. RIFF is entitled to charge on to the Client all costs related to the provision of the copy.

Article 11. Confidentiality

- 11.1. RIFF and the Client will maintain the strict confidentiality of all of the other party's Confidential Information and use it only to the extent necessary for the implementation of the Agreement.
- 11.2. The recipient will ensure that Confidential Information is given the same level of protection against unauthorised access or use as its own confidential information, or at least a reasonable level of protection.
- 11.3. The parties will also impose the obligations set out in this article on employees, and any third parties engaged by it, who are given the Confidential Information.
- 11.4. The obligations set out in 11.1 do not apply if it concerns information that:
 - a) is or becomes generally accessible to the public for reasons other than disclosure by the recipient in breach of the Agreement;
 - b) was already in the possession of the recipient before being disclosed to it by the disclosing party;
 - c) is given to the recipient on a non-confidential basis by a source other than the disclosing party; or
 - d) the recipient has developed independently.
- 11.5. If a competent authority orders a party to surrender Confidential Information by, it is entitled to do so. The disclosing party will, however, be informed of the order as soon as possible, unless this is not permitted. If the disclosing party indicates that it wishes to take action against the order, for instance through preliminary relief proceedings, the recipient will wait with providing the information until a decision is taken, to the extent legally possible.

Article 12. Prices and payments

- 12.1. All the prices stated by RIFF are in euros, excluding VAT and other levies imposed by the authorities.

- 12.2. RIFF will send an invoice for all amounts owed and is entitled to do so in advance and electronically. RIFF is also entitled to invoice in parts. All invoices must be paid within thirty days of the invoice date.
- 12.3. If a price is based on information provided by the Client and this information proves to be incorrect, RIFF is entitled to adjust the prices accordingly, even after the Agreement has already been concluded.
- 12.4. RIFF is entitled to index the prices annually during January, based on Statistics Netherlands' consumer price index for January compared to January of the previous year, without the Client having the option of terminating the Agreement.
- 12.5. RIFF is entitled to adjust prices as a result of changes in laws and regulations, without the Client having the option of terminating the Agreement.
- 12.6. RIFF is entitled to increase prices with immediate effect in the interim due to changes in supplier rates for products or services that are charged on to the Client on a pro rata basis, such as licence or hosting costs, without the Client having the option of terminating the Agreement.
- 12.7. If RIFF increases prices for reasons other than those set out this article, the Client is entitled to terminate the Agreement until the date on which the price increase takes effect at the latest.
- 12.8. The Client is not entitled to set off any of its payment obligations against any claim against RIFF, regardless of the reason.
- 12.9. If the Client does not agree with the contents of the invoice, the Client is entitled to suspend the disputed part of the invoice, but not the rest of it. If the Client fails to object within the payment term, in writing and supported by reasons, it will be deemed to have agreed to the contents of the invoice. RIFF will assess whether the Client's dispute is justified as soon as possible. If the dispute proves to be unjustified, the Client will settle the amount as soon as possible, but within seven days at the latest.
- 12.10. If the Client fails to pay an invoice within the payment period, the Client will be in default by operation of law, without a prior demand for payment or notice of default being required. In a case like this, RIFF is entitled to charge the statutory interest rate for commercial transactions on the amount or an interest rate of two per cent per month if that is higher.
- 12.11. If the Client once again fails to pay the invoice amount after a demand for payment or notice of default, RIFF is entitled to refer the claim for collection and/or suspend the Services until the outstanding amounts are paid in full. In that case, the Client will bear the judicial as well as the extrajudicial costs, including the costs of lawyers, legal experts, bailiffs and debt collection agencies.

Article 13. Usage restrictions

- 13.1. RIFF is entitled to set limits for the capacity, such as the amount of data traffic, data storage, power, computing power and so on, that the Client may or effectively can use via the Service. If the parties have not reached any agreements in this regard, the limit on the grounds of fair use applies.
- 13.2. 'Fair use' refers to when a Client uses a maximum of twice as much capacity as other RIFF Clients would do in a similar situation.
- 13.3. If RIFF establishes that the Client acts contrary to the fair use policy set out in this article or exceeds the agreed capacity limits, RIFF is entitled to charge additional costs for this or to restrict access to or use of the Service.
- 13.4. RIFF cannot be held liable if the Services are not functioning properly if RIFF establishes that the Client is not complying with the fair use policy or the agreed capacity limits.

