

Sendsteps Terms of Service(s)

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Introduction

Welcome to Sendsteps! Sendsteps offers Customer a software as a service solution for the use of a web-based presentation creation and audience response system. The system allows the creation of presentations and documents through user input or via the use of artificial intelligence. It also provides real-time interaction between a presenter and its audience via devices as described on Sendsteps' website such as laptops, tablets and smartphones. A general description of the different services that Sendsteps offers can be found on Sendsteps' website. Sendsteps offers Customer the possibility to use its web based software services by providing Free Services and Paid Services. In these Terms of Service(s) Sendsteps sets out the terms and conditions that apply to its Services.

About Sendsteps

Company name Sendsteps B.V.

Address Haarlemmerweg 321B in (1051 LG) Amsterdam, The Netherlands

Phone +31 (0)20 716 3656

E-mail info@sendsteps.com

Account Number NL29 ABNA 0422721964

VAT Number NL8197.19.936.B01

BIC/SWIFT ABNANL2A

Dutch Chamber of Commerce registration number 34307436

1. Applicability

1.1

These Terms of Service(s) apply to and form an integral part of all Agreements with Sendsteps for the use of any Paid Services or Free Services and apply to every use of the Service(s) by Customer, End User(s) and/or Audience. Any general terms and conditions of Users are rejected and do therefore not apply.

2. Definitions

2.1

The capitalized terms used in these Terms of Service(s) are defined words that shall have the following meaning:

Account The portal, accessible with a user name and password, that provides the Customer access to the Service(s) and that contains general information regarding the Customer and the applicable Service(s);

Agreement an Order Form and/or any other agreement with Sendsteps, including these Terms of Service(s);

Application A web-based audience response system for real-time interaction during a presentation between an Audience and a presenter via devices as described on Sendsteps' website such as laptops, tablets and smartphones, including an add-in software program and management portal;

Audience Each individual who makes use of the interaction functionalities of the Application under the License of a Customer;

Content All data, including pictures, surveys, user data (such as user names) and personal information, submitted to the Application by a User of the Application;

Customer The individual or entity with whom Sendsteps has entered into (an) Agreement(s) for the use of a Paid Service or a Free Service(s);

End User(s) Each individual who makes use of a Paid Service or a Free Service under the License of a Customer, not including Audience;

Free Service A free service provided by Sendsteps whereby the Customer does not have to pay for the use of the Application;

License(s) A right of a Customer to have End User(s) and Audience use the Paid Service or Free Service;

Order Form A registration form or any other document entered into by Sendsteps and Customer (online or off line) for the use of the Service(s);

Paid Service A paid service(s) provided by Sendsteps whereby the Customer has to pay for the use of the Application and/or other Service(s) or the Student Service;

Paid Service Event A one-off Paid Service for a specific event as described on Sendsteps' website;

Paid Service Fun A one-off Paid Service for fun as described on Sendsteps' website;

Sendsteps Sendsteps B.V.;

Service(s) Any Free Service or Paid Service and/or any other service(s) agreed between Customer and Sendsteps as specified in the Account;

Student Version The service(s) provided by Sendsteps to students whereby the student is the Customer without any payment obligation for the use of the Application as described on Sendsteps' website;

Sub Account The portal, accessible with a user name and password, that provides End User(s) access to the Service(s) under the License(s) of a Customer and that contains general information regarding the Customer and the applicable Service(s);

Terms of Service(s) These Terms of Service(s);

User(s) Customer(s), End User(s) and/or Audience

3. Service(s)

3.1

The agreed Service(s) are specified in the Account.

3.2

Customer can choose for an upgrade of the Service(s), for example by upgrading from a Free Service to a Paid Service, by obtaining additional License(s) to a Paid Service or by obtaining additional functionalities within a Paid Service. Upgrades may be requested by Customer at any time.

3.3

Sendsteps also performs moderator services. Customer can contact Sendsteps if it wishes to make use of such moderator services. The Terms of Service(s), including but not limited to clause 6.2

regarding Customer's obligations with respect to interoperability, also apply to such moderator services agreed upon between Sendsteps and Customer.

3.4

All obligations for Sendsteps including the Service(s) qualify solely as best efforts obligations and not as result obligations.

