

Terms and Conditions of HostHub B.V.

1. Applicability & Scope

1. These Terms and Conditions apply to the use of our HostHub Software and Services by you, your customers, and the Users.
2. By creating an account on the HostHub platform or using our HostHub Software and Services, you, your customers, and the Users accept our Terms and Conditions, Privacy Statement, and Access Terms. This applies to demos, free trial accounts, Services, and all subscriptions to our HostHub Software.
3. Our Terms and Conditions apply immediately to all our Offers and quotations and form an integral part of every offer. Deviations from these Terms and Conditions are only valid in writing and with prior consent from both parties.
4. If the HostHub Software uses services and software from third parties, in addition to the HostHub Terms and Conditions, the standard (license) terms of those third parties also apply. HostHub is not responsible for the services of these third parties. We expect you to accept the relevant standard (license) terms of these third parties. Upon request, we can provide you with these standard (license) terms.

2. Access & Use of the HostHub Software

1. We grant you and the Users access to the HostHub Software as long as there are no payment arrears and you and the Users comply with these Terms and our Access Terms. HostHub will make reasonable efforts to keep the HostHub Software available 24/7 and to provide access to stored Data in accordance with the Documentation, except during announced maintenance (downtime) and force majeure situations. We do not guarantee the availability of the HostHub Software. For specific subscriptions, we may provide a Service Level Agreement (SLA), which will be shared with you as part of the Offer.

3. Updates & Support & Availability

1. Our support and service team is ready to assist you with any questions or issues related to the use of the HostHub Software or Services. The functionality of the HostHub Software is described in the Documentation. Any additional features we develop for you via our Services are documented in the binding Offer.
2. We support the latest versions of the following browsers: Firefox, Chrome, and Safari.
3. In the case of planned downtime or force majeure situations that result in temporary unavailability of the HostHub Software (e.g., outages, maintenance, modifications, or upgrades), we will notify you five days in advance. In the case of force majeure, we strive to make the HostHub Software available again as soon as possible (see Article 14 on force majeure).
4. We aim to maximize the availability of the HostHub Software during Dutch business hours. If a specific SLA has been agreed upon in the Offer, the agreed availability will be stated therein.
5. HostHub is not obliged to provide backups of Data to you or the User, except in cases of significant data loss for which HostHub has backups. HostHub will determine whether the data loss is considered significant. HostHub may charge a fee for providing a Data backup.

6. We regularly release updates to fix known bugs and implement minor improvements to the performance of the HostHub Software.
7. We also periodically release new versions of the HostHub Software to introduce new functionality. For major updates and new versions, the Documentation is updated. If an update, modification, or new version introduces significant changes to functionality, we aim to inform you in advance. If you choose not to install our updates or new versions for any reason, we are not liable for any errors or limitations in your access to or use of the HostHub Software resulting from this. HostHub is not obligated to maintain, modify, or add specific features or functionalities for you.

4. Duration – Termination – Cancellation

1. Unless your account or access to the HostHub Software is terminated by us in accordance with these Terms and Conditions, you will have access to the HostHub Software during the subscription period and for the duration you selected. After this period, access or the account will be automatically renewed for the same duration as the original subscription.
2. If you do not wish your subscription—and thereby access to your HostHub account—to be renewed, you must cancel the HostHub subscription yourself via the following email: info@hosthub.ai. Once the cancellation form is submitted, your termination will be officially recorded, and you will receive confirmation within 3 business days. The agreement will then end on the final date of the term. Cancellations submitted via other channels cannot be processed due to privacy reasons. If your account or access has already been renewed for an indefinite period, your cancellation will take effect if received before the next renewal date.
3. If you have subscribed for a specific period of access to the HostHub Software and Services, early termination is not possible.
4. If you have received an Offer from us that includes access to and use of the HostHub Software and the provision of Services, the duration of your access and usage will be specified in that Offer. This offer remains valid for 30 days from the date of the Offer.
5. We reserve the right to unilaterally terminate your subscription without notice if we believe the collaboration no longer meets our expectations. In such cases, HostHub will notify you in writing and seek a resolution through mutual discussion.

5. Information Provided by You

1. To provide a suitable Offer, we require accurate and complete information from you. At a minimum, send us an email indicating the number of Users with whom you plan to use the HostHub Software. Changes made afterward may affect our offer.
2. If an obvious error is made in the Offer, we are not bound by it. We appreciate your understanding in such situations.

6. Free Trial Period / Demos / Subscriptions / Updates

1. When creating your account, you select from the various subscription plans available at that time for access to and use of the HostHub Software. You indicate the number of conversations you want access to. The prices are listed on our website or in a custom Offer prepared for you.

