

## GENERAL TERMS AND CONDITIONS OCTALARM CONNECT

Wateringen, November 2021

### Article 1 Definitions

In these General Terms and Conditions, the following terms are defined as stated below:

1.1 Offer: any non-binding offer, quotation and/or price statement (including annexes, documentation and images etc.) from Supplier regarding the conclusion of Octalarm Connect.

1.2 Connection: the possibility to make use of Octalarm Connect including the required facilities.

1.3 Additional Services: products and/or services that may be purchased by the Customer can be purchased in addition to Octalarm Connect.

1.4 Supplementary Agreement: an agreement under which the Customer acquires services in connection with an agreement or services are provided by Supplier or by a third party on the basis of an agreement between that third party and Supplier.

1.5 General terms and conditions: the present additional terms and conditions of the Supplier that apply to Octalarm Connect.

1.6 Cooling-off Period: the period within which the Customer can exercise his right of withdrawal.

1.7 Day: calendar day.

1.8 Services: all matters that are the subject of an Agreement

1.9 Service provision: every form of service provision in the broadest widest sense of the word for which an Assignment is given to Supplier.

1.10 Durable Data Carrier: any means that enables the Customer or Supplier to store information that is addressed to him/her personally in a manner that makes future consultation and unaltered reproduction of the stored information possible.

1.11 Electronic Communication Service: Octalarm Connect for calling over GSM and VoIP using the SIP protocol.

1.12 Electronic Communications Network: the equipment and other technical means that enable the transmission of and, where applicable, the routing of signals between Connections by wire, by radio, by optical means or by other electromagnetic means.

1.13 Code of Conduct notice-and-take-down: a code of conduct that is part of an initiative by parties that are committed to combat the presence of unlawful and criminal information ("content") on (the Dutch part of) the Internet. This code describes how these parties deal with this. The code can be found at [www.samentegencybercrime.nl](http://www.samentegencybercrime.nl).

1.14 Right of Withdrawal: the option of the Customer to renounce the Agreement within the Cooling-Off Period if it has been concluded remotely.

1.15 Customer: customer or user of Octalarm Connect.

1.16 Month: a consecutive period until the same date in the next calendar month, unless the context indicates that a calendar month is meant.

1.17 Octalarm Connect: service offered by the private company with limited liability Adesys B.V.

1.18 Assignment: the assignment to perform work and/or provision of the services.

1.19 Agreement: every agreement concluded between Customer and Supplier.

1.20 Parties: Customer and Supplier together.

1.21 Services: all matters that are the subject of an Agreement.

1.22 Working Days: Monday through Friday, with the exception of public holidays generally recognised in the Netherlands.

### Article 2 Identity and details of Adesys B.V.

2.1 Octalarm Connect is a service offered by the private limited company Adesys B.V.

2.2 Adesys B.V. has its registered office at Molenweer 4, 2291 NR Wateringen in the Netherlands and can be contacted by telephone on +31 174 794 022 and via its general email address [info@adesys.nl](mailto:info@adesys.nl).

### Article 3 Applicability of the General Terms and Conditions

3.1 The Supplier reserves the right to change and/or supplement the General Terms and Conditions for Octalarm Connect at any time. Additional provisions or provisions that deviate from these General Terms and Conditions may not be to the Customer's detriment and must be recorded in writing or in such a way that they can be stored by the Customer in an accessible manner on a Durable Data Carrier.

3.2 If any provision of these General Terms and Conditions is deemed null and void, annulled or otherwise declared non-binding by a competent court, the other provisions of these General Terms and Conditions shall remain in full force and effect. In such case, the Parties shall hold consultations in order to agree on new provisions to replace invalid, annulled or otherwise non-binding provisions, whereby if and to the extent possible the purpose and purport of the original provision shall be taken into account.

3.3 Before the Agreement is concluded, the text of these General Terms and Conditions shall be made available to the Customer.

3.4 If the Agreement is concluded electronically, the text of these General Terms and Conditions may, in derogation from Article 3.3 and before the Agreement is concluded, be made available to the Customer electronically in such a manner that the Customer can easily store it on a Durable Data Carrier.



## Article 4 Offers

4.1 Every offer made by the Supplier is without obligation, unless otherwise stated in writing in the offer. The Supplier has the right to withdraw his Offer up to two working days after the acceptance has reached him.

4.2 If the Offer has a limited period of validity or is made subject to conditions, this shall be explicitly stated in the Offer.

