



Teleconcept Terms & Conditions

DEFINITIONS

1. Unless otherwise stated in the text, terms used in the Terms & Conditions, have the following definitions:

- **Collateral**
An amount kept on the account of Merchant with Teleconcept for the purpose of settling of future refunds or other future owed amounts
- **Costs & Fees**
Costs & Fees for a certain Teleconcept service.
- **End-user**
The entity using a Service/Product from a Merchant
- **(Framework) Agreement**
The (Framework) Agreement regarding a Teleconcept Service, including all subsequent documents and agreements.
- **KYC**
All necessary actions to ensure Teleconcept knows detailed information about Merchant and has proven of this information in the Merchant account.
- **Merchant**
The entity having an agreement with Teleconcept to offer Products and/or Services to end-users using a Teleconcept service/platform.
- **Teleconcept Service(s)**
The Service/Product/Platform Teleconcept is offering to Merchant(s) like DCB Platform, PSMS Platform, SMS Platform, IVR Platform etc.
- **Service(s)/Product(s)**
The Service(s) or product(s) offered to End-user by Merchant.
- **Service/Product Approval Agreement**
The agreement concerning the approval of a specific Service/Product for a specific Teleconcept Service.

- **Teleconcept**
The private company with limited liability Teleconcept B.V., established and having its registered office at Zwaardklamp 3, 1271 GK in Huizen, the Netherlands, registration number 68.223.331 / VAT number NL857.350.882.B01_
- **Terms & Conditions**
The Terms & Conditions from Teleconcept
- **Written / Writing**
Send through letter or email.

Agreement Teleconcept Service(s)

- 2.1. It is only permitted to use any Teleconcept Service(s) in any way if explicitly approved by Teleconcept via an agreement.
- 2.2. All Teleconcept Service(s) are offered as described in the relevant service-documentation available at Teleconcept.
- 2.3. The service-documentation is subject to change. In case of changes that will directly and severely affect a Merchant active agreement, Merchant will be informed directly and at least within 2 weeks prior to the date of change.

Terms & Conditions / Costs & Fees

- 3.1. By using Teleconcept Service(s) Merchant agrees to this Terms & Conditions, including the applicable Costs & Fees. The applicability of any terms and conditions used by Merchant is expressly rejected.
- 3.2. Terms & Conditions and Costs & Fees are subject to change. Any changes will be considered approved upon by Merchant after publication/notification by Teleconcept without any message to contrary from Merchant within two weeks.
- 3.3. Changes in the Term & Conditions will be made public on the Teleconcept website.



- 3.4. Notifications of changes to Costs & Fees will always be send to Merchant directly.
- 3.5. In case of changes that will directly and severely affect a Merchant active agreement, Merchant will be informed directly and at least within 2 weeks prior to the date of change.
- 3.6. Changes in Terms & Conditions and Costs & Fees as a result of any changes by third parties (including suppliers) and/or(third party) regulations, instructions or case law that are to be considered binding or reasonably desirable to Teleconcept, will also be binding to Merchant without prior notice and/or any notification time limitation.

Contractual status

4. In case a contract is agreed upon, all relevant pre-contractual agreements will lapse, unless they can be regarded as supplementary. In the event (supplementary) agreements continue to exist or (new agreements) are made outside the contract: the following order of priority applies:

First:	Further agreements confirmed in Writing by Teleconcept (including Service/Product Approval Agreements)
Second:	Framework Agreement(s)
Third:	Terms & Conditions
Last:	Costs & Fees

Offers

5. All offers, as well as the prices, fees and terms stated by Teleconcept, are always without obligation and can be revoked by Teleconcept, unless explicitly stated otherwise.

Acceptance of Merchants

- 6.1. Merchant is obliged to fully cooperate with Teleconcept's acceptance, KYC and account review procedures.
- 6.2. Teleconcept is entitled not to accept a Merchant without stating reasons.

