

Version 25.06

# Terms of Use



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General conditions for services of:

Marvia BV.

Johan Huizingalaan 400  
1066 JS Amsterdam  
The Netherlands,

hereinafter referred to as "**the User**".

## Article 1 Definitions

1. In these terms and conditions, the following terms have the following meanings unless expressly stated otherwise.

**User:** the user of the general requirements.

**Client:** the user's counterparty.

**Agreement:** the agreement for the provision of services.

## Article 2 General

1. These terms and conditions apply to every offer, quotation, and agreement between the user and a client to which the user has declared these conditions applicable, insofar as these conditions have not deviated explicitly and in writing by the parties.
2. These conditions also apply to all agreements with the user, for the implementation of which third parties must be involved.
3. Any deviations from these general terms and conditions are only valid if they have been expressly agreed to in writing.
4. The applicability of any purchase or other conditions of the client is expressly rejected.
5. If one or more of the provisions in these general terms and conditions are null and void or should be annulled, the other provisions of these general terms and conditions remain fully applicable.

User and client will then enter into consultation to replace the new provisions of the void or nullified provisions to be agreed, whereby if and for as much as

possible, the purpose and intent of the original provision are observed.

## **Article 3 Offers and quotations**

1. All offers are without obligation unless the offer contains a term for acceptance.
2. The offers made by the user are without obligation; they are valid for 30 days unless otherwise indicated. The user is only bound by the offers if the acceptance thereof by the other party is confirmed in writing within 30 days unless stated otherwise.
3. The prices in the aforementioned offers and quotations are exclusive of VAT and other levies of government, as well as any costs to be incurred under the agreement, including shipping and handling costs, unless otherwise indicated.
4. If the acceptance differs (on minor points) from the offer included in the quotation User not bound to it. The agreement will then not come in accordance with this derogation acceptance established unless the user indicates otherwise.
5. A compound quotation does not oblige the user to perform part of the assignment at a corresponding part of the stated price.
6. Offers or quotations do not automatically apply to future assignments.

## **Article 4 Execution of the agreement**

1. The user will perform the agreement to the best of his knowledge and ability and in accordance with the requirements of good performance craftsmanship. All this on the basis of the current state of science.
2. If and insofar as required for the proper execution of the agreement, the user has the right to have certain activities performed by third parties.
3. The client shall ensure that all data that the user indicates are necessary or which the client should reasonably understand to be necessary for the execution of the agreement are provided to the user in a timely manner. If the information required for the execution of the agreement has not been provided to the user in time, the user has the right to suspend the execution of

the agreement and/or to charge the client for the additional costs resulting from the delay in accordance with the usual rates.

4. User is not liable for damage, of whatever nature, because the User has assumed incorrect and/or incomplete information provided by the Client unless this is incorrect or incompleteness should be known to the user.
5. If it has been agreed that the agreement will be executed in phases, the user can suspend the implementation of those parts that belong to the next phase until the client has approved the results of the preceding phase in writing.
6. If by the user or third parties engaged by the user in the context of the assignment activities are performed at the location of the client or by a client designated location, the client will take care of the employees within reason desired facilities.
7. The client indemnifies the user against any claims from third parties who suffer damage in connection with the execution of the agreement and which is attributable to the client.
8. Requests for custom features or platform changes are considered only if they serve the broader product strategy and user base. Marvia does not provide bespoke software development services.

## **Article 5 Changes to the agreement**

1. If during the execution of the agreement, it appears that it is for a decent implementation necessary to change or supplement the work to be performed, the parties will adjust the agreement accordingly in time and in mutual consultation.
2. If the parties agree that the agreement will be changed or supplemented, the time of completion of the performance is affected. The user will inform the client of this as soon as possible.
3. If the amendment or addition to the agreement will have financial and/or qualitative consequences, the User will inform the Client about this in advance.
4. If a fixed fee has been agreed upon, the User will indicate to what extent the amendment or supplement to the agreement will result in this fee being exceeded.
5. Contrary to paragraph 3, the User will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to the User.

