

General Terms and Conditions

The Agreement contains the general terms and conditions that apply to all Order Forms, free trials or other forms of use of the software and services of:

FinDock B.V., a corporation with limited liability under the laws of the Netherlands, registered with the Chamber of Commerce under number 60932317, whose registered office is at De Bleek 7, 3447 GV Woerden, The Netherlands, hereby validly represented by Mr. B. Visser, (hereinafter referred to as: "**FinDock**" or "**Supplier**"),

Clause 1. Definitions

1.1 Capitalized terms shall have the meaning given to it in this clause:

Active Contact	a Salesforce contact record that has any new payment data related during a calendar month.
Affiliates	any current or future worldwide entity that directly or indirectly is in Control of, is controlled by, or is under common Control with either Party. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
Agreement	the Order Form together with the Terms and Conditions and the DPA.
Billing Date	the date on which FinDock sends it's invoice.
Billing Period	the period between two Billing Dates.
Content	information obtained by FinDock from third party content providers and made available to Customer through the Service.
Customer	in the case of an individual accepting the Order Form on his or her own behalf, such individual, or in the case of an individual accepting the Order Form on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting the Order Form, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.
Customer Data	electronic data and information submitted by or for Customer to the Service, excluding Content.
Documentation	the Service's fact sheet and service level standard, as updated from time to time, which are accessible via www.findock.com/factsheet , www.findock.com/sls and www.findock.com/psp .

DPA	the Data Protection Addendum, which can be found on https://www.findock.com/legal .
Terms and Conditions	these general terms and conditions.
FinDock Technology	all of FinDock's proprietary technology (including software, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by FinDock in providing the Service.
Intellectual Property	all (future) right, title, and interest, including, without limitation, all copyrights, patents, trademarks, trade secrets, other intellectual property rights related to the software, source codes, products, programs, knowhow, concepts, techniques, inventions, and designs.
License Term	the term between the order start date and the order end date as specified in the Order Form.
Malicious Code	code inserted in a software system or web script intended to cause undesired effects, security breaches, or damage to a system.
Monthly/Unit Price	The prices shown on the Order Form.
Order Form	an ordering document specifying the Service to be provided hereunder that is entered into between Customer and FinDock or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of the Agreement as if it were an original party hereto.
Order End Date	The end date specified in the Order Form.
Order Start Date	The start date specified in the Order Form.
PayLink Transaction	a successfully actioned PayLink. This is counted every time a payment is successfully initiated by the end-customer on a FinDock PayLink page.
Products	the products as described on the Order Form.
Purchased Service	means the Service that Customer or Customer's Affiliate purchases under an Order Form as distinguished from the Service pursuant to a free trial.
Service	the activation and provision of the Products which are part of the Purchased Service or a free trial, as the case may be, as described in the Documentation.
Salesforce	a cloud-based customer relationship management solution that operates via the website www.salesforce.com .

Support	the support given by FinDock under the license, as agreed with the Customer and as described in the service level standard which can be found on www.findock.com/sls , as updated from time to time.
Total Price	The total price specified in the order form
Transaction	a payment record in the FinDock data model in the 'cpm__Payment__c' object.
User	in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting the Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use the Service.
Volume	<p>Users may include, for example, employees, consultants and contractors of Customer. Unless otherwise defined on the Order Form, all FinDock products are offered with an unlimited number of Users.</p> <p>the number of Active Contacts, PayLink Transactions, Transactions and any other forms of payment through the Service.</p>

- 1.2 Words importing the singular include the plural and vice versa, words importing a gender include every gender.
- 1.3 The headings in these Terms and Conditions are inserted for convenience only and shall not affect the interpretation or construction of this document

