

# GENERAL TERMS AND CONDITIONS OF ALTURA

## 1. ABOUT US AND OUR PLATFORM

- 1.1 Altura is an online platform on which various services and tools are offered in the field of procurement ("**Platform**"), developed and owned by Altura B.V., a private company incorporated under Dutch law and registered under number 82677530 with the Chamber of Commerce ("**Altura**" and "**we**"). The platform can be reached via the URL [www.altura.io](http://www.altura.io) ("**Website**").
- 1.2 We do not offer tenders ourselves. We only provide the platform, technology and tools with which our customers can easily and user-friendly screen tenders and undertake all kinds of related activities. We are therefore not a party to a tender or to the services of tender consultants.

### OVER DEZE VOORWAARDEN

- 2.1 These general terms and conditions of use ("**Terms**") are intended for and apply to everyone who uses our Platform. The entity entering into a User Agreement with us is referred to in these Terms as "**Customer**" and "**you**". By "**User**" we mean any natural person who is affiliated with the Customer (or a group company that is part of the same group as the Customer) on the basis of an employment contract or an assignment agreement and who is authorized under the User Agreement to use making the products described in the User Agreement. The number of licenses, and therefore Users entitled to use our Platform, is defined in the User Agreement.
- 2.2 These Terms and Conditions, together with the User Agreement, form the entire agreement between the Customer and Altura. The User Agreement contains more details about the services that the Customer purchases from us, the price of those services, and other information that we agree with the Customer.
- 2.3 If you do not agree with these Terms or do not wish to be bound by them, you may not use our Platform. When you use our Platform, you indicate that you agree to these Terms and Conditions and that you will adhere to them.
- 2.4 Purchase conditions or other conditions of the Customer are expressly not applicable.
- 2.5 The physical person who enters into the User Agreement with us on behalf of the Customer guarantees that he or she is entitled to act on behalf of the company to which he or she is affiliated and to bind the Customer to these Terms.
- 2.6 We may change these Terms at any time, for example because our business model has changed or to implement changed laws and regulations. If we change the Terms, we will inform Users by email. The latest version of these Terms and Conditions can always be consulted via our Website. The Customer is entitled to terminate the agreement within 14 days after being notified of the amended

Terms and Conditions if it does not wish to accept the amended Terms and Conditions. If the Customer terminates the agreement in this manner, Altura will return the part of the Price that corresponds to the part of the agreement not yet enjoyed to the Customer within 30 days after termination.

#### USE OF OUR PLATFORM AND ACCOUNT

- 3.1 To use all the functionalities that our Platform offers, you need a paid account. We offer a basic subscription that can be supplemented with various add-ons. For the basic subscription, a license is required per User. Add-ons, if a license has been purchased, are accessible to all customers.
- 3.2 When you create an account, you guarantee that the information you provide to us is correct, complete and up-to-date. You are also responsible for keeping the information in your account correct, complete and up-to-date.
- 3.3 The login details that you receive from us, or that you choose yourself, are personal and confidential. You must keep this information to yourself and never reveal it to others. It is strictly prohibited to share user login details with others or to provide third parties with access to our Platform. Our employees will never ask for your password. If you know or suspect that your login details are known to third parties, please contact us immediately so that we can block your login details to prevent misuse.
- 3.4 A paid license gives you a limited, non-exclusive and non-transferable right to allow one (1) user to use the functionalities of the platform as described in the User Agreement. For add-ons, a single license per organization gives all users access to the chosen add-ons, as described in the User Agreement. These rights are conditioned on your and your users' compliance with all provisions of these Terms and the User Agreement. You may not use our Platform for any other purpose.

#### COSTS AND PAYMENT TERMS

- 4.1 The price payable by the Customer for use of the Platform is set out in the User Agreement ("**Price**"). The Customer agrees to pay the Price and to the payment terms set out in this article.
- 4.2 All Prices are in euros and exclusive of VAT.
- 4.3 Altura will invoice the Fee prior to the Starting Date of the Agreement for a full year at a time. Invoices must be paid by bank transfer within 30 days.
- 4.4 If an invoice is not paid within the payment term, the Client is in default without the need for further notice. In that case, Altura has the right to charge statutory interest on the total invoice amount from the due date of the invoice. We are also entitled to charge extrajudicial costs for collecting the invoice, which costs amount to 15% of the total amount with a minimum of €40. Statutory interest and extrajudicial costs will in any case be automatically charged if the term set in the first payment reminder has expired without the invoice being fully paid.

