



These Tiered Services Terms & Conditions ("*Terms*") cover the use of Services. Client accepts these Terms by signing the Order Confirmation Form, or through Client's use of the Services, or by continuing to use the Services after being notified of a change to these Terms. The Terms apply to and be incorporated into the agreement ("*Agreement*"). The Agreement is concluded between parties when NMi accepts in writing the Order Confirmation Form and or accepts the purchase order of Client in relation to the Offering, or when NMi starts with the execution of the Agreement.

Article 1 Definitions

For the purpose of these Terms, the following definitions apply:

Access Right: a non-exclusive, non-assignable limited access right to use the application myNMi.

Administration Rights: rights whereby NMi maintains the User IDentification on behalf of Client.

Affiliates: NMi group companies.

Contractor or NMi: NMi Certin B.V.

Client: the natural person or legal entity who places an order with the Contractor.

Client Content: is Client's communications, materials, data and information, postings submitted by Client to NMi via the Services; and the files, photos, documents, audio, digital works, livestreams, and videos that you upload, store, broadcast or share through the Services.

Fee or Price: the price or rate for the Services, which may be set out in the Offering, or in a separate document, pricelist, or quotation.

GDPR: Regulation (EU)2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data.

NMi Content: any information, data, materials, software, files, text, graphics, photographs, audio visual elements, music, illustrations, video or other content available through the Service which is property to NMi or its Affiliates.

Order Confirmation: standard form to be completed and signed for agreement by Client setting out the Services to be performed by NMi together with the information concerning the performance of the Services and Fee. The Fees for the Services may be set out in the Offering, or in a separate document, pricelist, or quotation.

Offering: any proposal, quotation or other document issued by NMi to the Client that sets out the Services, Fee and any other information and terms and conditions in relation to the performance of the Services.

Personal Data: any information that relates to an identified or identifiable living individual (GDPR).

Processing: a wide range of operations performed on personal data, including by manual or automated means. It includes the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of personal data.

Services: the tiered information services listed at the Offering, provided by NMi including any part or parts of them which provide or make accessible certain information, content, and communication, including, without limitation, the NMi Content, Third Party Content, e-mail functionality, discussion groups, internet links.

Starting Date: the signature date of the Order Confirmation Form by Client.

Third Party Content: any information, materials, data, software, files, text, graphics, photographs, audio visual elements, music, illustrations, video, or other content available through the Services which is provided by or is proprietary to third parties.

Article 2. Scope

- 2.1 Terms are applicable to the contractual relationship between Client and NMi.
- 2.2 In addition to and taken article 12 of these Terms into consideration, these Terms may be changed or supplemented only by a writing signed by authorized representatives of the parties.
- 2.3 NMi and Client are each an independent contractor. Both parties do not intend to form any type of partnership or joint venture resulting from this Agreement.
- 2.4 Failure to enforce any term or provision of these Terms shall not operate as a waiver of any similar or the same right at any subsequent time or about any other term and condition.
- 2.5 NMi maintains a strict code of business conduct covering compliance amongst others with trade restrictions, protection of confidential information, and compliance with all laws and regulations applicable to the conduct of business.

Article 3. Tiered Services

- 3.1 Client purchased the Services as described in the Offering. After NMi's receipt of the signed Order Confirmation, depending on the agreed type of Services, Client may be granted an Access Right to the application myNMi.
- 3.2 Unless otherwise agreed in writing, Client's Access Right and, or the use the Services is not transferable to another legal entity.
- 3.3 At any moment Client is entitled to upgrade the Services by way of sending an upgrade request to NMi.

Article 4. Term and termination

- 4.1 The Services commence at the Starting Date and will be valid for a period of three (3) years. The Agreement shall be renewed automatically at the

end of this initial period for successive period of one (1) year unless Client notifies by way of registered mail the termination to NMi with a notice period of three (3) months prior to the end of the three (3) years contractual period.

