

# General Terms and Conditions

Version: 2023-12-23

These Terms and Conditions, together with our [Terms of Use](#), [Jurisdiction Specific Terms](#) and [Pricing Page](#) apply to the provision of Subscription Services via our Platform, as defined herein below.

## 1 Definitions and interpretation

1.1 The following definitions and rules of interpretation in this clause apply in these Terms and Conditions:

**Account:** the entity created by a User upon registration to access and use the Platform and Subscription Service(s). An Account contains the settings, content and data associated with the Client's use of the Platform;

**Admin User:** a User with administrative privileges within an Account, authorised to manage Account settings, manage other Users and enter into and manage the Agreement on behalf of the Client;

**Agreement:** the contractual relationship established between the Client and Leat, which is governed by these Terms and Conditions, under which Leat will provide Subscription Services to the Client;

**Client:** the natural or legal person that registers for and owns an Account on the Platform and/or orders a Subscription Service. Actions taken by Users on behalf of the Account are deemed to be actions of the Client;

**User:** the natural person authorised by the Client to access and manage the Account, Platform and/or Subscription Service(s) on behalf of the Client;

**End User:** an individual who interacts with the Platform through applications and tools provided by the Client. End Users are not parties to the Agreement;

**Intellectual Property Rights:** any and all present and future (worldwide) intellectual property rights that may reside in, be contained in, arise from or relate to the Subscription Services and/or the Platform, whether or not disclosed, including but not limited to copyrights (including all disclosure and reproduction rights), trademarks, designs, patents, know-how, domain names, trade names, neighbouring rights, trade secrets, methods and database rights, rights to use the name Leat, including grants and renewals of such rights and all equivalent rights or forms of protection that exist or will arise, whether registered, filed, submitted or applied for that may reside in, be contained in or arising from the Subscription Services and the Platform;

**Order Form:** the (online) form provided by Leat to the Client to subscribe for one or more Subscription Services;

**Parties:** the Client and Leat, each individually or together;

Leat: entity as specified in our [Jurisdiction Specific Terms](#).

Platform: the platform(s), which is software provided by Leat as a service, through the (web)application of Leat, excluding any integrations between the Platform and third-party software;

Subscription Service(s): the products and services to be provided by or on behalf of Leat as described in the Order Form, including but not limited to the use of the Platform by the Client, User and End User;

Terms and Conditions: these general terms and conditions, of which the latest applicable version is published on the Website;

Website: <https://www.leat.com> or any other website of Leat that provides access to the Platform and the Subscription Services.

- 1.2 Unless expressly stated otherwise in these Terms and Conditions:
  - a. words in the singular include the plural and in the plural include the singular;
  - b. references to clauses are references to the clauses of the Terms and Conditions.
- 1.3 Leat's rights and remedies as set out in these Terms and Conditions are in addition to its other rights and remedies pursuant to the applicable law and the Agreement.

## **2 Applicability**

- 2.1 These Terms and Conditions form an integral part of the Agreement and apply to all requests, offers and quotations made by Leat to a third party in respect of the performance of the Subscription Services. By agreeing to the Order Form, the Client accepts and agrees to be bound by these Terms and Conditions.
- 2.2 The person entering into the Agreement with Leat, will be considered to have the authority to act on behalf of the Client, whether as employee or other authorized party, and will be responsible for any use of the Account provided by Leat in connection with the Subscription Service. The person entering into the Agreement represents and warrants to have the full power and authority to enter into this Agreement on behalf of the Client.
- 2.3 The Client must be at least eighteen (18) years of age or legally competent to enter into contracts under the laws of the jurisdiction in which the Client resides in order to register an Account on the Website and to order a Subscription Service.

## **3 Provision of the Platform and the Subscription Services**

- 3.1 Under the Agreement, Leat will provide various Subscription Services to the Client, including the use of the Platform by the Client and End User. The specific Subscription Services to be provided to the Client will be described in the Order Form.
- 3.2 As soon as the Agreement comes into effect, Leat will provide the Client and Users access to the Subscription Services.

