

Last Updated: 2025-07-03

1. Introduction	2
2. Definitions	2
3. Applicability of Terms	3
3.1. General Applicability	3
3.2. Exclusion of Client Terms	3
3.3. Third-Party Terms	3
3.4. Conflict of Terms	3
3.5. Severability	4
3.6. Offers and Communications	4
4. Acceptance of Terms	4
5. Code of Conduct	4
5.1. Prohibited Activities	4
5.2. Legitimate Cause	5
5.3. Enforcement & Suspension	5
6. Pricing, Payment and Refunds	5
6.1. Prices	5
6.2. Estimates and Budgets	5
6.3. Supplier's Administration	6
6.4. Price Adjustments	6
6.5. Invoicing and Payment	6
6.6. Late Payments	6
6.7. Credits	6
6.8. Service Commencement	6
6.9. Refund Policy	7
6.10. Client's Responsibility in Selecting Services	7
6.11. Additional Work and Services	7
7. Communication and Notifications	8
7.1. Methods of Communication	8
7.2. Email Notifications	8
7.3. Opting Out	8
7.4. Responsibility for Contact Information	8
7.5. Deemed Receipt	8
8. Rights and Responsibilities	8
8.1. Intellectual Property Rights	8
8.2. Data Traffic to and from Customer	10
8.3. Back-ups	10
8.4. Conditional Rights and Retention	11
8.5. Use of Client's Marks	11
8.6. Performance & Service Level Agreements	11
8.7. Compliance and Assistance	12
8.8. Mutual Obligations Regarding Personnel and Facilities	12
8.9. Adjustments to Services	13
8.10. Compatibility	13
8.11. Support Services	13
8.12. Confidentiality & Non-competition	14
8.13. Usage Analysis	14
8.14. Malfunction Resolution Costs	15
9. Limitation of Liability	15
9.1. Direct Damage	15
9.2. Total Liability	15
9.3. Third Party Liability	16
9.4. Force Majeure	16
9.5. Account Security	17

9.6. Data Protection and GDPR Compliance	17
9.7. Liability for Client-Supervised Activities	18
10. Dispute Resolution and Governing Law	18
10.1. Governing Law	18
10.2. Arbitration	18
10.3. Cantonal Court Proceedings	18
10.4. Mediation	19
11. Changes, Amendments and Termination	19
11.1. Changes and Amendments	19
11.2. Termination	19
11.3. Transfer of Rights and Obligations	20
12. Contact Information	20

1. Introduction

Welcome to the Sales Automation platform, a business-to-business (“B2B”) sales software solution offered by Sales Automation B.V. The Sales Automation platform provides lead generation services, outreach, and message writing automation using advanced AI technologies.

2. Definitions

- **“Supplier”, “we”, “us” or “our”**: The supplier of services, Sales Automation B.V. registered in the Netherlands under Chamber of Commerce number 94072590.
- **“Platform”, “Product”**: Software solution developed & owned by the Supplier
- **“Service(s)”**: All functionalities, features, and offerings provided by the Supplier through or in relation to, their Platform.
- **“User(s)”, “Client(s)”, “Customer(s)” or “you”**: Any individual or entity that uses our Services.
- **“Content”**: All forms of data, text, information, or materials.
- **“Data”**: Personal, user-generated or third-party provided information processed through our Services.
- **“Personal Data”**: Any information relating to an identified or identifiable natural person (“Data Subject”).
- **“Processing”**: Any operation or set of operations performed on Data.
- **“Controller”**: The entity that determines the purposes and means of the Processing of Data.
- **“Processor”**: The entity that processes Data on behalf of the Controller.
- **“Sub-processor(s)”, “Sub-contractor(s)”, “Third-party provider(s)/product(s)”**: Any third parties that you choose to integrate/interact with or use in connection with our Services. Third-party providers are not owned or operated by us.
- **“Third Party General Conditions”**: Conditions applicable to Third Party Products and Services.
- **“GDPR”**: The General Data Protection Regulation (EU) 2016/679, governing data protection and privacy in the European Union.
- **“As is”**: The properties of the Product are not (fully) described and the Customer indicates that it is sufficiently aware of and / or has tested the properties of the Product and that it accepts the Product as it is offered. The Customer buys on its own profit and loss and the parties rule out an error. With a As is delivery parties waive their right to invoke the provisions of Book 7:17 of the Dutch Civil Code and waive the right to initiate (partial) dissolution, termination or cancellation of that agreement after the delivery or completion or claim this right.
- **“As specified”**: Delivery of the Product is in accordance with any written specifications provided by Supplier.
- **“Back-up”**: Spare copies of digital data and/or information.
- **“Business Days”**: Monday to Friday from 8.30 until 17.30 CET, with the exception of Dutch public holidays.
- **“Courses”**: All courses, trainings and related activities.
- **“Data Center”**: A facility where servers can be connected to a network-environment, i.e. the Internet. A part of the Infrastructure is located in one or more Data Centers.
- **“Hosting”**: The provision of, Maintenance of, and/or access to web space for the purpose of saving information, data, images, or Application Software on Data centers in the Supplier Infrastructure or Third Party Infrastructure.
- **“Documentation”**: The (functional) description of the Products and Services, delivered to Customer.
- **“Error”**: Where these Terms refer to an “error”, this is understood to mean a substantial failure of the software to meet the functional or technical specifications of the software explicitly made known by us in writing and, if all or part of the software is customized software, a substantial failure to meet the functional or technical specifications explicitly agreed upon in writing. An error only exists if it can be demonstrated by you and if it is reproducible.
- **“Fair Use”**: The reasonable use by the Customer of the Products and Services.
- **“Identification Codes”**: Usernames, passwords, address codes and/or other codes.

