

## **GENERAL TERMS AND CONDITIONS OF WEBCAMCONSULT, INCLUDING TERMS OF USE**

These General Terms and Conditions are applicable to all offers and agreements, in which Webcamconsult B.V. acts as a supplier.

### **1. General stipulations and definitions**

**This article determines how certain of the terms used are to be understood in these General Terms and Conditions.**

1.1 In the General Terms and Conditions and in the offers and agreements to which the General Terms and Conditions relate, the terms listed below shall be understood to have the following meanings:

<b>Client:</b>	The contractual counterparty of the Supplier, such as a healthcare institution, which makes use of Webcamconsult in order to perform consultations;
<b>Service(s):</b>	The provision, by the Supplier to the Client, of Webcamconsult;
<b>User(s):</b>	Each user of Webcamconsult. Webcamconsult makes a distinction between two types of users, with on the one hand, the Client and the service providers (treatment providers, doctors, etc.) under its responsibility and, on the other hand, their customers or patients;
<b>Supplier:</b>	Webcamconsult B.V., established in Bergen op Zoom and listed in the Dutch Commercial Register under number 67385508;
<b>Agreement:</b>	the agreement between the Supplier and the Client, of which these General Terms and Conditions form part;
<b>Webcamconsult:</b>	the Service known as 'Webcamconsult' that is offered by the Supplier via the website webcamconsult.com in the form of Software-as-a-Service, which enables Users to video call each other and share files in such a way that, depending on their role, Users are able to provide and receive video consultations.

### **2. Applicability of the General Terms and Conditions**

**This article determines which regulations are applicable to the relationship between the parties.**

- 2.1 These General Terms and Conditions are applicable to every offer, quotation or Agreement in connection with Webcamconsult and with Services related thereto. These General Terms and Conditions are also applicable to the use of Webcamconsult by the User. Purchasing or other terms and conditions of the Client and/or User shall explicitly not apply.
- 2.2 More detailed arrangements between the Supplier on the one hand and the Client on the other shall only prevail over these General Terms and Conditions if they have been agreed in writing and have been explicitly determined by, or formed the indisputable intention of, the parties.
- 2.3 The Supplier reserves the right to amend or supplement these General Terms and Conditions. The continued use of Webcamconsult by the User after the General Terms and Conditions

have been supplemented or amended shall constitute acceptance of the new General Terms and Conditions. The parties may only deviate from these General Terms and Conditions in writing.

- 2.4 These General Terms and Conditions are not applicable to the contractual relationships that exist between Users of Webcamconsult. It is possible that a User who is a service provider may apply his/her own General Terms and Conditions in relation to a User that is a client of that service. The Supplier shall not be party to those General Terms and Conditions.

### **3. Offers**

**This article contains regulations governing offers issued by the Supplier**

- 3.1 All offers and quotations in connection with the services from the Supplier shall be without obligation and shall be revocable until such time as the Supplier confirms in writing, including in electronic form, that the Agreement with the Client will come into being or that the Supplier has commenced delivery of the service. An Agreement between the parties can also come into being if the acceptance by the Client only differs from the offer in less important respects, such to be at the discretion of the Supplier. An offer from the Supplier shall automatically lapse in the event that the Client has not accepted it within thirty (30) days.

### **4. Prices and payment**

**This article sets out the prices and payment method used by the Supplier.**

- 4.1 All of the prices charged by the Supplier shall be in the currency indicated and exclusive of VAT and other levies imposed by the government, unless explicitly stated otherwise. The Supplier will not accept any payments in a currency other than the one stated. In the event that no currency is stated, all prices shall be deemed to be in euros.
- 4.2 All prices on the website and on offers, leaflets and other documentation produced by the Supplier may contain programming and/or typing errors.
- 4.3 In the event that a price has been based on inaccurate data provided by the Client, the Supplier shall be entitled to adjust the price as if the correct details had been provided, even after the Agreement between the parties has already come into being.
- 4.4 If the Client is subject to a periodical payment obligation, the Supplier shall be entitled to adjust the current prices in writing on the date specified in the Agreement. In the event that the Agreement does not explicitly include a provision enabling the prices to be adjusted, the Supplier shall be entitled to adjust the current prices in writing by observing a notice period of at least three (3) months. In the event that, in the latter case, the Client does not wish to agree with the adjustment, the Client shall be entitled to terminate the Agreement in writing within thirty (30) days after being notified of the adjustment; termination shall then be effective from the date on which the new prices would have entered into force, such in derogation from articles 13.1 and 13.2. The Client shall not be permitted to terminate the Agreement for this reason, if the adjustment of the prices does not exceed a percentage equivalent to the consumer price index published by Statistics Netherlands (CBS). If the Supplier index-links the prices on that basis, this shall take place on 1 July, based on the average inflation figure in the preceding calendar year.

