



B-lay General Service Terms

By accessing or using the B-Lay website and the B-Lay services, (together hereinafter the "Service"), however accessed, You agree to be bound by these terms of use ("**General Service Terms**"). The Service is provided by B-Lay BV ("B-Lay"). These General Service Terms will impact Your legal rights and obligations when using the Service. If You do not agree with all of these General Service Terms, do not access or use the Service.

1. General:

Your review of these General Service Terms before using the Service is necessary as they will apply to Your use of the Service from the moment You acquire our Service. These General Service Terms will govern any disputes arisen out of Your use of the Service.

B-lay reserves the right to terminate or generally cease offering or deny access to the Services or any portion thereof, immediately at any time without notice if (i) You are in breach of the General Service Terms, (ii) it is impractical to provide notice under the circumstances, or if (iii) in B-Lay's opinion, any delay in such termination would expose B-Lay or a third party to significant risk or damage.

All provisions of the General Service Terms shall survive any termination or expiration of the Service, except for the following titles: Section 4, Section 5 and the Description of Service.

2. Fees and Expenses:

You will be invoiced an amount for Your use of the Service ("Fees") as detailed in the specific Description of Service. The Fees are not refundable. All Fees are expressed in EURO, shall be paid in EURO and are exclusive of any taxes, duties, or any similar charges imposed by any government or any other state authority.

The amount payable on Your invoice will bear the VAT taxes as applicable.

Payment can only be made upfront upon ordering B-lay Services, via a credit or debit card, using Stripe, a secured online payment platform. The following credit and debit cards can be used for payment: Visa, MasterCard, and American Express.

Upon payment, You will get a receipt from the payment platform, followed by an invoice from B-lay that will be sent within 3 business days. The invoice will be addressed to the company as defined under the company details or billing details that are requested from You during the process of buying the Service.

3. Definitions:

Services: represent the Services delivered by B-Lay through B-Lay's website that are further described in the Description of Service.

Customer: is defined as "You" and "Your" and is further described as an individual or an entity using B-Lay website and/or B-Lay Services. Customer will be the company as defined in the company details that are requested from You during the process of buying the service.

Confidential Information: is defined as information as may be disclosed, furnished or communicated by either Party, in writing, verbally or through any other means of communication, on whatever medium, tangible or intangible: (i) any information, including, but not limited to, financial, corporate, operational or technical information or methods, information in connection with pricing, business, business development, forecasts, or whatsoever, (ii) any know-how, data, data drawings, photographs, graphics, design diagrams, test results, plans, systems, software, studies, recorded voice or images, etc. (iii) customers of Parties related information, (iv) the existence and content of this Agreement and the discussions held between the Parties with respect to the Description of Service, and (v) any other information whatsoever relating to a Party which may come to the knowledge of the other Party as a result of this Agreement, any other agreements or the discussions held between the Parties.

Data: is defined as all the information provided by You at the start of the Service through our data gathering portal your.zyncc.com. These are, among others documents, spreadsheets, answers to questions and script outputs required to deliver the Service. Once Your Data is submitted by You, all of the shared data is Data that will be used to deliver the Service. No new data can be added after this submission.



4. Description of Service:

All Services delivered by B-Lay shall be subject to these General Service Terms and shall be further described in the Description of Service as provided to You.

5. Intellectual Property:

Any deliverables You receive will be and remain the intellectual property of B-Lay. B-Lay grants You a royalty-free, non-transferable and non-assignable term license to access and to use the B-Lay Intellectual Property that B-Lay incorporates into deliverables provided to You. You may only use the deliverables in connection with the B-Lay Services.

6. Limitation of Liability:

B-LAY'S MAXIMUM LIABILITY FOR ANY ACTION, REGARDLESS OF THE FORM OF ACTION, WHETHER IN TORT OR CONTRACT, ARISING FROM PERFORMING THE SERVICES SHALL BE LIMITED TO I) RE-PERFORMANCE OF THE NON-CONFORMING SERVICES, OR II) THE AMOUNT OF FEES PAID BY YOU FOR THE SPECIFIC SERVICE. THE SERVICES PROVIDED BY B-LAY ARE ADVISORY ONLY AND NO SPECIFIC RESULT IS ASSURED OR GUARANTEED.

7. Warranties & Disclaimers:

Warranties. In performing the Services B-Lay warrants that it shall exercise all the reasonable skill, care and diligence to be expected of an appropriate qualified and competent consultant in carrying out equivalent Services and shall perform its obligations in a professional and workmanlike manner.

Warranty Remedies. As Your exclusive remedy and B-Lay's sole liability for breach of the foregoing warranty, B-Lay shall (a) correct the non-conforming Services at no additional charge to You or (b) in the event B-Lay is unable to correct such deficiencies after good-faith efforts, refund You prorated amounts paid for the defective Services. To receive warranty remedies, You must promptly report deficiencies in writing to B-Lay, but no later than thirty (30) days after the first date the deficiency is identified by You.

DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, B-LAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES. B-LAY DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO YOU IN CONNECTION WITH THE PROVISION OF THE SERVICES.

8. EXCLUSION OF DAMAGES:

EXCEPT FOR YOUR INFRINGEMENT OF B-LAY INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF DATA OR USE, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR CONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

9. Use of Subcontractors:

In the course of providing the Services hereunder, B-lay may, at its own discretion, draw on the resources of and subcontract to any B-lay Affiliate. In such instances, You agree that B-lay may provide information B-lay receives in connection with the Services to the applicable Subcontractors for the purpose of the Services and related administration. We guarantee that our subcontractors will follow the same standards when it comes down to data protection, confidentiality and privacy. Whatever You agree with B-lay will be enforced on our subcontractors. In addition, excluding claims for bodily injury or death of any person or damage to real and/or tangible personal property caused by recklessness and/or willful misconduct, You agree not to bring or enforce a claim of any nature relating to this



or any of the Services against any B-Lay Subcontractor, nor any partner, principal or personnel of such B-Lay Subcontractor.

10. B-Lay's Rights:

B-Lay reserves the right to make changes and alterations of any kind to the final deliverables, in terms of content and format, however we will not reduce the level of service we provide to You.

In case inaccurate and/or incomplete data is provided, B-Lay can list what data is inaccurate and/or incomplete, but is not obliged to incorporate the missing data elements in its Services. By agreeing to the General Service Terms, You acknowledge and accept that the Services represent a risk analysis delivered as a one-time service and not a compliance review, therefore You are the sole responsible for providing complete and accurate Data.

As soon as we share the login credentials with Your contact person B-Lay considers the Service to be started.

Our analysis will start as soon as the Data is submitted by You. We give You a maximum period of 3-months to submit Your Data. If despite our reminders to submit, You choose not to deliver Data, B-Lay will consider the Service to be delivered and You are not entitled to receive any refund.

11. Governing Law and Jurisdiction:

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed exclusively by, and construed in accordance with the substantive and procedural laws of the European part of the Netherlands and the parties irrevocably submit to the exclusive jurisdiction of the relevant Dutch court.

12. Confidentiality:

B-Lay agrees to keep the Confidential Information received from You strictly confidential in accordance with the following terms:

B-Lay agrees to use the Confidential Information solely for providing the Service and agrees to keep the Confidential Information, its interest therein and its discussions with You in connection with the Service strictly confidential and, not to disclose the same to any third party in any manner whatsoever without the prior written consent of You, except as in connection with the provision of the Services, to B-Lay's employees, partners, directors, professional advisors or subcontractors that agree to abide by the terms of this Agreement.

Notwithstanding any other provision of this Agreement, You acknowledge that Confidential Information shall not include any information that:

- a. Now is or hereafter becomes available in the public domain without breach of these General Service Terms
- b. Was previously in the rightful possession of the B-Lay and was not acquired directly or indirectly from You;
- c. Was lawfully received by B-Lay without any obligation of confidentiality from a third party;
- d. Was independently developed by B-Lay or already known prior to any disclosure without breach of these General Service Terms;
- e. Is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body under applicable law, order or regulation;
- f. Is disclosed with the written consent of You;

You hereby represent and warrant that You have the right and authority to disclose the Confidential Information to B-Lay.

B-Lay shall take all steps and measures to minimize the risk of disclosure of the Confidential Information by ensuring that the disclosure of Confidential Information is restricted to (i) those persons in B-Lay's organization, whom B-Lay reasonably and in good faith believes should be involved in the project, or (ii) the professional advisors retained by B-Lay in connection with the project. Such persons or professional advisors (hereinafter the "Representatives") shall be notified of the proprietary nature of such Confidential Information, to which they shall have access on a need-to-know basis, and shall be bound by confidentiality provisions substantially similar to those provided herein prior to access to any such Confidential Information.



The Confidential Information shall remain Your property. If B-Lay no longer requires the Confidential Information B-Lay shall promptly return to You all of the original Confidential Information disclosed to it and shall further destroy all copies and reproductions (both written and electronic) in its possession.

For data security reasons, all Confidential Information received from You will always be destroyed within 1 month from the service delivery date, unless you explicitly indicate otherwise.

Metadata will be generated from the final deliverables, with the sole purpose of creating statistics and improving internal operations.

More information on the way we store and handle Your Data can be accessed by reading our Privacy Policy available on our web site at <https://www.b-lay.com/privacy-policy/>.

13. Representation:

You represent and warrant that You have the authority to acquire the Services delivered by B-Lay and provide B-Lay with all necessary information in order for B-Lay to provide the deliverables under the Services.

If You choose to provide B-lay with the task of sharing the final deliverable with representatives of third parties or people outside Your business, You acknowledge that further on You will be solely responsible for keeping Your information confidential and You warrant that B-Lay shall not be held liable if any confidentiality breach arises out of this situation.