

## GENERAL TERMS AND CONDITIONS OF AU PAIR MATCH

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### 1 General

Au Pair Match provides an online platform that connects au pairs and hosting families. This service will be provided under the following conditions.

### 2 Definitions

Agreement: any agreement between Au Pair Match and the Client on which the Conditions are applicable;

Application: the software developed by or on behalf of Au Pair Match and made available to the Client (on the website [www.aupair-match.com](http://www.aupair-match.com) and via the corresponding smart device application);

Au Pair Match: the limited liability company Au Pair Match B.V. established under Dutch law;

Client: any natural person or legal entity that orders or has ordered a Service;

Conditions: these general conditions of Au Pair Match;

Party: either Au Pair Match or the Client.

Service: the activities to be carried out by Au Pair Match for the Client and any performance to be delivered as part of these activities and as specified in the Agreement;

### 3 Applicability of the Conditions

3.1 These Conditions are applicable to all (initial and subsequent) Agreements and all offers by Au Pair Match, unless explicitly agreed upon otherwise in writing. These Conditions form an integral part of the Agreement.

3.2 Au Pair Match explicitly rejects the applicability of other general conditions than these Conditions and a deviation of these Conditions is only possible when explicitly agreed upon in writing.

3.3 When the Client enters into an Agreement with Au Pair Match on behalf or in favor of any third party, the Client will inform such a third party about the Conditions and guarantees that the third party complies with the Conditions.

3.4 Au Pair Match is at all times authorized to add or modify clauses in these Conditions and will inform the Client about such changes. Such changes are in any event deemed to be accepted, when the Client does not object within ten (10) days after being informed about the relevant change by Au Pair Match and/or keeps taking up a Service or takes up a new Service.

3.5 The Client can under no circumstances rely on previous occasional deviations of the Conditions by Au Pair Match in future (similar) situations.

### 4 Establishment of Agreements

4.1 All offers by Au Pair Match will be valid for fourteen (14) days and will expire automatically unless stated otherwise in the relevant offer. All offers can be withdrawn. Offers are in writing and will be sent either by mail or by e-mail.

4.2 An Agreement is established on the moment Au Pair Match receives a signed copy of any valid offer from the Client either by mail or e-mail.

4.3 Au Pair Match is at all times allowed to terminate any negotiations with the Client with regard to any possible offer or Agreement, without any liability.

### 5 Performance of the Agreement

5.1 Au Pair Match is entitled at all times to implement updates to and changes in the Application without any notice, if such updates and/or changes are required for security reasons. In case Au Pair Match wishes to implement updates to and/or changes in the Application for other reasons, Au Pair Match will inform the Client in advance.

5.2 Au Pair Match is authorized to reject, delete and modify any data/information that the Client has inputted in the Application, when this data/information is in (or leads to) a violation of any law or regulation (in the jurisdiction of either Au Pair Match or the Client), infringes rights of third parties, is contrary to public order or morality or can harm the reputation or other interests of Au Pair Match. In any such an event the Client is not entitled to any damages.

5.3 Au Pair Match is at all times authorized to outsource or subcontract the performance of the Agreement or any part of it to a third party.

5.4 Unless otherwise agreed upon by Au Pair Match and Client, all periods of time are indicative and specified by Au Pair Match to the best of its knowledge and will never constitute firm deadlines for Au Pair Match.

5.5 If the progress of the Service is delayed or threatens to be delayed, Au Pair Match will inform the Client, stating the cause of the delay and indicating to what extent this is expected to affect the delivery period.

### 6 Rights and obligations of the Client

6.1 The Client is obliged to always use the newest version of the Application.

6.2 The Client shall use the Application and/or Service for internal commercial purposes only and is not allowed to sell or transfer the Application and/or Service to any third party.

6.3 The use of the Application and Service is based on a limited non-exclusive and non-transferable license as specified in clause 12. Usernames and/or passwords may not be shared with any third party.

6.4 At the request of Au Pair Match the Client will provide Au Pair Match fully and promptly with all requested information that Au Pair Match considers required for a proper performance of the Agreement.

6.5 If data required for performance of the Agreement is not provided to Au Pair Match, or is provided late, or is not provided in full, or not in the format required by Au

Pair Match, Au Pair Match will have the right to suspend performance of its activities according to clause 9. Au Pair Match is entitled to charge the Client for any additional costs incurred in this respect in accordance with the Au Pair Match prices and rates then applying.

