

General conditions of Familienet (May 2018)

These are the general conditions of Familienet B.V., registered at the Netherlands Chamber of Commerce under number 04022404, in the following called 'Supplier'.

1. General conditions Familienet

1.1 "Familienet" is the service which offers the secured on-line platform for communication and collaboration between Page-holder, family, acquaintances, and possibly professionals.

1.2 "Page-holder" is the person whom a page on Familienet concerns.

1.3 "Page administrator" is the Page-holder or authorised third party who obtains access to the page of Page-holder and who has the authority to invite users to the page of Page-holder and to attribute roles to these users.

1.4 An on-line page is opened for Page-holder on Familienet by Page-holder himself or by someone else with the consent of Page-holder. This secured on-line page offers Page-holder, Page administrator, and users with access to the relevant page the possibility to stay in contact with each other by posting messages, photos and other content, by sharing an agenda, and other matters. For this page, family, acquaintances, and possibly professionals can be invited.

1.5 Supplier only offers Familienet to Page-holder directly or indirectly through an organisation (in that case 'the purchaser') which appoints one or more Page administrators, and thereby access to Familienet is granted to Page-holder and Page administrators to increase the involvement of loved ones with the Page-holder. Supplier is not responsible for what users share with each other on the page of Page-holder.

1.6 Supplier reserves himself the right to modify or supplement these general conditions. The continued use after modification or supplementation of the general conditions is considered acceptance of the new general conditions.

2. Subscription

2.1 Supplier offers his services in the form of a subscription. A distinction is made between subscriptions which are taken out by private individuals themselves or by organisations for their clients. The current price list of the subscriptions, both for private individuals and for organisations, can be viewed on the website of Supplier.

2.2 A private individual can take a subscription on Familienet whereby he can create one page for himself as Page-holder or, if he is legally authorised to do so, for another Page-holder.

2.3 An organisation can take a subscription for a bundle of pages for its clients. The organisation distributes the pages through the administrator environment of Familienet over the Page administrators to be appointed by it, and over their clients through e-mail or electronically in another form. The client in case then creates himself, or with the aid of a Page administrator, the page and will be its Page-holder.

2.4 The subscription starts at the moment of creation of the page or alternatively when a bundle of pages is made available for allocation, depending on what moment occurs sooner, and is tacitly extended upon the end of the subscription. In case of a periodic payment obligation, it applies that Supplier has the right to modify the applicable prices and rates at the term indicated in the agreement. If the agreement does not emphatically provide for the possibility of Supplier to modify the prices or rates, it applies that Supplier always has the right to modify the applicable prices and rates. If purchaser in the latter case does not wish

to accept the modification, within thirty days after notification of the adjustment the agreement can be cancelled in writing, as of the date on which the new prices and/or rates become effective.

2.5 The subscription and consequently the subscription fee as well, in conformity with the rates applied by Supplier, can be extended by the Page administrator in accordance with article 3.4.

2.6 Supplier has the right to render inaccessible and/or remove the stored and processed information immediately after termination of the agreement.

3. Pages and administration

3.1 Before a page can be created by someone other than the Page-holder himself, the Page administrator must ascertain that the Page-holder has given permission for this.

3.2 All users who post content of whatever nature on a page must make sure that the Page-holder has granted permission for this. The Page-holder can always delete his own data.

3.3 When an organisation has taken out a subscription to provide pages to multiple Page-holders, the organisation appoints collaborators from their midst to attribute roles to clients, their loved ones, and collaborators of the organisation regarding the access to the pages of relevant Page-holders. Supplier only offers the options to organisations, in conformity with the selected subscription, to attribute roles through the administration environment and to distribute (access to) pages over Page-holders and Page administrators and their own collaborators and to subsequently manage them jointly with Page-holders and Page administrators, but Supplier himself will not act as administrator for an organisation or as an editor of pages.

3.4 Supplier proposes extension for the subscription in the form of applications or extra functionalities which can be added on the page of Page-holder. The subscription can be upgraded at all times with extra applications or extra functionalities. The rates which apply for aforementioned extensions can be viewed on the website of Supplier. Extensions can only be unsubscribed for towards the end of the effective time of the subscription.