- 3.3 The Platform and the Subscription Services are provided on an 'as-is' basis. This means that the Platform and the Subscription Services will be provided to all Clients uniformly and with the same standard functionalities, unless the Parties have explicitly agreed otherwise in writing. The Client acknowledges and agrees that the Subscription Service only includes the functionalities as provided by Leat.
- 3.4 The functional and technical (including security) specifications for each Subscription Service are available on the Website or upon request. Leat reserves the right to modify or replace the Subscription Service with a service of similar functionality before or during the term of the Agreement.
- 3.5 The use of the Platform is subject to specific system requirements, including supported browser versions and operating systems, as determined by Leat. These requirements will be communicated to the Client upon request and may be subject to change. The Client is responsible for the presence of one (or more) functioning device(s), hardware and/or a functioning and stable internet connection that meet these requirements.
- 3.6 If the Client uses an integration, including but not limited to an interface, API or other link, between the Platform and third-party software, the Client is responsible for this integration, including but not limited to associated fees, compatibility, maintenance, and any impact on the functionality of the Platform or Subscription Services. Leat may not be involved in the development, support or management of (third-party) integrations, unless explicitly agreed otherwise in writing. Leat cannot be held liable for any issues, damages or losses resulting from the use of (third-party) integrations.
- 3.7 Any set time frames, terms and deadlines related to the provision of the Platform and the Subscription Services by Leat are purely of an indicative nature, unless explicitly agreed otherwise in writing. A breach of such time frames, terms or deadlines by Leat will not constitute a breach of the Agreement.

#### **4 Service levels**

- 4.1 Leat will use reasonable efforts to make the Platform available 24/7. However, the Client acknowledges and agrees that failures, limitations, defects and interruptions may occur and such events do not constitute a breach of the Agreement by Leat. Leat will strive to restore the availability of the Platform as soon as possible.
- 4.2 Leat may temporarily limit the access and use of the Platform and/or interrupt the Subscription Services if Leat finds this necessary for:
- a. the (protection of the) security and/or the integrity of Platform and/or the Subscription Services;
  - b. maintenance purposes;
  - c. recovery of a defect or breach;
  - d. recovery of an interruption or other defect; and/or
  - e. the change or improvement of Leat's or its suppliers computer systems.
- 4.3 In case technical support is needed, the Client may contact Leat for support. Leat will use its reasonable efforts to respond as soon as possible. Leat's technical support is

limited to issues related to the Platform and Subscription Services. This technical support does not extend to (third-party) integrations, third-party software or issues outside of Leat's control, such as hardware issues or network connectivity problems (for example, wifi disruptions).

## **5 Obligations of the Client**

- 5.1 The Client is responsible for its use of the Platform and for the manner in which the Platform and Subscription Services are used for its business purposes. The [Terms of Use](#) apply to the use of the Platform and form an integral part of the Agreement between the Client and Leat. The Client guarantees that it will use the Platform and Subscription Services properly, for their intended purposes, and in compliance with the Agreement, Terms of Use and any applicable laws and regulations.
- 5.2 The Client is and shall remain responsible for instructing the Users and End Users on the proper use of the Platform and Subscription Services as described in clause 5.1. The Client acknowledges and agrees that Leat is allowed to block the access of User(s) and End User(s) to the Platform under the conditions as included in the Terms of Use.
- 5.3 The Client acknowledges and agrees that Leat is entitled, but not obligated, to further develop and update the Platform and Subscription Services as Leat deems necessary or appropriate. The Client shall follow all Leat's instructions upon first request regarding implementing or installing any changes and updates to the Platform and/or the Subscription Services. The Client acknowledges and agrees that Leat might not be able to provide the Platform and/or the Subscription Services if the Client does not change and/or use recent updates to the Platform and/or the Subscription Services following the instructions of Leat.
- 5.4 The Client is responsible for keeping information provided to Leat, including but not limited to email address and billing address in its Order Form and Account, up to date. If the information is not provided correctly, Leat may not be able to provide the Subscription Services.

## **6 Pricing, invoicing & payment**

- 6.1 The Client may access a limited version of the Platform for free by creating an Account, without any payment obligations. This free version of the Platform offers restricted functionalities, and does not require the completion of an Order Form.
- 6.2 To use the Subscription Service(s), the Client is required to pay a subscription fee to Leat for the use of the Subscription Service. The subscription fee is based on the chosen Subscription Service and is specified in the Order form. An up-to-date overview of subscription fees is included on our [pricing page](#).
- 6.3 Unless otherwise agreed by the Parties in writing, the subscription fee will remain fixed during the initial term specified in the Order Form, except if the Client exceeds usage limits or if the Client subscribes to additional Subscription Services. The Client may be eligible to upgrade their subscription tier at any time. The Client may only downgrade their subscription tier at the next renewal date by entering into a new Order Form.

