

Qaleido International B.V.

General Conditions for Consumers

General Supply Conditions of Qaleido International B.V. Filed at the office of the Commercial Register of the Chamber of Commerce for Gooiland, Eemland and Flevoland on the 8-st of March 2012 under number 32143209

Article 1 - Definitions

In these General Conditions, the following words have the following meanings:

- 1.1 General Conditions – these present general conditions for the sale and delivery of Services by Qaleido
- 1.2 Qaleido – Qaleido International BV, Postbus 127, 8250 AC Dronten (The Netherlands)
- 1.3 Client – The natural person, not acting in the course of exercising a business or profession, who has received a quotation or an offer whether with a view to the conclusion of an agreement or otherwise, and/or is concluding and/or wishes to conclude a Contract with Qaleido, and/or who visits Qaleido's Website.
- 1.4 Contract – The set of arrangements between Qaleido and the Client. These General Conditions apply to it.
- 1.5 Service – Any service to be performed by Qaleido on the basis of the Contract, including/as well as making available or supplying Software or carrying out activities. If the Client has also agreed to lease part of a Server/server space, this is also deemed to be a Service. The concrete contents of the Service are described in the Service Description of the Service in question. The most recent version of the service description can be found at www.qaleido.com.
- 1.6 Access Code – Unique name ("log-in") and password of the Client made available by Qaleido to the Client in order to obtain access to the Service.
- 1.7 Software – The software or programs (not being the source codes) made available by Qaleido to the Client in the context of a Contract, including any related documentation.
- 1.8 Server – The server(s) or part of it/them belonging to Qaleido.
- 1.9 In writing – Notifications in writing are deemed to include fax messages and email messages. Email messages to Qaleido may only be sent to "info@qaleido.nl" unless Qaleido gives notice in writing of another email address. The version of the message stored by Qaleido is deemed to be proof of it unless the Client produces evidence to the contrary. Email messages are deemed to have been received on the day they were sent unless the recipient submits evidence to the contrary. Qaleido is not liable if messages are not received as a result of technical failures in the Client's internet access or email inbox.

- 1.10 Website - the website with webadres www.qaleido.com
- 1.11 Intellectual Property Rights – All intellectual and industrial property rights and related rights such as copyright, right to a trademark, patent right, trade name right, database right and ancillary rights, as well as rights to know-how and performances on a par with patentable inventions.

Article 2 – General provisions; applicability

- 2.1 These General Conditions apply to all quotations, offers, orders, sales and deliveries by Qaleido to Clients and all agreements in that connection or in relation to them. They also apply to all use of the Website by a Client. A Client may only rely on diverging and/or supplementary provisions if and to the extent that they are incorporated in a written agreement with Qaleido. Acceptance of such provisions only applies to the particular agreement for which the diverging and/or supplementary provisions were agreed and does not alter the applicability of the other provisions of these General Conditions.
- 2.2 The most recent version of the General Conditions always applies.
- 2.3 The applicability of General Conditions or any other conditions that may be used by the Client or to which the Client refers is explicitly rejected by Qaleido.
- 2.4 A Client with whom a contract has been concluded under these General Conditions agrees to the applicability of these General Conditions to later agreements between him/her and Qaleido.
- 2.5 In relation to all agreements, Qaleido is only lawfully represented by the person(s) who is/are authorised to represent Qaleido, as apparent from Qaleido's registration in the commercial register of the Chamber of Commerce, or the person(s) who act(s) on the basis of a written authorisation obtained from the person(s) who is/are authorised to represent Qaleido as specified above.
- 2.6 A provision diverging from these General Conditions can only be relied on by a Client if the divergence has been agreed in writing or if it has been explicitly indicated by Qaleido that a provision is not (fully) applicable or applies in some different way.
- 2.7 In all cases in which a Contract with the Client ends or is terminated, these General Conditions will continue to govern the relations between the parties to the extent that this is necessary for the finalisation of the Contract.

Article 3 – Amendment of General Conditions

- 3.1 Qaleido may amend these General Conditions. Qaleido may also declare supplementary and diverging provisions to be applicable. Such amendments also apply with regard to agreements already concluded with the Client and will always apply to them, subject to the following article

3.2. Amendments take effect on a date to be determined by Qaleido. Qaleido will observe a minimum period of 30 days between the date on which the amendment is announced and the date on which it takes effect. If Qaleido has not fixed a date for the amendment to take effect, the date will be 30 days after the date of notification.

