



Terms & Conditions uBUTLER

Article 1 - Definitions

In the Terms & Conditions, the following words, written with a capital whether they are used in singular or plural, the meanings set forth below, unless the contrary appears from the context:

- a. **Subscription:** the accordance between the Service Provider and Consumer, based on which the Consumer may make use of the services offered by Service Provider;
- b. **Terms and Conditions:** these terms and conditions;
- c. **Application:** the application of Service Provider;
- d. **Business partner:** the business party that enters into the Service Agreement, in the case of purchase through employer, which seeks to provide the Subscription;
- e. **Consumer:** the natural person who uses the Service of Service Provider.
- f. **Days:** calendar days;
- g. **Service:** providing and arranging products, services and providing information that Service Provider performs on request of Consumer;
- h. **Service Provider:** uBUTLER BV, based in Amsterdam and is registered in the Commercial Register under number 65327144;
- i. **Service Provider Content:** Content from the Services owned or licensed by Service Provider;
- j. **Agreement:** the agreement between Consumer or Business Partner and Service Provider;
- k. **Privacy Policy:** Service Provider's privacy policy;
- l. **Request:** rapprochement of the Consumer towards Service Provider, in which the Consumer indicates to want to make use of the Services.

Article 2 - Applicability Conditions

1. The Terms and Conditions govern the Service. Terms and Conditions that are possibly used by the Consumer, are explicitly rejected by the Service Provider and is not applicable between the Service Provider and Consumer;
2. The Terms and Conditions will continue to apply in the case Service Provider adjusts its business, website or App unless the Terms and Conditions are changed or new Terms and Conditions are composed;
3. Service Provider reserves the right to unilaterally change the Terms and Conditions.

Article 3 - Accounts and Registration

1. The Consumer must create an account by registering via the Application or Website. Service Provider may deny the registration or cancel the registration, for example after detection of irregularities. It is not permitted to request or manage more than one account per Consumer;
2. The Consumer declares that all information he has provided or provided when creating an account is correct, accurate, complete and current. The Consumer is obliged to update his account information to maintain accuracy. Service provider may request further information from the Consumer to establish his or her identity;
3. The Service Provider will immediately alert Consumer upon a presumption that log-in data has been unlawfully known by a third party or whether there are other irregularities;
4. The Consumer is responsible for all activities that occur under his account. The Consumer will not sell, transfer or lend his account, username or other account-related rights.

Article 4 - Basic requirements

1. The data costs incurred by using the Service are accounted for Consumer;
2. Service Provider prohibits crawling, scraping, caching, or gaining access at the Service otherwise by any automated means, unless as a result of the default search protocols or technologies by a search engine with the express permission of Service Provider.

Article 5 - Subscription

Subscription starts and ends on the days listed in the Agreement.

Article 6 - Payment

1. Payments for the purposes of the implementation of Services can be done via iDeal, creditcard or uCREDIT. Unless otherwise agreed, payments are to be paid immediately;
2. Charged uCREDIT cannot be converted prematurely to currency or scriptural money. Only in the event of the expiration or termination of the Subscription uBUTLER uCREDIT will be deposited into the bank account of Consumer;
3. In case the Consumer's claim does not comply, all costs incurred for the collection of the receivables of Service Provider will be recovered from Consumer. Any malfunction in the payment transactions are for Consumer's account.
4. In case the Consumer does not fulfill its payment obligations, Service Provider has the right to cancel the account of the Consumer. The cancellation of the account does not nullify the claim of Service Provider on Consumer;
5. Service Provider reserves the right to respond to a request from its payment partners, to verify anybody's identity, whereby details can be requested from Consumer.

Article 7 - Implementation Services

1. Service Provider does not perform services of which are in conflict with law or morality. The Service Provider does the assessment of whether a Service is conflict with law or morality. The Service Provider does not execute services for which an age limit is requested if the age of the Consumer does not meet this limit. To verify the identity or age of the Consumer, Service Provider reserves the right to suspend the Services until the identity is established;
2. Service is subject to any changes that may be made by a third party in respect of, among others - but not limited - the price, quantity or availability of services and or products. The fee changes will be borne by the Consumer;
3. The Consumer is obliged to provide all relevant information for the implementation of the Service and to cooperate in the implementation of the Service. In the case of incorrect or incomplete information or lack of cooperation the Service Provider may suspend without any liability for consequential damages or costs. The costs already made, are borne by the Consumer;
4. In the case of a change or cancellation of a Service that is already being executed or has been executed, the Consumer shall bear the cost for the modification or cancellation;
5. Service Provider reserves the right to refuse services after detection of irregularities.
6. If the Service is used pursuant to a shipment of a package, Service Provider retains the right to refuse service in case the content or distribution of that package:
 - a. is contrary to a statutory provision;
 - b. infringes on the rights of third parties;
 - c. involves danger to personnel or the recipient in the transmission;
 - d. includes topics that go against morality or may be offensive, objectionable or harmful to others or immoral;
 - e. includes topics whereof the contents are untruthful, deceptive or false;
 - f. includes topics that are inappropriate in any other way to be included in the shipment;
 - g. does not meet the provisions of the Terms and Conditions or other agreed requirements;
 - h. cannot be required because of other substantial reasons.

