

End User License Agreement of the Sendsteps plug-in

The Sendsteps plugin (patent pending) is made by Sendsteps BV. Read the License Agreement carefully.

Article 1 Definitions

In these general conditions, the following terms are used in the following meanings, unless otherwise is indicated or the context indicates otherwise:

- a. Sendsteps: the user of these general conditions: Sendsteps Inc. acting under the name Sendsteps, located at the Paalbergweg 11 at Amsterdam, registered at the Chamber of Commerce under number 34307436;
- b. Customer: the customer itself or legal person who has an agreement with Sendsteps;
- c. Agreement: any agreement which is established between Sendsteps and the customer, every change or addition thereto, as well (legal) actions involving the preparation and implementation of the agreement;
- d. Product: the thing that is the subject of the agreement;
- e. Services: the website and all other products and services which Sendsteps makes available to the customer, for example in addition to the software;
- f. Software: by Sendsteps distributed software, including all future versions, improvements, developments, program fixes, updates and upgrades, such as but not limited to, software for communication applications to create interaction with audience;
- g. Website: the website of Sendsteps www.sendsteps.com

Article 2 General

2.1 These terms and conditions are applicable to any agreement between Sendsteps and the customer for which Sendsteps has stated these conditions, for so far as these parties have not expressly deviated from these terms and conditions in writing or electronically (by e-mail).

2.2 The present conditions are also applicable to all agreements with Sendsteps, for which third parties should be involved.

2.3 Any exceptions to these terms and conditions are only valid if both parties, in writing or electronically, expressly agreed.

2.4 The applicability of any purchase or other requirements from the customer is expressly rejected.

2.5 If one or more provisions in these terms and conditions are void or are determined as void, the remaining provisions of these terms and conditions are fully applicable. Sendsteps and the customer will then engage in a dialogue to develop and agree upon new rules to replace the invalid or void provisions, where if possible and for as much as possible the intent of the original provision is respected.

Article 3 Offers and tenders

3.1 All offers are non-committal, unless the offer contains a term of acceptance.

3.2 Sendsteps is only bound to tenders if the acceptance by the customer is confirmed within 30 days and the conformation has to be in writing or electronically. The customer is responsible for the accuracy and completeness of the information which is given by him or on his behalf to Sendsteps on which Sendsteps bases its offer.

3.3 If the acceptance (by subordinate items) deviates from the offer given, Sendsteps is not bound to that offer. The agreement which is not in accordance with this deviating acceptance will not be accepted.

3.4 A combined offer does not oblige Sendsteps to conduct a portion of the agreement at a corresponding part of the specified price.

3.5 Offers or tenders do not apply automatically for future agreements.

3.6 Sendsteps has the right, with giving reasons, not to accept orders.

3.7 Obvious errors or mistakes on the website, in leaflets, in publications, in offers and in indicated information does not bind Sendsteps.

Article 4 Intellectual Property

4.1 All rights of intellectual property to all developed or made available software, indicated information such as analysis, design, documentation, reports, quotations, as well as preparatory material, are based solely to Sendsteps or its licensors. The customer obtains solely the using rights and the licenses which are provided by the general conditions or otherwise expressly granted and for the remainder he will not reproduce or copies the software or other material.

4.2 The customer acquires only a limited, personal, non-commercial, non-exclusive, non-sublicensable, non-transferable license for free download, install and use of the software on his computer, with the sole purpose of the applications that explicitly by Sendsteps have been delivered. The customer will not reproduce or copy the software. Only for internal use, such as creating a back-up, the customer is allowed to make a limited number of copies.

4.3 The license is not transferable. The customer is not allowed to sell, rent, sublicense, dispose or grant limited rights to the

software. It is also not allowed to make the software available to a third party or give a third party whether or not remotely access to the software.

4.4 The customer is aware that the available software and other material contain confidential information and trade secrets of Sendsteps or its licensors. The client must keep this software and materials secret, not disclose to third parties or give it in use and only use this software for the purpose for which it is made available to him. A third party also included all persons employed in the organization of the customer who not necessarily uses the software, equipment and / or other materials.

4.5 The customer is not allowed to remove or modify any indication regarding copyrights, trademarks, trade names or other intellectual property rights of the software, equipment or materials. This includes indications about the confidentiality and secrecy of the software.