3.5

The Service(s) may only be used by User(s) for audience response purposes under the conditions as set out in the Terms of Service(s).

3.6

The Service(s) are intended for business use only, except for the Student Service. Customer warrants that it will use the Service(s) (other than the Student Service) for business use only and not for consumer purposes.

4. License(s) and intellectual property rights

4.1

Sendsteps grants a non-exclusive, non-transferable and revocable license to Customer to use the Paid Service or Free Service for the term of the Agreement subject to the terms and conditions of the Terms of Service(s).

4.2

Customer is responsible for allocating an individual End User to a License. End User(s) must be employees of Customer or the Customer's group companies. Sendsteps preserves the right to not accept an End User(s) if to Sendsteps sole discretion there are reasonable grounds. Customer warrants that the number of End Users does not exceed the number of the License(s) under the Paid Service or Free Service and that not more than one individual End User uses a Sub Account under a License.

4.3

All intellectual property rights regarding the Service(s), including but not limited to the Application, knowhow, information, analysis, design and user manuals, remain exclusively with Sendsteps or its third party licensors. The Application is not sold or transferred to User(s) in any way.

4.4

A License does not include the right to a copy of the Application or the source code. A License does not include the right to, and Users are not allowed to:

- (1) (partly or completely) copy or reproduce the Application;
- (2) assign, lease, sub-license, encumber, disclose or otherwise make available (parts of) the Application;
- (3) change or make error corrections to (parts of) the Application;
- (4) reverse assemble, reverse engineer, decompile or otherwise attempt to derive the source code of (parts of) the Application.

5. Duration, upgrades and downgrades

5.1

Sendsteps will only provide a License to Customer and use of the Paid Service and/or Free Service is only allowed for the term of an Agreement and under the Terms of Service(s) and:

5.1.1

where it concerns a Paid Service other than a Student Service after Customer submits the Order Form and has accepted the Terms of Service(s) and Sendsteps has received the fees for the Services as described in clause 8 of the Terms of Service(s);

5.1.2

where it concerns a Free Service or a Student Service: after Customer submits the Order Form and has accepted the Terms of Service(s);

5.1.3

where it concerns upgrades: after Customer submits its request for additional Service(s) and Sendsteps has received the fees for the additional Services and Customer has accepted the Terms of Service(s).

5.2

An Agreement is effective as of the date set out in clause 5.1, except for upgrades. An upgrade is considered an amendment of the existing Agreement.

5.3

An Agreement regarding a Paid Service, other than an Agreement regarding the Paid Service Event or an Agreement regarding the Paid Service Fun, has an initial term of one (1) year, unless terminated earlier in accordance with the Terms of Service(s). Following the initial term of one (1) year, the Agreement is automatically extended for successive terms of one (1) year unless Sendsteps or Customer informs the other party in writing that it wishes not to extend the Agreement taking into account a notice period of one (1) month before the end of the then applicable term. If the Customer and Sendsteps agree to an upgrade before the end of the then applicable term of the Agreement, a new one-year-term within the existing Agreement commences as of the date set out in clause 5.1.3.

5.4

An Agreement regarding a Paid Service Event has a term of one (1) week. An Agreement regarding a Paid Service Fun has a term of three (3) calendar days. Such Agreements expire automatically and without a party's notice being required, unless terminated earlier in accordance with the Terms of Service(s). Such Agreements cannot be extended.

5.5

Customer has the right to downgrade a Paid Service into a different Paid Service or to lesser functionalities within the chosen Service(s) by specifying in writing to Sendsteps the desired downgrade taking into account a notice period of one (1) month before the end of the then applicable term of the Agreement.

5.6

If the event of termination of a Paid Service, the Agreement regarding a Paid Service will automatically revert into an Agreement regarding a Free Service under the Terms of Service(s).

5.7

An Agreement regarding a Free Service has an indefinite term, unless terminated by Sendsteps or Customer in accordance with clause 12.3 of the Terms of Service(s).

6. Customer and End User responsibilities

6.1

Customer and End User shall timely provide all assistance, data and information necessary for Sendsteps to provide the Service(s). Customer will deliver data and information in the form and manner set out by Sendsteps. Customer and End User shall act in accordance with Sendsteps' instructions for the use of the Application.

