

General Terms and Conditions E-Moodboard B.V.

The private limited company (Besloten vennootschap met gewone structuur) E-Moodboard B.V (hereafter “E-Moodboard”) is registered at the Dutch Chamber of Commerce with registration number 78633184 and is established at Soestdijkseweg Zuid 87A-7, 3732HE De Bilt, The Netherlands.

1 - Terms

1. In these Terms and Conditions the following terms will be used in their respective definitions, unless differently mentioned:
2. **Agreement:** Every agreement and other obligations between Costumer and E-Moodboard, including proposals of E-Moodboard on Services that will be provided from E-Moodboard to Costumer and are accepted by Costumer, and are being carried out by E-Moodboard, with which these Terms and Conditions together constitute one and the same instrument.
3. **Application:** The application developed by E-Moodboard with which Costumer can create mood boards based on their feelings and on which Costumer can express their emotions on a non-traditional way.
4. **Company:** The natural representative or legal entity that acts in exercise of profession of the company.
5. **Consumer:** The natural person that does not act in exercise of profession of a company.
6. **Costumer:** The Company or Consumer that has assigned E-Moodboard, that has appointed projects to E-Moodboard that are exercised by E-Moodboard; or to whom E-Moodboard has made a proposal on the basis of an Agreement.
7. **E-Moodboard:** The legal entity that acts in exercise of profession of the company and offers Products and Services to Costumer.
8. **Offer:** Every written offer by E-Moodboard to Costumer to deliver Products and/or Services to which these terms and conditions are inextricably linked.
9. **Products:** The instruments that E-Moodboard makes available in support of the execution of the Application.
10. **SaaS (Software as a Service):** The possibility to distantly offer and maintain the access to the Application, to which Costumer will be provided a physical medium including the regarded Application.
11. **Services:** The services that E-Moodboard offers the provision of access to the Application.

2 – Applicability of Terms

1. Every Offer of E-Moodboard, every Agreement between E-Moodboard, and Costumer and every Product and/or service offered by E-Moodboard are subject to these Terms and Conditions.
2. Before an Agreement is made (on distance), Costumer will receive these Terms and Conditions. When this is reasonably impossible, E-Moodboard will indicate Costumer how Costumer can be able to read the Terms and Conditions
3. Deviation from these Terms and Conditions is not possible. In exceptional situations, it is only possible to deviate from these Terms and Conditions when this deviation is agreed on explicitly and in writing with E-Moodboard.
4. Additional, adjusted, and follow-up agreements are subject to these Terms and Conditions as well.
5. In case of a partial or full annulment of one single or several provisions of these Terms and Conditions, the other provisions of these Terms and Conditions will be sustained and the annulled provision will be replaced by a provision with the same tenor as the original provision.
6. Ambiguities about substance, explication, or situations that are not anticipated in these Terms and Conditions are to be judged and explained in the spirit of these Terms and Conditions.
7. The applicability of articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code is explicitly excluded.

8. Every time these Terms and Conditions refer to a person using the female pronouns (she/her), the male counterparts are considered to be referred to as well, as and when this is applicable.

9. In the situation where E-Moodboard has not continuously required compliance with these Terms and Conditions, she will maintain her right to claim full or partial compliance with these Terms and Conditions.

3 - Offer

1. All offers made by E-Moodboard are non-binding, unless explicitly indicated differently in writing. If the Offer is limited or subject to specific conditions, this will be expressly indicated in the Offer. An offer has to be recorded in writing to be considered an Offer.

2. E-Moodboard is only bound to an Offer, if the acceptance of the Offer is confirmed in writing within 30 days. Nevertheless, E-Moodboard reserves her right to refuse an Agreement with a potential Customer in case of a in E-Moodboard's perspective legitimate reason.

3. The Offer contains a detailed description of the offered Product(s) and/or Service(s) including their respective prices. The description will be as detailed so the Customer is able to make an accurate judgment of the Offer. Apparent mistakes or errors cannot bind E-Moodboard. Any pictures or specific data in the Offer are only an indication and can't justify any compensation or the dissolution (at distance) of the Agreement.

