

Terms & Conditions

Bizinline

Master Subscription Agreement

The Master Subscription Agreement takes effect upon becoming a paying customer. It is accepted by the customer during the purchase process of our products.

This Master Subscription Agreement (the "Agreement") governs the obligations and rights of the Customer and Bizinline BV (hereinafter referred to as "Bizinline"). The signatory to this Agreement is hereby admonished that he/she is responsible for ensuring that authorization exists to bind the Customer through such execution.

1 Definitions

1.1 "Content" means all visual, written or audible data, information or material including, without limitation: documents, spreadsheets, text messages, form entries, web pages, and similar material, which are uploaded to, transferred through, publicly posted, processed or entered into the Services by the Customer or the Users.

1.2 "Customer" means the individual or the legal entity who activates Services provided by Bizinline and assumes payment responsibility for the same vis-à-vis Bizinline.

1.3 "Initial Term" means the initial contract period during which the Customer subscribes to the Services.

1.4 "Order Form(s)" means the initial order form and/or order confirmation and any subsequent order forms and/ or order confirmations evidencing among other things the type of Subscription, Subscription term, Initial Term, the number of Users Licenses, applicable fees, etc. Each such Order Form shall form an integral part of this Agreement. In the event of conflict between the terms of an Order Form and the terms of this Agreement, the terms of the Order Form shall prevail.

1.5 "Renewal Term(s)" means successive renewal periods during which the Customer subscribes to the Services.

1.6 "Services" means the at all times current version of the web services, associated software, and other services related thereto provided to the Customer by Bizinline in accordance with this Agreement. The Services are offered as a Software as a Service with several subscription types (including but not limited to Enterprise Subscription and variations thereof), with the characteristics and features as described at www.bizinline.com In addition, the Services may include additional services and add-ons, including third party software, as agreed between the Customer and Bizinline on a Subscription or case-by-case basis.

1.7 "Subscription" means the terms governing among other things the type of Subscription, Subscription term, billing frequency, the number of Users Licenses, applicable fees, etc.

1.8 "Trial Service" means a Service, which is provided free of charge or which is under development or evaluation and is marked "free", "demo", "trial", "beta" or "evaluation" (or a similar designation).

1.9 "Terms of Use" means the terms and conditions, available at the web site from time to

time, to which all Users agree by completing the user registration form (creating a user account).

1.10 "User(s)" means all individuals who are authorized to start and/or participate in one or more projects. In the event of a Enterprise Subscription "Company User(s)" means all employees, consultants or any other individual that works for the Customer, its subsidiaries or any other of its affiliated companies and who is authorized to participate in and/or to start an unlimited number of projects under a Enterprise Subscription. An user under such subscription with an email address containing the Customer's, its subsidiaries or any of its affiliated company's, domain name is presumed to be a Company User. The presumption does not exclude that a Company User may have an email address using another domain address than the Customer, its subsidiaries or affiliated companies.

1.11 "User License(s)" means, as applicable, the subscribed number of Users under a Subscription , or when applicable, the subscribed number of Company User Licenses in a Enterprise Subscription.

1.12 "Web site" means Bizinline's web site at www.bizinline.com

2 Services, License Grant, Restrictions

2.1 Subject to the terms and conditions of this Agreement, Bizinline hereby grants to the Customer a non-transferable, non-exclusive, non-sub licensable limited term world-wide right and license for the Customer and Users to access and use the Services.

2.2 Bizinline reserves the right to implement new versions and upgrades of the Services including, but not limited to, changes that effect modifications to the design, operational method, technical specifications, systems, and other functions, etc. of the Services, at any time without prior notice.

2.3 Bizinline undertakes, in its sole discretion, to adopt reasonable measures in order to ensure that the Services are available over the Internet around the clock, seven (7) days a week. Bizinline shall be entitled to take measures that affect the aforementioned accessibility where Bizinline deems such to be necessary for technical, maintenance, operational, or security reasons. The Customer is aware and acknowledges that the Customer's access to the Internet cannot be guaranteed and that Bizinline shall never be liable for deficiencies in the Customer's own Internet connections or equipment.

2.4 The Customer shall be entitled, with or without compensation from Users, to provide Users with access to the Customer's Content and the Services provided by Bizinline. The Customer is aware of and acknowledges that the Customer is fully liable for the Users to whom the Customer affords access to the Services. The Customer shall not charge a User any fee for its use of the Services in excess of the Customer's direct costs to Bizinline for such User's participation.

2.5 The Customer shall be entitled to assign a Subscription or a project under an Enterprise Subscription to a third party provided that the third party is approved by Bizinline and that written documentation, in the form decided by Bizinline, is presented evidencing that the third party approves the assignment and that the new party accepts the terms and conditions of this

Agreement.