- **“Infrastructure”**: The set of IT facilities such as hardware and software (including cables) which is used for the processing of data or telephony. Infrastructure includes Supplier Infrastructure, Third Party Infrastructure, customer Infrastructure and Public Infrastructure.
 - **“Object Code”**: The computer programming code principally in binary form. Object Code is immediately executable by a computer after processing, but without reverse engineering, compilation or assembling.
 - **“Process-data”**: The data entered within the SaaS-service by Customer and/or data entered by third parties.
 - **“Products and/or Services”**: All Supplier Products and/or Third Party Products provided by Supplier, the resulting provisions and related activities.
 - **“Public Infrastructure”**: The part of the Infrastructure maintained by third parties and/or delivered to Customer and over which Supplier has no control. The internet is part of Public Infrastructure.
 - **“Supplier Infrastructure”**: The part of the Infrastructure maintained by Supplier and over which Supplier has control.
 - **“SaaS”**: (Software as a Service) constitutes the direct and/or indirect (through a third party) provision of Application Software by Supplier via Hosting.
 - **“Source Code”**: The computer programming code that may be displayed in a form readable and understandable by a programmer of ordinary skill. It may include related Source Code level system documentation, procedural codes and comments. Source Code does not include Object Code.
 - **“Supplier Products and Services”**: All products and services provided by Supplier and the resulting provisions and related activities, which do not originate from third parties and of which Supplier holds all intellectual property rights, industrial property rights or any other rights.
 - **“Third Party Infrastructure”**: The part of the Infrastructure administered by a third party and/or delivered to Customer via Supplier, and over which, in principle, Supplier has no control. This is a Third Party Product and Service.
 - **“Third Party Products and Services”**: All products and services provided by Supplier, the resulting provisions and related activities, which originate from third parties.
-

3. Applicability of Terms

3.1. General Applicability

These terms and conditions are applicable to all proposals and agreements and/or legal relationships between Supplier and Customer.

3.2. Exclusion of Client Terms

The applicability of any of your purchase terms or other terms is explicitly excluded.

3.3. Third-Party Terms

We provide you with access to third-party products or services, the terms of those third parties apply to your use of their products or services. We are not responsible for Third Party Products and Services. We will deliver rights for Third Party Products and Services under the same conditions as indicated in the Third Party General Conditions.

3.4. Conflict of Terms

In case of a conflict between provisions in different sections of these Terms and Conditions, the provisions in the earlier section will prevail unless explicitly agreed otherwise in writing.

3.5. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect. Both parties will endeavor to replace the invalid provision with one that closely matches the original intent.

3.6. Offers and Communications

All our offers and communications are non-binding unless we explicitly state otherwise in writing. You are responsible for ensuring the accuracy and completeness of any information you provide to us, since our offers are based on the data, information or requirements made known to us by you.

3.6.1. Offer validity

Verbal agreements, assignments or other expressions of whatever nature by employees of Supplier are only valid and binding when they have been confirmed in writing by authorized representatives of Supplier.

4. Acceptance of Terms

By accessing or using our Services, Users agree to, and comply with, our Terms and Conditions, Privacy Policy and Data Processing Agreement. If you do not agree with these terms, please refrain from using the Service.

5. Code of Conduct

5.1. Prohibited Activities

Users must not use our Services in violation of applicable laws. Furthermore, the following activities are strictly prohibited:

5.1.1. Lack of Legal Compliance

Using the Services in any manner that breaches laws, regulations, or court orders—including, but not limited to, the EU's GDPR, the Dutch Telecommunications Act, the Dutch Advertising Code, or comparable legislation—is forbidden.

5.1.2. Promotion of Illegal or Restricted Content

- Publicizing or endorsing illegal products or services, or transmitting communications prohibited in certain jurisdictions.
- Advertising tobacco products, counterfeit or illegal goods, adult or obscene content, unauthorized gambling, investment schemes, credit improvement or payday lending services, or hate speech.

5.1.3. Deceptive, Harassing, or Fraudulent Practices

- Engaging in or facilitating deceptive, misleading, or fraudulent practices, such as defrauding, discriminating against, harassing, slandering, or defaming any individual, group, or entity.
- Inciting, endorsing, or engaging in violence or fraud.
- Engaging in sexual intimidation, racial prejudice, or any form of harassment not otherwise specified.
- Making threats or distributing, or enabling the distribution of, obscene, insulting, or tormenting material.

5.1.4. Interference and System Integrity

- Using the Services in a way that damages or interferes with the operation of Supplier's or third parties' systems or networks.
- Causing such damage or interference—whether through misconfiguration, excessive data transmission, poorly secured systems, viruses, Trojans, worms, or other malicious software.
- Unauthorized access or facilitating unauthorized access (hacking) to accounts, systems, or networks.

5.1.5. Violation of Third-Party Rights and Unsolicited Communications

- Violating, or facilitating the violation of, third-party rights—including intellectual property and privacy rights.
- Distributing or enabling spam and unsolicited advertisements or other unwanted communications.

5.2. Legitimate Cause

All Services provided by the Supplier are intended to facilitate the User with a responsible, relevant and efficient way to go about generating new business opportunities. By using our Services, the User makes sure to only use the Platform based on a legitimate cause based on their specific business case.

5.3. Enforcement & Suspension

Supplier reserves the right, at Supplier's sole discretion, if forced by law or a court order; and/or a third party informs Supplier and/or a suspicion exists that through our Services a violation is made of the rights of a third party; there is a breach of the General Conditions Supplier and/or the agreement and the resulting obligations in question have not been met wholly or partially, to bar access to our Service and/or other facilities offered, to remove the information in question and/or suspend its other obligations until Customer meets its obligations.

Supplier and/or third parties will never be liable for damage of whatever nature suffered by Customer or third parties for measures taken by and/or on behalf of Supplier. Customer indemnifies Supplier from third parties for liability as a consequence of these measures. Payment obligations will remain in effect during the time period in which measures are undertaken by and/or on behalf of the Supplier on the basis of this clause.