Acceptance of Services/Products

- 7.1. Teleconcept Service(s) may only be used for Service(s)/Product(s) explicitly approved by Teleconcept for that Teleconcept service(s), via an agreement.
- 7.2. Merchant is entirely responsible for offered Services/Products for which the Teleconcept Service(s) are used.
- 7.3. It is not permitted to use Teleconcept Service(s) for unlawful, illegal, misleading, criminal and/or immoral activities, services or products. This includes the following, non-exhaustive, acts:
 - Infringement of copyright(s), trademark(s), right(s) of publicity or privacy, or any other (intellectual) proprietary right(s),
 - Divulging, making public or otherwise spreading of aggressive, violent, child-pornographic, discriminating or any other type of illegal content.
- 7.4. Merchant must have the required license, registrations and/or permission to conduct its business and immediately make a copy of this available to Teleconcept at Teleconcept's request.
- 7.5. Merchant is entirely responsible for observing and complying with relevant legislation and self-regulation. This particularly, though non-exhaustively, includes:
 - “Gedragscode voor Betaalde SMS- en Mobiel Internet Diensten” (Code of conduct for paid SMS- and Mobile Web services),
 - de “Reclamecode Mobiele Diensten” (Code of Advertising Practice Committee), and
 - those documents that replace or can be identified as succeeding or similar (in other jurisdictions) to aforementioned documents.
- 7.6. Merchant is entirely responsible to comply with any instructions based on this Terms & Conditions, any agreements with Teleconcept, legislation or self-regulation from Teleconcept or (competent) third parties such as Mobile Operators or Supervisory bodies such as



but not limited to the “Reclamecode Commissie” (Code of Advertising Practice Committee).

- 7.7. Merchant guarantees that only those Services/Products are provided to End-users that result from an informed decision by the End-user. The expression upon which informed consent is given by the End-user must be verifiable.
- 7.8. Merchant recognises and accepts that on top of the pre-approval by Teleconcept, the Service(s)/Product(s) can be subject to (pre-)approval by the Operators and/or ‘het Loket’ at any time.

Information and data from Merchant

- 8.1. Merchant must provide Teleconcept with all data that Teleconcept deems necessary for the performance of its services in a timely manner in the form desired by Teleconcept and in the manner desired by Teleconcept. Merchant guarantees the correctness, completeness and reliability of all data made available to Teleconcept by Merchant.
- 8.2. Merchant is obliged to inform Teleconcept about changes in previously provided information.
- 8.3. Orders, statements and communications from Merchant to Teleconcept must be sent to the address of Teleconcept as stated on the Website.
- 8.4. If Merchant acts contrary to the provisions of any agreement with Teleconcept, including the General Terms and Conditions, or if there is a well-founded suspicion of this, Merchant is obliged to cooperate in an investigation into the violations and to allow access to its administration, its electronic files and the data on its server.

Platform(s)

- 9.1. Teleconcept is the owner of all intellectual property rights concerning all her Services and platforms unless the contrary is expressly apparent. During the term of a(n) (Framework) Agreement, Merchant has a limited,

non-exclusive, non-transferable right to use the relevant Service(s) and platform(s).

- 9.2. Merchant may not make the functionality of a Platform available to third parties or use it for the benefit of third parties without the prior consent of Teleconcept.
- 9.3. Merchant is obliged to treat all means of access to a Platform confidentially and only make them available to its employees or third parties engaged by Merchant who need access to the Platform in the context of their daily work.
- 9.4. Teleconcept will perform regular maintenance on her Platforms. Teleconcept is entitled to apply temporary solutions or program bypasses or problem-avoiding restrictions to the Platforms. Teleconcept will use its best efforts to minimize interruptions, errors and defects.
- 9.5. Teleconcept makes every effort to adequately secure the Platforms, the connection and the data.
- 9.6. If applicable to the relevant Service, Teleconcept will provide Merchant with statistics online.

Fraud prevention

- 10.1. Merchant is obliged to actively contribute to the prevention of fraud. Any instructions provided by Teleconcept on this subject, will be thoroughly followed up by Merchant as promptly as possible and within the timeframe noted by Teleconcept.