Article 14. Accounts

- 14.1. An Account is required in some cases to facilitate the Client's access to the Services. If the Agreement so requires, RIFF may create an Account for or on behalf of the Client, and End Users if necessary, and provide login details (i.e. usernames and passwords).
- 14.2. If necessary, RIFF is entitled to create Accounts and manage them for third-party services on behalf of the Client or its End Users. In that case, login details will be provided at the Client's request.
- 14.3. All login details provided by RIFF in the context the implementation of the Agreement are strictly personal and may not be shared with third parties.
- 14.4. RIFF may assume that all activities on the Accounts for which it has given the Client login details are done under the Client's direction and supervision.
- 14.5. On request, the Client will give RIFF access to the Accounts that RIFF manages in the context the Agreement. All acts performed from the time of provision from the Accounts in question by a party other than RIFF are deemed to have been performed under the Client's direction, responsibility and supervision.
- 14.6. If it is part of the Agreement, RIFF is authorised to communicate – in the Client's name, independently and at its own discretion – with the Client's clients on the registered Accounts, profiles, channels or the Client's other online presence on online platforms or other types of media, including social media, mentioned in the Main Agreement.
- 14.7. In the cases referred to in the preceding paragraph and unless otherwise agreed, RIFF will endeavour to respond to requests for contact and interactions from the Client's clients within a reasonable time during Office Hours. If required, the parties may agree response times concerning the Client's various registered Accounts, profiles, channels or other online presence on online platforms or other types of media, including social media, and these agreements may be laid down in a service level agreement.

Article 15. Training programmes and workshops

- 15.1. This article applies if the Client purchases Services from RIFF in the field of education, training programmes, workshops, courses, seminars and the like.
- 15.2. Unless the training course is held at a location designated by RIFF, the Client will ensure that a suitable room and the facilities required for the course are available.
- 15.3. Using the information provided by RIFF, the Client is required to check for itself whether the competence level of participants is in line with the training.
- 15.4. Unless a training course is developed for a specific Client, RIFF reserves the right to change the location of training courses or to combine or merge training courses.
- 15.5. Cancellation of the training course or absence of participants will under no circumstances result in an obligation for RIFF to refund the amount agreed for the course.
- 15.6. Documentation and course material are not included in the training course, unless otherwise agreed.

Article 16. Consultancy services

- 16.1. RIFF will make every effort to ensure that all advice, information, data, records and reports provided under the Agreement are up to date and accurate, but does not accept any risk for any use the Client may wish to make of this advice etc.
- 16.2. The Client will only use the provided advice, information, data, records and reports for its own use, unless otherwise agreed.
- 16.3. RIFF provides reports, data overviews or records if this is a standard part of the Service provided or the parties have agreed to this in writing.
- 16.4. The form and frequency of the reports, data overviews or records is laid down in the Agreement.

- 16.5. RIFF cannot guarantee that the data overviews, computer-generated or otherwise, provided in the context of the Agreement are completely free of Errors.

Article 17. Liability

- 17.1. RIFF will only be liable vis-à-vis the Client for direct loss as a consequence of an attributable failure to fulfil its obligations under this Agreement.
- 17.2. RIFF's liability for indirect loss is excluded. In the context of this Agreement, 'indirect loss' means loss of profit, loss of savings, diminished goodwill, loss of data, damages due to not achieving marketing targets, damages related to the use of data or data files prescribed by the Client, or loss, corruption or destruction of data or data files and loss due to business interruption.
- 17.3. Without prejudice to the aforementioned provisions, RIFF's liability per annum for direct loss due to an attributable failure to fulfil its obligations under this Agreement, an unlawful act or otherwise, is limited to the amount (excluding VAT) that the Client has paid RIFF under the Agreement for the six (6) months prior to the loss-causing incident. RIFF is under no circumstances liable for an amount higher than the insurer pays out, plus the own risk excess.
- 17.4. Any limitation of liability agreed between the parties will lapse if and to the extent that the damages are the result of intent or deliberate recklessness on the part of RIFF, or death or physical injury.
- 17.5. A condition for the creation of any right to compensation is that the Client reports the damages to RIFF in writing no later than thirty (30) days after their discovery.
- 17.6. The Client indemnifies RIFF against any third-party claims arising from a breach of the Agreement on the part of the Client.
- 17.7. An administrative fine imposed on the Client can never be recovered from RIFF if the authority in question considers the degree of culpability of both parties when imposing the administrative fine and imposes the fine(s) on one or both parties accordingly.