- 6.4 Leat reserves the right to adjust the subscription fee(s) at the end of the term specified in the Order Form. In this situation, the Client is entitled to terminate the Agreement for convenience by providing a written notification to Leat within fourteen (14) calendar days of being informed of this price increase.
- 6.5 If there is a substantial increase in price determining factors, such as an increase in labour costs, price increases at (cooperation) partners, or other price determining factors, Leat is entitled to increase the agreed price accordingly before the end of the term of the Agreement. In this situation, the Client is entitled to terminate the Agreement for convenience by providing a written notification to Leat within fourteen (14) calendar days of being informed of this price increase.
- 6.6 Unless otherwise agreed by the Parties, by completing the Order Form, the Client authorizes Leat to automatically debit the subscription fee from the designated bank account within nine (9) calendar days of invoicing. The subscription fee will be debited from the bank account as specified in the Order Form.
- 6.7 All recurring subscription payments are billed on a yearly basis by default. The Client may choose to pay on a monthly basis, though fees may differ for monthly payments.
- 6.8 The prices for the Subscription Services are exclusive of VAT (where applicable) and shipping costs.

## **7 Intellectual Property Rights**

- 7.1 The Intellectual Property Rights are and remain to be the exclusive property of Leat and/or its supplier(s), as the case may be.
- 7.2 Leat hereby grants the Client a worldwide, non-exclusive, non-transferable, and non-sublicensable license to use the Intellectual Property Rights for the sole purpose of receiving the Subscription Services as agreed in the Order Form for own business purposes, for which royalties are paid as described in clause 6 and in the Order Form. The Client is not granted a license to or any other rights in relation to the source code of the Platform, or to any parts thereof, nor will the Client be entitled or granted access thereto.
- 7.3 Neither the Platform, nor any intellectual property rights and/or knowhow therein, nor any other intellectual property rights of Leat may be extracted, duplicated, modified, republished, transmitted, shared or otherwise used by the Client, the End User or third parties, except as described in clause 7.2.
- 7.4 The license described in clause 7.2 will be immediately terminated upon expiry or termination of the Agreement and will in no event last longer than the term described in the Order Form. In the event that Parties have entered into multiple Order Forms, the license necessary for each Order Form will be immediately terminated upon expiry or termination of that Order Form and will in no event last longer than the term of the latest Order Form.

- 7.5 The Client hereby grants Leat a worldwide, royalty-free, non-exclusive license to:
- a. use the intellectual property rights contained in or arising from (parts of) the use of the Platform by the Client and End Users for the sole purpose of providing the Subscription Services to the Client;
  - b. add the Client's name and company logo to Leat's Website, Platform and customer list.

## 8 Data protection

- 8.1 The Client acknowledges and agrees that Leat qualifies as a data controller with respect to the personal data it processes of (employees of) the Client and End Users in relation to the provision of the Subscription Services. Leat will strive to the best of its ability to ensure that the Platform and Subscription Services comply with applicable data protection laws and regulations, as set out in our [Privacy Statement](#).
- 8.2 Leat is not liable for any fines, claims, actions or disputes regarding its use of data of the Clients and End Users, including personal data, for its obligations under the Agreement in violation of applicable law, including but not limited to the General Data Protection Regulation (**GDPR**).
- 8.3 The Client qualifies as data controller with respect to the personal data of End Users it collects and processes via the Platform. The Client shall comply with applicable data protection laws and regulations, including the GDPR, with respect to the processing of such personal data. The Client represents and warrants that applicable data protection laws and regulations are not violated by the processing of the personal data of its End Users by Leat in the context of the provision of Subscription Services.
- 8.4 The Parties agree to provide reasonable cooperation to each other in order to ensure personal data is processed in accordance with applicable data protection laws and regulations. The Client shall inform the data subjects whose personal data is included in the processing activities by Leat and shall relay any data subject requests pertaining to the Platform and/or the Subscription Services, such as a request to access personal data, to Leat.
- 8.5 Leat provides the Platform and the Subscription Services in the European Economic Area (**EEA**). Insofar the Client wishes to transfer personal data on the Platform outside the EEA, for example by making the Platform available to End Users outside the EEA, the Client shall ensure that personal data is transferred outside the European Union in accordance with applicable data protection laws and regulations.