- 4.5 The Customer may not offset amounts that Altura may owe to it for whatever reason against an outstanding invoice.

#### PROHIBITED ACTS

- 5.1 You and Users must refrain from the following actions:
- (a) sharing login details with others;
  - (b) use someone else's login details to access the Platform;
  - (c) use our Platform for a purpose other than that described in article 3.4;
  - (d) abuse our Platform or cause damage to our Platform, for example by introducing viruses or other malicious software;
  - (e) attack our Platform or the server it runs on in any way;
  - (f) test the vulnerability of our Platform or circumvent security measures or a login environment;
  - (g) violate these Terms in any way.
- 5.2 If you or a User commits a prohibited act, we are entitled to take one or more of the following measures, with immediate effect and without you being entitled to compensation for any damage that may result to you:
- 5.2.1 deny your access to our Platform;
  - 5.2.2 deactivate/delete your account temporarily or permanently
  - 5.2.3 report it to the police and cooperate in an investigation, where we may be obliged to share your personal data with authorities.
- 5.3 If you can no longer use the Platform as a result of a prohibited act, you are under no circumstances entitled to a refund of prepaid Prices.
- 5.4 The stipulations delineated in Article 4.2 are to be construed as supplementary to the gamut of rights and remedies at our disposal in a pertinent scenario. This includes, but is not limited to, our unequivocal right to seek indemnification for the entirety of the losses incurred as a consequence of your engagement in prohibited activities.

## 2. OUR INTELLECTUAL PROPERTY RIGHTS

- 6.1 We, or our licensors, are the exclusive holder of all intellectual property rights in our Platform and the content published on it, including, but not limited to, copyrights, design rights, database rights and rights to software, including the graphic user interface. This applies with the exception of content uploaded by Users.
- 6.2 We hold exclusive ownership of the trade name "Altura," and its utilisation is strictly reserved for our use. If you desire to employ our trade name, it is imperative to obtain our explicit written consent beforehand. Furthermore, any additional trade or brand names displayed on our Platform are under the

ownership of their respective proprietors. To use these names, you are obliged to seek permission directly from the respective holders.

- 6.3 Our Platform, nor any part thereof, may be copied, edited, distributed or reverse engineered.

### **3. YOUR CONTENT AND YOUR RIGHTS**

- 7.1 Users have the option to upload content, such as documents that you would like to have analyzed using our tools. The intellectual property rights in that content remain with you at all times. At the time a User uploads such content to our Platform, you only grant us the limited, non-exclusive, royalty-free right to use that content for the purposes chosen. We will not use your content in any other way.
- 7.2 You warrant that any content uploaded by a User is your own original work or, if it is the work of another, that you have obtained from that person the rights necessary to upload that content to our Platform. You also warrant that the content does not infringe the intellectual property rights or privacy rights of others. You are solely responsible and liable for such content.
- 7.3 In the event that a User uploads content, it is understood that such content may be disseminated to third parties contingent upon the utilization of specific functionalities of our service. The User bears the sole responsibility for adhering to any and all obligations pertaining to the preservation of confidentiality of any documents uploaded. We categorically disclaim any liability for breaches of your obligations in this regard.
- 7.4 If we receive notification from third parties asserting that the content uploaded by a User infringes upon their rights, we reserve the prerogative to demand that you expunge said content from our Platform. In the event of non-compliance with our request, we retain the authority to undertake the removal of the content ourselves.
- 7.5 We are not responsible for any documents uploaded by the User. If these are removed, it is irreversible. It is therefore important that you always keep a copy of such documents. However, once your documents are uploaded, they are secured. Both we and the party that hosts our Platform work according to the ISO27001 standards. Regarding backups of user data, we refer to our Service Level Agreement.
- 7.6 Upon the termination of the agreement, the Customer is entitled to export all data inputted by them in a CSV file format, conforming to the structural framework as maintained in our database.

#### **DISCLAIMERS**

- 8.1 We offer our Platform as it exists and functions at the time of consultation, without offering any guarantees with regard to its operation or functionalities. You use our Platform at your own risk.

