

SuperYacht Times iQ Subscription Terms and Conditions

These terms and conditions ("**Terms and Conditions**") form the legal agreement between you ("**Customer**") and SuperYacht Times B.V. ("**Supplier**") in respect of your access to and use of the SuperYacht Times iQ Subscription ("**SuperYacht iQ**"). SuperYacht iQ is a paid subscription to extra functionality, data and features on the SuperYacht Times Media Platform, giving access to Suppliers' extended superyacht market intelligence website, providing yacht professionals and owners with access to certain data and the use of certain functionalities/services (in these Terms and Conditions together referred to as the "**iQ Subscription**").

The SuperYacht Times Media Platform is Supplier's entire (online & offline) publication platform accessible via the SuperYacht Times websites, mobile apps, printed publications, social media and other channels, offering various free and paid subscription levels. The 'SuperYacht Times iQ Subscription' ('iQ Subscription') is the most premium subscription tier of the SuperYacht Times Media Platform, providing extended access to market intelligence, yacht data, and functionality.

By accessing and/or otherwise using the iQ Subscription and or the data, media or functionalities therein, the Customer agrees to be bound by these Terms and Conditions.

1 Definitions

Agreement	means the agreement between the Customer and Supplier consisting of these Terms and Conditions (including its Schedules) and the Order.
Customer	the entity or person that has placed an Order with Supplier for access and use of the iQ Subscription.
Data	any and all information, content, media and data made available through and processed by using the iQ Subscription. Data can be made available or passed through the iQ Subscription by Supplier, and Customer can also upload certain Data into the iQ Subscription. To the extent the Data uploaded by Customer and being processed by Supplier qualifies as Personal Data, the Data Processing Agreement applies.
Data Processing Agreement ("DPA")	the DPA as included in Schedule 2.
Documentation	the online manuals for the use of the iQ Subscription as published by the Supplier which documentation may be amended by Supplier from time to time.
Effective Date	the date of execution or acceptance of the Order, or the date on which the iQ Subscription is accessed or used for the first time by Customer, whichever is earlier.
GDPR	European Union General Data Protection Regulation (Regulation (EU) 2016/679).

IP-Rights	any industrial and/or intellectual property rights, including but not limited to patent rights, copyrights, design rights, trade mark rights, sui generis rights in databases, whether registered or not, as well as any application to register any of the aforementioned rights, and (rights in) trade secrets, or know-how and any other ownership rights of whatever nature in any part of the world.
Order	the document (which can be an email and/or webform) that confirms the offer made to Customer and accepted by Customer for the use of and access to the iQ Subscription. The Order contains the details of the subscription plan of the Customer.
Parties	the Customer and Supplier jointly.
Personal Data	any information that qualifies as personal data under the GDPR.
iQ Subscription	Supplier's most premium subscription level to its Media Platform, accessible via a SaaS solution (online website and/or mobile app) made available under the names 'SuperYacht iQ' and/or 'SuperYacht Times iQ'. The full definition of iQ Subscription includes but is not limited to all (underlying) technology and software programs, database structure, documentation, source codes, object codes, variations, memory maps, algorithms, plans, charts, graphs and other materials now or hereafter relating to or incorporated therein together with all future revisions to or updates thereof and all technical and operating manuals and any other documentation (including Documentation) relating to it.
Schedule	an exhibit to the Terms and Conditions and/or the Order.
Subscription Fee	the fee to be paid by the Customer to Supplier for the iQ Subscription.
User	a natural person authorized by Customer to access and use the iQ Subscription.

2 Applicability

- 2.1 These Terms and Conditions apply the use of the iQ Subscription and any ancillary services, provided by Supplier.
- 2.2 The Agreement between the Parties enters into force on the Effective Date.
- 2.3 The Customer shall establish that all Users shall comply with these Terms and Conditions and the Customer shall be responsible for the acts and omissions of any User. The Customer shall indemnify, defend, and hold harmless Supplier from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorized use of the iQ Subscription by or caused by the User(s).
- 2.4 The Customer's own terms and conditions (if any) are explicitly rejected by the Supplier.
- 2.5 In case of an irreconcilable conflict among the provisions of the Order, the Terms and Conditions, the following order of precedence applies:

- the Order;
- the Terms and Conditions.

