

# GENERAL TERMS AND CONDITIONS DOTCOMSPORT

## MODULE A – GENERAL

### ARTICLE A1. DEFINITIONS

The capitalized terms used in the Agreement, General Terms and Conditions and the Appendices shall have the following meanings:

A.1.1. **General Terms and Conditions:** the conditions of the present document that are an integral part of the Agreement;

A.1.2. **Data Processing Agreement:** the processor conditions as set out in Appendix 1;

A.1.3. **Data:** all (personal) data stored by the Client and/or accessible through the Service;

A.1.4. **Service(s):** the service(s) as specified in the offer or quotation of Dotcomsport;

A.1.5. **Dotcomsport:** the private company Dotcomsport B.V., with its registered office in Zeewolde, the Netherlands and registered at the Dutch Chamber of Commerce under the file number 39075366;

A.1.6. **Effective Date:** the date upon which the Agreement is considered to take effect and upon which the delivery of the Service(s) take place;

A.1.7. **Client:** the natural person or legal entity who is acting in the performance of a profession or business with whom Dotcomsport has concluded an Agreement;

A.1.8. **Agreement:** the agreement between Dotcomsport and the Client based on which Dotcomsport will perform the Service(s);

A.1.9. **Person Details:** any information relating to an identified or identifiable natural person;

A.1.10. **Price List:** the separately available list of prices containing activities by Dotcomsport and the Service(s) to be provided by Dotcomsport to the Client on the Effective Date at the latest;

A.1.11. **SLA:** the Service Level Agreement which is an integral part of the Agreement. All the agreements regarding availability are set in this SLA;

A.1.12. **Updates:** changes and updates to the Service for the purpose of bug fixing, improving the functionality and/or the repairing of errors;

A.1.13. **Upgrades:** structured changes and upgrades to the Service for the purpose of adding (large) functionalities;

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A.1.14. **Website:** the web pages available through [www.Dotcomsport.nl](http://www.Dotcomsport.nl), or subdomains thereof, and other extensions belonging to Dotcomsport.

### ARTICLE A2. APPLICABILITY AND HIERARCHY

A.2.1. These General Terms and Conditions and Module A are applicable to any offer or quotation by Dotcomsport in relation to Services and are an integral part of every Agreement.

A.2.2. The specific modules are applicable if the requested or offered Services are within the scope described in the module. If a specific module is applicable, this module will take precedence over Module A.

A.2.3. The definitions, as described in article A.1, apply to all the modules of these General Terms and Conditions, unless a definition is assigned elsewhere in the Agreement and/or General Terms and Conditions.

A.2.4. Provisions or conditions stipulated by the Client, that deviate from, or do not appear in these Terms and Conditions, only become binding when they have been accepted and confirmed in writing by Dotcomsport.

A.2.5. In the event of any conflict regarding the provisions in the Agreement, General Terms and Conditions or Appendices thereof, the following hierarchy applies: i. the Agreement; ii. the possible closed Service Level Agreement; iii. the possible appendices with the Agreement; iv. these General Terms and Conditions.

### ARTICLE A3. EXECUTION OF THE AGREEMENT

A.3.1. After concluding the Agreement, Dotcomsport will carry out the Service in accordance with the quotation as soon as possible.

A.3.2. If the Client does not act in the performance of a profession or business, the delivery of the Service will be commenced immediately after ordering, with express consent of the Client. From that moment on, the Client has no right to revoke the Agreement.

A.3.3. Unless explicitly agreed otherwise in writing, Dotcomsport guarantees that the Service will be performed with sufficient care and professionalism.

A.3.4. Unless otherwise agreed in writing, the delivery dates given by Dotcomsport serve as indication only and shall under no circumstances be deemed to constitute a final date.

A.3.5. If and in so far required for the proper execution of the Agreement, Dotcomsport shall have the right to have certain work done by third parties without having to inform the Client. Dotcomsport shall not charge the Client for the additional costs made by the third parties.

A.3.6. The Client is obliged to do all that and let whatever is reasonably necessary and desirable to ensure a proper execution of the Service. In particular, the Client shall ensure that all data, which

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Dotcomsport indicates are necessary or which the Client needs to understand to be necessary for the performance of the Service to be provided fully and timely to Dotcomsport.

A.3.7. In addition to the information referred to in article A.3.6, the Client must provide current contact details for communication between Dotcomsport and the Client. When a change in the contact details has occurred, the Client will make this aware to Dotcomsport without delay.