Article 18. Force majeure

- 18.1. RIFF cannot be bound to fulfil any obligations under the Agreement if fulfilment is prevented as a result of force majeure, nor can RIFF be held liable for any damages resulting from this.
- 18.2. Force majeure in any case includes power outages, internet disruptions, malfunctions in the telecommunications infrastructure, network attacks (including DOS and DDoS attacks), attacks from malware or other malicious software, civil commotion, mobilisation, war, terror, strikes, staff shortages, import and export restrictions, stagnation in supply, fire and floods.
- 18.3. If a force majeure situation persists for more than ninety (90) days, both parties will be entitled to cancel the Agreement with immediate effect.

Article 19. Personnel and competitors

- 19.1. The Client is not permitted to employ RIFF members of staff or to have them work for it in any other way, directly or indirectly, without RIFF's written permission for the duration of the Agreement, as well as for one year after it expires.
- 19.2. In this context, 'RIFF members of staff' means persons who are employed by RIFF or any of RIFF's affiliates or who were employed by RIFF or any of RIFF's affiliates for less than one year previously, regardless of the reason.
- 19.3. If the Client fails to comply with the prohibition set out above, the Client will owe RIFF an immediately payable fine of €25,000, without prejudice to RIFF's right to claim compensation if the damages actually sustained exceed the fine owed by the Client.



Article 20. Duration and termination

- 20.1. The duration of the Agreement in the context of a defined project ends by operation of law on completion of that project.
- 20.2. The duration of a continuing performance agreement is laid down in the Agreement. If no duration is stated in the Agreement, it will be deemed to have been entered into for an initial period of twelve months.
- 20.3. If the Agreement is entered into for a fixed term, neither of the parties are permitted to terminate the Agreement early, unless it is under the circumstances described in the Agreement.
- 20.4. If a continuing performance agreement is entered into for a fixed term, or is deemed to have been entered into for a period of twelve months as referred to in Article 23.2, it will automatically be converted into an open-ended Agreement at the end of the initial term, unless the Client terminates the Agreement at least one month before the end of the continuing performance agreement.
- 20.5. If it concerns an open-ended Agreement, both parties may terminate the Agreement in writing after an initial twelve-month period or after the conversion referred to in the previous paragraph, subject to a two-month notice period.
- 20.6. If the Agreement provides for the allocation of project hours that can be used by the Client, these project hours are valid for one month, unless the parties agree otherwise. Project hours not used cannot be transferred to another agreement or to another party. The scheduling of the use of project hours will always be done in consultation.
- 20.7. RIFF is always entitled to suspend or terminate the Agreement, without notice of default being required, if:
 - a) the Client acts in breach of the Agreement or contrary to applicable laws and regulations;
 - b) the bankruptcy of the Client is filed for or granted, the Client applies for or is granted suspension of payments, the Client's operations are terminated or the Client's business is liquidated.
- 20.8. If RIFF suspends the implementation of the Agreement, it retains its claims under the Agreement and applicable laws and regulations.
- 20.9. If the Agreement is terminated, the claims that RIFF has against Client become immediately due and payable.
- 20.10. If the Agreement is terminated, the Client will still owe invoiced amounts and there will be no obligations to cancel the claim. The Client is only entitled to cancel that part of the Agreement that RIFF has not yet implemented.
- 20.11. The Client is responsible for terminating and/or revoking any authorisations, access codes or Accounts granted by RIFF. The Client is obliged to arrange for the termination and/or revocation or to ask RIFF to do so based on a detailed description of the actions to be undertaken.
- 20.12. Any additional work as referred to in Article 6 that has not yet been invoiced will be charged to the Client on termination of the Agreement. Project hours not used by the Client will not be credited.