Settlement of the Payments for Merchant

- 11.1. Teleconcept offers Payment-requests to the Mobile Network Operators. In this Teleconcept is dependent upon Mobile Network Operators and IT companies, and, therefore, cannot guarantee a timeframe within which acceptance of the Payment is received by the Operator.



- 11.2. Merchant ensures that the contractual relationship between Merchant and the End-user allows Teleconcept to process a Payment intended for Merchant through Teleconcept Service(s) and that the End-user is adequately informed on the process.
- 11.3. Merchant indemnifies Teleconcept and the Mobile Operator against any claims that its End-users can make on Payments that End-users have made through Teleconcept Service(s).

Costs, Compensation, Invoicing and Payment

- 12.1. For every successful transaction Teleconcept will charge Merchant a fee in accordance with the specifications in the Costs & Fees sheet.
- 12.2. The Costs & Fees sheet also stipulates all further fixed and variable costs relating to the use of the relevant Service.
- 12.3. Teleconcept is allowed to settle all of Merchants owed amounts to Teleconcept or contract related third parties (such as telecom providers) with any outstanding amount of Merchant with Teleconcept.
- 12.4. Teleconcept will proceed to pay outstanding amounts (after relevant deductions) to Merchant when the amounts due to be paid by the End-user(s) have been received by Teleconcept. Customarily this constitutes a period of 8-12 weeks after the end of the month.
- 12.5. Teleconcept may suspend the payment of a credit in the event of, or suspicion of, improper use or fraud.
- 12.6. Teleconcept is at all times authorized to hold Collateral for the purpose of settling of (future) refunds or other (future) owed amounts. The amount of the Collateral is at the discretion of Teleconcept.
- 12.7. Teleconcept will provide Merchant with monthly specifications of due amounts, fee(s) and deductions on a (digital) credit note.

- 12.8. Unless otherwise agreed in Writing, outstanding amounts will be paid to Merchant in euros.

Refunds

- 13.1. Merchant indemnifies Teleconcept against all direct and indirect costs and liabilities arising from Refunds, regardless of their correctness.
- 13.2. If Merchant has too many refunds, Mobile Operators can impose a fine on Merchant or exclude Merchant for using the Teleconcept Service(s). Teleconcept is never liable for this.
- 13.3. Teleconcept can at all times charge any fines and additional costs related to transactions performed at the benefit of Merchant to Merchant or set them off against the credit.
- 13.4. Refunds can only be made within the timeframe stipulated by the Mobile Operator.

Pledge

- 14.1. By applying the General Terms and Conditions, Merchant has:
 - undertook to pledge the Collateral to Teleconcept as security for all that which Teleconcept and the Mobile Operator can claim or obtain from him at any time, for whatever reason;
 - insofar as legally possible, pledged the Collateral referred to under the first bullet to Teleconcept and the Mobile Operator; and
 - Teleconcept has been given an irrevocable power of attorney, with the right of substitution, to pledge the Collateral to itself on behalf of Merchant, possibly repeatedly, and to do everything that is useful for the pledge.
- 14.2. Merchant guarantees that it is authorized to pledge and that the Collateral is (will) be free from rights and claims of parties other than



Teleconcept and/or the Mobile Operator.

- 14.3. Teleconcept and/or the Mobile Operator may only proceed to foreclosure of the pledged if it has a due and payable claim against Merchant and Merchant is in default of compliance. Teleconcept will not enforce more of the pledged than is necessary to settle Merchant's debt.