- 4.5 The Supplier shall invoice the Client for the amounts owed by the Client. The Supplier shall be entitled to issue invoices in electronic form for that purpose. The Supplier shall be entitled to charge the amounts owed under the periodical payment obligation before providing its Services.
- 4.6 The payment term of an invoice shall be fourteen (14) days after the invoice date, unless agreed otherwise.
- 4.7 The Client shall not be entitled to invoke the suspension of payments or set-off in its dealings with the Supplier.

## **5. General aspects of the Service**

**This article governs a number of general aspects of the way in which the Supplier delivers its Services, in particular the manner in which Webcamconsult is made available by the Supplier.**

- 5.1 The Supplier shall perform its Services at all times on the basis of an obligation to use best endeavours, with the exception of elements of the service provided for which the Agreement explicitly stipulates a specific result.
- 5.2 After an Agreement to that effect has been concluded between the parties, the Supplier shall, to the best of its ability, provide a Service that operates correctly and shall ensure that its Service and to realise the uninterrupted availability of the associated systems and networks.
- 5.3 Due to the many factors that lie beyond the Supplier's control, the Supplier does not offer any guarantees with regard to quality or availability, unless explicitly agreed otherwise. The delivery dates stated by the Supplier shall also be indicative at all times, unless explicitly agreed otherwise.
- 5.4 The Supplier may take its Service out of use, either entirely or partially, in order to carry out preventative, corrective or adaptive maintenance or other forms of service, without becoming liable to pay compensation for losses or damage. The Supplier shall not allow the Service to be out of use for any longer than necessary and shall ensure as much as possible that such periods take place outside of office hours. The Supplier shall inform the User of any malfunctions or scheduled maintenance.
- 5.5 The Supplier shall remain available to provide the Client with a reasonable level of remote support by e-mail (via support@webcamconsult.nl), during standard office hours (UTC +1/CET).
- 5.6 The Supplier's responsibility shall extend to the provision of the Service only and shall not include the consequences and content of the relationship between Users of Webcamconsult. The Supplier shall never be party to any agreement between Users themselves.

## **6. Performance of the Agreement**

**A mutual agreement demands effort on the part of both parties. This article contains a number of rules concerning the manner in which the Supplier performs its Services**

- 6.1 All amendments to the Agreement between the parties, whether requested by the Client or resulting from the fact that as a result of any circumstances whatsoever, the Agreement needs to be performed in a different manner, shall be regarded as additional work and the additional costs associated therewith shall correspondingly be invoiced to the Client at the Supplier's normal rates.
- 6.2 The acceptance of the provision of Webcamconsult to the Client shall emphatically not depend on any acceptance procedure, unless the parties have explicitly and substantively agreed a clearly elaborated acceptance procedure and a specific implementation plan and not merely the duty to be in possession of such a procedure or to draw up a plan of that type. Acceptance shall be deemed to have taken place in the event that the situation referred to in the previous clause does not apply and the Client has taken Webcamconsult into productive use within its organisation.
- 6.3 Unless the parties have agreed certain maximum storage capacities and data traffic per period, no maximum amounts shall in principle apply in connection with the Services provided by the Supplier. If no maximum amounts are in force, a fair use policy shall instead apply, in which the parties undertake to find an appropriate solution by mutual consultation.

## **7. The obligations of the Client**

**A mutual agreement demands effort on the part of both parties. This article sets out the Client's obligations in that regard.**

- 7.1 The Client is obliged to do and to allow everything that is reasonably necessary and appropriate in order to enable the Agreement between the parties to be performed in a correct and timely manner by the Supplier. In particular, the Client shall ensure that all data that the Supplier states to be necessary, or that the Client reasonably ought to understand to be necessary for the performance of the Service, are provided to the Supplier in a correct and timely manner. The term within which the Supplier is required to perform the Agreement shall not commence until all of the data that have been requested and are necessary have been received by the Supplier.
- 7.2 The Supplier shall be entitled to have certain tasks arising from the Agreement between the parties performed by third parties. Any unexpected additional costs associated therewith shall only be borne by the Client if that has been agreed in writing in advance. These General Terms and Conditions shall also apply to the tasks performed by third parties in accordance therewith.
- 7.3 The Client shall inform the Supplier immediately of any changes to its name, address, place of residence or establishment, e-mail addresses, telephone numbers, bank account numbers or other details relevant to the performance of this Agreement.
- 7.4 In the event that the Client fails to fulfil any obligation arising from the Agreement between the parties, the Client shall be deemed to be legally in default, without any further notice of default being necessary. Default on the part of the Client shall result in the Client owing statutory interest and in the Supplier being entitled to suspend the Service, which shall include blocking access to Webcamconsult.
- 7.5 In the event that the Supplier suspends fulfilment of its obligations, it shall retain its entitlements under the terms of the law and of the Agreement between the parties, including

the entitlement to receive payment for the suspended Service and the right to receive compensation for damage, lost profit, and interest. The Supplier shall not be obliged to pay compensation for losses or damage incurred as a result of valid suspension.

