

# General Terms and Conditions

## Momice

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Momice B.V., with its principal place of business located on Hoogoorddreef 73B, 1101 BB in Amsterdam and registered with the Dutch Chamber of Commerce under file number 34293210, hereinafter referred to as “Momice”, provides a tool to manage event communication through a mobile website with integrated invitation, registration and survey modules.

This document sets out the terms and conditions governing these services provided by Momice. We recommend that you read them carefully. These general terms and conditions apply to all offers from and agreements with Momice. Terms and conditions applied by the User that deviate from or that are not included in these general terms and conditions only bind Momice if and to the extent such has been explicitly accepted in writing by Momice.

### Summary

#### **You are responsible for your own actions**

Momice expects that you will use its services and online services in general with due care. Be careful of your actions and with the (personal) data you share online.

#### **Momice will not store your data longer than necessary**

At Momice, your event data is securely stored for as long as we have agreed to keep your event site online. Once offline, the event data linked to the event site will be deleted from our servers within 30 days. You will be notified in advance when we plan to execute the removal of the event data, so you have time to store the data on your own data storage device (should you wish to do so).

#### **Working with third parties**

You are solely responsible for any agreements set up with third parties and linking them to the Momice system. Momice cannot be held accountable for such agreements. For example: linking Momice with third-party registration or invitation software.

## Article 1. Definitions

- 1.1 **Momice:** Momice B.V., a limited liability company, with its registered office in Amsterdam and registered with the Dutch Chamber of Commerce under file number 34293210.
- 1.2 **(the) User:** A natural person or the company that concludes an Agreement with Momice in order to use the Service. This also includes a party with whom Momice is in the process of negotiating with the intent of concluding an Agreement or a party who was provided with an offer or quote by Momice.
- 1.3 **Agreement:** The Agreement formed between Momice and the User by which Momice enables the User to make use of the Service.
- 1.4 **Service:** Momice makes an online platform available to the User enabling the latter to create an Event website in order to promote its Event. In addition, Momice offers the User the opportunity to invite the End Users, register them for the Event, use the Service for purposes related thereto or use other functions as offered by Momice from time to time. This may involve a one-off (per Event) service or a membership for several Event websites in a subscribed service form. Apart from the provision of the foregoing, the Service also comprises the publication and hosting (by a third party) of the Event websites, and, if agreed, the designing or assisting in the design of the Event website(s) and sending email or text-message campaigns.
- 1.5 **Event:** The event to be promoted by the User for which it uses the Services of Momice.
- 1.6 **Account:** An account with a personal control panel and user interface, which Momice makes available to the User for the purpose of the Service.
- 1.7 **Event website:** The Event website made available by Momice but designed with the Service by the User on which the User places its Event.
- 1.8 **Information:** All content published by the User via the Service, Website, mailings, texts, SMS or other services of Momice.
- 1.9 **Personal Data:** Any information relating to an identified or identifiable natural person, as stated in the GDPR.
- 1.10 **End User:** Any User that can access the Service, mobile website or Event website created by the User.
- 1.11 **General Terms and Conditions:** These terms and conditions stated in this document.
- 1.12 **Party:** Momice or the User as a party to the Agreement.

**1.13 Website:** <https://www.momice.com/>

**1.14 Third Parties:** All parties other than Momice or the User including, but not limited to: End Users and suppliers.

**1.15 In Writing:** If the General Terms and Conditions, the Website, an offer or the Agreement contain the term "in writing", this will mean email as well as hard copy, provided that the sender's authenticity has been sufficiently established.

## Article 2. Scope and applicability

**2.1** The General Terms and Conditions apply to every use of the Service and are part of every Agreement between Momice and the User.

**2.2** The General Data Processing Terms are to be considered as part of the General Terms and Conditions, unless Momice and User have expressly agreed upon a data processing agreement or any other legal binding act in writing.

**2.3** Any terms and conditions or exceptions put forward by the User that deviate from or that are not included in this document will not be considered part of the Agreement, unless Momice has expressly agreed to these In Writing.

## Article 3. Formation and implementation

**3.1** The User accepts these General Terms and Conditions by completing the registration process on the Website. On this occasion, the User can choose between purchasing a one-off Service or purchasing several memberships and entering into a subscription. Momice will charge additional legal costs in the event User starts negotiations with Momice about the terms of the Agreement.

**3.2** As soon as possible after the formation of the Agreement, Momice will make an Account available to the User with which the User can make use of the Service.