3 Subscriptions

- 3.1 The Customer needs to create an account in order to use the iQ Subscription and place an Order for the number of subscriptions the Customer wishes to obtain. Any registration information that Customer provides must be accurate, current and complete. Customer must keep its credentials secret and up-to-date to receive notices, statements and other information from Supplier by email or through its account. Customer is at all times responsible for all actions taken through its account, whether by Users or by others.
- 3.2 Customer may appoint Users who will obtain access to the iQ Subscription. For each User, the Customer has to obtain a separate subscription. Each subscription allows access for one User only, the Customer is responsible for selecting a sufficient number of subscriptions through the Order. Customer can add subscriptions at any time by submitting a new Order to Supplier.
- 3.3 The use of the iQ Subscription by the Users is personal. Therefore, the Users may not give any other person or User remote or other access to iQ Subscription. The login and password made available to the User are also personal. The Customer and each User must keep these codes strictly confidential and/or use these codes with due care. The use of said codes shall be solely the responsibility of and the risk the Customer.

4 iQ Subscription

- 4.1 Supplier represents, warrants and covenants to Customer, during the term of the Agreement that the iQ Subscription will be maintained and supported using personnel of required skill, experience and qualifications in accordance with generally recognized industry standards for similar services and Supplier will devote adequate resources to meet its obligations under this Agreement.
- 4.2 The iQ Subscription is made available on an "as is / as available" basis. Supplier's obligation to provide the iQ Subscription is a reasonable efforts obligation ("*inspanningsverplichting*") and not to an obligation of result ("*resultaatsverplichting*"). Except for the express warranties set forth in this Agreement, Supplier hereby disclaims all warranties, whether express, implied, statutory or other, and Supplier specifically disclaims all implied warranties of fitness for a particular purpose and all warranties arising from course of dealing, usage or trade practice. Without limiting the foregoing, Supplier makes no warranty of any kind that the iQ Subscription or Documentation, or any products or results of the use thereof are compatible or work with any software, system or other services except if and to the extent expressly set forth in the Documentation.
- 4.3 Supplier does not warrant or guarantee that the iQ Subscription will be uninterrupted, virus-free or error-free, nor that Supplier shall correct all errors. Supplier shall not be liable for unauthorized alternation, theft, or destruction of Customer's or any user's Data, files, or programs. Supplier does not warrant the interoperability with any (third party) software, hardware or infrastructure which Customer may have in place.
- 4.4 Through the iQ Subscription, Supplier provides access to a variety of Data, including but not limited to photographs, videos, pricing history and other media or data, which is provided for editorial, informational and promotional purposes. While Supplier aims to offer accurate and comprehensive information, the availability, scope, and completeness of the Data is at the sole discretion of Supplier and Supplier cannot be held liable in this respect. Supplier reserves the right to add, modify, limit or remove

any Data at any time, without notice or liability. Customer acknowledges and agrees that the inclusion of information about one yacht, does not guarantee the availability of similar information for other yachts, and that any Data may be updated or removed at the Supplier's discretion. Supplier makes no commitment or guarantee to maintain any particular Data on the iQ Subscription, and shall not be held liable for any loss, inconvenience, or claim from the absence, removal or modification of any Data.

- 4.5 Supplier has no obligation to maintain backups of any Data uploaded into the iQ Subscription by Customer and/or any other information or Data stored on or made available through the iQ Subscription.
- 4.6 Customer acknowledges, accepts and agrees that Supplier may from time to time in its sole discretion engage third parties in providing the iQ Subscription, (each, a **"Subcontractor"**). To the extent Subcontractors process Personal Data, the relevant provisions in the DPA apply.
- 4.7 The Customer acknowledges that the Supplier will endeavour to innovate and improve the iQ Subscription. Therefore, the Customer agrees to changes within the iQ Subscription that are made at the Supplier's discretion (whether this is for purpose of improving or updating the iQ Subscription, resolving Errors or otherwise).
- 4.8 The Supplier reserves the right at any time to perform procedural and technical changes or improvements to the iQ Subscriptions.

