

General Terms of Service TAGGRS

These General Terms of Service ("Terms") are entered into by and between TAGGRS B.V., registered with the Dutch Chamber of Commerce (KvK) under number 90185943 and having its registered office at K.R. Poststraat 131, 8448 EB, Heerenveen, The Netherlands ("TAGGRS," "we," "us"), and the natural or legal person creating an account ("Client," "Customer," "you"). These Terms govern your access to and use of the TAGGRS platform and all related services (collectively, the "Platform").

By creating an account on the Platform, you declare that you have received, read, and agree to be bound by these Terms.

1. Definitions

Platform	The software, website, and related services provided by TAGGRS.
Product	A specific service offering made available by TAGGRS on the Platform, which may be subject to additional terms.
Product Addendum	Additional, product-specific terms (which may include a Data Processing Addendum (DPA), and/or a Service Level Agreement (SLA)) that govern the use of a specific Product.
User	Any natural person authorized by the Client to use the Platform.
Intellectual Property Rights	All intellectual property rights, including but not limited to copyrights, trademark rights, patent rights, know-how and trade names.
Personal Data	Any information relating to an identified or identifiable natural person as defined by the General Data Protection Regulation (GDPR),

2. The Platform & Products

2.1. TAGGRS provides a Platform through which Clients can access and use various software Products.

2.2. The use of any specific Product is conditional upon the Client's acceptance of its corresponding Product Addendum, which will be presented at the time of Product selection. These Product Addendums will detail the specific nature of the services, fees, data processing terms, and service levels applicable to that Product.

3. Use of the Platform

3.1. **License:** TAGGRS grants you a revocable, non-exclusive, non-transferable right to access and use the Platform and its selected Products for the duration of the agreement, for your internal business operations only.

3.2. **Users:** You are entitled to allow your authorized personnel to use the Platform as Users. You are responsible for maintaining the confidentiality of accounts, passwords and access credentials. You are solely responsible and liable for ensuring your Users comply with these Terms and any applicable Product Addendums.

3.3. **Client obligations & acceptable use:** a. You are responsible for providing the necessary hardware, software, and internet connectivity to access the Platform. b. You warrant that you will not use the Platform for any purpose that is unlawful or prohibited by these Terms. c. You shall not, and shall ensure your Users do not, perform any acts that could damage, disable, or impair the Platform,

including but not limited to: spreading viruses, attempting to gain unauthorized access, infringing on Intellectual Property Rights, sending unsolicited messages (e.g. spam), or reverse engineer the platform. You may not reproduce, modify, rent, or lend the Platform or remove any copyright or proprietary notices.

3.4. **Indemnity:** You shall indemnify and hold harmless TAGGRS against all claims, demands, damages, costs, fines, and penalties from third parties arising from your, or your Users', failure to comply with these Terms, any Product Addendum, or applicable law.

4. Fees and Payment

4.1. Fees for the use of Products will be specified in the relevant quotation or on the TAGGRS pricing page.

4.2. TAGGRS will invoice you for fees based on your selected billing cycle. For monthly plans, invoices will be issued at the end of each month. For yearly plans, invoices will be issued in advance at the start of the annual term. Payment shall be made within 30 days of the invoice date unless otherwise agreed.

4.3. You are not entitled to suspend or set off any payments owed to TAGGRS.

4.4. If you fail to pay an invoice on time, you will be in default by operation of law. You will then owe statutory commercial interest on the outstanding amount, as well as any judicial and extrajudicial collection costs.

4.5. All prices are exclusive of VAT and other government levies.

5. Term, Termination, and Suspension

5.1. **Term and Renewal:** These Terms apply upon your account creation. The agreement for any active Product will continue for the selected term (monthly or yearly) and will automatically renew for subsequent periods of the same duration, unless terminated in accordance with this section.

5.2. **Termination for Convenience:** Either party may terminate this agreement for any reason by providing notice before the end of the current subscription term. The termination will be effective at the end of that term.

5.3. Termination for Cause:

a. **By TAGGRS:** TAGGRS may terminate your account with immediate effect if: (i) you are granted a suspension of payments or are declared bankrupt; (ii) you fail to remedy a material breach of your obligations (such as non-payment) within 14 days of receiving a written request to do so.

b. **By Client:** You may terminate this agreement with immediate effect if TAGGRS fails to remedy a material breach of its obligations within 30 days of receiving your written notice of the breach.