2.6 Bizinline shall be entitled to retain subcontractors, including third party software suppliers, for the performance of obligations in accordance with this Agreement. Bizinline shall be liable for the subcontractors' work and services in the same manner as for its own work and services.

2.7 The maximum number of Users and storage under a Subscription or a project under an Enterprise Subscription will be defined in the Order Form or on the web site.

3 Trial Services

3.1 Trial Services are provided strictly "as is". The Customer may use a Trial Service in a manner consistent with the terms and conditions of this Agreement, but Bizinline may, at its discretion, disable certain features of a Trial Service and enforce time limits on the Customer's right to use the same. In light of the fact that a Trial Service is provided free of charge, Bizinline disclaims all warranties, representations, and liabilities as set forth in this Agreement and Bizinline shall not be liable for damages of any kind related to the Customer's or User's use of a Trial Service.

4 Customer Obligations

4.1 The Customer shall always comply with the security and administrative regulations as notified in conjunction with registration, by e-mail, as made available on the web site, or in any other manner. The Customer shall also be responsible for notifying Users of such regulations and also the User's fulfillment regarding such regulations.

4.2 The Customer shall ensure that all details provided regarding the Customer's contact information, billing information and credit card information, where applicable, are correct and undertakes to update such information when changes to such information occurs.

4.3 The Customer shall be responsible for the activities conducted by the Customer and the User's within the Services and shall use the Services in compliance with national laws in conjunction therewith. All Content uploaded to, transferred through, publicly posted, processed or entered into the Services by the Customer and/or Users shall be the sole responsibility of the Customer.

4.4 The Customer shall be responsible for monitoring its Content and shall be liable vis-à-vis Bizinline for ensuring that Content transferred to or handled within the Services which is processed by the Customer and/or Users does not infringe any third party rights nor in any other manner violates governing legislation, and that the Customer and Users possess such necessary licenses from third parties as may be required in order to process the Content/use the Services.

4.5 The Customer undertakes to use the Services in such a manner that such use does not prevent or disrupt other computer communications or mobile telephone communications or prevent or disrupt the equipment employed in order to provide and use the Services.

4.6 The Customer is aware of and acknowledges that it is not permitted to use the Services in

order to gain material in violation of applicable national law.

4.7 The Customer undertakes not to use the Services in any manner which may result in the infringement of any third party's copyright, or which constitutes a dissemination of business secret, or may incite a third party to commit or participate in a crime, or may be understood as constituting a threat, or to use the Services in any other manner incompatible with the purpose intended.

4.8 The Customer undertakes not to provide access to the Services to anyone else than Users who have completed the registration form and thereby agreed to the Terms of Use. User accounts cannot be shared or used by more than one (1) individual User. The Customer is responsible for managing the Users right to use the System.

4.9 The Customer shall remain liable for the Users' use of the Services under this Agreement and ensure that Users perform their obligations towards Bizinline. To the extent the Customer is unable to perform an obligation on behalf of a User or is unable to cause the User to perform the same, the Customer shall instead indemnify Bizinline insofar as Bizinline incurs any loss, provided that such loss is related to the non-performance by the User of its obligations to Bizinline.

4.10 Furthermore, the Customer shall defend and indemnify Bizinline for any claim, suit or proceeding brought against Bizinline by Users and/or third parties that are connected to Content processed by Users/the Customer within the Services or for which the User/Customer is otherwise responsible, unless Bizinline is liable for such claim in accordance with the provisions of section 11, "Limitation of Liability", below.

4.11 The Customer is obligated to notify Bizinline regarding any suspected breach of these provisions.

5 Fees and Payment Terms

5.1 The Customer shall pay compensation for the Services in accordance with the fees set out in the Order Form or otherwise agreed. Notwithstanding the above, Bizinline is entitled to annually adjust its fees with the change in the Dutch CBS price index. The reference date is the day the Agreement came into effect. The change of the CBS price index is calculated from the reference date and December 31 each year.

5.2 All Services provided by Bizinline shall be debited to the Customer in advance for the subscribed number of User Licenses and the selected period (monthly, quarterly, bi-annually or annually) as agreed between the parties. The Customer may upgrade a Subscription at any time with additional User Licenses, additional storage, or additional services as provided. Such added User Licenses, storage, or services shall be coterminous with pre-existing User Licenses and services. For Enterprise Subscriptions, excess usage and storage (i.e. above the subscribed levels) during a particular billing period will be calculated and charged with an additional excess usage fee applied by Bizinline from time to time retroactively at the agreed billing frequency. Excess User License fees are calculated based on the highest number of excess Users/Company Users for each thirty-day period during the previous billing period.