4. Promotions and quotations don't automatically apply to follow-up assignments.

5. Delivery periods indicated in the Offer of E-Moodboard are to be considered an indication and do not give the Customer any right on dissolution or compensation, unless explicitly agreed upon differently.

6. Compound price quotations do not oblige E-Moodboard to the delivery of singular parts of the Offer for respective parts of the promotional price.

4 - Conclusion of the Agreement

1. The Agreement is concluded at the moment Customer has accepted an Offer or Agreement of E-Moodboard by returning a signed copy (original or scanned) to E-Moodboard, or at the moment when Customer explicitly and unambiguously agrees upon the Offer per e-mail.

2. The Agreement is concluded on the moment Customer has accepted an Offer made by E-Moodboard by paying the concerned Product and/or Application.

3. An Offer can be made by E-Moodboard using the E-Moodboard web shop.

4. When Customer has accepted an Offer by concluding an Agreement with E-Moodboard, E-Moodboard will confirm the Agreement in writing per e-mail.

5. If the acceptance deviates (on minor points) from the Offer, E-Moodboard shall not be bound by this.

6. E-Moodboard shall not be bound to an Offer if Customer reasonably could or should have expected or understood that the Offer contains apparent mistakes or misspellings. Customer cannot derive any rights from these mistakes or misspellings.

7. The right to withdraw is excluded from Customers being a Company. Customers being a Consumer have the right to withdraw within the legal deadline. When the right to withdraw can be applied, Customer must carefully treat the Product and its packaging. In this case, Customer will only unpack or use Product in such a way that they are able to determine the nature, the aspects, and the functioning of Product. Customer is responsible for the immediate costs of returning Product.

8. The right to withdraw is not applicable on the Application. This is explicitly mentioned in the Offer.

5 – Execution of Agreement

1. E-Moodboard will endeavour to offer the agreed Service continuously, as far as reasonably possible, though E-Moodboard does not account for the full availability of its Services. E-Moodboard is entitled to suspend the use/provision of Services when and if, to E-Moodboard's judgement, flawless operation of

Services is at risk. Furthermore, E-Moodboard is entitled to take any measure reasonably necessary to guarantee an effective operation of Services.

2. The Agreement upon which E-Moodboard exercises its Services defines the scope and the extend of the provision of Services. The Agreement can only be executed for the benefit of the Costumer. Third parties cannot derive any rights to the content of the provided Services in relation to the Agreement.

3. The information and data given by Costumer are the basis upon which E-Moodboard determines the offered Services and related prices. E-Moodboard reserves the right to adapt the Services and prices if the provided information appears to be incorrect and/or incomplete.

4. E-Moodboard is not required to follow the indications of Costumer for the execution of its Services if the content or extent of the agreed Services will be changed because of these indications. If these indications require further work for E-Moodboard, Costumer is obliged to compensate additional costs accordingly and based on a new quotation.

5. E-Moodboard is entitled to seek the services of third parties for the execution of Services as they see fit.

6. The execution of Services is based on the information provided by Costumer. Any change of this information, if necessary, may influence possible established planning. E-Moodboard will never be hold accountable for the adaptation of any planning. If the starting, progress or delivery of Services is delayed because, for example, Costumer hasn't timely or hasn't provided the necessary and adequate information, Costumer doesn't cooperate, a possible deposit hasn't been timely received by E-Moodboard, or other circumstances, which are at the expense and risk of Costumer, cause delay, E-Moodboard is entitled to a reasonable prolongation of the delivery period. All damage and additional costs linked to a delay due to a cause mentioned above, are at the expense and risk of Costumer.

6 – Obligations of Costumer

1. Costumer is obliged to provide all information requested by E-Moodboard, as well as relevant annexes and related information and data, timely and/or before the start of the activities in support of adequate execution of the Agreement. In the absence thereof it might be possible that E-Moodboard will not be able to guarantee a full execution and/or delivery of the related goods and/or Services. Costumer will be held responsible at all times for the consequences of such a situation.