If the actions and/or failure to act of Customer justifies this and/or the actions and/or failure to act of Customer continues regardless of the measures under taken by Supplier, as set out in this clause, we will be entitled to terminate the agreement, without any damage compensation or restitution of amounts paid being required.

6. Pricing, Payment and Refunds

6.1. Prices

All prices are exclusive of turnover tax (VAT) and other product or service-specific levies imposed by authorities. All prices quoted are in euros. The amounts invoiced to Customer will include applicable VAT and other levies possibly imposed by the government.

6.2. Estimates and Budgets

Clients cannot derive rights or expectations from any cost estimate or budget issued by the Supplier unless parties have agreed otherwise in writing. A budget communicated by the client is only considered a fixed price agreed upon if explicitly agreed in writing.

6.3. Supplier's Administration

Regarding the activities performed and sums due, the information in the Supplier's administration provides full evidence without prejudice to the client's right to provide evidence to the contrary.

6.4. Price Adjustments

The Prices agreed upon by Supplier and Customer are among other things based on the costs of energy and salaries, social premiums, materials and travel and accommodation costs, etc., as well as the rate of exchange between the currencies as applicable at the time of entering into the agreement. Supplier is authorized, in case of changes to one or more of the cost items (for instance Third Party Products and Services) and/or changes in the rate of exchange, changes to the Consumer Price Indices (Consumentenprijsindices "CPI") or the CBS index for business services (CBS Prijsindex 6202 Computeradvisering), to adjust prices to these changes. At least every January Supplier will increase its prices, based on the figures, published by CBS 'CBS Prijsindex 6202 Computeradvisering', on January 1st (if necessary based on the figures of Q3). Changes will be rounded off upwards to a multiple of € 2,50.-.

The Supplier will offer the Customer the possibility to become acquainted with possible changes in prices. If Customer does not agree with a price change, Customer will only be permitted to terminate the agreement from the date the change in price becomes applicable, if and as long as the total price increase during 1 (one) year exceeds the yearly inflation rate of the current year (or previous year for price increases announced for the next year) as published by the CBS (Dutch Bureau for Statistics) by 5%.

6.5. Invoicing and Payment

We will invoice the amount, appropriately itemized, owed by Customer on a monthly basis to Customer and/or other term indicated in the agreement. The Customer will pay all amounts indebted within 14 (fourteen) days of the invoice date. These payments will not be subject to compensation, set-off ("verrekening") or suspending of obligations ("opschorting"). Complaints about the invoice must be brought to the Supplier in writing and with proper arguments. Disputing a part of the invoice, whether well-founded or not, leaves unhindered the obligation to pay the undisputed part in accordance with this clause.

6.6. Late Payments

Should Customer fail to fulfil any payment obligation, Customer is in breach without any further notification of breach being required. Supplier reserves the right to charge all incurred costs to Customer, including judicial and extrajudicial expenses, with regard to the collection of debts from Customer. Extra-judicial collection costs amount to 15% of the debt, with a minimum of € 175,- (hundred seventy five euros). In any case, the Customer will be charged interest on a monthly basis, at the legal percentage rate increased with 3%, on all outstanding debts starting from the date of failure to pay.

Until full payment has been made, the Supplier has the right to suspend all services and obligations to Customer. Customer's obligation to meet Customer's commitments remains unchanged.

6.7. Credits

Credits purchased by the client for use in Services do not roll over to subsequent months but are reset at the start of each monthly billing period. Any unused credits at the end of the monthly billing period will be forfeited without compensation.

6.8. Service Commencement

The Services provided by the Supplier and, where relevant, support commences within a reasonable period of time after the agreement has been entered into. Unless agreed otherwise, the Service

commences by the Supplier granting the Client access to the Platform that is made available by the Supplier. It is the Client's own responsibility to ensure that it has the facilities required to use the Platform immediately after the agreement has been entered into.

The fee payable by the Client for the Services is included in the agreement. If no payment scheme has been agreed upon, all sums related to the Services delivered by the Supplier become due and payable in advance per calendar month.

6.9. Refund Policy

We want you to be satisfied with your experience of our Services. If you are not satisfied, you can request a full refund within 30 days of your initial purchase, subject to the following terms:

6.9.1. Eligibility

- Refund requests must be made within 30 days from the date of your original purchase, and
- The refund applies only to the initial payment for Service subscriptions or purchases, and
- Users must not have violated any terms of service or these general terms and conditions and,
- Proof of purchase is required to process a refund.

6.9.2. Refund Process

- To request a refund, contact the Supplier at contact@salesautomation.io within the 30-day period, stating your reason for the request.
- Refunds will be processed back to the original payment method.

6.9.3. Subscription Cancellations

- If you are on a subscription plan, canceling within 30 days of the initial purchase qualifies you for a refund.
- After the 30-day period, cancellations will apply to the next billing cycle, and no refunds will be issued for the current billing cycle.

6.9.4. Non-Refundable Cases

- Refunds are not available for renewals or subsequent subscription periods.
- Any misuse of the Services or violations of our Terms of Service may render your refund request ineligible.

6.10. Client's Responsibility in Selecting Services

The Client bears the risk of selecting the goods and/or services to be provided by the Supplier. The Client must exercise the utmost care to ensure that the requirements set for the Supplier's performance are correct and complete. Any measurements, data, or information provided in drawings, images, catalogues, websites, offers, advertising materials, standardization sheets, and similar materials are not binding on the Supplier unless explicitly stated otherwise by the Supplier.

6.11. Additional Work and Services

If, at the Client's request or after the Client's prior consent, the Supplier has performed activities or has delivered goods or services that are outside the scope of the agreed activities and/or delivery of goods or services, the Client is charged for these activities or for these goods or services on the basis of the agreed rates or, if no rates have been agreed upon by the parties, on the basis of the Supplier's applicable rates. The Supplier is not obliged to honor such a request and may require that, for that purpose, a separate agreement should be entered into in writing. It will be assumed that Customer has agreed to the performance of additional work and the connected costs, if Customer has allowed additional work to take place without raising objections in writing prior to the commencement of additional work.

