

1. Definitions

In these Terms and Conditions, the following definitions apply:

- a. **Informer Invoicing B.V.:** Informer Invoicing B.V., established in the Netherlands, Chamber of Commerce number 98726668.
- b. **User:** The counterparty of Informer Invoicing that uses the Service on the basis of an Agreement.
- c. **Service:** The applications offered by Informer Invoicing to the User as Software-as-a-Service (SaaS), as further specified in the User Agreement.
- d. **User Agreement:** The agreement in which the use of the Service by the User is recorded, including fees and the applicable conditions.
- e. **Auditfile:** A data file in accordance with the standard format of the Dutch Tax Authorities, containing the User's account data.
- f. **SLA:** The service level agreement containing arrangements regarding maintenance and support in connection with the use of the Service..

2. Applicability

- 2.1. These Terms and Conditions apply to all User Agreements and other legal relationships between Informer Invoicing and the User. A User Agreement is entered into when the User creates an account for the Service by entering its personal data and creating a password.
- 2.2. General (purchase) conditions of the User and/or any third parties do not apply to the User Agreement.
- 2.3. The agreement between the parties for the use of the Service consists of a User Agreement, these Terms and Conditions, a data processing agreement and an SLA. In the event of a conflict between provisions in different documents, the following order of precedence applies:
 - 2.3.1. the data processing agreement (insofar as it concerns the processing of personal data);
 - 2.3.2. the User Agreement;
 - 2.3.3. the service level agreement (SLA);
 - 2.3.4. these Terms and Conditions.
- 2.4. Informer Invoicing may amend these Terms and Conditions. Amendments also apply to existing agreements. Informer Invoicing will inform the User at least four (4) weeks before the amendments take effect. The User may terminate the User Agreement within that period. Continued use of the Service after the amendments take effect constitutes acceptance.
- 2.5. If any provision of these Terms and Conditions is annulled or found to be invalid or unenforceable, the remaining provisions remain fully in force. In that case, the parties will agree on a replacement provision that corresponds as closely as possible to the purpose and intent of the original provision.

3. Use of Service

- 3.1. During the term of the User Agreement, the User is granted access to the Service via an account. The User may use the Service exclusively within its own organisation and for its own business purposes.
- 3.2. The User may, under its own responsibility, grant employees within its organisation as well as external third parties access to the Service, provided that they act exclusively for the User's internal purposes. The User remains fully responsible for the use of the Service by such persons.
- 3.3. The User is obliged to manage its login details with due care. Login details are not transferable. Actions performed via the User's account or by persons to whom the User has granted access are attributed to the User, unless the User demonstrates that unauthorised use occurred without fault on its part.
- 3.4. The User is not permitted to:
 - 3.4.1. use the Service in a manner that is contrary to the law, these Terms and Conditions or the User Agreement;
 - 3.4.2. make the Service available to third parties, sell, rent or otherwise commercially exploit the Service, in whole or in part, without the prior written consent of Informer Invoicing;
 - 3.4.3. circumvent security measures or intentionally disrupt the operation of the Service.
- 3.5. Informer Invoicing may temporarily restrict or suspend access to the Service if this is necessary for maintenance or security purposes, or if the User acts in breach of the User Agreement or these Terms and Conditions.

4. Obligations of Informer Invoicing and the User

- 4.1. Informer Invoicing uses reasonable efforts to keep the Service available, secure and free of errors, but does not guarantee that the Service will always function without interruption or malfunction. The availability of the Service is further regulated in the SLA.
- 4.2. Informer Invoicing ensures that it holds the licences for the software required to provide the Service.
- 4.3. The User is responsible for the systems, internet connection and licences required for the use of the Service, unless expressly agreed otherwise in writing.
- 4.4. The User shall use the Service with due care and in accordance with the law, the User Agreement and these Terms and Conditions.
- 4.5. The User may export an Auditfile via the Service as long as its account data is available. The User is responsible for requesting and storing Auditfiles. Informer Invoicing is not responsible for retaining Auditfiles after deletion of the account data.
- 4.6. The User is obliged to provide up-to-date and accurate contact details and to update them in a timely manner in the Service. Informer Invoicing communicates via the last known email address of the User.

5. Fees and Payment

- 5.1. For the use of the Service, the User owes the fee agreed in the User Agreement.
- 5.2. Payment is made monthly in advance by direct debit, unless expressly agreed otherwise in writing. The direct debit is executed in the first week of the relevant payment period.
- 5.3. If a direct debit fails or is wrongfully reversed, the User is immediately in default. Informer Invoicing will send a payment reminder to the email address known to Informer Invoicing. The User must pay the amount stated therein by bank transfer. In the event of a failed or wrongfully reversed direct debit, Informer Invoicing is immediately entitled to:
 - 5.3.1. suspend access to the Service until payment has been received; and
 - 5.3.2. charge reasonable administration costs and/or reversal costs, which will be included in the payment reminder or charged with the next direct debit.
- 5.4. If the User has not fulfilled its payment obligation after expiry of the period stated in the payment reminder, Informer Invoicing is, without prejudice to any other rights it may have, entitled to:
 - 5.4.1. terminate the User Agreement with immediate effect; and
 - 5.4.2. charge, in addition to the outstanding principal amount and any administration or reversal costs, the statutory collection costs in accordance with the scale set out in the Decree on Compensation for Extrajudicial Collection Costs.
- 5.5. Informer Invoicing may periodically adjust its applicable fees. Fee changes will be communicated to the User no later than six (6) weeks before the effective date. The User may terminate the User Agreement free of charge before the effective date of the new fee. Continued use of the Service after that date constitutes acceptance of the new fee.
- 5.6. Set-off or suspension of payment by the User is not permitted, unless mandatory statutory law provides otherwise.