**3.3** Momice will carry out the work carefully on the basis of the data provided or to be provided by the User, which the User guarantees to be correct, complete and consistent. Momice may - but is not obliged to - verify the correctness, completeness or consistency of the data made available to it. Momice may suspend the agreed upon Services in the event User has provided Momice with incorrect or incomplete data.

**3.4** The User understands that Momice cannot give any guarantees with regard to the number of End Users who will visit the Event website or the actual Event.

**3.5** The User understands that it is solely responsible for placing the correct Information on the Event website, emails and text messages. Momice will never be liable for the Information which the User places on the Event website via the Service and any consequences which may arise from such placement by the User. Additionally, if Momice, as part of the Service, designs or assists in the design of the Event website(s), the foregoing paragraph of this article shall also apply.

**3.6** Momice facilitates the Event website but is not involved in its operation. Momice has a purely facilitating role, also in respect of links to external services, payment providers and accounting systems offered by Third Parties or other business contacts. The User is solely responsible for agreements with any Third Parties and indemnifies Momice against any and all claims from such Third Parties. The foregoing shall also apply in the event User has commissioned Momice to design or assist in the design of the Event website(s), and when User provides Momice with materials to be used on the Event website(s). User is solely responsible for the materials it provides and shall indemnify Momice for any claims of Third Parties relating to the materials provided by User.

#### **Article 4. Duration and termination**

**4.1** If a Service is purchased on a one-off basis, it will be offered for the duration specified on the Website and/or in the concerning offer. An Event website can be published no more than two months before the start date of an Event. An Event can last no more than seven days. After the end date of an Event, the Event website will continue to be hosted for an additional four weeks.

**4.2** Unless otherwise agreed upon, a subscription Agreement is entered into for an initial term of twelve months, commencing on the first day of the succeeding month after the date of acceptance of the Agreement. After the first term, the subscription Agreement will automatically be renewed each time for successive terms of twelve months unless the User terminates the Agreement in Writing by the end of its term with due observance of a notice period of at least one (1) month by the end of the Agreement.

#### **Article 5. Conditions of the Service**

**5.1** User guarantees that the Service shall not be used to violate applicable law, the Agreement, these General Terms and Conditions or infringe upon Third Party rights. User shall indemnify and hold Momice harmless for any and all damages resulting out of not complying with the aforementioned guarantee.

**5.2** It is entirely up to the User which Information it places on the Event website or sends through mailings and text messages using the Service. Momice has no knowledge of the content of this Information. As such, Momice does not accept any liability for the (content of the) Information exchanged, saved and processed by means of the Service. The User indemnifies Momice against Third-Party claims based on the argument that the Events/Event websites created or Information processed by the User by means of the Service are unlawful.

- 5.3** The User will observe due care while using the Service.
- 5.4** The User is not permitted to resell, market or otherwise commercialise the Service. If User does (re)sell the Service with explicit permission of Momice, then User is obligated to make sure that these General Terms and Conditions apply to all agreements it concludes with its clients.
- 5.5** If, in Momice's opinion, the User jeopardizes the operation of the server(s), the Momice network or third-party networks, in particular by obtaining or sending excessive volumes of data (and thus causing performance problems), Momice will be entitled to take all measures it considers reasonably necessary to avert or prevent such risk.
- 5.6** If the User violates applicable law or any of the provisions stated in these General Terms and Conditions, Momice will have the right to deny User access to the Service, without any form of restitution of amounts paid.
- 5.7** The User will make it clear to the End Users under what conditions the Event website is made available. If agreements are concluded via the Event websites, the User itself will be responsible for the implementation of those agreements and will also be responsible for fulfilling any other statutory obligations that may apply. If the User processes Personal Data of End Users via the Event website, the User itself will be responsible for providing the correct Information regarding such processing to its End Users.
- 5.8.** The User itself is responsible for compliance with local laws and regulations, such as privacy and data protection legislation, distance buying (and consumer rights), unfair and/or unreasonable commercial practices, etc., that apply in the country targeted by the User. Notwithstanding article 12.5 of these General Terms and Conditions, Momice will never be liable for any form of damage, penalties, sanctions (or other forms of enforcement) sustained by the User through the use of Momice, or for any and all claims from Third Parties (including End Users) relating to the use of Momice, the Event website, the Service and/or Events.
- 5.9** The User will have the opportunity to approach End Users and potential customers by e-mail, via the Event website and through text messages. The User declares that it obtained or will obtain the contact information of such End Users in a lawful manner. The sending of messages can be executed (by Momice) as part of the Service. These General Terms and Conditions will apply in the same manner.
- 5.10** Momice is legally entitled to disclose information about the User and/or End Users to Third Parties, such as enforcement bodies or Third Parties with regard to whom it is sufficiently plausible that their rights have been infringed by the User, if a statutory provision so dictates, if it is otherwise obliged to do so by standards of due care or after receiving a complaint about Information processed by the User. In addition, Momice will be entitled to block or remove (access to)

infringing content until further notice and, where necessary, disclose information to Third Parties about the content itself.

