

General Terms and Conditions SC Group BV, also trading under the name Bconnect

§ 1 Applicability of General Terms and Conditions

1.1 The provisions of these General Terms and Conditions apply to all quotations and agreements concluded between SC Group BV (hereinafter referred to as: Bconnect) and a customer.

§ 2 Definitions

2.1 Bconnect : Naritaweg 221, 1043CB Amsterdam;

2.2 User:

- a. any natural or legal person who communicates with a Bconnect Agent; and/or
- b. the customer who communicates with users mentioned in § 2.2 a. by means of Bconnect © software; and/or
- c. any natural or legal person who communicates with Bconnect © by, for or on behalf of the customer with users referred to in § 2.2 a.

2.3 Customer: any natural or legal person representing companies and/or using the services of Bconnect and/or who has concluded a quotation and/or an agreement with Bconnect ;

2.4 Bconnect ©: analysis, support, knowledge base and communication software to communicate digitally via a website, analyse and optimise chats, provide support and safeguard knowledge in;

2.5 Bconnect Agents: natural persons employed by Bconnect who communicate with users through Bconnect © communications software;

§ 3 Extent of use

3.1 The user undertakes not to send messages containing pornographic, politically extremist, fanatically religious content and/or any other content that is inconsistent with the democratic system of government or otherwise violates applicable laws and regulations.

3.2 Any use of Bconnect 's additional services for any form of communication falling under Section 3.1 is considered unsolicited communication (spam) and is prohibited. The user acknowledges that the recipient of spam, regardless of the technical format chosen, may be entitled to a claim for injunction due to competition law violations and/or a claim for damages against the user.

3.3 During any communication with users on behalf of the clients, the Bconnect Agents will conduct quality communication in accordance with the terms and conditions set by the client regarding the communication.

§ 4 Liability

4.1 The user is responsible for the content exchanged via Bconnect ©, in accordance with the law and regulations and these Terms and Conditions. If Bconnect is held liable for violation of the law and/or in connection with actions or conduct deemed prohibited in these Terms of Use, the user will fully indemnify Bconnect against these claims upon first request.

§ 5 Consequences of abuse

5.1 Bconnect is further entitled to claim full compensation from the user in the event of a violation of § 3 of these General Terms and Conditions, as well as :

- a. to inform all Bconnect © users and advertisers in an appropriate manner of the unauthorized (method of) communication used by the user;
- b. to notify the user's internet provider of the user's behaviour in violation of § 2 of these terms of use and to request that the user's internet access and/or web hosting accounts be blocked;
- c. to temporarily or permanently deny the user access to Bconnect services .

§ 6 Privacy Protection

6.1 By agreeing to these Terms of Use, the user agrees to the storage of any personal data they may provide, as well as content, usage, traffic, and connection data. Bconnect is authorized, if permitted by law, and reserves the right to disclose such user personal data to relevant third parties in the event of use of additional Bconnect services by a user who does not comply with the conditions set out in these Terms of Use, for the purpose of taking measures to stop such unauthorized use, including legal action. Under no circumstances will Bconnect disclose user data to third parties for advertising purposes.

6.2 In the performance of the agreement between the parties, it may be necessary for Bconnect to process personal data belonging to the Client (and/or employees and/or clients of the Client). The Client authorizes Bconnect to process personal data and to provide it to third parties when this is necessary for the performance of the Assignment .

6.3 Bconnect will implement appropriate technical and organizational measures to protect the personal data of the Client (and/or employees and/or clients of the Client) against loss or unlawful processing. When engaging third parties, Bconnect will ensure that they comply with the obligations of this article (Article 6).

6.4 As a processor, Bconnect will enable the Customer to comply with its obligation to report data breaches. Bconnect will inform the Customer without delay (no later than within 2 business days) after discovering a personal data security breach and will provide the Customer with full cooperation in investigating and resolving the discovered breach and its consequences. If and to the extent the Customer has reason to suspect that a data breach has occurred at Bconnect , the Customer is obligated to immediately report this suspected data breach to Bconnect .

§ 7 Payments

7.1 The customer must pay the setup fee to Bconnect within 30 days of the invoice date . After payment of the setup fee, Bconnect will begin customizing the Bconnect service.

7.2 All other costs (service fee and costs of chats conducted) arising from a quotation and/or an agreement concluded with Bconnect and/or from any provision of these General Terms and Conditions, will be paid to Bconnect by the customer within 30 days after the invoice date of the relevant invoice .

7.3 The customer authorizes Bconnect to collect all claims from the bank account specified by the customer.

7.4 If the customer has any objections to the invoice received, they must notify Bconnect of these objections in writing within 7 days of the invoice date . Failing to do so will constitute the invoice's accuracy. If the customer has notified Bconnect of their objections in a timely and written manner , they can have their own bank initiate a refund of the debited amount within 5 business days of the direct debit from their bank account. Failing to do so will constitute a waiver of this right.

7.5 The customer is legally in default if their payment obligation(s) are not met or not met on time. In that case, the customer owes interest of 1.5% per month, without further notice of default, with part of a month being considered a full month. The customer also owes extrajudicial costs of 15% of the principal amount, with a minimum of €150, without prejudice to Bconnect 's right to claim additional, actual costs incurred.

7.6 All payments by the customer to Bconnect will first be applied to any outstanding (extrajudicial) costs, then to the interest, and finally to the oldest outstanding invoice.

