

Terms and Conditions fillthedoc SaaS

Introduction

The fillthedoc SaaS is owned, operated and provided by FIRM24 B.V. of Amsterdam, the Netherlands

1. Definitions

1.1 fillthedoc SaaS: fillthedoc Software as a Service consists of various modules, such as the online documents generator ("LegalDocx"), documents exchange and communication applications (DMS), user management application ("IAM") and digital signing ("Awesome signature").

1.2 Subscriber: The party that subscribes to fillthedoc SaaS.

1.3 Primary organization: the created user who has management rights and who has been appointed by the Subscriber as administrator of the Subscriber's Environment.

1.4 End user: a natural or legal person who, under the responsibility of the Subscriber of fillthedoc, uses SaaS and can login as a user in the Subscriber's User Environment and gains access.

User environment: the dashboard within fillthedoc SaaS that only the End Users have access to.

1.5 Price: the applicable price per prepared document, per uploaded document and per digital signature as communicated in the quotation.

2. Applicability Conditions

2.1 A fillthedoc SaaS subscription (in these conditions further: Subscription) is a (Software as a Service: SaaS) service provided to the Subscriber by FIRM24 BV in Amsterdam. This service consists of having and keeping FIRM24 BV at a location chosen by it and installed on the Infrastructure (as referred to in Article 19 paragraph 1) of FIRM24 BV 'at a distance' via the internet or another network for Subscriber and other subscribers. from fillthedoc SaaS. FIRM24 BV is the Subscriber agreed (various modules) of the Software in the field of contract generation, information exchange and client communication of FIRM24 BV.

2.2 FIRM24 BV is never obliged to provide Subscriber with a physical carrier with fillthedoc SaaS.

2.3 By signing the offer and / or order confirmation, Subscriber agrees to the applicability and content of these terms and conditions.

2.4 Deviations and additions to the General Terms and Conditions are only valid if agreed in writing between the parties.

2.5 The applicability of Subscriber's purchase or other conditions is explicitly rejected.

2.6 If any provision of the General Terms and Conditions is null and void or is nullified, the other provisions of the General Terms and Conditions will remain in full force. In that case, FIRM24 BV and Subscriber will enter into consultation with the aim of agreeing new provisions to replace the null and void or nullified provisions, whereby the purpose and intent of the void or nullified provisions will be taken into account as far as possible.

3. Offers

3.1 All offers and other expressions of FIRM24 BV are without obligation, unless otherwise stated by FIRM24 BV.

4. Price, fee and payment due

4.1 All prices are exclusive of turnover tax (VAT) and other levies that are or will be imposed by the government. Unless otherwise agreed, all prices are always in euros and Subscriber must pay all payments in euros.

4.2 If Subscriber consists of several natural persons and / or legal entities, each of those persons shall be jointly and severally liable for payment of the amounts owed from the Subscription.

4.3 FIRM24 BV may adjust the fee for its services for commercial reasons, in which case the Subscriber may terminate his / her subscription to fillthedoc SaaS in accordance with Article 12 of these General Terms and Conditions. FIRM24 BV reserves the right to adjust the remuneration for its services once and unilaterally on an annual basis due to indexation and inflation, in which case the above mentioned termination option does not apply.

4.4 Subscriber is automatically invoiced monthly in advance on the basis of the agreed price from the signed quotation or order letter. Payment is made by direct debit. The payment for each monthly invoice must be received by FIRM24 BV no later than fourteen (14) days after each date of invoice.

5. Confidentiality

5.1 Subscriber and FIRM24 BV ensure that all information received from the other party that is known or should reasonably be known to be of a confidential nature remain secret. The party that receives confidential data will only use it for the purpose for which it was provided.

Information shall in any case be regarded as confidential if it has been designated as such by one of the parties.

6. Privacy, data processing and security

6.1 The responsibility for the fulfillment of its legal obligations with regard to the processing of personal data rests entirely and exclusively with the Subscriber. FIRM24 BV will, as much as technically possible, cooperate with the obligations to be fulfilled by Subscriber, all this at the expense of Subscriber.

