

THE 5X COMPANY

THIS TRANSLATION IS OFFERED TO YOU AS A SERVICE; ONLY THE ORIGINAL DUTCH VERSION HAS LEGAL VALIDITY – the Dutch version can be found on scale5x.com

GENERAL TERMS AND CONDITIONS

1. Definitions
2. General Provisions
3. Website Development & Customization
4. Marketing
5. Hosting / Management

1. Definitions

In these general terms and conditions, the following terms are used in the following meaning, unless explicitly stated otherwise.

The 5X Company: user of these general terms and conditions, located at Robert Schuman domain 2 in Maastricht, Chamber of Commerce no. 65220927.

Client: the (legal) person who commissions The 5X Company.

Agreement: any mutual written or via email confirmed acceptance for the delivery of one or more products and/or services by The 5X Company.

2. General Provisions

Article 2.1 Applicability

1. These conditions apply to every offer, quote, or effort agreement between The 5X Company and the Client, to which The 5X Company has declared these conditions applicable, insofar as these conditions have not been expressly and in writing deviated from by the parties.
2. These conditions also apply to all agreements with The 5X Company, for the execution of which third parties are involved.
3. Any deviations from these general terms and conditions are only valid if they have been explicitly agreed upon in writing.
4. General terms and conditions of the client or third parties are not binding for The 5X Company and therefore not applicable.
5. If one or more provisions in these general terms and conditions are null and void or might be annulled, the remaining provisions of these general terms and conditions remain fully applicable.
6. If The 5X Company does not always require strict compliance with these conditions, it does not mean that the provisions thereof are not applicable, or that The 5X Company would lose the right in any way to demand strict compliance with the provisions of these conditions in other cases.
7. If a situation arises between the Client and The 5X Company that is not described in these general terms and

conditions, then the spirit of these general terms and conditions will guide the assessment of the situation.

Article 2.2 Offers and Quotations

1. All offers and/or quotations are non-binding, regarding price, content, and effort period, unless expressly indicated otherwise. If a validity period is stated, this is only indicative and no rights can be derived from it.
2. An agreement is established at the moment The 5X Company has received and accepted the contract or quotation signed for approval by the Client. The 5X Company has the right to refuse acceptance without giving reasons.
3. All amounts included in an offer or quotation are exclusive of value-added tax and all other government-imposed levies that are or become due for execution, unless indicated otherwise.
4. A composite offer or quotation does not oblige The 5X Company to perform a part of the assignment for a corresponding part of the quoted price.
5. If a price in an offer or quotation is based on data provided by the Client and this data proves to be incorrect, The 5X Company has the right to adjust the prices to the prices that reasonably belong to the correct data, even after the agreement has been made.
6. All prices in an offer or quotation are subject to typographical and calculation errors.
7. Offers and quotations do not automatically apply to future assignments.

Article 2.3 Duration and Execution Term of the Agreement

1. The agreement between The 5X Company and the Client is entered into for the duration of the tasks to be performed in view of the agreement, unless the nature of the agreement dictates otherwise or if the parties have expressly and in writing agreed otherwise.
2. If a term has been agreed upon for the execution of certain tasks, this is never a fatal term. Upon exceeding a term, the Client must formally notify The 5X Company in writing. The 5X Company must then be offered a reasonable term to still fulfill the agreement.

Article 2.4 Execution of Effort Agreement

1. The 5X Company will execute the effort agreement to the best of its understanding and ability, in accordance with the requirements of good craftsmanship. However, it cannot guarantee that the activities will continuously achieve the desired result by the Client.
2. The 5X Company has the right to engage third parties to perform certain tasks. This does not require the permission of the Client.
3. The Client ensures that all data, resources, and facilities, which The 5X Company indicates are necessary for the execution of the agreement or of which the Client should

THE 5X COMPANY

reasonably understand that they are necessary for the execution of the agreement, are provided to The 5X Company in a timely manner. If the data, resources, and facilities necessary for the execution of the agreement have not been provided to The 5X Company in time, The 5X Company has the right to suspend the execution of the agreement and/or charge the Client for the additional costs resulting from the delay.

