

## REDGRASP GENERAL TERMS AND CONDITIONS

### 1. General

- 1.1 These are Redgrasp's General Terms and Conditions concerning its Services. Read these General Terms and Conditions carefully before purchasing a Service from and/or concluding an agreement with Redgrasp.

### 2. Definitions

- 2.1 In these General Terms and Conditions, the terms below have the following meanings:

**General Terms and Conditions:** these General Terms and Conditions of Redgrasp.

**Content:** this includes but is not limited to text, computer software, scripts, graphics, photos, audio, music, videos, audiovisual combinations, interactive elements, and other material that the Customer and/or User provides via the Service.

**Service:** the services Redgrasp provides to the Customer as described in detail in the agreement between Redgrasp and the Customer.

**User:** any natural person who has or obtains access to the Service on the basis of the agreement between Redgrasp and the Customer, whether this is done via login details obtain from Redgrasp or not.

**Intellectual Property Rights:** all current and future intellectual property rights, anywhere in the world, in any case including copyrights, neighboring rights, database rights, trademark rights, trade name rights, design rights, portrait rights, as well as all comparable rights according to (un)written laws, such as laws concerning precise imitation.

**Customer:** any party with which Redgrasp (potentially) concludes an agreement to which the General Terms and Conditions can be applied.

**Redgrasp:** the limited liability company Redgrasp B.V., situated in Utrecht and registered at the Dutch Chamber of Commerce under the number 67235107.

### 3. Applicable General Terms and Conditions

- 3.1 These General Terms and Conditions are, except to the extent that this is expressly deviated from in writing, applicable to all offers, orders, subscriptions, and agreements between Redgrasp and its Customers. The Customer's general terms and conditions are not applicable to offers and orders of, subscriptions to, and agreements with Redgrasp.
- 3.2 Accepting an offer from and/or concluding an agreement with Redgrasp means that a Customer accepts the applicability of these General Terms and Conditions. Any use of the Service also means that the applicability of these General Terms and Conditions is accepted. Use of the Service without acceptance of them is not permitted.
- 3.3 It is only possible to deviate from the provisions in these General Terms and conditions in writing, in which case the remaining provisions remain fully in force.
- 3.4 All rights and claims as stipulated in these General Terms and Conditions and in any further agreements for the benefit of Redgrasp are also stipulated for the benefit of intermediaries and other third parties whose services Redgrasp uses.

3.5 Redgrasp reserves the right to unilaterally modify the General Terms and Conditions at any time. In such a case, Redgrasp shall inform the Customer of this to the best of its ability. If the Customer continues using the Service after the General Terms and Conditions are modified, it shall be deemed to have irrevocably accepted the modifications to the General Terms and Conditions. The most up-to-date General Terms and Conditions will be sent at any time on request.

#### **4. Conclusion of the agreement**

4.1 Agreements with Redgrasp are concluded by means of an offer and/or tender by Redgrasp and the Customer's acceptance thereof.

#### **5. Prices and payment**

5.1 The provision of this Service is done at the prices agreed on between the parties. These prices are in euros (exclusive of VAT) and relate to the (payment) period agreed on between the parties.

5.2 Redgrasp is entitled to change the prices agreed on with the Customer from the start of a new (payment) period. Redgrasp shall inform the Customer of this in writing at least thirty (30) days before this price change enters into force. If the Customer does not want to accept this price change, the Customer has the option to terminate the agreement with Redgrasp by the date of the entry into force of the price change. Use of the Service after the date of the entry into force of the price change shall be considered acceptance of the price change.

5.3 Payment of the agreed prices shall be made by means of a transfer within fourteen (14) days after receipt of Redgrasp's invoice unless otherwise agreed in writing. If no payment is made within this period, Redgrasp shall send the Customer a reminder in which the Customer is offered the same period for payment again.

5.4 If the customer remains in default with any payment after this reminder, Redgrasp is entitled to suspend (the execution of) the agreement in question and any associated agreements or to terminate them without further notice.

