

GENERAL TERMS AND CONDITIONS

1. Applicability

- 1.1 These general terms and conditions are applicable to all quotations and offers made by MICE Operations, all activities and services provided by MICE Operations and all agreements with MICE Operations.
- 1.2 Any deviations from or additions to the general terms and conditions are only valid if they have explicitly been agreed in writing.
- 1.3 The applicability of any general terms applied by the Customer are herein excluded.

2. Definitions / general conditions

- 2.1 In these general terms and conditions the following definitions apply:
 - a. GDPR: General Data Protection Regulation
 - b. Service: granting a user licence for the event planning Software, its intellectual property owned by MICE Operations, as well as providing related support services;
 - c. User: the third party who uses the Software via the Customer's website or via MICE Operations;
 - d. Customer: the legal entity which, or the person who, enters into an Agreement with MICE Operations;
 - e. MICE Operations: the private company with limited liability MICE Operations B.V. with its registered office and principal place of business at Saksen Weimarplein 6 in (4818 LD) Breda, listed in the Dutch Trade Register of the Chamber of Commerce under number 61737380;
 - f. Agreement: the Agreement between MICE Operations and the Customer with regard to providing the Service;
 - g. Software: online application called MICE Operations for event and meeting venues, for managing and planning events and the planning module for third-party event scheduling;
 - h. Website: the Customer's website on which the Software will be installed.
- 2.2 The invalidity and/or annullability of one or more provisions in these general terms and conditions shall not affect the validity of the remaining provisions. At that time the parties will consult in order to agree new provisions to replace the invalid or annulled provisions, taking into account as much as possible the purpose and purport of the original provision.
- 2.3 These general terms and conditions are made available on the Website, where they can be downloaded, saved and printed.
- 2.4 MICE Operations is entitled to amend the general terms and conditions unilaterally at any time. Amended general terms and conditions shall be deemed to have been accepted if the Customer has not objected to the amended terms and conditions in writing within 30 days of the amended general terms and conditions having been sent or having become known to the Customer.

3. Formation of the Agreement

- 3.1 All verbal and written offers and quotations of MICE Operations are without any obligation, unless explicitly stated otherwise.
- 3.2 Offers are open to acceptance for 30 days, unless explicitly indicated otherwise in writing.
- 3.3 MICE Operations explicitly reserves the right to reject applications or to make changes in offers and quotations, or to withdraw them at any time.
- 3.4 If the price or other data in an offer, quotation or Agreement is based on a clear mistake or obvious writing error, MICE Operations will not be bound to honour the offer, quotation or Agreement including the mistake or writing error.
- 3.5 An Agreement is formed by MICE Operations receiving the quotation signed by the Customer, except in the situation that MICE Operations has already actually performed the Agreement and this is or should have been known to the Customer.
- 3.6 Technical data, design and functionalities mentioned on the Website, as well as in offers and/or quotations, are not binding on MICE Operations, within the sense that minor deviations do not give the Customer the right to dissolve or annul the Agreement or to suspend its (payment) obligations.

4. Price and payment

- 4.1 All prices quoted are expressed in euros and excluding turnover tax and other costs, such as import duties, levies etc. (unless otherwise stated).
- 4.2 MICE Operations is entitled to change the prices of services provided by it, if these changes are the result of certain cost-determining factors, of any nature whatsoever, which were not foreseeable at the formation of the Agreement and the price change is reasonable.
- 4.3 MICE Operations may index the prices in this respect once every year. The starting point is the service price index of Statistics Netherlands ('CBS'). Prices are every year index-linked on 1 January.
- 4.4 MICE Operations invoices its fee every year in advance, unless otherwise agreed.
- 4.5 The payment period for settlement of MICE Operations' invoices is fourteen (14) days after the invoice date, unless explicitly otherwise agreed in writing.
- 4.6 Payment should only take place in euros via transfer into the bank account indicated by MICE Operations.
- 4.7 If the Customer does not fulfil its obligations or does not fulfil them within due time, MICE Operations will be entitled to suspend the performance of the Agreement with immediate effect, or to dissolve the Agreement (in whole or in part) without judicial intervention, without MICE Operations being able to be held to pay compensation of damages in this respect.
- 4.8 If the invoices are not settled within the agreed payment period, the Customer will be in default by operation of law and MICE Operations will be entitled to increase the outstanding amount by the statutory commercial interest.
- 4.9 At the moment that MICE Operations has to hand over its claim for collection, MICE Operations will be entitled to charge the Customer with collection costs, equal to 15% of the outstanding invoice amount.