- 4.2 NMi may suspend or cancel the Services if NMi does not receive an on time, full payment from Client. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of your account and its content.
- 4.3 NMi may terminate this Agreement upon written notice to Client.
- 4.4 Upon termination of this Agreement, the Services terminate. There will be no access to Services and the NMi Content. NMi shall remove Client's Content and all information contained therein from the Services. Before the termination date, Client can request export of data against additional costs.

Article 5. Revisions during Services and supervision

- 5.1 NMi strives to keep the Services up and running; however, online services suffer occasional disruptions and outages, and NMi is not liable for any disruption or loss Client may suffer as a result. In the event of an outage, Client may not be able to retrieve Client Content or Third-Party Content that Client stored. NMi recommends that Client regularly backups Client Content and Third-Party Content that may be stored through the Services.
- 5.2 NMi may decide to upgrade or revise aspect(s) of the Services, without prior notice but has no obligation to do this. This includes amongst others (i) refusal or delay of access, (ii) organisation changes or addition of content, (iii) monitoring usage activity, and Client's Content (iv) performance of maintenance and administration of the Services.
- 5.3 NMi has the right to supervise and control the Services and all content including Client Content thereon. Thereto Client grants non-irrevocable Administration Rights to NMi during the Agreement.

Article 6. Responsibilities of Client

- 6.1 To use many of the Services, Client needs an internet connection and equipment. Client is responsible for providing the connections, and equipment needed to access and use the Services and for paying the fees charged by the provider(s) of Client's connections and equipment. Those fees are in addition to any Fees Client pays NMi for the Services, and NMi will not reimburse Client for such fees. It is advised to Client to check with its provider(s) to determine if there are any such fees that may apply.
- 6.2 Client is responsible for supervising and safeguarding Client's computer equipment, password(s), user ID(s) and account information and taking all reasonable steps to prevent the unauthorized access to and use thereof. Passwords and user ID(s) may not be shared with unauthorized third parties.

- 6.3 Client is responsible for providing timely updates to NMi resulting from changes in Client user access to the Services. This applies to the provisioning of new users as well as to the deprovisioning of users.
- 6.4 Some of the Services allow Client to store or share Client Content or receive Third Party Content from others. NMi doesn't claim ownership of Client Content. Client Content remains at the Client and the Client is responsible for it.
- 6.5 NMi maintains a Fair Use Policy to ensure that every user uses data in moderation. When users use large amounts of data, other users in the same network can be adversely affected, also the applicable price is tuned with use of data which reasonably may be expected. For those type of Services with access to myNMi the Fair User Policy applies. NMi is entitled to cap data speed and, or data storage, and charge extra cost made by substantial exceeding the fair use limit by Client.
- 6.6 Client is responsible for compliance with legal and regulatory requirements that are implied with the use of the Service, specifically legislation with respect to the transfer of Personal Data.

Article 7. E-mail policy

- 7.1 Each party shall use commercially reasonable efforts to check attachments to e-mail messages that a party receives before saving such attachments to a hard drive or server. Each party shall promptly notify the sender of an e-mail message if the party has reason to believe that an e-mail message was received by the party in error and should be redirected.
- 7.2 The Client consents to NMi sending commercial electronic messages for the purpose of providing the Services.

Article 8. Data processing

- 8.1 NMi processes Personal Data from Client's Content processed pursuant to this Agreement only in accordance with instructions of Client and shall use such Personal Data only as agreed with Client from time to time.
- 8.2 NMi has in place appropriate technical and organizational measures which ensure a level of security appropriate to the harm that might result from accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and other unlawful forms of Processing and provide details of these measures to Client on request.
- 8.3 NMi has in place procedures to ensure that unauthorized persons will not have access to Client Data Processed by NMi and will take steps to ensure the reliability of employees or other persons NMi authorizes to have access and that they will respect and maintain the confidentiality and security of such Personal Data.
- 8.4 NMi is allowed to make use of a sub-data processor processing Client's Data which may be established in a jurisdiction where the data protection laws may not be comparable to those in the originating country. When NMi obtains the services of a third-

party data processor, it will put in place adequate safeguards protecting the Client's Data.