7. Communication and Notifications

7.1. Methods of Communication

All communications between the Supplier and the Client shall be conducted via email or through the Platform, unless otherwise agreed in writing.

7.2. Email Notifications

By using our Services, the Client agrees to receive email notifications from the Supplier regarding:

- **Product Updates:** Information about new features, enhancements, or other changes to the Platform and Services.
- **Changes to Legal Documents:** Notifications about amendments to these Terms and Conditions, the Privacy Policy, the Data Processing Agreement, or any other legal agreements.
- **System Notifications:** Important information related to the operation of the Services, including maintenance schedules, downtime alerts, security notices, and other operational updates.

7.3. Opting Out

The Client may opt out of receiving non-essential email communications, such as marketing or promotional materials, by following the unsubscribe instructions included in such communications. However, the Client cannot opt out of receiving essential communications related to the Services, including legal notices and system notifications.

7.4. Responsibility for Contact Information

The Client is responsible for providing and maintaining accurate and up-to-date contact information, including a valid email address. The Supplier shall not be liable for any failure to receive notices due to the Client's failure to provide accurate contact information.

7.5. Deemed Receipt

Any notices sent to the Client by email will be deemed received at the time they are sent, regardless of whether the Client has actually read them.

8. Rights and Responsibilities

The Customer shall use the SaaS Platform only in accordance with instructions, guidelines, and policies provided by the Supplier.

8.1. Intellectual Property Rights

8.1.1. Ownership

All intellectual property rights concerning the Services, including, but not limited to, software, source code, technical documentation, designs, branding, text, images, trademarks, and any related Content are owned exclusively by the Supplier. We have the exclusive right to further develop the Supplier Products and Services and place them at the disposal of third parties by means of licenses.

Except where Third Party Products are concerned, all intellectual property rights, industrial property rights, and other rights resulting from all activities carried out by Supplier, regardless of where and when

carried out and regardless of whether it concerns the delivery of an existing Product or Product to be developed in the future, reside with Supplier.

In the event that Supplier, Customer or a third party makes functional improvements or other adjustments in the Products and Services the intellectual property rights, industrial property rights and other rights vested in the improved or adjusted Product and Services will remain unchanged with Supplier or the rightful third party. If the above mentioned rights do not belong to Supplier or the rightful third party, Customer will cooperate in transferring the above mentioned rights to Supplier or the rightful third party free of charge.

8.1.2. License

Users are granted, during the term of the agreement, a limited, non-exclusive, non-pledgeable, non-sublicensable and non-transferable license to use the Services for their intended purpose. User rights are limited exclusively to own use of the Products and Services for the agreed upon processing unit, number of users. If no limitations have been agreed upon, user rights will be limited to the processing unit on which the Products and Services were first installed and the number of users will be limited to 1 (one).

The user rights shall go into effect after the Customer has made the required payments and fulfilled its other obligations.

User rights for software Products and Services are limited to the Object Code. Rights to the Source Code are not provided.

8.1.3. Restrictions

Users must not reproduce, duplicate, copy, sell, resell, or exploit any portion of the Services without express written permission from the Supplier. The Customer is prohibited from adding functionalities to (Custom work) Products and Services.

8.1.4. Preservation of Notices

You are not permitted to remove or alter any indications of confidentiality, copyright notices, trademarks, trade names, or any other intellectual property rights notices on the software, websites, data files, hardware, or materials. You must not allow any such indications to be removed or altered. Reverse engineering or decompilation, or in any other way change the Products and Services to a human-readable form, is not permitted by Customer, unless such is explicitly permitted by law.

8.1.5. Security Measures and Restrictions

The Supplier is at any time permitted to install technical and organizational facilities and control mechanisms to protect hardware, data files, websites, software made available, software, or other works to which the Client has been granted access, whether directly or indirectly, in order to prevent and/or verify that the actual number of users, servers and/or workstations does not surpass the agreed upon number of simultaneous users. All including in connection with any restriction agreed on in the content or the duration of the right to use these objects. The Client may not remove or circumvent any such technical facilities or have these removed or circumvented.

If, on the basis of the above described verification procedure or otherwise, it appears that the actual number of users surpasses the number of simultaneous users agreed upon, Customer will be obligated to immediately acquire the missing number of user licenses and pay an additional fine of 25% over the amount due. Amounts indebted for Maintenance and Support for the missing users will be charged from the moment of delivery of the previously agreed upon number of simultaneous users. In addition, the Supplier reserves the right to report to the Software Alliance (BSA).

8.2. Data Traffic to and from Customer

8.2.1. Supplier's Role

Customer is the responsible party for the data that flows through the system(s) provided by the Supplier. The Supplier does not give any warranties with regard to content of data such as but not limited to reliability and completeness.

8.2.2. Customer Responsibility

Customer is responsible for the content of data traffic originating from Customer. Where applicable the Code of Conduct as set out in clause 5 will apply to Customer and its users.

8.2.3. Customer Indemnification

Customer indemnifies and will keep Supplier free from any damage compensation regarding any claim, accusation or court procedure from a third party with regard to the (content of) the data traffic or the information originating from Customer.

8.2.4. Ownership and Licensing of Process-data

Contrary to the terms of clause 8, Process-data will remain the (intellectual) property of Customer. Customer grants Supplier, without charge, a perpetual user and revision right of the Process-data. Process-data may only be distributed to a third party if not directly traceable to Customer.

8.2.5. Data Retention Period

We retain data as long as necessary for the relevant purpose. The appropriate retention period is determined by factors including the nature and sensitivity of the data, potential risks, and legal requirements. For specific retention periods, when applicable, please refer to the accompanying Data Processing Agreement and our Privacy Policy.

After termination of the agreement Supplier will no longer be required to preserve any Customer related data.