A.3.8. If the details as explained in articles A.3.6 and A.3.7 are not timely provided to Dotcomsport or if the Client does not fulfill its obligations in any other way, Dotcomsport has the right to suspend its own obligations without being held liable for any compensation.

### **ARTICLE A4. INTELLECTUAL PROPERTY**

A.4.1. The Service, the associated software and all the information and the images on the Website is the intellectual property of Dotcomsport. These are not allowed to be copied or used in any way without a separate written approval by Dotcomsport, except for the cases when this is legally allowed.

A.4.2. Information which the Client saves or processes through the Service, the Data, is and will remain property of the Client (or of their staff members and/or players). Dotcomsport has limited rights to use this information for the Service, including future aspects thereof. The Client can revoke this right by deleting the information, to terminate the Agreement or to make the withdrawal known to Dotcomsport in writing.

A.4.3. If the Client sends information to Dotcomsport, such as feedback on a mistake or a suggestion for improvement, it gives Dotcomsport unlimited and infinite usage rights to use this information for the Service. This does not include information which the Client explicitly marked as confidential.

### **ARTICLE A5. PRICES**

A.5.1. The prices for the Services are as stated in the quotation. All prices are in Euros and excluding VAT.

A.5.2. Every time the Agreement is renewed, Dotcomsport is entitled to increase the prices with a maximum of 5 percent. If a supplier of Dotcomsport raises his prices during the Agreement, Dotcomsport is entitled to charge the Client with this increase immediately. Dotcomsport will communicate price changes in writing.

A.5.3. Dotcomsport is entitled to change the price conditions and to charge the Client for additional costs if the Client, due to organizational changes, can no longer fulfill the conditions in which they entered into this Agreement.

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## ARTICLE A6. PAYMENT TERMS

A.6.1. The fees for the Services will be invoiced annually and in advance.

A.6.2. Dotcomsport is entitled to send invoices electronically. The Client hereby agrees to electronic invoicing. Invoices will be sent in PDF or another appropriate format to the known email address of the Client.

A.6.3. Payments need to be made within eight (8) days following the date of completing the invoice, unless otherwise agreed in the Agreement. Late payment by the Client does not exempt the Client from their payment obligations towards Dotcomsport.

A.6.4. If the Client believes that the invoice is incorrect, the Client must make objections towards Dotcomsport by written notice before the due date of the invoice. Upon receiving the objection, Dotcomsport will investigate the accuracy of the invoice. The portion of the invoice to which no objection is made remains due. Payment of that portion may not be suspended.

A.6.5. If the Client does not pay on time, the Client will be legally in default without any required notice from eight (8) days after the expiry of the invoice date. From that moment on, Dotcomsport is entitled to limit its services by, for example, limiting access to the Service if they notify the Client at least 48 hours in advance. The (availability) guarantees will then be suspended.

A.6.6. In case of a late payment, the Client is held to a full compensation of both judicial and extrajudicial collection costs in addition to the full amount due and the interest thereon, including costs for lawyers.

A.6.7. In the above mentioned cases, Dotcomsport has the right to cancel the Agreement, or the parts thereof which have not yet been performed, without court intervention and without owing any compensation, and to reclaim any unpaid goods without prejudice to its right to compensation.

A.6.8. The claim for the payment is immediate and fully due if the Client is in state of bankruptcy, suspension of payments or total seizure of assets of the Client, the Client dies and furthermore, or if it enters into liquidation or if it dissolves.

A.6.9. If, on the basis of facts and circumstances, there can be a reasonable doubt whether the Client will be able to settle its payment obligations, Dotcomsport may require security from the Client in the form of financial security for a six month period.

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## ARTICLE A7. LIABILITY OF DOTCOMSPORT

A.7.1. If the Client acts in the performance of a profession or business, the following limitations of liability apply.

A.7.2. Unless there is a case of intent or gross negligence, Dotcomsport is not liable for damage suffered by the Client, including damage as a result of Dotcomsport failing to perform its obligations under the Agreement or by an unlawful act of Dotcomsport, its employees or engaged third parties. When liability cannot be excluded, it will be limited to compensation for direct damage per event or a series of events up to 50% of the amount which the Client paid Dotcomsport within the last twelve (12 months), with a maximum of EUR 10.000,00 (excluding VAT).

A.7.3. Unless there is a case of intent or gross negligence, the total liability of Dotcomsport for damage caused by death or personal injuries or for material damage to property shall in no case exceed the amount paid by the insurance. If the insurance does not pay, the liability will be limited to an amount of EUR 20.00,00 (excluding VAT) per damage causing event, where a series of events counts as one event.

