Rınkel

Version: T&C 1.0
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These general terms and conditions apply to all offers and services of Rinkel B.V. and form an integral part of every agreement between Rinkel B.V. and its customers.

1. Definitions

The capitalized terms in these general terms and conditions have the following meanings (both in singular and in plural):

1.1 App: the Android or iOS app through which User may configure and use the Services.
1.2 Services: all services that Rinkel provides to the User on the basis of the Agreement, including the App and the online accessibility platform as available on the Website.
1.3 Rinkel: the private limited company Rinkel, established in Rotterdam and registered with the Chamber of Commerce under registration number 63036932.
1.4 Intellectual Property Rights: all intellectual property rights and related rights, including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, related rights, patent rights, as well as rights to know-how.
1.5 User: the natural or legal person, acting in the exercise of a profession on the basis of a business, with whom Rinkel has concluded an Agreement.
1.6 Agreement: any Agreement between Rinkel and the User on the basis of which Rinkel provides Services to the User, of which these general terms and conditions form an integral part.
1.7 Party(ies): the parties to the Agreement, Rinkel and the User, separately or jointly.
1.8 Website: the website www.rinkel.com and any sub-domains.

2. Creation and implementation

2.1 These general terms and conditions apply to all Rinkel Services and the Agreement thus concluded between the Parties.
2.2 The applicability of any purchase or other terms and conditions of the User is expressly excluded.
2.3 In order to access the Service, the User must have an account in the Google Play Store or Apple App Store. The Agreement with the User can only be concluded by means of accepting the terms and conditions connected to the subscription through a Google or Apple account.
2.4 Rinkel offers the User their first month free of charge. The User will be required to enter their payment details through the Google Play Store or Apple App Store in order to get access to the free month. After the relevant period or after the exhaustion of the complementary call bundle, as applicable, the Service will be automatically terminated.
2.5 The User's subscription will automatically start after the free month. The User can opt out of a paid subscription in the Google Play Store or Apple App Store

at any time before the first free month concludes. Cancellation during the free month will not result in any charges made to the User's credit card. By letting the free month conclude without cancelling the subscription, the User enters into a monthly payment obligation, as well as the obligations and agreements arising from these general terms and conditions.

3. Delivery of services

3.1 After the Agreement has been concluded, Rinkel will make every effort to provide the Services as soon as possible in accordance with the Agreement. Deadlines announced by Rinkel are indicative and do not count as strict deadlines.

3.2 The User shall provide Rinkel with all support that is necessary and desirable to enable the correct and timely delivery of the Services. In any case, the User shall:

- o i) provide all data and other information that Rinkel indicates are necessary, or that the User should reasonably understand to be necessary for the provision of the Services; and
- o ii) provide Rinkel with access to all places, equipment, services and accounts under its control if and to the extent necessary for the provision of the Services.

3.3 Rinkel will take reasonable requests from the User into account as much as possible in the performance of the Agreement yet is not obliged to comply with such requests. Rinkel may charge a fee for carrying out the request.

3.4 Rinkel has the right to engage third parties in the performance of the Agreement. Any costs related to this will only be borne by the User if this has been agreed in advance.

4. Rules of use

4.1 In order to use the Service(s), the User needs a Google or Apple account.

4.2 The User must protect access to the account(s) from unauthorized persons by means of the username and password, and possibly a second authentication factor. In particular, the password must be kept strictly confidential. Rinkel may assume that everything that happens from the User's account is under the direction and supervision of the User.

4.3 It is prohibited to use the Services in any way that is contrary to these terms and conditions or to any applicable laws and regulations. In addition, it is expressly not permitted to use the Services in a way that may cause nuisance or damage to Rinkel or third parties.

4.4 If Rinkel finds that a User is violating these general terms and conditions or the law, or receives a complaint about this, Rinkel may intervene to put an end to the violation. Rinkel will then block access to the Service(s) in question.

4.5 If, in the opinion of Rinkel, nuisance, damage or other danger occurs to the functioning of the computer systems or the network of Rinkel or third parties and/or of the services via the internet, for example due to a breach of personal data or malicious activities such as viruses, trojans and similar software, Rinkel is entitled to take all measures it reasonably deems necessary to avert

or prevent this danger. These measures include, but are not limited to, suspending the Services and terminating the Agreement.