7.7 The fact that the customer, for whatever reason, cannot make proper use of Bconnect 's services for any period of time never entitles the customer to suspend or discontinue payments owed to Bconnect , in whole or in part, or to demand termination of the agreement. The customer is not entitled to offset its obligations to Bconnect against any claim it may have against Bconnect for any reason whatsoever .

7.8 If the customer removes the Bconnect HTML script from its website on its own initiative , as a result of which Bconnect can no longer provide its services, the customer is obliged to pay to Bconnect a minimum of €250 per month for the (remaining) term of the agreement or (if the average monthly amount already invoiced by Bconnect to the customer for chats conducted is higher than € 250) the average monthly invoiced amount plus the remaining monthly service fees .

7.9 Bconnect The agreed prices may be indexed monthly, semi-annually, or annually. If the annual price index according to the service price index (DPI) series for commercial services and transport (2015 = 100), published by Statistics Netherlands (CBS), is higher than 2%, the DPI will be used as the annual index. If indexation takes place in the shorter term (monthly or semi-annually), the DPI will be used as such if the total indexation, adjusted to an annual basis, is higher than 2%.

§ 8 Termination or dissolution and extension of agreements

8.1 Bconnect is entitled to terminate or dissolve an agreement with a customer immediately and without judicial intervention with immediate effect by means of a notice to the customer if :

- a. the customer has provided any incorrect information when entering into a quotation and/or an agreement or has not informed Bconnect of facts and/or circumstances the importance of which, in Bconnect 's opinion , is such that Bconnect would not have entered into the quotation and/or the agreement or would not have entered into it under the same conditions if Bconnect had been aware of the correct state of affairs;
- b. the customer fails to fulfil one or more obligations arising from a quotation and/or agreement or the General Terms and Conditions, fails to fulfil them on time or fails to fulfil them completely, in which case the customer is automatically in default, without further notice or notice of default;
- c. the Customer applies for a suspension of payments (whether or not provisional), the Customer's bankruptcy is requested or declared, the Customer offers an amicable or judicial settlement to his/her creditors, or sells, liquidates or closes down his/her company;
- d. the customer decides to liquidate, close down or sell the legal entity or company, ceases the company in whole or in part or moves it to a country other than the Netherlands, or the customer decides to such a cessation or relocation;
- e. the customer submits a request for admission to the debt restructuring for natural persons, the debt restructuring for natural persons is declared in respect of the customer , the customer is placed under guardianship, leaves the Netherlands temporarily or settles abroad;
- f. the client dies or, if the client is a general partnership, the partnership is dissolved due to the death of a managing partner;
- g. a conservatory or execution attachment is levied on all or part of the customer's assets, as well as in the event of judicial attachment.

8.2 In such an event of termination or cancellation of a quote and/or an agreement, the customer is obligated to pay all amounts owed by the customer to Bconnect , plus interest and (extrajudicial) costs, as immediately due debts, without prejudice to Bconnect 's right to full compensation, including other costs, damages, and interest incurred as a result of the termination/dissolution, including reimbursement of judicial and extrajudicial costs. The customer is obligated to pay the agreed-upon license fees in full, including for any installments (months) yet to be due, and is not entitled to any refund of license fees already paid.

8.3 Interim termination or cancellation of a quotation and/or an agreement at the request of the customer is only possible if the parties have reached an agreement in mutual consultation on the financial consequences of the interim termination or cancellation and this agreement has been recorded in writing.

8.4 Fixed-term agreements are extended for an indefinite period after the expiry of the term. The customer can terminate the agreement and any additions at the end of the current agreement, subject to a three-month notice period. After the first term expires, the customer can terminate the agreement at the end of the month, subject to a three-month notice period. The notice period commences at the end of of the calendar month in which the termination takes place. Termination must be communicated to Bconnect in writing .

§ 9 Security

9.1 If Bconnect has reasonable doubt that the customer will not fulfill their obligations under the quotation and/or the agreement, the customer is obligated to provide security upon Bconnect 's first request . This security will expire only after the customer has fulfilled all their obligations under the quotation and/or the agreement.

§ 10 Joint and several liability

10.1 If several (legal) persons have jointly entered into a quotation and/or an agreement as a customer, each of them is liable to the customer Bconnect is jointly and severally liable for the fulfillment of the obligations arising from the quotation and/or the agreement and these inseparable General Terms and Conditions.

§ 11 Liability

11.1 The user and the customer shall indemnify Bconnect against all claims that may be submitted by them or by a third party against Bconnect , arising from or in connection with the ownership, possession, or exploitation of Bconnect 's products and/or services, and which are not eligible for reimbursement by the insurance company to Bconnect .

11.2 If the customer, for whatever reason, is unable to make proper use of the services or products of Bconnect for any period of time , the customer is never entitled to compensation, in any form whatsoever, from Bconnect .

§ 12 Amendments to the General Terms and Conditions

12.1 Bconnect reserves the right to make changes and adjustments to these Terms and Conditions at any time by including the new Terms and Conditions in the monthly invoice. These changes and adjustments are binding as soon as the Customer continues to use the Bconnect services.

§ 13 Jurisdiction and Severability Clause

13.1 The Amsterdam District Court has jurisdiction to hear and decide on any disputes arising from this agreement, including refusal of payment or non-payment. All amendments to these Terms of Use, including the clause regarding the required written form, must be agreed upon in writing. If any provision is void or annulled, the remaining provisions of these Terms of Use will remain in full force and effect.