



General Terms and Conditions Zivver Limited

1. DEFINITIONS AND INTERPRETATION

The capitalized terms in these General Terms and Conditions have the meaning ascribed to them in this article.

Agreement	the (digitally) signed and/or accepted Offer, including any attached schedules, and these General Terms and Conditions.
Business Days	Monday through Friday from 8:30 AM up to 5:30 PM in the time zone of Zivver's headquarters and excluding local national holidays.
Consumer	an individual acting for personal and non-commercial purposes that are wholly or mainly outside of their trade, business, craft, or profession.
Customer	the legal entity or natural person exercising its, his or her profession and with whom Zivver enters into the Agreement.
End User(s)	the natural person or persons that are employees or independent contractors of the Customer or act on behalf of the Customer and make use of the Services.
Intellectual Property Rights	any and all intellectual property rights, including without limitation, patents, design rights, copyrights, neighbouring rights, database rights, trademark rights, chip rights, trade name rights and Knowhow in, and relating to, Zivver, its affiliates, its licensors and/or its business.
Knowhow	all business secrets, secret formulas, inventions, designs, standards, (technical) data or information, processes, methods, raw materials and business methods, as well as all related information, knowledge, details, trade practices and improvements.
Services	services of Zivver that help the Customer to secure digital communications, prevent data leaks, and support the exchange of large data files, which are included and further described in the Offer.
Third Party	a Person that is not a Party.



Offer	the offer of services by Zivver to the Customer, as included in the offer document, physically or digitally, provided to the Customer.
Parties	the Customer and Zivver.
Person	any legal entity, firm, cooperation, partnership or other business entity, as well as any natural person.
Personal Data	any information relating to an identified or identifiable natural person, as referred to in article 4 sub 1 of the EU General Data Protection Regulation 2016/679 (GDPR).
User Terms	the user terms and conditions which are available on Zivver's Website, as may be amended from time to time.
Website	www.zivver.com along with related websites.
Zivver	Zivver Limited, based in London, United Kingdom, registered under company number 11931745 and with an address at 5 New St. Square, EC4A 3TW London, United Kingdom

- 1.1. Headings shall not affect the interpretation of this Agreement.
- 1.2. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular
- 1.3. Unless the context otherwise requires, a reference to one gender shall include a reference to other genders.
- 1.4. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.5. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.6. A reference to writing or written includes e-mail and Zivver-messaging but excludes fax.

2. AGREEMENT, APPLICABILITY AND ORDER OF PRECEDENCE

- 2.1. The Agreement comes into force and effect in accordance with the contents of the Offer.
- 2.2. The General Terms and Conditions form a part of and are incorporated by reference into the Agreement. These General Terms and Conditions apply to and govern the



access to and the use of the Services and all (future) offers by Zivver.

- 2.3. In case of any conflict between the documents, the following descending order of precedence applies:
 - (a) the Offer (including its schedules, if applicable);
 - (b) these General Terms and Conditions.
- 2.4. Amendments and additions to the General Terms and Conditions and/or the Agreement are only valid if these have been agreed by the Parties in writing. Zivver reserves the right to unilaterally amend the General Terms and Conditions.
- 2.5. Amendments to the General Terms and Conditions shall also apply to already concluded Agreements, taking into account a period of 20 Business Days after announcing such changes on the Website.
- 2.6. The Customer is entitled, up to the date that the amended General Terms and Conditions come into full force and effect, to terminate the Agreement by notice in writing Zivver, if both the Customer is not willing to accept changes to the General Terms and Conditions and such changes have a material adverse effect on Customer.
- 2.7. Minor amendments and amendments because of (a change in) legislation can always be made in the General Terms and Conditions. Zivver is not obliged to announce such changes and it does not entitle the Customer to terminate the Agreement in accordance with paragraph 2.6 of this article.