4. Payment

4.1 All prices are in the stated currencies and exclusive of VAT and other government-imposed levies, unless it is expressly stated otherwise. Supplier does not accept any payments in another currency than indicated. In case of the omission of an indication of currency, all prices are in Euros. All offers or price quotations regarding Familienet are non-committal and revocable until the moment that Supplier confirms through electronic channels that the agreement with Page-holder is adopted, or when Supplier has started with the implementation of the agreement between parties.

4.2 Amounts owed are invoiced and collected each month from a private individual by Supplier by way of direct debit. For organisations, an invoice is sent which must be settled within 30 days. The private individual authorises Supplier to collect the amount automatically, unless it is established otherwise in writing.

4.3 The compensation is also owed if no use is made of Familienet. The compensation is paid prior to a term. Supplier is not obligated to refund subscription fees if no use is made of Familienet.

4.4 Supplier may immediately suspend his services if the payment obligations are not complied with. In case during the three subsequent months the payments are not settled, then Supplier will be authorised to remove the page(s) and the content. The blocking is removed at the moment that all payments have been settled.

4.5 With regard to the performances conducted by Supplier, and the amounts owed for this by payer, the information from the records of Supplier constitute full proof, without prejudice to the right of the purchaser to present evidence to the contrary.

5. Duration and cancellation

5.1 The subscription is tacitly extended after expiry of the term for the same duration as was established upon adoption of the subscription. After the tacit extension, the subscription can be cancelled at any time towards the end of the current term, with due regard for a notice period of 10 days.

5.2 A page can be cancelled on-line through the page of Page-holder, by Page-holder or Page administrator.

5.3 The page which is distributed and/or administered by an organisation to/for a Page-holder must be cancelled through the relevant organisation.

5.4 A Page-holder or Page administrator may not refuse to remove a page, unless this is necessary pursuant to a legal obligation or court order.

5.5 The cancellation of a subscription agreement between Supplier and an organisation is only possible in writing and with due regard for a notice period of 30 days prior to the end of the duration of the subscription.

6. Suspension and/or termination provision of services

6.1 Supplier reserves himself the right to send users a warning immediately, to block their page, or to further suspend access to Familienet and/or terminate it, if a user:

- a. Does not observe the rules and conditions which are applicable at Familienet, or the documents which are an integral part of it.
- b. Posts special categories of personal data, including health-related information, on the page of Page-holder, without parties having emphatically entered into a written agreement to that effect which prescribes appropriate measures and without taking these measures.
- c. Processes information which is not in accordance with the purpose of Familienet. This at the discretion of Supplier.
- d. Damages the image of Familienet illegitimately or uselessly.
- e. Has created, made use of or modified a profile under a false name, or by using false data.
- f. Has a page for which payments are no longer made to Supplier, for example because the relevant organisation has terminated its subscription with Supplier.
- g. Has come to pass.

6.2 Supplier reserves himself the right to remove (parts of) the added information on Familienet, if it is illegitimate or inappropriate or if it violates third-party rights, whether or not after complaints by third parties.

6.3 Supplier emphatically is not under the obligation to proactively enforce the rules pursuant to the law or this agreement and will in principle not carry out any controls or interventions, otherwise than after the receipt of complaints of third parties.

7. Liability and force majeure

7.1 Supplier is not liable for the actions or lack thereof by users, also including the sharing and the content of files, information and/or material which are made available through Familienet.

7.2 Supplier is not liable for damage resulting from force majeure, including technical malfunctions or an attributable shortcoming of users, or from the illegitimate actions of users.

7.3 Supplier is not liable in any case for consequential damage, including purely financial losses, loss of turnover and profit, loss of data and immaterial damage, which is related to or is the consequence of the services which Supplier implements and/or the use of Familienet.

7.4 Users safeguard Supplier against all third-party claims with regard to the added information. What information is added and shared is the responsibility of users. The purchaser of Supplier safeguards Supplier against all third-party claims regarding the use of Familienet by the collaborators of purchaser.

7.5 All exceptions and limitations to liability which are stipulated in these general conditions also apply to the benefit of all (legal) persons whose services Supplier makes use of for the implementation of the agreement come to lapse if and to the extent the damage is the result of intent or gross negligence on the part of management of Supplier.