2. E-Moodboard is not responsible to check if the information given by Costumer is complete and/or correct, or to update the information of Costumer if this information changes over time. Neither is E-Moodboard responsible for correctness and completeness of the information compiled and/or provided by E-Moodboard for possible third parties in the context of the Agreement.

3. E-Moodboard is entitled to ask for further information if this is necessary for the execution of the Agreement. In absence thereof E-Moodboard is entitled to suspend her activities until the necessary information has been received without being held accountable for any reimbursement or indemnity of whatever nature to Costumer.

4. Costumer is obliged to protect all security features and other facilities of the Application of E-Moodboard, and to respect and reserve the intellectual property rights related to Application.

5. E-Moodboard cannot be held responsible for any disruption of the infrastructure, internet, and telecommunication that are outside of E-Moodboard's control and which may lead to interruptions of the availability of the Application. Costumer is responsible for the adequate protection of their (wireless) internet connection.

6. Costumer must ensure the adequate equipment and/or user environment.

7. Costumer indemnifies E-Moodboard from all damage due to the usage of the Application starting from the moment Costumer first uses Application. Costumer indemnifies E-Moodboard from portrait right and copyright when using their own images.

8. Costumer must refrain from damaging Application or from any action which to reasonable expectation might damage other users of Application, receivers of a shared message, servers (of E-Moodboard) or E-Moodboard itself.

9. Costumer is responsible for the adequate protection of the (mobile) device they use Application on, as well as the protection of their login details.

7 – Delivery of Products

1. If the start, progress or delivery of the Agreement is delayed because, for example, Costumer does not (timely) provide all necessary information, Costumer has not cooperated sufficiently, or E-Moodboard has not timely received a payment or deposit, or if any other situation outside the control of E-Moodboard causes any delay, E-Moodboard is entitled to a reasonable prolongation of the delivery period. Agreed delivery periods are never strict deadlines. Costumer has to give a formal notice of default and allow E-Moodboard a reasonable term to be able to deliver. Costumer is not entitled on any compensation for the delay.
2. If Costumer refuses to accept a delivery or if they are negligent in the provision or instructions necessary for the delivery, E-Moodboard is entitled to store the delivery for the account and risk of Costumer.
3. If the Product is to be delivered by E-Moodboard or by an external delivery service, E-Moodboard is entitled to charge Costumer for possible delivery costs, unless both parties have explicitly agreed upon differently. In such a case, these costs will be invoiced separately.
4. If E-Moodboard needs data from Costumer for the execution of the Agreement, the delivery period only starts after Costumer has provided E-Moodboard with all necessary information.
5. If E-Moodboard has given any final date for the delivery period, this date must be considered an indication. Longer delivery periods apply for shipments outside of The Netherlands.
6. E-Moodboard is entitled to deliver the shipment in parts, unless agreed upon differently in the Agreement, or if a part delivery has no stand-alone value. E-Moodboard is entitled to invoice the thus delivered shipments separately.
7. Deliveries will only be carried out if and when all invoices are paid, unless explicitly agreed upon differently. E-Moodboard reserves the right to deny their supply in case of justifiable concerns of non-payment.

8 – Delivery and installation of software

1. E-Moodboard will deliver the software or make the software available for delivery online for Costumer, as described in Agreement. Possible agreed upon users documentation will be provided to Costumer in writing or digitally.
2. Costumer accepts the software in the state it is at the moment of delivery ('as is'), also with visible and invisible defects.
3. Costumer must register and activate their account. Costumer can use the online application to open a secured (wireless) connection between the Application and the Costumer's device.
4. If the start, progress or delivery of the software is delayed because, for example, Costumer does not (timely) provide all necessary information, Costumer has not cooperated sufficiently, E-Moodboard has not (timely) received a payment or deposit, or any other situation which Costumer can be accounted for, E-Moodboard is entitled to a reasonable prolongation of the delivery period. Indicated delivery periods are never strict deadlines, nor can E-Moodboard be held responsible for exceeding an agreed term.
5. damage and additional costs due to delay caused by a situation mentioned in paragraph 4 of this article can be attributed and will be charged to Costumer by E-Moodboard.