3. TERM AND TERMINATION OF THE AGREEMENT

- 3.1. The Agreement has the term as agreed in the Offer and will automatically be renewed by successive periods of twelve (12) months, unless agreed otherwise in the Offer and subject to any limitations under statutory law. Either Party may terminate the Agreement against the end of a contractual term, subject to a notice period of two (2) months. Notice of termination must be in writing.
- 3.2. In case of a breach of the Agreement by the Customer, Zivver is entitled to terminate this Agreement and/or terminate access to or provision of the Service after judicial intervention or notice of default stipulating a period of 30 days in which to remedy the breach. The consequences of termination do not give the Customer any right to compensation.
- 3.3. Without limiting any of its other rights, Zivver may, without penalty, suspend the performance of the Services under the Agreement, or terminate the Agreement as a whole with immediate effect by giving written notice to you if :
 - (a) You commit a material breach of any term of the Agreement and (if such a breach is remediable) fail to remedy that breach within thirty (30) days of you being notified in writing to do so;
 - (b) you fail to pay any amount due under the Agreement on the due date for



- payment; or
- (c) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Agreement has been placed in jeopardy. This will in any event be the case if you (i) become insolvent, (ii) are generally unable to pay, or fail to pay, your debts as they become due, (iii) file, or has filed against you, a petition for voluntary or involuntary insolvency or pursuant to any other insolvency law, (iv) make or seek to make a general assignment for the benefit of your creditors, or (v) apply for, or consent to, the appointment of a trustee, receiver or custodian for a substantial part of your property or business

and in any such case, the consequences of termination do not give the Customer any right to compensation.

- 3.4. After termination of the Agreement, the Customer has the opportunity to download any data (from its End Users) still present on Zivver's systems within a period of 60 days. The Customer itself is responsible for promptly downloading such data.
- 3.5. Upon termination of the Agreement, the following articles remain in full force and effect:
 - (a) Article 8 - Liability
 - (b) Article 10 - Intellectual Property and Right of Use
 - (c) Article 11 - Confidentiality
 - (d) Article 13 - Governing Law, Jurisdiction and Dispute Resolution

4. RESPONSIBILITIES OF THE CUSTOMER

The Customer will do and/or omit everything that is reasonably required and desired to ensure that the Services are performed correctly in a timely manner. The Customer will ensure in particular, but not exclusively, that:

- (a) all data indicated by Zivver as being reasonably necessary are promptly submitted to Zivver;
- (b) provide co-operation to Zivver in all matters relating to the provision and receipt of the Services as described in the Offer (including making personnel available where necessary);
- (c) provide Zivver with such information and materials that Zivver may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (d) the Service is not used by any persons other than the agreed End Users.

5. DESCRIPTION OF THE SERVICES

- 5.1. Zivver shall provide the Services included in the Offer, which Services the Customer hereby purchases in accordance with the terms and conditions of the Agreement.



- 5.2. During the term of the Agreement, the Customer may purchase additional services or licenses from Zivver, which shall be governed by the terms of the Agreement and which will not affect the term of the Agreement, unless the Parties explicitly agree otherwise in writing. If Zivver establishes that more accounts are created by a Customers than licenses haven been purchased, Zivver may charge the Customer for the additional accounts in line with the pricing included in the Offer.
- 5.3. During the term of the Agreement, the agreed number of licenses of the Customer cannot be reduced and the services cannot be downgraded.
- 5.4. The Customer is only permitted to use the Services in the intended manner described in the Offer and on a fair use basis. If the Customer uses the Services in any other way (e.g. using a single account with an entire organization and communicating with a substantial number of guest users or using more accounts than agreed in the Offer), then this shall constitute a material breach of the Agreement, and Zivver reserves the unilateral right and the Customer hereby accepts such right: (i) to invoice the Customer without any further notice for an amount reflecting the actual use of the Service; and/or (ii) to terminate / suspend the Services for an indefinite period of time or until a new agreement has been reached with the Customer on continuance of the Services; and/or (iii) to terminate the Agreement.
- 5.5. The Customer agrees that agrees that any End User permitted by the terms of the Offer to access and/or use the Service must agree to comply with the User Terms. The User Terms shall apply to any use by End Users of the Services. In the event of a conflict between the provisions of the Agreement and the provisions of the User Terms, the provisions of the Agreement shall prevail. The Customer hereby accepts the User Terms and commits to ensure that its End Users shall comply with them.