4. The Client guarantees the accuracy, completeness, and reliability of the data, resources, and facilities provided by or on behalf of him to The 5X Company. The 5X Company is not liable for any damage of any kind because it acted on the basis of incorrect and/or incomplete information etc., provided by the client.

5. The Client is obliged to immediately inform The 5X Company of any changes in the provided data etc., or about changes in other facts and circumstances that could be important in connection with the execution.

6. If agreed that the assignment will proceed in phases, The 5X Company has the right to suspend any subsequent phase activities until the results of the preceding phase have been confirmed in writing and/or paid.

Article 2.5 Amendment of the Agreement

1. If, during the execution of the agreement, it becomes apparent that for a proper execution thereof, it is necessary to modify or supplement the agreement, then the parties will adjust the agreement in a timely manner and in mutual consultation. The 5X Company has the right to refuse a request to amend the agreement.

2. If the agreement is changed in nature, scope, or content, thereby resulting in a quantitative and/or qualitative change, this may affect what was originally agreed upon. In such a case, the Client accepts the possibility that the original agreement may be amended, including any adjustments in price and term of execution.

3. If a fixed price has been agreed upon, The 5X Company is entitled to increase this price without the Client being entitled to dissolve the agreement for that reason, when the increase results from an authority or obligation under laws or regulations or on grounds that were not reasonably foreseeable at the time the agreement was entered into.

4. In the case of a periodic payment obligation, The 5X Company is entitled to increase the prices applicable at the end of a thirty-day term in writing. If the Client does not agree with this adjustment, the Client has the right to terminate the agreement.

Article 2.6 Suspension, Dissolution, and Intermediate Termination of Agreement

1. The 5X Company has the right to suspend fulfillment of obligations or to dissolve the agreement if:

a. The Client fails to fulfill the obligations from the agreement, not fully or not timely;

b. After the agreement was concluded, The 5X Company becomes aware of circumstances giving good ground to fear that the Client will not fulfill the obligations;

c. At the conclusion of the agreement, the Client was asked to provide security for the fulfillment of his obligations from the agreement, and this security is not forthcoming or insufficient;

d. Due to delay on the side of the Client, it can no longer be demanded from The 5X Company that it fulfills the agreement under the original conditions;

e. Circumstances occur which are of such nature that fulfillment of the agreement is impossible, or cannot reasonably be demanded from The 5X Company.

2. If the agreement is dissolved, the claims of The 5X Company on the Client are immediately due and payable. If The 5X Company suspends fulfillment of obligations, it retains its claims under the law and agreement.

3. If The 5X Company proceeds to suspension or dissolution on the grounds of the first paragraph of this article, The 5X Company is not obliged to pay any compensation or indemnity, while the Client, due to default, is obliged to compensation or indemnity.

4. If the agreement is terminated prematurely by The 5X Company, The 5X Company will, in consultation with the Client, ensure the transfer of work still to be done to third parties, unless the termination is attributable to the Client. If the transfer of the work involves extra costs for The 5X Company, these will be charged to the Client. The Client is obliged to pay these costs within the specified term, unless The 5X Company indicates otherwise.

5. In case of (application for) liquidation, (declaration of) bankruptcy, attachment of any part of assets, or if the Client is a company or partnership that is dissolved, or if the Client dies or any other circumstance in which the Client can no longer freely dispose of his assets, The 5X Company is entitled to terminate the agreement with immediate effect without any notice of default or judicial intervention required, without being obliged to any compensation or indemnification.

6. The claims of The 5X Company on the Client are in that case immediately due and payable.

If the dissolution is attributable to the Client, The 5X Company is entitled to compensation for the damage directly or indirectly caused by it.

Article 2.7 Payments

1. Invoices will be sent via email unless otherwise agreed upon by the Client and The 5X Company.

2. Payment must be made within 14 days of the invoice date, in the manner indicated by The 5X Company in the currency in which the invoice was issued, and without any costs for The 5X Company, unless otherwise indicated in writing by The 5X Company. Objections to the amount of the invoice do not suspend the obligation to pay.