Article 21. Amendments

- 21.1. RIFF is entitled to amend these general terms and conditions, or parts thereof, early. RIFF will notify the Client of any changes at least two months in advance.
- 21.2. If an amendment to the general terms and conditions announced by RIFF negatively affects the Client's position, the Client may lodge a substantiated written objection. If there are objections, RIFF may reconsider the amendment and decide to withdraw it entirely or in part.
- 21.3. If RIFF decides to implement the change despite the Client's objection, the Client will be entitled to terminate the Agreement until the date on which the change comes into force at the latest, subject to one month's notice.
- 21.4. If the Client does not object to the proposed change in writing, giving reasons, within one month of RIFF's announcement, the Client will be deemed to have agreed to the change.

- 21.5. RIFF may implement minor changes, changes that are necessary due to amended laws and regulations and changes that are to the Client's advantage, without being required to notify the Client. If it concerns these kinds of changes, the Client will not be entitled to lodge an objection and/or terminate the Agreement.

Article 22. Choice of law and forum

- 22.1. The Agreement is governed exclusively by the laws of the Netherlands.
- 22.2. Any disputes arising from or related to this Agreement will be submitted to the competent court in the court district where RIFF is based.

Article 23. Final provisions

- 23.1. Neither party is permitted to transfer the rights and obligations arising from this Agreement to a third party without the other party's written permission.
- 23.2. Notwithstanding the above, RIFF is entitled to transfer its rights and obligations under the Agreement without requiring permission to a parent, sister or subsidiary company or to a third party that takes over RIFF's Services or the business operations in question. RIFF will notify the Client as soon as possible if a transfer of this kind has taken place.
- 23.3. If one of the provisions in the Agreement is void, voidable or otherwise invalid, this will not affect the validity of the Agreement as a whole. In such a case, the parties will lay down one or more new provisions to replace the original provision, which will reflect the intention of the original provision as much as legally possible.
- 23.4. 'In writing' in the Agreement also includes communications by email, provided the sender's identity and the integrity of the content has been sufficiently established.
- 23.5. RIFF's administration, communications and log files are the guiding principle, subject to proof to the contrary provided by the Client.

Section 2. Online services

The provisions set out in this section apply if RIFF provides online Services, such as hosting, hosting and/or managing downloadable and other content, streaming recordings for the Client as a webinar, hosting and/or managing downloadable and other content for the Client, related Services such as registering domain names and/or if RIFF provides online maintenance and management services.

Article 24. Rules for use

- 24.1. The Client guarantees that the End Users will not use its Services for activities that violate any applicable laws or regulations. In addition, offering or distributing the following Material through the Services is expressly forbidden, regardless of whether it is lawful or not:
 - a) Material that contains malicious content, such as malware or other harmful software;
 - b) Material that infringes third-party rights, such as Intellectual Property Rights, or is indisputably insulting, defamatory, offensive, discriminatory or hateful;
 - c) Material that contains information about or may be helpful in infringing third-party rights, such as hacking tools, or explaining computer crimes designed to induce the reader to engage in criminal conduct or have others engage in criminal conduct, and not to be able defend against it;
 - d) Material that leads to an infringement of the privacy of others, including in any event but not exclusively the dissemination of other people's personal data without any grounds;
 - e) Material that contains hyperlinks, torrents or references to Material or sources of Material that infringe copyrights or other Intellectual Property Rights; or

- f) Material that contains child pornography, bestiality pornography or animations of this pornography or are manifestly intended to help others find Material of this kind.
- 24.2. The Client will refrain from obstructing other RIFF Clients or causing damage to the systems and networks of RIFF or other parties. Launching processes or programmes that the Client knows or ought reasonably suspect will hinder or harm RIFF or others parties is not permitted.
- 24.3. If, in RIFF's opinion, hindrance, damage or any other risk arises for the functioning of RIFF's or a third parties' systems or networks, for instance through the excessive sending of emails, DOS and DDoS attacks, poorly protected systems or malware activities or other harmful software, RIFF is entitled to take all measures that it reasonably considers necessary to avert or prevent this danger.
- 24.4. RIFF may charge the Client for the reasonably necessary costs associated with the measures referred to in the previous paragraph if the harm is caused by or specifically targets the Client's systems.

