



TWELVEBRICKS

GENERAL TERMS & CONDITIONS

2025-10



Who are we?

We are TwelveBricks BV. We are located at Peuleyen 96, 2742 EL in Waddinxveen. We are registered with the Chamber of Commerce under number 88160157.

What do we do?

We provide you with access to the platform with which you design, manage and publish online content. We offer the platform as Software-as-a-Service (SaaS). This means that we provide you with access to the platform over the internet.

What are you reading here?

These are our general terms and conditions. We will send you these general terms and conditions free of charge upon your request. You can also find these general terms and conditions on our website, www.twelvebricks.com. Our website also contains our privacy statement. Please take the time to read it carefully, it contains important information about how we collect and use your data. When we refer to you in these general terms and conditions, we mean you as a user of the platform.

Questions?

If you have any questions about these general terms and conditions or the platform, please contact us by sending an email to info@twelvebricks.com.

1. Applicability General Terms and Conditions

- 1.1. These general terms and conditions apply to every offer and agreement we conclude with you and to every use of the platform.
- 1.2. We reserve the right to change the general terms and conditions at any time. You agree that the latest version of these general terms and conditions will always apply.
- 1.3. Agreements that deviate from these general terms and conditions are only applicable if they have been agreed by us in writing (including by email).

2. The platform

- 2.1. TwelveBricks BV offers you the platform with which you can design, manage, and publish online content.
- 2.2. Every company that uses the platform is referred to as a User or collectively as Users.
- 2.3. We only offer the platform to business Users.

3. Subscriptions and cancellation

- 3.1. Before using the platform, you enter into an agreement (subscription) with us. More information about our subscriptions can be found on our website.
- 3.2. The subscription term is 1 year. The subscription commences on the date agreed during the registration process.
- 3.3. At the end of the subscription period, your subscription will be tacitly renewed for a further period of 1 year.
- 3.4. You can cancel your subscription on a monthly basis with effect from the first day of each month, subject to a notice period of 30 days. Cancellation can be done in writing or by email to info@twelvebricks.com.
- 3.5. If the subscription is canceled before the end of the current subscription period, we will refund the subscription fees for the period from the effective date of cancellation until the end of the current subscription period.
- 3.6. Within 30 days of terminating your subscription, you may download the data collected, processed, and stored using the platform and store it under your own management. After this period, you will no longer have access to the data.
- 3.7. If we terminate the subscription with you for reasons other than those mentioned in Article 3, paragraph 7, and Article 11 of these general terms and conditions, a notice period of one year applies.
- 3.8. If we terminate your subscription because our business operations are being discontinued, we are subject to a notice period of three months. In addition to your

data, you will receive the complete source code of the platform under the GPL license. This will allow you to host your website with another hosting party.

4. Price

- 4.1. All prices communicated by us are exclusive of VAT unless explicitly stated otherwise.
- 4.2. We may adjust our prices and rates at any time. The price change will take effect one month after its announcement, at the start of the following subscription period.
- 4.3. Price increases for current subscriptions will be implemented no more than once a year, and the price increase will never exceed 10%. The maximum of 10% does not apply if the price increase is the result of:
 - a) inflation;
 - b) a price increase by our suppliers;
 - c) an obligation incumbent on TwelveBricks under the law.
- 4.4. If you do not agree with the price change, you can cancel your subscription, subject to a notice period of 30 days. The subscription will then end on the first day of the month following the notice period.

5. Payment and collection costs

- 5.1. We will send you an invoice at the start of the subscription period. You must always pay invoices within 30 days of the invoice date.
- 5.2. If you fail to meet your payment obligation on time, you will automatically be in default. In that case, you will owe the statutory commercial interest on the outstanding amount. The interest on the amount due will be calculated from the moment you are in default until the moment you pay the full amount due.
- 5.3. If you are in default, we have the right to (temporarily) block your account until you meet your payment obligation again.
- 5.4. If you are in default, you will also owe us all extrajudicial collection costs.