4.6 The customer will not change, create derivative works, translation, reverse engineering, decompile, disassembly or hacking of the software or attempt, cause, permit or approve any part of that, except if permitted by law.

4.7 The customer is not allowed to use the available software for a purpose other than for which it is delivered.

4.8 Undiminished to the conditions specified in these general conditions, Sendsteps keeps the rights and license for those which are entitled to Sendsteps which is stated in the Copyright Act.

4.9 As long as no further arrangements are made, Sendsteps has the freedom to use the supplied product for her own publicity or promotion.

Article 5 Implementation of the Agreement

5.1 Sendsteps will work to the best ability and act as a careful professional.

5.2 If necessary and if it is required for a good implementation of the agreement, Sendsteps has the right to have certain work done by third parties.

5.3 Sendsteps is committed only to (further) implementation of the agreement if the customer has provided the by Sendsteps desired data and information. This data and information has to be in the form and manner as desired by Sendsteps.

5.4 Sendsteps is at any time without prior notice entitled to (temporarily) block access to the product or (temporarily) turn certain functions of the product off, in order to be able to perform necessary maintenance or perform (necessary) updates / improvements to the product. The customer has, when the product is temporary unavailability and when it is not unreasonably long, no right for any compensation from Sendsteps. Sendsteps will strive to make in these cases the nuisance to an absolute minimum and will – if possible – inform the customer timely.

5.5 Sendsteps is always entitled to request the customer for sufficient guarantee for the fulfillment of his (whether or not future) commitment(s). Sendsteps shall be entitled to suspend the implementation or further implementation of the agreement until the requested guarantee is met.

5.6 Sendsteps reserves the right in its sole discretion to add additional features or program adjustments, updates and upgrades to the software. Sendsteps is not obliged to make follow-up versions of the software available to the customer. If the customer wants to download, install or use a new version of the software, the customer will have to accept a revisited version of these terms and conditions.

Article 6 Software Development

6.1 Parties will specify in writing which software will be developed and how this will be done. Sendsteps will perform the development with care based on the data provided by customer. The customer is responsible for the accuracy, completeness and consistency of the data.

6.2 Sendsteps shall be entitled but not obliged to investigate the accuracy, completeness and consistency of the data or specifications made available to him and, if any imperfections is found all work which was agreed upon is suspended until the customer has the imperfections removed.

6.3 Notwithstanding the provisions of Article 4 gives the customer the right to use the software in its business or organization. If and to the extent expressly agreed in writing, the source code of the software and in the development of the software produced technical documentation can be made available to the customer and the customer is allowed to make changes in the software.

6.4 Sendsteps has the right to make use of open source components.

Article 7 Amendment of the Agreement

7.1 If during the implementation of the agreement is shown that for a proper implementation it is necessary to amend or supplement the agreement, the parties will in time changes the agreement for of which it is necessary.

7.2 If both parties agree that the agreement is amended or supplemented, the timing of completion of the execution can be affected. Sendsteps will inform the customer as soon as possible about this.

7.3 If the change or addition will have financial and / or qualitative consequences, Sendsteps will inform the customer about this in advance.

Article 8 Obligations of the Customer

8.1 The client shall ensure that all data, equipment and premises, which Sendsteps indicates that they are necessary or the customer can reasonably understand that they are necessary for the execution of the agreement, will be timely provided to Sendsteps.

8.2 If the client makes software, telecommunications facilities, websites, materials, databases or data on a medium to Sendsteps available, they would meet the specifications prescribed by Sendsteps. Sendsteps shall never be liable for any damages or costs due to transmission errors, failures or non-availability of these facilities, unless the customer proves that such damage or costs are results from intentional or grossly debt by Sendsteps.

8.3 The customer will ensure the proper functioning of its equipment used for accessing and using the product.

8.4 The customer must inform Sendsteps immediately about facts and circumstances relating to the implementation of the agreement which may be of interest.

8.5 The customer should withhold from any behavior which makes it impossible for Sendsteps to properly implement the agreement.

8.6 The contents of the results achieved through the use of the software, is entirely under the responsibility of the person who receives this content. The customer accepts that by using the software and services the customer may be exposed to content that is offensive, indecent or unwanted, and that the customer uses the software and services at own risk.

8.7 The customer shall indemnify Sendsteps for possible claims by third parties, who suffer damage from the agreement and which is attributable to the customer.