A.7.4. Dotcomsport is not liable for direct damage, including consequential damage, lost profit, lost savings, mutilation or loss of (business) information and/or the Data, information on the equipment and damage by business irruption.

A.7.5. The liability of Dotcomsport as a result of its limitations to perform the obligations of the Agreement, arises only in the Client informs Dotcomsport in writing about its limitations and sets a reasonable period to remedy the limitations and if Dotcomsport also fails to fulfill its obligations after this period.

## ARTICLE A8. FORCE MAJEURE

A.8.1. Dotcomsport is not obligated to fulfill any obligation to the Client if he is being hampered due to external causes, foreseen or unforeseen, which Dotcomsport cannot influence but which prevents Dotcomsport from fulfilling its obligations.

A.8.2. This is defined as a circumstance that is not due to debt, and neither under the law, a legal action or generally accepted traffic accounted for is coming. In particular, force majeure includes: domestic disturbances, mobilization, war, traffic jams, strikes, network attacks such as synfloods or (distributed) denial-of-service attacks, business interruptions, supply delays, fire, flood, import and export restrictions and in case Dotcomsport, for whatever reason, is put into a position by its own suppliers during which they cannot deliver causing that the fulfillment of the Agreement cannot be required by Dotcomsport.

A.8.3. During the period that the force majeure continues, Dotcomsport can suspend obligations of the Agreement, which also suspends the payment obligations of the Client. If this period lasts longer than ninety (90) days, either party is entitled to terminate the Agreement without judicial intervention and without the parties being able to claim any damages.

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A.8.4. If at the time of the occurrence of force majeure Dotcomsport has already partly fulfilled, or will fulfil, its obligations arising from the Agreement, and independent value accrues to the part fulfilled or to be fulfilled, then Dotcomsport is entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is bound to pay this invoice.

### **ARTICLE A9. CONFIDENTIALITY**

A.9.1. Parties are obligated to keep the information, which they receive from the opposing party, as confidential, including the content in this Agreement. Parties also impose this obligation on their employees and third parties engaged by them to implement the Agreement.

A.9.2. Dotcomsport will not take not of any of the data that is made available through the Service or the stored data, unless this has been agreed with the Client or if Dotcomsport is obliged under law or a court order. In that case, Dotcomsport shall endeavor to limit the notification of data as much as possible, as far as lies within its power.

A.9.3. Information shall be confidential as long as one of the parties designates the information as confidential.

### **ARTICLE A10. DURATION OF THE AGREEMENT**

A.10.1. The Agreement shall be effective as of the date of the signature on the Agreement by the Client, unless another begin date is agreed in the Agreement.

A.10.2. In case the Client acts in the performance of a profession, business or organization, the duration of the Agreement will run from the effective date until the end of the following year and is thereafter automatically renewed for periods of one (1) year unless either party terminates the Agreement in compliance with the notice period. Both parties will use a notice period of three (3) months.

A.10.3. In case the Client does not act in the performance of a profession, business or organization, the duration of the Agreement will run from the effective date until the end of the following year and is thereafter automatically renewed for periods of one (1) month unless either party terminates the Agreement in compliance with the notice period. Both parties will use a notice period of one (1) month.

A.10.4. Dotcomsport is entitled to suspend the Agreement with immediate effect, without liability to pay compensation, if a) the Client has been limited in performing its obligations and this has not been restored by the Client five (5) days after making written notice; b) if the Client has filed for bankruptcy or the bankruptcy of the Client is requested, demanded or expressed, or if the Client offers a private agreement to its creditors.

A.10.5. In case Dotcomsport terminates the Agreement based on what is explained above, existing payment commitments remain for the Client with respect to send invoices and performed activities.

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## ARTICLE A11. CHANGES TO THE AGREEMENT

A.11.1. Changes to the Agreement are done in writing and require the agreement of both parties.

A.11.2. Dotcomsport is entitled to change these Terms and Conditions with every renewal if they communicate the proposed changes to the Client no later than thirty (30) days before making the changes.

A.11.3. If the Client makes a timely objection against the changes, Dotcomsport will reconsider and withdraw the changes if they believe the changes were rightly objected. However, if Dotcomsport decides to go through with the changes, despite the objection of the Client, the Client has the right to terminate the Agreement by the time the changes take effect.

## ARTICLE A12. ADDITIONAL PROVISIONS

A.12.1. This Agreement is governed by the laws in the Netherlands.

A.12.2. To the extent that the rules of the law do not provide otherwise, all the differences which may arise because of this Agreement, shall be submitted to the competent Dutch court in the district Central Netherlands region Almere.