## 9 Liability

- 9.1 Leat is not liable to the Client for any indirect damages, including those relating to, following from, or in connection with any and all acts or omissions in relation to the Subscription Services, the Platform, the information therein, the Agreement or related services of Leat. This applies to all indirect damages, including, but not limited to loss of actual or anticipated profit, loss of revenue, business opportunities, loss of anticipated savings, loss or incorrectness of data, (outstanding) balances on giftcards, the cost of

purchasing alternative services to mitigate and/or correct defects in the Subscription Service.

- 9.2 The total liability of Leat to the Client for any direct damages, including those relating to, following from, or in connection with any and all acts or omissions in relation to the Subscription Services, the Platform, the information therein, the Agreement or related services of Leat, is limited to a maximum of the total sum of the fees that were invoiced during the three (3) months prior to the first event giving rise to such liability. In no event will the total liability of Leat exceed EUR 10.000.
- 9.3 Leat is not liable for damages, of any nature whatsoever, in the following events:
- the damages are incurred during any period in which the Subscription Services are provided free of charge;
  - the damages are caused by Leat or a third party engaged by Leat relying on incorrect and/or incomplete information provided by the Client;
  - the damages are suffered by an auxiliary person, such as an End User or a third-party, rather than by the Client;
  - the damages are caused by incorrect use, reckless use, or misuse of the Platform and/or Services by the Client;
  - the damages are caused by a software error in or integration to the Platform or Subscription Services that directly follows from an act or omission from a party other than Leat.
- 9.4 Neither Party will be responsible in case of force majeure as set out in article 6:75 of the Dutch Civil Code. A force majeure includes but is not limited to an act of war, hostility, or sabotage; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (exc. pandemic restrictions); or any other event outside the reasonable control of the obligated Party. Each Party will use reasonable efforts to mitigate the effect of a force majeure event.
- 9.5 The limitations of liability described in this clause are not applicable if:
- a. the damages are the result of Leat's or its staff's wilful intent or gross negligence;
  - or
  - b. for as far Leat is not allowed under applicable law to limit its liability.

## 10 Indemnity

- 10.1 In case of any third-party claim, including penalties of supervisory authorities, the Client hereby indemnifies, defends Leat and holds Leat and Leat's affiliates harmless against such claims if a claim is based upon or arises out of the following actions by the Client or End Users:
- a. any breach of the Agreement, including the Terms of Use;
  - b. any breach of applicable laws and regulations, including any data protection and intellectual property laws and regulations;
  - c. the use by the Client or End Users of the Subscription Services and/or any third-party products.

10.2 If Leat becomes aware of such claim, Leat will notify the Client as soon as possible. In this case, Leat will provide the Client with all information and assistance reasonably requested by the Client to handle the defense of the claim. The Client will not accept any settlements that (i) impose an obligation on Leat; (ii) require Leat to make an admission; (iii) impose liability not covered by these identifications; or (iv) place restrictions on Leat without prior written consent.

## 11 Term and termination

11.1 The term of the Subscription Services will be specified in the Order Form. If the Order Form does not specify a subscription term, the subscription term will be thirty-six (36) months. At the end of the subscription term, the subscription will automatically renew for the same term as specified in the Order Form.

11.2 A notice period applies depending on the subscription term, as specified in the Order Form, and begins prior to the end of the subscription term. To prevent automatic renewal, the Client must provide a written notice of non-renewal to Leat via [contracts@leat.com](mailto:contracts@leat.com). For example: if a notice period of six (6) months applies, the Client has the right to terminate the Agreement for convenience up to six months before its expiration. If no notice period is specified, a default notice period of six (6) months will apply.

11.3 The Client may choose to terminate any of the Subscription Services early at its convenience, provided that Leat will not issue any refunds of prepaid fees or subscription fees. The Client remains responsible for promptly paying all outstanding fees due through the end of the subscription term.

