
**General Terms and Conditions
Plug&Pay**

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1 Subject matter

- 1.1 These General Terms and Conditions apply to the Service (as defined below) provided by Plug&Pay (as defined below) to its Customers (as defined below).
- 1.2 Under the Agreement (as defined below), Plug&Pay provides the Service to the Customer (as defined below).
- 1.3 Plug&Pay does not provide services to consumers. You declare that you are acting in the course of a profession or business and acknowledge that you are not entitled to conclude an agreement with Plug&Pay if you, as a consumer, are not acting in the course of a profession or business.

2 Definitions

- 2.1 In this Agreement, the following terms have the following meanings:

Affiliate	the natural or legal person who, using the Affiliate Marketing Service, promotes the Website and/or one or more products and/or services of the Customer and/or Plug&Pay;
Affiliate Marketing Service	the service made available by Plug&Pay which, by means of Cookies, enables the Customer to see whether Visitors have clicked on a hyperlink to the Website made available by Plug&Pay and have purchased a product and/or service there;
General Terms and Conditions	these general terms and conditions of Plug&Pay;
AVG	the General Data Protection Regulation (EU) 2016/679;
Visitor	a website visitor of the Affiliate;
Cookie	cookies or similar technologies that store information and/or access information in the Visitor's peripheral equipment via an electronic communications network;
Service	providing access via the Portal to the relevant Product, such as the Website, of Plug&Pay installed on an operating environment and arranged by Plug&Pay for use by the Customer and, with respect to the Website, the public;
Customer	means the legal entity or natural person, acting in the course of a profession or business, who has entered into the Agreement with Plug&Pay;
Agreement	the agreement between the Customer and Plug&Pay, under which the Service and/or Affiliate Marketing Service are provided, to which these General Terms and Conditions have been declared applicable and of which they form an integral part;

Plug&Pay	the private limited company under Dutch law Plug&Pay B.V.;
Portal	the portal designated by Plug&Pay through which the Customer accesses the Products;
Products	any such designated combination of services and software that Plug&Pay offers to its Customers from time to time as a service, including the option for the Customer to make a Website available to the public;
Support	answering questions on the use of the Service via e-mail or chat during Dutch working days, between 9 am and 5 pm;
Confidential Information	<p>any information which the Customer should reasonably know is of a confidential nature, including in any case:</p> <ul style="list-style-type: none"> a) information designated by Plug&Pay as confidential; b) Plug&Pay's working procedure, methods and techniques, insofar as these have not been made public by Plug&Pay; c) other information about or from Products to the extent not disclosed by Plug&Pay, for example about the software, encryption, algorithms, security and/or code;
Website	a platform of the Customer, including the landing page, payment page and other functionalities and features as agreed by the parties, which the Customer purchases as a Product from Plug&Pay and which the Customer can make available to the public via a domain name or subdomain name of Plug&Pay and/or the Customer.

3 **Registration and order process**

- 3.1 To conclude an Agreement with Plug&Pay, the Customer must order a Product from Plug&Pay.
- 3.2 The Agreement between Plug&Pay and the Customer is concluded at the moment that Plug&Pay confirms the Customer's purchase of the Product and access to the Service. In that case, an account will be created for the Customer so that the Customer can access the Service via the Portal.
- 3.3 Access to the Service does not grant the Customer the right to access all Products through the Portal, but only to the Product that the Customer has purchased.
- 3.4 The Customer must keep Confidential Information strictly confidential. The account and login details are strictly personal and confidential and the Customer may not share login details with other persons and/or allow other persons to access the Service via the account. The Customer is responsible for a high-quality username and password and must ensure the corresponding management measures. In particular, the confidentiality of the password must be guaranteed.
- 3.5 Plug&Pay is entitled to modify the login details of the Customer's account or request the Customer to do so, if the Customer deems this necessary, for example for security reasons or in the interest of the functioning of the Portal, Product and/or the Service.