Article 8 - Disclaimer of Warranties

1. To the extent permitted by law, Service Provider makes no warranty or endorsement of any kind, express or implied, with respect to: the Service, the Service Content, or security associated with the transmission of information to the Service Provider or the Service. Moreover Service Provider hereby disclaims all express and implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, ownership, customization, commerce, quiet enjoyment, system integration and absence of computer viruses;
2. Service Provider does not guarantee that the Service will be uninterrupted or error-free, that defects will be corrected or that the Service or the server that supports the Service, is free of harmful components, including, but not limited to viruses. The Service Provider does not state and guarantee that the information, including instructions of the Service are accurate, complete or useful;
3. It is the intent of Service that the Service is available whenever possible, however, there are moments that the Service will be interrupted for maintenance or upgrades, emergency repairs or failed connections of telecommunications equipment.

Article 9 - Privacy

Service processes the personal data of the Consumer according to the Privacy Policy.

Article 10 – Exercising rights

1. Performing services does not result in an agreement between the Service Provider and the Consumer. By submitting a request, the Consumer gives mandate to the Service Provider to carry out legal acts on his behalf. When a request doesn't require a legal act, there is authorization ('machtiging') under Dutch law.
2. Any rights established on Consumer when purchasing a product or service under Dutch civil law of a third party, can only be exercised against the third party;
3. Any costs incurred in the exercise of the rights where the Service Provider supports shall be borne by the Consumer.

Article 11 - Intellectual Property

1. Service Provider grants the Consumer a non-transferable license to use the Service;
2. It is not allowed to modify the source code of the Service, create derivative works from it, decompile or otherwise obtain, except as expressly permitted in an open-source license, or when we have given the Consumer express written permission. Any attempt to do so is a violation of the rights of Service Provider.
3. The Service contains content that is owned or licensed by the Service Provider. Service Provider Content is protected by intellectual property rights such as copyrights and trademarks. Service Provider owns and retains all rights in respect of the content provider. It is prohibited to remove any notice of copyright, trademark or other intellectual property contained in the Service Provider or Content, to adjust or to conceal. Nor is it permitted to reproduce Service Provider Content, modify, adapt, perform, display, publish, distribute, transmit, broadcast, sell, grant license or any other way whatsoever, nor create derivative works.
4. The name and logo are trademarks of the Service Provider, and may not be fully or partially copied, imitated or used without prior written consent of Service Provider. Addition, all headers, custom graphics, button icons, scripts and service marks, trademarks and / or logos of the Service Provider without the prior written consent of Service Provider may not be copied, imitated or used.

Article 12 - Third Parties

The Service or communications that the Consumer receives from Service Provider may contain links to (mobile) applications, web sites or third-party features. The Service Provider may also include the

content of third parties that Service Provider does not endorse or recommend. Service Provider doesn't check web services or other content of such third parties. The Consumer expressly acknowledges and agrees that the Service Provider is responsible or liable for such third-party services or functions under any circumstances. Service Provider recommends the Consumer to read the Terms and Conditions and Privacy Policies of these third parties.

Article 13 - Liability

Except for gross negligence or intent Service Provider is not liable for any damage resulting from the Services or the Subscription.

Article 14 - Force Majeure

1. Service Provider is not obliged to fulfill any obligation if it is being hampered due to a circumstance that is not her fault and not under the law, a legal act or that is generally accepted to be for its account;
2. In the case of force majeure, the Service Provider reserves the right to suspend or terminate the execution of the request. In the event of termination due to force majeure the amount paid by the Consumer will be refunded. In case of payment through uCREDIT, the Consumer will receive the same amount uCREDIT back on his account.

Article 15 - Territorial restrictions

1. The information provided within the Service is not intended for distribution to or use by persons or entities in any jurisdiction or country where such distribution would be of use contrary to law or regulation or where the requirement is that Service registers in the relevant jurisdiction or country. Service Provider can limit access to parts of the Service, or any supplement thereto or extensions thereof, at any time to certain persons, geographical regions or jurisdictions;
2. It is forbidden to download, export or re-export the Service's software:
 - a. To any country, or citizen or resident thereof, against which the European Union has a trade embargo; or
 - b. To persons on the list of Specially Designated Nationals of the US Treasury or the Tablet of Deny Orders of the US Department of Commerce or similar list of the European Union;
3. Through download the software of the Service, Consumer declares and guarantees that Consumer is not a citizen or resident of any such country and not on any such list.

Article 16 - Governing law and jurisdiction

1. These Terms and Conditions and any non-contractual rights and obligations resulting therefrom shall be governed by Dutch law in all respects;
2. All disputes between the Consumer and Service Provider, which may arise from the Terms and Conditions or of agreements resulting therefrom shall in the first instance be settled by the competent judge of Rechtbank Amsterdam;
3. Where applicable, the application of the CISG is excluded.

Article 17 - Contact

In case Consumer has any questions on the Terms and Conditions or has a complaint regarding the Service of Services Provider, there may be contacted by sending an email to service@ubutler.nl.