Article 25. Notice and takedown

- 25.1. If RIFF discovers or a third party draws its attention to the fact that the Client is storing or disseminating unlawful Material using the Services, or the Client is otherwise acting unlawfully or in breach of the Agreement using the Services, RIFF may block access to the Material and/or Services in question, or remove the Material in question, without being required to make a backup. RIFF will make every effort not to affect any other Material in the process and will inform the Client of the measures taken as soon as possible.
- 25.2. RIFF is entitled to hand over the name, address and other identifying information of the Client and/or End Users to a third party that complains that the Client and/or the End User in question is infringing its rights, provided that the applicable statutory requirements and the requirements according to legal precedent are met.
- 25.3. RIFF is always entitled to report any suspected criminal offence it discovers and will cooperate with any authorised orders issued by the courts or government agencies.
- 25.4. RIFF endeavours to act as carefully and appropriately as possible following complaints about the Client and/or End Users, but will not be liable for any damages resulting from the measures taken in accordance with this article.

Article 26. Availability

- 26.1. RIFF will make every effort to ensure that the availability of the Services is uninterrupted, but only gives guarantees in this respect if it has been agreed in the Agreement.
- 26.2. Unless it is agreed in the Agreement, RIFF is not obliged to make backups of the Client's data, or to restore data at the Client's request, for instance if the Client accidentally deletes certain data.

Article 27. Performing management services and maintenance

- 27.1. The Client is always responsible for reporting observed Errors in good time in that which RIFF is required to manage or maintain for the Client under the Agreement.
- 27.2. RIFF will do its utmost to resolve any discovered or reported Errors as soon as possible. Any further agreements reached in this respect may be laid down in a separate service level agreement.

Article 28. Maintenance and updates

- 28.1. Carrying out maintenance work may result in the Services or parts thereof being temporarily unavailable or restricted. If RIFF foresees that certain maintenance will result in full or partial unavailability, RIFF will endeavour to carry out the work at times when the use of the Services or parts thereof is limited.

- 28.2. RIFF will make every effort to notify the Client of scheduled maintenance work at least two working days in advance. Emergency maintenance may, however, be performed at any time, even without notifying the Client in advance.
- 28.3. RIFF is not obliged to provide support for old versions of the software for which updates have already been rolled out.

Article 29. Domain names

- 29.1. At the Client's request and for a fee, RIFF can apply for domain names on the Client's behalf. The application and assignment procedure for domain names is subject to rules and procedures of the registering authority (the registry), such as the Foundation for Internet Domain Registration in the Netherlands for .nl domain names. The authority in question decides whether or not to assign a domain name.
- 29.2. RIFF only has a mediating role in the application procedure. Because third-party rights may be at stake, RIFF cannot guarantee the existence or continuity of registered domain names.
- 29.3. When using a domain name, the Client must observe all laws and regulations and all conditions set by the registering authorities. The general terms and conditions of the registering authority apply, particularly when registering domain names. The Client is fully responsible for the use of the domain name. The Client indemnifies RIFF against all damages related to the use of the domain name by or on behalf of the Client.
- 29.4. If the requested domain name is registered, RIFF will send the Client an email confirming this. The Client can only deduce that the domain name has been successfully registered based on this confirmation email. An invoice for the registration fees does not constitute a confirmation of registration.
- 29.5. The Client agrees that disputes, if applicable, may be settled through the registering authority's dispute resolution policies, such as the Foundation for Internet Domain Registration in the Netherlands' 'Dispute Resolution Policy for .nl Domain Names'.
- 29.6. If a domain name is terminated by the Client itself or because of a domain dispute decision, the Client is not entitled to a replacement domain name or a refund.
- 29.7. The Client will always notify RIFF in writing of any changes regarding the domain holder's information without delay, but in any event within five (5) calendar days.
- 29.8. RIFF is entitled to render the domain name inaccessible or block it, or to place it (or have it placed) in its own name if the Client fails to fulfil its obligations under the Agreement and does not address this failure within fourteen (14) days of RIFF's notice of default.
- 29.9. If the Agreement is terminated or cancelled because the Client is in breach of contract, RIFF will be entitled to terminate the Client's domain names, without being liable in any way for ensuing damages.

Article 30. Lead generation

- 30.1. This article applies to the Agreement if the Client purchases Services whereby RIFF generates leads and Client Data for the Client through the disclosure of downloadable Material.
- 30.2. In compiling the relevant Material, RIFF may use Material and promotional material, such as texts and logos provided by the Client. The Client indemnifies RIFF against all third-party claims related to the contents of the Material made available.
- 30.3. The Client is entirely responsible for the hosted Material and its quality, unless the parties have agreed that RIFF will provide content in the context of the Agreement.
- 30.4. RIFF does not guarantee the number of leads generated during the provision of the service.