6.2 Subscriber indemnifies FIRM24 BV against claims from persons whose personal or business data are registered or processed by Subscriber or for which Subscriber is otherwise responsible by virtue of the law, unless Subscriber proves that FIRM24 is liable for those claims.

6.4 FIRM24 BV is entitled to assign subscriber access codes. FIRM24 BV is entitled to change assigned access codes. Subscriber treats the access codes confidentially and with care and only makes them known to authorized staff members. FIRM24 BV is not liable for damage or costs resulting from the use or misuse of access codes, unless such use or misuse is the responsibility of FIRM24.

6.5 FIRM24 BV is not permitted to use the data from the User Environment and / or Administrator dashboard of the Subscriber in any other way, other than to deliver the agreed services to the Subscriber, including for only internal use a copy to use the Environment in the acceptance environment to monitor the proper functioning of the Subscriber's Environment or to test the correct functioning of a newer version of fillthedoc SaaS. Subscriber hereby permits the data to be used in an anonymous form for purely statistical purposes.

7. Reservation of property

7.1 Subscriber will retain full ownership of all data, documents, software, data files and results FIRM24 BV received or generated within the framework of the Subscription,

8. Intellectual property rights

8.1 All intellectual property rights to the software, websites, data files (not being the data entered by Subscriber in fillthedoc SaaS) used by or for the implementation of the Subscription used by FIRM24 BV for the implementation of the Subscription, as well as preparatory material thereof, are exclusively held by FIRM24 BV, or its suppliers. Subscriber only obtains the (possible) user rights that are explicitly granted with these General Terms and Conditions and the law. Any right of use to Subscriber is in all cases limited to the duration of the Subscription, is non-exclusive, non-transferable and not sublicensable. Any right to use fillthedoc SaaS only includes the use of fillthedoc SaaS on the Infrastructure of FIRM24 BV (as referred to in Article 19 paragraph 1) this right does not include the right to use fillthedoc SaaS on computer systems other than the infrastructure of FIRM24 BV.

8.2 The Subscriber is not permitted to remove or change any designation concerning the confidential nature or concerning copyrights, trademarks, trade names or any other intellectual property rights from fillthedoc SaaS manuals, websites, data files or materials.

8.3 FIRM24 BV indemnifies Subscriber against any legal claim by a third party that is based on the claim that software, websites, data files or other materials developed by FIRM24 BV infringe an intellectual property right of that third party, under the condition that Subscriber immediately informs FIRM24 BV in writing about the existence and content of the legal claim, including the making of any settlements. Subscriber will provide the necessary powers of attorney, information and cooperation to FIRM24 BV. This obligation to indemnify lapses if the infringement is related (i) to materials made available to FIRM24 BV by the Subscriber for the use, processing, processing or incorporation, or (ii) with modifications made by Subscriber without the written permission of FIRM24 BV in the software, website, data files or other materials or has it installed by a third party. If it is judged in court that the software, websites, data files or other materials developed by FIRM24 BV itself infringe any intellectual property rights belonging to a third party or if in the opinion of FIRM24 BV there is a reasonable chance that such infringement will occur, FIRM24 BV will ensure that Subscriber can continue to use the delivered, or functionally equivalent other software, websites, data files, or materials. Any other or further obligation to indemnify FIRM24 BV is excluded.

8.4 Subscriber guarantees that no rights of third parties oppose making available to FIRM24 BV of data files or other materials with the purpose of use, processing or installation. Subscriber indemnifies FIRM24 BV against any claim by a third party that is based on the assertion that such making available, use, processing, installing or incorporating infringes any right of that third party.