4 **The Service**

- 4.1 The Service is a standard service, which means that the Service and Products are offered and supplied to all Plug&Pay Customers in the same way (*as is*), subject to the possibilities Plug&Pay offers the Customer to configure the Website in its own way. This means that the Service has the functionalities that the Customer encounters, which the Customer hereby accepts.
- 4.2 Plug&Pay does not guarantee that the Service and/or Product is suitable for the actual and/or intended use of the Customer and/or third parties. Plug&Pay is also not responsible for the correctness or timeliness of the service provision or the achievement of the results intended by the Customer.
- 4.3 Plug&Pay strives for reasonable availability of the Service. However, limitations, defects and interruptions may occur and are not a failure (*tekortkoming*). Plug&Pay will use reasonable endeavours to resume the Service as soon as possible. Plug&Pay use reasonable endeavours to meet the deadlines promised by Plug&Pay regarding the availability and operation of the Service. However, exceeding these deadlines does not constitute a failure (*tekortkoming*) on the part of Plug&Pay.
- 4.4 Plug&Pay use reasonable endeavours to take reasonable security measures to prevent unauthorized access to the account, the Service and the information processed by the Customer through the Service. However, it may still occur that unauthorized third parties gain illegal access to the Service, the content of the Service, including data processed through the Service. The Customer must notify Plug&Pay immediately when the Customer detects unauthorized use.
- 4.5 Plug&Pay is not responsible for integrations with other IT systems of the Customer. To the extent necessary and possible, Plug&Pay will provide reasonable cooperation for any integrations.

- 4.6 The Customer is entitled to Support, insofar as this is part of the Product purchased by the Customer.
- 4.7 Plug&Pay may at any time:
- (a) modify the Service, or a part thereof, for example by putting into use new versions of Products' software;
 - (b) prior to or during the Agreement, replace the Service, or a part thereof, by a service with similar functional properties;
 - (c) temporarily decommission the Service, or a part thereof, or having it decommissioned, if Plug&Pay deems this necessary for (the protection of) the security and/or integrity of the Service, to carry out necessary maintenance (whether preventive or not), to repair a defect and/or to remedy a malfunction or for an adaptation or improvement of Plug&Pay's computer systems or those of Plug&Pay's suppliers through which the Service is provided.
- 4.8 Plug&Pay will use reasonable endeavours to inform the Customer in advance regarding (i) updates that, in Plug&Pay's reasonable opinion, could have a major impact on the Customer and, as far as reasonable and possible, (ii) the actions to be taken by the Customer in this context for the proper functioning of the Service. It is possible that changes by Plug&Pay may affect integrations with other IT systems of the Customer. Plug&Pay is not responsible for this, but will, to the extent possible, provide reasonable assistance for recovery.
- 4.9 Plug&Pay will avoid decommissioning as much as possible and notify the Customer of any planned decommissioning as soon as possible. In the event of decommissioning, the Customer is obliged to pay the fee in full and Plug&Pay is not liable for any loss and/or damage suffered by the Customer due to decommissioning.

5 **Affiliate Marketing Service**

- 5.1 Plug&Pay will use reasonable endeavours to provide the Affiliate Marketing Service. However, limitations, defects and interruptions may occur and are not a failure (*tekortkoming*).
- 5.2 The Customer is aware that Plug&Pay uses Cookies to enable the Affiliate Marketing Service and, in that context, the Customer must ensure that applicable laws and regulations are complied with when using the Cookies. In this context, a Visitor may not accept and/or delete a Cookie from the Visitor's peripheral equipment. In that case, the Customer cannot see whether Visitors have clicked on a hyperlink to the Website made available by Plug&Pay. This is not a failure (*tekortkoming*) of Plug&Pay.
- 5.3 Plug&Pay will explain to the Customer how to use the Affiliate Marketing Service. The Customer is responsible for the correct use of the Affiliate Marketing Service by the Customer and third parties, including the Affiliate. Plug&Pay is not liable for any damage and/or loss resulting from incorrect use of the Affiliate Marketing Service.
- 5.4 Plug&Pay provides the Affiliate Marketing Service only to the Customer and is not a party to the agreement between the Customer and the Affiliate in respect of the promotion of the Website and the payment of any fee to the Affiliate. The Customer is responsible for using the Affiliate Marketing Service in such a way that it is able to fulfil the agreement with the Affiliate. Plug&Pay is not liable for any damage suffered by the Affiliate and/or the Customer due to the Affiliate

Marketing Service of Plug&Pay not meeting the agreements made by the Affiliate and the Customer.

- 5.5 If the Customer wishes to promote Plug&Pay's Products as an Affiliate, Plug&Pay will provide instructions that the Customer must follow. If the Customer does not comply with these instructions and the Agreement, Plug&Pay is not obliged to pay the Customer, as an Affiliate, for the agreed fee. Furthermore, Plug&Pay is not obliged to pay the Customer a fee (commission) if the Customer has received a refund of the fee and/or if the Customer fails to fulfil its payment obligations under the Agreement.