A.12.3. The by Dotcomsport received and saved version of any communication and administration is considered authentic and compelling evidence, barring contrary proof supplied by the Client.

A.12.4. In this Agreement, "in writing" also includes communication through email or the Service, provided that the identity of the sender and integrity of the content stays established.

A.12.5. If the Client is taken over by a third party or if the Client takes over a third party, this will be reported to Dotcomsport immediately after the Client finds out about the acquisition.

A.12.6. Dotcomsport is entitled to transfer its rights and obligations from the Agreement to a third party who takes over the Service or the relevant business activity from her.

A.12.7. If any provision of the Agreement is declared non-valid, this shall not affect the validity of the entire Agreement. The parties involved with this Agreement, will establish (a) new provision(s) that will make the intention of the original Agreement as legal as possible.

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## MODULE B – SOFTWARE-AS-A-SERVICE

Indien de Dienst (mede) ertoe strekt tot het leveren van een dienst via het internet als zijnde Software-as-a-Service, geldt voorts het in deze module bepaalde.

### ARTICLE B1. USAGE RIGHTS

B.1.1. Dotcomsport hereby grants the Client, for the duration and under the terms and conditions of this Agreement, a limited, non-exclusive and non-transferable right to use the Service.

B.1.2. Under the usage rights, as referred to in the previous paragraph, future Updates are also included. Dotcomsport has the right to charge additional fees for the installation of Upgrades.

B.1.3. Client is entitled to use the Service under the usage rights for the undertaking or institution of the Client. The restrictions, including the number of user accounts and the available functionalities, are listed in the Agreement.

B.1.4. The Client is not allowed to sublet any service to or with third parties. This does not include the employees of the (sport) institution of the Client.

B.1.5. With the acquisition of the Service, the Client will strictly comply with all applicable legal requirements.

B.1.6. The Client is responsible for loading all the data in the Service through the import options or one of the synchronizing options that are made available by Dotcomsport in the Service. Dotcomsport is not liable for any inaccuracies after loading or syncing the data, unless there is intent or gross negligence.

### ARTICLE B2. SUPPORT BY DOTCOMSPORT

B.2.1. Dotcomsport provides support when delivering the Service in the form of activities that, according to Dotcomsport, are supportive and can be performed quickly and easily.

B.2.2. In addition to the in the previous paragraph mentioned support, Dotcomsport is prepared to carry out other work for the Client. At the request of the Client, Dotcomsport will prepare a quotation for the concerning work.

B.2.3. It is not possible to make custom modifications to the Service (functional or other changes specific to the Client). However, the Client is free to send suggestions to Dotcomsport.



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### ARTICLE B3. MAINTENANCE AND FAULTS

B.3.1. Dotcomsport has the right to take its systems, including the Service, or parts thereof temporarily out of service for the purposes of maintenance, modification or improvement. Dotcomsport shall endeavor to arrange for such taking out of service to take place as far as possible outside office hours and shall make every effort to notify the Client of the planned taking out of service in good time. Under no circumstances, however, is Dotcomsport liable for compensation for damage with such taking out of service.

B.3.2. Dotcomsport has the right to modify its systems, including the Service, or parts thereof from time to time to improve the functionality and to rectify faults. If a modification leads to a substantial change in the functionality, Dotcomsport shall make every effort to notify the Client thereof. In the case of modifications that are relevant for several Clients, it is not possible to forgo a given modification for the Customer alone. Dotcomsport is not liable for any compensation of damage due to such a modification.

B.3.3. In the event of the non-availability of the Service, due to faults, maintenance or other causes, Dotcomsport shall make every effort to inform the Client of the nature and the expected duration of the interruption.

### ARTICLE B4. TERMINATION

B.4.1. Dotcomsport shall make the stored Data of the Client available to the Client in a common format within ten (10) working days after the termination of the Agreement. A common format occurs when the format is common in the relevant industry. Dotcomsport always has the right to not make Data available if this is not possible for any reason whatsoever.

B.4.2. Dotcomsport has the right to charge additional fees if the Client has specific requirements regarding the provision of Data and/or the file format.

B.4.3. In addition to providing the data referred to in the previous paragraphs, Dotcomsport has the possibility to provide the Client, upon request, with a limited license for the duration of ten (10) working days for the purpose of making a backup copy of the Data. However, Dotcomsport is not obligated to grant such a license.

B.4.4. After providing the Client with the Data, Dotcomsport has the right to make the Data inaccessible and remove it permanently.