9. (Other) Responsibilities Subscriber

9.1 The Subscriber will provide all cooperation that is necessary for a proper use of the fillthedoc SaaS, and a proper execution of FIRM24 B.V.'s obligations under the agreement with the Subscriber. This cooperation will in any case consist of the following points:

- informing about all facts and circumstances that may affect the service and availability of fillthedoc SaaS
- using the fillthedoc SaaS in an up-to-date version of a leading browser type (Chrome, Firefox, Edge, Safari)

9.2 Subscriber bears the risk of the (correct) use, the correct application and the correct management, including the input of the documents and use of the communication possibilities in his organization of fillthedoc SaaS, websites, databases and other products and materials and of the FIRM24 BV to provide services. Subscriber is responsible for (checking the) correctness of the data that are processed using a service provided by FIRM24 BV and the way in which the results of the service are used. Subscriber is also responsible for instructions to and use by

users.

9.3 FIRM24 BV is not responsible for the purchase, installation, set-up, parameterisation, tuning, adjustment and / or proper functioning of the infrastructure (such as equipment, (auxiliary) software and operating environment, not being the Infrastructure of FIRM24 BV as intended. in Article 19 paragraph 1) of Subscriber or that of third parties required for the use of the fillthedoc SaaS Subscription except for those facilities which are under the direct use and management of FIRM24 BV. FIRM24 BV is never liable for damage or costs due to transmission errors, malfunctions or non-availability of these facilities, unless Subscriber proves that this damage or costs are the result of intent or deliberate recklessness of the management of FIRM24 BV.

9.4 FIRM24 BV is never responsible for the repair of mutilated or lost data, unless such mutilation or loss occurs as a result of a technical error by FIRM24 BV.

9.5 Subscriber is responsible and liable to FIRM24 BV for any use by the Subscriber of the fillthedoc SaaS on behalf of third parties. Subscriber indemnifies FIRM24 BV against claims by third parties for compensation of damage in that respect.

9.6 Always and in all cases, both parties will behave carefully and not unlawfully towards third parties in the context of the implementation of the Subscription. Both parties shall at all times respect the intellectual property rights and other rights of third parties, respect the privacy of third parties, not disseminate data in violation of the law, do not provide unauthorized access to systems, do not distribute viruses or other harmful programs and abstain from criminal offenses and violation of any other legal obligation.

9.7 In order to prevent any liability towards third parties or to limit the consequences thereof, FIRM24 BV is always entitled to take measures in respect of an act or omission by or at the risk of the Subscriber, without being obliged to pay compensation to the Subscriber. Subscriber is obliged to immediately remove information (including uploaded images, logos, texts, etc.) from FIRM24 BV, failing which FIRM24 BV will be entitled to remove the information or make it impossible to access it. FIRM24 BV is furthermore entitled to immediately and without prior notification deny access to systems of FIRM24 BV and / or to deny the use of a subdomain name, e-mail address and / or system name in the event of violation or imminent violation of the provisions of Article 9.6 and without to be liable to pay compensation to the Subscriber. The foregoing expressly does not affect any other measures or the exercise of other rights by FIRM24 BV towards the Subscriber. In that case, FIRM24 BV is also entitled to terminate the Agreement with immediate effect without being obliged to pay compensation to the Subscriber.

9.8 FIRM24 BV can not be required to form an opinion on the validity of the claims of third parties or of the defense of Subscriber or in any way involved in a dispute between a third party and Subscriber, unless such dispute results directly from the operation of the fillthedoc software.

10. Delivery terms

10.1 All (delivery) dates and (delivery) dates mentioned or agreed by FIRM24 BV are indicative.

10.2 FIRM24 BV will only be in default after prior completion and detailed written notice of default with a reasonable deadline for performance.

11. Implementation of services in general

11.1 FIRM24 BV will do its utmost to carry out the services with care, in accordance with the agreements and procedures recorded in writing with the Subscriber.

11.2 FIRM24 BV performs the service only on behalf of Subscriber.

11.3 FIRM24 BV can continue the execution of the service using a new or amended version of fillthedoc SaaS whereby the functionality will be equivalent or improved with respect to the agreed functionality. FIRM24 BV is not obliged to maintain, modify or add specific features or functionalities of the fillthedoc SaaS specifically for Subscriber.