8.8 The customer should use the software only for lawful purposes. The customer is not allowed:

- a. to capture or monitor communications, or damage or change communication that is not intended for the customer;
- b. to use spiders, viruses, worms, Trojan horses, time bombs or other codes or instructions that are designed to disrupt, delete, damage or dismantle the software or communication.
- c. to use material or content on which intellectual property rights of third parties apply, unless the customer has a license or permission from the owners of those rights.

8.9 The customer shall indemnify Sendsteps with all claims, liabilities and expenses, including attorney fees, and defends itself from claims arising from or connected with:

- a. a breach or act contrary to the agreement, these general conditions and the law by the customer;
- b. violation of rights of third parties by the customer;
- c. use or abuse of the software by the customer.

8.10 The customer shall always immediately notice Sendsteps in written form of any changes in name, address, email and if necessary, his Bank account number.

8.11 The customer shall refrain from storing and / or disseminating material that is prohibited by law. Besides that, Sendsteps does not allow unsolicited text messages. The customer must adhere to the Personal Data Protection Act.

8.12 Without the consent of Sendsteps the customer is prohibited by Sendsteps to provide username and password or user names or passwords to any third party.

8.13 The customer declares by delivering material to Sendsteps, that all material which is delivered is free of rights of third parties, or the customer has permission that Sendsteps can use the material.

Article 9 Delivery and time of delivery

9.1 The delivery times specified by Sendsteps must not be considered as a strict time limit.

9.2 In a case that any offer, or confirmed, time of delivery is exceeded, it is only possible to make a reproach to Sendsteps if the exceed is due to Sendsteps.

9.3 In the case that an agreement with Sendsteps and the customer is exceeded due to an event, which is in fact beyond its power and cannot be attributed to Sendsteps or as a result of an event, as further described in Article 19 of these general conditions, the term is automatically extended for the period that the agreement was exceeded.

9.4 The customer is obliged to accept the delivered products. If the customer remains in default, then the resulting costs are on his behalf.

9.5 Any shipping or transportation costs are charged separately to the customer.

Article 10 Risk transition

The risk of loss or damage of products subject of the agreement, goes to the customer at a time when these are legally and / or actually delivered to the customer and hereafter are in the power of the customer or to a third party which is indicated by the customer.

Article 11 Tariffs and tariff change

11.1 The tariffs are excluding VAT.

11.2 If rates rise during the period between entering into the agreement and its implementation, the customer is entitled to dissolve the agreement within 10 business days after notice of the tariff increase by Sendsteps.

11.3 Tariff change after the establishment of the agreement as a result of a legislation or provision is permitted and is not a reason for dissolving the agreement.

Article 12 Payment

12.1 Payment must be made within 30 days after the invoice date and at least 7 days before the first use of product and / or service, on a by Sendsteps given way and in the currency in which is declared.

12.2 If the customer does not pay within 30 days, then the customer is automatically in default. According to the law, the customer has to pay interest. The interest on the amount payable will be calculated from the time the customer is in default until full payment of the invoice. If the customer after a default notice and after continues to satisfy the claim, the claim, Sendsteps can from hands, in which case the customer than has to pay the total amount and legal interest and also the costumer has to pay all judicial and extrajudicial costs.

12.3 In case of liquidation, bankruptcy, seizure or suspension of payment of the customer are the reclamations of Sendsteps on the costumer immediately claimable.

12.4 A payment by the customer seeks primarily for the satisfaction of the recovery costs incurred by Sendsteps, then the interest and finally the capital sum.

Article 13 Retention of title and retention

13.1 All by Sendsteps delivered matters, also including designs, sketches, drawings, films, software, (electronic) files, etc., remain the property of Sendsteps until the costumer have met all obligations under all contracts with Sendsteps.

13.2 If third parties seize property of retention of title delivered business or rights to establish or exercise, the customer is obliged to inform Sendsteps as soon as reasonably may be expected on the issue.

13.3 The customer is not entitled under the falling property matters pledge or in any other way concerns.

13.4 The customer is obliged under delivered the retention of title to insure and keep insured against fire, explosion- and water damage as well as against theft. The policy of this insurance has to be given for inspection on the first request by Sendsteps.

13.5 Delivered products by Sendsteps, which are stated under the subject of paragraph 1 of this article which fall under the retention of title, are only allowed in the normal course of business to be sold and must never be used as currency.