9 – Maintenance and/or support

1. E-Moodboard commits herself to the maintenance and/or reparation of delivered Products and/or software during the period of the Agreement.
2. Costumer must notify E-Moodboard in writing, if not by phone call, in case of possible deficiencies, flaws or other malfunctions, after which E-Moodboard will restore Product and/or Service as soon as practicable and to the best of its abilities, according to the usual procedures. If restoration is not possible (anymore), E-Moodboard will replace the defective software and/or hardware.

3. Customer must notify E-Moodboard in writing, if not by phone call, in case of possible theft of Product. E-Moodboard will send a replacement as soon as practicable to Customer. Customer will be charged for the costs of the replaced software.

4. The maintenance of Application does not affect the own responsibility of Customer for the treatment and use of the Application and the way these are used. Customer is also responsible for the adequate instruction of use of the application, in case third parties are being involved by Customer.

10 – Packaging and transport of Products

1. E-Moodboard commits itself to pack the delivery adequately and to secure it in such a way, that the delivery can reach their destination in good state when treated normally.

2. All deliveries are carried out including VAT, this includes packaging and packaging materials, unless agreed upon explicitly in writing.

3. The acceptance of Products without any comment on the consignment note or receipt acts as prove that the packaging was in good condition at moment of delivery.

11 - Examination, complaints Products

1. Customer should examine the delivered goods, or let them be examined, at the moment of delivery or at least within 14 days after receiving, although they should only unpack the delivered goods till such extend that is necessary to examine if Customer will keep the product. Customer should examine if the quality and quantity of the delivered goods correspond to the Agreement and if Products meet the requirements that apply in normal (commercial) traffic.

2. Customer is bound to examine and inform themselves in what way Product should be used. E-Moodboard does not accept liability for incorrect usage of Product by Customer.

3. Possible visual deficits or flaws should be reported to E-Moodboard after delivery in writing to info@e-moodboard.com. Customer can notify E-Moodboard within the first 14 days after delivery. Nonvisual deficits or flaws should be reported within the first 14 days after discovery, though not later than 6 months after delivery. In case of damage to Product due to uncareful treatment by Customer, Customer is accountable for possible impairment of Product.

4. If Customer wishes to return defective goods, this shall only take place with explicit preceded consent in writing of E-Moodboard and in the manner indicated by E-Moodboard.

5. If Customer, being a Consumer, appeals to its right to withdraw, they shall return the Product and its accessories in original condition, to the extent reasonably possible, to E-Moodboard, according to the return instructions of E-Moodboard. The direct costs of the return shipment are at the expense and risk of the Customer.

6. E-Moodboard is entitled to start an examination of the authenticity and the state of the returned Products before any possible refund takes place.

7. Possible reimbursement to Customer will be processed as soon as reasonably possible, although the payment can take place until no later than 30 days after receiving the return shipment. Reimbursement will be made to the used account number used for previous transactions between Customer and E-Moodboard.

8. If a Customer exercises its advertising law (e.g. Dutch: reclamerecht), their payment obligations will not be suspended, nor can Customer settle outstanding invoices.

9. In the absence of a complete delivery and/or in case of one or multiple missing Products, and if this is attributable to E-Moodboard, E-Moodboard will send missing Product(s) or cancel the remaining order, upon request of Customer. The delivery receipt of the Products is leading in such a case. Any damage suffered by Customer due to the (deviant) size of the delivery cannot be charged to E-Moodboard.

