

General terms and conditions - version 260601

1 Applicability

- 1.1 Viking Bookings is a subdivision/working name of VIKING Bookings B.V. Hereafter reference will be made to Viking Bookings.
- 1.2 These General Terms and Conditions (“Terms”) apply to all offers made by Viking Bookings, all work and services executed by Viking Bookings, and all agreements with Viking Bookings.
- 1.3 Derogation from these Terms is only possible if agreed in writing between Viking Bookings and the Client.
- 1.4 The applicability of any terms applied by the Client is hereby expressly rejected.

2 Definitions / Scope

- 2.1 In these Terms, the following definitions apply:
 - a. **Viking Bookings:** the private company with limited liability “VIKING Bookings B.V.”, established in (2586 VV) The Hague at Zandvoortstraat 59;
 - b. **Client:** the natural person or legal entity who concludes an Agreement with Viking Bookings;
 - c. **User:** the third party who makes use of the Software through the Website of the Client or through Viking Bookings;
 - d. **Website:** the website of the Client in which the Software will be installed;
 - e. **Agreement:** the agreement between Viking Bookings and the Client concerning the provision of the Service;
 - f. **Service:** the provision of a user license for the Software for event planning, belonging under intellectual property law to Viking Bookings, as well as the provision of supporting services associated thereto;
 - g. **Software:** the online application for event and meeting locations, for the purpose of the management and planning of events, as well as the planning module for planning events by third parties.
- 2.2 The nullity or voidability of one or more provisions of these Terms shall not affect the validity of the other provisions. The Parties shall enter into consultation in order to agree new provisions to replace the invalid provisions, taking into account the purpose and meaning of the original provisions as far as possible.
- 2.3 These Terms are made available on the Website, where they are stored for downloading and printing. The most recently filed version shall always apply.
- 2.4 Viking Bookings retains the right to unilaterally amend these Terms. If the Client does not agree to such amendment, the Client has the right to terminate the Agreement in writing with effect from the date on which the amendment comes into effect.

3 Coming into effect of the agreement

- 3.1 Any offer made by Viking Bookings is always without obligation. Any offer can be withdrawn by Viking Bookings within five (5) calendar days after acceptance by the Client.

- 3.2 The Agreement shall come into effect upon receipt by Viking Bookings of the offer signed by the Client, except where Viking Bookings has already commenced performance of the Agreement and this is apparent, or should be apparent, to the Client.
- 3.3 Technical data, implementation details and functionality stated on the Viking Bookings website, as well as in offers and/or tenders, are not binding, in the sense that minor deviations shall not entitle the Client to terminate or annul the Agreement, or to suspend its payment obligations.

4 Price and payment

4.1 Pricing and currency

- All prices are in Euros and exclude VAT, transport costs and other charges such as import duties or levies (unless stated otherwise).
- Viking Bookings is not obliged to continue with an Agreement at a price that is clearly based on a clerical or typographical error.
- If payment is agreed in a foreign currency, Viking Bookings shall be entitled to adjust the amounts if, after conclusion of the Agreement, the exchange rate changes to its disadvantage

4.2 Rate adjustments

- Viking Bookings may adjust rates once per year based on the Consumer Price Index as published by Statistics Netherlands (CBS).
- Viking Bookings may also change its rates if there are unforeseen cost-determining factors that reasonably justify such changes.
- In addition, Viking Bookings may implement a rate adjustment once every six months, provided the new rates are communicated to the Client at least one (1) month in advance. In such case, the Client shall have the right to terminate the Agreement with effect from the date on which the new rates apply.

4.3 Invoicing and refunds

- For the purpose of calculating turnover on which fees are based, the Client's turnover shall be deemed to include all amounts charged to Users through the Software, including any applicable VAT, sales tax or similar taxes. Viking Bookings does not provide functionality to exclude such taxes from the turnover calculation.
- Viking Bookings invoices in advance on a subscription basis (annually), or retrospectively based on a percentage of turnover (monthly).
- If invoicing is based on turnover, the minimum annual purchase amounts to EUR 300.
- If invoicing is based on turnover, a minimum of EUR 1 per booking is charged.
- If the Client has refunded a booking to an User, the Client may report this refund to Viking Bookings within one (1) month after the refund date by e-mail, including the booking number, refunded amount, and the name of the User. Viking Bookings will then deduct the corresponding commission from the next invoice.