3.2 If the amendment is objectively to the detriment of the Client, the Client may terminate the agreement at no cost within 28 days after being notified of the amendment. If the amendment is not objectively to the detriment of the Client, Qaleido will inform the Client and Qaleido will state that the amendment is not to the Client's detriment and that as a result, the Client may not terminate the Contract at no cost.

3.3 If a measure set forth under or pursuant to a statutory scheme or a court judgment relevant to Qaleido makes it necessary to amend the General Conditions or the Contract, the Client cannot derive any rights to terminate or dissolve the Contract from this.

Article 4 – The Contract

4.1 All quotations and offers issued by Qaleido, in any form and under any name whatsoever, including those on the Website, are free of engagement unless explicitly stated otherwise by Qaleido. The Contract between Qaleido and the Client is only concluded upon acceptance of the offer by the Client and acceptance of this by Qaleido.

4.2 If, in anticipation of the acceptance, Qaleido puts the Service into operation for the Client, this is deemed to be conditional acceptance.

4.3 Qaleido has the right to withdraw its acceptance after acceptance by Qaleido of the Client's offer. Withdrawal means that no Contract is concluded and Qaleido is obliged to refund to the Client all sums received from him/her.

4.4 Qaleido may refuse a potential Client for reasons of its own. In any case, Qaleido may refuse a request from or acceptance by the Client if:

- a. the requesting party furnishes insufficient information or does not answer Qaleido's questions or does not discharge his/her obligations.
- b. the requesting party has not fully discharged any previous obligations to Qaleido or companies affiliated to it.

4.5 The Client may not transfer the Contract and/or any right or obligation arising therefrom to third parties without the prior written permission of Qaleido.

4.6 Sending a quotation or an offer or some other document or leaving an order form or similar document with the Client does not oblige Qaleido to conclude a Contract with the Client.

4.7 Qaleido will refrain from dishonourable trading practices.

4.8 If the agreement is a distance-selling agreement (in terms of Article 7:46a, Dutch Civil Code), the Client has the option, within seven days after receipt of the item (including a means of

accessing the Service) or after confirmation of the agreement by Qaleido, to set aside the purchase, without supplying reasons, either by telephone or in writing, with the Client at the same time returning the items that have been delivered. If the item or the Service has already been used, then the Client is due any associated costs as well as the costs of returning the item or Service.

- 4.9 Any budgets, plans or other documents that accompany a quotation or offer by Qaleido remain at all times the property of Qaleido and must be returned to Qaleido at its first request (in the event of offline dispatch, carriage paid). They may not be reproduced or given to third parties for their inspection or made available to third parties without the prior written permission of Qaleido.
- 4.10 If the Client wishes to amend the Contract or alter his/her Access Code, this must be requested or arranged on the Website. If the request is honoured by Qaleido, the change takes effect on the day on which Qaleido sends confirmation thereof to the Client or at such other time as may be indicated by Qaleido.
- 4.11 Article 3 applies to the Contract, mutatis mutandis.
- 4.12 The delivery or supply times stated by Qaleido are never deadlines unless explicitly agreed otherwise. To the extent that the delivery/supply time and/or delivery/supply period and/or execution period is extended, it will furthermore be extended by the length of time that execution of the Contract is delayed or interfered with by circumstances not attributable to Qaleido, including delays in delivery by one or more of Qaleido's suppliers.

Article 5 – Qaleido's obligation to provide information

- 5.1 Qaleido will ensure that the General Conditions are submitted to the Client before or upon conclusion of the Contract, whether electronically or in some other manner. The Client is responsible, if desired, for saving and printing the General Conditions and the Contract by means of facilities available for this purpose on the Website, in the Client's Browser or elsewhere, and for the accessibility of the saved copy.
- 5.2 Qaleido makes the following information available by means of its website:
- a. its name, address and registration with the Chamber of Commerce;
 - b. the most significant features of the Product and/or the Service;
 - c. the price, including all taxes;
 - d. the method of delivery and payment;
 - e. any delivery costs;
 - f. the address where a Client can file a complaint, which is deemed to be the address mentioned above under
point a., unless another address is indicated on Qaleido's website.
- 5.3 Any entitlement on the part of the Client to dissolve or annul the agreement, based upon the assertion that Qaleido has failed to fulfil its obligation to provide information, must be

exercised within 14 (fourteen) working days after the conclusion of the Agreement, unless and insofar as the law specifies a different time limit.