- 7.6 In order to ensure that the Agreement between the parties is performed thoroughly and correctly, the Supplier shall be entitled to process personal data on behalf of the Client, where applicable. In such cases, the Supplier shall fulfil the role of the 'processor' within the meaning of the laws and regulations governing the protection of personal data in the Netherlands. The Client shall be the 'controller' of the relevant personal data. In order to ensure that the processing steps involved are carried out with due care, the Supplier shall cooperate by concluding a separate processing agreement with the Client.

## **8. Terms and conditions of use**

**When using Webcamconsult, the provisions in this article shall in particular apply. All Users must adhere to these rules and rules of conduct.**

- 8.1 When making use of Webcamconsult, the User shall be prohibited from violating the laws and regulations in the Netherlands or any other laws or regulations applicable to the Supplier, from infringing the rights of others or from otherwise acting unlawfully.
- 8.2 The User shall refrain from causing nuisance to other Users or internet users or from damaging the systems or networks of the Supplier, its other clients or other internet users. The User is not permitted to launch processes or programs, whether or not via the Supplier's systems, if he/she is aware or ought reasonably to assume that these will cause nuisance or damage to the Supplier, to its clients, to Users or to other internet users.
- 8.3 In the event that in the Supplier's opinion, whether or not after receiving a complaint from a User or third party, any form of nuisance, damage or other risk to the functioning of Webcamconsult, the computer systems or the network of the Supplier, of Users or of third parties should occur, the Supplier shall be entitled to take all measures it reasonably deems necessary in order to prevent or limit the risk concerned. These measures shall in all cases be understood to include blocking the User's access to Webcamconsult. The Supplier shall communicate this to the User as soon as possible. The Supplier shall not be obliged to pay compensation for any losses or damage resulting from measures taken in accordance with this article.
- 8.4 The Supplier shall be entitled to divulge the name, address and other identifying data of the Client and/or User to a third party who believes that the said Client and/or User is infringing its rights, on condition that the accuracy of that complaint is, in reasonableness, sufficiently plausible and on condition that supplying the data concerned would clearly be in the interest of the third party concerned.
- 8.5 The User must make certain that the data, hyperlinks and files shared by him/her while using Webcamconsult are lawful and appropriate, do not contain any pornography and do not infringe the rights of third parties, including the right to privacy and intellectual property rights held by others. In order to respect the intellectual property rights of others, it is important to ensure that before any texts, illustrations, videos or other content are used, permission has been granted by the rightholder or that the use being made lies within the

permitted copyright restrictions. The User shall indemnify the Supplier in respect of actions performed in contravention of this article.

- 8.6 The Client shall warrant that its personnel, or other Users under its leadership and/or supervision, will be informed of the terms and conditions of use laid down in the articles above and will also adhere to them.

## **9. Account**

**In order to make use of Webcamconsult, some Users must create an account.**

- 9.1 Some Clients or Users offering services under the responsibility of the Client must create an account in order to make use of Webcamconsult. By creating an account, the User declares his/her agreement to these General Terms and Conditions. Other Users will not need to create an account, but will obtain log-in details (e-mail address and password) to enable them to access a digital waiting room/consulting room.
- 9.2 When creating an account, the User will be required to enter personal data and details relating to his/her business, if applicable. The User shall warrant that these data are complete, accurate and truthful. Creating accounts under a fictitious name or using the name of another person is not permitted. The User shall give consent for the Supplier to save and make use of the personal data and, if applicable, business data entered, for purposes associated with the management of the account.
- 9.3 The account is personal and the User – or, if applicable, a group of Users, such as a department of an organisation – shall not grant others access to the account. Even Users without an account must ensure that the log-in details they have obtained are kept secret. The User shall be individually responsible for ensuring that the log-in details, including the password, are kept confidential. In the event that third parties have made use of the User's log-in details, the User must inform the Supplier of this immediately. Until then, the User shall be individually liable for all consequences and damage arising from the unauthorised use by third parties, even if this occurs without the knowledge or permission of that User.
- 9.4 Supplementary to all other legal remedies that may be of service to it and without stating any reasons and without prior consultation, the Supplier shall be entitled to suspend and/or terminate access to Webcamconsult at any time, especially in the event that the User acts in contravention of these General Terms and Conditions, in the event that the Client does not effect payment in a timely manner or if the Supplier is of the opinion that the actions of the User may be harmful to Customers or third parties.
- 9.5 In the event that the Supplier terminates access to the account for any reason whatsoever, the Supplier shall not be liable for any losses or damage arising therefrom.