11.4 In the event of termination for and unless otherwise is explicitly agreed between Parties, the Client is required to promptly pay the fees for Subscription Services provided up to the termination date.

11.5 Leat is authorized to terminate the Agreement or suspend the Subscription Services, including the Client's and its End User's access to the Platform, with immediate effect in accordance with applicable law, and in any case if the Client:

- is acting or has acted in a way that has or may negatively reflect on or affect Leat, its prospects, or Leat's customers and/or End Users;
- violates any applicable law or regulations or any obligation under this Agreement, including the Terms of Use;
- does not pay the (full amount of the) fees for the provision of the Subscription Services in accordance with the Agreement.

## 12 Modification

12.1 Leat reserves the right to unilaterally amend or supplement these Terms and Conditions at any time. The revised Terms and Conditions will be posted on the Website, at our [General Terms and Conditions page](#). This revised Terms and Conditions will be effective and binding on the date that Leat has published the Terms and Conditions on the Website. In case of material changes, the Client will be notified by email, the Client's Account or an in-app notification.



- 12.2 Modifications to the Terms and Conditions will be deemed to have been irrevocably accepted by the Client, unless the Client notifies Leat per email via [contracts@Leat.eu](mailto:contracts@Leat.eu) within fourteen (14) calendar days after Leat has published the Terms and Conditions on the Website. If the Client has not given Leat the notice in time, the Order Form will be continued until the next renewal date and governed by the renewed Terms and Conditions. If Leat cannot reasonably provide the Subscription Services to the Client under the Terms and Conditions prior to modification, then the affected Subscription Service will be terminated upon Leat's notice to the Client.

### **13 Communications**

- 13.1 Any communication between Leat and the Client must be in writing (which includes email), unless explicitly stated otherwise in the Agreement.
- 13.2 The version of the communication in question stored by Leat will serve as evidence thereof, unless the Client submits proof to the contrary.
- 13.3 All communications relating to the Agreement (including changes, objections, cancellation) must be made exclusively in writing to Leat via [contracts@leat.com](mailto:contracts@leat.com). Messages concerning the Agreement sent by the Client by other means will not be considered valid.
- 13.4 Any press releases, publications, or other communications regarding this Agreement, or matters arising from it, including the manner of such communications, require Leat's prior written approval.

### **14 Final provisions**

- 14.1 Provisions of the Agreement shall not apply to the extent that they conflict with any applicable provisions obligated by law. Should any provision of the Agreement be void or otherwise unenforceable, this will not affect the validity of the remaining provisions of the Agreement. In such a case, the Parties will negotiate in good faith to amend the relevant provisions in such a way that they are enforceable and as far as possible do justice to the Parties' intentions with regard to the provision in question.
- 14.2 If any part of the Agreement is determined to be an invalid or unenforceable provision it will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.
- 14.3 The Parties are mutually obligated to maintain the confidentiality of any information they become aware of during the execution of this Agreement. This confidentiality obligation shall remain in effect even after the termination of this Agreement, regardless of the reason for termination, except where the information has already entered the public domain through no breach of this confidentiality obligation.
- 14.4 Leat is free to conclude agreements with competing parties.

- 14.5 This Agreement supersedes all other agreements and proposals between the Parties. The applicability of any additional or different terms and conditions, purchase terms and/or other terms proposed by the Client is explicitly excluded.
- 14.6 Leat's obligations under this Agreement do not depend on the delivery of any future functionality or features of the Subscription Service, nor are they influenced by any oral or written public statements made by Leat regarding potential future functionality or features.
- 14.7 The English version of this Agreement will govern the Parties relationship. Versions of this Agreement translated in other languages than English are translated for the Client's convenience only and will not be interpreted to modify the English version of this Agreement.

## **15 Applicable law and dispute resolution**

- 15.1 The Terms and Conditions and Agreement are governed by and construed in accordance with the laws of the Netherlands.
- 15.2 Unless the Client is a natural person acting for purposes which can be regarded as outside his trade or profession, any and all disputes that arise out of or in connection with these Terms and Conditions and Agreement shall be exclusively submitted to the competent court of Midden-Nederland, Location Utrecht, the Netherlands.