12 – Prices and payment

1. All given prices are excluding VAT in principle, unless explicitly agreed upon differently.
2. Payment should preferably be made in advance, in the currency indicated at the invoice, and via the specified payment method.
3. Costumer should make the complete payment to E-Moodboard through one single payment per account number and data that E-Moodboard has provided Costumer in advance. Both parties can only agree on a different payment term after explicit and written consent of E-Moodboard.
4. Costumer is obliged to fully cover the expenses of third parties deployed by E-Moodboard with Costumers' consent, unless explicitly agreed differently.
5. Both parties can agree that Costumer should pay an advance. If such an advance is agreed upon, Costumer is bound to pay the advance before the provision of service has started.
6. Costumer cannot derive any rights or expectations to a budget issued in advance, unless both parties have explicitly agreed differently.
7. E-Moodboard is entitled to increase the applicable prices in accordance with the prevailing inflation rates. Further price changes within the period of Agreement are only possible if and when these changes are explicitly recorded in the Agreement.
8. In case of liquidation, insolvency, bankruptcy, involuntary liquidation, or request for payment towards Costumer, payment and all further obligations of Costumer pursuant to Agreement become immediately due and payable.

13 – Collection policy

1. If Costumer cannot meet their payment obligation and they have not fulfilled their obligation within the specified payment period, Costumer being a Company is considered to be in default. Costumer being a Consumer will first receive a written reminder to fulfil the payment obligation within the 14 days after the date of given reminder, including a declaration of the extrajudicial costs if Consumer does not fulfil its payment obligations, before they are considered to be in default.
2. From the date Costumer is considered to be in default, E-Moodboard will be entitled without further notice of default to the statutory (commercial) interest starting from the first day of default until payment in full has been made, and to a compensation of the extrajudicial costs in accordance with article 6:96 BW (Dutch Civil Code), to be calculated according to the decree 'Compensation for extrajudicial collection costs' of July 1st, 2012.
3. If and when E-Moodboard has made more or higher costs, which are reasonably necessary, these costs are eligible for compensation. Likewise, the full judicial and execution costs are at Costumer's expense.

14 – Retention of title

1. All goods, Products and Services delivered by E-Moodboard remain property of E-Moodboard until Costumer has fulfilled all subsequent obligations indicated in all Agreements made with E-Moodboard.
2. Costumer is not competent to pledge or encumber any goods that are subject to the retention of title until ownership has been fully transferred.
3. If third parties confiscate any goods that are subject to the retention of title, if not establish rights on these goods, Costumer is obliged to inform E-Moodboard as soon as reasonably can be expected.
4. In the situation that E-Moodboard desires to exercise their right on retention of title, as discussed in these articles, Costumer gives herewith the unconditional and irrevocable consent and authorization to E-Moodboard and/or third parties employed by E-Moodboard to access all places where properties of E-Moodboard are located and to revoke these goods.
5. E-Moodboard is entitled to retain all purchased Products, if Costumer has not (yet) (fully) fulfilled their payment obligations, despite an obligation to transmit or to issue of E-Moodboard. After Costumer has

fulfilled their obligations, E-Moodboard will endeavour to deliver the purchased Products to Customer as soon as possible, but no later than within 20 business days.

6. Costs and further (consequential) damage due to the retention of purchased Products are at Customer's expense and risk and will be reimbursed by Customer at E-Moodboard's first request

15 - Warranty

1. E-Moodboard will ensure that Products and/or Services comply with Agreement during the duration of Agreement, the specifications as mentioned in the Offer, usability and/or validity, as well as legal regulations and requirements that are effective during the establishment of Agreement. This is equally valid when the ordered goods are meant for use abroad and Customer has notified E-Moodboard explicitly and in writing of this situation during the entering of the Agreement.

2. Customer can only invoke warranty offered by E-Moodboard if Customer has fully fulfilled their payment obligations.

3. If Customer rightly invokes their right on warranty, E-Moodboard is bound to repair or replace the concerned goods free of charge.

4. E-Moodboard does not vouch that Products and/or Services function without errors and/or disruptions. E-Moodboard strives to repair possible errors (in programming) within reasonable term.

16 – Access to Application

1. Besides the General Terms and Conditions, the Terms of Use of E-Moodboard apply to the use of the Application as well.

