

These are the Terms of Use of the TIQ Application, a service offered by Tiq B.V., a private company with limited liability established and existing under the laws of the Netherlands, having its registered office in (1013BD) Amsterdam, the Netherlands, at Haparandaweg 948a, registered with the Chamber of Commerce under 61519707 (hereinafter: "Tiq"). These Terms of Use apply to the access to and use of the TIQ Application. We advise you to carefully read the Terms of Use, so you fully understand the rights and obligations you have in relation to your use of the TIQ Application. You can access the Terms of Use through this hyperlink <https://www.tiqtime.com/terms>.

Article 1 Definitions

1.1 In these Terms of Use, the following terms, indicated with a capital, whether single or plural, will have the following meaning:

Account: the user account created for you;

Agreement: the agreement between Tiq and you regarding the access to and use of the TIQ Application. These Terms of Use form an integral part of the Agreement;

Channels: tools the TIQ Application integrates with. A list of supported integrations are available on the Website;

Data: all content made available by you through the TIQ Application, e.g. information about what you worked on that is synchronized and imported from other Channels in the TIQ Application;

Intellectual Property Rights: all intellectual property rights and associated rights, including copyrights, trade mark rights, patent rights, design rights, trade name rights, database rights, and neighbouring rights, as well as rights to knowhow;

Privacy Policy: the privacy policy of Tiq, that is accessible through the following hyperlink: www.tiqtime.com/terms/privacy-policy

Service: the service offered by Tiq as described in Article 3.1;

TIQ Application: the software named TIQ, developed by Tiq and/or its licensors;

Terms of Use: these terms and conditions of Tiq pertaining to the use of the TIQ Application;

Website: the website www.tiqtime.com including all underlying web pages.

Article 2 General

2.1 These Terms of Use apply to all Agreements between you and Tiq and every use made of the TIQ Application via your Account.

2.2 Tiq may amend and/or supplement these Terms of Use from time to time. You will be notified of any changes to the current Terms of Use when you use the TIQ Application, via the Website or otherwise. If you keep using the TIQ Application after the Terms of Use have been amended/supplemented, you unconditionally agree to the amended/supplemented Terms of Use. If you do not wish to accept the amendments and/or supplements, your only remedy is to cease using the TIQ Application.

2.3 If at any time any provision of these Terms of Use is or becomes illegal, void or invalid for any reason whatsoever, such invalidity shall not affect the validity of the remainder of these Terms of Use and such invalid provision shall be replaced by another provision which, being valid in all respects, shall have an effect as close as possible to that of the replaced provision.

2.4 Additions to and/or deviations from these Terms of Use are only valid when confirmed in writing by Tiq.

Article 3 Service and availability

3.1 Tiq offers a platform through the Website and mobile application, called TIQ, which enables you to automatically register your daily activities. The TIQ Application integrates with Channels you already use. These Channels contain information (Data) about how you spend your time. By connecting with these Channels you can synchronize and import your Data from these Channels. In the TIQ Application this information is collected and presented on your timesheet matched to specific clients, projects or tasks.

3.2 For the use of these third party services you are bound by the conditions for use of these services. Tiq has no control over, and assumes no responsibility for the Data, content, information, privacy policies, terms and conditions, and/or practices of any of these third party services.

3.3 If you comply in full with all obligations pursuant to these Terms of Use, Tiq will grant you a limited, personal, revocable, non-exclusive, non-sublicensable and non-transferable right to use the TIQ Application and Website.

3.4 To the best of its ability, Tiq will make efforts to provide the Service with due care. You accept that the TIQ Application only contains the functionalities and other characteristics as it contains at the moment of your use ("as is" and "as available"). Each and every use of the TIQ Application is for your own risk and responsibility.

3.5 Tiq is at all times, without in any way becoming liable to you, entitled:
to make procedural and technical alterations and/or improvements to the TIQ Application and/or the Service; and
to temporarily discontinue or limit the Service or your Account if, in its view, this is necessary, for example for purposes of preventive, corrective or adaptive maintenance. Tiq will notify you of the temporary unavailability or restricted use of the TIQ Application and/or Service insofar and as soon as reasonably possible.

Article 4 Account

4.1 In order to optimally use the TIQ Application you need an Account. On its Website, Tiq offers a contact form, to contact Tiq if you are interested in the use of the TIQ Application. You can request for a demo by leaving your contact information on the Website. After the purchase of an Account, Tiq shall send you an activation e-mail by which you are able to create your Account.