6.2

Customer and End User are responsible for the internet connection, interoperability, web browser, updated Microsoft software and equipment that enables User(s) to access and use the Application. Customer shall:

- (1) install the Application on Microsoft Windows computers with the most recent available Microsoft Windows software only;
- (2) install and use the most recent version of (any part of) the Application;
- (3) be responsible for a functioning internet connection;
- (4) not use the Application via a VPN (Virtual Private Network) connection.

6.3

Customer and End User ensure that the Content, software and equipment used is free of viruses, worms, Trojan horses or other codes or instructions that are designed to disrupt or damage the Application or any communication and that it cannot damage or disrupt the Application or any communication in any other way.

6.4

Customer and End User use the Application at their own risk. Sendsteps does not guarantee that the Application meets Customer's expectations.

6.5

Customer is responsible for the use of the Application by End User(s) and by Audience. All acts related to a License are considered to take place under the responsibility and supervision of Customer. Customer warrants that End User(s) and Audience comply with the Terms of Service(s) notwithstanding any independent obligations of End User(s) and Audience against Sendsteps under the Terms of Service(s). Customer will notify Sendsteps immediately if it suspects or becomes aware of abuse or unauthorized use of License(s) and/or the Application.

6.6

Customer procures that Customer and End User(s) keep log in information including but not limited to user name(s) and password(s) to the Application confidential. This includes but is not limited to the obligation not to share log in information with the Customer's (other) employees.

7. Service availability, maintenance, updates and support

7.1

A Service is provided on an "as is" basis. Sendsteps will make reasonable efforts to provide Customer with continuous access to the Service(s). Sendsteps will also make reasonable efforts to correct any errors in the Application. Parties however acknowledge that the Service(s) may not always be accessible and that the Application may not always operate without interruptions, errors or defects.

7.2

Sendsteps is entitled to block access to the Application and to switch off certain functionalities of the Application in order to perform the necessary maintenance, updates or improvements to the Service(s) without prior notice. Sendsteps is not liable for any downtime as a result of this. Sendsteps strives to inform Customer in advance of planned maintenance that Sendsteps believes may temporarily affect the availability of the Service(s).

7.3

Sendsteps preserves the right to automatically add additional features or program adjustments, updates and upgrades to the Application. Customer agrees in advance to install and/or accept new version(s) of the Application.

7.4

Sendsteps does not warrant timely adjustment of the Service(s) to amended legislation or regulation.

7.5

Sendsteps offers different scopes of support, depending on the agreed Service(s). The applicable level of support is specified in the Account.

8. Payment

8.1

Customer shall pay to Sendsteps the fees specified in the Account, unless Customer has an Agreement regarding a Free Service or an Agreement regarding a Student Service. All fees and prices are increased with VAT and other taxes, levies or tolls if applicable.

8.2

Payment by Customer to Sendsteps must be made in advance of each term for the entire term. In case of an upgrade the prepaid fees will be settled on a pro rata basis with the fees for the new term.

8.3

Payment of the fees by Customer to Sendsteps for the initial term and payment of fees for upgrades must be made in accordance with the payment methods as described on the Sendsteps' website, unless payment on an invoice basis is agreed upon. Invoices must be paid by Customer to Sendsteps within fourteen (14) days following the invoice date, or, if the desired commencement date of the Agreement lies within fourteen (14) days following the invoice date, before the desired commencement date of the Agreement. Payment terms are fatal terms as mentioned in article 6:83 sub a Dutch Civil Code.

8.4

If the Agreement is extended pursuant to clause 5.3 of the Terms of Service(s), Sendsteps will collect the fees from Customer due for the following term via the chosen payment method. If Sendsteps for whatever reason is unable to collect the fees from Customer or, if payment on an invoice basis is agreed upon, has not received full payment of the invoice within the agreed payment term, a five-day-grace period commences. During this period of five calendar days following Sendsteps' first attempt to collect the fees, Sendsteps will make attempts to collect the fees due by Customer in accordance with the chosen payment method. If Sendsteps does not succeed in collection of the fees or, if payment on invoice basis is agreed upon, does not receive full payment by the end of this grace period, Sendsteps has the right to suspend the performance of its obligations notwithstanding any other rights. This

includes, but is not limited to, the right to block Customer's (including End User(s)' and Audience's) access to the Application. This will not affect Customer's payment obligations. The fees will remain due and payable by Customer. Sendsteps will give Customer written notice of the failure to collect the fees or, if payment on invoice basis is agreed upon, of the non-payment of the invoice.