#### **6. Availability and maintenance of the Service**

6.1 Redgrasp is responsible for the information it provides via its Service or otherwise. Redgrasp strives to offer up-to-date and reliable information. Nevertheless, Redgrasp cannot guarantee that all published information is actually up-to-date, correct, and complete in all cases and at all times. No rights can be derived from the data and information presented via the Service or otherwise.

6.2 Redgrasp is committed to proper provision and availability of its Service. Redgrasp strives for a properly functioning system and facilities for its Service that are to be available at all times with the exception of maintenance activities.

6.3 Redgrasp expressly does not guarantee that it will always be possible to (properly) use the Service or that the Service will be available and/or accessible at all times as the Service is, by its very nature, not (completely) free of faults. Redgrasp shall do everything that is reasonably required to rectify faults as quickly as possible insofar as these faults are not attributable to third parties.

6.4 Redgrasp actively performs maintenance on the Service. If possible, maintenance is announced in advance. If maintenance of the Service is expected to result in limited availability thereof, Redgrasp shall perform these activities to the greatest extent possible at a time when use of the Service is relatively low.

Maintenance of the Service in connection with calamities can take place at any time and will not be announced in advance.

- 6.5 Redgrasp is actively developing the Service. Feedback and suggestions from the Customer are always welcome, but it is up to Redgrasp to decide which adjustments it does or does not make. In the case of adjustments that significantly change the functioning of the Service, Redgrasp shall notify the Customer which adjustments it plans to make at least thirty (30) days beforehand.

## **7. Use of the Service**

- 7.1 The Customer shall, at all times, guarantee that the Users are authorized to use the Service and that they act and behave in a way that is expected from responsible and careful users in every respect. Among other things, this includes complying with and acting in accordance with these General Terms and Conditions.
- 7.2 The Customer shall be fully responsible and liable for the use of the Service and the accuracy of the (personal) data provided by it and by the Users. The Customer shall also guarantee that it and the Users are fully authorized to provide Content via the Service.
- 7.3 The Customer shall also guarantee that it and the Users do not provide any unauthorized commercial Content or offensive, hateful, threatening, intimidating or defamatory Content via the Service.
- 7.4 By providing the Content (or having it provided) via the Service, via the Users or otherwise, the Customer grants Redgrasp the irrevocable, non-exclusive, and global right to use and adjust the Content. The Customer acknowledges and warrants that it and/or the Users are fully entitled to the Content provided to them via the Service and that the Customer is entitled to grant the aforementioned right of use to Redgrasp. The Customer acknowledges and also warrants that the Content that it and the Users provide via the Service does not infringe on Intellectual Property Rights or any other rights of third parties, is not in conflict with the law, public order and/or good morals and/or unlawful toward Redgrasp and/or third parties in any way.
- 7.5 The Customer agrees that the Service is only used for purposes that are permitted according to the General Terms and Conditions, an agreement with Redgrasp and/or applicable laws or regulations.
- 7.6 In the case that Redgrasp is aware of a possible violation of these General Terms and Conditions, an agreement between the Customer and Redgrasp and/or applicable laws or regulations, Redgrasp reserves the right to remove the Content posted by the Users and/or terminate the User's access to the Service without advance notification and entirely in its sole discretion at any time.
- 7.7 In cases where the Customer and/or a User does not comply with the permitted use of the Service, including use that conflicts with what is described in these General Terms and Conditions, Redgrasp reserves the right to recover any damage caused to it as a result of this from the Customer and/or the User concerned.
- 7.8 Redgrasp uses Large Language Models (LLM) from OpenAI to generate content based on user input. This means that Redgrasp shares the user's input, such as topics or texts that questions should address, with OpenAI via a secure API (Application Programming Interface). No personal or organizational names are shared with OpenAI unless they have been explicitly included in the input by the user. Redgrasp only keeps OpenAI's response, but not the original input. OpenAI retains the data shared via the API for a period of 30 days and does not use it to train its models. The Customer acknowledges and agrees that, if the use of AI is chosen, sharing input with OpenAI is necessary for the functioning of the Service. The

Customer also has the option to opt-out of the use of AI, whereby no data is shared with OpenAI. For more information about OpenAI's processing of data when using the API, please refer to OpenAI's documentation.