4.3 The Offer contains a complete and accurate description of the Services offered.

4.4 The description is sufficiently detailed to enable the Customer to make a proper assessment of the Offer.

4.5 Each Offer shall contain such information that it is clear to the Customer what rights and obligations are attached to the acceptance of the Offer.

4.6 The prices quoted in an Offer are excluding VAT and other government levies, any costs incurred under the agreement, unless otherwise expressly agreed.

4.7 A compound quote shall not oblige Supplier to perform part of the Assignment against a corresponding part of the given price. An Offer does not automatically apply to future orders.

4.8 Acceptance of an Offer by the Customer implies that the Customer agrees with the applicability and content of these General Terms and Conditions.

## Article 5 Agreement

5.1 Subject to the provisions of Article 5.4, the Agreement is concluded at the time of acceptance by the Customer of the Offer and the fulfilment of the conditions set out therein.

5.2 If the Customer has accepted the Offer electronically, Supplier shall immediately confirm the receipt of the acceptance of the Offer electronically. As long as the receipt of an electronic acceptance has not been confirmed, the Customer may terminate the Agreement.

5.3 If the Agreement is concluded electronically, Supplier shall take appropriate technical and organisational measures to protect the electronic transfer of data and shall ensure a safe web environment. If the Customer wishes to pay electronically, Supplier shall observe appropriate security measures.

5.4 Supplier may - within legal frameworks - inquire as to whether the Customer can fulfil its payment obligations, as well as inquire after all facts and factors that are material for duly concluding the Agreement. If, on the basis of this inquiry, Supplier has good reasons not to enter into the Agreement, it shall have the right to justifiably refuse an order or request or to attach special conditions to the performance of the Agreement.

5.5 Verbal promises by and agreements with subordinates of Supplier shall not be binding on Supplier until and insofar as they have been confirmed in writing by Supplier.

5.6 Even though Supplier shall exercise the necessary care when formulating its Offer, including price lists, brochures and other data that may suggest any (future) legal relationship between Supplier and the Customer, the Customer may never derive any legitimate expectations with respect to the accuracy of the data contained herein, unless expressly agreed otherwise in writing. Images, drawings, photographs, statement of dimensions, specifications and further descriptions by Supplier in catalogues, circulars

or other Services offered shall not be binding and are only intended to provide a general impression of the range of the service Supplier offers, unless Supplier has expressly stated otherwise in writing and without prejudice to the obligation of Supplier to warrant the accuracy and completeness of the measurements and data it has provided. In no event shall Supplier be required to provide any (subsequent) delivery.

5.7 When providing the Service to the Customer, Supplier shall enclose the following information, in writing or in such a manner that the Customer can store it on a Durable Data Carrier in an accessible manner:

- the visiting address of the Supplier office where the Customer can lodge complaints;
- the information regarding existing after-sales service and warranties;
- the requirements for denunciation of the Agreement if the Agreement is of more than one year's duration or of indefinite duration.

5.8 If Supplier has undertaken to provide a range of services, Article 5.7 shall only apply to the first delivery.

## Article 6 Prices

6.1 All prices quoted are in euros and excluding VAT and other government levies, any costs incurred within the scope of the Agreement, unless otherwise stated.

6.2 The Supplier is entitled to adjust (index) the price for the services. This price adjustment may take place at most once a year in the month of January. A price increase must be announced to Customer at least one month in advance. Supplier is authorised to adjust the amount of the direct debit to the new monthly amount. If Customer does not wish to accept the price increase, the service can be terminated for this reason, without observing the usual month's notice.

## Article 7 Payment

7.1 Unless explicitly agreed otherwise in writing, payment by the Customer to Supplier shall be collected by direct debit from the IBAN number specified by the Customer. In doing so, the legal deadlines resulting from the SEPA regulation shall be taken into account.

7.2 All payments must be made to an account designated by Supplier, unless otherwise agreed in writing.

7.3 The Customer shall be obliged to inform Supplier immediately of any inaccuracies in the payment data provided or stated.

7.4 If there are good grounds for the Customer not to fulfil his obligations or not to do so on time, the Customer shall be obliged, at the first request of Supplier, to immediately furnish adequate security in the form desired by the Contractor and, if necessary, to supplement this security for the fulfilment of all his obligations. As long as the Customer has not complied with the above obligation, Supplier shall be entitled to suspend the fulfilment of its obligations.