THE 5X COMPANY

3. The 5X Company may request a prepayment of part or all of the price for the assignment before proceeding with the execution of the assignment.
4. If the Client does not pay the full amount or only pays part of it within the payment term, the Client is in default by operation of law without any need for a notice of default. The Client will then owe interest on the outstanding amount at a rate of 1% per month, unless the statutory commercial interest rate is higher, in which case the latter rate applies. Interest will be calculated from the moment the Client is in default until the moment of payment of the full amount due, where a part of a month is counted as a full month.
5. If the Client fails to meet his payment obligations, in default or in arrears, the Client is obliged to fully reimburse both extrajudicial and judicial collection costs, including the costs for lawyers, bailiffs, and collection agencies.
6. The 5X Company has the right to retain money from the Client until the claims of The 5X Company have been fully satisfied.

Article 2.8 Inspection, Complaints

1. Any defects in the performed work must be reported in writing to The 5X Company by the Client within 8 days after discovery, but no later than 14 days after completion of the relevant works. The notice of default must contain as detailed a description of the deficiency as possible, so that The 5X Company is able to respond adequately. If a defect is reported too late, then the Client no longer has the right to repair, replacement, or compensation. If the Client makes a complaint, this does not suspend his obligation to pay.
2. If it is established that a complaint is justified, The 5X Company will perform the work as agreed, unless it has become demonstrably pointless for the Client. The latter must be made known in writing by the Client.
3. If it is established that a complaint is unfounded, then the costs incurred as a result, including the costs of investigation, will be borne by the Client.
4. If performing the agreed service is no longer possible or meaningful, The 5X Company will only be liable within the limits of Article 2.9.

Article 2.9 Liability

1. If The 5X Company should be liable, then this liability is limited to what is determined in this article. These limitations do not apply if the damage is due to intent or gross negligence of The 5X Company.
2. The 5X Company is only liable for direct damage. The 5X Company is never liable for indirect damage, including consequential damage, lost profits, operational stagnation, or missed savings.
3. To the extent that The 5X Company is dependent on the cooperation, services, and deliveries of third parties, over which The 5X Company can exert little or no influence, The 5X Company can in no way be held liable for any damage

resulting from this relationship with The 5X Company or the termination thereof, regardless of whether this damage occurs or becomes visible during the relationship with The 5X Company.

4. The 5X Company is not liable for damage caused by incorrect or incomplete information provided by or on behalf of the Client.
5. The 5X Company is never liable for damage due to the content of the website.
6. The Client should be aware that information sent over the internet can be intercepted by third parties. The 5X Company cannot be held liable for damage in any form caused by sending confidential or secret information.
7. The 5X Company is not responsible for loss of information or any other damage suffered through the use of supplied software or software supplied by The 5X Company.
8. The 5X Company may assume that the Client has made a backup of existing information and software before The 5X Company starts its activities. The 5X Company is not responsible for loss of information or any other damage suffered if the Client has been negligent in making a backup.
9. The 5X Company is not liable for damage caused by force majeure.
10. In case of an attributable failure, The 5X Company must first be formally notified in writing with a reasonable period to still fulfill its obligations, or to correct any errors or to limit or undo damage. The notice of default must contain a detailed description of the failure as possible.
11. The liability of The 5X Company is at all times limited to the invoice value (excluding VAT) of the part of the agreement to which the liability relates.
12. A condition for the existence of any right to compensation is always that the Client reports the damage in writing to The 5X Company within 10 days after its occurrence.
13. The Client indemnifies The 5X Company against claims from third parties.
14. The 5X Company is not liable for (consequences of) the policy used by internet search engines. The 5X Company is also not liable for consequences of changes in that policy for any campaign(s) set up by The 5X Company on behalf of the Client. However, The 5X Company will at all times strive to increase the conversions of the Client.

Article 2.10 Force Majeure

1. The 5X Company cannot be held liable for wholly or partially failing to fulfill the agreement if this is due to force majeure.
2. Force majeure includes:
 - a. everything that is considered force majeure by law and jurisprudence;
 - b. all circumstances, foreseen or unforeseen, over which The 5X Company has no control, but due to which The 5X Company is unable to fulfill its obligations, including disruptions to the internet or other telecommunication

THE 5X COMPANY

facilities, shortcomings by parties on whom The 5X Company is dependent for the execution of the agreement, the unavailability of one or more executing persons, for example, due to illness, disability, personal indispensability, labor strikes, or as a result of termination of employment, contract for services, or freelance contract, and governmental measures.