5.3 Payment shall be made by the Customer against invoice or through use of a credit card

approved by Bizinline. Payment must reach Bizinline in full within thirty (30) days of the issue date of the invoice or credit card charge. Penalty interest shall be payable according to law. Bizinline shall be entitled to charge a fee for any payment reminders and reserves the right to send the same via e-mail to an invoice reference provided by the Customer. The Customer shall be responsible for the reasonable costs incurred by Bizinline when collecting overdue fees.

5.4 The Customer undertakes to make payment of invoices, in the currency stated on the invoice, into the account stated on the invoice.

5.5 Bizinline may temporarily disable the Customer's and the Users' access to the Services in the event the Customer has overdue payments in excess of twenty (20) days. In addition, Bizinline may terminate a Subscription, delete and destroy the Customer's Content and to immediately terminate this Agreement in the event of overdue payments in excess of fifty (50) days.

5.6 In the event of early termination of a Subscription, the Services or the Agreement, the Customer shall not be entitled to a refund of any prepaid fees.

6 Ownership

6.1 Bizinline shall hold title to any and all intellectual property rights and technical solutions to the Services or, in the alternative, shall possess a sole right to use the same. Such intellectual property rights and technical solutions may only be used by the Customer in the manner stated in this Agreement. Under no circumstances shall the Customer or a third party acquire any intellectual property rights to the Services or to the software or technical solutions used in the Services, or to any trademark or any other business mark belonging to or used by Bizinline. Access to the Services is licensed, not sold. In the event of an agreed case study or similar between Customer and Bizinline, all intellectual property rights to material produced, including but not limited to photos, quotes, interviews, videos, testimonials, under such work will belong to Bizinline and may at its sole discretion be used by Bizinline in the marketing of its services.

6.2 All Content uploaded to, transferred through, publicly posted, processed or entered into the Services by the Customer and/or Users shall remain the sole property of the Customer or its respective legal owner. Bizinline shall have no liability for such Content.

6.3 The Customer may not in any way modify, decompile, disassemble or reverse engineer the Services.

7 Customer Support, Training

7.1 Bizinline provides customer support by e-mail and telephone regarding Customers' enquiries in connection with use of the Services. Such support is provided on weekdays (excluding Dutch public holidays) during Bizinline's ordinary office hours and to the reasonable extent decided upon from time to time in detail by Bizinline.

7.2 Enquiries and/or error notices must be submitted to Bizinline by e-mail or telephone in accordance with the contact information available on the web site.

7.3 In the event the parties have agreed that the Customer should be provided training related to the Services, the parties shall mutually agree upon the time, date and location of training no later than twenty (20) days before such training shall take place. If not otherwise agreed, Bizinline shall be compensated by the Customer for direct costs incurred related to performing the training, such as traveling, allowance, etc. Bizinline shall have the right to assign the training to an acknowledged training partner at no additional cost to the Customer. Payment for training shall be made against invoice within thirty (30) days. It is the responsibility of the Customer to (a) to provide for a suitable location where the training can take place equipped with a computer connected to Internet and to a projector, and (b) to invite and make sure all relevant delegates will attend and to inform about the time, date, location and necessary preparations.

8 Personal Data, Privacy, Disclosure

8.1 In order for the Customer to be able to use the Services, the Customer must provide certain data to Bizinline regarding the Customer's representatives, including but not limited to full name, e-mail address, contact details and type of organization. Following receipt of such data, Bizinline will process the same using automatic data processing in order to enable Bizinline to administer and otherwise perform its obligations within the scope of the Services and to ensure that unauthorized persons do not gain access to the Services.

8.2 In addition, in order for the Customer to be able to use the Services, the Customer must also allow Bizinline to store and retrieve session information on the Customer's representatives' end terminal equipment, through the use of "cookies". The purpose of such storage and retrieval of information is to enable the necessary login/logout procedures used in the Services and to ensure that unauthorized persons do not gain access to the Services.

8.3 According to the Dutch Personal Data Act (Wet Bescherming Persoonsgegevens 2001), Bizinline, if necessary, shall obtain the consent of the Users to the processing of the relevant personal data by Bizinline. Bizinline is also obligated to provide information to the Users regarding the processing. The relevant provisions in this respect appear in the Terms of Use.

8.4 Bizinline, if necessary, shall obtain the consent of the Users to the purpose of storage and retrieval of information on the Users' end terminal equipment. The relevant provisions in this respect appear in the Terms of Use.