## **7 Prices and rates**

- 7.1 All prices and rates are stipulated in the Agreement and stated in Euros and are excluding VAT and/or any other levies imposed by any government.
- 7.2 As far as the price will be determined on the basis of measurement systems, such as the count of clicks, leads, downloads or transactions between the Client and its customers, the systems of Au Pair Match will be decisive. Au Pair Match shall provide the Client with relevant reports on request.
- 7.3 Possible travel and accommodation expenses will be charged separately, after the Client has given written permission to Au Pair Match.
- 7.4 Au Pair Match is entitled to amend the agreed prices and rates by a percentage equaling the price index as published by Statistics Netherlands or by a similar organization in the country of the Client, with 2016 = 100 serving as a basis. Prices and rates will be amended annually and communicated to the Client by Au Pair Match in writing before the effective date.

## **8 Invoicing and payment**

- 8.1 All invoices are to be paid by the Client within fourteen (14) days of the invoice date.
- 8.2 If the Client fails to pay within the term of payment, Au Pair Match can claim extrajudicial costs of at least fifteen percent (15%) of the total amount due, for which a notice of default is not required. In addition Au Pair Match will be entitled to charge statutory commercial interest over the total amount due with a minimum of € 250 (in words: two hundred and fifty euros). Au Pair Match will then also be entitled to suspend provision of its Services to the Client, providing it gives written warning to this effect.
- 8.3 Payments by the Client will be made without any discount, deduction or any other set-off, unless parties have explicitly agreed otherwise.
- 8.4 Unless agreed otherwise, the Client undertakes to provide written and signed authorization for payment by direct debit, whereby the Client guarantees the accuracy and completeness of the completed direct debit instructions. The Client is not entitled to withdraw the authorization referred to in the previous sentence while the agreement between the parties is in force. Any costs incurred by Au Pair Match as a result of the Client's incorrect reversal of amounts collected by direct debit will be charged to the Client.
- 8.5 The agreed prices and rates include a direct-debit discount for the Client. If the parties agree that payment will not be made by direct debit as referred to in the previous subclause, each invoice sent to the Client will include collection charges to be determined by Au Pair Match.
- 8.6 The Client is not entitled to set off any payable amount with its own claims.

## **9 Duration, suspension, dissolution and termination**

- 9.1 An Agreement between Au Pair Match and the Client will be entered into for the period stipulated in that Agreement, after which the Agreement will automatically and tacitly be extended for an indefinite period until either party gives notice of termination subject to at least one (1) month's written notice. In the absence of a stipulated period, the Agreement will last for an indefinite period and will be terminable by either party at one (1) month's written notice.
- 9.2 Au Pair Match is entitled to terminate the Agreement with immediate effect if the Client files for or is granted suspension of payment or petitions for insolvency or bankruptcy or is declared insolvent or bankrupt, if the Client's business is liquidated, discontinued or terminated other than for the purposes of a merger, if a substantial part of the Client's assets or the infrastructure used for performance of the agreement is attached or if the Client can no longer be considered capable of fulfilling the obligations under the Agreement.
- 9.3 Whenever the Client fails to meet its obligations under the Agreement in any way, Au Pair Match has the right to suspend all its own possible obligations towards the Client and to dissolve the Agreement, without notice of default. Au Pair Match stays entitled to all the payments due and all suffered damages.
- 9.4 In case of suspension, termination or dissolution of the Agreement, Au Pair Match is not obliged to pay compensation for any damages of the Client.

## **10 Liability and indemnification**

- 10.1 Any liability of Au Pair Match for an event, whereby a series of events will constitute a single event, will be limited to direct loss and to a maximum of the price of the relevant Service stipulated in the Agreement excluding VAT.
- 10.2 Direct loss will be taken exclusively to mean: reasonable costs that the Client incurs in order to have the performance of Au Pair Match meet the terms of the Agreement. Liability in respect of indirect and all other forms of loss or damage other than as referred to in the previous subclause is excluded.
- 10.3 Au Pair Match will not be held liable for an attributable failure in the performance of the agreement until it is given proper notice of default by registered letter that contains notice of default and grants a reasonable period of time for Au Pair Match to fulfil its obligations under the agreement and Au Pair Match fails to fulfil its obligations within such period.
- 10.4 A right to compensation will arise only if Au Pair Match is given proper, specific and detailed notification in writing of the damage or loss suffered as soon as possible after it becomes known and in any event within six (6) weeks of its being established
- 10.5 Au Pair Match is not liable for any loss or damage resulting from received directions or instructions or the following of directions or instructions given by any public authority (in the jurisdiction of either Au Pair Match or the Client).
- 10.6 Au Pair Match cannot be held liable for damages of any kind that are the direct or indirect result of providing incorrect and / or incomplete information, or

any inaccurate, improper or illegal use of the Application by the Client.