**5. 11** The User indemnifies Momice against all legal claims with respect to (personal) data, Information, websites, etc. that have been created, saved and/or published by the User.

## Article 6. Access and updates

**6.1** Momice will grant the User access to (the management of) the Service during the term of the Agreement. To this end, the User will be provided with a username and password. User is responsible for keeping the aforementioned username and password confidential.

**6.2** The User is not permitted to disclose or transfer the username and password to Third Parties. Momice will not be responsible for misuse and may assume that a User who has logged into the Service is the actual User. The User must notify Momice if the User suspects that the password has been obtained by unauthorised parties. Momice will have the right to take appropriate measures in such cases.

**6.3** If Momice finds out that the User's login details are known to unauthorised Third Parties, it will notify the User and take appropriate measures. When this kind of misuse takes place, Momice is entitled to fully or partially terminate the Service or the Agreement.

**6.4** The version of the relevant communication received or saved by Momice, including measurements taken, will constitute valid proof thereof, except where the User provides proof to the contrary.

**6.5** Momice has the right to modify the Service from time to time in order to improve functionality and correct errors. Because the Service is supplied to multiple Users, it is not possible to waive a specific modification only for the User. Momice will not be obliged to pay any compensation of damage resulting from a modification of the Service.

**6.6** All specific Service features developed for Users are non-exclusive.

## Article 7. Availability and maintenance

**7.1** Momice will use its best efforts to realise uninterrupted availability of the Service but offers no guarantees in this respect, unless the Parties have agreed otherwise in the Agreement by means of a service level agreement (SLA) identified as such. If the Service is not available for User or End Users, Momice will endeavour to solve the problems as soon as possible to the best of its ability.

**7.2** Momice reserves the right to stop the Service temporarily for maintenance, modification or improvement of the Service and the Momice web servers. Momice will use its best efforts to manage this period of inactivity in a manner which will result in the least possible inconvenience to Users.

**7.3** Momice will never be obliged to pay any compensation of damage sustained by the User as a result of a period of inactivity as mentioned in this article.

## **Article 8. Personal data and security**

**8.1** If the User processes or saves Personal Data via the Service, both the User and Momice will be subject to the applicable privacy and data protection legislation, such as the GDPR. Concerning such legislation the User will be classified as the data "controller" and Momice will be classified as the data "processor".

**8.2** Momice will use its best efforts to provide an appropriate level of security considering the risks involved in processing Personal Data and the nature thereof. However, this will only apply if and insofar as the Personal Data is located in Momice's systems or infrastructure. The relevant technical security document and security policy can be requested. When adjustments or an audit are preferred, these following actions need to be discussed with Momice. Momice is entitled to charge additional costs in such cases.

**8.3** Momice and all parties acting under the authority of Momice, insofar they have access to Personal Data for which the User is the controller, will only process such Personal Data as instructed by the User. The same applies to the Personal Data obtained via the Event websites.

**8.4** The User guarantees that it will only process Personal Data in a manner that is fully compliant with applicable law.

**8.5** If the User is required to amend, remove or hand over data saved via the Account or the Service in the context of a statutory obligation, for example pursuant to the GDPR, Momice will facilitate this activity to the best of its abilities.

**8.6** The User is not permitted to gather Personal Data via the Service otherwise than by using the functionalities offered to the User via the Service. The User will be able to download data regarding End Users, visitors and other statistics of a specific Event up to one month after the end of the Event.

## Article 9. Support

**9.1** The User can report bugs, errors or unavailability of the Service and submit questions using a telephone number and e-mail address specified by Momice. Momice will use its best efforts to answer the questions satisfactorily and within a reasonable time frame. The User can reach the support desk by email: [support@momice.com](mailto:support@momice.com) or via +31(0)20 7230950.