Clause 2. FinDock's responsibilities

- 2.1 Subject to Customer paying all fees set out in Order Forms, FinDock grants Customer a non- exclusive, non-transferable, worldwide right to use the Service for the License Term, solely for Customer's own internal business purposes, subject to the terms and conditions of the Agreement. All rights not expressly granted to Customer are reserved by FinDock and its licensors.
- 2.2 FinDock will:
 - a. make the Service and Content available to Customer pursuant to the Agreement, and the applicable Order Forms and Documentation;
 - b. provide applicable FinDock standard Support for the Purchased Service to Customer at no additional charge, and/or upgraded Support if purchased;
 - c. use commercially reasonable efforts to make the online Purchased Service available 24 hours a day, 7 days a week, except for:
 - (i) planned downtime of Customer's Salesforce environment
 - (ii) planned downtime of FinDock, of which FinDock shall give advance electronic notice, and
 - (iii) any unavailability caused by circumstances beyond FinDock's reasonable control and in case of force majeure as stipulated in Clause 10, and

- d. provide the Service in accordance with Dutch laws and government regulations, and subject to Customer's use of the Service in accordance with the Agreement and the Documentation.

Clause 3. Use of service

3.1 Customer is responsible for all activity occurring under Customer's use of the Service and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service, including but not limited to those related to data privacy, international communications and the transmission of technical or personal data.

3.2 Customer will:

- a. be responsible for Users' compliance with the Agreement and Order Forms,
- b. be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services,
- c. prevent unauthorized access to or use of Services, and notify FinDock promptly of any such unauthorized access or use and
- d. use Services only in accordance with the Agreement and applicable laws and government regulations.

Any use of the Services in breach of the foregoing by Customer or Users that in FinDock's judgment threatens the security, integrity or availability of FinDock's services, may result in FinDock's immediate suspension of the Services, however FinDock will provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.3 In order to use the Service Customer must have access to a Salesforce environment, of Enterprise Edition or higher, to use the Service. Customer will be responsible for procuring and maintaining this Salesforce environment directly with Salesforce.com and Customer will ensure that such agreement with Salesforce remains in force during the License Term. Customer is responsible for all settings (including administrator settings) in relation to the Salesforce environment and Customer will be responsible for the consequences of those settings on the Service.

3.4 Customer is responsible for contracting the required payment service providers in order to use the Service as described in the Documentation (www.findock.com/psp).

3.5 Customer will not:

- a. make the Service or Content available to anyone other than Customer or Users, or use the Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation,

- b. sell, resell, license, sublicense, distribute, make available, rent or lease the Service or Content, or include the Service or Content in a service bureau or outsourcing offering,
 - c. use the Service to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights,
 - d. use the Service to store or transmit Malicious Code,
 - e. interfere with or disrupt the integrity or performance of the Service or third-party data contained therein,
 - f. attempt to gain unauthorized access to the Service or Content or its related systems or networks,
 - g. permit direct or indirect access to or use of the Service or Content in a way that circumvents a contractual usage limit, or use the Service to access or use any of FinDock's intellectual property except as permitted under the Agreement or the Documentation,
 - h. modify, copy, or create derivative works based on the Service or any part, feature, function or user interface thereof,
 - i. copy Content except as permitted herein or in an Order Form or the Documentation,
 - j. frame or mirror any part of the Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation,
 - k. except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Service or Content or access it to
 - (i) build a competitive product or service,
 - (ii) build a product or service using similar ideas, features, functions or graphics of the Service,
 - (iii) copy any ideas, features, functions or graphics of the Service or any other Intellectual Property, or
 - (iv) determine whether the Service is within the scope of any patent.
- 3.6 FinDock reserves the right, without liability or prejudice to its other rights, to disable Customer's access to any material or aspect of the Service, or the entire Service in the event that Customer breaches one of the provisions of clause 3.5.