6. Use of the platform

- 6.1. We grant you permission to use the platform. This permission is non-exclusive and non-transferable.
- 6.2. We provide you with a personal user account and password that allows you to access the platform.
- 6.3. You may create an unlimited number of personal user accounts for other users. You are responsible for the use of the platform by other users.

- 6.4. You are responsible for choosing the right means of identification, such as your email address, and for choosing a strong password.
- 6.5. You must keep your account details and password strictly confidential. You are liable for all actions taken after logging in with your account details.
- 6.6. You can delete your account by sending us an email. Terminating your account does not in any way constitute a termination or suspension of your payment obligations to us.
- 6.7. To use the platform, you need a good internet connection. You are responsible for the technical operation and maintenance of your internet connection, internal network, and all other IT systems.

7. Obligations

- 7.1. You will provide us with all information and materials that we need to perform the agreement in a timely manner. We are not liable if we are unable to perform this agreement or perform it on time because you have provided the materials or information too late.
- 7.2. You are responsible for the technical operation and maintenance of the internet connection, the internal network, and all other IT systems that are required according to the system requirements for using the platform. We are not responsible for incidents related to any of the above. If you use the platform unwisely and cause an incident as a result, we are not responsible for this. You will pay the costs of resolving any incident for which you are responsible. The costs for this are €120.00 per hour, excluding VAT.
- 7.3. You must use the platform in accordance with applicable laws and regulations (such as the General Data Protection Regulation).
- 7.4. You may customize the appearance of the platform to match your own corporate identity. You may not customize the appearance of the platform in such a way that it resembles the platform of another company or organization.
- 7.5. You may not use the platform to create (or attempt to create) a derivative or competing version of the platform.

8. Availability and maintenance of the platform

- 8.1. We are responsible for the technical operation and maintenance of the platform.
- 8.2. We will ensure that you can use the platform for as long as you have a subscription with us. We will endeavor to make the platform available 24 hours a day, 7 days a week.

- 8.3. We may update the platform for maintenance or to improve it. By 'update' we mean: installing software and security updates, fixing errors, implementing improvements, and introducing new functionalities.
- 8.4. The platform may be unavailable during maintenance. In principle, maintenance will never take place during office hours (9:00 a.m. to 5:00 p.m.).
- 8.5. We reserve the right to modify the platform and to change, remove, or add certain features or functionalities of the platform.
- 8.6. We do not guarantee that the platform will function without errors. Please notify us immediately if the platform malfunctions, such as an error message or the failure of a platform functionality. You can do this by contacting us via email at support@twelvebricks.com. We will then do our best to resolve the malfunction as quickly as possible.
- 8.7. If an incident is caused by a defect in the platform, we will resolve the incident free of charge. We define 'incidents' as error messages or the failure of a platform functionality. You can report incidents by emailing support@twelvebricks.com. We will endeavor to resolve incidents as quickly as possible.
- 8.8. You can submit change requests by emailing support@twelvebricks.com. We define 'change requests' as: modifying existing functionality of the platform, modifying the appearance of the platform, or adding new functionality to the platform.

9. Data

- 9.1. You are the sole owner of all data collected, processed, and stored via the platform. You are responsible for data collection and must ensure that this is done in accordance with applicable laws and regulations (such as the General Data Protection Regulation).
- 9.2. The platform's data is stored on servers within the European Union. Data marked as public information on the platform may be duplicated on servers outside the European Union.
- 9.3. You will enter into the processing agreement attached to this user agreement with us. The processing agreement includes agreements on security measures, confidentiality, and data loss.
- 9.4. We make daily backups of the data processed using the platform.
- 9.5. We are responsible for the security of the platform and all data collected, processed, and stored using the platform.