8.5 The Customer is aware of and acknowledges that Bizinline will obtain the consent of the Users according to sections 8.1 – 8.4 above. Customer shall use its best endeavors to ensure that such consent is given by the Users. A User that does not give its consent will not gain access to the Services. If third party applications are made available by Bizinline within the Services, Customer acknowledges that Bizinline may allow such third party application provider access to Content and personal data as required for the interoperation of such embedded or linked applications.

8.6 If Bizinline is considered to be a personal data assistant to Customer, Bizinline will accept such assignment based on the instructions and guidelines given by the Customer who has the

full responsibility for the registered data under the applicable national law.

8.7 Bizinline shall adopt sufficient technical systems and operational procedures to protect the privacy of the Customer and the Users. Bizinline's information gathering and dissemination practices are set forth in the Privacy Statement applicable from time to time, which is available on the web site.

8.8 The Customer accepts that Bizinline is not obliged to disclose information to Customer in respect of individual Users use of the Service.

8.9 The Customer agrees that Bizinline may disclose the fact that the Customer is a paying customer of Bizinline. In relation thereto, the Customer agrees that Bizinline may use the Customer's name and logo to identify the Customer as a customer of Bizinline on the web site, and as part of a general list of Bizinline's customers for use and reference in Bizinline's promotional and marketing literature.

9 Security, Passwords, etc.

9.1 The Customer shall ensure that User identities, passwords, and equivalent obtained by the Customer in conjunction with registration are stored and used in a secure manner and cannot be accessed and thereby used by third parties. The Customer shall be liable for any unauthorized use of the Services. Bizinline shall have no liability for any loss or damage arising from the Customer's failure to comply with these requirements.

9.2 Where it is suspected that any unauthorized person has become aware of a user identity and/or password, the Customer shall immediately inform Bizinline thereof and also change such user identity and/or password..

9.3 The Customer shall be liable for losses or damage incurred by Bizinline where the Customer intentionally or negligently reveals a user identity/password to a third party or where a user identity and password otherwise become known to an unauthorized party, unless the Customer notifies Bizinline immediately upon suspicion that such has occurred.

9.4 Bizinline shall adopt reasonable measures to ensure that the security of the Services meet relevant industry standards. Bizinline's security measures are set forth in the Security Policy as applicable from time to time, which is available on the web site.

10 Limited Warranty

10.1 Bizinline warrants to the Customer that the Services will perform substantially and materially in accordance with its documentation available on the web site, under normal use and circumstances, and for the purpose intended. This warrant does not apply to Trial Services.

10.2 Except for the express warranties set forth above and to the extent permitted by law, Bizinline expressly disclaims all other warranties with respect to the Services, whether express or implied, including without limitation, fitness for a particular purpose, accuracy or reliability of results from use of the Services, that the Services will meet specific requirements, that the Services will be uninterrupted, completely secure, free of software errors, or that defects and deficiencies in the Services will be corrected.

11 Limitation of Liability

11.1 Subject to the limitations set forth in this Agreement, each Party shall only be liable for direct damages.

11.2 In the event of major defects that seriously impede the Customer's use of the Services and that are attributable to Bizinline, Bizinline undertakes to act to rectify such defect without unreasonable delay. In the absence of intent or gross negligence by Bizinline, Bizinline otherwise assumes no responsibility for defects or deficiencies in the Services. Error notification must be given by the Customer in accordance with the instructions announced by Bizinline and within a reasonable time of the discovery of the defect.

11.3 The Customer shall not be entitled to a reduction in payment, or to damages or other sanctions in the event of operational disruption or errors that impede data traffic that are not due to negligence by Bizinline.

11.4 Bizinline shall defend and indemnify Customer from and against any damage, cost and expense (including reasonable attorneys' fees) incurred as a result of any claim, suit or proceeding brought against Customer based on a claim that the use of the Services furnished by Bizinline under this Agreement constitutes an infringement of any third party intellectual property right; provided that Bizinline has been notified promptly in writing of such claim, and given authority, information, and assistance to handle the claim or the defense of any suit, proceeding or settlement, and provided further that Bizinline shall have no obligations under this section 11 to the extent any claim is based on the combination or use of the Services with other software, hardware or services not furnished by Bizinline where the Services would not otherwise itself be infringing.

11.5 In the event that the Services in such suit or proceeding is held to constitute an infringement, or if in Bizinline's reasonable opinion the Services may constitute such infringement, and/or its further use is enjoined, Bizinline shall, at its own expense and at its option, either(i) procure for Customer the right to continue the use of the Services, or(ii) replace the Services with non-infringing services of materially equivalent function and performance, or(iii) modify the Services so that it becomes non-infringing without materially detracting from function or performance. Should none of these measures be technically, commercially or economically reasonable to Bizinline, then either party may terminate this Agreement. Upon such termination, Bizinline shall refund the amount of fees paid in advance in respect of not yet used Services.