5 Customer's responsibility

- 5.1 The Customer is responsible for the correct and lawful processing of all Data the Customer uploads into the iQ Subscription. Customer shall ensure that such Data is correct, complete and up-to-date. The Customer agrees and understands that any inadequate, incorrect or incomplete Data may negatively impact the iQ Subscription and the output the Customer may obtain by using the iQ Subscription.
- 5.2 Customer warrants it has sufficient rights to the Data (explicitly including content such as, but not limited to, photos, images, logos, designs et cetera) it uploads into the iQ Subscription. The Customer's rights to such Data should in any event be sufficient (i) to allow the use of such Data within the current and future functionality of the iQ Subscription. The Customer herewith grants Supplier the right, including the right to sublicense such right, to use all Data the Customer uploads in relation to the iQ Subscription and all of its functionalities (including the functionality of creating brochures, or having other users creating brochures). Customer indemnifies Supplier and shall hold Supplier harmless against any and all damages and/or cost relating to third party claims in this respect.
- 5.3 The Customer is solely responsible for the use it makes of the iQ Subscription and for the use of any Data, information and deliverables (such as brochures, reports) obtained through the use of the iQ Subscription. To avoid misunderstanding: Customer understands, accepts, and agrees that the Data, information and deliverables provided through the iQ Subscription may be incorrect, incomplete, and/or inaccurate.

6 Acceptable Use

- 6.1 The Customer shall not use the iQ Subscription in such a way that:
 - (a) is prohibited by law;

- (b) in any way violates the rights of others;
- (c) tries to gain unauthorized access to, or disrupt, the iQ Subscription or any other service, device, data, account, or network;
- (d) distributes harmful code or any form of spam;
- (e) could harm the iQ Subscription, Supplier, or others, or otherwise impair the iQ Subscription or anyone else's use of it.

6.2 The Customer may not:

- (a) resell or redistribute the iQ Subscription or any Data, content, information or deliverables obtained from the iQ Subscription;
- (b) access the iQ Subscription in order to build a competitive product or service;
- (c) perform significant load or security testing;
- (d) (permit anyone to) copy or republish the iQ Subscription;
- (e) make the iQ Subscription available to any other person than Users within the company of the Customer;
- (f) modify or create derivative works based upon the iQ Subscription;
- (g) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the iQ Subscription or in the Data, information, content and deliverables obtained from the iQ Subscription.

6.3 Without limiting any of Supplier's other rights under this Agreement, an actual or suspected violation of the terms in Article 5.1 and/or 5.2 may result in suspension of the use of the iQ Subscription. Supplier will suspend the use of the iQ Subscription only to the extent and for the time period reasonably necessary to address said violation. Unless Supplier believes an immediate suspension is required, Supplier will provide reasonable notice before suspending the use of the iQ Subscription. Supplier may seek all reasonable legal remedies available to it if a violation of Article 5.1 and/or 5.2 occurs. Supplier shall not be liable to Customer or any third party for any liabilities, claims or expenses arising from or relating to any suspension of the iQ Subscription.

7 Fees, Billing, and Payments

7.1 The iQ Subscription is provided on a subscription basis on a per-User-basis for which payments are made in advance of each subscription term per User. Fees for the use of the iQ Subscription (subscription or license fees) are described in the Order. Fees for other services (including but not limited to installation, implementation, support, training) are charged separately and, where calculated in advance, described in the Order.

- 7.2 At the start of each subscription term, Supplier shall invoice and Customer shall pay Supplier the Subscription Fees as set out in the applicable Order in accordance with this Article 6. Fees shall be paid in euros except if indicated otherwise in the Order.
- 7.3 All Fees are exclusive of VAT (if applicable) or any other locally applicable equivalent sales taxes, which are payable by Customer at the rate and in the manner from time to time prescribed by law. Customer is responsible for paying all taxes associated with the use of the iQ Subscription. If Supplier has the legal obligation to pay or collect taxes for which Customer is responsible under this section, Supplier will invoice Customer and Customer will pay that amount to Supplier.
- 7.4 Customer will pay each undisputed invoice within thirty (30) days of receiving it. All orders, including all payment obligations thereunder, are non-cancellable and all payments made are non-refundable.
- 7.5 Customer will notify Supplier within thirty (30) days after receipt of the invoice if it considers (part of) the invoice to be incorrect. The notification will include an explanation of the reasons why Customer disputes the applicable invoice. If Customer disputes an invoice in good faith, it may withhold payment for the disputed sum. If the dispute relates to part of an invoice, Customer will pay the undisputed sum in accordance with this Article 6. Parties agree to discuss any such dispute in good faith within 10 (ten) days of Supplier's receipt of such notification.
- 7.6 If Customer fails to pay an undisputed invoice by the relevant due date and this failure continues for 14 (fourteen) days following written notice by Supplier of the overdue amount, then:
- (i) Supplier may suspend access to the iQ Subscription until all past due amounts have been paid, without incurring any liability to Supplier for claims, or expenses arising out of such suspension of the iQ Subscription resulting from non-payment;
 - (ii) Supplier may charge the commercial trade interest on the overdue amount without a reminder or notice of default being required;
 - (iii) interest will accrue on a daily basis from the due date until actual payment in full.
- This article 6.6 does not limit the other rights and remedies attributed to Supplier in this Agreement or under the applicable laws.
- 7.7 All (undisputed) amounts payable to Supplier under this Agreement will be paid by Customer to Supplier in full and without any setoff, deduction or withholding.
- 7.8 Supplier is entitled to make changes to the Subscription Fees from time to time. Per 1 January of each calendar year, Supplier shall have the right to increase its Subscription Fees in accordance with the 'Services Price Index' (in Dutch: DPI) as published by the CBS in the Netherlands) + a maximum of 3%. In the event that Supplier wishes to increase its Subscription Fees higher than 2% above the indexation rate, Supplier shall notify the Customer thereof at least three (3) months in advance. During this notice period, the Customer shall have the right to decide whether it wishes to continue the Agreement under the new Subscription Fees. If Customer does not want to accept the new Subscription Fees, the Customer may terminate this Agreement effective per the date on which the new Subscription Fees become applicable.
- 7.9 Customer is responsible for providing complete and accurate billing and contact information to Supplier and notifying Supplier of any changes to such information.