- 5.4 Without prejudice to any statutory obligations existing for Qaleido to retain the Contract and/or the General Conditions, Qaleido is not obliged to keep a Contract and/or General Conditions accessible for the Client if these have been archived.
- 5.3 If Qaleido uses a code of conduct, this will be stated explicitly on the Website and Qaleido will indicate how it can be consulted, via a hyperlink or in some other manner. The obligations of Qaleido stated in the code of conduct do not apply insofar as their scope is more extensive than the provisions in the Contract.

Article 6 – Cooperation by the Client

- 6.1 The Client is obliged to lend Qaleido all cooperation and to furnish all information and documents necessary in order to execute the Contract promptly and properly.
- 6.2 The Client warrants the accuracy of the description of every assignment or request for an offer he/she issues and of all other information on the basis of which Qaleido concludes the Contract with the Client and executes that Contract.
- 6.3 The costs of repeat performance of (parts of) the Service, or having them performed again, as a result of the fact that the Client has not furnished data and/or materials or because the Client has furnished incorrect and/or incomplete data and/or materials will be charged separately to the Client at the rates in force at that time.

Article 7 – The Service

- 7.1 The Client will obtain a non-exclusive, non-transferrable right to use the Service, including any accompanying user documentation.
- 7.2 Qaleido aims to keep the availability and good quality of the Service as high as possible. However, Qaleido does not give any guarantees in this respect. Qaleido will make efforts to remedy any defects within a reasonable period and with as little inconvenience as possible. Qaleido may implement temporary solutions or program workarounds or problem-avoiding restrictions in the Software. Qaleido offers no guarantee that defects to software not developed by Qaleido will be remedied.
- 7.3 The costs of investigating and remedying a malfunction are Qaleido's financial responsibility. Qaleido can charge these costs to the Client if the malfunction was caused by an act or omission by the Client in breach of the Contract, or by equipment or software of the Client not functioning properly.

- 7.4 Qaleido is not responsible for problems or delays due to the internet or the internet connection.
- 7.5 Qaleido is not responsible for the purchase and/or the proper functioning of the infrastructure of the Client or third parties or for instructions to users (or third parties).
- 7.6 Qaleido may block access to (parts of) the Service and/or (parts of) its system and/or interfaces, whether temporarily or not, or restrict its/their use and/or take other measures if this is necessary in the context of force majeure or on account of (preventive, corrective or adaptive) maintenance or changes or improvements. The Client will be informed of this as quickly as possible.
- 7.7 Qaleido will maintain the Service. Qaleido may make procedural and technical changes or improvements to the Service if this should be necessary or if it improves the Service. Qaleido may also replace the Service by a new or altered version. Qaleido will inform the Client in a timely manner if this will have a detrimental effect on the accessibility of the Service for the Client. Qaleido is not obliged to maintain, alter or add certain characteristics or functionalities of the Service specifically for a Client.
- 7.8 Qaleido may block access to the Service or take other measures with respect to the Client if this is necessary to prevent abuse, to protect the Client and his/her (personal) details, to prevent (further) unlawful use of the Service, or on the instructions of the competent authorities. Qaleido will inform the Client of such measures in a timely manner, to the extent that this is possible.
- 7.9 Qaleido may change the Access Code. It will inform the Client of a change in a timely manner and will notify the Client of the altered Access Code.
- 7.10 Qaleido may alter the email address it has given out if necessary, or at least if needed in order to continue the Service. Qaleido will notify the Client in a timely manner of the change, and in any case 30 days before the change. In addition, it will ensure that email messages sent to the old address are forwarded to the new email address for at least one year.
- 7.11 Qaleido is not liable for any damage or costs incurred by the Client as a result of any measures specified in this article. The measures do not alter the Client's payment obligations.
- 7.12 The Client has access to Qaleido's Service Desk. The staff at the Service Desk are not authorised to make arrangements that bind Qaleido. Arrangements only bind Qaleido if they are confirmed to the Client in writing.
- 7.13 Qaleido is authorised to terminate the Service, subject to a period of notice of at least three months, if technical or economic reasons should give rise to this. The Contract ends at the latest on the date on which the provision of services ends.
- 7.14 The Client consents to the use of software by Qaleido that filters email messages meant for the Client in order to detect spam and viruses. Qaleido may move or remove such emails (or at least

emails which it believes to be spam or to contain viruses). Qaleido explicitly does not guarantee that all spam messages and viruses will be moved or removed. Nor does Qaleido guarantee that no messages will be moved or removed that turn out not to be spam or not to contain viruses after all.