Section 3: Privacy and security

The provisions laid down on this section on 'Privacy and security' apply if RIFF processes personal data for the Client.

Article 31. Processing of personal data

- 31.1. Wherever terms are used in this article that correspond to the definitions given in Article 4 of the GDPR, these terms are assigned the meanings given to them in the definitions in the GDPR.
- 31.2. RIFF processes the personal data made available by or through the Client exclusively on behalf of the Client in the context of the implementation of the Agreement and for the purposes determined based on further agreement laid down in writing and acting in accordance with the GDPR.
- 31.3. The processing relates to the processing purposes stipulated by the Client for the categories of personal data and data subjects as laid down in the Main Agreement.
- 31.4. RIFF will endeavour to take adequate technical and organisational security measures to protect the personal data processed while serving the Client against loss or any form of unlawful processing.
- 31.5. RIFF uses anonymised data for analytical and statistical purposes to improve its own services. RIFF will only carry out other processing based on the Client's written instructions and in agreement with these instructions. RIFF will not process personal data for its own purposes.
- 31.6. RIFF will notify the Client if, in its view, the instructions are contrary to the applicable legislation on the processing of personal data or are otherwise unreasonable.
- 31.7. If it is reasonably within its control, RIFF will assist the Client in fulfilling its legal obligations. This concerns providing assistance in fulfilling its obligations under Articles 32 to 36 of the GDPR, such as providing assistance in carrying out a data protection impact assessment (DPIA) and prior consultation if it concerns high-risk processing. RIFF may charge the Client for the costs incurred for this.

Article 32. Obligations regarding processing

- 32.1. On the discovery of a Data Breach, RIFF will inform the Client of this without undue delay. In the process, RIFF will take reasonable measures to limit the consequences of the Data Breach and to prevent future Data Breaches. The notification given to the Client, to the extent it is known at that time, will in any event include the following:
 - the nature of the Data Breach;
 - the established and anticipated consequences of the Data Breach;
 - which categories of personal data have been affected by the Data Breach;
 - whether and how the affected personal data was protected;
 - the measures, including proposed measures, to limit the consequences of the Data Breach or to prevent further Data Breaches;
 - the data subject categories;
 - the estimated or actual number of data subjects involved; and
 - differing contact details, if applicable, for following up on the report.The notification will be sent to the contact person known to RIFF.
- 32.2. If a data subject submits a request to RIFF to exercise their legal rights under Chapter III of the GDPR, RIFF will forward the request to the Client and inform the data subject of this accordingly. The Client will then deal with the request independently.
- 32.3. If a data subject submits a request to the Client to exercise one of his/her legal rights, the RIFF will, if the

Client so requires, cooperate to the extent possible and reasonable. RIFF may charge the Client for the reasonable costs of this.

- 32.4. RIFF will impose on the Sub-Processors it engages corresponding obligations as agreed between the Client and RIFF in this section.
- 32.5. RIFF may process personal data in countries within and outside the European Economic Area, subject to Chapter V of the GDPR and with the Client's prior permission.
- 32.6. If the Client explicitly so requests, RIFF will notify the Client about the third country or third countries that the personal data is transferred to, unless a provision of Union or Member State law applicable to RIFF obliges it to process the data. In that case, RIFF will inform the Client of that legal requirement prior to processing, unless that legislation prohibits this notification for compelling reasons of general interest.

Article 33. Audit

- 33.1. The Client is entitled to check that RIFF is fulfilling its obligations under this section. The Client may have this checked by an independent third party bound by confidentiality once a year at most, if there is a reasonable and well-founded suspicion that this section is being violated. If an independent third-party audit has already been carried out in the course of a year, it will suffice – contrary to the provisions of this paragraph – to provide access to the relevant parts of the report if a similar audit is requested again within the same year.
- 33.2. RIFF and the Client will decide jointly about the date, the time and the scope of the audit. The audit and its results will be designated as Confidential Information.
- 33.3. The Client will bear the costs of the audit described in this article, unless and insofar as this audit shows that RIFF has failed significantly and imputably in its obligations under this section. In that case, RIFF will bear the costs of the audit.