- A maximum of three (3) refunds per month can be processed in this way. If the Client requires processing of more refunds, Viking Bookings advises switching to an annual subscription model.

4.4 Payment terms and consequences of default

- Payments must be made in Euros.
- For Clients established within the European Union, payments are billed via SEPA (requiring a European bank account). In special cases, Viking Bookings allows payment via PayPal, iDeal or bank transfer, in which case EUR 15 in additional administration fees are charged per invoicing cycle.
- If a Client's account has been deactivated (for example due to non-payment or at the Client's own request) and the Client requests reactivation, Viking Bookings will charge EUR 150.
- Payment terms are fourteen (14) days, unless otherwise agreed in writing.
- If there is doubt about the Client's ability to meet its obligations, or if the Client is already in default, Viking Bookings shall be entitled to suspend performance of the Agreement with immediate effect, or to terminate the Agreement.
- If invoices are not paid within the agreed term, the Client shall be in default by operation of law and Viking Bookings shall be entitled to increase the outstanding amount with statutory commercial interest under Dutch law.
- If Viking Bookings must refer a debt for collection, it shall be entitled to charge collection costs equal to 15% of the outstanding invoice amount, with a minimum of ,€" 40,-, in accordance with the Dutch Extrajudicial Collection Costs (Standards) Act or any successor legislation.
- The Client has no right to setoff.
- Payments made by the Client shall first cover all interest and costs due, and thereafter the longest outstanding invoices, even if the Client indicates otherwise.

5 User license for software

- 5.1 Viking Bookings grants the Client a license to use the Software and provides the agreed upon user documentation, for the duration of the Agreement.
- 5.2 If the Software has not received any paid bookings for the Client for more than eight (8) consecutive months, Viking Bookings shall be entitled to take the Software offline.
- 5.3 The right of use is non-exclusive, non-transferable under Section 83(2) Book 3 of the Dutch Civil Code, and cannot be pledged or sublicensed. The Client may not provide third parties access to the Software in any manner.
- 5.4 Source code and/or technical documentation do not fall under the user documentation.
- 5.5 Viking Bookings is entitled to take technical measures to prevent unlawful use. The Client is not permitted to remove or disable such measures.
- 5.6 The Client must cooperate with any inspection set up by Viking Bookings concerning compliance with use restrictions. Viking Bookings shall treat confidential information obtained during such inspection with strict confidentiality.

6 Commencement of service and acceptance

- 6.1 Viking Bookings shall install the Software within a reasonable period after entering into the Agreement and make it ready for use by the Client
- 6.2 The Client must promptly ensure the facilities required for installation and operation
- 6.3 The Client must, within fourteen (14) days of installation, test whether the Software meets the specifications provided by Viking Bookings. The Software shall be deemed accepted if
 - a. the Client fails to report complaints within the test period
 - b. reported complaints within the test period are remedied; o
 - c. the Client takes the Software into use
- 6.4 The same acceptance procedure applies to any updates, upgrades or new versions. If the Client fails to report issues within fourteen (14) days after an update, or uses the updated Software, the update shall be deemed accepted.

7 Availability, updates and maintenance

- 7.1 Viking Bookings shall endeavour to keep the Software available without interruptions, but does not guarantee uninterrupted availability unless agreed otherwise in writing.
- 7.2 Viking Bookings may carry out modifications, improvements or maintenance causing temporary interruptions. These will, where possible, be announced at least twelve (12) hours in advance and scheduled to minimise disruption.
- 7.3 Viking Bookings is entitled to periodically modify, improve or provide new versions of the Software. The Client may only use the most recent version and has no right to continue using older versions.
- 7.4 Viking Bookings shall endeavour to achieve 99% monthly uptime, excluding planned maintenance, force majeure, and outages caused by third-party providers (including but not limited to hosting, internet, DNS or e-mail providers). This is a best-efforts obligation and not a guarantee.
- 7.5 Viking Bookings provides a knowledge base and helpdesk. If the knowledge base and helpdesk do not provide an answer, the question can be submitted by e-mail. Viking Bookings endeavors to answer questions within a reasonable period of time.
- 7.6 The Software and Services are provided “as is” and “as available.” Viking Bookings expressly disclaims all warranties, whether express, implied or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No advice or information, whether oral or written, obtained by the Client shall create any warranty not expressly stated in these Terms.