8.5

Any right for Customer to suspend or settle any payment obligation is excluded.

8.6

Services and fees may be amended by Sendsteps from time to time. Sendsteps will give prior written notice to Customer of such amendments. Amendments will take effect as from the next one-year-term of an Agreement. If Customer does not agree with any amendment of the Service(s) or fees, Customer has the right to terminate an Agreement taking effect from the end of the then applicable one-year-term.

8.7

A Customer with an Agreement regarding a Paid Service has the right to terminate the Paid Service without cause within fourteen (14) days from the initial and each subsequent term by giving notice in writing to Sendsteps via legal@sendsteps.com. Sendsteps will repay to Customer the full amount of fees paid by Customer to Sendsteps within fourteen (14) days from receipt of this notice of termination. Customer is not entitled to a refund if Customer or its End User has used the Application with an Audience during the aforementioned fourteen (14) days from the initial term and/or if the Customer or its End User has tested the functionalities of the Application by using the interaction functionalities.

8.8

Customer will immediately notify Sendsteps of any changes in its name, address, e-mail address, bank account number, credit card information and other relevant information regarding the chosen payment method by updating the information in its Account.

9. Content

9.1

Customer is responsible for the use of the Application and the submission of Content by End User(s) and Audience.

9.2

Customer and End User(s) are not allowed to use the Application and to submit Content that is in conflict with applicable legislation and regulations, the Terms of Service(s) and any other Agreement. This includes, but is not limited to, a prohibition for Customer and End User(s) to use Content that infringes intellectual property rights of Sendsteps or third parties.

9.3

In addition, Customer and End User(s) are prohibited to use the Application in an inappropriate manner and to submit Content that is generally considered inappropriate. This includes, but is not limited to, Content that is libelous, harassing, promotes violence or is discriminatory.

9.4

Sendsteps has the right to remove Content that, in the opinion of Sendsteps, does not meet the requirements of clauses 9.2 and 9.3. Sendsteps also has the right to remove Content that according to

a third party is unlawful or constitutes an infringement of intellectual property rights. In such cases Sendsteps cannot be obliged to investigate and assess the validity of such claims.

9.5

Sendsteps is not obliged to perform data recovery in case of loss of or damage to Content. Sendsteps preserves the right, but is not obligated, to create back-ups of Content.

9.6

The rights relating to the Content submitted under the Agreement regarding a Paid Service remain with Customer.

9.7

The rights relating to the Content submitted under the Agreement regarding a Free Service remain with Customer. Sendsteps shall have a non-exclusive, perpetual, irrevocable and comprehensive right to copy, process and use Content submitted under an Agreement regarding a Free Service for purposes of analysis and promotion. This clause also applies to Content submitted under the Agreement regarding a Paid Service when such Agreement is converted to an Agreement regarding a Free Service as described in clause 5.5 of the Terms of Service(s).

10. Data processing

10.1

Sendsteps and Customer shall at all times comply with their respective obligations under the provisions of the General Data Protection Regulation and European Directive on Privacy and Electronic Communications and applicable law. References in this clause to "Processor", "Controller" and "Personal Data" shall have the meanings assigned to them in the General Data Protection Regulation (Regulation (EU) 2016/679) or any amendments thereto.

10.2

This clause 10.2 up to and including clause 10.12 applies only if and to the extent that Sendsteps or any of its subcontractors, as part of the fulfillment of its obligations under the Agreement, processes Personal Data as Processor on behalf of Customer acting as Controller. Customer agrees that Sendsteps may contract subcontractors. Sendsteps shall and shall procure that its subcontractors shall:

10.2.1

at all times take appropriate technical and organizational measures against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;

10.2.2

as soon as possible notify Customer if it receives any complaint, notice or communication that relates directly or indirectly to the processing of Personal Data under the Agreement, provide co-operation and assistance in relation to any such complaint, notice or communication.