3. The 5X Company has the right to invoke force majeure if the circumstance that prevents (further) compliance with the agreement occurs after The 5X Company should have fulfilled its obligation.

4. During the period of force majeure, The 5X Company can suspend the obligations from the agreement. If this period lasts longer than two months, then both parties are entitled to dissolve the agreement, without any obligation to compensate the other party for damages.

5. If at the time of the occurrence of force majeure The 5X Company has partially fulfilled its obligations from the agreement or can still fulfill them, and the fulfilled or fulfillable part has independent value, then The 5X Company is entitled to invoice the already fulfilled or fulfillable part. The Client is then obliged to pay this invoice.

Article 2.11 Confidentiality

1. Both The 5X Company and the Client are obliged to keep confidential any confidential information they have obtained in the course of their cooperation. Information is considered confidential if it has been communicated by the other party or if it arises from the nature of the information. This obligation is not limited to the duration of the agreement concluded between the parties.

2. If, under a legal provision or a judicial decision, The 5X Company is required to disclose confidential information to third parties designated by law or the competent court, and The 5X Company cannot invoke a legally or by the competent court recognized or permitted privilege of non-disclosure, then The 5X Company is not liable for compensation or indemnification, and the Client is not entitled to dissolve the agreement on the basis of any damage caused thereby.

Article 2.12 Intellectual Property

1. The 5X Company reserves all rights and powers that it is entitled to under the Copyright Act and other intellectual property laws and regulations.

2. All documents provided by The 5X Company, such as reports, advice, agreements, designs, sketches, drawings, software, (electronic) files, photos, videos, etc., are intended solely for use by the Client and may not be reproduced, made public, or disclosed to third parties by the Client without prior permission from The 5X Company, unless the nature of the provided documents dictates otherwise.

3. The 5X Company has the right to use the knowledge gained through the execution of an agreement for other

purposes, as long as no strictly confidential information of the Client is disclosed to third parties.

4. The 5X Company has the right to include the delivered work in a portfolio, for example on its website or in a brochure, as long as no strictly confidential information of the Client is disclosed to third parties.

Article 2.13 Applicable Law and Competent Court

1. All legal relationships to which The 5X Company is a party shall exclusively be governed by Dutch law, even if the party involved in the legal relationship is domiciled abroad.

2. In the event of disputes, the parties will consult with each other to reach a satisfactory solution. Only if this does not lead to a satisfactory solution for both parties, the dispute will be submitted to the competent court in the place of business of The 5X Company.

Article 2.14 Other Provisions

1. For all claims against The 5X Company and third parties engaged by The 5X Company, a limitation period of one year applies, deviating from the statutory limitation periods.

2. The 5X Company has the right to use the name and logo of the Client as a reference.

Article 2.15 Location and Amendment of Terms

1. These conditions can be found at www.scale5x.com

2. The 5X Company always has the right to change or supplement these terms.

3. Changes also apply to agreements already concluded, subject to a period of 30 days after written notification of the change.

4. The Dutch text of the General Terms and Conditions is always decisive for their interpretation.

3. Website Development & Custom Work

If the provisions of this section apply, these provisions prevail over the General Provisions. Insofar as the General Provisions are not in conflict with applicable provisions from this section, the General Provisions also apply.

Article 3.1 Delivery

1. Activation of the website will take place as soon as possible after the written order, or at a later time to be agreed upon.

2. Any agreed effort period is indicative.

3. Exceeding the effort period does not give the Client the right to compensation or the right to cancel the order or to dissolve the agreement. This only does not apply if the exceeding of the delivery term is such that it can no longer be considered reasonable.

Article 3.2 Warranty

1. The 5X Company will repair any defects in the services performed and products delivered free of charge if the defect

THE 5X COMPANY

is due to the delivered by The 5X Company demonstrably not meeting the established and by The 5X Company accepted specifications for reasons attributable to The 5X Company, and if the defect is reported to The 5X Company in writing or via email as soon as possible after its discovery and within 10 days after delivery. It is therefore of great importance that the Client timely and thoroughly inspects, tests, and checks the delivery from The 5X Company for defects.