8.2.6. Cooperation for Data Transfer

Supplier will offer cooperation in transferring Process-data and/or other data to another application as requested by Customer. Supplier does not warrant that the available Process-data and/or other data during the agreement and/or after the agreement can be transferred to another application.

8.2.7. Transfer Costs

All costs connected to the transfer of Process-data and/or other data at the request of Customer to another application will be fully for the account of Customer.

8.2.8. Liability for Data Transport and Commercial Activities

If, through use of SaaS, personal data and/or other information/data are transported or commercial activities and/or other activities are undertaken, Customer will indemnify Supplier from all liability, costs or damage as a result of claims from a third party in the event personal data and/or other information/data are transported or commercial activities and/or other activities are undertaken in violation of the relevant (privacy) laws and/or guidelines.

8.3. Back-ups

Customer is responsible for backing up all data that is directly accessible for Customer via means provided by Supplier. Supplier automatically backs up all other crucial data daily with a retention period in

most cases of up to thirty (30) days. If Customer wants copies of backed-up data, they must explicitly request it, subject to Supplier's terms (including any costs). Upon request, the Supplier will provide information on backup procedures and security measures as those depend on specific data requested.

8.4. Conditional Rights and Retention

8.4.1. Conditional Rights

Any rights granted or transferred to the client are subject to the condition that the client has paid all sums due under the agreement.

8.4.2. Retention of Materials

The Supplier has the right to retain all Content received or created in the context of the agreement.

8.4.3. No Obligation to Provide Software Copies

The Supplier is never obliged to provide the Client with a physical carrier or download of the Platforms underlying software.

8.5. Use of Client's Marks

We are entitled to use the Clients figurative mark, logo, or name in our external communications.

8.6. Performance & Service Level Agreements

8.6.1. Acceptance

If the parties have not agreed on an acceptance test, you accept the software in the state that it is in when delivered ("as is, where is"), therefore with all visible and invisible Errors and/or defects, without prejudice to our obligations. If this is the case, the software is deemed to have been accepted by you upon delivery or, if installation by us has been agreed upon in writing, upon completion of the installation.

8.6.2. Best Efforts

We will perform our Services with care and to the best of our ability, following any written arrangements and procedures agreed upon with you. Unless we have explicitly agreed in writing to achieve a specific result described in detail, our services are provided on a best efforts basis. As such, the Supplier does not guarantee that the SaaS is free of errors and functions without any interruptions.

8.6.3. Security Measures Liability

We are not liable for any damage or costs resulting from the use or misuse of access codes, identification codes, certificates, or other security measures, unless such misuse is directly caused by and proven to be due to intentional conduct by our management.

8.6.4. Error Correction Efforts

The Supplier makes every effort to repair errors in the underlying software referred to in this article within a reasonable period of time if and insofar as the underlying software is concerned that has been developed by the Supplier itself and the Client has provided the Supplier with a detailed, written description of the relevant errors. The Supplier does not guarantee that errors in the SaaS that have not been developed by the Supplier itself are repaired. The Supplier is never obliged to repair imperfections other than those referred to in this article. If the Supplier agrees to remedy other imperfections, it is entitled to charge the Client a separate fee. Every right to repair of Errors lapses if the Products and Services provided by Supplier are altered in any way or form.

Acceptance of the Products may not be withheld on grounds other than those which are related to specifications which have been expressly agreed upon between the parties nor, furthermore, due to the presence of small Errors which do not reasonably impede putting the Products and Services into productive or operational use.

8.7. Compliance and Assistance

8.7.1. Assistance in Compliance Investigations

If requested, the Client shall promptly render assistance in any investigation into compliance with the agreed restrictions on use, to be carried out by or on behalf of the Supplier. At the Supplier's first request, the Client grants the Supplier access to its buildings and systems. Insofar as such information does not concern the use of the software itself, the Supplier will observe confidentiality with respect to all confidential business information obtained from the Client or at the Client's business location during the investigation.

8.7.2. Maintenance and Support

The Supplier is not obliged to maintain the software or provide support to users and administrators of the software. If, contrary to the foregoing, the Supplier is asked to perform maintenance activities or provide support for the software, the Supplier may require the Client to enter into a separate written agreement for this purpose. Support consists of providing verbal (by telephone) and written (e-mail) advice concerning the use and operation of the Supplier Products and Services.

8.7.3. Delivery and Installation

At our discretion, we will either deliver the software on the agreed type of data carrier or, if no arrangements have been made in this regard, on a type of data carrier determined by us, or make the software available to you online. At our discretion, any agreed user documentation will be made available in digital form in a language determined by us.

We will only install/set up the software at your business premises if this has been agreed upon. If no arrangements have been made in this respect, you are responsible for installing, designing, parameterising, tuning, and, if necessary, modifying the operating environment used.

8.7.4. Accuracy and Completeness of Client's Information

The Client is responsible for the correctness and completeness of the data, information, designs, and specifications provided by or on behalf of the Client to the Supplier. If the data, information, designs, or specifications provided by the Client contain inaccuracies apparent to the Supplier, the Supplier shall request the Client to provide further information.

8.8. Mutual Obligations Regarding Personnel and Facilities

8.8.1. Client's Personnel

If the Client deploys employees and/or auxiliary persons in the performance of the agreement, these employees and auxiliary persons must possess the necessary knowledge and experience required for the tasks assigned.

8.8.2. Limitation of Liability for Facilities

The Supplier is not liable for any damages suffered or costs incurred due to transmission errors, malfunctions, or the non-availability of these facilities, unless the Client proves that such damages or costs were caused by intent or deliberate recklessness on the part of the Supplier's management.

8.8.3. Personnel Substitution

If our agreement anticipated Services by a specific individual, we may replace that person with another who has similar qualifications.

8.9. Adjustments to Services

The Supplier may adjust the content or scope of the Platform. If such adjustments are substantive and result in a change in the Client's current procedures, the Supplier will inform the Client about this as soon as possible, and the costs of adjusting to changes to the Platform are at the Client's expense.

