

Terms and Conditions

1. Services

- 1.1.** You are obliged to enable a timely and correct delivery by Inversable, including by providing complete, correct and clear data in a timely manner and by immediately passing on changes in the data provided.
- 1.2.** Inversable reserves the right to adjust (the specifications of) its services at any time. You will be informed of this at least one month before the change.
- 1.3.** The log files and administration of Inversable provide full proof of the statements of Inversable, unless you provide proof to the contrary.
- 1.4.** You ensure that you are authorized to take a service from Inversable and that information provided by you is complete, truthful and correct.

2. Liability

- 2.1.** Inversable performs its services to the best of its knowledge and ability. Inversable does not guarantee for its services and systems any form of minimum speeds, uninterrupted functioning or accessibility unless otherwise specified.
- 2.2.** Inversable is never liable for damage resulting from malfunctions or changes in the telecommunications and / or data transport systems of third parties.
- 2.3.** Inversable is only liable for direct damage consisting of:
 - i. material damage to property;
 - ii. reasonable costs incurred to prevent or limit direct damage, which could be expected as a result of the event on which the liability is based; or
 - iii. reasonable costs for determining direct damage and liability.
- 2.4.** Liability for damage that does not consist of direct damage is excluded.
- 2.5.** Liability for direct damage is limited to the amount actually paid out by Inversable's insurance in the relevant case. If the insurer does not pay out for whatever reason, the liability of Inversable is limited to the amount that has actually been paid by you to Inversable in the 3 months prior to the event from which the liability arises and amounts to a maximum of 1,000 euros.
- 2.6.** Any right to compensation under this section shall lapse if a legal action to that effect has not been brought by or on behalf of you within 14 days of becoming aware of the damage.
- 2.7.** The aforementioned limitations of liability do not apply in the event of intent or gross negligence on the part of Inversable.

3. Warranties and indemnification

- 3.1.** You warrant that your use of Inversable's services does not infringe the rights of third parties or legal rules.
- 3.2.** You indemnify Inversable against claims from third parties related to your use of services and/or licenses from Inversable and/or third parties.

4. Prices and Offers

- 4.1.** The prices mentioned are exclusive of turnover tax and other levies imposed by the government.
- 4.2.** No liability is accepted for the consequences of typing errors in quotations and quotations.
- 4.3.** All quotations are without obligation unless explicitly stated otherwise.

5. Payment

- 5.1.** The payment term for Inversable invoices is 14 days.
- 5.2.** The client might be charged interest over the invoice amount based on the statutory interest in the event the invoice was not paid in full within the payment term. Days of the months shall be taken into account as for the purpose of calculating the statutory interest rate.
- 5.3.** Inversable may increase the prices for its services to you. Inversable is also entitled to increase prices if an increase in its costs occurs. Inversable reports price increases no later than 1 month prior to its entry into effect.
- 5.4.** Inversable will:
 - i. charge one-off training courses and workshops afterwards;
 - ii. charge one-off service costs of Inversable's own products (such as installation costs, activation costs) and additional services afterwards;
 - iii. Charge fixed price advice, pilot and development projects 50% at quotation approval date and 50% at final delivery;
 - iv. charge all recurring fees monthly upfront.
- 5.5.** You cannot invoke suspension, set-off or deduction unless you are a consumer.
- 5.6.** Inversable can place additional payment terms in a quotation.

6. Suspension

- 6.1.** Inversable is entitled to immediately suspend the provision of services if:
 - i. you have not paid an invoice, including interest, within 15 days of receipt of the reminder;
 - ii. you put the Inversable network at risk with your use of services, whether paid or unpaid; or
 - iii. Inversable becomes aware of a possible unlawful act or of possible criminal conduct of you or your customers or in case of the execution of the Notice & Takedown procedure.

7. Downtime

- 7.1.** 'Downtime' is an interruption of the Inversable network resulting in general inaccessibility of the services.
- 7.2.** If you notice Downtime, you should contact Inversable immediately. Inversable makes every effort to inform you as well as possible about the Downtime and to end the Downtime as soon as possible.
- 7.3.** Inversable makes every effort to make services available at all times. Inversable does not guarantee the availability of services, unless otherwise agreed.
- 7.4.** Inversable is entitled to replace the service with a similar service.
- 7.5.** You are only entitled to compensation if the impossibility of restoring Downtime is not caused by your own doings or omissions. In addition, you are not entitled to additional compensation.

8. Force majeure

- 8.1.** In addition to what is understood by law, force majeure includes: interruptions of the supply of electricity, government measures, terrorist attacks, fire, shortcomings of suppliers of Inversable, failures in connection with the internet, license refusal, (distributed) denial of service attacks and malfunctions in hardware or (telecommunication) networks.
- 8.2.** Both parties are entitled to terminate the agreement if the force majeure situation continues for at least 30 days or more, neither party is obliged to pay compensation for any damage in respect of that termination.