2. Outside the mentioned cases, the Client has no right to free repair of assumed defects. This concerns maintenance work, for which parties must make agreements.

3. In the case the Client makes changes to the delivery without consultation and permission from The 5X Company, or has changes made, any claim to free repair lapses.

4. The 5X Company ensures that if 'open source' software is used for performing the work, this software is generally of high quality. However, the part of the delivery by The 5X Company that relates to 'open source' software is delivered without any claim to free repair.

Article 3.3 Additional Work

1. If, due to the wishes of the Client, which The 5X Company can reasonably consider as a modification or addition to what is stated in the quote or agreement (including but not limited to a delay or overrun regarding the assignment that can be attributed to the Client, extra revision, etc.), the work The 5X Company has to perform under this agreement is changed or increased, then this constitutes additional work. If The 5X Company believes there is additional work, it will notify the Client as soon as possible and request approval.

4. Marketing

If the provisions of this section apply, these provisions prevail over the General Provisions. Insofar as the General Provisions are not in conflict with applicable provisions from this section, then the General Provisions also apply.

Article 4.1 Search Engine Optimization and Advertising Campaigns

1. If the work includes improving the visibility of the Client's website in search engine results, the Client automatically authorizes The 5X Company to create accounts on behalf of the Client with search engines and similar publicly accessible services.

2. The Client expressly accepts that search results and website visibility are entirely determined by the administrators of the respective search engines. The 5X Company will endeavor to influence the position and search results in favor of the Client but cannot guarantee any specific results.

3. As part of the work, maintaining advertising campaigns, for example with Google Ads or other online and offline advertising systems, The 5X Company will strive to manage the agreed advertising campaigns at the agreed advertising systems. This also includes managing advertising campaigns

at search engine(s), and other suppliers by linking the desired search terms to relevant pages on the Client's website. Poorly performing components are only removed at the request of the Client. The 5X Company gives the Client access to the statistics (Google Analytics and Google Search Console), however, at the Client's request and for a fee, The 5X Company can report the results of the advertising campaigns to the Client at an agreed interval. The costs of the advertising campaign(s) are billed directly to the Client by the respective search engine(s), and other suppliers.

4. The Client is assumed to be aware that SEO and Linkbuilding always carry a risk of devaluation in Google. Although The 5X Company does everything to minimize this risk, The 5X Company is not liable for any consequences of devaluation or so-called penalties in Google as a result of SEO or Linkbuilding activities.

5. The 5X Company is not liable for non-functioning or missing links on third-party pages.

6. To the extent that search engine optimization is part of the agreement, the Client declares to be aware that Google generally does not desire external influence on search results, and that, due to the continuous changes in Google's (technical) policy, The 5X Company can never guarantee the achievement of the intended result. The 5X Company has only obligations of effort and no obligations of result. All statements by The 5X Company about the possible results of its activities are indicative in nature, without the Client being able to derive rights or guarantees from them.

Article 4.2 Email Marketing

If an activity involves setting up and/or executing an email marketing campaign, the following provisions apply.

1. The 5X Company may use products and/or services from third parties for the activities, including but not limited to, applications and systems for managing the email marketing campaign.

2. The 5X Company provides the Client with email marketing services based on an address list supplied by the Client. The Client fully indemnifies The 5X Company against claims from third parties (including individuals from the address list) regarding the aforementioned.

3. The Client guarantees that the content of the information he supplies, distributes, makes public, or otherwise disseminates, including address files, or the use by the Client of the applications deployed by The 5X Company, is not in violation of applicable laws and regulations, including but not limited to the Data Protection Act, the Telecommunications Act, the guidelines of the Data Protection Authority and the Independent Post and Telecommunications Authority, the Agreement, the Dutch Advertising Code, or otherwise in conflict with laws and regulations.

THE 5X COMPANY

5. Hosting / Management.

If the provisions of this section apply, these provisions prevail over the General Provisions. Insofar as the General Provisions are not in conflict with applicable provisions from this section, then the General Provisions also apply.