7.5 If the Customer fails to fulfil his payment obligation(s) on time, he shall owe the statutory interest on the outstanding amount after Supplier has notified him of the late payment and Supplier has granted the Customer a period of fourteen (14) Days during which to still fulfil his payment obligations, after failure to pay within this fourteen-day (14) period, and Supplier shall be entitled to charge the statutory interest on the outstanding amount and to charge the extrajudicial collection costs it has incurred. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000, with a minimum of € 40.



7.6 The payments of, by or on behalf of the Customer shall always first be applied to settle all statutory interest payable and costs, and subsequently those invoice amounts which have been outstanding for the longest period, even though the Customer has stated that the payment relates to a later invoice.

7.7 If the Supplier has a claim on the Customer that is due and payable, the Supplier is entitled to suspend all activities and further performances on behalf of the Customer and/or Services for the Customer until full payment is received from the Customer.

7.8 The right of the Customer to set off his claims against Supplier or to suspend the fulfilment of his obligations is excluded.

#### **Article 8 Service provision: duration, termination and renewal**

8.1 Agreements concluded by Customer for a fixed period (1 year) can only be cancelled by Customer in writing at the end of the fixed period, taking into account a notice period of 1 month.

8.2 Agreements that have been entered into for an indefinite period of time or that have been extended may only be cancelled by Customer in writing by the end of the fixed term with observance of a notice period of 1 month.

8.3 In case Customer does not observe the applicable term of notice as referred to in section 1 and section 2 of this article, Supplier shall charge the remaining fees due until the next termination date, being the first moment when Customer can terminate one of the agreements concerned.

8.4 An Agreement entered into for a definite period of time is tacitly renewed for an indefinite period of time, taking into account that Customer may at all times (exclusively) terminate in writing with a 8.4 An Agreement entered into for a definite period of time is tacitly renewed for an indefinite period of time, taking into account that Customer may at all times terminate the Agreement (exclusively) in writing with a notice period of at most 1 month.

#### **Article 9 Commissioning and changes of (additional) communication services**

9.1 If the facilities for putting Octalarm Connect into service are available, Octalarm Connect will be put into service as soon as possible.

9.2 If the facilities for putting Octalarm Connect into service are not present or available, the Supplier shall realise these within the period notified to the Customer upon confirmation of acceptance of the application.

9.3 The provisions of the preceding paragraphs shall apply accordingly to the provision of Additional Services and to changes to a Connection.

#### **Article 10 Service provision: performance of the Agreement**

10.1 Supplier shall exert itself to the best of its ability and insight and in accordance with the requirements of good craftsmanship to perform the services with care, where appropriate in accordance with the agreements and procedures laid down in writing with Customer.

10.2 Supplier does not guarantee fault-free delivery of telecommunication services. Supplier shall investigate faults as soon as possible and make an effort to solve the fault as soon as possible. Supplier is not liable for damages as a

result of failures in the national GSM networks and the public internet. For the liability of the Supplier, reference is also made to the current version of the Metaalunie conditions.

10.3 The quality of a telecommunications service depends, among other things, on the connection and peripheral equipment used by the Customer.

10.4 The Supplier may change the (operation of the) technical properties of a telecommunications service. Supplier shall take the interests of Customer into account in all reasonableness. Supplier is not liable for the damage that results from a change in the technical properties.

10.5 If and insofar as in Supplier's opinion a proper performance of the agreement requires this, Supplier has the right to have certain activities performed by or with the help of third parties. In that case, the applicability of Section 404, 407 paragraph 2 and 409, Book 7 of the Civil Code shall be expressly excluded. Supplier shall never be held liable for the failure of such a person.

10.6 If Customer moves to a different address, the agreement shall continue unchanged unless this is not reasonably possible. Customer shall immediately inform Supplier of the removal. Additional costs for Supplier as a result of the Customer moving house are at the expense of the Customer.

10.7 Use of an advice issued by Supplier is always at the expense and risk of Customer.

10.8 The Customer shall ensure that all information, which Supplier considers to be necessary or which the Customer should reasonably understand to be necessary for the performance of the Service, is provided to Supplier in a timely manner. If the information required for the performance of the Services is not provided to Supplier on time or is incomplete, Supplier shall have the right to suspend the performance of the Agreement and / or to charge the Customer for the extra costs resulting from the delay in accordance with the then customary rates. The performance period shall not commence until the Customer has provided Supplier with the said information. Supplier shall not be liable for damage, of whatever nature, caused by Supplier making decisions based on incorrect and/or incomplete information provided by the Customer.