8. Viking Pay

- 8.1 The Software includes the integrated payment functionality Viking Pay. The Client is required to use Viking Pay after successfully completing the Know Your Customer procedure, as far as the Client is located in a Viking Pay service area.
- 8.2 Viking Bookings enters into a separate agreement with the Client regarding the use of Viking Pay, to which the Viking Pay Terms and Conditions are attached.

9 Back-up and security

- 9.1 Viking Bookings voluntarily makes a daily back-up of data processed in the Software but does not guarantee availability of such back-ups.
- 9.2 Viking Bookings uses SSL certificates to secure data transfers.
- 9.3 All data entered into the Software by the Client and its Users remains the property of the Client. The Software provides export functionalities that allow the Client to download core business data, including participant, booking and payment information, at any time during the Agreement. Certain system data, such as planning structures or internal configurations, form part of the proprietary Software and are not subject to export. Upon termination of the Agreement, the Client is responsible for exporting and securing its data before access is disabled. Viking Bookings is not obliged to provide additional exports after termination, unless otherwise expressly agreed in writing.
- 9.4 The Client is responsible for the security of its own systems, including safeguarding login credentials, enforcing strong and unique passwords, limiting admin roles, revoking unused accounts, and assigning appropriate user permissions. The Client is further responsible for the security of its devices, networks, and internet connections used to access the Software. Viking Bookings shall not be liable for any security breaches, data loss or unauthorized access resulting from deficiencies or negligence in the Client's own IT environment.

10 Personal data and cookies

- 10.1 If the Client or User enters personal data into the Software, Client and Viking Bookings shall have responsibilities under applicable data protection laws.
- 10.2 For Clients in the European Union, the General Data Protection Regulation ("GDPR") applies. For Clients in the United States, Viking Bookings shall comply with applicable state privacy laws, including but not limited to the California Consumer Privacy Act as amended by the California Privacy Rights Act ("CCPA/CPRA"). For Clients in Canada, Viking Bookings shall comply with the Personal Information Protection and Electronic Documents Act ("PIPEDA").
- 10.3 Viking Bookings shall ensure an appropriate security level, limited to systems under its control. This does not release the Client from its own obligations under applicable privacy laws.
- 10.4 The Software may use cookies. The Client must inform its Users and obtain necessary consent.
- 10.5 Viking Bookings has drawn up Conditions of Use. The Client must apply these unless using a modified version approved in writing by Viking Bookings.
- 10.6 The Client must draw up a privacy statement and declare it applicable to its clients.
- 10.7 The Client agrees with Viking Bookings' privacy statement, available at <https://www.vikingbookings.com/privacy-statement/> and upon request via info@vikingbookings.com.
- 10.8 The Client agrees with the processor agreement attached as an appendix to these Terms.

11 Liability

- 11.1 Viking Bookings' total liability for attributable failure or on any legal basis, including failure of guaranteed obligations, is limited to direct damages, not exceeding the amount of the price stipulated for this Agreement (excluding VAT). If the Agreement is mainly a continuing performance contract with a term of more than one year, the maximum liability will be set at the total of the payments (excluding VAT) stipulated for one year.
- 11.2 Neither Party is obliged to perform obligations if prevented by force majeure, including but not limited to:
- a. force majeure of suppliers;
 - b. subcontractor failures prescribed by the Client;
 - c. defects of third-party goods/software prescribed by the Client
 - d. government measures;
 - e. power outages;
 - f. internet or telecom failures;
 - g. strikes;
 - h. transport issues.
- If force majeure continues over sixty (60) days, either party may terminate the agreement in writing.
- 11.3 Claims must be reported in writing as soon as possible and lapse after six (6) months unless legal action is initiated earlier.
- 11.4 The Client indemnifies Viking Bookings against all third-party claims arising from performance of the Agreement.
- 11.5 Viking Bookings shall not be liable for indirect or consequential damages, including loss of profit, turnover, savings, goodwill, reputation, or data. For the avoidance of doubt, loss or corruption of data shall be considered indirect damage, unless caused by gross negligence or willful misconduct of Viking Bookings.
- 11.6 The Client's sole and exclusive remedy for any failure of the Software or Services shall be, at Viking Bookings' discretion, (i) repair or replacement of the Software or Service, or (ii) a refund of the fees paid by the Client for the period in which the failure occurred.