9. Maintenance

- 9.1.** Inversable reserves the right to perform maintenance on its servers and services which might result in a short disruption in our services. Maintenance does not count as downtime..
- 9.2.** If Inversable expects maintenance to disrupt our services we will make effort to:
 - i. Let you know upfront when the maintenance will happen. We aim to notify you 7 days in advance; and
 - ii. If possible plan the maintenance between 23:00 and 05:00 GMT+1.

10. Intellectual property

- 10.1.** This Agreement does not transfer any intellectual property of Inversable or third parties from Inversable to you, and all rights, claims and interests in such property shall remain (with respect to the parties) vested exclusively in Inversable.
- 10.2.** Other trademarks, service marks, images and logos used in connection with our services may be trademarks of third parties.
- 10.3.** The use of Inversable services does not give you the right or permission to reproduce or otherwise use trademarks of Inversable or third parties.
- 10.4.** All products, software and knowledge that Inversable develops in collaboration with – or on behalf of you – remain the property of Inversable unless otherwise agreed.

11. Handling of information

- 11.1.** Both parties undertake to maintain confidentiality regarding all confidential information they receive about the other party's company. Both parties also impose this obligation on their employees. Information is in any case considered confidential if it has been designated as such by one of the parties.
- 11.2.** Inversable reserves the right to make a mention on its website, social media or in other communication, possibly with visual material, of workshops, pilot or advice processes, proof-of-concepts or other services, which you have taken, unless otherwise agreed.

12. Cancellation policy

- 12.1.** A cancellation is only final if it has been confirmed by Inversable by email or telephone. You are responsible for informing Inversable in a timely manner.
- 12.2.** A one-off workshop, training, lecture or other invitation to speak can be cancelled free of charge up to 14 days before the start. In case of later cancellation, 40% of the costs will be charged. If you cancel in the last 48 hours before the start, we will charge the full amount.
- 12.3.** In case of purchase of a series of workshops, training courses, lectures or lectures, 40% of the costs will be charged in case of cancellation up to 14 days before the start of the first moment in the series. After that, the full costs will always be charged.
- 12.4.** Inversable may place additional cancellation conditions in a quote.

13. Duration and end of the agreement

- 13.1.** This agreement applies to the delivery of a workshop, advice or pilot project, development process, service or application with a fixed term during the entire term, unless otherwise agreed upon.
- 13.2.** Our services and products default to a monthly billing cycle, unless otherwise indicated on the quotation. Early termination is not possible. You can cancel the agreement at least 1 month before the renewal date. After this initial period, the agreement can be terminated per month.
- 13.3.** Termination of the agreement takes place exclusively in writing or by email.
- 13.4.** Both parties can dissolve the agreement with immediate effect without notice of default or judicial intervention if:
 - i. the bankruptcy of the other party is filed or pronounced;
 - ii. the other party applies for suspension of payment or is granted it; or
 - iii. the other party loses jurisdiction over its assets or a substantial part thereof by attachment or otherwise.
- 13.5.** Invoiced amounts for services already provided by Inversable become immediately due and payable upon dissolution.

14. Other provisions

- 14.1.** Inversable may change these Terms and Conditions and will announce this at least 1 month in advance.
- 14.2.** E-mail is deemed to have been received at the time of sending, subject to proof to the contrary.
- 14.3.** You are responsible for receiving your e-mail, any problems with your e-mail box are not for the account of Inversable.
- 14.4.** If a limit applies to your use of Inversable's services, Inversable may charge a fee for exceeding this limit.
- 14.5.** Inversable is entitled to transfer the rights and obligations under the agreement to a third party.
- 14.6.** Inversable may engage third parties for the execution of its services, on the understanding that Inversable remains responsible for the execution thereof.
- 14.7.** Inversable does not take co-or take co-or take note of information placed by you on our systems, unless this is required for the proper execution of our services.
- 14.8.** If one or more provisions of these General Terms and Conditions are declared invalid or ineffective, other provisions remain unaffected. The parties shall endeavour to agree on a new, valid provision of comparable scope.
- 14.9.** For some services, additional conditions may apply or the conclusion of a (separate) agreement is required. Inversable will notify you of this if applicable.
- 14.10.** The (legal) relationship between Inversable and you is governed by Dutch law.
- 14.11.** All disputes between Inversable and you will be submitted exclusively to the competent court in The Hague, Netherlands.

These Terms of Service were issued on December 1st 2021.