#### **Article 11 Maintenance and failures**

11.1 Octalarm Connect is maintained by and at the expense of the Supplier. The Supplier may temporarily put (part of) Octalarm Connect out of use for maintenance purposes. The Supplier shall keep this to a minimum and inform the Customer timely, unless this is not reasonably possible.

11.2 Customer must report a malfunction of Octalarm Connect to the Supplier as soon as possible. Faults shall be investigated as much as possible within one working day after they have been reported to Supplier. Customer must cooperate with the investigation of failures. The Supplier shall make every effort to remedy faults as soon as possible.

11.3 The costs of the fault investigation and the costs of removing the fault are at the expense of Supplier. These costs may be charged to the Customer if the malfunction is caused by an act or omission of the Customer in violation of these General Terms and Conditions, or the malfunction is caused by non-functioning peripherals or the presence of other equipment belonging to the Customer at the agreed location that affects Octalarm Connect.

**Article 12 Availability**

12.1 The Octalarm Connect VoIP services are provided on all calendar days, throughout the day (24x7x365) subject to accordance with the additional agreements on availability. The platform and the services offered on it services are guaranteed to be available in accordance with the following table:

Description	Availability	Downtime* (hours/year)
VoIP network	99,9%	8,64 hour

\*Excluding interruption or outage due to planned and emergency maintenance.

12.2 Maintenance windows: for optimum operation and availability of availability of the infrastructure, the Supplier must carry out maintenance. There are two types of maintenance:

- a. **Planned maintenance:** regular maintenance of the complete infrastructure for the purpose of maintaining/improving improvement of quality and for possible adjustments/extensions (P2, P3, P4).
- b. **Urgent maintenance:** maintenance of the infrastructure infrastructure as a result of P1 incidents.

Type of maintenance	Impact expected	Notice period	Maintenance window
Scheduled - announced	Yes	14 working days	Working days 22:00u - 07:00 h Weekends 09:00u - 21:00 h
Scheduled - unannounced	No	None	Wednesday 20:00u - 07:00 h
Urgent	Yes	None	Any time

12.3 Priority: the service desk employee determines the priority of an incident. Service Desk employee determines the priority of an incident depending on the impact and urgency of the incident.

Priority	Impact	Urgency	Description
P1	Critical	Very high	There is no availability of the purchased services.
P2	High	High	There is partial availability of the purchased services.
P3	Normal	Medium	There is a partial availability of some of the purchased services.
P4	Low	Low	All service-related questions and/or wishes.

**Article 13 Changes in properties of Octalarm Connect**

13.1 The Supplier is entitled to change the technical characteristics of Octalarm Connect or of the Communication Network in order to (continue to) satisfy: (i) rules laid down by or pursuant to law, and/or (ii) the requirements of the time and the state of the art. Supplier shall make an effort to carry out these changes without affecting the possibilities of use of Customer and the peripherals used by him. If this is not possible and a modification has reasonably foreseeable financial consequences for for the Customer, the change will not take place until one month after it has been month after it has been announced or as much longer as is reasonably possible. reasonably possible.

**Article 14 Use**

14.1 Customer is responsible for the adequate security of its infrastructure, peripherals and access codes. The customer is responsible for all use of Octalarm Connect and the access code(s) made available to him. The Client is also responsible for everything that happens with facilities at the agreed location, insofar as this is attributable to him.

14.2 Customer is not permitted to perform, do or allow any actions to be performed that are intended to influence the amounts that would, without such actions, have been payable by Customer to Supplier for the use of the Electronic Communication Service.

14.3 If the electronic communication traffic required for the functioning of Octalarm Connect is hindered, Customer is obliged to follow the reasonable instructions given by Supplier.

14.4 It is not allowed to connect peripheral devices to the Electronic Communications Network that do not meet the applicable legal requirements. The consequences of connecting peripheral devices that do not meet the legal requirements are at the expense and risk of Customer.

14.5 The Customer shall not perform or omit to perform acts which he knows or should reasonably have known would result in a use of the Service that is punishable or unlawful towards Supplier and/or third parties.