- 4.10 Any set-off by the Customer with regard to MICE Operations or suspension of its payment obligations to it is explicitly excluded.
- 4.11 Payments made by the Customer first serve to settle all interest and costs due and subsequently due and payable invoices that have been outstanding the longest, even if the Customer explicitly states at the time of payment that the payment relates to a(n) (later) invoice.

5. Software user license

- 5.1 MICE Operations grants a user licence to the Customer for the use of the Software, and MICE Operations also provides the agreed user documentation, all this for the duration of the Agreement.
- 5.2 The right to use of the Software pursuant to the user license is non-exclusive, non-transferable pursuant to Section 3:83 subsection 2 of the Dutch Civil Code, non-pledgeable and non-(sub)licensable. The Customer is not allowed to allow third parties to use the Software or give access to the Software in any way whatsoever, unless otherwise agreed in writing.
- 5.3 The user documentation explicitly does not include the so-called object code(s) and/or source code(s) of the Software, or the technical documentation created during the development of the Software.
- 5.4 MICE Operations is at all times entitled to take (technical) measures against unlawful use of the user license or of the Software. The Customer is explicitly not allowed to remove or otherwise disable security measures intended to protect the Software or to make any other changes to the Software.
- 5.5 The Customer is at all times obliged to cooperate with any investigation initiated by (or on behalf of) MICE Operations regarding compliance with the agreed usage restrictions, including access to systems. MICE Operations will treat any confidential information that becomes known to it as a result with the utmost confidentiality.

6. Commencement of the Service and acceptance

- 6.1 Within a reasonable time after entering into the Agreement MICE Operations will install the Software and make it ready for use by the Customer.
- 6.2 The Customer is obliged to provide immediately the necessary facilities for the installation and operation of the Software.
- 6.3 For fourteen (14) days after installation of the Software, the Customer is obliged to verify whether the Software supplied meets the functional or technical specifications made known by MICE Operation. The Software is considered as accepted between the parties in the event that:
 - a. the Customer does not submit any complaints via support@miceoperations.com within the test period of fourteen (14) days; or
 - b. the complaints submitted within the test period have been remedied.

7. Availability, updates and maintenance

- 7.1 MICE Operations has the obligation to perform to the best of its abilities to keep its Software available to the Customer without interruption, but does not offer any guarantees in this respect, unless agreed otherwise in writing.

- 7.2 MICE Operations is entitled to take the Software temporarily out of operation in connection with maintenance, modification or improvement of the Software. Such non-operation will be announced at least twelve (12) hours in advance (excluding unscheduled maintenance in case of acute breakdowns), whereby MICE Operations will endeavour to schedule the non-operation of the service at times when it causes the least possible inconvenience to the Customer. MICE Operations will never be liable for any damage suffered by the Customer as a result of the non-operation.
- 7.3 MICE Operations has set up a questions helpdesk that can be accessed by the Customer via an e-mail address and telephone number during the office hours notified to it. MICE Operations will make efforts to answer the questions within a reasonable period.

8. Backup and security

- 8.1 Without obligations MICE Operations makes a backup every day of the data processed in the Software. MICE Operations does not offer any warranty for the availability of backup data.
- 8.2 MICE Operations uses so-called SSL certificates in order to secure data transfer.

9. Personal data and cookies

- 9.1 If personal data have been entered into the Software by the Customer or the User, MICE Operations shall be considered as a processor within the meaning of the GDPR and the Customer shall be considered as a data controller within the meaning of the GDPR. MICE Operations and the Customer will enter into a processing agreement for this purpose.
- 9.2 MICE Operations will take care of a suitable security level, considering the risks involved in processing personal data. However, this security is limited to systems or infrastructure within the control of MICE Operations and in no way relieves the Customer of its obligations under the GDPR.
- 9.3 If by virtue of a legal obligation the Customer has to change, delete or transfer data, MICE Operations will cooperate with this, subject to reimbursement by the Customer of the reasonable costs to be incurred (time spent and hourly rate) by MICE Operations
- 9.4 The Software may use cookies. Therefore the Customer is obliged to inform the User of this and seek its consent.
- 9.5 MICE Operations has formulated a privacy statement for the purpose of using the Software.