Article 8 – Use of the Service

- 8.1 The Client will observe all obligations, instructions and restrictions made known to him/her by Qaleido as set forth in these General Conditions, the Contract or otherwise communicated to him/her by Qaleido (on its website, in written notifications or otherwise). This includes instructions with regard to logging in, logging out, observance of the permitted volume of data traffic, removal of information etc.
- 8.2 The Client is obliged to act in accordance with the applicable legislation and regulations and to conduct himself/herself in accordance with what may be expected of a Client acting responsibly and with due care. In using the Service, the Client will attempt as far as possible to prevent harm to the interests of Qaleido.
- 8.3 The Client will always and in all cases conduct himself/herself with due care and not act unlawfully towards Qaleido or third parties. The Client guarantees that he/she:
- a. will not infringe the intellectual property rights or other rights of Qaleido or third parties,
 - b. will respect the privacy of third parties,
 - c. will not disseminate data in contravention of the law,
 - d. will not gain unauthorised access to systems,
 - e. will not disseminate viruses or other harmful programs or otherwise deliberately interfere with communication or data storage,
 - f. will refrain from criminal acts and breach of any statutory obligation,
 - g. will not distribute unlawful or punishable texts and/or image and sound material, including racist manifestations, child pornography, criminal data communications, insulting statements or "mail bombs",
 - h. will not commit any computer intrusion ("hacking") via the Service or acts in preparation for this (such as "port scanning") and will not destroy, damage or render useless any systems or computerised works and software belonging to others,
 - i. will not gain access to the Internet or other Networks by means of false keys, false codes or false descriptions,
 - j. will not send "Spam" (unsolicited email in large volumes),
 - k. will not place any content on the home page or related sites in use by the Client or content on the disk space of the Server that is contrary to public morality (this will in any case include pornographic, racist, discriminatory, blasphemous or vindictive texts and/or images),
 - l. will not abuse the Service to defame, libel, harass, persecute or threaten others or violate their rights in any other way,
 - m. will not abuse access code(s) or (attempt to) penetrate security measures linked to the Service.

- 8.4 The Client is not permitted to set processes in motion or to allow them to continue or to otherwise use the Service in a way which he/she can reasonably assume will cause disproportionate nuisance to the other Internet users or will be unreasonably detrimental to the other use of the Service.
- 8.5 Without the explicit written permission of Qaleido, the Client is not permitted to connect (parts of) the Service, whether within his/her organisation or outside of it, in any way with (parts of) other software.
- 8.6 The Client is responsible for the use of the Service, even when the Service is being used by another person. The Client is responsible for each and every use of his/her Access Code and his/her email address. Furthermore, the Client is responsible for all statements and all information on his/her home page, internet pages and on his/her server (space).
- 8.7 The Client is not permitted to lease or sell the Service or otherwise make it available to third parties.
- 8.8 The Client will refrain from altering, reproducing or making public the Service or making additions to it. Changes are only permitted if and to the extent that they have been agreed in writing.
- 8.9 The Client will arrange and is responsible for the necessary hardware and for (installing) software and peripherals and for their functioning that will allow him/her to connect to the Service.
- 8.10 Except to the extent allowed by law, the Client is not authorised to reproduce, decompile or reverse engineer the software and/or codes upon which the Service is based. Nor is the Client permitted to remove and/or circumvent any security features or technical (user) restrictions applicable to the Services.
- 8.11 Qaleido may take all necessary measures to avoid being liable or to avoid the possibility of it being held liable for information that is stored and/or transmitted by use of the Service.
- 8.12 The Client will use the Service for normal, non-excessive use. Excessive is more than five times the average use by other Clients.
- 8.14 In the event of breach of one or more provisions of this article, Qaleido is authorised to deny the Client access to the Service, to shut down the Service (in part), shut down the Client's email account and/or home page, to terminate the Contract without any further notice of default or to have the Contract terminated or set aside at law or otherwise, and/or to take other measures to prevent use in contravention of this article. In such a case, the Client cannot claim restitution of advance payments or compensation. Nor do these measures release the Client from his/her (payment) obligations arising from the Contract.