Clause 4. Fees and payment

- 4.1 Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form,
- a. payment obligations are non-cancellable and fees paid are non-refundable,
 - b. payment of the fees shall be made without any (recourse to) discount, suspension or offsetting and

- c. Fees are exclusive of VAT or any other taxes, duties or tariffs, and shall be yearly indexed, after renewal of a License Term, based on the Year on Year Consumer Price (<https://www.cbs.nl/en-gb/series/consumer-prices>).
- 4.2 In addition to the price indexation as stipulated in clause 4.1c, FinDock shall be entitled to an increase of the fees payable under the Order Form once a year on or after renewal of a License Term and in any case with a maximum of 5% of the fees.
- 4.3 Notwithstanding any increases in accordance with clauses 4.1c and 4.2, FinDock is entitled to increase the fees payable after notifying the Customer, provided that the increased fees shall only apply in relation to Order Forms made on or after the date of the notification.
- 4.4 Unless stipulated otherwise in the Order Form, all fees and charges due will be invoiced in advance and payable within 30 days of the Billing Date. Customer provides FinDock with complete and accurate billing and contact information, including business name, registered company name, address, and contact details of an authorized billing contact. Customer shall notify FinDock immediately in writing of any change to this information.
- 4.5 The Monthly/Unit Price shown on the Order Form is rounded to three decimal places for display purposes. Actual price may be up to eight decimal places. The totals for that specific order have been calculated using the actual price, rather than the Monthly/Unit Price shown on the Order Form, and are the true and binding totals for that specific order.
- 4.6 FinDock may monitor and review Customer's use of FinDock Active Contact subscriptions, FinDock PayLink Transactions and/or FinDock Transaction subscriptions at any time through the Service. Customer will be invoiced on the Billing Date for the Billing Period prior to this Billing Date for the respective number of Active Contacts, PayLink Transactions and/or FinDock Transactions that exceed the contractual agreed volume. The excess will be calculated as follows:
 - a. For Active Contacts and FinDock Transactions: the contractual exceeding Active Contacts respectively FinDock Transactions are calculated based on the unit price mentioned on the Order Form times the number of Active FinDock Contacts respectively FinDock Transactions exceeding the average monthly agreed volume within the Billing Period prior to the Billing Date;
 - b. For PayLink Transactions: the excess PayLink Transactions will be billed using the unit price mentioned on the Order Form, in groups of 500.
- 4.7 Unless FinDock, in its sole discretion, decides otherwise:
 - a. entities with headquarters and a majority of users resident in the United States will be billed in U.S. dollars (US\$) and subject to U.S. payment terms and pricing schemes;

- b. entities with headquarters and a majority of users resident in Europe will be billed in Euro's (EUR) and subject to Dutch payment terms and pricing schemes;
 - c. entities with headquarters and a majority of users resident in the United Kingdom will be billed in Great British Pounds (GBP£) and subject to UK payment terms and pricing schemes; and
 - d. all other entities will be billed in such currency and subject to such payment terms as FinDock shall in its sole discretion determine.
- 4.8 If Customer believes FinDock's invoice is incorrect, Customer must contact FinDock in writing within 30 days of the invoice date of the invoice in question to be eligible to receive an adjustment or credit. After this period, the invoice is considered accepted by Customer. Notwithstanding this, Customer shall not be entitled to set-off or withhold any payments due to FinDock under the Agreement.
- 4.9 In addition to any other rights it may have, FinDock reserves the right to suspend Customer's access to the Service if Customer fails to pay any invoice within 30 days of receiving notice that payment is overdue. The statutory interest ex article 6:119a Dutch Civil Code shall be payable on any overdue balance. Customer will continue to be charged during any period of suspension.

Clause 5. Intellectual Property rights (IP), Customer Data and personal data

- 5.1 Customer acknowledges and agrees that all Intellectual Property in the Services in any medium or any improvements, extensions, modifications, or derivative works thereto, are the sole and exclusive property of FinDock and its Affiliates. Customer does not acquire any right, title and/or proprietary interest in the Services and nothing in the Agreement shall constitute an assignment of any such rights.
- 5.2 Customer may only use the Services in accordance with the terms agreed and expressly granted to Customer herein. Customer may not copy, modify, make derivative works of, reverse engineer, decompile, disassemble, disclose or use (any part of) the Services in any medium or any improvements, extensions, modifications, or derivative works thereto, in any way that infringes the (intellectual property) rights or proprietary interests of FinDock or any third party and shall not create/produce any software solution that competes with the Services or any other product or service of FinDock and its Affiliates. Customer's use of the Software, Services and information must comply with all applicable laws and regulations.
- 5.3 Customer grants a worldwide, perpetual, irrevocable, royalty-free license to FinDock to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer relating to the operation of the Services.