## Article 10. Prices and payment

**10.1** All stated rates are exclusive of VAT and other government levies.

**10.2** All prices specified on the Website and in quotations, brochures and other material are subject to typing and calculation errors. No liability is accepted for the consequences of typing and calculation errors.

**10.3** Every year in the month January, Momice has the right to change the agreed-upon prices based on inflation, changes in the costs of its suppliers or changes in other costs of Momice.

**10.4** The User will owe Momice a fee for the use of the Service. The amount of this fee is specified on the Website, in an offer or in a quote. Momice is free in its choice of payment method. The payment methods will be indicated on the Website or in the offer. These methods may vary from time to time and may include payment in advance.

**10.5** The User agrees to electronic invoicing by Momice.

**10.6** If the User fails to effect payment within 30 days of the invoice date, Momice will have the right to block or suspend User's Account and other Services or Agreements concluded with Momice. The foregoing will not affect the User's payment obligation.

**10.7** In the event that the User fails to pay in time, it will be obliged to pay, in addition to the amount owed and the interest due, full compensation of both judicial and extrajudicial collection costs, including costs charged by lawyers, bailiffs and debt-collection agencies.

**10.8** The payment claim will be immediately due and payable in the event that the User is declared bankrupt or applies for a moratorium, or if an attachment is made of all of the User's assets, if the User dies and, furthermore, if the User's business is wound up or dissolved.

**10.9** In the cases referred to above, Momice will also have the right to terminate or suspend the Agreement or any part thereof that has not yet been implemented without notice of default or judicial intervention being required, and without the User being entitled to compensation of the damage which the User could sustain as a result thereof.



## Article 11. Momice API Terms of Use

**11.1** By using the Momice API to interact with the Momice systems, the User fully understands that the API token gives access to the User's events and all (personal) data associated with these events.

**11.2** The User may share the API token with third parties (e.g. Agencies). By doing so, the User fully understands the implications of sharing access to the API token and is responsible for binding the relevant third party to a Data Processing Agreement.

**11.3** The User represents and warrants not to use or allow the use of Momice API to send unsolicited communications or misuse or allow the misuse of the API token, in any manner that would harm Momice (our activities/plans/reputation) or violate any applicable laws.

**11.4** Momice reserves the right to change, suspend, or discontinue any aspect the Momice API at any time. Momice may also impose limits on certain features or restrict the User's access to parts or all of the Momice API without notice or liability.

**11.5** As a condition to the free usage of the Momice API, the User expressly accepts and understands that Momice can under no circumstances be held liable for any damages, loss of data, or other consequences arising out of or relating to the use of the Momice API.

## Article 12. Ticket and payment services

**12.1** If User uses the Service to promote an Event for which it offers (paid) tickets, then Momice is not a part of the (purchase) agreement between User and the person (or legal entity) buying the offered tickets. Momice only acts as an intermediary in the formation of such agreement.

**12.2** When offering tickets, User is responsible for compliance with applicable law. More specifically: if User allows consumers to purchase tickets, then User shall make sure it fully complies with consumer and tax laws applicable to User or the people (or entities) buying the tickets.

**12.3** Momice does not provide payment services. When offering tickets subject to a fee through the Service, payment shall be handled by a third party payment provider. Momice is not responsible for errors or delays in payment.

**12.4** When offering tickets through the Service, User is responsible for collecting (applying) and paying the right amount of VAT and other levies imposed by the government or laws applicable to User or the people (or entities) buying the tickets.

**12.5** When a ticket for an Event is (or tickets are) bought through the Service and the person (or legal entity) buying the ticket(s) requests a chargeback for the amount paid, then User will reimburse Momice for any chargeback and any thereto related fees. Momice will send User an invoice for such reimbursement.

## Article 13. Liability

**13.1** Momice's liability towards the User on whatever grounds (including failure to fulfill a guarantee and unlawful acts by Momice, its employees or Third Parties engaged by Momice) is limited per contract year, to a maximum of two (2) times the total amount of invoiced fees paid by the User to Momice over the year in which the damage has arisen.

**13.2** Liability on the part of Momice for any indirect losses or damages, including consequential damage, damages resulting out of loss or leaking of data (including tracking and conversion data), loss of profits, immaterial damages and damages resulting from business interruption, is excluded.

**13.3** Liability on the part of Momice for an attributable failure to comply with the Agreement only arises if the User gives Momice proper notice of default in writing without delay while providing it a reasonable term to remedy the failure, and Momice remains in default as regards compliance with its obligations after that term as well.