Duration of a(n) (Framework) Agreement / use of Teleconcept Service(s)

- 15.1. All (Framework) Agreements apply for an indefinite period, unless otherwise specified (f.e. in the Service/Product Approval Agreement).
- 15.2. Notwithstanding the provisions of article 15.3 the (Framework) Agreement can be terminated by Teleconcept or Merchant with a notification period of 60 days.
- 15.3. The existence of a current (Framework) Agreement never includes a right to acceptance of any Services/Product for the relevant Teleconcept Service(s).
- 15.4. Teleconcept is entitled to suspend or cancel the use of (a) Teleconcept Service(s) for a specific Service/Product or to Merchant Completely and immediately without any prior given notice, for example if:
- Teleconcept knows or suspects that Merchant is not fulfilling or has not fulfilled one or more of its legal or (contractual) obligations;
 - Merchant does not (any longer) comply with the conditions of the acceptance policy pursued by Teleconcept and/or, in the opinion of Teleconcept, the image and/or brand of Teleconcept is or threatens to be damaged by acts or omissions of Merchant;
 - Merchant is involved in fraudulent acts or acts that are otherwise contrary to laws and/or regulations and/or Teleconcept's acceptance policy, or Teleconcept suspects this;

- Merchant acts contrary to the conditions set by third parties/authorities, insofar as they apply to Merchant, and/or the applicable laws and regulations in the field of privacy and protection of personal data;
- Teleconcept receives suspension or termination instructions from a related third party (such as a Mobile Operator);
- Merchant is granted a suspension of payments or Merchant is declared bankrupt, or an application has been submitted to that effect;
- Merchant's business is liquidated or terminated other than for the purpose of reconstruction or amalgamation of businesses;
- Merchant is a natural person and Merchant has been placed under guardianship, receivership, debt restructuring or death;
- A prejudgment or enforcement attachment has been levied against Merchant under Teleconcept or the Depositary;
- The credit is insufficient for settlement of transaction costs, collateral, other costs or obligations and compensation and Merchant has not immediately topped up the credit;
- In the event of changed circumstances (for example, changed legislation or regulations or an owner of Merchant) as a result of which it cannot reasonably be required of Teleconcept to continue the (Framework) Agreement.

- 15.5. Teleconcept will inform Merchant as soon as possible if Teleconcept makes use of its right of suspension or cancelation of the use of the Teleconcept Service(s). If possible, Teleconcept will inform Merchant of the reason for the suspension or cancelation. Teleconcept may attach



conditions to the termination of a suspension. Teleconcept is not obliged to compensate any damage caused by Teleconcept exercising its right of suspend or cancel the use of the Teleconcept Service(s). A suspension can be followed by a cancellation of the use of the Teleconcept Service(s) if the ground for suspending has not been removed or if Merchant does not meet the conditions set by Teleconcept.

- 15.6. After cancelation of the use of the Teleconcept Service(s) and/or termination of a(n) (Framework) Agreement, a(n) (Framework) Agreement will remain in force if and to the extent of handling matters resulting from a(n) (Framework) Agreement, in particular but not exhaustively referring to the sections on confidentiality and settling.
- 15.7. Teleconcept is allowed to retain outstanding amounts for settling any foreseen expenses after terminating the use of the Teleconcept Service(s).

End-user service and complaints

- 16.1. Questions, observations and complaints by End-users concerning the Services/Products of Merchant are handled by Merchant. Merchant will carry the costs thereof.
- 16.2. In case End-users approach Teleconcept or Operators directly, Teleconcept will forward these complaints to Merchant as soon as possible. Merchant is aware of the fact and accepts the fact that Operator procedures on handling and answering End-user complaints are subject to certain stipulated timeframes, and that Operators can deem a complaint justified if the stipulated timeframe is exceeded.
- 16.3. Merchant must provide Teleconcept with information on how End-users can contact Merchant directly. Merchant accepts that upon request thereto by End-users, Teleconcept will supply and make public this information.

- 16.4. Merchant always is and remains responsible for the swift answering of questions of End-users. In the case Merchant fails to provide swift and/or adequate answers for End-users, subject to judgement by Teleconcept, Teleconcept will deduct from Merchant's Pay-outs a sum of € 25, - in standard administrative costs for every case to be handled, as well as retain any possible disputed amounts as purported by End-users for the duration of the complaint procedure. This does not in any way dismiss Merchant from its obligation to reach a satisfactory solution for the End-user. In case aforementioned failure by Merchant is deliberate and/or occurs repeatedly, Teleconcept is entitled to instantly cease providing the use of the Teleconcept Service(s).
- 16.5. In the event and from the moment that the services provided by Merchant result in or produce an unreasonable strain on Teleconcept's customer service, subject to judgement by Teleconcept, Teleconcept is permitted to charge Merchant with a standard sum of € 25, - in administrative costs for every case to be handled, undiminished the right to bill any reasonable costs exceeding this standard amount.
- 16.6. Merchant is aware of and accepts that in the event Teleconcept must reimburse an End-user, Teleconcept will subsequently bill Merchant for the same amount.