4.6 The User is obliged to follow all reasonable instructions from Rinkel regarding the use of the Services.

4.7 The User indemnifies Rinkel against all claims from third parties relating to damage as a result of a violation of the rules in this article.

5. Usage limits and Fair Use

5.1 If the User reaches the usage limit specified in the subscription, the functionalities will be disabled until the User takes out a new subscription or a new subscription period starts.

5.2 If the User has a plan for unlimited minutes, a fair use limit of 2,000 call minutes per user per month is in place.

5.3 In case of an expected temporary increase in call traffic in exceedance of the fair use limit, please call +44(0)333 070 4000 to explore the options.

5.4 An increase of the fair use limit is possible through purchasing an additional User. The limit will increase by 2,000 call minutes per User added to the account.

5.5 Commercial use of our service is permitted only in accordance with your regular business activities. If any calling behaviour must be regarded as unreasonable or excessive use or abuse based on objective standards, Rinkel B.V. may impose additional charges and/or render the service inoperable (wholly or in part) or unilaterally terminate the agreement. Of course, the user will still bear any costs incurred (through call minutes or other purchases).

5.6 Abuse occurs if the consequences of using the Professional or Expert service cannot reasonably be regarded as normal personal use (3x normal use) or if such use is in violation of the law or generally accepted standards of care. Making large numbers of calls within a short space of time, domestically or abroad, or any other situation in which such use causes nuisance to Rinkel B.V. or a third party, also constitutes abuse. Rinkel B.V. has the right to take measures to limit or prevent abuse.

6. Payment

6.1 The User's payment obligations consist exclusively of fixed costs associated with the subscription purchased.

6.2 Payment is made by one of two of the following methods, depending on where the user has created their account:

- via the Android App, users pay via the in-app payment system of the Google play store. The desired payment method is linked to the Play Store. Payment is made in advance and is repeated monthly until the User ends their subscription.

- via the iOS App, users pay via the in-app payment system of Apple app store. The desired payment method is linked to the App Store. Payment is made in advance and is repeated monthly until the User ends their subscription.

Both payment methods are subject to the terms and conditions of Google and Apple respectively.

6.3 All prices quoted by Rinkel are in the local currency and include VAT and other levies imposed by the government.

6.4 If a monthly subscription has been purchased and it is not used in the same month, the remaining part cannot be carried over to the next month.

6.5 Fees may be adjusted each year taking into account the Consumer Price Index or any other index or other metric agreed between the Parties. Rinkel may also adjust the costs if such a change results from a price change by a supplier of Rinkel.

6.6 Rinkel is authorised to implement new subscription models and to replace existing subscription models and/or to limit changes within existing subscription models.

6.7 Rinkel reserves the right to set up regional promotions where price differences may occur between Rinkel's service areas.

7. Adjustments and improvements

7.1 Rinkel may modify the Services to fix errors, add new functionalities or improve performance. The Parties may consult in advance about such adjustments and the User may make suggestions, but the final decision on whether or not to implement the adjustment will be taken by Rinkel.

7.2 If, in the opinion of Rinkel, adjustments lead to a material change in the functionality of the Services, Rinkel will endeavour to notify the User of the changes in advance by e-mail.

7.3 Rinkel will make every effort to correct any errors in the Services but is partly dependent on its suppliers for these corrections. Rinkel has the right not to install certain updates or upgrades from suppliers if, in its opinion, this does not benefit the operation of the Services.

7.4 If the implementation of adjustments and improvements may lead to a limitation of the availability of the Services, this will be carried out at night as much as possible. Emergency maintenance can be carried out at any time and is not announced in advance.

8. Phone numbers

8.1 For the functioning of the Service(s), the User needs a telephone number. The User can request telephone numbers and move to or from Rinkel.

8.2 The application and use of a telephone number is subject to laws and regulations that are valid in the relevant country in which the telephone number is issued. These laws and regulations are subject to change and interpretation from the competent authorities. Although Rinkel makes every effort to align the application process and the assignment of a telephone number with the laws and regulations as closely as possible and to inform the User as well as possible, Rinkel cannot guarantee that a request for a telephone number will always be honoured, or that a telephone number will always remain available. The User is obliged to obtain adequate information about the use of the telephone number in the countries concerned and the applicable laws and regulations.