13.6 In the event that Sendsteps will exercise the in this article designated property rights, the customer will give unconditional and irrevocable consent to Sendsteps or by third parties in order to identify all these sites and locations where the property of Sendsteps is located and take these properties back.

13.7 Sendsteps can within the framework of the received agreement or generated business, products, property rights, information, documents, databases keep it among it selves, despite an existing obligation to issue until the customer has paid all amounts to Sendsteps.

Article 14 Cancellation

The customer is entitled to cancel an agreement before Sendsteps has started with the implementation of the agreement, provided that he reimburses damage. Under this damage can be understood losses and lost profits by Sendsteps and in any case the costs Sendsteps has already made for preparation, including those of reserved capacity, purchased materials, relied on services and storage. Cancellation within the period of 1 week before the execution brings a compensation of 50% of the total with it.

Article 15 Termination and suspension

15.1 Sendsteps is empowered to dissolve the agreement if the customer does not or does not fully comply the obligations of the Agreement.

15.2 Sendsteps is empowered without judicial intervention to suspend its obligations or to limit or terminate the use of the software and services or remove the customer's account if:

- a. after the conclusion of the agreement Sendsteps information came across that gives a good reason to fear that the customer will not fulfill his obligations. In case there is good reason to fear that the customer only partially or not will fulfill his obligations, the suspension is only allowed as far as the shortcoming justifies;
- b. the customer at the conclusion of the agreement was requested to secure the fulfillment of his obligations under the agreement and that this security not have been provided (yet) or is inadequate;
- c. the customer fails to comply with the provisions of the agreement, these general conditions and the law;
- d. the customer violates intellectual property rights of third parties;

- e. the customer engages in fraudulent, immoral or illegal activities;
- f. the customer has requested suspension of payment or this is granted, if the customer is declared bankrupt or a request is filed, if the customer is unable to meet its debts, if the customer is going on to termination or liquidation of his company, if the customer is declared incapacitated, or if a administrator or liquidator is appointed;
- g. circumstances arise of such a nature that fulfillment of the contract is impossible or that to standards of reasonableness and fairness it can no longer be demanded or if other circumstances arise of such a nature that an unaltered conservation of the agreement cannot reasonably be expected.

Article 16 Effects of termination of the agreement

After termination of the agreement:

- a. all licenses and rights to use the software will cease immediately and the customer should immediately stop using any form of the software;
- b. is the customer obliged to remove the software immediately from all hard drives, networks and other storage media and has to destroy all copies of the software in his possession or under his management.

Article 17 Complaints and prescription

- 17.1 Complaints have to be filed properly within 10 days after the complaint is discovered or reasonably could have been discovered by the customer to Sendsteps.
- 17.2 If a complaint is well founded, Sendsteps will fulfill its obligations as agreed upon, unless this has become demonstrably meaningless to the customer. This has the customer to expose to Sendsteps in written form.
- 17.3 If fulfillment of the agreement is not possible or appropriate any more, Sendsteps will only be liable within the limits of Article 18 of these general conditions.
- 17.4 All claims against Sendsteps that are not submitted in writing to Sendsteps within 1 year after their emergence, will expire.

Article 18 Disclaimer of warranty and liability

- 18.1 The software is provided "in its current state" with no warranty. Sendsteps offers no warranty on the software. Sendsteps therefore cannot guarantee that the software works without interruptions and / or delays.
- 18.2 Sendsteps is not liable for damages of any kind, because Sendsteps is preceded by the client provided false and / or incomplete data, unless this inaccuracy or incompleteness had to be known by Sendsteps.
- 18.3 Sendsteps is not liable for damage to the client or third parties arising from an act or omission by the customer or client enabled by third parties.
- 18.4 Sendsteps is not liable for damages of any kind caused by the customer which did not comply with its obligations which follow from the agreement, these general conditions or the law.
- 18.5 The use of the software is made on behalf of the customer. Sendsteps is in no way responsible for the suitability of the software for any purpose or use.
- 18.6 In no case Sendsteps is liable for damage caused or caused by the client who used the software for a purpose other than for which it is purchased.
- 18.7 If the customer or a third party changes the by Sendsteps delivered and / or installed software, Sendsteps closes all liability regarding the operation and any (consequential) damages.
- 18.8 Sendsteps shall never be liable for any damages or costs due to transmission errors, failures or non-availability of software and / or databases and / or other computer facilities.
- 18.9 Sendsteps accepts no liability if in against the advice of Sendsteps, the client insists that there is some work to find passage.
- 18.10 Sendsteps shall never be liable for indirect damages, including consequential damages, lost profits, lost savings and damage due to business interruptions.
- 18.11 Sendsteps shall never be liable for any damages of any kind suffered by the customer associated with the (non) functioning of software and / or equipment of the customer.
- 18.12 Sendsteps shall never be liable for making new versions of the software available to customer or the decision to make a new version not available to the customer.
- 18.13 The customer indemnifies Sendsteps to a third party for any claims for damages as a result of a defect in a product or system which has been delivered by the customer to third party and which co-exist of products, material or results delivered by Sendsteps, except if the customer proves that the damage is caused by these products, materials or results.
- 18.14 Sendsteps is only liable for a compensation of an injury of whatever kind and from any cause, when the amount of damage not exceeds the damage at which they are insured for. If the insurance company for any reason does not pay the damage, or the damage is not covered by the insurance company, the liability is limited to no more than the invoice value of the contract.