8.9.1. Upgrades and Modifications

The Supplier may continue to provide the Platform using a new or modified version of the underlying software.

8.9.2. No Obligation for Custom Features

The Supplier is not obliged to maintain, modify, or add particular features or functionalities of the Platform specifically for the Client.

8.9.3. Scheduled Maintenance

The Supplier may temporarily put all or part of the Platform out of service for preventive, corrective, or adaptive maintenance services or other forms of service.

8.9.4. Minimizing Downtime

The Supplier ensures that the period during which the Platform is out of operation does not take longer than necessary and ensures, where possible, that the service takes place at times when the Platform is usually used least intensively.

8.10. Compatibility

8.10.1. Browser and Software Compatibility

The Supplier does not guarantee that the software and/or website it has developed will function properly on all new versions of web browsers or other software.

8.10.2. Hardware Compatibility

The Supplier does not guarantee that the software and/or website will function properly on all types of hardware.

8.11. Support Services

8.11.1. Provision of Support

If the services provided by the Supplier under the agreement include support services to users and/or administrators of the software, the Supplier advises by any means the Supplier prefers, on the use and functioning of the software specified in the agreement.

8.11.2. Client's Obligations

The Client is obliged to specify the requests for support as comprehensively and in sufficient detail so that the Supplier can respond appropriately.

8.11.3. Conditions for Support

The Supplier may set conditions with respect to the way in which support is requested and the qualifications and the number of persons eligible for support. We will only provide Support on the most current updates of the Supplier Products and Services. Supplier is entitled at its sole discretion to provide Support on older versions, releases, etc. of the Supplier Products and Services.

8.11.4. Response Time

The Supplier will use best efforts to address properly substantiated support requests in a timely manner, following its applicable procedures, without guaranteeing specific response times.

8.11.5. No Guarantee on Support

The Supplier does not guarantee the correctness, completeness, or timeliness of responses or of the support offered.

8.11.6. Support Hours

Support services are performed on working days during the Supplier's usual business hours.

8.12. Confidentiality & Non-competition

8.12.1. Confidentiality of Information

Supplier and Customer mutually commit themselves to the confidentiality of all data and information concerning each other's organization, clients, files and Products and Services, of which they become aware while working for each other or for Customer's clients. Data and information may only be used in order to carry out the agreement between parties.

8.12.2. Use of Customer Branding

Supplier is authorized to place the name and logo of Customer or Customer's clients who are given rights to the Products and Services on the Supplier website and/or reference list and to make them available to third parties for information.

8.12.3. Non-Solicitation of Employees

Customer and its clients will not enter into any direct or indirect commercial, employment, or other such relations with employees from Supplier during the agreement and for a period of 12 (twelve) months after termination or dissolution of the agreement, without the written consent of Supplier. Customer will ensure that its clients will comply with the foregoing obligation.

8.12.4. Breach Penalty

In the event that Customer breaches any confidentiality or non-solicitation clause, Customer will be charged, without further notification required, a fine of € 50,000.- (fifty thousand euros) for each breach, undiminishing the right of the Supplier to claim full compensation for damages incurred.

8.13. Usage Analysis

The Supplier is entitled to view log files and any other relevant data or analytics for the purpose of analyzing how the SaaS is used. The results of such analyses shall not be disclosed to third parties, except for the Supplier's holding or subsidiary entities. This restriction does not apply to aggregated or de-identified usage data that is not directly traceable to the Customer.

8.14. Malfunction Resolution Costs

If a malfunction is determined to have been caused by the Customer's act or omission in breach of these Terms, the Supplier may charge all related costs of remedying such malfunction to the Customer.

9. Limitation of Liability

Supplier does not guarantee that the Services will be timely adapted to any amendments in the relevant laws and regulations.

Under no circumstances shall the Supplier be liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to loss of profits, revenue, data, goodwill, or any other intangible losses. This includes direct or consequential damages, lost profits, revenue or anticipated savings, reduced goodwill or business interruption, loss arising from claims by your clients, loss arising from the use of goods, materials, or software prescribed by you, or corruption, destruction, or loss of data or documents. The only acceptable exceptions to these limitations are stated below.

9.1. Direct Damage

Direct damage is exclusively understood as:

- The reasonable costs made in determining the cause and extent of the damage;
- The reasonable costs incurred in prevention or limitation of the damage, to the degree that Customer can demonstrate that these costs have led to the limitation of the damage.
- Reasonable costs incurred to repair damage, insofar as Customer demonstrates that these costs have led to the repair of damage and Supplier, upon written request, is unable to offer a timely solution to repair damage itself.

9.2. Total Liability

The Supplier's total liability is limited to compensation for direct damage, up to the amount of payments (excluding VAT) received by the Supplier in the last 12 months, never exceeding €5,000 (five thousand euros). A sequence of events is regarded as one event.

9.2.1. Long Term Agreements

If the agreement also includes an agreement over time with a term of more than 1 (one) year and Supplier's liability flows forth from the agreement over time, the stipulated price will be calculated on the basis of the total amount (excluding VAT) as actually paid by Customer to Supplier on the basis of the agreement over time for 1 (one) year (this being the year in which the damage occurred) to a maximum of €5,000 (five thousand euros).

9.2.2. Notification and Correction Requirements

Supplier's liability exists solely when Customer immediately and appropriately notifies Supplier in writing of a deficiency, proposes therein a reasonable time period for correction of the deficiency, and Supplier then culpably fails to meet those obligations. The notification of deficiency should be as detailed as possible so that the Supplier is able to react adequately.

The condition for the existence of any right to compensation is always that the Customer notifies Supplier in writing by registered mail within sixty (60) days after the damage came into existence and takes the necessary measures to limit the damage as much as possible.