6. MAINTENANCE OF AND MODIFICATION OF THE SERVICES

- 6.1. Zivver is entitled to take its systems, or parts thereof, temporarily out of service for maintenance, modification or improvement purposes. This may include (but is not limited to) dealing with technical issues and making changes or updates to reflect changes in legal, regulatory or commercial requirements. Zivver will endeavor to do so outside office hours as far as possible. Zivver will notify the Customer accordingly. Zivver is never liable for compensation for damage or losses in connection with taking systems out of service for the purposes set out in this article.
- 6.2. Zivver is entitled to modify its systems, or parts thereof, from time to time in order to improve the functionality and to resolve errors. If a modification leads to a considerable change in the functionality, Zivver will promptly notify the Customer. In the event of modifications that are relevant to multiple Customers, it is not possible to leave out a specific modification only for the Customer's benefit. Zivver is not liable to compensate for any damage or losses caused by such a modification. Should the aforesaid change in Zivver's functionality have substantial adverse consequences for the Customer, the Customer is entitled to terminate the Agreement in writing, subject to a one (1) month notice period.



7. PRICE AND INVOICES

- 7.1. Customer will pay Zivver the fees and any other amounts owing under the Agreement, plus any applicable taxes, as specified in the applicable Offer. Unless otherwise agreed, Customer will pay all amounts due within thirty (30) days of the date of the applicable invoice, for which the Customer accepts possible electronic invoicing.
- 7.2. The annual fixed costs of the Services will be invoiced upon the commencement of the Agreement and subsequently on an annual basis. The variable costs for the Services will be invoiced on a quarterly basis, or a different basis if agreed in the Offer, in arrears based on subsequent costing. Implementation of the Services will be invoiced upon completion of the implementation.
- 7.3. All amounts payable under the Agreement are denominated in British Pound Sterling ("**GBP**") and Customer will pay all such amounts in GBP.
- 7.4. Other than net income taxes imposed on Zivver, Customer will bear all taxes, duties, and other governmental charges (collectively, "**Taxes**") resulting from this Agreement. Customer will pay any additional taxes as are necessary to ensure that the net amounts received by Zivver after all such Taxes are paid are equal to the amounts that Zivver would have been entitled to in accordance with this Agreement as if the Taxes did not exist.
- 7.5. Any amount not paid when due will, without limiting our remedies of termination and until payment of the overdue sum, be subject to interest on a compounded basis. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees and judicial and extra-judicial collection costs) incurred by Zivver to collect any amount that is not paid when due.
- 7.6. Zivver only accepts payment by Customer by means of bank transfer and will not accept payment by Customer in the form of credit card, cash or check. However, for purchases of the Services via the online portal on the Website, Zivver only accepts payment by Customer by means of credit card.
- 7.7. Upon renewal in accordance with article 3.1, Zivver is entitled to increase the price for its Services with a maximum of 5% compared to the price for its Services in the previous calendar year. In such event, the Customer is not entitled to terminate the Agreement.
- 7.8. In the event that the Customer is declared bankrupt, applies for or is granted suspension of payments, the Customer's activities are ceased or its business is wound up, all amounts owed to Zivver are immediately due and payable.



8. LIABILITY

- 8.1. Zivver maintains appropriate liability insurance cover in respect of its own legal liability. In this respect, Zivver has taken out professional and business liability insurance policies as well as a cyber risk insurance policy for this purpose.
- 8.2. Zivver will endeavour to perform the Service as best it can, applying due care and professional competence. In all other respects, Zivver will provide the Service 'as is' and implementation on a best effort basis. If you are a Customer acting in a Consumer capacity, this does not affect your statutory rights.
- 8.3. For Customers acting in a non-Consumer capacity, subject to article 8.5 , you agree:
- (a) to indemnify and hold Zivver harmless from and against any losses, costs, liabilities, claims and expenses (including reasonable attorneys' fees) suffered or incurred by Zivver and/or Zivver's affiliates as a result of your breach of the Agreement;
 - (b) that Zivver cannot influence any End User's use of the Services and the information sent or otherwise processed via the Services. As a consequence, the Customer itself is and remains responsible for access to and use of the Services and for the consequences of use of the Services by its End Users. You hereby indemnify and hold Zivver harmless against any type of claim, complaint or proceedings instituted by a third party in connection with the content of the data traffic or information originating from the Customer and/or its End Users as processed via the Service;
 - (c) that Zivver's liability is excluded for indirect or consequential losses, including consequential losses, loss of profit, loss of sales, loss of revenue, loss of business or business opportunities, lost savings, loss of business data or other data and losses due to business interruption, to the extent permitted by law; and
 - (d) that Zivver's total liability to the Customer arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to four times the annual fixed subscription fees which the Customer pays Zivver under the Agreement.
- 8.4. For Customers acting in a Consumer capacity, subject to article 8.5, you agree:
- (a) that nothing in the Agreement affects your statutory rights and advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office;
 - (b) not to use the Service (or any part thereof) for any commercial or business purposes whatsoever and for the avoidance of doubt we have no liability to you for any loss of profit, loss of business or business opportunity, loss of revenue, loss of contracts, business interruption, or failure to realise anticipated savings;
 - (c) that if Zivver fails to comply with the Agreement it is responsible for loss or damage suffered by the Customer that is a foreseeable result of Zivver's breach or its negligence, but Zivver is not responsible for any loss or damage that is not foreseeable (loss or damage is foreseeable if it was an obvious consequence of Zivver's breach or if it was contemplated by the Customer and Zivver at the time of entering into the Agreement); and