8.3 A number provided by Rinkel can only be transferred free of charge provided that there are no outstanding invoices.

8.4 Rinkel will make every effort to ensure that the move to and from Rinkel runs smoothly but is dependent on various parties over which Rinkel has no influence. Rinkel is not liable for any damage resulting from this (for example, a non-functioning alarm system, lump sum payments for current subscriptions and other costs and situations).

8.5 The User is fully responsible for the use of the telephone number and compliance with applicable laws and regulations. The User indemnifies Rinkel against all claims from third parties, including regulators, and fully indemnifies Rinkel for this.

9. Intellectual Property

9.1 The Service(s), the associated software as well as all information and images in the Service are the Intellectual Property of Rinkel or its licensors. These may not be copied or used in any way without separate permission from Rinkel, except in cases where this is permitted by law.

9.2 The User acquires a non-exclusive and non-transferable right of use with regard to the Service for the duration of the Agreement.

9.3 Information that the User stores or processes through the Service is and remains the property of the User. Rinkel has a limited right of use to use this information for the Service, reports, benchmarks, statistical and analysis purposes, including future aspects thereof. The User may revoke this right of use by terminating the Agreement.

9.4 If the User sends information to Rinkel, for example feedback about an error or a suggestion for improvement, the User gives an unlimited and perpetual right of use to use this information for the Service.

9.5 Rinkel will not take cognizance of data that the User stores and/or disseminates via the Service, unless it is used for the provision of services, including other and future services, or Rinkel is obliged to do so pursuant to a statutory provision or court order. In the latter case, Rinkel will make every effort to limit the knowledge of the data as much as possible, insofar as this is within its power.

10. Support and availability

10.1 Rinkel will provide a reasonable level of support to the User with regard to questions about the use and administration of the Services, as well as technical issues related to the Services. The opening hours and contact channels of the helpdesk are stated in the footer of emails sent by Rinkel.

10.2 Rinkel strives to handle helpdesk requests within a reasonable period. The time it takes to resolve reports can vary.

10.3 Rinkel strives to keep the Services online as much as possible, but cannot guarantee uninterrupted availability, insofar as not agreed in a service level agreement.

10.4 If, in the opinion of Rinkel, there is a danger to the functioning of the computer systems or the network of Rinkel or third parties, for example in the event of a (d)dos attack or activities of malware, Rinkel has the right to take all measures it deems reasonably necessary to avert the danger and to limit or prevent damage. This may result in limited availability.

10.5 Rinkel cannot guarantee the functionality of the Services if User uses an outdated version of the App or any relevant operating systems.

11. Security and privacy

11.1   Rinkel will make every effort to secure the Services against misuse and unauthorized access to the User's data.

11.2   In the performance of the Agreement, Rinkel may process personal data on behalf of the User, in which case the User is to be regarded as the controller and Rinkel as the processor. If personal data is processed, the Parties may enter into a processing agreement in which agreements about the processing and security of this personal data are laid down. The terms mentioned have the meaning as laid down in the applicable privacy legislation.

11.3   The User guarantees that any provision of (personal) data to Rinkel is lawful and that the processing of this data in accordance with the Agreement does not violate any applicable privacy laws and regulations.

11.4   The Parties shall treat information that they provide to each other before, during or after the performance of the Agreement or process in the Service as confidential if this information is marked as confidential or if the Parties may reasonably expect it to be confidential. The Parties also impose this obligation on their employees as well as on third parties engaged by them for the implementation of the Agreement.

12. Liability

12.1   Rinkel's liability for damage is limited to what Rinkel's insurer pays out in this respect. If no payment is made, the liability per event (whereby a series of consecutive events counts as one event) is limited to the amount paid by the User on the basis of the Agreement during 3 months prior to the occurrence of the damage.

12.2   Rinkel is only liable for direct damage as a result of an attributable failure to comply with the Agreement. Rinkel is not liable for any other form of damage. Direct damage is exclusively understood to mean all damage consisting of:

- o i) damage directly caused to material property;
- o ii) reasonable and demonstrable costs that the User has had to incur in order to urge Rinkel to comply with the Agreement properly (again), unless the defective performance cannot be attributed to Rinkel;
- o (iii) reasonable costs incurred in determining the cause and extent of the direct damage;
- o iv) reasonable and demonstrable costs incurred by the User to prevent or limit the direct damage, insofar as the User demonstrates that these costs have led to the limitation of the direct damage; and
- o v) reasonable and demonstrable costs for having the Agreement performed by a third party, if Rinkel does not properly comply (again) within the reasonable period set in the reminder after the User has been reminded.