5.4. **Right to Suspend:** TAGGRS reserves the right to suspend your access to the Platform and any Products as an alternative to termination if

(i) client is in payment default,

(ii) in the event of a breach of these Terms,

(iii) TAGGRS believes suspension is required to prevent or mitigate security incidents, fraud, or material harm, or (iv) to comply with the law.

5.5. Effect of Termination:

a. Upon termination, your right to use the Platform and any Products will cease. All outstanding fees become immediately due and payable.

b. **Refunds:** If the agreement is terminated by you for cause in accordance with section 5.3(b), TAGGRS will provide a pro-rata refund of any prepaid fees for the unused portion of the terminated subscription term. In all other cases, fees are non-refundable.

c. **Data Handling:** Upon termination, you may request a one-time export of your data within 30 days. After this period, TAGGRS is entitled to delete and destroy all data associated with your account.

6. Intellectual Property Rights

6.1. All intellectual property rights relating to the TAGGRS Platform, brand, documentation, software, and promotional materials are vested exclusively in TAGGRS or its licensors.

6.2. You are not permitted to remove or alter any indication of copyrights, trademarks, or other Intellectual Property Rights from the Platform.

6.3. TAGGRS is permitted to take technical measures to protect its Intellectual Property Rights.

7. Data and Data Processing

7.1. You are solely responsible and liable for all data you enter, store, or process using the Platform.

7.2. Where the use of a Product involves the processing of Personal Data and TAGGRS acts as a "processor," a Data Processing Addendum (DPA) will be provided as part of that Product's Addendum. You, as the "data controller," warrant that all processing is lawful and complies with the GDPR.

8. Confidentiality

8.1 Both parties are obliged to keep confidential all information received from the other party that is marked as confidential or should reasonably be understood to be confidential.

8.2. The obligation of confidentiality remains in force for an indefinite period.

8.3. This obligation does not apply to information that:

- a. is publicly known without any breach of this Partner Addendum having occurred;
- b. has been lawfully obtained from a third party not subject to any obligation of confidentiality;
- or
- c. is required to be disclosed pursuant to a statutory obligation or court order.

9. Liability

9.1. TAGGRS shall only be liable for direct damages resulting from an attributable breach of these Terms or any applicable Addendum.

9.2. TAGGRS's total liability is limited to a maximum of three (3) times the total fees paid by you in the six (6) months preceding the damaging event, with an absolute maximum of €25,000.

9.3. TAGGRS is never liable for indirect or consequential damages, including loss of profit, revenue, savings, data, goodwill or business interruption.

9.4. This limitation of liability also applies in favor of TAGGRS's personnel and any third parties engaged by TAGGRS.

10. Modifications to these Terms

10.1. TAGGRS reserves the right to modify these Terms. We will provide you with at least 30 days' written notice of any material changes.

10.2. If you do not agree with the material changes, you must terminate your agreement in accordance with section 5.2 before the changes take effect. Your continued use of the Platform after the changes become effective will constitute your acceptance of the new Terms.

11. Miscellaneous

11.1 **Order of Precedence:** In the event of any conflict between provisions in the various documents, the following order of precedence shall apply, with the first mentioned taking precedence:

1. a separate written agreement between TAGGRS and the Customer (such as a custom or business agreement),
2. a Partner Addendum,
3. a Service Level Agreement,
4. a Processing Agreement,
5. a Product Addendum, and
6. these General Terms and Conditions.

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11.2. **Assignment:** You are not entitled to assign your rights and obligations under this agreement to a third party without the prior written consent of TAGGRS.

11.3. **Severability:** If any provision of these Terms is found to be null or void, the remaining provisions will remain in full force and effect. The parties will consult to replace the void provision with a new, valid provision that aligns as closely as possible with the original intent.

12. Governing Law and Forum

12.1. These Terms and all agreements between the parties are exclusively governed by Dutch law.

12.2. All disputes arising from this agreement shall be submitted exclusively to the competent court in the District Court of North Netherlands, location Leeuwarden.