- 10.7 The Client indemnifies Au Pair Match for all claims by third parties relating to the actual or alleged infringement of third-party intellectual property rights or any other rights resulting from the use of the Application by the Client.

## 11 Force Majeure

- 11.1 Neither party is obliged to fulfil any obligation under an agreement if hampered from doing so by force majeure. Force majeure on the part of Au pair Match includes non-attributable failure in the performance of obligations by its suppliers, floods, fire, overheating, dust, terrorist attacks or acts of war.
- 11.2 If the condition of force majeure persists for more than sixty (60) days, the parties will have the right to terminate the Agreement with immediate effect by a registered letter notifying the termination, without any obligation of either party to pay the other party compensation. Any activities already performed under the Agreement will be settled by the parties pro rata.

## 12 Intellectual property

- 12.1 All intellectual property rights, including but not limited to trademarks and copyrights on the Application and all other work or result of any Service provided by Au Pair Match (or its suppliers), are held by Au Pair Match (or its suppliers). The Agreement does not lead to any transfer of these rights.
- 12.2 Au Pair Match grants a non-exclusive and non-transferable license to the Client to download, install and use the Application and use the Service for the purpose of its internal commercial activities. Sublicensing is not allowed.
- 12.3 The license expires immediately when the Client does not fulfill all its obligations under the Agreement and these Conditions.
- 12.4 Au Pair Match is entitled at all times to add or remove mention of its name (or have mention of its name added/removed) from the Application.
- 12.5 Unless agreed otherwise, Au Pair Match will be entitled at its option, whether including a logo or otherwise, to list the Client as a reference on its website

## 13 Confidentiality

Parties will treat all information on each other's organization and all other information that the parties know or should know to be of a confidential nature as strictly confidential. Except with the other party's prior written permission, neither party will make information or information carriers that are at its disposal and relate to the other party available to third parties or to its employees except insofar as such is required in order to perform the agreed activities, subject to an immediately payable penalty of € 20,000 (twenty thousand Euros) for each breach.

## 14 Staff takeover

Parties will, without the prior written consent of the other party, not engage any staff members of the

other party or third parties active for the other party who are involved in the execution of the agreement or who had been involved in the execution of the agreement for less than one (1) year in advance, subject to an immediately payable penalty of € 20,000 (twenty thousand Euros) for each breach.

## 15 Privacy

- 15.1 Au Pair Match is the entitled party with regard to the personal data it has available as a result of her performance under the Agreement, unless parties agree otherwise in writing. Au Pair Match holds these personal data only for the purpose of performing the activities under the Agreement.
- 15.2 Under the Dutch Personal Data Protection Act ("WBP"), the Telecommunications Act and / or other legislation or regulations relating to privacy or the protection of personal data, Au Pair Match will be considered the "Processor" and the Client will be considered the "Responsible Party".
- 15.3 The Client is aware that, in its capacity as Responsible Party within the meaning of the WBP, it is obliged to inform Au Pair Match of the measures to be taken in order to meet the requirements of the WBP. In the relationship between Au Pair Match and the Client, the responsibility of Au Pair Match with regard to the personal data registered and processed will never exceed that of a processor within the meaning of the WBP.
- 15.4 In accordance with the WBP and other applicable legislation and regulations pertaining to the protection of privacy the parties will, if and insofar as applicable, guarantee a reasonable level of security for activities that include processing personal data as defined in the WBP. Whether the level of security is deemed reasonable will depend on all the circumstances, including the nature of the data, the current state of technology and the costs involved in guaranteeing a certain level of security.
- 15.5 The Client indemnifies Au Pair Match against all claims by third parties relating to a failure to comply with the obligations under the WBP and other legislation and regulations pertaining to the protection of personal data.

## 16 Miscellaneous

- 16.1 If one of the provisions of these Conditions is invalid, nullified or nonbinding, the remaining provisions will remain in full force and parties will enter into consultation with each other on a new provision that retains as much as possible of the purpose of the invalid, nullified or nonbinding provision.
- 16.2 If and insofar as there is any inconsistency between these Conditions and an Agreement, the provisions of the Agreement will prevail.
- 16.3 If Au Pair Match carries out activities for the Client that were not foreseen when the agreement was entered into, such activities will be charged on the basis of the actual costs and the rates applying at the time.

**17 Applicable law and jurisdiction**

- 17.1 The legal relationship between Au Pair Match and the Client is governed by Dutch law (the laws of The Netherlands).
- 17.2 Disputes arising from the Agreement and any offer thereto as well as these Conditions itself shall be exclusively brought before Rechtbank Den Haag (the court of The Hague) in The Netherlands.