These provisions apply to the 'remote' provision and availability (hosting) of websites and/or web applications to the Client via the internet by The 5X Company. The registration and management of domain names are included under this.

Article 5.1 Commencement of Agreement

1. An agreement commences on the day The 5X Company accepts the Client's acceptance, or the moment The 5X Company has started executing the Agreement.

Article 5.2 Duration and Termination of Agreement

1. An agreement for hosting/management is entered for a term of twelve (12) months and is thereafter tacitly extended for an indefinite period.
2. The agreement can only be terminated in writing after the end of the minimum duration, observing a notice period of two (2) months.
3. The 5X Company has the right to change rates. These changes will be announced to the Client at least two months before they take effect. The Client is aware of the implementation of the change.
4. The 5X Company can terminate the agreement with immediate effect and/or cancel the domain name if the Client fails to meet one or more of his obligations towards The 5X Company, not properly or not fully, or acts in violation of them.
5. In addition to the provisions in 2. General Provisions, The 5X Company has the right to terminate the agreement with immediate effect and without judicial intervention if: the Client makes improper use of the internet, the Client distributes information that violates (inter)national laws and regulations, the Client overloads the web server, the Client overloads the network, the Client distributes information that violates generally accepted norms and values, the Client distributes information that is discriminatory regarding appearance, race, religion, gender, culture, origin or can otherwise be called offensive. It is also not allowed to host so-called adult pages, mp3 pages, or related content that violates the legislation in the country where the servers are located.

Article 5.3 Payment

1. The Client's obligation to pay commences on the day the agreement is concluded.
2. The due costs must be paid in advance per year by invoice sent by The 5X Company via email. If not, The 5X Company reserves the right to (temporarily) suspend the presentation.

Article 5.4 Execution of Agreement

1. After the agreement has been concluded, The 5X Company will execute it as soon as possible in accordance with the quotation, taking into account reasonable wishes of the Client.
2. The agreement specifies when The 5X Company will start with the installation and management of the (web) application.
3. The 5X Company endeavors to configure and manage the (web) application to the best of its ability, applying sufficient care and craftsmanship.
4. The Client is obliged to do and allow all that is necessary to enable a timely and correct installation of the (web) application. In particular, the Client ensures that all data and facilities, which The 5X Company indicates are necessary or which the Client should reasonably understand to be necessary for the installation of the (web) application, are provided to The 5X Company in a timely manner.
5. If applicable, The 5X Company will handle the registration of domains on behalf of the Client with the Foundation for Internet Domain Registration in the Netherlands (SIDN) or another institution responsible for issuing domain names. Domain names are registered under the name of The 5X Company. When applying for and registering a domain, a processing time of several days should be taken into account.
6. The 5X Company may use third parties in the execution of hosting.
7. The 5X Company is not allowed to make changes to the material provided by the Client without the Client's prior consent, except for changes that The 5X Company deems necessary for the proper execution of the agreement and which do not change the essential content of the material.
8. If part of the agreement, The 5X Company will provide the Client with an administrative username and password. With these details, the Client has access to an administrative account and a management tool with which the Client can manage the delivery of the agreement at their discretion and manage accounts for individual users and set the possibilities and limitations for these individual users of the agreement, all within the limits indicated in the Agreement.
9. Any action taken through the administrative account or an account of an individual user is deemed to occur under the responsibility and risk of the Client. Therefore, The 5X Company cannot be held liable. In case of a suspicion of misuse of an account, the Client must report this to The 5X Company as soon as possible so that it can take measures.
10. Delivery terms stated by The 5X Company, unless it is expressly stated in writing that it concerns a final term, are always indicative. The 5X Company is only in default after the Client has put it in default in writing, even with an agreed final term.
11. Exceeding agreed effort periods, for any reason, does not entitle to compensation, unless otherwise agreed in writing.
12. The 5X Company has the right to (temporarily) disable delivered products and services and/or limit their use, or to

THE 5X COMPANY

not deliver them or only deliver them to a limited extent, if the Client does not fulfill an obligation under the Agreement towards The 5X Company or acts in violation of these terms.