11.6 Each party's liability under this Agreement shall, except for what is stated under 4, 9.3, 11.4, under all circumstances be limited to direct losses in an amount corresponding to the agreed fees paid by the Customer for the Services during the period of twelve (12) months immediately prior to the breach of contract that entitles a Party to damages. The foregoing shall not limit the Customers payment obligations under section 5 above.

11.7 In the absence of intent or gross negligence under no circumstances shall a party be liable for indirect or consequential losses, including but not limited to loss of profits or anticipated savings, loss of revenue, loss of Content or any other data.

11.8 A party may claim sanctions in accordance with the above only where the party provides the other party with a written notice thereof not later than sixty (60) calendar days after the party knew, or should have been aware, of the grounds for the claim.

12 Force Majeure

12.1 A party shall be released from liability in damages and other sanctions where the performance of a specific obligation is prevented or rendered onerous due to circumstances beyond a party's control and which could not reasonably have been foreseen. Such force majeure events include, inter alia, labour conflicts, lightning, fire, decisions of public authorities or other public regulations, errors in another operator's network, delays in services from subcontractors due to events as stated above, general scarcity of transport, goods, or energy, or other similar circumstances.

12.2 Where a party's performance is prevented for a period in excess of three (3) months due to an event as stated above, either party shall be entitled to terminate the Agreement in writing without any obligation to pay compensation.

13 Confidentiality, etc.

13.1 Bizinline undertakes not to disclose to any third party, or otherwise make available, information received by Bizinline from the Customer or Users within the scope of the Agreement. This confidentiality obligation shall not apply to such information as Bizinline can demonstrate became known to Bizinline other than pursuant to this Agreement or which is in the public domain. Nor shall the duty of confidentiality apply where a party is obligated to provide information pursuant to legal provisions, public authority regulations or court orders. The duty of confidentiality shall remain in force notwithstanding the termination of the Agreement.

13.2 Bizinline shall be entitled to review Content which is publicly posted through the Services' web publication features. Bizinline also reserves the right to analyze usage patterns in an aggregated form.

13.3 Except for Content mentioned above and other than pursuant to the Customer's instructions, legal provisions, public authority regulations or court orders, Bizinline shall not be entitled to review Content processed by the Customer via the Services.

14 Amendments

14.1 Bizinline reserves the right to amend the terms and conditions of this Agreement. The Customer shall be informed of such amendments by e-mail or through the information being made available on the web site. The Customer shall be deemed to have received such notice within two (2) weeks of the notice being sent by e-mail or made available on the Web Site. Where the Customer does not accept the amendment, the Customer shall be entitled, within thirty (30) calendar days from the date of dispatch of the e-mail or, where appropriate, thirty (30) calendar days from the amendment being published on the web site, provided that the changes have an adverse effect, that could not be considered as minor, on the Customer, to terminate the Agreement with immediate effect. Where the Agreement is not terminated by the Customer within the aforementioned time, the Customer shall be deemed to have accepted

the new terms and conditions.

15 Term of Agreement and Termination, etc.

15.1 This Agreement shall enter into force upon acceptance by the Customer of these terms and conditions through execution of this Agreement online during Subscription sign-up, or acceptance by the Customer of these terms and conditions in an Order Form, frame agreement, or in any other form.

15.2 Upon expiration of the Initial Term, this Agreement will be automatically renewed with successive renewal terms at Bizinline's then communicated current fees and terms and conditions. For Subscriptions, the Renewal Term is equal to the Initial Term or as otherwise stated in an Order Form or mutually agreed upon.

15.3 This Agreement can be terminated by either party subject to written or online notice of termination as stated below or in the Order Form, effective only at the end of the then current Subscription term and provided that all accrued and/or prepaid fees are paid in full. For Enterprise Subscriptions, if not otherwise agreed, notice of termination must be given in writing at least three (3) months prior to the end of the then current subscription term.

15.4 Upon termination of a Subscription or the Agreement, Bizinline shall not be responsible for the Content generated by the Users/Customer within the scope of the Subscription in question or the Services. Accordingly, it is the sole obligation of the Customer to ensure that it possesses the necessary back-up copies, etc. of the Content that it desires to retain when the Subscription is terminated.

15.5 Upon the active termination of a Subscription by the Customer, Bizinline shall be entitled to immediately delete and destroy all Content within the scope of the Subscription. In the event of expiration of the subscription term of a Subscription and in the absence of the Customer's renewal of the same, Bizinline shall be entitled to delete and destroy such Content thirty (30) calendar days following the expiration date.