8 Intellectual Property

- 8.1 Each Party will retain ownership of all its IP-Rights, nothing in this Agreement is intended to create a transfer of IP-Rights from one Party to another. All IP-rights related to the iQ Subscription, and any and all Data, content and information Supplier makes available through the iQ Subscription and any deliverables that may be retrieved from the iQ Subscription by Customer will vest and will remain vested exclusively in Supplier and/or (insofar applicable) its third party suppliers. Customer has no right, license, or authorization with respect to any of the foregoing (including updates or modifications thereto), except as expressly set forth in this Agreement.
- 8.2 Subject to Customer paying the Subscription Fees, Supplier hereby grants the Customer a limited, personal, non-transferable, non-exclusive, non-sublicensable (except for Users) right to use the iQ Subscription for its own internal business purposes only. For the avoidance of doubt, the iQ Subscription contains a separate functionality making it possible to create a PDF document containing information concerning a specific yacht, which is considered an example of a deliverable Customer may obtain from the iQ Subscription. These PDF's may only be used for internal business purposes of the Customer and may not be copied, distributed, forwarded or published by Customer. Limited and reasonable distribution of a limited number of such PDF's to potential yacht buyers, shall be considered the internal business purposes of the Customer if the Customer can evidence that the ordinary business activities of Customer include the sale and purchase of yachts (including intermediary services in this respect). Subject to the foregoing, Supplier shall have no responsibility or liability in respect of any such PDF's generated and used by Customer, regardless of whether the content of the PDF's is obtained through the iQ Subscription or added separately by Customer.
- 8.3 All IP-rights in/relating to content and Data uploaded by Customer, remain vested in Customer, its User(s) and/or its licensors. By uploading content and/or Data into the iQ Subscription, the Customer automatically grants (on behalf of its User(s) and/or licensors) to Supplier a royalty free, unencumbered, worldwide, non-exclusive license to use, multiply and otherwise use such content and Data insofar as necessary in order to perform its obligations pursuant to the Order and/or these Terms and Conditions. Customer agrees that at no additional cost or discount:
- (a) Supplier is entitled to use Customer's trade name and trademarks for marketing purposes only;
 - (b) Supplier is entitled to use Customer's content and Data processed through the iQ Subscription anonymously for data analytics purposes, for instance in order to improve the performance and the constituent modules of the iQ Subscription.

9 Confidentiality and Security

- 9.1 Each Party (or one of its Affiliates) (the '**Disclosing Party**') may disclose or make available Confidential Information to the other Party (or one of its Affiliates) (the '**Receiving Party**'). '**Confidential Information**' means information in any form or medium (whether oral, written, electronic or other) disclosed, or made available, by a Party, or on behalf of a Party, to the other Party that is identified as confidential at time of disclosure or is disclosed, or made available, under circumstances that would reasonably indicate confidential treatment, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential".
- 9.2 Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records that:

- (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement;
- (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives non-compliance with this Agreement;
- (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality;
- (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3 The Receiving Party shall:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; and
- (b) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care: (i) with respect to trade secrets, for so long as such trade secrets qualify as trade secrets under the applicable laws and (ii) with respect to all other Confidential Information, for five (5) years from the date of receipt of such information

9.4 The Receiving Party may disclose Confidential Information of the other Party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the Receiving Party shall use reasonable efforts to promptly notify the other Party prior to such disclosure, and provides reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

9.5 Each Party, with respect to Confidential Information of the other Party, shall use (at least) the same degree of care it uses to prevent the disclosure of its own Confidential Information. Each Party shall promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information. Neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information and which are provided to the party hereunder.