2. With a trial account/subscription, you can use the HostHub Software, but please always refer to our Documentation for the available features and applicable conditions. These Terms and Conditions also apply to demos and use of the trial account.

7. Payment Terms

1. The fee for HostHub is calculated based on a fixed annual rate, with variable costs depending on the number of conversations you use.
2. All prices are in Euros and exclude VAT unless stated otherwise. Payments must be made without deduction, setoff, or suspension due to alleged or actual shortcomings.
3. We reserve the right to increase all agreed prices annually on January 1st by a maximum of 5%. We are not obligated to offer you the opportunity to cancel in advance.
4. If our standard credit check indicates you pose a higher risk profile for HostHub, we will notify you in writing and may require (full) prepayment of the agreed fee.
5. Invoicing is done electronically. This means we send digital invoices and process them automatically. You are responsible for ensuring that your bank details, including account number and account name, are correct.
6. Unless otherwise agreed in the Offer, payment for your account and use is made in advance via direct debit. Payment must be completed within the term specified in the Offer, but no later than 14 days. HostHub reserves the right to charge administrative fees per transaction for alternative payment methods.
7. By providing your payment details and confirming the direct debit, you authorize (a) HostHub B.V. and Mollie, our payment service provider, to send instructions to your bank to debit your account, and (b) your bank to debit your account according to these instructions. The instructions sent by HostHub B.V. and Mollie comply with HostHub's payment terms as outlined in these Terms and Conditions.
8. If a direct debit fails, you will automatically be notified. In such cases, HostHub will attempt to collect the due amount again via direct debit. If two or more attempts to collect payment fail within the Offer period or subscription term, you will receive an invoice requesting payment via bank transfer within 14 days of the invoice date. In addition to the outstanding amount, a €25 (excl. VAT) administrative fee will be charged.
9. If you fail to pay within the term specified in article 7.6 or 7.7, you will automatically be in default. We may then charge statutory interest for commercial transactions, starting from the invoice due date until full payment is received.
10. If you fail to meet your obligations on time, correctly, or at all, we reserve the right to charge reasonable costs, including extrajudicial collection costs. These costs are a minimum of 15% of the invoice amount, with a minimum charge of €100.
11. Complaints or comments about invoices must be submitted by email to info@hosthub.ai within 7 calendar days of the invoice date. After this period, it is assumed you have accepted the invoice. Submitting a complaint does not affect your payment obligation for the undisputed portion of the invoice.

8. Confidential Information

1. "Confidential Information" refers to all information provided by one party to the other, either verbally or in writing, for the purpose of preparing or executing the Offer or Services. This includes, but is not

limited to, financial, commercial, and technical information, analyses, customer lists, trade secrets, and other business information. The receiving party shall treat this information confidentially, not share it with third parties, and use it solely for the execution of the Offer or Services. Both parties shall impose the same confidentiality obligations on their staff and third parties involved in fulfilling contractual obligations.

9. Intellectual Property Rights

1. All intellectual property rights related to the HostHub Software, HostHub's Confidential Information, software, analyses, designs, documentation, advice, reports, Offers, and derivative materials from Services are the exclusive property of HostHub or its licensors.
2. You are granted a non-exclusive, non-transferable right to use the HostHub Software in accordance with these Terms and Conditions. This right explicitly does not include access to the source code of the HostHub Software.
3. You retain ownership of your Data, including any intellectual property rights therein.
4. You may not remove or alter any intellectual property notices in the materials, including confidentiality labels.
5. HostHub may implement technical measures to protect the materials. You are not allowed to remove or bypass these protections.
6. Use, reproduction, or disclosure of the materials beyond the scope of these Terms and Conditions constitutes an infringement of our intellectual property rights. In such cases, you shall owe HostHub an immediately payable penalty of €10,000 per infringement, plus €500 for each day the violation continues. HostHub also reserves the right to claim actual damages or take legal action to end the infringement.

10. Privacy

1. Privacy is very important to us. Our Privacy Statement outlines how HostHub handles personal data. We are only responsible for the personal data we process from website visitors and personal data processed during your use of the HostHub Software. You are solely responsible for the processing of personal data of your customers and Users, and must inform them in accordance with applicable privacy laws.
2. Our website uses cookies and other tracking technologies, as described in our Cookie Statement.
3. Please note that third parties referred to in Article 1.4 may also process personal data. You are responsible for investigating such processing activities. We are not liable for personal data processing by these third parties.
4. Our standard data processing agreement can be found [here] or in the website footer under "Terms". By accepting these Terms and Conditions (see Article 1.2), you also accept the data processing agreement.