## **10. Intellectual property**

**The Supplier and third parties may hold intellectual property rights, such as copyrights of database rights, which will need to be respected.**

- 10.1 All intellectual property rights in relation to any Service, Webcamconsult, software, content, analyses, designs, documentation, recommendations, offers, including material for the

preparation thereof, that are developed or made available by the Supplier in the context of the Agreement, shall reside exclusively with the Supplier or its licensors.

- 10.2 The Client shall solely acquire the rights of use and the powers that arise from the purpose of the Agreement between the parties, from these General Terms and Conditions or are otherwise granted in writing. Other than the rights referred to above and the rights granted to the Client under the terms of mandatory law, the Client shall not reproduce, make public or (repeatedly and systematically) request and reuse the software, content or materials.
- 10.3 Unless agreed otherwise, the Client is not permitted to remove or amend any indication concerning copyrights, brands, trade names or other intellectual property rights from the software provided, including any indications concerning the confidential nature thereof and the confidentiality of the content or the materials.
- 10.4 The Supplier is permitted to take technical measures to protect its software, content and materials. In the event that the Supplier has secured and protected that software or content or those materials by technical means, the Client shall not be permitted to remove, amend or circumvent that security measure, unless mandatory law dictates to the contrary.
- 10.5 The Client shall provide the Supplier with an irrevocable licence to state the Client's company name and/or logo on the Supplier's website, in order make known to the general public that the Client is a customer of the Supplier.

## **11. Liability**

**In this article, the Supplier limits its liability for losses or damage.**

- 11.1 The liability of the Supplier for any direct losses or damage suffered by the Client as a result of an attributable failure, by the Supplier, to fulfil its obligations under the Agreement between the parties or in accordance with these General Terms and Conditions, including any unlawful acts by the Supplier, its employees or by third parties engaged by the Supplier, shall be limited, per event or per series of associated events, to an amount equivalent to the fees payable by the Client each year under the terms of the relevant Agreement (excluding VAT and other charges imposed by the government).
- 11.2 Other than in the cases referred to in the previous paragraph, the Supplier shall not be liable in any way to pay compensation for losses or damage, regardless of the grounds on which an action for payment of compensation for losses or damage were to be based. In particular, the Supplier shall not bear any liability for losses or damage, other than financial losses, or for indirect losses or damage. Amongst other things, indirect losses or damage shall be understood to refer to: consequential damage, loss of profits, lost savings, loss of data or company data, reputational damage, damage due to data leaks and damage due to business interruption.
- 11.3 The liability of the Supplier due to a culpable failure to comply with the Agreement shall only be incurred if the Client correctly and in a timely manner provides the Supplier with a notice of default, granting the Supplier a reasonable period of time in which to rectify the failure and in the event that even once that reasonable period has elapsed, the Supplier culpably continues failing to fulfil its obligations. The notice of default must comprise as detailed a description of the failure as possible, so that the Supplier is in a position to respond adequately.

- 11.4 Any rights to receive compensation for losses or damage shall in all cases be conditional upon the Client notifying the Supplier in writing within thirty (30) days of the onset thereof. Any claim against the Supplier for compensation shall lapse once a period of twenty-four (24) months has elapsed after the onset of the claim, unless the Client has initiated legal action for compensation for the loss or damage before that period elapses.
- 11.5 All of the exclusions and limitations of liability that form part of these General Terms and Conditions shall also apply in favour of all natural persons and legal entities used by the Supplier in the performance of the Agreement between the parties and shall lapse in the event that and insofar as the loss or damage is the result of an intentional act or of wilful recklessness on the part of the management of the Supplier.