6 Domain registration

- 6.1 The domain registration agreement is concluded directly between the Customer and the allocation body or the registrar. Plug&Pay is not a party to any domain registration agreement.
- 6.2 Top-level domains are registered and managed by different organizations. Different granting conditions apply to each top-level domain. The Customer is obliged to comply with the conditions of the relevant bodies.
- 6.3 The Customer is responsible for applying for, obtaining and keeping the domain name and must ensure that this domain name is redirected to Plug&Pay's Service.
- 6.4 The data required for registration of top-level domains are forwarded to the relevant allocation bodies in an automated procedure. The Customer can only assume an actual allocation when the Service has been made available under the desired domain. No guarantee for allocation of desired or ordered domains can be given.
- 6.5 The Customer must pay all costs associated with the application and/or registration according to the agreed rates, or in the absence of agreed rates, Plug&Pay's usual rates. Plug&Pay does not guarantee that a domain name requested by the Customer will be assigned to the Customer.

7 Agreements with third parties

- 7.1 The Customer acknowledges and accepts that the Service may depend on third-party services and that the Customer must conclude agreements with a third party in order to purchase the Service and/or Product, such as an agreement with a payment provider to enable payments through the Website. Plug&Pay is entitled not to provide the Service and/or the Product or to provide it only partially if the Customer does not conclude these agreements.
- 7.2 No agreement is established between Plug&Pay and the Customer regarding such services offered by third parties (as mentioned in the previous paragraph), but rather between the relevant third party and the Customer. Plug&Pay is therefore not a party to the aforementioned agreement and the service of this third party is not part of the Plug&Pay Service.
- 7.3 Plug&Pay is no way liable for any loss and/or damage suffered by the Customer in connection with the Agreement (or the performance thereof) in respect of services offered by these third parties.

8 Use of the Service by the Customer

- 8.1 The Customer is responsible for complying with the laws and regulations applicable to the Customer, including those related to making the Website available to the public and any sale of products and/or provision of services through the Website. The Customer must also ensure that it can use the Service in accordance with applicable laws and regulations and is not entitled to use the Service in violation of applicable laws and regulations. Plug&Pay makes every effort to make the Service available in such a way that the Customer can comply with Dutch laws and regulations. However, if the Service or the Product does not comply with applicable laws and regulations, this does not constitute a failure (*tekortkoming*) to fulfil an obligation on the part of Plug&Pay.
- 8.2 The Customer is not permitted to use the Service and/or Affiliate Marketing Service for acts and/or conduct that are in violation of the Agreement, reasonable directions from Plug&Pay, applicable laws and regulations and generally accepted rules of decency and due care. This includes, but is not limited to, the following acts and conduct:
- (a) Sharing, or having shared, Confidential Information with third parties or to provide access to Confidential Information;
 - (b) circumventing or removing (or having circumvented or removed) technical features intended to protect the Service, Plug&Pay, its customers and IT systems;
 - (c) infringing copyrighted works, database rights or otherwise violating third-party intellectual property rights;
 - (d) unauthorized intrusion into other computers or computer systems;
 - (e) reproducing, duplicating, copying, renting, selling, reselling or exploiting, in whole or in part, the Service and the information offered through the Service, except for the Website, without the express prior consent of Plug&Pay; and/or
 - (f) advertising with brand and/or product names or other (marketing) materials of Plug&Pay or otherwise referring to Products and/or Services of Plug&Pay without the express written consent of Plug&Pay;
 - (g) making public statements that are false or misleading or likely to damage the reputation of Plug&Pay and its employees; and
 - (h) using the Service and/or Affiliate Marketing Service for purposes other than the Customer's own business purposes.
- 8.3 Plug&Pay is entitled to temporarily suspend, or have suspended, the Service when Plug&Pay believes that the Customer is acting in violation of any provision in the Agreement. In the event of decommissioning, the Customer is obliged to pay the fee in full and Plug&Pay is not liable for any loss and/or damage suffered by the Customer due to decommissioning.

9 Fees

- 9.1 For the Service, the Customer owes Plug&Pay a one-off fee or periodic fees, as agreed between the parties. Prior to the Agreement, the Customer chooses to pay a one-off fee or a periodic fee via the payment methods made available by Plug&Pay.

- 9.2 Unless otherwise stated, the fee is always in euros and is increased by VAT.
- 9.3 Plug&Pay has the right at all times to demand full or partial payment in advance and/or to obtain security for payment in any other way.
- 9.4 If the Customer fails to pay the amounts due within the agreed period, the Customer will, without any notice of default being required, immediately be in default (*verzuim*) and will owe statutory interest on the outstanding amount. If the Customer fails to settle the claim after being given notice of default, the claim may be passed on to a third party, in which case the Customer will, in addition to the total amount then due, also be obliged to pay the full extrajudicial and judicial costs, including all costs calculated by external experts in addition to the costs established in court, relating to the collection of this claim or the exercise of one's rights otherwise, the amount of which is set at a minimum of 15% of the total amount with a minimum of € 75. All this does not affect the Customer's other statutory and contractual rights.
- 9.5 Without prejudice to its other rights under the law or the Agreement, if payment is not made in time, Plug&Pay is entitled to suspend (*opschorten*) and/or terminate (*beëindigen*) all or part of the Service without being liable to pay any compensation for costs, loss and/or damage to the Customer.
- 9.6 If the Customer intends to reverse the direct/single debit with the bank, the Customer must first consult with Plug&Pay.
- 9.7 Insofar as the Service involves the provision of a payment method, these services are offered and performed by a payment provider. The Customer acknowledges and accepts that in that context, the Customer may owe a separate fee to the payment provider under the agreement with that payment provider.