Article 9 – Intellectual Property Rights

- 9.1 All Intellectual Property Rights to all Services, including the Intellectual Property Rights to the texts, image material, layouts, software, code(s), audio material, formats and/or other materials, including all changes and/or expansions and new versions thereof, are and continue to be vested exclusively in Qaleido and/or its licensors. The Client only obtains a non-exclusive, non-transferable and non-sub-licensable right to use the Services.
- 9.2 The Client is obliged to notify Qaleido immediately in writing of any communication to the effect that the Service infringes on one or more rights of third parties and to leave the further handling of the matter, at law or otherwise, to Qaleido and to lend any cooperation and to provide any information required.
- 9.3 If the use of any Service is limited or prohibited because it has been established that it constitutes an infringement of any Intellectual Property Right of third parties, Qaleido will, at its discretion:
- replace the Service by an equivalent service that does not infringe the rights of third parties, or;
 - alter or adjust the Service in such a way that it no longer infringes the rights of third parties in question, or;
 - acquire a (sub-)licence for the Service for the Client, or;
 - terminate the Contract with the Client in writing, either in full or in part.

Any further or other liability vis-à-vis the Client is excluded.

Article 10 – Check

- 10.1 The Client is obliged to check the Services supplied immediately upon delivery or upon their availability for possible shortcomings and/or patent defects.

Article 11 – Rates

- 11.1 Qaleido's usual fees and prices apply to the Contracts and other relationships between Qaleido and the Client unless the parties have agreed otherwise. Qaleido will send information on the applicable rates to the Client on request.
- 11.2 Qaleido may adjust the prices of all its Services (and products) each year in accordance with the Consumer Price Index (CPI) of Statistics Netherlands (CBS).
- 11.3 In addition, Qaleido may increase the prices or alter its price structure. It will inform the Client of this 30 days before the change takes effect. Article 3 applies, mutatis mutandis.
- 11.4 All prices used by Qaleido are in euros and are exclusive of VAT (BTW), import duties, other taxes, levies, duties and transport costs unless explicitly stated otherwise.
- 11.5 The payments to be made by the Client pertain solely to the Service provided by Qaleido and therefore do not pertain to any telephone costs, costs for connecting cables or other costs to the Client that have been incurred or are incurred for connecting to Qaleido's system or for the

transport of information between Qaleido's system and the Client, unless explicitly agreed otherwise.

Article 12 – Payment

- 12.1 Unless agreed otherwise in writing, amounts owed by the Client to Qaleido are debited to the Client's bank or giro account by means of direct debit.
- 12.2 The Client is obliged to issue a direct debit mandate to Qaleido. Within 30 days after conclusion of the Contract or within 10 days after the first written request from Qaleido, the Client is obliged to furnish to Qaleido all necessary, correct and complete details for this purpose. If the authorisation card has not been received within the aforementioned time limit, Qaleido will send the Client a final warning. If the Client does not comply with the final warning within five days, Qaleido is authorised to disconnect the Client without further notice and to maintain the disconnection until the Client has fulfilled his/her obligation. This disconnection does not release the Client from his/her (payment) obligations towards Qaleido.
- 12.3 If the Client has not arranged for timely payment (by means of the direct debit mandate), Qaleido will demand that the Client pay the outstanding amount within five days. If no payment is made within this time limit, the Client is in default without any notice of default being required.
- 12.4 As from the day of default, the Client will owe interest on all sums he/she owes to Qaleido at a rate of 2% per month or part of the month on the outstanding amounts, from the date on which they became due until the date of settlement in full. If the statutory (commercial) interest is (temporarily) higher than the contractual interest, the statutory (commercial) interest will be due for that period.
- 12.5 If the Client is in default with respect to the performance of one or more obligations pursuant to the Contract or these General Conditions, then without prejudice to the consequences attached by the law to such default, all reasonable costs to obtain settlement out of court will be the Client's financial responsibility. These costs are fixed at 15% of the principal with a minimum of €50 (exclusive of VAT). If Qaleido has had to incur higher costs, they must also be reimbursed by the Client.
- 12.6 The payments made by the Client will always first be applied to settle interest and (out of court) costs and after that they will be deducted from invoices that are due and payable (firstly from those that have been outstanding longest).
- 12.7 Without the prior written permission of Qaleido, the Client is not permitted to set off any debt he/she owes Qaleido against any debt, whether disputed or not, owed by Qaleido to the Client.
- 12.8 Qaleido may conduct, or cause to be conducted, a credit check of the Client. Qaleido may require the Client to provide security on the basis of this check. In that case, the Client is entitled to inspect the results of the credit check.