(d) that Zivver's total liability to the Customer arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to four times the annual fixed subscription fees which the Customer pays Zivver under the Agreement.

8.5. The limitations of liability referred to in articles 8.3 and 8.4 shall not apply if the damage/losses are the result of an intentional act or gross negligence on the part of Zivver and nothing in the Agreement limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9. **PRIVACY**

9.1. Zivver processes Personal Data at the request of the Customer to enable proper use of the Services. The Customer is responsible to inform the End Users of such processing of Personal Data and the Customer ensures that there is a legal ground for the use of the Services by the Customer.

9.2. As Zivver processes Personal Data at the request of the Customer for the execution of the Agreement, Parties shall execute a data processing agreement which includes further arrangements on such processing and security of the Personal Data.

10. **INTELLECTUAL PROPERTY RIGHTS AND RIGHT OF USE**

10.1. All intellectual property rights in or arising out of or in connection with the Services are owned by and/or vested in Zivver, its affiliates, and its or their respective licensors.

10.2. Zivver grants the Client a fully paid-up, royalty-free, non-exclusive, non-transferable, non-pledgeable right during the term of the Agreement to access and use Zivver's intellectual property rights for the sole purpose of receiving and enjoying the benefit of the Services, and to sub-license the same rights to its End Users for the same purpose (the "**Right of Use**").

10.3. All Services, designs, products, software, materials and documents have been and will be:

- (a) developed and/or drawn up solely for general use by Zivver;
- (b) made available to all of its current and future customers by Zivver; and
- (c) non-exclusively developed or made available to the Customer.

10.4. The Right of Use explicitly does not imply that the Customer has the right to inspect, obtain, copy and change the source code of the software appurtenant to the Services. The Right of Use does not entitle the Customer to grant one or more sublicences to third parties, unless Zivver has granted its prior written permission to do so.



- 10.5. Any information that the Customer or its End Users save, send or otherwise process via the Services is and remains the property of the Customer and/or its End Users.
- 10.6. Zivver will not access confidential information (such as personal messages) that the Customer or its End Users save, send or otherwise process via the Services, insofar as it is not necessary for the provision and proper operation of the Services, for which Zivver hereby acquires a right of use. The foregoing does not apply if it is explicitly agreed with Zivver or if Zivver is obliged to do so pursuant to a statutory provision or court order. In such case, Zivver will undertake to limit access to the information as far as possible and within its power.
- 10.7. Customer will use its best efforts to prevent any unauthorized access or use of the Services and provided related documentation and immediately notify Zivver in writing of any unauthorized access or use that comes to Customer's attention. If there is unauthorized access or use by anyone who obtained access to the Services directly or indirectly through Customer, Customer will take, at its expense, all steps reasonably necessary to terminate the unauthorized access or use. At its expense, Customer will cooperate and assist with any actions taken by Zivver to prevent or terminate unauthorized access or use of the Services or related documentation, and remediation of the event.
- 10.8. If the Customer and/or an End User sends information to Zivver for the purpose of feedback on an error or a suggestion for improvement, they grant Zivver an unlimited, perpetual right of use for this information in light of the Services.
- 10.9. Nothing in this Agreement shall restrict Zivver from using and exploiting in full the analyses, insights, learnings, and Services improvements (including improvements to algorithms from machine learning) obtained or resulting from the Services or from using, Submitted Data to create such analyses, insights and learnings; provided, however, any public disclosure of such analyses, insights and learnings shall be done in such a way that Customer is not identifiable.