10 **Personal data processing**

- 10.1 In the context of the performance of the Agreement, Plug&Pay processes personal data, as set out in the [privacy statement](#) of Plug&Pay as a controller.
- 10.2 The Customer is the controller with respect to the personal data the Customer processes through the Service, including but not limited to the data of the (contact person of the) Customer in the context of the order process. The Customer will comply with all applicable laws and regulations governing the processing of personal data by the Customer. The Customer indemnifies and holds Plug&Pay harmless with respect to the processing of the personal data for which the Customer is the controller, in respect of (i) all loss and/or damage and (ii) fines imposed on Plug&Pay by regulatory authorities, relating to a failure to perform the Customer's obligations (*tekortkoming in de nakoming*) under this Article 10.2.
- 10.3 Plug&Pay also processes personal data of the Customer's clients on behalf of the Customer. In that context, the Customer qualifies as the controller and Plug&Pay as the processor within the

meaning of the GDPR. Plug&Pay will process the personal data that it processes as the processor on behalf of the Customer in accordance with the data processing agreement.

10.4 Plug&Pay is entitled to suspend (*opschorten*) and/or terminate (*beëindigen*) the Service if:

(a) Plug&Pay reasonably suspects that the Customer is not fulfilling its obligations under Article 10.2; or

(b) The data processing agreement, for whatever reason, ends.

11 Intellectual property rights

11.1 The Agreement does not entail the transfer of any intellectual property rights. All intellectual property rights – including but not limited to copyrights, trademark rights, and database rights – that are vested in, contained in, or arise from the Service (or parts thereof) belong to Plug&Pay, the Customer, or their licensors.

11.2 The Customer guarantees that it is entitled to process the information, including data, content, trademarks, logos and distinguishing marks, through the Service and, where applicable, to publish them on the Website. The Customer hereby grants Plug&Pay a right of use to all intellectual property rights to information that the Customer processes, including publishes, through the Service to the extent necessary for Plug&Pay to provide the Service. The Customer indemnifies and holds Plug&Pay harmless against any claims from a third party relating to the use of intellectual property rights in information that the Customer processes through the Service. Plug&Pay is entitled to suspend (*opschorten*) and/or terminate (*beëindigen*) all or part of the Agreement (or its obligations thereunder) if Plug&Pay reasonably suspects that the information processed by the Customer through the Service infringes rights of a third party.

11.3 If, in Plug&Pay's opinion, the Service or any part thereof infringes an intellectual property right of a third party, Plug&Pay will:

(a) at Plug&Pay's expense, modify the Service so that no further infringement occurs;

(b) obtain a licence to the infringing part; or

(c) if, in Plug&Pay's opinion, the aforementioned is not possible, terminate the Agreement for convenience (*opzeggen*) under reasonable conditions or at reasonable costs, in which case Plug&Pay will refund the Customer any advance payments proportionally to the time of termination (*beëindiging*).

11.4 Plug&Pay has no obligations in respect of an infringement of intellectual property rights other than those stated in this Article.

12 **Liability**

- 12.1 In the event that Plug&Pay is liable, Plug&Pay's obligation to pay compensation irrespective of the basis of liability - including on the basis of an attributable failure (*toerekenbare tekortkoming*), wrongful act, a warranty obligation or an indemnity obligation or otherwise - will be limited to an amount not exceeding a maximum of 25% of the fee paid by the Customer to Plug&Pay in the year preceding the event causing the loss and/or damage.
- 12.2 Plug&Pay will not be liable for indirect and consequential loss, including but not limited to lost profits, lost turnover, reputational damage, loss due to business interruption, loss or corruption of data and loss and/or damage suffered by third parties.
- 12.3 The limitation of liability under this Article 12 does not apply in cases of intent or gross negligence on the part of Plug&Pay or its management.