12.3   Any limitation or exclusion of liability included in the Agreement does not apply if the damage is the result of:

- o i) intent or deliberate recklessness on the part of Rinkel's management/management; or

        o   (ii) death or personal injury.

12.4   Rinkel's liability for attributable failure to comply with the Agreement will only arise if the User gives Rinkel notice of default in writing without delay, but no later than 30 days after discovery, setting a reasonable period for the failure to be remedied, and Rinkel continues to fail to comply with its obligations imputably after that period. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that Rinkel is able to respond adequately.

13. Force majeure

13.1   Rinkel cannot be held to comply with any obligation under the Agreement if performance is prevented as a result of force majeure. Rinkel is not liable for any damage resulting from force majeure.

13.2   Force majeure shall in any event apply in the event of power failures, internet failures, failures in the telecommunications infrastructure, network attacks (including (d)dos attacks), attacks by malware or other malicious software and the event in which Rinkel is unable to perform by its suppliers, for whatever reason.

14. Changes to terms and conditions

14.1   Rinkel may amend these general terms and conditions at any time.

14.2   Rinkel will make every effort to announce the changes or additions at least thirty days before they take effect by sending an e-mail to the User so that they can take note of them.

14.3   If the User does not wish to accept an amendment or addition, the User may terminate the Agreement until the date of entry into force. Use of the Services after the effective date constitutes acceptance of the amended or supplemented terms and conditions.

14.4   Both Parties will fully cooperate with any changes or additions to these general terms and conditions that are necessary due to new or changed legislation. Such changes may be made by Rinkel without notice.

14.5   The procedure in this section does not apply to changes of minor importance. Such changes may be made by Rinkel without notice, without the User having the opportunity to terminate the Agreement.

15. Duration and end

15.1   The Agreement is deemed to have been entered into for one (1) month from the moment the Service is purchased and is automatically renewed monthly by one month, unless the Parties have agreed on a different duration.

15.2   Rinkel and the User may terminate at any time after the expiry of the first month at the end of the next renewal date. A cancellation can be communicated via the App.

15.3   If the Agreement has been entered into for an initial term of twelve (12) months, the Agreement will be extended for an indefinite period after the expiry of this period. During the initial term of twelve (12) months, it is not possible to terminate the Agreement prematurely. After this period has expired, Rinkel and the User may terminate at any time subject to a notice period of one (1) month. A cancellation can be communicated via the App.

15.4   Rinkel may suspend or terminate the Agreement in writing with immediate effect, without notice of default being required, if the User is in default with regard to a material obligation under the Agreement.

15.5   Rinkel may suspend or terminate the Agreement in writing with immediate effect, without notice of default being required, if the User is granted bankruptcy, the User applies for or is granted a suspension of payments, the User's activities are terminated, or his business is liquidated.

15.6   If Rinkel suspends performance of the Agreement, Rinkel retains its claims under the Agreement and the applicable laws and regulations.

15.7   In the event that the Agreement is terminated, Rinkel's claims against the User will be immediately due and payable (regardless of the reason for the termination).

15.8   If the Agreement is dissolved by Rinkel, the User will continue to owe the amounts already invoiced and no obligations to cancel will arise.

16. Final provisions

16.1   The Agreement is exclusively governed by Dutch law.

16.2   Unless otherwise prescribed by the rules of mandatory law, all disputes between the Parties in connection with the Agreement shall be submitted to the competent Dutch court for the district in which Rinkel has its registered office.

16.3   Rinkel is entitled to transfer its rights and obligations arising from the Agreement to a third party that takes over Rinkel or its business activities.

16.4   The User must immediately notify Rinkel of any change in name, (postal) address, e-mail address, telephone number and other information and data relevant to the performance of the Agreement. The User must enter this independently in their Google or Apple account.

16.5   The version of any (electronic) communication or information received or stored by Rinkel is considered authentic, subject to proof to the contrary to be provided by the User.

16.6   If a provision in the Agreement turns out to be null and void or invalid, this does not affect the validity of the entire Agreement. In this case, the parties will adopt (a) new provision(s) to replace it, which will give shape to the intention of the original provision as far as legally possible.