**13.4** The User indemnifies Momice against all Third-Party claims regarding compensation of damage, costs or interest relating to this Agreement and/or the Service, including claims from the Dutch Data Protection Authority, the Authority for Consumers & Markets (ACM) and Third Parties such as owners of intellectual property rights, if such claims are attributable to the User or parties for which User is responsible.

**13.5** The previous paragraphs of this article and any other exoneration of liability stated in these General Terms and Conditions will not apply if in the event of willful misconduct or gross negligence on the part of Momice executives.

## Article 14. Force majeure

**14.1** Momice is not obliged to comply with any obligation towards the User if circumstances beyond Momice's control exist that prevent compliance.

**14.2** In the event of such force majeure – which will in any case include breakdowns in the telecommunication infrastructure, (Distributed) Denial of Service or other network attacks, domestic unrest, military mobilisation, war, transportation blockage, strike action, (technical) lock-outs, import and export restrictions, operational failures, supply blockage, fire, flooding, and breach of contract by suppliers on whom Momice depends on complying with the Agreement – the

implementation of the Agreement may be suspended, without any liability for damages ensuing as a result. If the situation of force majeure prevents compliance for longer than two months, both Parties will be entitled to terminate the Agreement with immediate effect, without any liability for damages ensuing as a result.

## Article 15. Intellectual property rights

**15.1** All intellectual property rights to all software made available under the Agreement (the Service), as well as any associated preparatory material, are vested exclusively with Momice or its licensors. The User will only obtain the non-exclusive and non-transferable right of use and powers that are expressly conferred under these General Terms and Conditions or otherwise.

**15.2** The User will obtain a non-exclusive and non-transferable right to use the Service(s) as provided for the duration of the Agreement.

**15.3** The User is not permitted to remove or change any designation with respect to copyrights, trademarks, trade names or other rights of intellectual property pertaining to the Service. Framing, embedding or otherwise incorporating the Service in another website or system is only allowed after prior approval by Momice In Writing.

**15.4** Momice is authorised to put technical measures in place to protect the Service. If Momice has protected its Service using technical safeguards, the User will not be permitted to remove or bypass that protection.

**15.5** The User declares that it is entitled to publish the Information published by it or on its behalf via the Service and the Event websites in a lawful manner. This means that the User itself holds the applicable intellectual property rights to the published Information or is a licensee of the published Information.

**15.6** The User grants Momice a perpetual, non-exclusive right to use all of the Information (published by the User via the Service) within the scope of the Agreement (and these General Terms and Conditions). Momice may use the mobile/ Event websites created by User for purposes such as the promotion of the Service or Momice itself.

## Article 16. Confidentiality

**16.1** Notwithstanding other articles in these General Terms and Conditions (such as 5.10), the Parties undertake to observe confidentiality in respect of all confidential information that they receive from the other Party. The Parties will also impose this obligation on their employees and on Third Parties they have engaged for the performance of the Agreement.

**16.2** Information will, in any event, be considered confidential if either Party has designated it as such.

## Article 17. Amendments to General Terms and Conditions

**17.1** Momice reserves the right to amend or supplement these General Terms and Conditions.

**17.2** Amendments will also apply to Agreements concluded prior to the amendment. An amendment will not take effect until 30 days after Momice has informed User about the amendment. Among other ways, Momice may inform User about the amendment: through email (newsletter), by traditional mail or by disclosing the amendment on its Website. Minor changes can be implemented at any time.

**17.3** If the User refuses to accept an amendment to these General Terms and Conditions, it may terminate the Agreement by the date on which the amendment would take effect.

## Article 18. Concluding provisions

**18.1** The Agreement is governed by Dutch law.

**18.2** Insofar as the rules of mandatory law do not prescribe otherwise, all disputes that may arise from the Agreement will be subject to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

**18.3** Changes to management or legal form will not affect the Agreement. Momice may transfer this Agreement or any rights and obligations resulting from the Agreement or General Terms and Conditions to Third Parties.

**18.4** If a provision of the Agreement and/or the General Terms and Conditions turns out to be null and void, this will not affect the validity of the Agreement/General Terms and Conditions as a whole. However, in such case, the Parties will agree on one or more replacement provisions which will reflect the intention of the original provision in the Agreement and/or General Terms and Conditions as much as legally possible.

**18.5** The version of any information received or stored by Momice serves as authentic and binding proof, subject to evidence of the contrary provided by User.