15.6 Upon termination of a Subscription or this Agreement for any reason, Bizinline shall be entitled to and undertakes to permanently delete and destroy all copies of the Customer's Content related thereto within a timeframe reasonable relating to the back-up and administrative procedures applied by Bizinline from time to time.

15.8 Sections 11 and 13 shall survive any termination of this Agreement.

16 Access Restrictions, Premature Termination

16.1 Bizinline shall be entitled, with immediate effect, to disable the Customer's access to a Subscription or to the Services or to prematurely terminate the Agreement in writing where: (a) the Customer or a User uses the Services in a manner that entails the perpetration of a crime; (b) the Customer or a User uses the Services in a manner that occasions losses or the risk of loss for Bizinline or any third party; (c) the Customer or a User uses the Services in a manner that violates Bizinline's security or administrative regulations; (d) it may be reasonably assumed that continued dissemination of Content violates governing law; (e) notwithstanding reminders, the Customer fails to pay agreed fees to Bizinline within a stated time; (f) the

Customer or a User uses the Services in a manner whereby the Customer utilises resources or seeks unauthorised access to Bizinline's systems which are not intended for the Customer; (g) the Customer otherwise fails to comply with the Agreement and such breach of contract is material; or (h) the Customer is placed into insolvent liquidation or is otherwise insolvent.

16.2 The Customer shall be entitled to prematurely terminate the Agreement in writing where: (a) operational disruptions or data traffic errors occur to such an extent that the Customer does not have access to the Services during a period in excess of one (1) month; (b) Bizinline is in material breach of its obligations under the Agreement and fails to effect rectification within fourteen (14) days of a demand therefore; or (c) Bizinline is placed into insolvent liquidation or is otherwise insolvent.

17 Assignment

17.1 Bizinline shall be entitled, in whole or in part, to assign its rights and obligations under the Agreement to a company within the same de jure or de facto group of companies as Bizinline without the Customer's prior consent

17.2 Save for the provisions of section 2.5, the Customer shall not be entitled to assign its rights or obligations under this Agreement without Bizinline's prior written consent.

18 General Provisions

18.1 This Agreement has been prepared in the English language and the same shall be controlling in all respects. Any non-English versions of this Agreement are provided solely for accommodation purposes.

18.2 If any provision of this Agreement is declared unenforceable for any reason, the remainder of this Agreement will continue in full force and effect, and the unenforceable provision shall be amended to the extent possible and permitted by law to achieve as nearly as possible the same intent and economic effect as the original provision.

19 Governing Law and Disputes

19.1 This Agreement and the ensuing relationship between Bizinline and the Customer shall be construed in accordance with, and governed by, the laws of The Netherlands. The United Nations Convention on the International Sale of Goods shall have no application to this Agreement.

19.2 In the event of any dispute relating to this Agreement, the parties agree to initially make a full and good faith attempt to resolve such dispute by negotiation at an executive level, to the extent reasonable under the circumstances, prior to commencing court proceedings.

19.3 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered at the Arbitragereglement of the Dutch Internationale Kamer van Koophandel.

Terms of Use

The Terms of Use have to be accepted upon registering as a new user with Bizinline.com. By completing the user registration form (creating a user account) you agree to be bound by (i) the following terms and conditions ("Terms of Use") and (ii) any and all Agreements entered between Bizinline and Customer. Any limitations of Bizinline's obligations set out in Agreements between Bizinline and Customer shall also be fully applicable vis-à-vis the User.

1 Definitions

1.1 "Customer" means the individual or the legal entity who activates Services provided by Bizinline and assumes payment responsibility for the same vis-à-vis Bizinline.

1.2 "Content" means all visual, written or audible data, information or material including, without limitation: documents, spreadsheets, text messages, form entries, web pages, and similar material, which are uploaded to, transferred through, publicly posted, processed or entered into the Services by the User.

1.3 "Employer" means the legal entity entitled to ownership of the e-mail address used by the User upon registering and to which the User is associated through an employment relationship, consulting arrangement or similar circumstances. Employer shall not mean an Internet Service Provider (ISP) or similar provider even though such provider may be entitled to ownership of the e-mail address used by the User.

1.4 "Services" means the web services, all the User's tools in Bizinline, associated software, and other services related thereto provided to the User by Bizinline in accordance with this agreement and with the characteristics and features as described at www.bizinline.com from time to time.

1.5 "Trial Service" means a Bizinline account or Service, which is provided free of charge or which is under development or evaluation and is marked "free", "demo", "trial" or "evaluation" (or a similar designation).

1.6 "User" means the individual who registers a user account and gains access to the Services provided by Bizinline.