Additionally, Customer will immediately inform Supplier in writing of any changes relevant for the proper execution of Services, and follow any instructions given by Supplier regarding Fair Use. If Customer fails

to follow such instructions, Supplier is entitled, through technical means, to reduce the overload or, in the case of a continuous overload, stop providing Services to Customer. Supplier will never be liable for damages of any nature incurred by Customer and/or third parties as a result of measures undertaken by Supplier or by a third party on behalf of Supplier.

9.3. Third Party Liability

If, by using our Services, personal data and/or other information/data are transported or commercial activities and/or other activities are undertaken, Customer will indemnify Supplier from all liability, costs or damage as a result of claims from a third party in the event personal data and/or other information/data are transported or commercial activities and/or other activities are undertaken in violation of the relevant (privacy) laws and/or guidelines. Furthermore, Customer indemnifies Supplier from all liability regarding third parties arising from allegations due to a deficiency in a product, system, or service that Customer provides to third parties, where such product, system, or service includes any delivery made by Supplier.

9.4. Force Majeure

The Supplier shall not be liable for any failure to perform its obligations under the agreement and these Terms and Conditions if such failure results from circumstances which can be considered beyond their fault, and for which a party cannot be held accountable by law, legal act, or generally accepted practices. The aforementioned circumstances include circumstances that are beyond Supplier's power as well as business risks of Supplier. These circumstances include, but are not limited to:

- Circumstances beyond the control of our suppliers.
- Failure by third parties to properly meet obligations contracted on your instructions.
- Defects in goods, hardware, software, or materials of third parties that we use on your instructions (including incorrect functional specification of Third Party Products and Services and/or products delivered by a third party).
- Measures by public authorities (such as actions by the government, not being able to obtain required licenses and/or permits).
- Power failures (for example, electricity failures).
- Failures of the internet, data network, or telecommunication facilities (including interference in networks).
- Cybercrime, cyber vandalism, war, or terrorism (for instance, (D)Dos-attacks, hacking, cracking or any downtime/unavailability caused by unlawful conduct by third parties).
- Natural disasters (including bad weather conditions, floods and more).
- Pandemics or epidemics (such as widespread illness).
- Any other events outside reasonable control of the Supplier (including fire, explosions, the destruction, damaging or disabling of any automated system or telecommunication system by whoever, interference with the operation of such systems or circumvention of security measures, lack of staff, strikes or other employment conflicts, accidents, illness, lack of materials, theft, and traffic disruptions and/or transportation problems).

In the event of a force majeure occurrence, the Supplier will notify the affected Users as soon as practicable and will make reasonable efforts to resume Services as promptly as possible.

When force majeure is of a temporary nature, Supplier has the right to suspend its commitments until the force majeure has ceased to exist without being obliged to any form of damage compensation.

9.4.1. Duration of Force Majeure

If a force majeure situation lasts for more than sixty (60) days, either party has the right to terminate the agreement in writing without being liable for damages. In such an event, all that has already been performed under the agreement will be paid for on a proportional basis, without any further obligations by either party.

9.5. Account Security

While our Services implement security measures, we cannot guarantee complete security against unauthorized access. Users are responsible for implementing standard security measures to maintain the security of their accounts, such as regularly changing passwords and avoiding the use of public internet connections.

9.5.1. Use of Identification Codes

We will make Identification Codes solely available to the Customer for the use of Products and Services. The Customer will use these Identification Codes with care. Customer will notify Supplier in the event of loss, theft and/or other forms of unauthorized use, in order to enable parties to take the proper actions.

Customer carries all responsibility, liability and costs related to the use of Identification Codes used and/or distributed by Customer. In no event will Supplier be liable for the misuse and/or unauthorized use of Identification Codes.

It is prohibited for the Customer to let multiple persons use the same Identification Codes without prior written permission from the Supplier. The Supplier may attach conditions to this permission.

If there is a reasonable suspicion of misuse or unauthorized use of Identification Codes, The Supplier can provide the Customer with instructions, which must be carried out.

If it is determined that misuse has been made of Identification Codes or if Customer ignores instructions given as set out in this clause, Customer will be in default immediately.

9.6. Data Protection and GDPR Compliance

9.6.1. Roles and Responsibilities

If Customer is the 'controller' ('verantwoordelijke') in terms of the General Data Protection Regulation (GDPR) and Supplier is the processor of personal data in terms of GDPR for Customer.

Customer acknowledges that the data processing as instructed to Supplier is lawful. Customer also acknowledges that it has ascertained that Supplier offers appropriate technical and organizational measures as referred to in Article 28 paragraph 1 of the GDPR, which also includes security measures as referred to in Article 32 of the GDPR.

The Supplier acts as a Processor in the sense of the GDPR and, for that reason, has no control over the purpose of and the means for the Personal Data processing and, therefore, does not make any decisions on, among other things, the use of the Personal Data. Customer will indemnify Supplier against any allegation as a result of a violation of any person's privacy related to the foregoing.

Where Customer is authorized, Customer explicitly agrees with the registration of (privacy)information of users in the privacy registration of Supplier for administrative and management purposes. The privacy registration will contain, amongst others, Identification Codes and Process-data and will only be accessible for Supplier. This information will not be provided to third parties, in the sense of GDPR, unless the Supplier is obligated to do so on the basis of a court order.

9.6.2. Processing of Personal Data

The Supplier processes the Personal Data on the Client's behalf and in accordance with the written instructions agreed upon by the Supplier and the Client. The Supplier is allowed to use third parties (Subprocessors) when processing Personal Data to deliver the Products and Services.

9.6.3. Client's Compliance and Guarantees

The Client guarantees vis-à-vis the Supplier that it acts in compliance with the GDPR, that its systems and infrastructure are at any time appropriately secured, and that the content, the use, and the Processing of the Personal Data are lawful and do not breach any third-party rights.

9.6.4. Liability for Administrative Fines

The Client is not entitled to seek recovery from the Supplier of an administrative fine imposed on the Client by the supervisory authority on whatever legal ground.