4.2 You are personally responsible for keeping your Account information secret. This means also that you are liable for every use that is made of the TIQ Application via your Account. You are obliged to notify Tiq immediately as soon as you realize or suspect that your Account has fallen into the hands of unauthorized parties, without prejudice to your own obligation to take effective measures yourself, e.g. changing your password. Tiq is not liable for any loss arising in any way from or related to the unauthorised use of your Account

Article 5 Use of the TIQ Application

5.1 Each and every use of the Service is at your own risk and responsibility. Tiq has no knowledge of and/or interference with the Data that is made available by you through use of the Service. You are solely responsible and liable for Data you provide. Tiq accepts no responsibility whatsoever for any decisions made by you based on the Data in the TIQ Application.

5.2 The TIQ Application may be technically secured in order to prevent it from being used for purposes other than those allowed under the Agreement. It is not permitted to circumvent these security measures, save as otherwise prescribed by mandatory law.

5.3 It is not permitted to reverse engineer and/or decompile the TIQ Application, save as otherwise prescribed by mandatory law.

5.4 You may not use the TIQ Application in the following manner:

- i) use the Service in a way that is contrary to the purpose of the Service;
- ii) use the TIQ Application with a device which contains viruses, Trojan horses, worms, bots or other malicious software that can alter, damage, disable, infect or delete the TIQ Application or make it unavailable or inaccessible;
- iii) deliberately involve manual or automated software, devices, or other processes to "crawl", "spider" or scrape any TIQ content;
- iv) infringe any third party's Intellectual Property Rights, privacy rights or any other rights;
- v) involve any illegal activities or activities that are contrary to morality or public order;

- vi) deliberately involve false or misleading information; and/or
- vii) involve otherwise inappropriate use, respectively be harmful to the (commercial) interest of Tiq.

Article 6 Payment

6.1 In order to have access to and make use of the Service and the TIQ Application you shall pay the prices as agreed upon between both parties. The prices for the access to and use of the TIQ Application are stated in Euros and are exclusive of Dutch VAT and government levies.

6.2 TIQ is entitled to adjust the applicable prices and rates in writing subject to advance notice of at least one month.

6.3 Amounts due shall be paid by you in accordance with the payment terms that have been agreed or that are stated on the invoice. You shall not be entitled to suspend any payments or to offset any amounts due.

6.4 In the event you fail to fulfil your payment obligations, Tiq may terminate the Agreement with immediate effect and/or suspend access to and/or use of the Service and/or the TIQ Application.

Article 7 Intellectual Property Rights

7.1 The Intellectual Property Rights relating to the Service, including the TIQ Application and the Website, are owned by Tiq and/or its licensors. Nothing in the Agreement constitutes the transfer of any Intellectual Property Rights from Tiq to you. You are solely granted a license as described in Article 3.3. You are not allowed to reproduce or decompile the Website or the TIQ Application or to apply reverse engineering to it, unless permitted by mandatory law. Nor is it permissible to remove and/or to circumvent security measures or technical limitations (including limitations to the use) of the Service and/or the Website.

7.2 In principle, you retain the Intellectual Property Rights relating to the Data you made available. You acknowledge and accept that by making the Data available through the Service, you automatically and free of charge grant Tiq an unlimited, worldwide, irrevocable, sublicensable and transferable right to reproduce the Data and make the Data available to the extent that this is required in the context of providing the Service.

Article 8 Privacy

8.1 In order to make use of the Service it is required that you create an Account on the Website. You will provide Tiq with contact information such as name and e-mail address. The provision of this information is subject to legislation in respect of privacy, such as the Dutch Personal Data Protection Act ("Wet bescherming persoonsgegevens"). Tiq only uses your personal data in accordance with the Privacy Policy.

Article 9 Duration and termination

9.1 The Agreement for the use of the Service will enter into force on the date it is signed by both parties thereto. The initial term of the Agreement is one year, unless otherwise agreed. After the initial term, the Agreement will each time automatically be extended by a period of one year, unless one of the parties terminates ("opzeggen") the Agreement in accordance with the provisions of this article and while observing a notice period of at least three months before the end of the initial or extended term.

9.2 You are not entitled to terminate ("opzeggen") the Agreement during the aforementioned period, unless explicitly agreed otherwise. Tiq may, for example, provide you with a certain test period in which you may be entitled to terminate the Agreement. If, for some reason, you are entitled to terminate the Agreement, you can only do so by sending Tiq a request thereto in writing. In case of termination you must immediately cease any and all use of the TIQ Application and permanently remove the application from your device.

