

## GENERAL TERMS AND CONDITIONS

The TimeMoto® service is provided by the private limited company Safescan B.V., with its registered office in Zoetermeer (the Netherlands) at Heliumstraat 14 (2718 SL), and which can be reached at telephone number +31 79 363 11 70 or email address [info@safescan.com](mailto:info@safescan.com). Safescan is registered in the trade register of the Chamber of Commerce under number 2713.1933. Safescan's VAT number is NL009391241B01.

Safescan places great value on its relationships with its customers. For this reason, Safescan considers it important to explain which terms and conditions apply to the use of TimeMoto®. By using TimeMoto®, you agree to these terms and conditions.

### 1. APPLICABILITY

These terms and conditions apply to agreements that Safescan enters into for the use of TimeMoto®.

### 2. RIGHT OF USE AND INTELLECTUAL PROPERTY

2.1 Safescan grants a right of use for TimeMoto® for the duration of the agreement ('license period'). The right of use is not exclusive and not transferable. All intellectual property rights relating to TimeMoto® are held by Safescan or, if applicable, its licensors.

You may only use TimeMoto® in and for your own company or organisation, and only for the intended use. You are not entitled to make TimeMoto® available to third parties in any way or to grant third parties access to it. The term 'you' is deemed to mean the natural person or legal entity that enters into the agreement with Safescan for the use of TimeMoto®.

2.2 In order to exercise your right of use, you will be given a user name and password. You are responsible for ensuring that they are kept secret. If your account is accessed by entering the user name and password you were given, Safescan will assume that said access took place with your consent.

Safescan is entitled to issue an updated version of TimeMoto® (upgrade).

2.3 TimeMoto® can also be used on mobile devices. However, Safescan does not guarantee that TimeMoto® is compatible with every mobile device. The TimeMoto® app can be downloaded from the Apple App Store or Google Play Store. These terms and conditions pertain exclusively to the relationship between Safescan and you.

### 3. FEE

3.1 The use of TimeMoto® is subject to a fee, except in the situation described in Article 6.1. The fee that is owed must be paid in full in advance by credit card. If the agreement is renewed, the fee owed by you will be debited from your credit card.

Your right of use will be suspended for as long as the full fee cannot be debited from your credit card. You do not have the right to offset the fee owed to Safescan or to suspend your payment obligations.

3.2 Safescan has the right to adjust the amount of the fee. Such an adjustment will come into effect on the first subsequent renewal of the license period. An adjustment to the fee will be announced at least 45 days before it comes into effect.

### 4. MAINTENANCE

4.1 The granting of the right of use for TimeMoto® is a best-effort obligation resting on Safescan. This means that Safescan does not guarantee the continuous availability of TimeMoto®, for example, in the event of a network failure, and does not guarantee that TimeMoto® will function without flaws.

4.2 In order to fulfil the best-effort obligation described in the previous paragraph, Safescan will perform maintenance on TimeMoto® from time to time. TimeMoto® may not be available at those times.

### 5. LIABILITY AND INDEMNIFICATION

5.1 Safescan is in no way liable, whatever the legal grounds, except in the event of intent or deliberate recklessness on the part of Safescan's managers. Safescan is in no way liable at any time for indirect loss. The term 'indirect loss' is deemed to mean at least: loss of profit, missed savings, reduced goodwill, business interruption, claims by employees or third parties and serious damage to or loss of data.

5.2 You indemnify Safescan, its employees and any other auxiliary persons engaged in the execution of the agreement

against every claim by third parties in connection with the use of TimeMoto®, including the processing of personal data, inasmuch as said claims are more or different to those to which you are entitled against Safescan.

## 6. DURATION AND TERMINATION

6.1 The initial license period is 30 days ('trial period'). You can use TimeMoto® free of charge during the trial period. The agreement ends with the trial period unless you renew the license beforehand. You are entitled to no more than one trial period.

6.2 You can renew your license by opting for any available extension periods.

6.3 If no notice of termination is given or is not given in good time and you do not choose a different license period, the license will be automatically renewed for the period you chose last. Your credit card will be debited for the fee owed.

6.4 Notice of termination may only be given at the end of the applicable license period and with due observance of at least the applicable notice period. The applicable notice period is 30 days for license periods of one year and seven days for license periods of 30 days.

6.5 Safescan has the right at all times to terminate the agreement without being required to observe a period of notice. The right of use for TimeMoto® expires at the end of the agreement. You are solely responsible

6.6 for securing the data before the end of the agreement. Safescan has the right to destroy said data at the end of the agreement. The term 'data' is deemed to mean the data you store in TimeMoto®.

## 7. SECRECY

The parties are obliged to keep confidential all information that they have acquired from one another and of which they know or should reasonably suspect that said information must be treated as confidential. This applies unless the other party is required to release said information pursuant to laws and/or regulations or a court judgment.

## 8. CHOICE OF LAW AND FORUM

The agreement is governed by Dutch law. Unless otherwise stipulated under rules of mandatory law, disputes between you and Safescan may only be submitted to the court in The Hague.

## 9. FINAL PROVISIONS

9.1 Any oral commitments and agreements are superseded. Additions or amendments to the agreement or these terms and conditions are only valid if they have been agreed in a document that is signed and dated by both parties.

9.2 Safescan is authorised to amend or supplement these terms and conditions unilaterally. Safescan will inform you in advance of each amendment or supplement.

9.3 Rights and obligations under the agreement are not transferable without the permission of the other party.