- 8.2 Our Platform, or parts thereof, may occasionally be unavailable, for example because we need to perform updates, fix problems or add functionalities. We therefore do not guarantee that our Platform is available at all times, nor that our Platform is completely free of problems, disruptions or errors. How we deal with disruptions is laid down in our Service Level Agreement. You are responsible for installing virus detection software on the device through which Users use our Platform.
- 8.3 The upkeep and maintenance of our Platform are scheduled to occur predominantly during periods that minimize disruption to our Users. Where feasible, we will endeavor to provide prior notification of any planned maintenance activities via email. For further details, kindly refer to our Service Level Agreement.
- 8.4 As we are not participants in the tender process ourselves we have no influence on and can therefore provide no guarantees with regard to the content, reliability or validity of a tender published on our Platform and the behavior and reliability of its provider.
- 8.5 Our Platform contains links to other websites. These links are provided for your convenience and information only. It does not mean that we endorse, recommend or are economically or otherwise affiliated with that website or the party offering the website. We have no influence on the content of the linked websites and accept no liability with regard to damage arising from or related to consulting or using (information from) such websites.

#### **4. LIMITATION OF LIABILITY**

- 9.1 Although we stand behind our Platform, we cannot accept unlimited liability in relation to its use. Our liability is limited in the manner described in this article, unless there is damage resulting from intent or deliberate recklessness on the part of Altura.
- 9.2 We are only liable if there is a shortcoming in the fulfillment of one of our obligations, while that shortcoming is also attributable to us. If we are liable, our liability is limited for direct damage to a maximum of the total amount that the Customer has paid us for use of the Platform in the twelve (12) months prior to the event that caused the damage.
- 9.3 We are not liable for forms of damage other than direct damage, including (but not limited to) indirect damage, consequential damage, damage due to lost turnover and lost profits, damage to reputation, damage resulting from the unavailability of our Platform and damage due to loss or data corruption.
- 9.4 We are also not liable for the services of consultants you hire through our Platform. You enter into a separate agreement with that consultant and not with us. We provide an online environment for bringing together the parties to that agreement.

- 9.5 The Customer's claims against Altura are subject to a statute of limitations period, which expires automatically after twelve (12) months from the date on which the claim initially accrued.

#### PERSONAL DATA

- 10.1 In the context of the execution of the Agreement, Altura will collect and process certain personal data from you and Users. Altura does everything it can to guarantee your and your Users' privacy and acts in line with the laws and regulations in the field of privacy protection. For more information about how Altura uses your personal data, with whom it is shared and what your rights are, please refer to our Privacy Statement.

#### PRICE INDEXATION

- 11.1 We are entitled to adjust our rates once a year, on January 1st, in accordance with the percentage of the CBS service price index (SPI), whereby we apply a 5% increase in the rates that applied in the previous year as a minimum price indexation.

### 5. GENERAL PROVISIONS

- 12.1 In the event that any provision contained within these Terms and Conditions is deemed void or subsequently declared void, all other provisions within these Terms and Conditions will remain in complete force and effect. In such an instance, the parties involved will engage in collaborative discussions to establish a substitute provision that closely aligns with the initial intent of the parties concerning the void or voided provision.
- 12.2 Altura may transfer its rights and obligations under these Terms to another party, for example if Altura is acquired by another company. If this happens, we will inform the Customer and ensure that the Customer's existing rights are respected. If this is the case, the Customer has the right to terminate the agreement subject to a notice period of three months. If the Customer terminates the agreement in this manner, Altura will return the part of the Price that corresponds to the part of the agreement not yet used by the Customer within 30 days after termination. The Customer may not transfer its rights and obligations under these Terms and Conditions to a third party without the permission of Altura.
- 12.3 Provisions within these Terms and Conditions that inherently possess the intent to maintain their enforceability following the termination of the agreement with the Customer shall remain in effect even after the agreement has concluded.

## **6. APPLICABLE LAW AND CHOICE OF FORUM**

- 13.1 These Terms and Conditions are governed by Dutch law..
- 13.2 In case of any dispute arising from or in connection with these Terms and Conditions, such dispute shall be exclusively submitted to the jurisdiction of the Central Netherlands District Court, located in Utrecht.