11.4 FIRM24 BV can put the service completely or partially temporarily out of use for preventive, corrective or adaptive maintenance. Subscriber shall provide all cooperation required by FIRM24 BV, including the temporary suspension of the use of the service by Subscriber if this is necessary in the opinion of FIRM24 BV. FIRM24 BV shall not perform the decommissioning longer than necessary, have it carried out outside office hours if possible and commence only after having notified Subscriber 10 days in advance.

11.5 FIRM24 BV does not guarantee that the service to be provided within the framework of the Subscription will be error-free and will function without interruption. FIRM24 BV will make every effort to repair defects in the software within a reasonable period in accordance with the provisions of these General Terms and Conditions. FIRM24 BV does not guarantee that defects in software that have not been developed by FIRM24 BV will be remedied. If this occurs, Subscriber has the possibility to terminate the contract with FIRM24 B.V. in accordance with article 12 hereafter.

11.6 FIRM24 BV does not guarantee that fillthedoc SaaS will be timely adapted to changes in relevant legislation and regulations. If this occurs, Subscriber has the possibility to terminate the contract with FIRM24 B.V. in accordance with article 12 hereafter.

11.7 FIRM24 BV does not guarantee that a subdomain name and / or system name desired by Subscriber is assigned to Subscriber.

11.8 FIRM24 BV is not responsible for the content and composition of the subdomain name and / or system name and the use made of the subdomain name and / or system name. Subscriber guarantees to FIRM24 BV that he is entitled to use the subdomain name and / or system name and that its use is not unlawful towards one or more third parties. Subscriber indemnifies

FIRM24 BV and compensates FIRM24 BV for any claim by a third party related to the subdomain name and / or system name.

12. Termination, cancellation and modification of the agreement

12.1 The Subscription can be terminated in writing by Subscriber after expiry of the contract term with due observance of a notice period of three (3) months and at the end of a calendar month and by FIRM24 BV. Additionally, FIRM24 BV may only terminate the contract per the end of a calendar year. Parties will never be obliged to pay the other any compensation for termination.

12.2 Each party can terminate the Subscription without notice of default with immediate effect wholly or partially in writing if the other party - whether or not provisionally - is granted a moratorium, if bankruptcy is applied for in respect of the other party, if the enterprise of the other party is finally liquidated or terminated other than for the purpose of reconstruction or merger of companies, or if decisive control over the Subscriber's business changes. FIRM24 BV is never liable for any refund of already received funds or compensation for damages due to this termination. In the event of bankruptcy of the Subscriber, the right to use the Software, websites and the like made available to the Subscriber expires by operation of law.

13. Termination and consequences termination Subscription

13.1 Upon termination of the Subscription, FIRM24 BV will, at the written request of the Subscriber, provide the Subscriber with the entered or supplied data - such as and in so far as available in the database of FIRM24 BV. Subscriber must have submitted the request to FIRM24 BV within 1 (one) month after termination of the Subscription. Subscriber accepts that such data contains the features as Subscriber who finds at the time of receipt. Furthermore, FIRM24 BV is in no way obliged to convert the data data made available or to make it otherwise suitable for use by the Subscriber.

14. Limitation of liability of FIRM24 BV

14.1 II liability of FIRM24 BV is limited to a maximum amount equal to the total of the fees under the Subscription (excluding VAT) that are payable in the twelve (12) months prior to the event, with a maximum of € 15,000.

14.3 The liability of FIRM24 BV for indirect damage, consequential loss, lost profit, fines or additional charges, missed savings, reduced goodwill, loss due to business stagnation, damage due to claims from subscribers of Subscribers, damage related to the use of FIRM24 by Subscriber BV required materials or software from third parties and damage related to the use of subcontractors prescribed by Subscriber to FIRM24 BV is excluded, unless such damages are caused by FIRM24 BV. FIRM24 BV can not be held liable in any way whatsoever for damage resulting from careless use of the service, such as improper application of segregation of duties, improper management of passwords or improper use.

14.4 The liability for damage resulting from / related to the demonstration version of fillthedoc SaaS that has not been made available by FIRM24 BV via its website is completely excluded.

