GENERAL TERMS AND CONDITIONS E-LIA

9 November 2026

These general terms and conditions apply to all quotations, offers, agreements and services of E-lia B.V., established at Tommaso Albinonistraat 7, 1083 HM Amsterdam, the Netherlands, registered with the Dutch Chamber of Commerce under number 84016833 ("E-lia").

By entering into an agreement with E-lia or by using the Web Application, the Customer accepts these general terms and conditions.

Article 1 – Definitions

In these general terms and conditions, the following terms have the following meanings:

- **E-lia**: E-lia B.V., the provider of the Web Application and associated services.
- **Customer**: the natural person or legal entity acting in the course of a profession or business that has entered into an agreement with E-lia.
- **User**: a person authorised by the Customer who has access to the Web Application.
- **Web Application**: E-lia's online software application that is accessible via an internet browser or otherwise digitally.
- **Licence**: the agreed right to use the Web Application for a specified period, per user, organisation, environment or otherwise as set out in the Agreement.
- **Customer Data**: all data, content and information entered, stored, shared or processed in the Web Application by or on behalf of the Customer or its Users.
- **Agreement**: any agreement concluded between E-lia and the Customer, including quotations, order forms, annexes and further arrangements.
- **Data Processing Agreement**: the data processing agreement concluded between the parties in respect of the processing of personal data.
- **SLA**: any service or support arrangements agreed between the parties, whether or not included in the Agreement.

Article 2 – Applicability and order of precedence

1. These general terms and conditions apply exclusively to agreements with business customers.
2. These general terms and conditions apply to all quotations, offers, agreements and services of E-lia.
3. The applicability of the Customer's general terms and conditions is expressly rejected.
4. Deviations from these general terms and conditions are only valid if expressly agreed in writing.

5. In the event of a conflict between documents, the following order of precedence applies:
    a. the Agreement;
    b. the Data Processing Agreement;
    c. the SLA;
    d. these General Terms and Conditions.

Article 3 – Prices and payment

1. All prices are in euros and exclusive of VAT and other government levies, unless expressly stated otherwise.
2. E-lia invoices electronically.
3. The payment term is thirty (30) days from the invoice date.
4. Payment must be made without suspension, discount or set-off, to the extent permitted by law.
5. E-lia is entitled to index its rates annually on 1 March on the basis of the consumer price index (all households, series 2015=100) published by Statistics Netherlands (CBS), comparing the January index with the January index of the preceding year. E-lia is not obliged to exercise this right. If E-lia exercises this right, the rate adjustment will be communicated at least one (1) month before it takes effect.
6. If the Customer fails to pay on time, the Customer is in default by operation of law. In that case, after a written reminder and the expiry of a reasonable further period for payment, E-lia is entitled to suspend its services in whole or in part and/or to temporarily block access to the Web Application.
7. In the event of late payment, the Customer owes statutory commercial interest and extrajudicial collection costs.
8. In the event of bankruptcy, suspension of payments, liquidation or cessation of the Customer's business, all claims of E-lia become immediately due and payable.

Article 4 – Delivery and performance

1. E-lia will use its best efforts to make the Web Application available as agreed.
2. The Customer will provide the required information in good time.
3. E-lia reserves the right to change or adapt its services, provided that the core functionality is retained.

Article 5 – Licence and Fair Use

1. The Customer obtains a non-exclusive, non-transferable Licence to the Web Application for the agreed period.
2. A Fair Use Policy applies to "unlimited" licences. In the event of disproportionate or excessive use, E-lia may impose additional measures or charges.
3. Licences are tied to a person or environment, unless agreed otherwise in writing.

Article 6 – Liability

1. E-lia is only liable for direct damage that is the direct result of an attributable failure in the performance of the Agreement.
2. E-lia is not liable for indirect damage, including in any event consequential damage, loss of profit, missed savings, loss of data and damage due to business interruption or delay.
3. E-lia's total liability is in all cases limited to the amount of licence fees paid by the Customer to E-lia in the twelve (12) months preceding the event giving rise to the damage, exclusive of VAT, up to a maximum of € 5,000.
4. Liability of E-lia only arises if the Customer promptly gives E-lia written notice of default, granting a reasonable period to remedy the failure, and E-lia remains in attributable default after that period.
5. Any claim for damages lapses if the Customer has not submitted it to E-lia in writing, stating reasons, within twelve (12) months after the Customer became aware, or could reasonably have become aware, of the damage.

Article 7 – Intellectual property

1. All intellectual property rights in the Web Application and associated materials are vested in E-lia or its licensors.
2. Content placed on the platform by the Customer itself remains the property of the Customer.
3. The Customer guarantees that its content does not infringe any third-party rights and indemnifies E-lia against third-party claims.

Article 8 – Personal data

1. E-lia processes personal data in accordance with the GDPR.
2. The Customer is responsible for obtaining a valid legal basis (such as consent) from end users.
3. E-lia acts as a processor and concludes a data processing agreement with the Customer for this purpose.
4. More information can be found in the privacy statement at www.e-lia.co.uk.

Article 9 – Suspension and termination

1. E-lia may suspend its obligations if the Customer fails to fulfil its obligations.
2. Either party may terminate the agreement with immediate effect in the event of:
    a. bankruptcy or suspension of payments of the other party;
    b. a persistent failure after written notice of default;
    c. force majeure lasting more than sixty (60) days.
3. After termination, E-lia is entitled to block the account and delete data, unless agreed otherwise in writing. For personal data, the arrangements on return and deletion in the Data Processing Agreement apply.

Article 10 – Force majeure

1. E-lia is not obliged to fulfil its obligations in the event of force majeure.
2. Force majeure includes, among other things, failures at third parties, network outages, pandemics and government measures.

Article 11 – Confidentiality

1. The parties undertake to keep confidential all confidential information they obtain in the context of the agreement.
2. This obligation remains in force after the agreement has ended.

Article 12 – Governing law and disputes

1. These terms and conditions are governed exclusively by Dutch law.
2. Disputes will, where possible, be resolved by mutual consultation.
3. If necessary, the dispute will be submitted to the competent court in the district of Amsterdam.

Article 13 – Changes

1. E-lia reserves the right to amend these general terms and conditions.
2. Changes will be communicated to the Customer at least one (1) month before they take effect.
3. In the event of an objection, the Customer may terminate the agreement before the effective date. Continued use constitutes acceptance.

Article 14 – Final provisions

1. If one or more provisions of these terms and conditions prove to be invalid, the remaining provisions remain in full force.
2. Written communication includes email, provided it is sent from a recognisable and valid email address.
3. Rights and obligations under the agreement may not be transferred without the prior written consent of the other party, except in the event of a takeover of the entire business.
4. These general terms and conditions have been drawn up in Dutch and English. In the event of any discrepancy, the Dutch text prevails.