Merchant complaints

- 17.1. A Complaint about the services of Teleconcept must be submitted in Writing, stating the name, address and place of business of Merchant and a clear description of the complaint, to Teleconcept for the attention of the management.
- 17.2. Merchant must report defects regarding the services provided and/or withheld rates In Writing within 30 days after the transaction between



Merchant and the End-user, or within 45 days after the discovery of the defect, if Merchant demonstrates that it could not reasonably have discovered the defect earlier. After the expiry of the above-mentioned periods, Merchant is deemed to have accepted the services provided.

- 17.3. Complaints do not suspend the payment obligation of Merchant - for that part that does not concern the complaint.

Engagement of third parties by Merchant

- 18.1. If Merchant engages third parties, Merchant remains responsible for the fulfilment of the (Framework) Agreement.
- 18.2. If Merchant engages third parties, Merchant must ensure that, insofar as applicable, the agreement with the third party in question states that the third party will comply with the (Framework) Agreement and that Merchant will enforce the third party to comply with these obligations in court at Teleconcept's first request.

Third Party Engagement by Teleconcept

- 19.1. Teleconcept is authorized to use the services of third parties in the performance of its Mobile Services.
- 19.2. Teleconcept will exercise due care when choosing the third parties referred to in this article.

Liability

- 20.1. Merchant safeguards Teleconcept against all claims by third parties resulting from damage(s) or loss(es) that in any way result from non-compliance of Merchant's obligations pursuant to a(n) (Framework) Agreement, or should be at the risk of the merchant for other reasons.
- 20.2. If Merchant acts contrary to its obligations pursuant to a(n) (Framework) Agreement, Merchant is responsible for all Teleconcept's resulting damage(s) and/or loss(es) as

a result of Merchant non-compliance with the (Framework) Agreement.

- 20.3. Teleconcept is only liable insofar as this appears from a(n) (Framework) Agreement and the General Terms and Conditions.
- 20.4. Teleconcept does not accept any liability for any damage(s) and/or loss(es) suffered by Merchant, third or Underlying Party resulting from the use of offered services. Particularly, Teleconcept is not responsible for damages related to or resulting from interruptions or restrictions in access to the service provided by Teleconcept or third parties such as, but not exclusively, Mobile Operators.
- 20.5. Teleconcept is never responsible and liable, neither legally nor financially, for refunds to or the non-Payment by an End-user of the Service/Product purchased by this End-user from Merchant or for the costs that a Merchant must incur to still receive Payment from an End-user.
- 20.6. If Teleconcept is in default and this default is a direct result of an attributable shortcoming on the part of Teleconcept, Merchant must inform Teleconcept of this in Writing as soon as possible. In order to enable Teleconcept to respond adequately to the shortcoming within a reasonable period of time, the notice of default must contain a description of the shortcoming that is as detailed as possible.
- 20.7. Teleconcept is only liable for a shortcoming attributable to it that is known or should reasonably be known to the Merchant if the Merchant has given Teleconcept notice of default in the manner described in paragraph 6 of this article and Teleconcept has not adequately remedied this attributable shortcoming within a reasonable period of time.
- 20.8. Teleconcept is only liable towards Merchant for damage or loss as a



result of non-compliance, late or improper compliance with a(n) (Framework) Agreement and Terms and Conditions, insofar as this damage is the result of intent, wilful recklessness or gross negligence on the part of Teleconcept, by Teleconcept engaged third parties, or insofar as the damage is, according to popular opinion, at the risk of Teleconcept.