2. E-Moodboard has the right to deny Customer access to Application and/or discontinue the usage of Application in case of abuse and/or possible criminal offence(s).

3. E-Moodboard is not liable for damage caused by complications related to the availability or operation of information from third parties, as well as damage due to the usage of the Application in violation of conditions or other purposes than for which Application is meant.

4. E-Moodboard endeavours to offer the Application and the access to the Application to Customer as uninterruptedly as is possible. Nevertheless, E-Moodboard does not vouch for the complete availability at all times of Application. E-Moodboard has the right to suspend the use of Application if and when, in E-Moodboard's judgment, the flawless functioning of Application is endangered. Furthermore, E-Moodboard has the right to take any measure that she seems reasonably necessary to ensure effective functioning of Application.

5. E-Moodboard is entitled to maintain the Application and consequently take the Application temporarily out of service. E-Moodboard is under no circumstances liable for the unavailability of Application. Nevertheless, E-Moodboard will be fully committed in accordance with the industry to strive to make the Application available without limitations and disruptions.

6. E-Moodboard retains the right to partially or fully suspend their Service for the benefit of preventive, corrective or adaptive maintenance or other forms of services in support of Application

7. If E-Moodboard is bound to engage in activities concerning the Customer's data because of the request or order of a public authority and/or a legal obligation, the hereto connected costs are only and fully at Customer's expense.

8. In case of adaptations, E-Moodboard shall continue the execution of Service with the adapted version of Application. E-Moodboard is never bound or obliged to maintain, change or add any functionalities or specific properties.

9. E-Moodboard supplies written and/or oral information concerning the measures Customer must take to prevent and limit damage due to disruptions and black-outs, defects in services, corruption, or loss of data. Customer will take additional measures, if necessary.

10. E-Moodboard retains at all time the right to discontinue offering (access to) Application to Customer.

17 – Right of use and usage restrictions

1. E-Moodboard makes the agreed Application and user documentation available based on the use license for the agreed period to Costumer. The Agreement of usage of Application can never be considered a sales contract.
2. The usage of Application by Costumer can be subject to further limitations and can be adjusted by E-Moodboard.
3. E-Moodboard has at all time the right to act against and take measures against improper and/or unauthorized use of Application to Costumer. Client must refrain from actions that prevent previously mentioned measures or render them ineffective.
4. Costumer is under no circumstances allowed to sell, rent, or alienate Application. Nor are they allowed to grant applicable limited rights of Application or make Application available to possible third parties. Nor is Costumer allowed to grant access to Application to a third party or to supply Application to a third party for hosting purposes, regardless if that third party exclusively uses Application for the benefit of Costumer.
5. Costumer never has the right to fully or partially change Application without preceding exclusive written consent of E-Moodboard. E-Moodboard is never bound to give mentioned consent and is entitled to impose conditions on granting their consent.
6. Costumer will cooperate fully and at E-Moodboard's first request to an examination regarding Costumers compliance with rights, obligations and usage restrictions.
7. If and insofar as E-Moodboard makes Application of third parties available for Costumer's purposes, usage of Application are equally subject to the terms of use and/or license terms of third party.
8. If and insofar the in paragraph 1 of this article mentioned terms are not applicable or have been declared void, the in these general terms and conditions determined provisions will remain entirely applicable
9. E-Moodboard is not bound to make the supporting application and programming library or data library that are necessary for the use and/or maintenance of Application and/or Application itself available. E-Moodboard can ask a compensation for granting access to mentioned supporting application and/or programming library or data library.
10. Abovementioned usage restrictions are not applicable if and when both parties have explicitly agreed differently and Costumer has independently born the whole costs of design and development.

18 – Updated versions of Application

1. If agreed upon explicitly, E-Moodboard makes updated versions of Application available to Costumer when this is necessary to E-Moodboard's exclusive judgment.
2. E-Moodboard is not bound to maintain specific properties or functionalities of Costumer or to add any specific properties or functionalities for Costumer when making available an updated version of Application.