10.3

Sendsteps shall process Customer's Personal Data for the benefit of Customer, in accordance with Customer's instructions and for the purposes determined by Customer. In general the purposes of processing will consist of allowing people to vote and post question and enable them to have user accounts on Processor's services.

10.4

The Customer undertakes to use Sendsteps' Services to process the following categories of (personal) data::

- First name;
- Last name;
- E-mail addresses;
- Phone numbers;
- Names of employees;
- IP addresses;
- Chamber of Commerce registration numbers;
- VAT number.

10.5

The permitted processing operations shall be semi-automated and performed under the control of Sendsteps. Sendsteps is solely responsible for the processing of Personal Data under this clause 10 in accordance with the instructions of Customer and under the (final) responsibility of Customer.

Sendsteps is not responsible for any other processing operations involving personal data, including the gathering of Personal Data by Customer, processing for purposes that Customer has not reported to Sendsteps and processing by third parties and/or for other purposes not stated in this clause 10.

10.6

Customer represents and warrants that it has a valid legal basis to process the relevant Personal Data and to engage Sendsteps in relation to such processing of personal data. Furthermore, Customer represents and warrants that the processing by Sendsteps is not unlawful and does not infringe any rights of a third party. In this context, Customer indemnifies Sendsteps of all claims and actions of third parties related to the unlawful processing of Personal Data.

10.7

In case applicable privacy legislation requires a privacy impact assessment to be conducted before the intended processing under this clause 10, then Sendsteps shall provide Customer with assistance to the extent necessary and reasonable. Sendsteps may charge reasonable costs for the aforementioned assistance.

10.8

Where a data subject submits a request to Sendsteps regarding his/her personal data (for example, to inspect, correct or delete the data, or to receive a copy of the data), Sendsteps will forward the request to Customer and the request will then be dealt with by Customer. Sendsteps may notify the data subject hereof. On Customer's request, Sendsteps will provide assistance with handling such request to the extent necessary and reasonable. Sendsteps may charge reasonable costs for such assistance.

10.9

In the event of a security breach, Sendsteps shall, to the best of its ability, notify Customer thereof without undue delay, after which Customer shall determine whether or not to inform the data subjects and/or the relevant regulatory authority. A 'security breach' is a breach of Sendsteps' security, leading to (a significant chance of) severe negative consequences for the protection of Personal Data.

10.10

If required by law and/or regulations, Sendsteps shall cooperate in notifying the relevant authorities and/or data subjects. Customer remains the responsible party for any statutory obligations in respect thereof.

10.11

The duty to report a security breach includes in any event the duty to report the fact that a Personal Data breach has occurred, including details regarding:

10.11.1

the (suspected) cause of the breach;

10.11.2

the nature of the breach, including, where possible, the categories and approximate number of data

10.11.3

subjects concerned, and the categories and approximate number of data records concerned;

10.11.4

the (currently known and/or anticipated) consequences thereof;

10.11.5

the (proposed) solution;

10.11.6

the measures that have already been taken to address the personal data breach, including, where appropriate, to mitigate its possible adverse effects.

10.12

All Personal Data processed by Sendsteps (and/or its sub-processors) on behalf of Customer is subject to a duty of confidentiality vis-à-vis third parties. Sendsteps shall bind its employees and/ or sub-processors, who will perform processing activities, to an obligation of confidentiality. This duty of confidentiality will not apply in the event that Customer has expressly authorized the furnishing of such information to third parties, where the furnishing of the information to third parties is reasonably necessary in view of the nature of the instructions and the implementation of this data processing agreement, or where there is a legal obligation to make the information available to a third party.

10.13

Where Customer provides Personal Data to Sendsteps, the Personal Data remains the property of Customer.

10.14

Within thirty (30) days after termination of an Agreement Sendsteps will delete all (Personal) Data relating to an Agreement from its systems, except for data that Sendsteps is required under applicable legislation to keep. Within the aforementioned thirty (30) day period, Customer has the possibility to export its (personal) data in Excel format.