## **8. User login details**

8.1 In the case that the Customer has received login details consisting of a username and password from Redgrasp for the use of the Service, the following shall apply:

- (a) The Customer is fully responsible for any use and for any misuse that is done with the login details of the Service.
- (b) Legal actions taken using the login details bind the Customer.
- (c) The Customer shall treat the login details with strict confidentiality and the Customer shall only use them and provide them to people if and insofar as it is strictly necessary in order to use the Service.
- (d) If the Customer suspects that the confidentiality of the login details has been violated or that the login details have been misused, the Customer shall immediately inform Redgrasp of this. Redgrasp shall then deactivate the login details concerned as quickly as possible.
- (e) Login details are strictly personal, shall not be used by more than one natural person, and are non-transferable on the understanding that in the event of sickness, death or termination of employment, login details can (temporarily) be assigned to someone else.

## **9. Security**

9.1 Redgrasp has protected the Service and the systems and facilities it uses to offer the Service against unauthorized use and loss of the data and Content entered. The security measures taken by Redgrasp are of a level that, given the state of the art, the vulnerability of the data and Content on the one hand and the costs associated with taking the security measures, is not unreasonable.

9.2 The Customer is aware of the fact that it is impossible to rule out all unauthorized use and all unwanted loss of the data and Content entered. Redgrasp accepts no liability toward the Customer if the Customer's data and Content are affected, lost or used by unauthorized persons despite the security measures taken, unless there is a case of deliberate recklessness or intent on the part of Redgrasp in this regard.

## **10. Protection of personal data and confidentiality**

10.1 In accordance with the applicable laws and regulations concerning the protection of personal data, such as the Dutch Personal Data Protection Act, the Customer has obligations toward the Users and any other third parties, such as the obligation to provide information, as well as give insight into, correct, and remove personal data of the Users and third parties concerned. The responsibility for the fulfillment of these obligations lies fully and exclusively with the Customer. The parties acknowledge and agree that, with regard to the processing of personal data in the context of offering and providing the Service, Redgrasp is a processor within the meaning of the Personal Data Protection Act.

10.2 Redgrasp shall, insofar as this is technically feasible, provide support for the obligations to be fulfilled by the Customer, as referred to in article 10.1.

10.3 The parties shall make every effort to prevent the other party's confidential information from being made known to or ending up in the hands of third parties. The same does not apply if the disclosing party

demonstrates that certain information is already publicly known, except if this is the result of a violation of this confidentiality obligation or if a party is forced to disclose confidential information by an authorized (judicial) authority.

## **11. Intellectual Property Rights**

- 11.1 All Intellectual Property Rights to the Service provided or made available under the agreement with the Customer and any facilities and data made available in the context of the service, including but not limited to audio and visual material, databases, images, links, printed and electronic texts, data files, HTML codes, websites, software, logos, equipment or other materials such as analyses, designs, documentation, reports, as well as preparatory material thereof, are held exclusively by Redgrasp or its licensors, unless explicitly agreed otherwise in writing.
- 11.2 Without prior written approval from Redgrasp or the relevant entitled party, it is expressly forbidden to (fully or partially) disclose the Service, the facilities and data provided, and the content thereof or to use it (or allow it to be used) in any other way that results in damage being caused to or unfair advantage being taken of the reputation of the Intellectual Property Rights or any other rights of Redgrasp or the relevant entitled party.
- 11.3 The Customer is not permitted to remove or change any indication regarding copyrights, brands, trade names or any other Intellectual Property Rights from Redgrasp's (software) material.
- 11.4 In the case of any infringement of the Intellectual Property Rights of Redgrasp and/or third parties, Redgrasp reserves the right to fully recover all the damage suffered by Redgrasp and/or third parties as a result of this from the Customer and/or the User concerned.