Article 19 Force Majeure (or maybe circumstances beyond one's control)

19.1 Force majeure applicable to Sendsteps is when Sendsteps is impeded in her obligations under the Agreement or is impeded in the preparation due to: war, the risk of war, rebellion, revolution, molest, fire, water damage, flood, governmental action, import and export barriers, defects in materials (which is included computers and other telecommunication), non-availability of materials (which is included computers and other telecommunication), strikes, blockades, sit down strike, irreplaceable personnel, transport difficulties caused by weather and traffic jam, everything in the company of Sendsteps or in the company of the customer as in the company of third parties who are involved in the agreement.

19.2 Force majeure shall also include a deficiency of subcontractors to Sendsteps so Sendsteps cannot fulfill or cannot fulfill on time its commitments.

19.3 When the force majeure situation on the side of Sendsteps takes longer than 1 month, the parties have the right to dissolve the agreement.

19.4 When Sendsteps at the time of the occurrence of force majeure a part of its obligations under the agreement has fulfilled or will fulfill, and to fulfill respectively to meet partly independent value, Sendsteps is entitled to separately invoice the work already done. The customer shall pay such invoices as if it were a separate agreement.

Article 20 Duration and termination of a one year contract

20.1 The agreement for the services provided (under one year contract) is for a minimum period of 12 months. Unless otherwise is agreed in writing, the agreement is always tacitly extended for a period of 1 year in the absence of a written denunciation.

20.2 The agreement in services can only be terminated in writing or by e-mail, with a notice period of 2 months. The termination is valid if it is confirmed by Sendsteps.

Article 21 Restitution of available affairs

21.1 If Sendsteps has made products available to the customer in the implementation of the agreement, the customer is obliged to return these matters within 14 days after termination of the agreement in original condition, complete and free from defects.

21.2 If the customer, for whatever reason after notice defaults to the in paragraph 1 of this article obligation, Sendsteps has the right to claim the resulting damage and costs, including the cost of replacement.

Article 22 Secrecy

22.1 Both parties are obliged to keep all information obtained in the course of their agreement from each other or from another source confidential. Information is considered confidential if it is described by the other party or when it arises from the nature of the information. The party that receives confidential information will use it only for the purpose for which it has been provided.

22.2 If, by virtue of a statutory provision or a judicial ruling, Sendsteps must provide confidential information to a by law or by the competent court designated third party, and Sendsteps has not a legally or by the competent court approved or permitted by law right to not give evidence, then Sendsteps is not accountable for damages or compensation and is the customer not entitled to rescind the agreement on the basis of any damage which is caused by these actions.

Article 23 Transfer to third parties

The customer is not permitted without written permission from Sendsteps to transfer the rights and obligations that follow from this agreement or from these general conditions to third parties.

Article 24 Final Provisions

24.1 Always the version of the terms and conditions as applicable at the time of the conclusion of the agreement applies, unless the customer after the agreement accepted the application of a revised version of the terms and conditions.

24.2 The parties will first appeal to the court after they have made to the extreme of a dispute in mutual consultations.

24.3 At any agreement between Sendsteps and the customer is the Dutch law applicable.

24.4 All disputes relating to agreements between the customer and Sendsteps will be submitted to the competent judge in the district where Sendsteps is located.