14.6 When using Octalarm Connect the Customer guarantees that, as far as relevant, he will observe the following regulations:

- a. Customer will not infringe on the intellectual property rights of Supplier and/or third parties in any way;
- b. Customer shall not spread (computer) viruses or other files that can damage the (proper) functioning of the software of Supplier and/or third parties;
- c. Customer shall not abuse any access code(s) or (attempt to) break through the security measures attached to Octalarm Connect;
- d. Customer will not send large amounts of unsolicited messages with the same or similar content (spam);
- e. Customer shall not in any way use Octalarm Connect to encumber, abuse, harass, stalk, threaten or otherwise violate the rights of others.

**Article 15 Fair use**

15.1 Customer shall use Octalarm Connect for normal business use, while a flat fee is applicable. In case of excessive use, Supplier shall point this out to the Customer. If the Customer does not adjust the usage, the Supplier is entitled to still charge the usage that exceeds the standards.

15.2 Customer uses the service of Octalarm Connect according to the fair use principle. The service has been established to call out (critical) alarms through all possible channels on the peripherals of the Supplier. The Octalarm Connect Service is not intended as a notification service for all kinds of activities within the standard business operations of the Customer.

15.3 If Supplier becomes aware that the subscription is being used improperly, it is entitled to address this to Customer. If the Customer does not adjust its application, the Supplier is entitled to terminate the service with due observance of a notice period of one month.

15.4 Fair use within Octalarm Connect is measured over an average of three months, so that incidents do not immediately lead to disconnection.



## Article 16 Relocation

16.1 If Customer moves house or wishes to change the invoice address, Customer must inform Supplier of the new address at least one month in advance. Customer can have his Connection moved to his new address, unless it concerns a move to a region where Octalarm Connect cannot be supplied by Supplier.

16.2 Supplier will determine in consultation with Customer when the connection will be moved. If the Connection is not delivered in working order at the new address on the agreed date, a new date for the relocation of the Connection will be set in consultation.

16.3 A relocation does not result in the termination or suspension of the Agreement. The Customer remains obliged to continue to pay the periodic and usage fees.

## Article 17 Warranty

17.1 Supplier warrants that the Services comply with the Agreement, the specifications stated in the Offer, the reasonable requirements of adequacy and/or suitability and the legislation and provisions that are current at the date of the conclusion of the Agreement. If agreed, Supplier also warrants that the Services are suitable for other than normal use.

17.2 Any form of warranty shall lapse if a defect has arisen as a result of improper use. Nor shall the Customer be entitled to the warranty if the defect is caused by or results from circumstances beyond the control of the Supplier, including, but not limited to, a faulty infrastructure at the end Customer's premises, the loss of the mobile networks of international operators, weather conditions (such as, but not limited to, extreme rainfall, lightning strikes or temperatures), etcetera.

17.3 Supplier shall only be obliged to implement the warranty when the Customer has fulfilled all his obligations.

17.4 If the agreed performance has not been carried out in a proper manner, the Supplier shall make a choice within a reasonable period of time whether to carry it out after all in a proper manner or to credit the Client for a proportionate part of the order sum. If the Supplier opts for replacement in the case of defective equipment, this may be other, similar items and not necessarily identical. Data conversion resulting from the proper performance of the service as yet does not fall under the guarantee.

17.5 With regard to software and equipment, the obligation to rectify faults is a best-efforts undertaking. Furthermore, the Supplier does not guarantee that software will always work without interruption or that all faults will always be remedied.

17.6 The Supplier is never obliged to rectify data/data that has been lost or mutilated.

## Article 18 Liability

18.1 In the event of an attributable shortcoming, Supplier shall be obliged to still fulfil its contractual obligations with due observance of "Article 17 Warranty".

18.2 The obligation of Supplier to compensate damage on whatever basis shall be limited to the damage for which Supplier is insured under an insurance policy effected by or on behalf of Supplier. However, the scope of this obligation shall never be greater than the amount that is paid out under this insurance in the relevant case.

18.3 If, for whatever reason, Supplier is not entitled to invoke paragraph 2 of this article, the obligation to compensate damage shall be limited to 15% of the total assignment sum (excluding VAT). If the agreement consists of parts or partial deliveries, this obligation shall be limited to 15% (exclusive of VAT) of the assignment sum for that part or partial delivery. In case of continuing performance agreements, the obligation to compensate damage shall be limited to 15% (exclusive of VAT) of the assignment sum due for the twelve months prior to the event giving rise to the damage.