9.3 Tiq may immediately (temporarily or permanently) suspend your access to the TIQ Application at any time, and without notice to you if you breach these Terms of Use or otherwise engage in activities that Tiq reasonably determines are likely to cause liability to Tiq.

9.4 Tiq will also be entitled to terminate or suspend the Agreement with immediate effect without stating reasons. Tiq will not be liable for any costs, expenses, or damages as a result of its termination of the Agreement.

9.5 On termination (“opzegging”) of the Agreement, for any reason whatsoever, Tiq will block your Account and you will no longer have access to your offers. Tiq is not obliged to retain any of your Data or information and/or to furnish it to you or to convert or export such Data.

9.6 In the event of termination (“opzegging”), any performance already delivered and the payment obligations related to it will not be the subject of reversal, unless Tiq is in default in relation to such performance. Amounts invoiced by Tiq before the termination in connection with anything that it has already performed or delivered in implementing the Agreement will continue to be owed and will become immediately due and payable at the time of the termination.

Article 10 Liability

10.1 Unless otherwise stipulated in this Agreement, Tiq's total, aggregate liability for attributably failing, including breach of a warranty (in Dutch “toerekenbare tekortkoming”), to perform the Agreement, any unlawful act (in Dutch “onrechtmatige daad”) or otherwise is limited to direct damage only and shall not exceed the amount actually paid by you to Tiq under the Agreement during the preceding six (6) months.

10.2 Direct damage is understood to mean exclusively:

damage to property;

reasonable expenses that you would have to incur to make Tiq's performance conform to the Agreement, unless the Agreement is rescinded (“ontbonden”) by you;

reasonable costs incurred to prevent or limit direct damages that could be expected from the event on which the liability is based;

reasonable costs incurrent in determining the cause of the damage.

10.3 Any liability of Tiq for damage other than direct damage (“gevolgschade”) including – but not limited to – loss and/or damage of data, loss and/or damage to third party software, loss of profit, loss of business, loss of anticipated savings, loss of goodwill or reputation, or any other similar financial loss, or damage as a result of claims from third parties, is fully excluded.

10.4 The limitations mentioned in the preceding paragraphs of this article shall not apply if and insofar as the damage or injury is the result of intentional acts or omissions or gross negligence by Tiq.

10.5 No right to damages shall exist unless you notify Tiq in writing of the damage promptly after it has arisen. Any claim for damages against Tiq shall become extinguished by the mere lapse of six (6) months after the claim has come into being.

Article 11 Guarantees and indemnifications

11.1 Tiq does not guarantee:

that the Service shall be available to you at all times and without interruptions, faults or disturbances;

that the Service shall be effective or the use of the Service shall lead to certain results;

that the information provided through the Service shall be accurate, up to date and complete;

11.2 Tiq is not responsible for:

the purchase and/or the proper operation of your infrastructure;

loss, damage, inaccuracy and/or incompleteness of any information/Data provided through the TIQ Application and/or Website;

transmission errors, malfunctions or non-availability of computer, data or telecom facilities, including the internet;

any unauthorized use or attempted use of the TIQ Application;

making backup copies of any information/Data; or

the management, including checking the settings, the use of the TIQ Application and the manner in which the results of the TIQ Application are used.

11.3 You guarantee that you will not use the TIQ Application in a way that:

infringes the rights of Tiq or third parties, including but not limited to Intellectual Property Rights or rights in relation to the protection of privacy;

is contrary to any current legislation or regulations; or

is contrary to any provision in these Terms of Use.

11.4 Tiq shall never be liable for any of the abovementioned acts or circumstances. You indemnify Tiq against all damage and costs, including – but not limited to – damage resulting from (alleged)

infringements of Intellectual Property Rights, claims by third parties, collection costs, the statutory commercial interest, loss of profits, penalties incurred and legal fees, which Tiq incurs or which result from (i) attributable breach of the Terms of Use by you, (ii) any use of the Tiq App by you or (iii) an unlawful act.

Article 12 Applicable law and jurisdiction

12.1 These Terms of Supply and the use of the TIQ Application are governed by Dutch law. The applicability of the Vienna Sales Convention 1980 is expressly excluded.

12.2 All controversies, disputes or claims arising out of or relating to the Agreement or the breach thereof which shall not have been amicably settled by the parties shall be exclusively and finally settled by the competent civil court in Amsterdam, the Netherlands.