19 – Suspension and dissolution

1. E-Moodboard is entitled to or partially suspend services in connection with preventive, corrective or adaptive maintenance or other forms of service.
2. E-Moodboard has the right to retain the received and/or by E-Moodboard realized data, datafiles, Application and more, if Client has not yet (fully) fulfilled their payment obligations, even if she were compelled to do so.
3. E-Moodboard is entitled to suspend the fulfilment of obligations for which E-Moodboard is responsible if Client fails to fulfil any obligations ensuing from Agreement, including overdue payment of invoices. Client will be notified forthwith in writing of suspension. In such a case, E-Moodboard is not liable for damage, in any form whatsoever, due to the suspension of their activities.

20 – Limitation of liability

1. If any result laid down in the Agreement has not been met, E-Moodboard can only be deemed in default if E-Moodboard has explicitly committed to this result at the acceptance of Agreement.
2. In case of attributable shortcoming of E-Moodboard, E-Moodboard is only bound to pay compensation if Costumer has declared E-Moodboard in default within the first 14 days after discovery of deficiency or shortcoming and E-Moodboard has subsequently not restored or rectified this deficiency or shortcoming within reasonable term. A formal notice of default must be submitted in writing and contain an accurate description/argumentation of deficiency or shortcoming, in such a way that E-Moodboard is able to react adequately.
3. If the execution by E-Moodboard of Agreement leads to liability of E-Moodboard towards Costumer, that liability is limited to the extent of the costs made and invoiced by E-Moodboard related to Agreement, unless damage has occurred due to intent or gross negligence.
4. E-Moodboard is not liable for consequential damage, indirect damage, loss of profit, missed savings, and damage due to usage of delivered goods.
5. E-Moodboard is not liable for and/or bound to the restoration of damage caused by use of Product. E-Moodboard provides strict maintenance and usage instructions which Costumer should follow. All damage of Products due to their use is explicitly excluded from liability (this includes signs of use, consequential damage, damage due to careless treatment such as dropping, light and water damage, theft, loss, etc.).
6. E-Moodboard is not liable for damage caused by or possibly due to any actions or negligence following (incomplete and/or incorrect) information at E-Moodboard's web site or Application.
7. E-Moodboard is not liable for mistakes and/or irregularities in the functionality of Application and is not liable for disruptions or (temporary) inaccessibility of Application for whatever reason.
8. The responsibility for the adequate security of their own (digital) device, protection of passwords and more lie with Costumer. E-Moodboard cannot be held accountable in any circumstances for negligence of security measures of Costumer.
9. Costumer is responsible for the accuracy and completeness of the information and wishes in relation to Products provided by them to E-Moodboard.
10. E-Moodboard does not vouch for the correct and complete transmission of the content of e-mails send by/on behalf of E-Moodboard, nor is she responsible for their timely receiving.
11. All claims of Costumer for shortcomings on the side of E-Moodboard expire if these are not reported to E-Moodboard in writing and with motivation within a year after Costumer was aware of or could reasonably be aware of the facts upon which they base their claims. All claims of Costumer expire in any case after one year after termination of Agreement.

21 – Force majeure

1. E-Moodboard is not liable when she cannot respect her obligations based on Agreement as a result of a situation of force majeure.
2. As force majeure on the side of E-Moodboard is at least to be understood, but not to be limited to: (i) force majeure of suppliers of E-Moodboard, (ii) inadequate fulfilment of obligations of suppliers which have been required or recommended by Costumer to E-Moodboard, (iii) negligence of goods, devices, Application and/or materials of third parties, (iv) state intervention and government measures, (v) power outages and disruptions, (vi) disruptions of internet, data network facilities and/or telecommunication facilities (for example due to: cyber criminality, hacking or DDoS attacks), (vii) natural disasters. (viii) war and terroristic attacks, (ix) general transport difficulties. (x) fire, and (xi) further situations that to E-Moodboard's best judgment are outside of E-Moodboard's influence and temporarily or permanently hinder the fulfilment of her obligations.
3. If a situation of force majeure continues for longer than two months the Agreement can be terminated by each of both parties per written notice. If any service based on Agreement has already been rendered a settlement in proportion will be made without any obligations of one party to the other.