- 12.9 If, on the basis of facts and circumstances, there can be a reasonable doubt whether the Client will (be able to) settle his/her payment obligations, then upon conclusion of the Contract or at any time thereafter, Qaleido may require security from the Client in the form of a bank guarantee, or may otherwise ensure that the Client will meet both his/her payment and his/her other obligations. The amount for which security can be requested will not be higher than the amount owed by the Client to Qaleido over a period of six months.
- 12.10 If the Client does not comply with a request to provide financial security, Qaleido may disconnect the Client without further notice and maintain the disconnection until the Client has met all his/her obligations. This disconnection does not release the Client from his/her (payment) obligations arising from the Contract.

Article 13 – Security & Personal Details

- 13.1 The personal details provided by the Client to Qaleido will be recorded in Qaleido's client records. These personal details will only be used for the performance of the Contract and these General Conditions, including measures to improve the services to the Client, the handling of complaints and for administrative purposes.
- 13.2 Qaleido may process the details specified in the first paragraph for other purposes, so long as these coincide with the contents of Qaleido's Privacy Statement and current legislation dealing with privacy, particularly the Personal Data Protection Act. Personal details will not under any circumstances be transmitted to third parties for commercial purposes unless this is done with the Client's agreement.
- 13.3 If desired, the Client may inspect his/her (personal) details as collected by Qaleido and have them corrected. The Client is entitled to ask Qaleido to remove or to hide relevant (personal) details of the Client. Qaleido will decide on this request within 4 (four) weeks, after considering the interest involved on the part of Qaleido and the privacy interest of the Client and, in the event of a decision to hide or remove details, will inform the Client to what extent this may cause the Client's use of the Service to be limited or interfered with. The (personal) details will not be used for other purposes or provided to third parties without advance notification to the Client or, to the extent that this is required on the basis of the relevant legislation on protection of (personal) details, the Client's permission, unless there is a statutory obligation to provide (personal) details. Qaleido is obliged to lend its cooperation to wiretapping on the instructions of the authorities legally entitled to do so.
- 13.4 Qaleido commits itself to make efforts to secure the Service in such a way that the Client's personal details are protected as far as possible against loss or any form of unlawful processing.
- 13.5 If the Client observes or suspects that third parties have improperly gained access to the Service, for example by using his/her Access Code, he/she must report this to Qaleido immediately, both by telephone (to the Service Desk) and in writing.

- 13.6 The Client is responsible for adequate protection of his/her infrastructure, peripheral equipment and Access Code.
- 13.7 If the Client has questions and/or remarks relating to the processing by Qaleido of his/her (personal) details, the Client can apply to Qaleido in writing, for the attention of the Service Desk.

Article 14 – Complaints

- 14.1 Qaleido must be notified of all complaints about defects or faults or invoices within a maximum of five working days after the defects or faults have been discovered or after they could have been discovered, but at the most three months after the start or the delivery of the Service or Product, in writing and stating reasons. After expiry of this period, the Client is deemed to have approved the Service performed (or the product supplied) or the invoice or invoices. Each and every claim by the Client against Qaleido in this regard lapses after that time.
- 14.2 After Qaleido has received a complaint in accordance with the preceding paragraph, Qaleido will conduct an investigation into the validity of the complaint. The Client must allow Qaleido, its employees or third parties acting on its behalf to investigate the Service in question. On the basis of this investigation, Qaleido will decide whether the complaint is well-founded.
- 14.3 A complaint never entitles the Client to suspend payment, claim compensation, terminate the Contract or cause it to be terminated, or to invoke set-off with regard to any monetary claim.