10. Confidentiality and privacy

- 10.1. We are obliged to keep your confidential information secret. By 'confidential information' we mean all information that you have indicated is confidential or that is confidential by its nature.
- 10.2. The following is confidential information in any case:

- 10.2.1. information related to research and development, trade secrets, or business information;
- 10.2.2. personal data as referred to in the General Data Protection Regulation (GDPR).
- 10.3. We protect your personal data in accordance with the GDPR. See the privacy policy on our website for more information.

11. Exclusion

We reserve the right, if there are valid reasons for doing so, to terminate the subscription and exclude you from any (further) use of the platform, including by blocking and/or deleting your account, without being obliged to refund any amounts already collected or pay any compensation. This will in any case, but not exclusively, be the case if:

- a) you act in violation of applicable laws and regulations or these general terms and conditions;
- b) you fail to meet your payment obligations under the subscription;
- c) you use the platform for malicious content (such as malware or other harmful software);
- d) you infringe the rights of third parties (such as intellectual property rights), or your data is defamatory, libelous, offensive, discriminatory, or hateful;
- e) you post hyperlinks, torrents, or references to material that infringes intellectual property rights;
- f) your data contains any form of criminal pornography or is clearly intended to help others find such material;
- g) your data constitutes a violation of the privacy of third parties, including but not limited to the distribution of personal data of third parties without permission or necessity, or the repeated harassment of third parties with unwanted communication.
- h)

12. Third parties

We may have work carried out (in whole or in part) by third parties if we deem this necessary for the proper performance of the subscription. Articles 7:404 of the Dutch Civil Code (performance by a specific person), Article 7:407(2) (joint and several liability), and Article 7:409 of the Dutch Civil Code (death of a specific person) do not apply.

13. Force majeure

- 13.1. We are not liable if we are unable to fulfill the subscription agreement with you due to force majeure. This includes, for example, a non-attributable shortcoming on the part of third parties used by TwelveBricks BV, hacks, and internet disruptions. This also applies if you are unable to fulfill the subscription agreement due to force majeure.
- 13.2. If the force majeure lasts longer than desired, you can cancel the subscription in writing. In that case, there is no right to compensation. We will send you an invoice for the (unpaid) period during which you used the platform.

14. Intellectual property rights

- 14.1. We (or our licensors or suppliers) are the exclusive owners of all existing and future intellectual property rights, such as copyrights, trademark rights, design rights, patent rights, source code, and know-how, that rest on or arise from the platform.
- 14.2. You are only granted the right to use the platform. You cannot claim any of the intellectual property rights referred to in paragraph 1. The right to use the platform is non-exclusive and you are not permitted to transfer or license the right to use the platform without our prior written consent.

15. Liability and indemnification

- 15.1. We are not liable for any damage or other adverse consequences resulting from the use or inaccessibility of (information on) our website and/or the platform. All actions you take based on our website and/or the platform or the information provided by us are at your own expense and risk.
- 15.2. We are not liable for damage caused by improper or unlawful use of the platform by you or third parties.
- 15.3. We are not liable in the event of force majeure, as set out in the article entitled “Force majeure.”
- 15.4. We are only liable for your direct damage that is directly and exclusively the result of a shortcoming on our part.
- 15.5. If we are liable, our liability is limited to a maximum of €5,000.00 per event.
- 15.6. We will ensure that your data is stored carefully. We are not liable for damage to or loss of data stored with us or with third parties.
- 15.7. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on our part.

- 15.8. You will indemnify and hold us harmless against all claims from third parties, including but not limited to fines, costs, damages, etc., relating to any use of the platform by you.

16. Final provisions

- 16.1. If any part of these general terms and conditions is invalid or voidable, this shall not affect the validity of the remainder of these general terms and conditions. The invalid or voidable part shall be replaced by a provision that corresponds as closely as possible to the content of the invalid provision.
- 16.2. It is not permitted to assign or transfer rights and obligations under the platform or these general terms and conditions without our prior written consent.

17. Applicable law

Dutch law.

18. Competent court

The District Court of The Hague is competent to take cognizance of all disputes or claims arising from these general terms and conditions.