10. Liability

- 10.1 The total liability of MICE Operations due to an attributable failure in the performance of the Agreement or on any legal ground whatsoever, also explicitly including any failure in the fulfilment of any warranty obligation agreed with the Customer, is limited to the compensation of the direct loss up to a maximum of the amount that the liability insurance of MICE Operations has paid out in such a case.
- 10.2 Under no circumstances will MICE Operations be liable for indirect loss, including consequential loss, lost profits, incurred losses including loss of data, as well as missed orders and missed savings.

- 10.3 MICE Operations is not liable for damages of any nature whatsoever, caused because MICE Operations has relied on incorrect and/or incomplete data provided by the Customer.
- 10.4 The condition for the creation of any right to compensation is at all times that the Customer notifies MICE Operations in writing as soon as possible of the damage from the moment it has been caused. Any claim for damages against MICE Operations will lapse by the mere expiry of six (6) months from the occurrence of the damage, unless the Customer has filed an action for damages before the expiry of that period.
- 10.5 The Customer shall indemnify MICE Operations against all claims of third parties arising from the performance of the Agreement for which the cause is attributable to others than MICE Operations.

11. Force majeure

Neither party will be required to comply with any obligation, including any statutory and/or agreed warranty obligation if the party is prevented from doing so by force majeure. Any force majeure on the part of MICE Operations includes but is not limited to:

- a. force majeure of MICE Operations' suppliers;
- b. failure of suppliers prescribed to MICE Operations by the Customer to properly fulfil their obligations ;
- c. defectiveness of items, equipment, software or materials of third parties, the use of which has been prescribed to MICE Operations by the Customer;
- d. government measures;
- e. power cuts;
- f. interruption of internet, data network or telecommunications facilities; and
- g. strike by MICE Operations' personnel.

If a force majeure situation lasts longer than sixty calendar days, either party will be entitled to dissolve the Agreement in writing, without any obligation to pay damages in that case.

12. Intellectual property

- 12.1 All intellectual property rights to all Software made available under the Agreement as well as preparatory material for it (including user documentation), are vested in MICE Operations or its licensors. The Customer only acquires a right of use and is therefore not allowed to reproduce, copy or use the Software or other materials other than as permitted under the user licence.
- 12.2 The Customer is obliged to respect the intellectual property belonging to the Service and the Software provided and to refrain from infringing the rights of MICE Operations, or enabling a third party to infringe them.
- 12.3 For each violation of the first and second paragraphs, the Customer will owe an immediately due and payable penalty of € 10,000.00, to be increased by € 1,000.00 for each day or part of a day that the violation continues, or has not been undone, notwithstanding the right of MICE Operations to recover its damages from the Customer, or to demand fulfilment.

13. Confidential information

The Customer shall not reveal or disclose any confidential information of MICE Operations to third parties. The term confidential information means: any financial, commercial, technical or other information which MICE Operations has designated as confidential or which should reasonably be understood to be confidential, including but not limited to: (information about) intellectual property rights, know-how, price lists, quotations, customers and business relations, suppliers, designs, drawings and intended business transactions.

14. Termination of Agreement

- 14.1 The Agreement has been entered into for the duration of one (1) year, unless otherwise agreed in writing.
- 14.2 The Agreement is each time tacitly deemed to have continued for an equal duration, unless the Agreement is terminated by the Customer, with due observance of one (1) month's notice in writing as of the end of the current period.
- 14.3 The Agreement can only be terminated in writing via surface mail or e-mail (to: info@miceoperations.com).
- 14.4 In the event that the Agreement ends for any reason whatsoever, the Customer's right of use will end immediately and the Customer will immediately be denied access to the Service and the associated Software.

15. Applicable law and forum agreed upon

- 15.1 These general terms and conditions, as well as all Agreements concluded by MICE Operations with the Customer, are exclusively governed by Dutch law. Even if all or part of an obligation is or will be performed abroad or if the Customer is domiciled or established abroad, Dutch law shall apply exclusively.
- 15.2 Any disputes between the Customer and MICE Operations shall in first instance be attempted to be resolved by mutual consultation, after which the dispute will (if desired) be submitted to the competent court of the District Court of Zeeland-West Brabant, based in Breda.