- 5.4 Upon termination of the Agreement for whatever reason, Customer shall forthwith cease and keep ceased using the intellectual property rights or any related rights in the Services or any improvements, extensions, modifications, or derivative works thereto of FinDock.
- 5.5 FinDock acknowledges that it does not own any Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and for obtaining the right to use all Customer Data. Customer warrants that Customer has obtained all rights and consents necessary for FinDock to process the Customer Data in accordance with the Agreement.
- 5.6 Customer is responsible to store, maintain and back-up Customer Data, using the facilities of Customer's Salesforce environment or other facilities. FinDock shall not be responsible or liable when Customer, or Customer's subcontractors, delete, correct, destruct, damage or lose any Customer Data.
- 5.7 Customer agrees and acknowledges that FinDock has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if Customer's account is 30 days or more delinquent.
- 5.8 To the extent that FinDock processes any personal data (as defined in the DPA) contained in Customer Data, on Customer's behalf, in the provision of the Service, the terms of the DPA, which are hereby incorporated by reference, shall apply and the parties agree to comply with such terms.

Clause 6. Confidentiality

- 6.1 "**Confidential Information**" means all confidential information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, which shall include the existence and terms of the Agreement (including pricing and other terms reflected in all Order Forms hereunder), the Customer Data, the Service, Content, business and marketing plans, knowhow, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that:
 - a. is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;
 - b. was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
 - c. was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party;
 - d. is received from a bona fide third party without breach of any obligation owed to the Disclosing Party; or
 - e. any disclosure required by law.

- 6.2 The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement, except with the Disclosing Party's prior written permission.
- 6.3 Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Neither party will disclose the terms of the Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, FinDock may disclose the terms of the Agreement and any applicable Order Form to a contractor to the extent necessary to perform FinDock's obligations under the Agreement, under terms of confidentiality materially as protective as set forth herein.
- 6.4 If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.
- 6.5 If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief.

Clause 7. Representations, warranties, exclusive remedies and disclaimers

- 7.1 The Service, Content, other FinDock technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. FinDock and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Service or Content in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.
- 7.2 FinDock warrants that during an applicable subscription term the Service will perform materially in accordance with the applicable Documentation. For any breach of this warranty, Customer's exclusive remedies are those described in the "Term and Termination" section below.

- 7.3 Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. Pilot services, beta services and Content are provided “as is,” and as available exclusive of any warranty whatsoever.
- 7.4 Other than as expressly provided in these Terms and Conditions, the Service and Content is provided on an “as is” basis and all conditions, representations and warranties, whether express, implied, statutory or otherwise, are excluded to the full extent permissible by law.

Clause 8. Mutual Indemnification

- 8.1 FinDock shall indemnify and hold Customer harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys’ fees and costs) arising out of or in connection with a claim alleging that the Service directly infringes the Intellectual Property Rights of a third party, provided that Customer:
- a. promptly gives written notice of the claim to FinDock;
 - b. gives FinDock sole control of the defense and settlement of the claim (provided that FinDock may not settle or defend any claim unless it unconditionally releases Customer of all liability);
 - c. provides to FinDock all available information and assistance; and
 - d. has not compromised or settled such claim.
- 8.2 Customer shall indemnify and hold FinDock, its licensors and each such party’s parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys’ fees and costs) arising out of or in connection with:
- a. a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party,
 - b. a breach of Customer’s representations and warranties in the Agreement;
or
 - c. a claim arising from the breach by Customer or Customer’s Users of the Agreement,
- provided in any such case that FinDock:
- (i) gives written notice of the claim promptly to Customer;
 - (ii) gives Customer sole control of the defence and settlement of the claim (provided that Customer may not settle or defend any claim unless Customer unconditionally releases FinDock of all liability and such settlement does not affect FinDock’s business or Service);
 - (iii) provides to Customer all available information and assistance; and
 - (iv) has not compromised or settled such claim.