- 20.9. Teleconcept is never liable for indirect damage such as consequential damage, lost profit, lost savings and damage due to business interruption.
- 20.10. A condition for the existence of any right to compensation is always that Merchant informs Teleconcept In Writing about the damage as soon as possible after the damage is known to Merchant or could have been known.
- 20.11. Teleconcept's liability is at all times limited to the amount that will be paid out under Teleconcept's professional/commercial liability insurance in the relevant incident or series of incidents.
- 20.12. If and insofar as no payment is made under the liability insurance as referred to in paragraph 11 of this article, for whatever reason, any liability of Teleconcept is limited to a maximum of the net proceeds achieved by Teleconcept in the relevant calendar year with regard to the relevant Merchant.
- 20.13. The limitation of liability laid down in this article also relates to third parties engaged by Teleconcept. These third parties can therefore invoke this limitation of liability directly.

Force Majeure

- 21.1. Neither of the Parties is obliged to fulfil any obligations if they are prevented from doing so as a result of force majeure. Force majeure exists if the non-compliance cannot be attributed because it is not attributable to the fault of the Party, nor is it for its

account by law, legal act or generally accepted standards.

- 21.2. If a situation of force majeure lasts longer than seven days, the Parties have the right to terminate a(n) (Framework) Agreement immediately by means of Written notice. What has already been performed pursuant to a(n) (Framework) Agreement will then be settled proportionately, without the parties owing each other anything further.
- 21.3. Force majeure in the context of the use of the Teleconcept Service(s) includes in any case, without excluding other possible cases of force majeure:
- a. delay in or failure to perform the Teleconcept Service(s) by Teleconcept insofar as this is attributable to:
 - an international conflict;
 - a violent, terrorist or armed action;
 - a measure by any domestic, foreign or international government;
 - a measure by a supervisory authority;
 - a boycott campaign;
 - industrial disturbances at third parties or among our own staff;
 - a failure in the electricity supply, in communication links or in Teleconcept or third party equipment;
 - a natural disaster;
 - a fire;
 - flooding;
 - a robbery; or
 - a nuclear disaster
 - b. delay in or failure to perform the Teleconcept Services by Teleconcept as well as all other possible consequences such as the disclosure of Payment details and changing the status of Payments insofar as this can be attributed to the wilful and aimed at the Teleconcept Service(s), interruption, penetration,



manipulation, destruction or theft by third parties.

- 21.4. Force majeure is also the event in which a third party engaged by Teleconcept terminates its services to Teleconcept as a result of an application for suspension of payment, the third party is declared bankrupt or is liquidated, on the understanding that this termination of the service provided by the third party is not due to any unlawful act by Teleconcept. Teleconcept has the obligation to make every effort to have the relevant service performed by another institution as soon as possible.

Processing personal data

- 22.1. In the performance of a(n) (Framework) Agreement, the Parties process personal data. Each Party qualifies as responsible with regard to these personal data insofar as the Party processes it for its own purposes and with its own means. Teleconcept only recognizes the role of processor if and insofar as it has expressly agreed this with Merchant
- 22.2. Each Party guarantees that it will process the personal data in accordance with the applicable laws and regulations with regard to the processing of personal data and will take appropriate technical and organizational (security) measures to protect the personal data against loss and/or any form of unlawful processing.
- 22.3. Merchant will ensure that every End-user is informed about the provision of (personal) data to Teleconcept for the purpose of processing the execution of a(n) (Framework) Agreement.
- 22.4. Merchant will not use nor let obtained MSISDNs of End-users be used for purposes other than Payment acts within a(n) (Framework) of the Teleconcept service. Obtained MSISDNs and/or received messages from End-users will not be stored longer than permitted by law and legislation.

- 22.5. Merchant agrees to the inclusion of its, and its related persons, personal data in the records of Teleconcept. This personal data includes name, address, contact information and all other data provided with or as a result of a(n) (Framework) Agreement and which are necessary for the execution of a(n) (Framework) Agreement, the acceptance and review process and the execution of Payment Orders. Teleconcept will treat this information confidentially and will not make it available to third parties unless:
- this is necessary for the execution of Payment Orders under a(n) (Framework) Agreement; or
 - insofar as data must be made available on the basis of a statutory regulation.
- 22.6. Teleconcept has a privacy policy and a cookie policy. These are available on the website.