13 **Force majeure**

- 13.1 Plug&Pay is not obliged to fulfil one or more obligations, including any statutory and/or agreed warranty obligation, if it is prevented from doing so as a result of force majeure as defined in Section 6:75 of the Dutch Civil Code. Force majeure includes:
- (a) a failure of external providers (including hosting providers), data storage or telecommunications services and other suppliers of Plug&Pay;
 - (b) interruptions or breakdowns in power and/or telecommunications facilities;
 - (c) impediments due to the hardware and software used by the Customer or the technical infrastructure used by it;
 - (d) strikes;
 - (e) fire;
 - (f) accident or illness of staff;
 - (g) Denial of Services (DoS) attacks;
 - (h) problems unforeseen by Plug&Pay and any other circumstance not solely dependent on the will of Plug&Pay;
 - (i) general transport problems;
 - (j) epidemic or pandemic;
 - (k) force majeure of Plug&Pay's suppliers;
 - (l) government measures.
- 13.2 If the force majeure situation has lasted longer than sixty (60) days, the Customer has the right to terminate the Agreement without Plug&Pay being obliged to pay any compensation for costs,

loss and/or damage. What has already been performed under the Agreement will in that case be settled proportionally, without the parties owing each other anything else.

- 13.3 If Plug&Pay is prevented from fulfilling the Agreement due to restrictions or impediments or other forms of force majeure, it is entitled to suspend (*opschorten*) performance of the Agreement. In that case, the Customer will not be entitled to compensation for loss and/or damage, costs or interest.

14 **Duration and termination**

- 14.1 The Agreement is concluded on the date on which Plug&Pay confirms the order for the Service placed by the Customer on the Website and is entered into for the duration agreed by the parties in the Agreement and, in the absence thereof, for an indefinite period.

- 14.2 If the parties have concluded the Agreement for a definite period, the Agreement will always be tacitly renewed for the same period.

- 14.3 Plug&Pay is entitled at any time to terminate the Agreement for convenience (*opzeggen*) prematurely with a notice period of one (1) month.

- 14.4 This Agreement may be terminated for convenience (*opzeggen*) or terminated for cause (*ontbinden*) by Plug&Pay in whole or in part, with immediate effect, without further notice of default being required and without being liable to pay any compensation or reimburse any fees, if the Customer infringes any provision in the Agreement.

- 14.5 Without prejudice to the other relevant provisions of this Agreement and the statutory powers, either party is entitled to terminate this Agreement for cause (*ontbinden*), at its option in whole or in part, for the future, with immediate effect, without further notice of default being required and without being liable to pay any compensation, in the event and by the time that:

- (a) the other party applies for or is granted suspension of payment;
- (b) the other party files a winding-up petition, files for bankruptcy, is put into liquidation or is declared bankrupt;
- (c) the items made available under this Agreement by or on behalf of a party are attached and such attachment is not lifted within a short period of time;
- (d) the other party is dissolved as a legal entity.

- 14.6 If, at the time of the termination for cause (*ontbinding*), the Customer has already received performance in execution of the Agreement, this performance and the related payment obligations cannot be undone. Amounts that Plug&Pay has invoiced before the termination for cause (*ontbinding*) in relation to what Plug&Pay has already duly performed or delivered in performance of the Agreement remain payable in full with due observance of the previous sentence and become immediately payable at the time of the termination for cause (*ontbinding*).

- 14.7 The Customer may request Plug&Pay to transfer all information, including personal data, that the Customer processes via the Service to the Customer or a third party in a commonly used and machine-readable format for a period of 12 months after termination. Thereafter, Plug&Pay will delete the information the Customer processes through the Service.

15 **Miscellaneous**

- 15.1 This Agreement contains all rights and obligations in respect of the scope of this Agreement and supersedes all prior agreements between the parties, undertakings and/or claims in respect thereof.
- 15.2 The delay or failure of either party to enforce any obligation under or relating to this Agreement does not constitute a waiver or forfeiture of any rights under this Agreement by either party.
- 15.3 The Customer must immediately notify Plug&Pay in writing of changes in the legal form of the company and/or a change in the registered office address and/or a change in an affiliated legal entity to which the Service (or part thereof) is also made available and/or other changes that affect the Agreement.
- 15.4 Plug&Pay may amend the General Terms and Conditions and declare the amended General Terms and Conditions applicable to the Agreement. Plug&Pay will also indicate the date from which the amended General Terms and Conditions will apply.

16 **Applicable law, disputes**

- 16.1 The Agreement will be governed by Dutch law. Applicability of the Vienna Convention on Contracts for the International Sale of Goods 1980 is excluded.
- 16.2 All disputes between the parties will be submitted exclusively to the competent section of the Court of the Central Netherlands, Utrecht location.