11. Service Execution by WM and Non-WM Services

1. We strive to perform our Services and the Offer to the best of our ability and to ensure your satisfaction.
2. Unless explicitly agreed otherwise in the Offer, all of our agreements are best-effort obligations. Obligations to achieve specific results only apply if clearly and specifically described in writing.

3. We reserve the right to engage third parties for the execution of our Services and for providing access to the HostHub Software.
4. If we are required to perform activities outside the scope of the Offer at your request or with your approval, we will charge you for the hours and costs incurred. However, we are not obliged to comply with such requests.
5. If additional work becomes necessary during the execution of the Offer beyond the agreed scope, this does not give you the right to terminate or dissolve the Offer.
6. The delivery deadlines for results from HostHub Services stated in the Offer are not binding.

12. Warranties

1. We warrant that we are the owner of the HostHub Software or have valid permission from our suppliers and licensors to grant Users access to and use of the HostHub Software.
2. The HostHub Software does not contain viruses, backdoors, logic bombs, or other malicious elements.
3. Although we have developed the HostHub Software with care, we cannot guarantee that it will always be available or function without interruptions, errors, or defects, nor that the information provided is always complete, correct, and/or up to date. A description of what to expect from the HostHub Software can be found in our Documentation. Only if a Service Level Agreement (SLA) has been agreed upon in the Offer, do you have rights to the availability as stated in that SLA.
4. If you are dissatisfied with the quality of the Services, we ask you to notify us in writing as soon as possible, specifying exactly what went wrong. If we agree with your assessment, our sole obligation will be to provide the defective part of the Services again, free of charge.

13. Indemnification

1. HostHub does not own the Data or information/material transmitted or used by you or your Users via the HostHub Software. You and your Users are solely responsible for the Data, including its accuracy, quality, integrity, legality, reliability, suitability, and any potential infringement of third-party intellectual property rights.
2. If you receive a legal claim from a third party alleging that the HostHub Software infringes on that party's intellectual property rights, we will indemnify you against such a claim. We expect you to inform HostHub immediately in writing about the existence and content of the claim and to fully delegate the handling of the matter to HostHub. We also expect you to provide the necessary authorizations, information, and cooperation to defend against this claim.
3. The indemnity obligation lapses if the alleged infringement is related to:
 - a. Data, information, or materials that you provided for the execution of an Offer, or
 - b. Modifications that you or a third party made to the HostHub Software without our written permission.

14. Force Majeure

1. A force majeure situation may impact the availability of the HostHub Software and Services (see Article 3). Therefore, we cannot guarantee uptime during force majeure, even under an SLA. If a force majeure event occurs, HostHub may suspend its obligations for as long as the situation lasts. Force majeure does not suspend your obligations.

2. Force majeure is any circumstance beyond HostHub's control that temporarily or permanently prevents fulfillment of the Offer or access to your account or the HostHub Software, and which cannot reasonably be attributed to HostHub by law or accepted business practice. Examples include: failures or outages in internet or telecommunication infrastructure, synflood, network attacks, DoS or DDoS attacks, power outages, civil unrest, mobilization, war, transportation blockages, strikes, lockouts, business interruptions, supply chain delays, fire, GPT outages or other malfunctions, flooding, import/export restrictions, and force majeure on the part of third parties used by HostHub (e.g., hosting providers), making it unreasonable to expect HostHub to perform.
3. HostHub will do its best to inform you as soon as reasonably possible about a force majeure situation.
4. If we have already fulfilled part of our obligations under the Offer, we may invoice you for that portion. We will act reasonably in doing so. If the force majeure situation lasts longer than 3 (three) months, either party may terminate the agreement without observing a notice period.

15. Limitation of Liability

1. We are never liable for damages, except where our HostHub Software or Services have directly caused you actual, direct damage.
2. Direct damage refers only to material damage that is the direct result of an attributable failure or unlawful act on our part. This includes:
 - a. Reasonable costs incurred to determine the cause and extent of the direct damage;
 - b. Reasonable costs incurred to remedy the failure to meet contractual obligations, unless the failure is not attributable to us;
 - c. Reasonable costs incurred to prevent or limit damage, provided that you can prove that these costs actually mitigated the damage.
3. If we are found liable for damages, our liability is limited to the amount covered by our liability insurance, plus HostHub's deductible amount.
4. If the insurer does not pay out or if the damage is not covered, our liability is limited to a maximum of 50% of the invoice value of the specific part of the Offer to which the liability relates.
5. We are never liable for indirect damages (such as loss of business, lost profits, lost business data, consequential damages, or missed savings).
6. If the damage is due to intent or gross negligence on our part, the above financial limitations do not apply.
7. The parties exclude liability for the following situations that may cause damage:
 - a. The receiving party received incorrect or incomplete information from the providing party and based its performance on that;
 - b. Force majeure;
 - c. HostHub Software being temporarily unavailable;
 - d. Integrations of HostHub Software with third-party apps or APIs no longer functioning due to changes made by those third parties;
 - e. Modifications to the HostHub Software made by third parties other than HostHub.
8. If you want to hold us liable for failure to meet the Offer terms, you must first issue a written notice of default, giving us a reasonable period to fulfill our obligations. Any liability claim must be submitted within 12 months after the event that caused the alleged damage or breach occurred.