6. The client may, from time to time during the term, purchase additional authorized users for the applicable additional users price
7. The client will, within 30 days of the date of the supplier's invoice, pay to the supplier the applicable additional authorized user price as set out in the work order. If such additional authorized users are purchased by the customer partway through the initial term or any renewal period (as applicable), the supplier will carry out a true-up exercise and invoice the customer accordingly.
8. For the avoidance of doubt, an authorized user is a single individual accessing the services. Multiple individual users using a shared single email address will be treated as multiple authorized users.

## **Article 6 Contract duration**

1. The agreement between the user and a client is entered into for an indefinite period unless the nature of the agreement dictates otherwise or the parties expressly and in writing agree differently.
2. If a term has been agreed within the term of the agreement for the completion of certain activities, this is never a strict deadline. If the execution term is exceeded, the client must, therefore, give the user written notice of default.

## **Article 7 Indexation**

1. The User is entitled, during the agreement, to increase the rates annually on 1 July based on the price index figures (consumer price index for all households) as determined and published by the Dutch Statistics Agency (CBS) with a minimum indexation of 2%.

## **Article 8 Fee**

1. Parties can agree on a fixed fee when the agreement is concluded.
2. If no fixed fee is agreed upon, the fee will be determined on the basis of hours actually spent. The fee is calculated in accordance with the user's usual hourly rates, applicable for the period in which the work is performed unless a deviating hourly rate has been agreed.
3. The fee is and any cost estimates are exclusive of VAT.

4. For assignments with a term of more than three months, the costs owed will be charged periodically.
5. If the user agrees to a fixed fee or hourly rate with the client, the user is nevertheless entitled to increase this fee or rate.
6. Furthermore, the user is entitled to pass on price increases if the rates with regard to wages, for example, have increased between the time of offer and delivery.
7. In addition, the user may increase the fee if during the performance of the work it appears that the originally agreed or expected amount of work was estimated to such an extent when the agreement was concluded, and this is not attributable to the user, that the user cannot reasonably be expected to may be expected to perform the agreed work for the originally agreed fee. In that case, the user will inform the client of the intention to increase the fee or rate. In doing so, the User will state the extent of and the date on which the increase will take effect.

## Article 9 Payment

1. Payment must be made within 30 days of the invoice date in a manner to be indicated by the user in the currency in which the invoice is made. Objections to the amount of the invoices do not suspend the payment obligation.
2. If the client fails to pay within the period of 30 days, the client is legally in default. In that case, the client owes an interest of 1% per month unless the statutory interest is higher, in which case the statutory interest applies. The interest on the amount due and payable will be calculated from the moment that the client is in default until the moment of payment of the full amount.
3. In the event of liquidation, bankruptcy, seizure, or suspension of payment of the client, the claims of the user on the client are immediately due and payable.
4. User has the right to have the payments made by the client go first of all to reduce the costs, then to reduce the interest due, and finally to reduce the principal sum and the current interest. User can, without being in default, as a result, refuse an offer of payment if the client designates a different order for the allocation. The User may refuse full repayment of the principal if the outstanding and accrued interest, as well as the costs, are not also paid.
5. User has the option to charge a credit restriction fee of 2%. This surcharge is not due if payment is made within 7 days of the invoice date.

## Article 10 Retention of title

1. All goods delivered by the User, possibly including designs, sketches, drawings, films, software, (electronic) files, etc., remain the property of the User until the Client has fulfilled all the following obligations under all agreements concluded with the User.
2. The client is not authorized to pledge the goods that are subject to retention of title nor to object in any other way.
3. If third parties seize the goods delivered subject to retention of title or wish to establish or enforce rights thereon, the client is obliged to inform the user of this as soon as can reasonably be expected.
4. The client undertakes to insure and keep insured the goods delivered subject to retention of title against fire, explosion, and water damage as well as against theft and to make the policy of this insurance available for inspection on the first request.
5. Goods delivered by the user, which are subject to retention of title pursuant to the provisions under 1. of this article, may only be resold in the context of normal business operations and may never be used as a means of payment.
6. In the event that the user wishes to exercise his property rights referred to in this article, the client already now grants unconditional and irrevocable permission to the user or third parties to be designated by him to enter all those places where the user's property is located and to take back.

## Article 11 Collection costs

1. If the client is in default or fails to fulfill one or more of its obligations, then all reasonable costs incurred in obtaining payment out of court will be borne by the client. If the client fails to pay a sum of money on time, he forfeits an immediately due and payable fine of 15% on the amount still owed. This with a minimum of € 50.00.
2. If the user has incurred higher costs, which were reasonably necessary, these also qualify for compensation.
3. Any reasonable judicial and execution costs incurred will also be borne by the client.
4. The client owes interest on the collection costs incurred.