Clause 9. Limitation of liability

- 9.1 In no event shall FinDock, its Affiliates, employees, agents and subcontractors be liable to Customer pursuant to clause 8.1 to the extent that the alleged infringement is based on:
- a. Modification of the Service or Content by anyone other than FinDock (save where such modification was consented to by FinDock in writing), or
 - b. Customer's use of the Service or Content in a manner contrary to the written instructions given to Customer by FinDock, or
 - c. Customer's use of the Service or Content after written notice of the alleged or actual infringement from FinDock or any appropriate authority was provided to Customer.
- 9.2 FinDock is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, that are not provided by FinDock or any of its subcontractors. Customer acknowledges that the Service and Content may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 9.3 FinDock will not be responsible for, and shall have no liability for, any loss or damage caused by third party services used by Customer, such as financial services providers and payment services providers.
- 9.4 FinDock will not be responsible for, and shall have no liability for, any loss or damage caused by the loss of access to, the diminished use of or any other issues related to the use of the Salesforce platform.
- 9.5 Any liability of FinDock arising out of or related to the Agreement is limited to the amount paid out for the relevant claim under FinDock's insurance. If, for whatever reason, a claim is not covered by FinDock's insurance, the aggregate liability of FinDock with all of its Affiliates shall not exceed the total amount paid by Customer and its Affiliates hereunder for the Service giving rise to the liability in the twelve months preceding the first incident out of which the liability arose with a maximum of EUR 100.000,-.The foregoing limitation will apply whether an action is in contract or tort, but will not limit Customer's and its Affiliates' payment obligations under the "Fees and Payment" section above.
- 9.6 In no event will either party or its Affiliates have any liability arising out of or related to the Agreement for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort. The foregoing disclaimer will not apply to the extent prohibited by law.
- 9.7 Upon termination of the Agreement for whatever reason, FinDock shall not be liable to Customer for any compensation, damages, reimbursements, loss of prospective or anticipated profits of Customer.

- 9.8 Any claim for compensation will expire one year after the date on which Customer became aware of the damage and the possibility of FinDock's liability for the damage.
- 9.9 For the avoidance of doubt, these limitations apply to all claims for compensation, whatever their legal basis and therefore including claims based on or in connection with an indemnity, warranty or representation by FinDock.

Clause 10. Force majeure

- 10.1 Each Party shall be excused from performance in terms of the Agreement for any period and to the extent that it is prevented from performing any obligations pursuant to the Agreement, in whole or in part, as a result of a force majeure event (as described in clause 10.2 below).
- 10.2 Neither Party shall be liable for any default or delay in the performance of its obligations in terms of the Agreement if and to the extent that:
- a. such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, pandemic, epidemic, civil disorders, rebellions or revolutions in any country, strike or other labor problem (other than one involving FinDock employees), Internet service provider failure or delay or denial of service attack, changes in relevant local legislation in any country or any other cause beyond the reasonable control of such Party;
 - b. the non-performing Party is without fault in causing such default or delay;
 - c. such default or delay could not have been prevented by reasonable precautions; and
 - d. such default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means.
- 10.3 In the event that a force majeure as stipulated in this Clause 10 is responsible for a Party's failure to perform (part of) its obligations under the Agreement, or for a delay in performing those obligations, such Party shall give notice to the other Party upon it being foreseen by, or becoming known to, that Party. The performance of the Agreement will be suspended. Parties can optionally decide, with mutual consent, to an adjustment of the scope of the Agreement for a specific period of time. If the force majeure has lasted longer than thirty (30) calendar days, the other Party shall be entitled to terminate the Agreement by written notice to the non-performing Party with immediate effect and without recourse to the courts.