Article 15 – Liability

- 15.1 Qaleido is liable to the Client for damage, insofar as this is specified by the law, in the case of a culpable failure.
- 15.2 Qaleido's liability for the provision of information services does not extend beyond the limits set out in Article 6:196c, Dutch Civil Code.
- 15.3 Qaleido is only liable to the Client up to a maximum of twice the annual subscription due by the Client to Qaleido for the Service(s) in question. Qaleido's liability to one and the same Client in any one year is limited to a maximum of four times the annual subscription due by the Client to Qaleido for the Service(s) in question.
- 15.4 There is a lower threshold of 10 euros applicable to the Client for compensation, provided that the threshold amount will be paid if it is exceeded.
- 15.5 Qaleido is not liable for damage resulting from the loss of information because the Service has not been received by the Client, nor for damage caused by information transported via the network. Qaleido is not liable for damage associated with or resulting from interruptions to or blocks on access to the Service or the internet, via Qaleido or third parties, defects in the

security of information stored by the Client using Qaleido's Services, actions by other Clients or internet users, changes to dial-up numbers, registration or log-in procedures, account or email address.

- 15.6 The Client is liable to Qaleido for all damage and costs caused by or associated with any (culpable) failure and/or unlawful act on the part of the Client. Such damage includes damage resulting from destruction, loss, theft or damage to facilities as well as damage resulting from harming the good reputation of Qaleido or its employees. Damage also includes wear caused by inexpert use or careless handling of the facilities by the Client.
- 15.7 The Client indemnifies Qaleido against and the Client will compensate Qaleido for all claims by third parties in relation to damage (direct or indirect, under any description whatsoever, and therefore including damage related to product liability) arising from any cause whatsoever, affecting the third party or parties concerned, connected with or arising from the Client's use of the Service or caused by the Client's property, software, applications and data.
- 15.8 Qaleido is not liable for the contents of the information and/or content made available by the Client through the Service. The Client indemnifies Qaleido against claims by third parties in this regard.
- 15.9 The Client will always bear the risk and financial responsibility for the consequences of failure to perform on the part of Qaleido vis-à-vis third parties, caused by or due to conduct of the Client.

Article 16 – Force majeure

- 16.1 A failure in the provision of services by Qaleido cannot be attributed to it if it is not the fault of Qaleido or if Qaleido is not accountable for it in terms of the law, legal practice or accepted standards (force majeure). In cases of force majeure, Qaleido's obligation to fulfil the terms of the Contract will lapse. Qaleido is not due to pay any compensation in such cases. The suspension will continue for as long as the force majeure situation continues. Qaleido is obliged to refund to the Client a proportion of his/her subscription coinciding with the duration of the disruption, unless it would be unreasonable to demand this of Qaleido, given the duration and the circumstances.
- 16.2 Force majeure is taken to include (but is not limited to) (i) force majeure affecting suppliers, (ii) failure by suppliers to properly perform obligations, (iii) defective items, equipment, software or materials, (iv) government measures, (v) power failures, (vi) breakdowns of the internet, computer network or telecommunications facilities, (vii) war, (viii) incomplete staffing, strike, and (ix) transport problems.

Article 17 – Duration and termination

- 17.1 A Contract is concluded for an indefinite period, unless otherwise agreed in writing. The activation of the Service takes effect upon its activation by the Client.