## Article 12 Research, complaints

1. Complaints about the work performed must be reported to the user in writing by the client within 8 days after discovery but no later than 14 days after completion of the work in question. The complaint must contain as detailed a description as possible of the shortcoming so that the user is able to respond adequately.
2. If a complaint is justified, the user will still perform the work as agreed unless this has become demonstrably pointless for the client in the meantime. The latter must be made known in writing by the client.
3. If the performance of the agreed work is no longer possible or useful, the User will only be liable within the limits of article 15.

## Article 13 Cancellation

1. Both parties may terminate the agreement in writing at any time.
2. If the agreement is terminated prematurely by the client, the user is entitled to compensation for the resulting and plausible loss of occupancy unless the termination is based on facts and circumstances that can be attributed to the user. Furthermore, the client is then obliged to pay the invoices for work performed up to that point. The provisional results of the work performed up to that point will, therefore, be made available to the client subject to reservation.
3. If the agreement is terminated prematurely by the user, the User will, in consultation with the Client, arrange for the transfer of work still to be performed to third parties, unless the termination is based on facts and circumstances that can be attributed to the Client.
4. If the transfer of the work entails additional costs for the user, these will be charged to the client.

## Article 14 Suspension and dissolution

1. User is authorized to suspend the fulfillment of the obligations or to dissolve the agreement if:
  - 1.1. The client or user does not or not fully comply with the obligations arising from the agreement;
  - 1.2. After concluding the agreement, the user becomes aware of circumstances that give good grounds to fear that the client will not



fulfill its obligations. If there are good grounds to fear that the client will only partially or not properly comply, the suspension is only permitted insofar as the shortcoming justifies it;

- 1.3. When concluding the agreement, the client was requested to provide security for the fulfillment of its obligations under the agreement and this security is not provided or is insufficient.
2. Furthermore, the user is authorized to dissolve the agreement (or have it dissolved) if circumstances arise that are of such a nature that fulfillment of the agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise of such a nature, that unaltered maintenance of the agreement cannot reasonably be expected.
3. If the agreement is dissolved, the user's claims against the client are immediately due and payable. If the user suspends the fulfillment of the obligations, he retains his claims under the law and the agreement.
4. The user always reserves the right to claim compensation.

## **Article 15 Return of goods made available**

1. If the User has made goods available to the Client during the execution of the agreement, the client is obliged to return the delivered goods within 14 days in their original condition, free of defects and in full. If the client does not comply with this obligation, all costs arising from this shall be for his account.
2. If the client, for whatever reason, after a reminder to that effect, still fails to comply with the obligation referred to under 1., the user has the right to recover the resulting damage and costs, including the costs of replacement, from the client.

## **Article 16 Liability**

1. If the user is liable, then this liability is limited to what is in this determination is arranged.
2. If the user is liable for direct damage, then that liability is limited to a maximum of twice the invoice amount, at least that part of the assignment to which the liability relates, at least to a maximum of € 1,000 (in words: one thousand euros). The liability is at all times limited to a maximum of the

amount of the payment to be made by the user's insurer in the appropriate case.

3. Notwithstanding the provisions under 2. of this article, in the case of an assignment with a duration longer than six months, the liability is further limited to the fee part owed over the last six months.
4. Direct damage is exclusively understood to mean:
5. The reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions;
6. Any reasonable costs incurred to have the defective performance of the user comply with the agreement unless these cannot be attributed to the user;
7. Reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions
8. User is never liable for indirect damage, including consequential damage, lost profit, lost savings, and damage due to business interruption.
9. The limitations of liability for direct damage included in these terms and conditions do not apply if the damage is due to intent or gross negligence on the part of the user or his subordinates.

## **Article 17 Indemnities**

1. The client indemnifies the user against claims from third parties with regard to intellectual property rights on materials or data provided by the client, which are used in the execution of the agreement.
2. If the client provides the user with information carriers, electronic files or software, etc., it guarantees that the information carriers, electronic files, or software are free of viruses and defects.