12 Indemnity

- 12.1 The Client indemnifies Viking Bookings against liability claims made by third parties, including the Client's own clients, arising from use of the Software.
- 12.2 Viking Bookings indemnifies the Client against third-party intellectual property rights infringement claims relating to the Software, provided Viking Bookings is given full authority to defend itself. This indemnity shall only apply if Viking Bookings, upon the first request to the Client, acquires the full power of representation to defend itself against the alleged liability in and out of court.

13 Intellectual property

- 13.1 All intellectual property rights in the Software and preparatory materials are vested in Viking Bookings or its licensors. The Client only acquires a right of use and may not reproduce, copy or otherwise exploit the Software except as licensed.
- 13.2. The Client shall respect Viking Bookings' intellectual property and refrain from enabling third-party infringements.

- 13.3 Any modifications, custom developments or adaptations of the Software made by Viking Bookings for the Client remain the intellectual property of Viking Bookings and are considered part of the Software, unless agreed otherwise in writing. Customisations are provided “as is” and may be included in future releases for all Clients.
- 13.4 The Client shall not use, export or re-export the Software or Services in violation of any applicable export laws or regulations of the European Union, the United States, Canada, or any other relevant jurisdiction, including restrictions on use in sanctioned countries or by restricted parties.
- 13.5 In case of infringement of paragraph 1, 2 and 4, the Client owes a penalty of EUR 10,000 plus EUR 1,000 for each day the infringement continues, without prejudice to Viking Bookings’ right to damages or specific performance.

14 End of the agreement

- 14.1 The Agreement is entered into for an initial term depending on the chosen subscription:
(a) for turnover-based subscriptions, the Agreement is entered into for one (1) month;
(b) for annual fixed-fee subscriptions, the Agreement is entered into for one (1) year. Unless otherwise agreed in writing, the Agreement shall automatically renew in accordance with Article 13.2.
- 14.2 Upon expiry of the initial term, the Agreement shall be tacitly renewed for successive periods equal to the initial term (i.e. one (1) month for turnover-based subscriptions, or one (1) year for annual subscriptions), unless the Client terminates the Agreement in writing with at least one (1) months’ notice before the end of the current term.
- 14.3 Termination must be in writing by mail or e-mail (info@vikingbookings.com).
- 14.4 Upon termination, the Client’s rights to use the Software end immediately and access shall be denied.
- 14.5 Any outstanding payment obligations of the Client are unconditional and survive termination.

15 Applicable law and jurisdiction

- 15.1 For Clients established in the European Union or elsewhere outside North America, these Terms are governed exclusively by Dutch law. Disputes shall be submitted to the competent court in The Hague, The Netherlands.
- 15.2 For Clients established in the United States, these Terms are governed exclusively by the laws of the State of Delaware, without regard to conflict of law provisions. Any dispute shall be finally settled by binding arbitration under the Rules of the American Arbitration Association (AAA), with the seat of arbitration in New York, NY. Both Parties waive any right to a jury trial.
- 15.2.1 Any arbitration shall be conducted solely on an individual basis, and neither Party shall bring or participate in any class, collective or representative action against the other. The Parties expressly waive any right to participate in a class action or similar representative proceeding.
- 15.3 For Clients established in Canada, these Terms are governed exclusively by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any dispute shall be resolved by arbitration seated in Toronto, Ontario, under the rules of the ADR Institute of Canada.

15.4 Nothing in this Article shall prevent Viking Bookings from seeking injunctive relief in any jurisdiction to protect its intellectual property or confidential information.

16 Language and communication

16.1 All communication, documentation and customer support relating to the Agreement and the Services shall be provided in English only, unless Viking Bookings expressly agrees otherwise in writing.

16.2 These Terms are provided in both English and Dutch. In case of any discrepancy or conflict between the two versions, the English version shall prevail.