- 17.2 If the Service is not used for three months, a free Contract can be concluded by Qaleido, without further notice being given by Qaleido.
- 17.3 Contracts concluded for an indefinite period can be terminated by either party, subject to a period of one month's notice. The notice period starts on the date of termination. The date of termination is the date of the receipt of the termination by Qaleido. Termination notice must be done as follows:
- a) in writing, but only by post or by fax, signed by one or more persons authorised to do so.
 - b) electronically, by filling out and send a ticket form with subject contract termination via the support page on my.qaleido.com.
- 17.4 A Contract concluded for a fixed period can be terminated by the Client at the end of the term of the Contract, either in writing or electronically, subject to a period of one month's notice. The notice period starts on the date of termination. The date of termination is the date of the receipt of the termination by Qaleido. Termination notice must be done as follows:
- a) in writing, but only by post or by fax, signed by one or more persons authorised to do so.
 - b) electronically, by filling out and send a ticket form with subject contract termination via the support page on my.qaleido.com.
- In case of failure to do so, the Contract will be automatically and implicitly extended for another year and can be terminated, subject to a period of one month's notice. In case of termination previously paid subscription fees will be refunded pro rata.
- If Qaleido does not wish to extend the Contract, it will notify the Client of this in writing. The Contract then ends at the end of the term of the Contract or one month after the notice.
- 17.5 Qaleido is authorised to terminate the Contract with immediate effect (out of court) and/or to block access to the Service in full or in part, temporarily or permanently, if the Client does not perform one or more of his/her obligations, or does not do so properly or fully, and is therefore in default.
- 17.6 Qaleido is authorised to terminate the Contract and other agreements with the Client with immediate effect, without any notice of default being required and without recourse to the court, if the Client applies for bankruptcy, if a bankruptcy petition is filed against the Client or if the Client is declared bankrupt, if attachment is levied against the Client, if the Client is placed under guardianship or under administration, if the Client has become eligible for debt rescheduling or has submitted a petition for debt adjustment to the court, or if the Client dies.
- 17.7 Notwithstanding Article 17.6 if any of the listed incidents occur or if it can be reasonably expected by Qaleido that the Customer will fail to fulfill the contract, Qaleido is authorised:
- (a) to demand that the Client make advance payment for current agreements and agreements yet to be concluded, or immediate payment upon delivery or execution, or to demand proper security for payment; and/or
 - (b) to suspend its obligations arising from any agreement with the Client or from these General Conditions, without prejudice to Qaleido's right to demand security for the payment at the same time or later;
 - (c) without recourse to the court, to terminate the agreement in question in full or in part with immediate effect, to the extent that the said agreement has not yet been executed;

(d) without recourse to the court, to terminate with immediate effect in full or in part all agreements concluded with the Client with regard to which the Client is not in default, to the extent that they have not yet been executed.

17.8 Qaleido will not owe any form of compensation to the Client for damage (allegedly) suffered by the Client as a result of this Contract or possible other contracts being terminated or set aside, irrespective of the ground on which it is/they are terminated or set aside.

17.9 Qaleido will notify the Contractor in writing or electronically of the receipt of the termination and the date the service is terminated.

Article 18 – Lapse of claims

18.1 All legal claims by the Client against Qaleido, including entitlements to compensation, will lapse one year after the claim and/or entitlement came into being.

Article 19 – Final provisions

19.1 Employees of Qaleido cannot bind Qaleido if the arrangements made are not confirmed in writing by the representative(s) of Qaleido who are authorised to do so.

19.2 The Client may not transfer any rights or obligations pursuant to these General Conditions or the Contract without the prior permission of Qaleido.

19.3 If a provision in these General Conditions or in the Contract should prove to be invalid or voidable, this will not detract from the validity of the other provisions in the General Conditions or the Contract. The Parties will determine a new substitute provision or provisions which, as far as is possible by law, formulate(s) the intent of the original provision. If the parties do not jointly find a solution, the court before which the dispute is pending or to which it can be submitted has authority to convert the provision into a provision which, as far as is possible at law, formulates the intent of the original agreement.

19.4 The Client is obliged to inform Qaleido immediately in writing of any intended change of address, stating the date on which the change will take effect. In the event that Qaleido has to consult the Client, Qaleido may continue to regard the address given by the Client as such until Qaleido has been notified in writing of a new address. Qaleido may approach the client via the email address of the Client known to Qaleido. If the Client wishes communication to take place via a different email address, the Client must notify Qaleido of this in writing.

19.5 In the event of a petition for bankruptcy or moratorium on payments, or a definitive bankruptcy, moratorium on payments or debt rescheduling affecting the Client, he/she will immediately inform Qaleido of this in writing.

19.6 Relations between the Client and Qaleido are governed exclusively by Dutch law. All disputes between the Client and Qaleido in respect of any Contract and/or General Conditions or related thereto will be submitted exclusively to the competent court in Zwolle-Lelystad.

19.7 The applicability of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") is explicitly excluded.

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Qaleido International BV
Post-office box 127
8250 AC Dronten

Phone: + 31 321 701 777
Fax: +31 851 030 010
www.qaleido.com
E-mail: info@qaleido.com