22 – Transition of risk

The risk of loss or damage of Products that form part of Agreement is transmitted to Costumer if Products have been transferred to the control of Costumer. This is the case when Products are delivered at the (digital) delivery address of Costumer.

23 – Intellectual property rights

1. All rights of intellectual property of E-Moodboard, comprising the Application made available to Costumer, data files, devices, and/or other material that include but are not limited to designs, analyses, reports, documentation and quotations, as well as all their preparational material, belong exclusively to E-Moodboard, and/or possible third parties or suppliers if and when these rights already belonged to other parties than E-Moodboard.

2. Costumer is forbidden to disclose, publish, multiply and/or change any pieces and/or Application on which the intellectual property rights are applicable, nor are they authorized to make mentioned pieces and/or Application available to third parties, without the explicit preceding written consent of E-Moodboard, as well as the payment of an agreed financial remuneration. If Costumer wishes to make any changes to the goods delivered by E-Moodboard, E-Moodboard has to give explicit consent to the intended changes.

3. Costumer is forbidden to use the Products on which the intellectual property rights of E-Moodboard are applicable differently than agreed upon in the Agreement.

4. Both parties will inform each other and act together to any infringements of the intellectual property rights of E-Moodboard.

5. Costumer indemnifies E-Moodboard for claims of third parties in respect of (potential) infringements and/or claims of third parties in relation to that what has been made available to Costumer in the light of the Agreement. Costumer will inform E-Moodboard immediately of mentioned infringements and/or claims.

6. Every infringement of Costumer of the intellectual property rights (as well as copyrights) of E-Moodboard will be penalized with a singular penalty of € 10.000,- (in words: ten-thousand euro) and a penalty of € 500,- (in words: five-hundred euro) for every day the infringement continues.

24 - Privacy, data processing and security

1. E-Moodboard carefully treats the (personal) data of Costumer and the visitors of the Application(s). If asked, E-Moodboard will inform the person concerned about the treatment of their data.

2. Costumer is responsible themselves for the processing of data that will be processed during the utilization of a service of E-Moodboard. Costumer vouches that the content of mentioned data is not unlawful and does not infringe any rights of third parties. In this context, Costumer indemnifies E-Moodboard to every (legal) claim that can be connected to these data or the execution of Agreement.

3. If E-Moodboard is bound to provide protection of information based on the Agreement, this protection will comply with the agreed specifications and security level which, regarding the state of technology, the sensibility of data and the connected costs, will not be unreasonable.

25 - Complaints

1. If Costumer is not satisfied with the service of E-Moodboard and/or has complaints about the (execution of) Agreement, Costumer is obliged to inform E-Moodboard about these complaints as soon as possible, but at the latest within the first 14 calendar days after the related reason of complaint. Complaints can be reported via info@e-moodboard.com containing "Complaint" as subject.

2. The complaint has to be motivated and/or clarified sufficiently for E-Moodboard to be able to be treated.

3. E-Moodboard will as soon as possible, but at the latest within 14 calendar days after receiving the complaint, respond substantively to complaint.

4. Both parties will strive together to find a reasonable solution.

26 – Applicable law

1. Dutch law is applicable to the legal relationship between E-Moodboard and Costumer
2. E-Moodboard has the right to update these general terms and conditions and will notify Costumer of these changes.
3. All conflicts, resulting from or due to the Agreement between E-Moodboard and Costumer will be settled at the competent court of Midden-Nederland, location Utrecht, unless mandatory law provisions lead to the jurisdiction of another court.

De Bilt (The Netherlands), March 1th 2021

(Translated in English on March 1th 2021)

These general terms and conditions and the terms of use of E-Moodboard B.V. have been filed with the registrar of the court of Midden-Nederland, location Utrecht under number 19/2021, will be sent free of charge on request and can be consulted on the website www.e-moodboard.com.