## **12. Liability and indemnity**

- 12.1 All liability on the part of Redgrasp for damage, including but not limited to damage resulting from inaccuracy, unlawfulness or incompleteness of the information provided by Redgrasp, that the Customer suffers as a result of Redgrasp's failure to comply with these General Terms and Conditions and/or an agreement or commits an unlawful act in connection with the implementation of these General Terms and Conditions and/or an agreement is excluded.
- 12.2 Furthermore, Redgrasp is not liable for any (direct or indirect) damage that arises from or relates to the use of (or the inability to use) the Service and/or the content thereof. Redgrasp is also not liable for (the content of the) services and/or information of potential third parties that can be accessible or be offered in any way via the Service.
- 12.3 Redgrasp is expressly not liable for any action and/or omission of the Users, including the Content they provide via the Service. Redgrasp also does not provide any guarantees with regard to the make-up of this Content.
- 12.4 The Service may include links to websites and/or servers that are not managed by Redgrasp or for which Redgrasp is not otherwise (jointly) responsible. Redgrasp is not responsible for the content of such websites in any way. Redgrasp only offers such links for the convenience of the Customer and Users and including them does not imply recommendation of the content of such websites. These websites and/or servers, which are connected to via the Service, may contain terms or provisions that deviate from the terms and provisions as included in these General Terms and Conditions.

- 12.5 Insofar as it is established in court that the aforementioned total exclusion of liability cannot remain in place, the amount of the compensation for damages owed by Redgrasp shall never (be able to be) higher than the net value of the last invoice paid by the Customer for the Service to be provided or the Service provided prior to the event giving rise to damage.
- 12.6 The above liability limitations do not apply if the damage is the result of intent or gross negligence on the part of Redgrasp.
- 12.7 The Customer shall indemnify Redgrasp or any third parties against all damage as a consequence of claims by third parties regarding the violation or failure to comply with the General Terms and Conditions and/or the agreements concluded with Redgrasp or against any claims and/or damage of third parties that otherwise relate to and/or arise from the agreements concluded with Redgrasp and/or any use of the Service. The indemnification includes all damage and (legal) costs Redgrasp may suffer or incur in connection with such a claim.

### **13. Exclusion of warranties**

- 13.1 To the extent allowed under Dutch law, all warranties regarding the Services, whether implicit or explicit, including but not limited to warranties regarding the performance, suitability for a particular purpose, accuracy, omissions, and completeness, are rejected.
- 13.2 Unless agreed otherwise in writing, the information that the Customer received from Redgrasp as part of the Services does not constitute a warranty either.

### **14. Term and termination of the agreement**

- 14.1 The agreement between the parties shall take effect on the date agreed on by the parties and runs for the term agreed on by the parties.
- 14.2 If the agreement is concluded for a certain period, the agreement will be tacitly renewed with the same agreed period after the period agreed on between the parties. The parties are always entitled to terminate the agreement at the end of this period with due observance of a notice period of two (2) months.
- 14.3 A party is only entitled to dissolve an agreement if the other party imputably fails to fulfill its obligations under an agreement or the General Terms and Conditions and the defaulting party fails to fulfill its obligations under an agreement or the General Terms and Conditions within a reasonable period, even after written notice of default by the injured party. If it is plainly established that the defaulting party can no longer or no longer wishes to fulfill its obligations under an agreement or the General Terms and Conditions, a notice of default can be dispensed with.
- 14.4 A party is also entitled to dissolve an agreement with immediate effect if one of the following circumstances arises:
- (a) the other party is filing for bankruptcy;
  - (b) the other party is declared bankrupt;
  - (c) Suspension of payment is granted to the other party (temporarily or otherwise).
- 14.5 If Redgrasp has already rendered service to implement the agreement between the parties at the time of dissolution, this service and the associated payment obligations of the Customer shall not be subject to cancellation.