10.15

Customer can copy all Personal Data in CSV-format from its Account. Following termination of the Account, during the thirty-day-period set out in clause 10.14, on Customer's written request Sendsteps shall send Customer a copy of all such Personal Data held by it under the Agreement, in

the format and on the media reasonably specified by Customer, and shall promptly inform Customer if any such Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable.

10.16

At the request of Customer, Sendsteps shall return any Customer's Personal Data, without retaining any copies thereof.

11. Confidentiality

11.1

Sendsteps and Customer shall keep confidential and agree not to disclose to third parties any confidential information of the other party. Confidential Information refers to all commercial, technical and other information that is or may come into the other party's possession during the term of the Agreement and that (1) regards the Service(s) (2) regards the Agreement between Sendsteps and Customer, (3) regards intellectual property rights of Sendsteps, Customer or any of their third party licensors and (4) is not public and must reasonably be expected to be confidential.

11.2

The obligation not to disclose confidential information shall not apply to any information that (1) is or generally becomes available to the public, (2) was already lawfully in the possession of Sendsteps or Customer prior to being furnished by the other party (3) becomes available to Sendsteps or Customer on a non-confidential basis, (4) that Sendsteps or Customer is required to disclose by law or by order of any judicial or regulatory body provided that the party will notify the other party of the disclosure requirement as soon as reasonable practicable after becoming aware of it and (5) that Sendsteps or Customer must disclose to be able to prosecute intellectual property right infringements.

12. Termination

12.1

If Customer has an Agreement regarding a Free Service:

12.1.1

Customer has the right to terminate the Agreement with immediate effect at any time by deleting its Account; and

12.1.2

Sendsteps has the right to terminate the Agreement at any time by written notice with observance of a one (1) month notice period and by written notice and with immediate effect in case of a breach of any obligations of Customer and, if the breach can be remedied, the Customer fails to remedy that breach within a reasonable remedy period specified in a written notice of default, providing full details of the breach, unless the breach taking into account the special nature or minor significance does not justify the termination and its consequences.

12.2

If Customer has an Agreement regarding a Paid Service both Sendsteps and Customer have the right to terminate the Paid Service:

12.2.1

at any time by written notice with observance of a notice period of at least one (1) month before the end of the relevant one-year-term, as described in clause 5.3, except if it concerns an Agreement

regarding a Paid Service Event of an Agreement regarding a Paid Service Fun; and

12.2.2

by written notice and with immediate effect in case of a breach of any obligations of the other party, and, if the breach can be remedied, the other party fails to remedy that breach after the receipt of a written notice of default which has to contain the full details of the breach and in which the other party is given a reasonable period (of at least ten (10) days) to remedy the breach, unless the breach taking into account the special nature or minor significance does not justify the termination and its consequences.

In addition, Customer has the right to terminate the Paid Service pursuant to clauses 8.6 and 8.7 of the Terms of Service(s).

12.3

Notwithstanding clauses 12.1 and 12.2, Sendsteps has the right to terminate the Agreement and to block the access of Customer and/or the access of its End User(s) and Audience to the Service(s) or to suspend any obligations of Sendsteps under the Agreement with immediate effect and without a notice of default being required if one of the following circumstances occurs:

12.3.1

User(s) violate intellectual property rights of Sendsteps, Sendsteps' third party licensors or other third parties or, to Sendsteps' sole discretion, in any other way causes or may cause harm to Sendsteps, its third party licensors or other third parties;

12.3.2

User(s), to Sendsteps' sole discretion, engages in fraudulent, immoral, illegal or unlawful activities, or if Content is inappropriate, including but not limited to Content that is libelous, harassing, pornographic, promotes violence or is discriminatory;

12.3.3

a request for insolvency of Customer has been filed, or Customer has been declared insolvent, or a suspension of payment of Customer has been granted or any other type of insolvency proceedings has been declared applicable to Customer; and/or

12.3.4

Customer's business is (partially or completely) discontinued or wound up or (partially or completely) transferred to a third party, or if a direct or indirect change of control occurs in the decisive control of Customer's company

12.3.5

if to Sendsteps' sole discretion there are other serious grounds or changed circumstances whereby continuation of the Agreement in reason cannot be expected from Sendsteps.