14.5 The exclusions and limitations of the liability of FIRM24 BV, as described in the preceding paragraphs of this article, do not affect the other exclusions and limitations of liability of FIRM24 BV under these General Terms and Conditions and the other agreed Special Terms and Conditions of the Subscription.

14.6 Any liability of FIRM24 BV arises only if Subscriber gives FIRM24 BV immediate written notice of default, whereby a reasonable period for the remedy of the shortcoming is made and FIRM24 BV also remains accountable after that term in the fulfillment of its obligations. Any claim for damages against FIRM24 BV expires by the mere lapse of twenty-four months after the occurrence of the damage, unless any legal action is still in progress.

14.7 Subscriber shall at all times be obliged to limit the damage suffered by it as much as possible.

15. Force majeure

15.1 Force majeure also means force majeure of suppliers of FIRM24 BV, government measures, power failure, disruption of the internet, computer network or telecommunication facilities. If a force majeure situation lasts longer than thirty (30) days, each of the parties has the right to terminate the Subscription in writing. What has already been performed on the basis of the Subscription will in that case be settled proportionally, without the parties owing each other anything else.

16. Change and additional work

16.1 If FIRM24 BV has carried out work or other services at the request or with the prior consent of the Subscriber that fall outside the content or scope of the agreed work and / or services, these activities or performances will be reimbursed by the Subscriber according to the usual rates of FIRM24 BV. FIRM24 BV is never obliged to comply with such request and may require that a separate written agreement be concluded for this.

17. Transfer of rights and obligations

17.1 Subscriber is not entitled to sell and / or transfer the rights and / or obligations from the Subscription to a third party.

17.2 FIRM24 BV is entitled to transfer its claims for payment of compensation to a third party.

18. Applicable law and disputes

18.1 The agreements between FIRM24 BV and Subscriber are governed by Dutch law. Applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

18.2 Disputes that may arise between FIRM24 BV and Subscriber in connection with an agreement concluded between FIRM24 BV and Subscriber or as a result of further agreements resulting therefrom shall be settled by the competent judge in the court of Amsterdam.

19. Services

In addition to the provisions in Article 1 up to and including 18, the provisions in articles 19 up to and including 22 below shall apply for the provision of service and support.

19.1 Definitions:

Special Service Hours: all hours in a 24-hour period outside the Service Hours.

Planned maintenance: possible from 6 pm to 6 am and a maximum of four (4) times per month from 6 am to 6 pm.

Infrastructure: the hardware used by FIRM24 BV and under its responsibility, data communication facilities and system software.

Notification: a report made by the Contract Owner to the Service Desk during Service Hours of a Fault, question or wish in accordance with these conditions.

Notification Category 10: Due to a Fault on the part of FIRM24 BV, fillthedoc SaaS is no longer available, or only very limited available to Subscriber.

Notification Category 20: a non-material Fault in fillthedoc SaaS with limited consequences for Subscriber for which no immediate response from FIRM24 BV is required.

Notification Category 30: all questions and requests for information about the use or implementation of fillthedoc SaaS. Subscriber can separately pay a fee to FIRM24 BV for handling Notifications from this category. FIRM24 BV will inform Subscriber of this in good time before the start of the treatment.

Necessary extra maintenance: maintenance during Service Window for which no postponement is possible (eg security risks).

Support: during Service Hours by the service desk of FIRM24 BV (hereafter: Service Desk) providing general assistance regarding fillthedoc by telephone or via support@fillthedoc.com (T : +31 (0) 20-308.06.75). This includes all service and advice necessary for the correct functioning of fillthedoc SaaS.

Service Hours: FIRM24 BV's usual business hours (09.00-18.00 hours CET) from Monday to Friday, with the exception of recognized Dutch public holidays.

Service window fillthedoc: daily from 6 am to midnight.

Fault: a reproducible problem as a result of which the service relating to fillthedoc SaaS is not, not fully or reducedly available to the Subscriber.