Article 9. Warranty, disclaimer

- 9.1 The Services are provided "as is" with all faults and "as available" and without warranties of any kind either expressly or implied. Client bears all risk of the use of the Services.
- 9.2 NMi excludes all warranties, express or implied for merchantability, satisfactory quality, workmanlike effort, non-infringement, or fitness to a particular purpose. NMi does not warrant that functions contained in the Services will be uninterrupted or error-free, that defects will be corrected, or that the site or the server that it makes available will be free of viruses or other harmful components. Client hold harmless NMi and its Affiliates for all claims including third party claims concerned.

Article 10 Limitation of liability

- 10.1 If Client has any basis for recovering damages (including breach of these Terms), to the extent permitted by the applicable law, Clients agrees that Client's exclusive remedy is to recover, from NMi, direct damages up to an amount equal to Client's Services Fee for the month during which the loss or breach occurred in relation to which any claim relates to a maximum of three (3) months Fee.
- 10.2 NMi is under no circumstances liable to special or consequential damages that result from the use of, or the inability to use, the Services in relation to which any claim relates.
- 10.3 NMi is not responsible or liable for any failure to perform or delay in performing its obligations under these Terms to the extent that the failure or delay is caused by circumstances beyond NMi's reasonable control (such as labor disputes, acts of God, war or terrorist activity, malicious damage, accidents or compliance with any applicable law or government order). NMi will endeavor to minimize the effects of any of these events and to perform the obligations that aren't affected.
- 10.4 Client should give written notice of any damage that has arisen as soon as possible, though no later than within six weeks of the date of discovery of the damage or the date on which the damage could reasonably have been discovered. NMi will not be obliged to pay compensation for any damage that was not reported in writing within this term.

Article 11 Cookies and Privacy policy

- 11.1 NMi uses cookies to make some part of the Services work more efficiently and to compile statistics about the usage. Cookies are small text files sent to your browser and may be placed on your computer. Client can accept all cookies, be notified when a cookie is set, or reject all cookies by modifying your Internet browser preferences. By accepting these Terms, Client agrees that Client has read NMi's Privacy policy and Cookie policy.

Article 12 Change of Terms

- 12.1 NMi can change the Terms for the Services, the functionalities, and the technical aspects of the Services. NMi will announce changes to the Client at least thirty (30) days before implementing. An announcement can also be done by placing on the invoice. In the event changes in the Terms lead to the right of Client to terminate the Agreement, Client can send their written termination by registered mail till the change date of the Terms.
- 12.2 The right to terminate from clause 12.1 does not apply when the changes to the Terms are the result of:
 - a) a change which is demonstrably beneficial to the Client
 - b) change which is beneficial nor detrimental to Client
 - c) a periodical price increase $\leq 10\%$
 - d) annual indexation based on the applicable Consumer Price Index, to account for inflation
 - e) an adjustment derived from the government which forces NMi to change the Agreement. For example, adjustments regarding to taxes, levy and/or tariff rates
 - f) decrees coming from the government, from regulatory or judicial bodies
 - g) technical changes in the network, Services and/or content which have been placed by NMi in order of the government; or
 - h) changes in the Agreement or Service ordered by the Client when accepted by NMi.

Article 13 Intellectual Property Rights

- 13.1 All intellectual and industrial property rights to the Services developed or made available in accordance with or in respect of the Agreement (including designated or allocated names, addresses and codes, including account data, customer codes, usernames, access codes, IP addresses, e-mail addresses and homepages) will rest exclusively with the NMi, Affiliates or their licensors.

Article 14. Governing law

- 14.1 These Terms shall be governed by and construed in accordance with the laws of the Netherlands and any dispute which cannot be solved amicably, will be put exclusively to the competent court of Rotterdam, the Netherlands.

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