## **12. Force majeure**

**In situations of force majeure, the parties will be unable to fulfil their obligations and will not be obliged to do so.**

- 12.1 Neither party can be required to fulfil any obligation whatsoever in the event that a situation beyond the control of the parties occurs which deprives one of the parties of any reasonable ability to fulfil that obligation, unless that situation could have been or ought to have been predicted at the time when the Agreement between the parties was concluded.
- 12.2 In addition to what is understood in that regard in accordance with current laws and regulations and applicable case law, the term force majeure shall in all cases be understood to include: disruptions to the public infrastructure usually available to the Supplier and on which the delivery of the Service is dependent, but over which the Supplier is unable to exert any actual or contractual control (such as the operation of registers and networks on the internet, which are independent or with which the Supplier has not concluded any contract), malfunctions or outages of the internet or the telecommunications infrastructure resulting from unlawful or punishable acts (such as hacking, DDoS attacks and similar), electricity outages, internal civil commotion, mobilisations, wars, blockages or restrictions in the transportation network, strikes, epidemics, business interruptions, fire, flood, terrorist attacks, and cases in which, due to factors attributable to its own suppliers, the Supplier is rendered unable to deliver for whatever reason, as a result of which it cannot reasonably be required to fulfil the Agreement between the parties.
- 12.3 In the event that a situation of force majeure is ongoing for longer than three (3) months, either party shall be entitled to dissolve the Agreement between the parties. In such cases, everything thus far performed under the terms of the relevant Agreement shall be paid for on a pro rata basis, without either party owing any further amounts to the other.

## **13. Term, termination and dissolution**

**This article stipulates how the Agreement between the Supplier and the Client will come to an end.**

- 13.1 Unless the parties have agreed otherwise or unless this is not possible due to the nature of the Agreement, the Agreement between the parties will have been entered into for an indefinite term. In the event that the Agreement has been entered into for a defined term, the term for which the Agreement has been entered into shall, in principle, apply and the



Agreement shall tacitly be extended for the same period, unless it is lawfully terminated or a different term has been agreed upon by the parties.

- 13.2 A notice period upon termination of one (1) calendar month shall, in principle, apply. In the event that the Agreement has been entered into for a definite term, it may only be terminated, taking into account the notice period on termination, with effect from the end of the term.
- 13.3 Each party shall be entitled to dissolve the Agreement between the parties with immediate effect by providing a written notification to the other party, in the event that:
- a. The other party has ceased to exist or has passed away;
  - b. The other party has been declared insolvent, has been granted a suspension of payments, or has adopted a resolution to dissolve;
  - c. The other party is no longer performing any activities;
  - d. The other party is in default in respect of a significant obligation under the Agreement between the parties and has not rectified that default within 30 (thirty) days after receiving a notice of default; or
  - e. Circumstances occur, the nature of which is such that in accordance with the standards of reasonableness and fairness, the dissolving party can no longer be required to fulfil the Agreement between the parties.
- 13.4 In the event that the Agreement between the parties is terminated on whatever grounds, the amounts receivable by the Supplier from the Client shall immediately fall due. In the event that the Agreement is dissolved, amounts already invoiced in respect of services provided shall remain owing and there shall be no obligation for these to be rescinded. In the event that the Agreement is dissolved by the Client, the Client shall only be entitled to dissolve that part of the Agreement which has not yet been performed by the Supplier. In the event that the dissolution of the Agreement is attributable to the Client, the Supplier shall be entitled to compensation for the direct and indirect losses or damage incurred.
- 13.5 After the Agreement between the parties has been terminated on whatever grounds, the Supplier shall be entitled to deny the Client access to Webcamconsult with immediate effect.

#### **14. Miscellaneous provisions**

**All other matters agreed between the parties are laid down in this article.**

- 14.1 The Agreement between the parties shall be governed by Dutch law.
- 14.2 Unless the parties successfully arrive at an amicable settlement or otherwise reach agreement in writing, any disputes shall exclusively be brought before the competent court of the district in which the Supplier's registered office is located.
- 14.3 The Client is not permitted to assign its rights and obligations under the Agreement between the parties to any third party, unless the Supplier has explicitly consented to this in advance. Such consent shall not, however, be required in the event of a company takeover or a takeover of the majority of the shares in the Client.

- 14.4 In the event that any provision in this Agreement is found to be null and void, this shall not affect the validity of the Agreement as a whole. In such cases, the parties shall determine new provisions to replace them, which, to the fullest extent permitted by law, shall correspond to the intention underlying the original Agreement and these General Terms and Conditions.
- 14.5 Information and notifications on the Supplier's website and in its brochures may contain programming and/or typing errors. In the event of any inconsistency between the website or brochures on the one hand and the Agreement between the parties on the other, the provisions in the Agreement shall prevail.
- 14.6 The log files, versions of the communication between the parties saved by the Supplier and other forms of administrative records belonging to the Supplier shall be deemed to be authentic and shall form full evidence of any statements made by the Supplier. The Client shall be at liberty to supply evidence to the contrary.