20. Availability

20.1 FIRM24 BV makes every effort to realize an availability of fillthedoc SaaS during Service Hours of 99% on average per month. Availability is understood to mean logging into the fillthedoc portal (to be measured on the FIRM24 BV server) on the agreed fillthedoc SaaS module (s). The achieved availability is calculated as follows: Uptime is the time that the fillthedoc portal is available. Downtime is the time that the fillthedoc portal is not available. Planned maintenance, necessary extra maintenance as well as circumstances outside the sphere of influence of FIRM24 BV, do not count as Downtime and are not included in the determination of the Uptime percentage. The achieved availability is $\text{Uptime} / (\text{Uptime} + \text{Downtime})$.

20.2 FIRM24 BV will endeavor to keep the speed of data traffic to and from fillthedoc SaaS at such a level that End Users, Super users and Managers can make acceptable use of the Software.

20.3 FIRM24 BV is, without prejudice to the provisions of Article 20, not responsible and liable for (the consequences of) malfunctions arising from / related to:

changes in or errors, defects or imperfections in equipment or other software than the Infrastructure, including incorrect configuration of subscriber equipment and infrastructure as well as interference in the telecommunications structure of Subscriber or third parties or in the power infrastructure of third parties - outside the Infrastructure - longer than 4 hour;
The non - availability of fillthedoc SaaS (during activities) at the request of the Subscriber;
If FIRM24 BV, when determining or isolating the problem or malfunction, needs assistance from Subscriber that Subscriber can not give;
Other causes not attributable to FIRM24 BV.

20.4 A weekly update takes place as part of the Planned Maintenance. During this weekly update, certain functionalities such as the processing of a salary run will not be available. Any non-availability will not last longer than 1 hour.

21. Making a report

21.1 Notifications of the Category 20 and 30 are reported to the Service Desk by telephone and / or by email.

21.2 Notification of the Category 10 must be reported as soon as possible by telephone on 06-52.84.7034 and email support@fillthedoc.com.

21.3 Reports can be made 24 hours a day. A Report contains at least the following information:

- a) Subscription number;
- b) Name of the Contract Owner who makes the report;
- c) A detailed description of the Fault.

21.4 FIRM24 BV is not liable for the incorrect, incomplete, delayed transmission and / or receipt of a Notification sent or made by the Subscriber, whether or not caused by the non-full functioning of telecom services and equipment of third parties and / or the Subscriber.

22. Backup and Physical security

22.1 A backup is compressed and encrypted according to the current state of the art. The Back-ups are stored in an externally located data center to be determined by FIRM24 BV, located in Europe.

22.2 The servers used by FIRM24 BV are in a (heavily) secured environment. The location where the equipment is located is provided with a physical access protection of the building, redundant energy and cooling infrastructure, shielding access by unauthorized persons, 24 × 7 hardware support, fire protection, stable power supply, Internet access protection and firewall.

22.3 The data traffic from or to fillthedoc SaaS is checked 24 hours a day from a central control room. FIRM24 BV strives to respond within 30 minutes to the unauthorized attempt to gain access to fillthedoc SaaS by third parties, to threatening data traffic or to other attempts to undermine the proper functioning of fillthedoc SaaS. In such cases, FIRM24 BV is permitted to block the access of Subscriber to the fillthedoc SaaS. FIRM24 BV will immediately inform Subscriber of such an event.

23. Digital signing

23.1 fillthedoc Saas contains a possibility to create and obtain electronic signatures. Such a signature could be regarded as legitimate expressions of intent and identification of identity among a number of jurisdictions, including Dutch ones, but the actual legal status thereof as a replacement for a regular signature, as well as the purpose for which it may be used, must be made by the subscriber or end user who uses this service himself to be identified and determined. FIRM24 BV assumes no responsibility in this respect.

24. Use of name and logo

24.1 Subscriber gives FIRM24 BV the right to use its name and logo for promotional activities by FIRM24 BV, whereby FIRM24 subscriber can designate as its customer. Subscriber can request FIRM24 BV in writing to stop this use of its name and logo and to stop it for new promotional material to be developed. FIRM24 BV will honor this request within thirty (30) calendar days after receipt thereof, unless this request is made within 5 working days after these General Terms and Conditions have come into effect, in which case the request will be immediately honored.

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