11. CONFIDENTIALITY

- 11.1. Parties shall treat information that they receive from each other during or after the execution of the Agreement as confidential when such information is marked confidential or when the receiving Party should be reasonably aware that such information has a confidential nature. Parties shall impose this obligation also on its employees and on any contracted Third Parties that are used for the execution of the Agreement.
- 11.2. Neither Party will without the written permission of the other disclose to any person any confidential information concerning one another's business, affairs, customers, Customers or suppliers, except:
 - (a) to its respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising rights or carrying out respective obligations under the Agreement; or



(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3. Parties agree to keep the contents of the Agreement, as well as the contents and functioning of the Services, confidential.

12. MISCELLANEOUS

12.1. Zivver will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement. This Agreement will not be interpreted or construed as: (a) creating or evidencing any association, joint venture, partnership, fiduciary relationship, or franchise between the Parties; (b) imposing any partnership, franchise or fiduciary obligation or liability on either party; or (c) prohibiting or restricting Zivver's performance of any services for any third party or the provision of products to any third party.

12.2. If any provisions in the Agreement or in any attached schedules prove to be void or invalid, it will not affect the validity of the Agreement as a whole. In such case, the Parties will replace that provision by one or more new provisions reflecting the purport of the original provision as far as is possible under the law. If a court invalidates some of the Agreement, the rest will still apply. If a court or other authority decides that some of the terms of the Agreement is or are unlawful, the rest will continue to apply

12.3. The Agreement, including the Offer and any attached schedules and these General Terms and Conditions, contains the entire agreement between the Parties relating to the subject of this Agreement and supersedes all earlier written, as well as oral agreements made by the Parties in this regard.

12.4. Customer may not assign its right, duties, or obligations under this Agreement without prior written notice to the Zivver, other than in connection with a sale or change of control of Customer whether by merger or otherwise, where the applicable Agreement is also transferring. If notice is given, this Agreement will bind Customer's successors and assigns. Any attempt by Customer to transfer its rights, duties, or obligations under this Agreement except as expressly provided in this Agreement is void. Zivver is entitled to assign or transfer its rights and obligations under this Agreement to a Third Party that acquires the Services or the related business of Zivver and/or its shareholders. If you are a Customer acting in a Consumer capacity then advance notice will be provided to you and this will not affect your legal rights.

12.5. Subject to article 11 regarding confidentiality and unless otherwise agreed in writing, Customer will: (a) make one or more representatives reasonably available for reference inquiries from potential Zivver customers partners, and investors; (b) permit Zivver to create and publish a case study describing in general terms the nature of Customer's use of the Services; (c) permit Zivver to issue and publish a press release containing a quotation from a representative of Customer announcing that Customer has subscribed to use the Services and the general context of the intended use; and (d) allow Customer's name and logo to be posted on Zivver's Website and in



marketing and advertising materials, subject to compliance with Customer's brand guidelines or other specifications regarding logo usage.

- 12.6. The Customer explicitly grants Zivver permission to allow the execution by Third Parties of certain activities in connection with the performance of the Agreement, provided that Zivver remains responsible towards the Customer for such performance.
- 12.7. If we do not insist that you perform any of your obligations under the Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

13. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 13.1. The Agreement and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims) are governed by the laws of England and Wales.
- 13.2. We ask that you first submit any complaint or claim to Zivver in order to reach an amicable settlement with Zivver.
- 13.3. If you are a Customer acting in a non-Consumer capacity and an amicable settlement cannot be reached, all disputes shall be submitted to the competent court in Amsterdam, the Netherlands.
- 13.4. If you are a Customer acting in a Consumer capacity:
- (a) you may bring any dispute which may arise under the Agreement at your discretion to either the competent court of Amsterdam (the Netherlands) or to the competent court of your country of habitual residence if this country of habitual residence is within the United Kingdom or is a European Union Member State, which courts are with the exclusion of any other court competent to settle any of such a dispute;
 - (b) we shall bring any dispute which may arise under the Agreement to the competent court of your country of habitual residence if this is within the United Kingdom or is a European Union Member State, or otherwise the competent court of Amsterdam (the Netherlands);
 - (c) if you are resident in the UK or the European Union and we direct the Service to the country in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in the Agreement affects your rights as a Consumer to rely on such mandatory provisions of local law; and
 - (d) if you wish to have more information on online dispute resolution, please follow this link to the website of the European Commission: <http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for



information purposes only. We are not obliged to participate in online dispute resolution.