12.4

The termination of an Agreement leaves any other Agreement(s) between Sendsteps and Customer unaffected.

12.5

Customer and Sendsteps have no termination rights other than the rights described in the Agreement.

13. Effects of termination

13.1

Upon termination of an Agreement by either Sendsteps or Customer any License(s) and any and all other rights under the Agreement shall end immediately as of the termination date. User(s) shall immediately stop using the obtained License(s) and Customer and End User(s) shall de-install the Application.

13.2

If Customer pursuant to clause 12.2.2 of the Terms of Service(s) validly terminates the Agreement regarding a Paid Service(s) before the end of the term due to a breach of an obligation by Sendsteps, the Customer is entitled to a refund of prepaid fees on a pro rata basis. The refund will concern the following period: the date of the breach or, if the breach can be remedied, the first day following expiration of the reasonable remedy period, until the end of the then applicable term. Customer is not entitled to a refund in case of a termination by Sendsteps pursuant to section 12.2.2 or 12.3 of the Terms of Service(s).

13.3

A termination by Sendsteps for whatever reason shall under no circumstances result in a right to compensation of damages or financial compensation for Customer. A termination by Sendsteps leaves Sendsteps' rights in connection with the termination, including but not limited to the right to claim damages, unaffected.

13.4

All clauses of the Terms of Service(s) or any Agreement which by their nature are destined to continue after termination shall remain in full force and effect following termination. Termination in any event does not release Sendsteps and Customer from their obligations regarding intellectual property rights, confidentiality, data protection, liability, applicable law and choice of forum.

13.5

In addition to clause 10.14 regarding Personal Data, within thirty (30) days after the termination of an Agreement Sendsteps will also delete User's Content from its systems, except for data that Sendsteps is required under applicable legislation to keep. Within the aforementioned thirty (30) day period, Customer has the possibility to export its Content from the Account in Excel format.

14. Force Majeure

14.1

If Sendsteps cannot (partially or fully) fulfill its obligations under an Agreement due to circumstances beyond its control, a so-called force majeure event (overmacht), Sendsteps' relevant obligation(s) shall be suspended for the term of such force majeure event. Sendsteps will not be liable for damages that result from such force majeure events.

14.2

A force majeure event on the part of Sendsteps includes but is not limited to: natural disasters, fire, wars, theft, strikes, measures by public authorities, power failures, failures of network, internet or telecommunication facilities, viruses or other disruptions of the Application caused by third parties, damage to servers, loss of data and a failure to perform by Sendsteps' suppliers, subcontractors or any other party that is involved in execution of its obligations to Customer.

14.3

If a force majeure event continues for more than thirty (30) days, Customer has the right to terminate the Agreement by written notice. In case of a termination pursuant to this clause, Customer is entitled to a refund of prepaid fees on a pro rata basis. The refund will concern the following period: the first day of incomplete or non-performance by Sendsteps until the end of the then applicable term.

15. Limitation(s) of liability

15.1

Without prejudice to any other limitations of liability an attributable breach of Sendsteps in the performance of any obligations under an Agreement gives rise to liability only if, when the breach can be remedied, Sendsteps fails to remedy the breach, after the receipt of a written notice of default which has to contain the full details of the breach and in which Sendsteps is given a reasonable period (of at least ten (10) days) to remedy the breach.

15.2

Any and all liability of Sendsteps regarding an attributable breach in relation to any Free Service and/or in relation to the use of a Student Service is excluded, except in case of willful misconduct or gross negligence of Sendsteps.

15.3

Without prejudice to any other limitations of liability Sendsteps is not liable for damages, costs or losses of any kind caused by:

15.3.1

false and/or incomplete data provided by User(s) to Sendsteps;

15.3.2

the use of the Application by User(s) for other purposes than for which it was provided;

15.3.3

content submitted to the Application by User(s);

15.3.4

failure in network, Internet, telecommunication, software and/or hardware facilities of User(s);

15.3.5

a force majeure event (as defined in the Terms of Service(s)).