10 Third Party Rights

10.1 If a third party objects to Customer's use of the iQ Subscription (excluding Subcontractors' products and/or services which form part of the iQ Subscription), or any Data and/or content made available by Supplier through the iQ Subscription based on the claim that the use thereof infringes a European copyright (hereinafter referred to as "**Infringement Claim**"), Supplier will, subject to the limitation of the liability cap below, defend Customer against that Infringement Claim and pay the costs, damages and legal fees that a court finally awards (up to the amount of the cap), provided that Customer promptly 1) notifies Supplier in writing of the Infringement Claim as soon as it becomes aware of such Infringement

Claim, 2) allows Supplier to fully control the defence and any related settlement negotiations, and 3) cooperates with Supplier in the defines and any related settlement negotiations by providing Supplier with appropriate information and assistance needed for such defence or settlement.

10.2 In the event of an Infringement Claim, Supplier shall be entitled to either: 1) obtain the continued right for Customer to use the iQ Subscription and/or relevant Data or content, 2) bring the infringement to an end by modifying the iQ Subscription, the relevant Data or content, or replacing parts of the iQ Subscription with other software which, essentially, possesses the same functions as the affected iQ Subscription, or 3) terminate the Order in whole or in part by written notice and pay to Customer a pro rate amount of the Subscription Fee actually paid by Customer for the remaining period (the period between the effective date of termination and the end of the then current subscription term) of the terminated part of the Agreement. The performance of Supplier' obligations under this Article shall be Supplier' total and aggregate liability and Supplier' entire obligation to Customer as a consequence of all and any Infringement Claims, and Customer shall have no other claims or remedies against Supplier as a result of such Infringement Claim.

10.3 The limited warranty stated in this Article is not applicable if the Infringement Claim has been caused (in whole or in part) by Customer (including Customer's Users), which includes use of Data or the iQ Subscription in breach of the Order and/or Terms and Conditions (abuse), breach of any laws applicable to the Customer, the use of the iQ Subscription and these Terms and Conditions, and any other event or claim which is not attributable to Supplier.

11 Limitation of Liability

11.1 A Party is liable for all claims, demands or actions in relation to the Agreement, whether for breach of contract, warranty, misrepresentation or in tort (including negligence) irrespective of the gravity of the fault, for damage caused by proven defaults attributable to it within the bounds of this Article 10. Supplier shall not be liable for any breach of its obligations under the Agreement if such breach results from:

- (a) the Customer's failure to comply with the provisions of the Agreement; and/or
- (b) any suspension of access to the iQ Subscription by Supplier in accordance with the terms of the Agreement; and/or
- (c) any Force Majeure Event, as described in Article 11.5 of this Agreement.

11.2 Each Party's liability will be limited to foreseeable, direct, and personal damages suffered. In no event shall a Party be liable for any consequential, indirect, incidental, special, punitive, loss of profits, business, business opportunities, reputation, data, turnover or revenue, loss of anticipated savings or wasted expenditure (including management time), loss, or liability under or in relation to any other contract, or loss of goodwill, in each case, however caused, under any theory of liability, including, without limitation, contract, tort, warranty, negligence or otherwise, even if such party has been advised as to the possibility of such damages, to the extent permitted by applicable laws.

11.3 Except as otherwise provided in Article 10.4, in no event will the aggregate liability of either Party under or in connection with this Agreement or its subject matter, including any orders, under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and otherwise,

exceed the value of all amounts paid by Customer under this Agreement during the twelve (12) months preceding the act or omission or series of acts or omissions giving rise to such liability.

- 11.4 The exclusions and limitations in this Article 11 do not apply to: (a) fraud or fraudulent misrepresentation, (b) negligence of either Party causing death or personal injury, or (d) liability for wilful misconduct.
- 11.5 In no event will either Party be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing this Agreement, except for any payment obligation, when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control ("**Force Majeure**"). The expression "**Force Majeure**" shall in any event include any failure of any suppliers of Supplier not due to their fault or not for their risk, any DDOS attack (attempt), any viruses in the iQ Subscription, ransomware attacks, any hacking (attempts) of the iQ Subscription, telecommunication breakdowns, power outages or shortages and/or fire. If a situation of Force Majeure has lasted for more than sixty (60) working days, each of the Parties shall be entitled to terminate the Agreement in writing. In that case any performance, which has already taken place pursuant to this Agreement shall be settled proportionately without either Party being thereafter indebted to the other in any other amount.