1.7 "Web site" means Bizinline's web site at www.bizinline.com

2 Services and Grant of Rights

2.1 Subject to these Terms of Use and the subscription agreement with Customer, Bizinline hereby grants to the User a non-transferable, non-exclusive, non-sub licensable limited term right to access and use the Services.

2.2 In the event the User accepts these Terms of Use and creates a user account using an e-mail address belonging to an Employer, such user account may be or may later become subject to additional terms and conditions resulting from the Employer's existing or future business relation with Bizinline. The User is aware of and acknowledges that the Employer, in such event, may effectuate actions that could change the nature of the Services provided to the

User or impose access restrictions on the User's access to the Services and Content. Such actions may include, without limitation, administrative actions by the Employer, instructions issued by the Employer to Bizinline and actions due, but not limited to, a reorganization, discontinuation of an employment or consulting relationship with the User.

3 User Obligations

3.1 The User shall comply with the security and administrative regulations as notified in conjunction with registration, by e-mail, as made available on the web site, or in any other manner.

3.2 The User undertakes, in conjunction with registration, to provide correct information regarding the User's identity and a correct and legitimate e-mail address.

3.3 The User shall be responsible for the activities conducted through use of the Services and shall ensure compliance with national laws in conjunction therewith. All Content uploaded to, transferred through, publicly posted, processed or entered into the Services by the User shall be the sole responsibility of the User.

3.4 The User shall be responsible for monitoring its user account and shall be liable vis-à-vis Bizinline for ensuring that Content transferred to or handled within the Services which is processed by the User and/or individuals invited by the User does not infringe any third party rights nor in any other manner violates governing legislation, and that the User possesses such necessary licenses from third parties as may be required in order to process the Content/use the Services.

3.5 The User undertakes to use the Services in such a manner that such use does not prevent or disrupt other computer communications or mobile telephone communications or prevent or disrupt the equipment employed in order to provide and use the Services.

3.6 The User is aware and acknowledges that it is not permitted use the Services in order to gain material in violation of law or material which in any manner contravenes generally accepted practices.

3.7 The User undertakes not to use the Services in order to obtain material which per se or if sent to another party might injure the reputation of a third party, or in any manner which may result in the infringement of any third party's copyright, or which constitutes a dissemination of business secret, or may incite a third party to commit or participate in a crime, or may be understood as constituting a threat, or to use the Services in any other manner incompatible with the purpose thereof.

3.8 The User undertakes not to provide access to the Services to anyone else than individuals who have completed the registration form and thereby agreed to the Terms of Use. User accounts cannot be shared or used by more than one individual User.

3.9 The User is obligated to notify Bizinline regarding any suspected breach of these provisions.

4 Personal Data, Privacy

4.1 In order for the User to be able to use the Services, the User must provide certain data to Bizinline, including but not limited to full name, e-mail address and contact details. In the event the User registers a user account following an invitation from another User or customer to Bizinline, such information may also have been provided to Bizinline by the inviting User or customer to Bizinline. Following receipt of such data, Bizinline will process the same using automatic data processing in order to enable Bizinline to administer and otherwise perform its obligations within the scope of the Services and to ensure that unauthorized persons do not gain access to the Services. As provided in section 6 "Confidentiality", Bizinline will not disclose to any third party any personal information pertaining to the User. Upon request, the User has the right to access the personal data related to the User. The User also has the right and the obligation to rectify such data.

Further information may be obtained by contacting the data controller, Bizinline BV, at the following address:

Bizinline BV
Drachmeweg 119A
2153 PA Nieuw-Vennep, The Netherlands +31 (0) 25 274 5103
info@bizinline.com

4.2 In addition, in order for the User to be able to use the Services, the User must also allow Bizinline to store and retrieve session information on the User's end terminal equipment, through the use of "cookies". The purpose of such storage and retrieval of information is to enable the necessary login/logout procedures used in the Services and to ensure that unauthorized persons do not gain access to the Services.

4.3 According to the Dutch Personal Data Act (Wet Bescherming Persoonsgegevens 2001), Bizinline must obtain the consent of the registered persons (i.e. the User) to the processing of the relevant personal data by Bizinline.

4.4 By accepting this agreement, the User explicitly consents to (a) the collection and processing by Bizinline of personal data as described above, (b) the storage of such data until the user account is terminated by the User, and (c) the storage and retrieval of information on the User's end terminal equipment as described above.

4.5 Bizinline shall adopt reasonable measures to protect the privacy of the User. Bizinline's information gathering and dissemination practices are set forth in the Privacy Statement applicable from time to time, which is available on the web site.

5 Security, Passwords, etc.

5.1 The User shall ensure that identities, passwords, and equivalent obtained by the User in conjunction with registration are stored and used in a secure manner and cannot be accessed and thereby used by third parties. The User shall be liable for any unauthorized use of the Services. Bizinline shall have no liability for any loss or damage arising from the User's failure to comply with these requirements.