Intellectual Property

- 23.1. Teleconcept and/or Merchant retains all intellectual property rights to the works they contribute and that are used and/or made available in the context of a(n) (Framework) Agreement. Each Party indemnifies the other Party against all claims by third parties based on alleged infringement of the intellectual property rights that it has contributed. Unless expressly agreed otherwise In Writing, no transfer of intellectual property takes place under a(n) (Framework) Agreement.
- 23.2. Merchant is expressly prohibited from multiplying, forwarding, disclosing and/or exploiting products, working methods, system documentation, manuals, advice and other intellectual products of Teleconcept in the broadest sense of the word, directly or indirectly, unless these products, expressly (and in Writing) are intended for reproduction, disclosure and/or exploitation. Disclosure can therefore only take place



and only after obtaining Written permission from Teleconcept.

Secrecy

- 24.1. Parties undertake to maintain confidentiality of data concerning machinery, inventions, patents, copyrights, drawings, contracts, organisation, suppliers and customers and furthermore all other business matters of the Parties, of which the other party knew or should have known, until 36 months after termination of a(n) (Framework) Agreement that they are confidential.
- 24.2. Parties fully guarantee that its employees, advisors, directors and third parties engaged by the parties will strictly comply with the provisions regarding confidentiality.
- 24.3. Parties will impose its obligations under this article on any third parties engaged by it.
- 24.4. Without permission of Merchant, Teleconcept is not entitled to use the information made available to it by Merchant for a purpose other than that for which it was obtained. An exception is made to this, however, if Teleconcept acts for itself in administrative, civil, supervisory or criminal proceedings in which these documents may be important and/or have been claimed. Teleconcept will notify Merchant of the submitted documents to third parties, unless this is not permitted due to legal requirements.

Miscellaneous

- 26.1. Merchant must refrain from activities that could damage the reputation and/or the Teleconcept brand and/or its trade names.
- 26.2. All notifications on account of a(n) (Framework) Agreement by one party to the other party will occur in Writing to the address of the respective party written in a(n) (Framework) Agreement, the info@teleconcept.nl address for

Teleconcept, or the (email) addresses provided by Merchant in the account.

- 26.3. Parties will not make public the content of a(n) (Framework) Agreement without Written authorisation of the other party, unless required by law. All data and information concerning the Teleconcept Services will be treated as strictly confidential by both parties.
- 26.4. If any provision under a(n) (Framework) Agreement, including the Terms & Conditions, the Fees & Costs and Service/Product Approval Agreement(s), proves to be invalid under the applicable law(s), the remaining parts will continue in force. If aforementioned occurs, the parties will attempt to replace the invalid provision with a valid one that expresses, to the furthest extent possible, the parties' initial intention(s) when they agreed upon said invalid provision.
- 26.5. Parties recognise that an important component of a(n) (Framework) Agreement is linked to existing contracts and contracts to be agreed upon with third parties (including Mobile Operators), which can result in adaptations/modifications. One example (non-exhaustive) is that Operators will charge an amount in case a certain percentage of uncollectable messages is exceeded, which will subsequently be billed to Merchant.
- 26.6. If any part of a(n) (Framework) Agreement, including the Terms & Conditions, the Fees & Costs and Service/Product Approval Agreement(s), are ever translated into another language, the English version will remain leading.

Applicable law and competent court

27. A(n) (Framework) Agreement including the Terms & Conditions, the Fees & Costs and Service/Product Approval Agreement(s), and all that arises from it is governed by Dutch law.



28. All disputes arising from or related to a(n) (Framework) Agreement will be submitted to the competent court of the District Court of Midden-Nederland. If Teleconcept acts as the claimant, it is authorized, in deviation from the foregoing and insofar as applicable, to bring a dispute before a foreign court that is eligible with regard to a Merchant.