Clause 11. Term and termination

- 11.1 The Agreement commences on the date Customer signs the Agreement and continues until all subscriptions hereunder have expired or have been terminated, upon which the Agreement automatically comes to an end.
- 11.2 The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of discounted or one-time priced subscriptions will be at FinDock's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which the Volume or subscription length for the Service has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.
- 11.3 Either party may terminate the Agreement or reduce the Volume effective only upon the expiration of the then current License Term, by notifying the other party in writing at least thirty (30) days prior to the expiry of the License Term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination.
- 11.4 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- a. the other party commits a material breach of any other term of the Agreement which breach is irremediable or (if remediable) fails to remedy that breach within 30 days of being notified in writing to do so, or
 - b. an order is made or a resolution is passed for the winding up of the other party, a provisional liquidator is appointed in respect of the other party, an administration order is made in respect of the other, a receiver is appointed in respect of the other or all or any of its assets, or any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the aforementioned events, or
 - c. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 11.5 FinDock may terminate the Agreement with immediate effect by giving written notice to Customer if Customer fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.
- 11.6 FinDock may terminate a free account at any time in its sole discretion.
- 11.7 On termination of the Agreement for any reason:

- a. all applicable Active Contacts and PayLink Transactions and the license granted shall immediately terminate,
- b. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before termination shall not be affected or prejudiced.

Clause 12. Publicity

- 12.1 FinDock may display Customer's name and logo on its website identifying Customer as a subscriber of FinDock.
- 12.2 FinDock may issue a press release identifying Customer as a subscriber of FinDock. FinDock will inform Customer of the fact that it will issue a press release as well as about its contents before such press release is being issued.
- 12.3 FinDock will, at the first request of Customer, remove all references on its website identifying Customer as a subscriber of FinDock.

Clause 13. Miscellaneous

- 13.1 If the order Form is executed by Customer and/or returned to FinDock by Customer after the Order Start Date, FinDock may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date FinDock activates the products and provided that the total term does not change. Following activation, any adjustments to such Order Start Date and Order End Date may be confirmed by contacting Customer Service.
- 13.2 The Agreement is the entire agreement between FinDock and Customer regarding Customer's use of the Service and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be:
 - (i) the applicable Order Form,
 - (ii) these Terms and Conditions,
 - (iii) the DPA, and
 - (iv) the Documentation.
- 13.3 This Agreement has been drawn up in English. Any correspondence, including notices and amendments, made under this Agreement shall be in the English language.
- 13.4 Except as otherwise specified in the Agreement, parties agree that any notices and amendments required or permitted to be given by either party to the other under the Agreement may be executed and delivered by email and will be effective from the date as stipulated by law. Billing-related notices to Customer will be addressed to the relevant billing contact designated by

Customer. All other notices to Customer will be addressed to the relevant Service system administrator designated by Customer.

- 13.5 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign the Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate the Agreement upon written notice within 30 calendar days. In the event of such a termination by Customer, FinDock will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, the Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.6 If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree that any invalid provision will be deemed to be restated so as to be enforceable to the maximum extent permissible under law consistent with the original intent and economic terms of the invalid provision.
- 13.7 No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right.
- 13.8 Customer agrees that Customer's purchase of subscriptions is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by FinDock with respect to future functionality or features.
- 13.9 The Parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.
- 13.10 The Parties waive the right to annul, rescind or dissolve ('ontbinden') or cancel the Agreement in whole or in part, or to institute a claim at law for the annulment, rescission, dissolution or cancellation of the Agreement, unless otherwise provided in the Agreement.
- 13.11 Amendments to the Agreement are only possible and effective to the extent that all Parties have agreed thereto in writing.
- 13.12 The Agreement does not contain third party stipulations ('derdenbeding'). However, in the event the Agreement must be deemed to contain third party stipulations, and such stipulation has been accepted by a third party, this third party shall not become a party to the Agreement.

Clause 14. Governing Law; Court

14.1 The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by Dutch law without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with the Agreement or the Service shall be subject to the exclusive jurisdiction of the Dutch courts.