15.4

Without prejudice to clause 15.2 and except for liability for damage that is caused by willful misconduct or gross negligence of Sendsteps, the total and aggregate liability of Sendsteps for any and all claims arising from an attributable breach in the performance of any and all obligations under an Agreement or on any other legal basis is limited to:

15.4.1

direct damages; and

15.4.2

to a yearly maximum and total liability of 30 percent of the fees actually paid by a Customer to Sendsteps under an Agreement relating to the contract year in which the event(s) that give(s) rise to the claim has/have arisen.

15.5

Any and all liability of Sendsteps for indirect damages is excluded. Indirect damages in any event include but are not limited to consequential loss, loss of income, loss of savings, damage as a result of business interruption, damages as a result of claims of third parties and/or loss of data and/or any costs in relation to a system build up caused by a virus or hack or similar event.

15.6

Any right against Sendsteps to claim damages expires if Sendsteps has not received a written claim for damages within two (2) months following the event that gives rise to a claim.

15.7

Any and all obligations under an Agreement are solely entered into by Sendsteps. User(s) waive any and all rights (if any) against any third party other than Sendsteps involved in the performance of an Agreement. If despite the above a third party involved by Sendsteps in the performance of an Agreement would be liable such third party can invoke all limitations of liability that apply to Sendsteps in a similar manner.

16. Assignment and subcontracting

16.1

Customer is not permitted without Sendsteps' prior written approval to assign the rights and obligations ensuing from an Agreement to third parties nor to provide third parties with any other rights regarding an Agreement.

16.2

Sendsteps has the right assign the rights and obligations ensuing from an Agreement to third parties. In addition, Sendsteps has the right to make use of the services of third parties in the performance of an Agreement. These parties can invoke rights under the terms and conditions that apply to Sendsteps in an Agreement.

17. Notices

17.1

If a written notice of a party is required under the Terms of Service(s) this shall mean a notice by e-mail.

17.2

Written notices to Sendsteps shall be considered valid notices under the Agreement if sent to:

17.2.1

legal@sendsteps.com: where it concerns legal matters;

17.2.2

sales@sendsteps.com: where it concerns commercial matters;

17.2.3

support@sendsteps.com: where it concerns support matters;

17.2.4

info@sendsteps.com: where it concerns other matters.

17.3

All notices sent by Sendsteps to Customer's registered e-mail address shall be considered valid notices under the Terms of Service(s).

18. Applicable law and choice of forum

18.1

The Agreement, including the Terms of Service(s), is governed exclusively by Dutch law, excluding any private international law.

18.2

Sendsteps and Customer agree to make maximum efforts to, to the extent possible, amicably resolve any dispute that may arise between them in connection with the Terms of Service(s) and any Agreement. If parties fail to reach an amicable settlement, the competent court in the district of Amsterdam will have exclusive jurisdiction regarding all disputes submitted by the Customer. All disputes submitted by Sendsteps shall be exclusively settled by the Dutch Arbitration Dispute.

19. Miscellaneous

19.1

Sendsteps and Customer are and intend to remain independent contractors. There exists no agency, joint venture or partnership between Sendsteps and Customer.

19.2

If any part of the Agreement is invalid or unenforceable for any reason, the validity of the remaining part of the Terms of Service(s) shall not be affected and shall continue in full force and effect. Such an invalid or unenforceable provision shall be replaced or considered to be replaced by a valid provision that is acceptable and best approaches the scope of the invalid or unenforceable provision.

19.3

A failure to enforce a right or a remedy does shall not be deemed a waiver of such right or remedy.

19.4

A verbal notification, agreement or commitment made by Sendsteps or Customer shall have no legal effect, unless explicitly conformed by Sendsteps and Customer in writing.

19.5

Sendsteps preserves the right to change the Terms of Service(s) unilaterally. Changes will then also apply to existing Agreements between Sendsteps and Customer, provided that in such event Customer is entitled to terminate the Agreement as of the commencement date of the changed Terms of Service(s) or within ten (10) business days following the Customer's receipt of the changed Terms of Service(s) if the commencement date lies before the receipt date. If Customer does not enforce its right to terminate the Agreement within this term, the changed Terms of Service(s) will apply to any existing Agreement(s) between Sendsteps and Customer.