14.6 If one of the parties is unable to fulfill its obligations from the agreement or these General Terms and Conditions during a period of two (2) months as a result of force majeure, the other party has the right to, at its own discretion, suspend the implementation of the agreement or dissolve the agreement out of court and in writing with immediate effect by means of a registered letter without any right to compensation for damages arising for the other party Force majeure is, in any case, any failure that cannot be attributed to the party concerned because it is not due to any culpability on its part and is not at its expense by virtue of the law, legal act or commonly held practice.

14.7 Any termination of the agreement, in whatever manner, shall be done in writing.

14.8 After the termination of the agreement, Redgrasp shall ensure the removal of data relating to the Customer from its systems with the exception of Content generated by the Customer and/or Users, as referred to in article 7 of these General Terms and Conditions.

## **15. 15. Complaints**

15.1 If the customer is not satisfied with the service of Redgrasp or has other complaints regarding the execution of their task, the customer reports these complaints as soon as possible. Complaints can be filed in person or written in an email to [info@redgrasp.com](mailto:info@redgrasp.com) with "Complaint" as title.

15.2 Complaints will be dealt with if they were sent to the aforementioned email address. The complaint should contain a description of the situation and any potential evidence.

15.3 Redgrasp will respond substantively as soon as possible, within 4 weeks at the latest. In the case the investigation regarding the complaint cannot be completed in this time, the customer will be informed of this within 4 weeks and will receive an expected date by which they will receive a definitive answer.

15.4 Complaints will be taken care of by complaints officer Dr. A.M.H. Vergeer.

15.5 Complaints will always be treated confidentially.

15.6 Concerned parties will attempt to reach a solution together.

15.7 As customer, you have the option to appeal against the decision made regarding your complaint, the handling of your complaint, or otherwise. Regarding this, the professional regulation of AN-i applies, which will handle your appeal as an independent party and give binding advice concerning the appeal. This professional regulation is described elaborately on the website [www.beroepsregeling.nl](http://www.beroepsregeling.nl)

15.8 Complaints and their methods of settlement will be archived for at least 10 years.

## **16. Other provisions**

16.1 Redgrasp is permitted to transfer its rights and obligations of an agreement to a third party that will take on the service provision in question. The Customer is not permitted to transfer the rights and obligations of an agreement to a third party without prior written approval from Redgrasp.

16.2 Any oral commitments and agreements are not effective unless they are confirmed in writing by a party.

16.3 In case a provision in these General Terms and Conditions demands that a communication must be done in writing, a communication by email is also acceptable as long as it is sufficiently clear that the email message is actually sent by the claimed sender and that the integrity of the message is not weakened or damaged.

- 16.4 The version of communication as stored by Redgrasp will be deemed to be accurate unless proven otherwise by the Customer.
- 16.5 If one or more of the provisions in these General Terms and Conditions is or becomes (partially) void, the remaining provisions shall remain unaffected. In such a case, Redgrasp shall replace the void part of the General Terms and Conditions with conditions that are valid and the legal consequences of which, given the content and scope of these General Terms and Conditions, correspond to those of the void part as much as possible.
- 16.6 A party's failure to exercise any right or failure to apply any recourse shall not imply the waiving of that right or the lapse of that recourse.
- 16.7 The articles referring to liability and indemnity, confidentiality, intellectual property rights, use of content, and dispute settlement shall continue to apply by their very nature after the termination of an agreement between Redgrasp and the Customer.
- 16.8 All rights, obligations, offers, tenders, orders, subscriptions, and agreements to which these General Terms and Conditions apply, as well as these General Terms and Conditions, are exclusively governed by Dutch law, and all related disputes shall be submitted exclusively to the District Court of Midden-Nederland in Utrecht.

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