9.6.5. Supplier's Right to Disclose Personal Data

The Supplier is entitled to provide Personal Data to third parties if and insofar as this is required pursuant to a judicial decision or a statutory requirement, on the basis of an authorized order by a public authority.

9.6.6. Costs of Compliance Activities

If, in response to a request or a lawfully issued order by a public authority, or in the context of a statutory obligation, the Supplier is required to perform activities related to data of the Client, the Client's employees, or users, any costs involved in this may be charged to the Client.

9.7. Liability for Client-Supervised Activities

The Supplier does not accept any liability for the quality of the results of the activities performed under the Client's supervision and instructions.

10. Dispute Resolution and Governing Law

10.1. Governing Law

These Terms and Conditions and any agreements between the Supplier and the Client are governed by and construed in accordance with the laws of the Netherlands. The applicability of the Vienna Convention 1980 (The United Nations Convention on Contracts for the International Sale of Goods (CISG)) is excluded.

10.2. Arbitration

Any disputes that may arise from an agreement between the parties and/or from any further agreements deriving from this agreement are resolved by arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes (Stichting Geschillenoplossing Automatisering – SGOA – (www.sgoa.eu)), without prejudice to either party's right to request preliminary relief in relief proceedings or arbitral preliminary relief proceedings and without prejudice to either party's right to attach property before judgment. Arbitration proceedings take place in Amsterdam, or in any other place designated in the Arbitration Regulations.

10.3. Cantonal Court Proceedings

If a dispute arising from an agreement entered into by the parties or from any further agreements deriving from this agreement is within the jurisdiction of the cantonal section of the Netherlands District Court (kantongerecht), either party is entitled, notwithstanding the provisions of Article 10.2, to bring the case as a cantonal court case before the competent district court in the Netherlands. Parties are only entitled to initiate these proceedings if arbitration proceedings concerning the dispute have not yet been instituted under the provisions of Article 10.2 "[Arbitration](#)". If, with due observance of the provisions of this, either

party has brought the case before the competent district court to be heard and decided, the cantonal judge of that district court is competent to hear the case and to decide on it.

10.4. Mediation

Regarding a dispute that arises from an agreement entered into by the parties or from any further agreements deriving from this agreement, either party is always entitled to institute ICT mediation proceedings in accordance with the ICT Mediation Regulations of the Foundation for the Settlement of Automation Disputes (Stichting Geschillenoplossing Automatisering – SGOA – (www.sgoa.eu)). The other party is then obliged to actively participate in the ICT mediation proceedings that have been instituted. This legally enforceable obligation includes having to attend at least one joint meeting of mediators and parties, in order to give this extrajudicial form of dispute resolution a chance of success. Either party is free to terminate the ICT mediation proceedings at any time after this first joint meeting of mediators and parties. The provisions of this paragraph do not prevent either party, if deemed necessary, from requesting preliminary relief in preliminary relief proceedings or in arbitral preliminary relief proceedings nor do they prevent either party from attaching property before judgment.

11. Changes, Amendments and Termination

11.1. Changes and Amendments

We reserve the right to introduce significant changes to these Terms and any accompanying legal documents. Such changes will be communicated to you via email. The changes will become applicable, unless objections against modifications are made in writing within 30 (thirty) days of the notification date of the change. You can request to have your account deleted by emailing contact@salesautomation.io.

11.2. Termination

11.2.1. Termination by Customer

An agreement between Supplier and Customer, for which no further term has been agreed, has a term of 1 (one) year if the delivery concerns a Service for which a periodic fee is charged. If this agreement is not terminated or not timely terminated, it shall be extended repeatedly in increments of 1 (one) year.

Termination of the agreement occurs by means of a registered letter, which must be received by the other party no later than 40 (forty) days prior to commencement of the extension date of the agreement.

Each party has the right to terminate the agreement wholly or partially without judicial intervention by means of a signed registered letter. This can be done if, after notifying the breaching party in writing of a failure to fulfil its obligations, the breaching party then fails to meet the aforesaid obligations within a reasonable period of time. If, at the time of the termination for breach, the Client has already received goods or services in the performance of the agreement, this performance and the relevant payment obligations cannot be undone unless the Client proves that the Supplier is in default with respect to the essential part of the performance due. With due regard to the provisions of the preceding sentence, sums invoiced by the Supplier prior to the termination for breach in connection with what has already been properly performed or delivered in the performance of the agreement remain due in full and become immediately payable at the time of the termination for breach.

We have the right to, notwithstanding its right to claim full compensation for damages, immediately terminate the agreement, wholly or partially, without judicial intervention through means of a non-judicial declaration and/or withdraw and/or annul an offer if Customer is a person and becomes deceased, if Customer submits a legal request for debt restructuring, (also including WSNP) if bankruptcy or suspension of payment has been filed for Customer, if Customer is in a state of bankruptcy or suspension of payment has been granted or if Customer's company is liquidated or ended for any reason other than reconstruction or company merger, or a substantial part of its assets are subject to a prejudgment and / or

execution order or the Customer's company loses the free disposal thereof. In these cases, any claim by Supplier will be immediately due, and Supplier will not be liable for this termination.

After the agreement has been ended, for any reason, Customer can no longer obtain any of the rights provided by the agreement, leaving unhindered the existence of the obligations of both parties which by their nature continue automatically after the conclusion of their agreement, such as but not limited to, obligations concerning property rights, confidentiality and non-competition.

11.3. Transfer of Rights and Obligations

The agreement between Supplier and Customer and the rights and obligations, which flow forth from this agreement, cannot be transferred to a third party by Customer without the prior written consent from Supplier.

Customer gives Supplier in advance the right, without needing the explicit approval of Customer, to transfer the whole agreement or parts thereof to:

- Holding-, sister- and/or subsidiary companies;
- A third party in the case of merger or acquisition of Supplier.

In the event this happens, the Supplier will inform the Customer.

12. Contact Information

For inquiries or questions, please contact us by email at contact@salesautomation.io.