Article 5.5 License

1. The Client hereby grants The 5X Company an unrestricted license to distribute, store, transmit, or copy all materials supplied by the Client to The 5X Company's Services in any way deemed appropriate by The 5X Company, but only to the extent reasonably necessary for the fulfillment of the agreement by The 5X Company.

Article 5.6 Indemnification

1. The Client indemnifies The 5X Company against all legal claims from third parties regarding the use of The 5X Company's services by the Client. The 5X Company is not responsible for the data/services/software accessed through a link.

2. If The 5X Company is required to perform work related to the Client's data, employees, or users due to an order from an authority or due to a legal obligation, all associated costs will be charged to the Client.

Article 5.7 Hosting

1. All hosting/management activities of The 5X Company are performed based on an obligation of effort unless and insofar as The 5X Company has explicitly promised a result in the agreement, and the respective result is also described with sufficient definiteness.

2. The electronic transmission of the Client's data is at the risk and expense of the Client.

3. The 5X Company offers no guarantees regarding the exact amount of uptime unless otherwise agreed in the quotation with an SLA indicated as such. As far as a relevant SLA does not stipulate otherwise, this article applies.

4. The 5X Company will endeavor to ensure that the Client can use the networks that are directly or indirectly connected to The 5X Company's network. However, The 5X Company cannot guarantee that these networks are available at any given time. The use of third-party networks may be subject to legal and contractual conditions. The 5X Company will endeavor to inform the Client about this in a timely manner.

5. If, in the opinion of The 5X Company, a danger arises for the functioning of the services or the network of The 5X Company or third parties and/or for the service provision via a network, particularly due to excessive sending of email or other data, poorly secured services or activities of viruses, trojans, and similar software, The 5X Company is entitled to take all measures it reasonably deems necessary to avert or prevent this danger.

6. The Client shall not publish or offer information via (the servers of) The 5X Company that violates (inter)national laws and regulations or distribute information that violates generally accepted norms and values. This particularly

includes, but is not limited to, information offered without the consent of the copyright holder(s), defamatory, threatening, offensive, racist, hate-promoting or discriminatory information, information containing (child) pornography, and information that violates the privacy of third parties or constitutes a form of stalking, as well as hyperlinks, torrents, or other references to such information on third-party websites anywhere in the world.

7. The Client will adhere to the generally accepted internet etiquette as laid down in RFC1855 (<ftp://ftp.ripe.net/rfc/rfc1855.txt>) and any future amendments thereof.

8. Without The 5X Company's permission, the Client shall not transfer the provided username or usernames and password(s) to third parties.

9. In addition to legal obligations, damage caused by incompetence or failure to act in accordance with the above points is at the expense of the Client.

Article 5.8 Management

1. The 5X Company has the right to temporarily disable the websites and/or web applications or parts thereof for maintenance, adjustment, or improvement. The 5X Company will endeavor to inform the Client in a timely manner of the planned downtime. However, The 5X Company is never liable for compensation for damages in connection with such downtime.

2. The 5X Company will, observing the periods agreed between the parties in writing or via email, and in the absence thereof once a month, create a full backup of the Client's data in its possession. The full backup will be kept for at least 3 months.

3. The 5X Company will, observing the periods agreed between the parties in writing or via email, and in the absence thereof daily, create a backup of the website's MySQL database. The backup of the MySQL database will be kept for at least 1 week.

4. Articles concerning backups and the creation of backups only apply to the management of WordPress websites.

Article 5.9 Changes

1. The 5X Company is entitled to adjust the provided applications at its discretion during the term of the agreement. If an adjustment leads to a significant change in functionality, The 5X Company will endeavor to inform the Client thereof.

Article 5.10 Storage and Data Limit

1. Unless otherwise agreed, hosting agreements include unlimited data traffic based on a 'fair use policy'. This means that the data traffic corresponds more or less to the average data traffic generated by other websites.

Article 5.9 Procedure after Termination

THE 5X COMPANY

1. The 5X Company will ensure that the Client is offered a reasonable opportunity to transfer the Client's data stored in The 5X Company's systems back to their own systems or to systems of a new provider upon termination of the agreement. For this purpose, The 5X Company will endeavor to provide the data in a common file format.

These general terms and conditions were last updated on January 3, 2024.