

**GENCOMM
TERMS AND CONDITIONS**

1. DEFINITIONS

The following definitions have the following meaning:

Account	the corporate account of the Company on the Platform.
Agreement	the (online) sign up or subscription form including the Terms.
Company	Generative Commerce B.V. incorporated under the laws of the Netherlands and having its registered office at Lijnbaansgracht 119-1, (1016 VV) Amsterdam, the Netherlands.
Data	the data as from time to time provided, requested or processed under the Services.
Platform	the websites and apps of the Company on which the Services are offered.
Privacy Statement	the privacy statement of The Company.
Products	the products as from time to time made available and/or offered through the Services.
Services	the offer and enabling of the SAAS platform (including the Products) through which machine-learned customer lead scores are provided to the User, either via direct database integration or through the use of the Gencomm frontend. Scores are provided in near-real time upon upload to the Gencomm system and are used to optimize the User's sales and marketing efficiency.
Terms	these terms and conditions (including the Privacy Statement), all as amended or supplemented from time to time.
User	the user of the Services and the entity which has signed up on the Platform and/or uses the Services.

2. APPLICABILITY TERMS

- 2.1 The Terms apply to the legal relationship between the Company and User and to the Services as – from time to time – offered, managed, maintained, supplied and/or made available by the Company (including the use of the Platform).
- 2.2 By registering as User, opening an Account, using the Platform and/or the Services, the User agree to and accept the Terms that will govern the Agreement.

3. ACCOUNT AND PLATFORM

- 3.1 In order to use the Platform, Products and Services, you must log in to the Platform and create an Account. The User shall keep and treat its login details confidential and not to share them with third parties and promptly inform the Company of any loss of log in details or unauthorized access of the Account.
- 3.2 Unauthorized use or sharing of login details is prohibited. The Company is at all times entitled to (temporarily) suspend the Account or User in the event of a breach of these Terms or unlawful use of the Account or Platform.
- 3.3 The User is free to delete and/or cancel its Account at any time (without the right to refund of any paid fees).

4. SERVICES AND DATA USAGE

- 4.1 Subject to the terms of the Agreement, the Company undertakes to offer the Services in a good, professional, workmanlike manner with reasonable skill and care.
- 4.2 The Company collects and processes the Data to render the Services and for machine learning, business intelligence, research, analytical and other internal purposes. The Company may further use (aggregated and anonymized) data for improving the Services.

- 4.3 The User shall own all raw Data provided to the Company. The Company shall own all aggregated, anonymized and/or calculated Data it has processed and/or generated under or pursuant to the Services (including the results and outcome).
- 4.4 The Company grants a limited, royalty free and fully paid up right and license to the User to use the Services Data and the Data as generated under or pursuant to the Services for its own purposes and interest. Save for the use in accordance with the aforementioned right and license, the User shall not sell, monetize, transfer, publish or otherwise disclose the Data to any third party without the Company's prior written approval.
- 4.5 In order to fully benefit from the Services, the User shall ensure that the Data provided or otherwise made available on the Platform or Services is true, accurate and correct and shall be updated where needed and possible.
- 4.6 The Company may – from time to time – provide updates, upgrades, patches, enhancements, or fixes for the Services or Products to its customers generally without additional charge (the "**Updates**"), and such Updates will become part of the Services and subject to this Agreement; provided that the Company shall have no obligation under this Agreement or otherwise to provide any such Updates. The User understands that the Company may make improvements and modifications to the Services at any time in its sole discretion.

5. **FEES FOR THE SERVICES**

- 5.1 The fees due for the Services are set out in Appendix 1 and shall be payable by the User in advance for the relevant subscription period.
- 5.2 All prices are exclusive of VAT (unless stated otherwise).
- 5.3 Unless indicated or agreed otherwise, all invoices are due as of the date of invoice and must be paid by the Company within 14 days of the invoice date via the payment methods as indicated in the invoice.
- 5.4 All prices and fees are not (wholly or partly) refundable, reducible or transferable.