12 Term, Termination and Suspension

- 12.1 This Agreement enters into force on the date specified in the Order for a definite period of 12 (twelve) months after which this Agreement shall automatically renew with subsequent 12 (twelve) month periods until terminated in accordance with this Article 12.
- 12.2 Each Party may terminate (in Dutch: *opzeggen*) this Agreement for convenience taking into account 3 (three) months written notice prior to the end of the then current term.
- 12.3 A Party may terminate this Agreement (in Dutch: *ontbinden*) if the other Party materially breaches this Agreement, and such breach: (a) is incapable of remedying; or (b) being capable of remedying, remains uncured 30 (thirty) days after the non-breaching Party provides the breaching Party with written notice of such breach. The notice must describe the breach in a sufficiently specified manner.
- 12.4 Each Party may, in addition to the legal provisions for dissolution (in Dutch: *ontbinding*), dissolve this Agreement at any time and without further notice of default or judicial intervention and without liability for damages to the other Party, if the other Party (i) is declared bankrupt or (ii) otherwise subject of any proceedings relating to its liquidation, winding-up, or insolvency.

13 Effects of Termination

- 13.1 Upon termination of this Agreement:
- (a) Customer shall immediately cease using the iQ Subscription, however, Supplier shall grant the Customer restricted access to the iQ Subscription for the sole purpose of the Customer retrieving its Customer content for a period of thirty (30) days following the effective date of termination;
 - (b) At Supplier's request, Customer shall promptly return, delete or dispose of all Supplier's Confidential Information and confirm in writing that it has done so. The Customer may, however, keep copies of Confidential Information as part of archival records stored on backup systems, provided that these will remain subject to article 8 (confidentiality and security).

- 13.2 If Customer terminates this Agreement in accordance with its terms, Customer will be relieved of any obligation to pay any applicable Subscription Fees attributable to the period after the effective date of such termination.
- 13.3 In the case that Supplier terminates this Agreement based on the non-performance or default on the Customer's side, all fees and payments that have been invoiced or would have become payable had this Agreement remained in effect will become immediately due and payable, and Customer shall pay such fees and payments, together with previously accrued but not yet paid fees and payments, on receipt of Supplier's invoice therefore.
- 13.4 Each provision of this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any termination or expiration of this Agreement.

14 Privacy

- 14.1 In order to make use of the iQ Subscription it is required that the Customer's Users create an account. Customer will provide Supplier with contact information such as name and e-mail address. The provision of this information is subject to legislation in respect of privacy, such as the GDPR. Supplier only uses your personal data in accordance with the privacy policy to be found on [\[insert link\]](#).
- 14.2 To the extent that data being processed by Supplier as part of the iQ Subscription and/or Additional Service, qualifies as Personal Data, the DPA applies.

15 Miscellaneous

- 15.1 Supplier reserves the right to modify, update, or amend these Terms and Conditions at any time at its sole discretion. Any such modifications will be effective upon posting the updated Terms and Conditions on Supplier's website or on providing written notice to the Customer. Continued use of the iQ Subscription after the effective date of such amendment, constitutes acceptance of the amended Terms and Conditions. If Customer does not agree to an amendment and such amendment is materially affecting the rights of Customer negatively under this Agreement, the Customer shall have the right to terminate the Agreement within one (1) month after Supplier has posted the updated Agreement on its website or provided written notice to the Customer, whichever is sooner.
- 15.2 If any provision of the Terms and Conditions are held to be illegal, invalid or unenforceable, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, so as to reflect the original intent of the Parties, and such provision shall not affect the legality and validity of the other provisions.
- 15.3 To the extend mandatory consumer law may apply to Customer and/or User, such consumer law will prevail in the event of a conflict with any of the terms of this Agreement.
- 15.4 The Customer is not permitted to assign or transfer any of its rights or obligations under this Agreement to any third party, unless Supplier expressly agrees in advance and in writing.

16 Applicable law and jurisdiction

- 16.1 This Agreement shall be governed by and interpreted in accordance with the laws of The Netherlands. The Parties agree that any dispute arising from or in connection with the Agreement shall be exclusively brought before the competent court of Amsterdam, the Netherlands.