6. Liability

- 6.1. Informer Invoicing is only liable for direct damage resulting from an attributable failure to perform its obligations under the User Agreement. The total liability of Informer Invoicing is limited to the amount paid by the User to Informer Invoicing in the twelve (12) months preceding the event giving rise to the damage, with an absolute maximum of the annual fee payable under the User Agreement.
- 6.2. Direct damage exclusively means:
 - 6.2.1. reasonable costs incurred to establish and remedy the failure;
 - 6.2.2. reasonable costs incurred to obtain performance;
 - 6.2.3. reasonable costs incurred to prevent or limit damage, insofar as such costs relate to direct damage as defined above.
- 6.3. Informer Invoicing is not liable for indirect damage, including loss of profit, loss of data, diminished goodwill or damage due to business interruption.
- 6.4. Informer Invoicing is not liable in the event of force majeure. Force majeure includes, but is not limited to, network failures, cyberattacks, power outages, government measures and other circumstances beyond the reasonable control of Informer Invoicing.
- 6.5. The limitations of liability set out in this article do not apply in the event of intent or wilful recklessness on the part of Informer Invoicing.

7. Term and Termination

- 7.1. The User Agreement is entered into for an indefinite period and may be terminated by either party at any time, subject to a notice period of one (1) month.
- 7.2. In the event of bankruptcy, suspension of payments or liquidation of either party, the other party is entitled to terminate the User Agreement with immediate effect.
- 7.3. Informer Invoicing may terminate the User Agreement with immediate effect if the User materially fails to comply with its obligations, including, but not limited to, failure to make payment. In that case, Informer Invoicing will warn the User at least once via the last known email address, as further explained in Article 5.3.
- 7.4. The User is responsible for exporting or otherwise securing its data before the termination date. After termination of the User Agreement, Informer Invoicing will retain the User's account data for a maximum of six (6) months, solely for the purpose of the User's statutory retention obligations, unless the User deletes the account data earlier. After deletion of the account data or expiry of the retention period, the data is no longer accessible, including for recovery purposes. The User may export its account data in the form of an Auditfile during the term of the User Agreement and at the latest until the moment of deletion.
- 7.5. If the User itself chooses to delete any or all data via the Service, Informer Invoicing is not liable for the loss of such data.
- 7.6. Upon termination of the User Agreement, for whatever reason, the User is not entitled to a refund of amounts already paid, unless expressly agreed otherwise.

8. Confidentiality and Data Processing

- 8.1. The parties shall keep confidential all information obtained from each other in the context of the performance of the User Agreement that is, or reasonably should be, understood to be confidential. This obligation remains in force after termination of the User Agreement. After termination, the parties will no longer use and will delete the confidential information exchanged between them, except as set out in Article 7.4.
- 8.2. Informer Invoicing processes personal data in accordance with applicable privacy legislation, including the General Data Protection Regulation (GDPR).
- 8.3. All data entered or stored by the User via the Service remains the property of the User. The User grants Informer Invoicing the right to use such data insofar as necessary for the performance of the User Agreement, including providing support, improving the Service and complying with statutory obligations.
- 8.4. A data processing agreement applies to the processing of personal data. This forms an integral part of the User Agreement between Informer Invoicing and the User. The User remains the data controller for the personal data processed via the Service. Informer Invoicing acts as processor within the meaning of the GDPR.
- 8.5. Informer Invoicing may process technical, functional and statistical data regarding the use of the Service for the purpose of improving the operation, analysis and security of the Service.
- 8.6. Informer Invoicing will not provide third parties, including customers of the User, with access to or inspection of the User's personal data or account data without the User's written consent. An exception applies if Informer Invoicing is legally obliged to do so, for example pursuant to a court order or a request under Article 20 GDPR (right to data portability) by a data subject. In that case, Informer Invoicing will only

provide the data that is strictly necessary under the relevant obligation.

8.7.If Informer Invoicing receives indication that unlawful or infringing information is stored or processed via the Service, it may take appropriate measures, including temporary blocking of access or removal of the relevant data. Users may submit notifications through the notice-and-takedown procedure available via the contact form on the Informer Invoicing website.

9. Governing Law and Forum

9.1.The User Agreement, the use of the Service and these Terms and Conditions are exclusively governed by Dutch law.

9.2.Disputes arising out of or in connection with the User Agreement or these Terms and Conditions shall be submitted to the competent court in the district in which Informer Invoicing is established.