6. **TERM AND (CONSEQUENCES) TERMINATION**

- 6.1 Unless agreed otherwise, the User shall sign up for the relevant subscription as indicated and agreed in the sign up process (each period, the relevant "**Subscription Period**"). The agreement may be terminated by the User at 14 days before the end of the relevant Subscription Period.
- 6.2 The Company may delete the User's Account if the User has not used the Account for 12 months. Each Party may terminate and/or rescind the Agreement with immediate effect in the event of a material breach by the other Party or in the event of bankruptcy or suspension of payment in respect of the other Party.
- 6.3 In the event of termination or dissolution of the agreement, the following articles remain in force: 5.4, 7, 8 and 10.

7. **INTELLECTUAL PROPERTY RIGHT, PRIVACY**

- 7.1 The Platform (including the Products and Services and the associated systems, applications and software as well as all brand names, logos, content (pictures, videos, etc), information, images and design) are the intellectual property rights of and owned by the Company (or its licensors). Unless agreed otherwise, the intellectual property rights of the Company (or its licensors) may not be copied or otherwise used in any way without written permission from the Company.
- 7.2 Unless agreed otherwise, the User shall not in any form or fashion reproduce, modify, copy, publish, reverse-engineer, disassemble, decompile, modify, distribute, use or make available to the public for any reason whatsoever (whether in print or electronic form) the Platform, Products or Services (including any software or application contained in or available on our Platform). The User shall not attempt to obtain or access the source code of our Platform.

7.3 The Company does not process personal data as part of the Services. The Company only processes the personal data of and related to (persons representing or connected to) the User for sign up/sign in on the Platform, all in accordance with the privacy and cookie statement published on the Platform. To the extent permitted by law, the User hereby agrees to the processing of personal data in accordance with the Privacy Statement and shall inform its personnel and users of the Privacy Statement (including the purpose of processing of their personal data).

8. **DISCLAIMER AND LIABILITY**

8.1 The Company offers the Platform and Services (including the Data) on an "as is" and "as available" basis. The Company does not assume any responsibility for the Data generated, processed or otherwise made available on or through the Platform.

8.2 The User accepts that the Platform (including Products and Services) (in whole or in part) may be unavailable due to maintenance, update, upgrade, downtime, malfunction, outage, interruption, bugs, errors, force majeure or improper functioning (for whatever reason).

8.3 The Company is only liable towards the User in the event of an attributable shortcoming in the performance of its obligations under these Terms.

8.4 Save as set out otherwise, the total liability of the Company (whether in contract, for tort or otherwise) for all claims, liabilities, losses and damages under or pursuant to these Terms (or otherwise) shall not exceed EUR 100 per event or series of related events. The exclusions and limitations referred to in this Clause will not apply for damages caused by the Company's fraud or willful intent.

8.5 Except as expressly required by law, under no circumstances will the Company be liable for any indirect, special, punitive, exemplary, consequential or incidental damages, such as but not limited to loss of revenue, profits, data, business, goodwill, claim, or anticipated savings, and reputational damages however caused (even if advised of the possibility of such damages). All damages are strictly limited to direct damages actually paid, suffered or incurred, subject to this Clause 8.

9. **MISCLEANNEOUS**

9.1 The Company may change these terms and conditions at any time with due observance of a term of 15 days after announcement of the change on the Platform or by electronic notification. Changes of minor importance or as a result of changes in applicable laws/regulations can be made at any time. If the Company does not wish to accept a change or addition, the Company can immediately terminate the agreement.

9.2 If a provision of these Terms is found to be invalid, this will not affect the validity of the other provisions. The invalid provision will be replaced by a valid provision that is as close as possible to the same as the old provision.

9.3 Parties agree to keep and treat as strictly confidential and not disclose to any third parties any of the confidential information relating to the other Party that was received or obtained in connection with this Agreement or that relates to the provisions, content or subject matter of this Agreement and the terms of this Agreement, together with any information, documentation or material marked as such or can be regarded as such, except where such data is used by the Company or User in furtherance of this Agreement (subject to Clause 4).

10. **APPLICABLE LAW AND COMPETENT COURT**

The Agreement shall be exclusively governed by Dutch law. All disputes or conflicts arising or related to the Agreement will be submitted exclusively to the competent court in Amsterdam.

IN WITNESS WHEREOF, these conditions are entered into with effect from the date first set out below.

Company Name:

Signature _____

Name:

Title:

Date Signed: _____