8. Personal data and security

8.1 Supplier protects personal data in accordance with the applicable law in the Netherlands and the European Union, more specifically in conformity with his own privacy statement and the general data protection regulation or its Netherlands version 'Algemene Verordening Gegevensbescherming' (AVG). Supplier only uses the data in the context of the provision of services regarding Familienet. The personal data are not provided to third parties, with the exception of personal data which are required for the conclusion and implementation of the agreement between Supplier and Page-holder or the organisation.

8.2 Supplier only is the 'processor' in the sense of the applicable legislation in the Netherlands and the European Union. Supplier processes the data by order and at the expense of the page-holder or the organisation. The independent Page-holder and/or the organisation where Page-holder is a client are the 'data controllers' which determine the purpose of and means for the use of Familienet. Between parties, the processor agreement applies, as it is published on the website of Supplier.

8.3 All users of Familienet must take appropriate security measures, both technical and organisational, to prevent unnecessary or excessive processing of (special categories of) personal data and to assure confidentiality. The log-in data must be handled with due diligence by all users. All users must take into account the wishes of the persons involved as well when posting pictures and other personal data.

8.4 The Page administrator makes sure that the Page-holder has emphatically given permission for the processing of his data on Familienet. The Page administrator makes sure that the Page-holder is fully involved in the processing of the data and is informed completely regarding the purposes of Familienet and the processing of his data. In case of legal incapacity, this emphatic permission will have to be obtained from the legal representative.

8.5 In principle, users of Familienet, such as Page administrators and Page-holders and any possible collaborators of the purchaser, grant permission to the other users to use their

personal data in the context of Familienet. In the event they withdraw their permission for certain types of processing of their personal data, users can (let) remove parts or the entire page themselves, or (let) establish limitations to the use thereof. Page administrators and the collaborators of purchaser always take into account the wishes of Page-holders.

8.6 In principle, it is not permitted to use Familienet for the processing of special categories of personal data, such as health-related data. This is only different in case prior to the processing of the special data, parties have expressly entered into a written agreement to that effect which prescribes appropriate measures and parties also take these measures.

8.7 In addition, users may solely process special categories of personal data with Familienet, if the relevant Page-holder has granted his express consent for this and for well-defined purposes.

9. Intellectual property

9.1 The user who posts or has posted text and/or pictures and/or other content on the page of Page-holder, guarantees Supplier he is copyrights holder of the text and/or pictures and/or other content. If he is not the copyrights holder, he guarantees he has permission of the rights holder to post the text and/or pictures and/or other content. The person who posts text and/or pictures and/or other content safeguards Supplier beforehand completely against any possible third-party claims which somehow result from or are related to the posted material.

9.2 The user who in the capacity of rights holder posts text and/or pictures and/or other content, grants permission to the other users on the page of Page-holder to use that material for personal purposes. The user who is rights holder of the material also grants permission to Supplier to process the information in the context of Familienet.

9.3 Supplier may remove or have remove messages in which he is mentioned by a user at all times.

9.4 After a complaint about an (alleged) violation of the intellectual property of a third party, or in the event of reasonable doubt regarding the content of a message of a user, Supplier may block and/or remove the message.

10. Complaints

10.1 Complaints which regard Familienet must be communicated to Supplier in writing, through the website of Supplier or by e-mail.

10.2 Supplier exerts himself to respond within 14 days following receipt of the written complaint. If the complaint is legitimate, Supplier will do everything which can reasonably be expected of him to correct the situation.

10.3 Complaints do not confer the right to suspension of the payment obligation for still payable subscription fees and/or the refund of payments already made.

10.4 Page-holder or Page administrator can request the organisation to correct or supplement the information. Supplier will exert himself to handle this request as soon as possible. Due to technical limitations, this request may take a few days.

11. Other provisions

11.1 Supplier is not a party to the agreement which is concluded between an organisation and Page-holder and/or Page administrator. In case of disputes, they must resolve matters through mutual agreement.

11.2 To this agreement, Netherlands legislation is applicable.

11.3 Disputes which arise in connection with the agreement concluded between parties and/or in connection with further agreements which are its result, are settled by the competent court in the district in which Supplier is established.

11.4 Through the adoption of the agreement, Supplier obtains the express consent of the purchasers, in the event these are organisations, to publicise their company names and logos in the communications which Supplier posts on his website and social media.

11.5 These general conditions are applicable to all quotations, agreements, and contracts between parties, of whatever nature. The general (purchasing) conditions of Supplier or users of Familienet are not applicable.