## **Article 18 Transfer of risk**

1. The risk of loss or damage to the goods that are the subject of the agreement transfers to the client at the moment when they are legally and/or actually delivered to the client and thus under the control of the client or of a third party to be designated by the client.

## Article 19 Force majeure

1. Parties are not obliged to fulfill any obligation if they are prevented from doing so as a result of a circumstance that is not due to fault, and is not for their account under the law, a legal act, or generally accepted views.
2. In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in this regard in the law and jurisprudence, all external causes, foreseen or unforeseen, which the user cannot influence, but as a result of which the user is unable to fulfill its obligations. This includes strikes in the user's company.
3. The user also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after the user should have fulfilled his obligations.
4. The parties can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to pay compensation to the other party.
5. Insofar as the user has partially fulfilled or will be able to fulfill his obligations under the agreement at the time of the occurrence of force majeure, and the part fulfilled or to be fulfilled has independent value, the user is entitled to separately fulfill the part already fulfilled or to be fulfilled. to declare. The client is obliged to pay this invoice as if it were a separate agreement.

## Article 20 Confidentiality

1. Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.
2. If, on the basis of a statutory provision or a court decision, the user is obliged to also provide confidential information to third parties designated by the law or the competent court, and the user cannot invoke a legal or competent court recognized in this regard. or permitted right of non-disclosure, then the user is not obliged to pay compensation or indemnification and the other party is not entitled to dissolve the agreement on the basis of any damage caused by this.

## **Article 21 Intellectual property and copyrights**

1. Without prejudice to the other provisions of these general terms and conditions, the user reserves the rights and powers vested in that user under the Copyright Act.
2. All documents provided by the user, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are exclusively intended to be used by the client and may not be reproduced, published, or published by him without the user's prior consent. to third parties, unless the nature of the documents provided dictates otherwise.
3. User reserves the right to use the knowledge gained through the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties.

## **Article 22 Samples and models**

1. If a sample or model has been shown or provided to the client, it is presumed to have been provided only as an indication, unless it is expressly agreed that the product to be delivered will correspond to this.
2. In the case of an order relating to immovable property, mention of the surface or other dimensions and indications is also presumed to be only intended as an indication, without the product to be delivered having to correspond to this.

## **Article 23 Non-takeover of personnel**

1. During the term of the agreement and one year after its termination, the client and user will in no way whatsoever, except after proper business consultation has taken place with the user, employees of the user, or of companies that the user has called upon for the execution of this agreement, and who are (or have been) involved in the execution of the agreement, hire them or otherwise, directly or indirectly, have them work for them.
2. If the client or user violates the provisions of Article 22.1, an immediately due and payable fine of EUR 2,500 will apply for each violation.

## **Article 24 Disputes**

1. The judge in the place of business of the user has exclusive jurisdiction to hear disputes, unless the subdistrict court has jurisdiction. Nevertheless, the user has the right to submit the dispute to the competent court according to the law.
2. The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

## **Article 25 Applicable law**

1. Dutch law applies to every agreement between the user and the client.

## **Article 26 Change, explanation and location of the conditions**

1. These terms and conditions have been filed at the office of the Chamber of Commerce in Amsterdam.
2. In the event of an explanation of the content and purport of these general terms and conditions, the Dutch text thereof is always decisive.
3. The most recently filed version or the version that applied at the time of the conclusion of the agreement is always applicable.

## **Article 27 Restrictions**

1. The client shall not access, store, distribute, or transmit any material during the course of its use of the services that:
  - 1.1. Contains a virus;
  - 1.2. Is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or racially or ethnically offensive;
  - 1.3. Facilitates illegal activity;
  - 1.4. Depicts sexually explicit images;
  - 1.5. Promotes unlawful violence;
  - 1.6. Causes damage or injury to any person or property

And the User reserves the right, without liability to the Client, to disable the Client's access to any material that breaches the provisions of this clause.

## **Article 28 Use of AI**

1. Marvia may use generative AI technologies in the delivery of its services, solely to support internal processes such as content creation, communication, and analysis. Confidential customer data will not be processed through public AI models without prior consent.

## **Article 29**

1. The user may utilize the client's name and brand logo in digital and print advertising materials, including but not limited to its owned websites, newsletters, and brochures. If the client notifies the preference, the user will agree to request prior permission.