16. Termination

1. HostHub reserves the right to terminate the subscription without notice and without being liable for any compensation if:
 - a. you are in default; or
 - b. you are declared bankrupt, granted suspension of payment, are subject to a statutory debt restructuring scheme, or if any of these proceedings are initiated; or
 - c. the Privacy Statement or the Terms of Use are not adhered to by you or your Users.
2. In the event of termination, you are still required to fulfill your (payment) obligations under your subscription or the Offer. HostHub is also entitled to claim from you the following: damages, costs, and (lost) interest resulting from your attributable breach, termination fees, and the income lost by HostHub.

17. Changes to the Terms and Conditions

1. HostHub reserves the right to modify these Terms and Conditions and publish a new version.
2. Changes also apply to previously accepted Offers. We observe a notice period of thirty (30) days starting from the moment the updated Terms and Conditions are announced on HostHub's website or you receive a notification by email.
3. If you do not wish to accept a change to the Terms and Conditions, you may terminate the Offer or your account and access before the effective date of the new Terms and Conditions.

18. Final Provisions

1. Changes in the direct or indirect control of HostHub, its name, or legal structure are not grounds for termination or dissolution.
2. All legal relationships between us to which these Terms and Conditions apply are governed exclusively by Dutch law.
3. The court in the District of South Netherlands, Limburg location, has exclusive jurisdiction over any dispute between the parties regarding the formation or interpretation of the Offer or agreement.

19. Definitions

Terms and Conditions: This document, together with the associated Privacy Statement and Access Terms.

Services: The development of custom software, creation of custom chatbots, design of (chatbot) avatars, and the implementation of third-party software.

Documentation: A description of the functionalities of the HostHub Software, available at:

<https://www.hosthub.ai/over-ons>

User: Any natural person using the HostHub Software.

Data: Non-personal data used or stored through the HostHub Software.

You: The business entity acting in the course of trade or profession, the customer of HostHub, who wishes to use the HostHub Software to manage customer contact.

Offer: Our proposal to you, signed by both parties as a legally binding agreement.

Personal Data: All information relating to an identified or identifiable natural person.

HostHub Software: Our uniquely developed software that offers solutions for customer service, sales, and marketing by centralizing and automating customer contact, with regular updates and versions to optimize quality and user experience, hosted on our own servers.

HostHub: That's us, HostHub B.V., located at Roermondseweg 11 A, 6004AN Weert, registered with the

Dutch Chamber of Commerce under number 92638201, Netherlands.

Terms and Conditions version: December 1, 2023

Access Terms

These Access Terms form an integral part of HostHub's Terms and Conditions.

You are responsible for all activity carried out under your (user) account and must comply with applicable laws, regulations, and our Terms and Conditions.

If there is unauthorized use of a password or account, or if you suspect a security breach in the HostHub Software, you are required to notify us immediately in writing.

You may not impersonate another user of the HostHub Software or provide false identity information to us.

It is not allowed to improperly, incorrectly, or unlawfully alter, adapt, or redirect access to or use of the HostHub Software, or to cause harm, interference, or degradation to the HostHub Software (or its connected network) in any way.

You may not use the HostHub Software or transmit Data via the HostHub Software:

- to violate or encourage others to violate the legal rights of others (e.g., inciting Users to infringe or misuse others' intellectual property rights);
- to carry out, promote, or encourage illegal activities;
- to distribute erotic, pornographic, and/or offensive content;
- for any unlawful, infringing, defamatory, or fraudulent purpose (e.g., phishing, pyramid schemes, or website mirroring);
- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, spyware, or other malicious or deceptive items;
- to disable, disrupt, or circumvent any aspect of the HostHub Software;
- to generate, distribute, publish, or facilitate unsolicited mass emails, promotions, advertisements, or other solicitations ("spam"), including through (deep) links or similar techniques pointing to the HostHub Software.

If, in our opinion, there is a threat to the operation of the HostHub Software, HostHub's network, or third parties—especially through excessive data transmission, poorly secured systems, or the activities of viruses, Trojans, and similar software—we reserve the right to take all measures we reasonably deem necessary to avert or prevent this threat. This includes deleting your account and Data without any obligation to refund or compensate you. HostHub is not liable for any damage resulting from such deletion.