5.2 Where it is suspected that any unauthorized person has become aware of the user identity

and/or password, the User shall immediately inform Bizinline thereof.

5.3 The User shall be liable for losses or damage incurred by Bizinline where the User intentionally or negligently reveals the user identity/password to a third party. The User shall furthermore be liable for losses or damage incurred by Bizinline where the user identity and password otherwise become known to an unauthorized party, unless the User notifies Bizinline immediately upon suspicion that such has occurred.

5.4 Bizinline shall adopt reasonable measures to ensure that the security of the Services meet relevant industry standards. Bizinline's security measures are set forth in the Security Policy as applicable from time to time, which is available on the web site.

6 Confidentiality, etc.

6.1 Bizinline undertakes not to disclose to any third party, or otherwise make available, information received by Bizinline from the User within the scope of this agreement. "Third party" in this section shall not mean the Users who have access to the same Bizinline account, unless the Users' authorization and access to the account is specifically restricted by the User.

7 Amendments

7.1 Bizinline reserves the right to amend these Terms of Use at any time without prior notice. The User shall be informed of such amendments by e-mail or through the information being made available on the web site.

8 Terms and Termination

8.1 These Terms of Use shall enter into force upon acceptance by the User through execution of the Terms of Use online in conjunction with registration. These Terms of Use shall remain in full force for an indefinite term until such time that the Bizinline account and the user account are closed.

8.2 Upon termination of a Bizinline account, the Agreement with Customer or these Terms of Use, Bizinline shall not be responsible for the Content generated within the scope of the Bizinline account in question or the Services. Accordingly, the User must ensure that the User possesses the necessary back-up copies, etc. of the Content that the User desires to retain.

9 Access Restrictions, Premature Termination

9.1 Bizinline shall be entitled, with immediate effect, to disable the User's access to a Bizinline account or to the Services or to prematurely terminate this agreement where: (a) the User uses the Services in a manner that entails the perpetration of a crime; (b) the User uses the Services in a manner that occasions losses or the risk of loss for Bizinline or any third party; (c) the User uses the Services in a manner that violates Bizinline's security or administrative regulations; (d) it may be reasonably assumed that continued dissemination of Content violates governing law; (e) the User uses the Services in a manner whereby the User uses resources or seeks unauthorized access to Bizinline's systems which are not intended for the User; or (f) the User otherwise fails to comply with the above and such breach of contract is material.

10 Assignment

10.1 The User shall not be entitled to assign his/her rights or obligations under these Terms of Use.

11 General Provisions

11.1 These Terms of Use have been prepared in the English language and the same shall be controlling in all respects. Any non-English versions of these Terms of Use are provided solely for accommodation purposes.

11.2 If any provision of these Terms of Use are declared unenforceable for any reason, the remainder of the terms will continue in full force and effect, and the unenforceable provision shall be amended to the extent possible and permitted by law to achieve as nearly as possible the same intent and economic effect as the original provision.

12 Governing Law and Disputes

12.1 These Terms of Use and the ensuing relationship between Bizinline and the User shall be construed in accordance with, and governed by, the laws of The Netherlands.

12.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered at the Arbitragereglement of the Dutch Internationale Kamer van Koophandel. The language to be used in the arbitral proceedings shall be English.

Legal Disclaimer

The Legal Disclaimer clarifies the terms and conditions under which information is provided on this web site.

The purpose of this web site is to provide users with information about the Bizinline.com web service. Though we believe this information to be accurate at the time of its posting, there may be omissions or inaccuracies in this information.

Bizinline is not responsible for any errors or omissions in the information contained in this web site, or for the results obtained from the use of any information contained herein. All information on this web site is provided "as is", with no guarantee of completeness, accuracy, timeliness, or of the results obtained from the use of this information. Bizinline makes no warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability or fitness for a particular purpose. Bizinline also makes no representations or warranties with respect to the accessibility or availability of the web site to any user. In no event will Bizinline, its affiliated entities, or their officers, directors, partners or employees be liable to any party for any damages of any kind whatsoever, including consequential damages, arising from any use of or inability to use this web site, or any information provided herein, or decision made or action taken in reliance upon such information, even if advised of the possibility of such damages.

Certain links in this web site connect to other web sites maintained by third parties. Bizinline has no control over these web sites or the information, or the goods or services provided by such third parties. Bizinline shall have no liability for any use or reliance of a user on these third party web sites. Bizinline reserves the right to make changes and/or updates with respect to the information, products and services referred to in this web site at anytime without notice.