18.4 Not eligible for compensation:

- a. consequential loss. Consequential loss is understood to include: loss, theft, embezzlement or damage to (movable/ immovable) property other than the delivered goods, the loss or damage mutilated data, stagnation damage, loss of production, loss of profit, fines, transport costs and travel and accommodation costs;
- b. damage to property in the care, custody or control of, but not owned by the insured damage to property in the care, custody or control of, but not owned by the insured is understood to include damage caused by or during the execution of the work to goods on which work is being carried out or to goods that are located in the vicinity of the place where the work is being carried out;
- c. damage caused by intent or deliberate recklessness on the part of auxiliary persons or non-managerial subordinates of Supplier.

The Customer has the option to insure himself against these types of damage if possible.

18.5 Supplier is not obliged to compensate damage to materials supplied by or on behalf of the Customer as a result of improper processing.

18.6 The Customer indemnifies Supplier against claims of third parties due to product liability as a result of a defect in a product that has been delivered by the Customer to a third party and that partly consisted of products and/or materials delivered by Supplier. The Customer is obliged to compensate all damage suffered by Supplier in this respect, including the (full) costs of defence.

## Article 19 Force majeure

19.1 The Supplier cannot be held responsible for any failure to fulfil his obligations if this failure is the result of force majeure.

19.2 Force majeure shall include the circumstance that third parties engaged by the Supplier such as suppliers, subcontractors and transporters, or other parties on which the Customer depends, fail to meet their obligations or fail to do so in time, weather conditions, acts of nature, outbreaks of infectious diseases (including pandemics, such as COVID-19), terrorism, cybercrime, disruption of digital infrastructure, fire, power failure, loss, theft or loss of tools, materials or information, road blocks, strikes or work stoppages and import or trade restrictions.

19.3 The Supplier is entitled to suspend the fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations towards the Customer due to force majeure. After the force majeure has ceased to exist, the Supplier shall fulfil its obligations as soon as its planning permits.



19.4 If there is a situation of force majeure and compliance is or becomes permanently impossible, or if the temporary situation of force majeure has lasted for more than six months, the Supplier is authorised to dissolve the agreement in whole or in part with immediate effect. In such cases, the Customer is authorised to dissolve the agreement with immediate effect, but only for that part of the obligations that have not yet been fulfilled by the Supplier.

19.5 The parties are not entitled to compensation for damage suffered or to be suffered as a result of the force majeure, suspension or dissolution within the meaning of this Article.

#### **Article 20 Complaints procedure**

20.1 Supplier has a complaints procedure that has been adequately communicated and handles complaints in accordance with this complaints procedure.

20.2 Complaints regarding the performance of the Agreement must be submitted to Supplier in writing, fully and clearly described, within a reasonable period of time after the Customer has discovered the defects or should reasonably have discovered them, on pain of forfeiture of all rights.

20.3 Complaints submitted to Supplier shall be replied to within a period of fourteen days from the date of receipt. If a complaint requires a foreseeably longer time for handling, Supplier shall reply within the period of fourteen days with an acknowledgement of receipt and an indication of when the Customer can expect a more detailed reply.

#### **Article 21 Duty to complain**

21.1 The Customer may no longer invoke a defect in the performance if he does not complain to the Supplier in writing about it within fourteen days after he has discovered or reasonably should have discovered the defect.

21.2 The Customer must submit complaints about the invoice to the Supplier in writing within the term of payment, on penalty of forfeiture of all rights. If the payment term is longer than thirty days, Customer must have complained in writing to the Supplier within thirty days of the invoice date.

#### **Article 22 Applicable law**

22.1 All Agreements concluded by Supplier to which these General Terms and Conditions apply in full or in part shall be governed exclusively by Dutch law, even if an obligation is performed in full or in part abroad. Or if the party to the legal relationship is domiciled there.

22.2 In the event of a dispute, the parties shall first make every effort to resolve this dispute amicably. If they do not succeed in doing so, all disputes shall be settled exclusively by the competent Dutch court in the district where the Supplier is established. The Supplier is entitled to deviate from the possibility referred to in the previous rule and to apply the legal jurisdiction rule.

#### **Article 23 Location and modification**

23.1 The last filed version of these General Terms and Conditions always applies or, as the case may be, the version as it applied at the time of the establishment of the legal relationship with Supplier.

23.2 The Dutch text of the General Terms and Conditions shall always be decisive for the interpretation thereof.

#### **Article 24 Privacy, data processing and data security**

24.1 Personal data may be processed by the Supplier as part of its services. Supplier shall process personal data in accordance with the relevant laws and regulations.

24.2 Customer is responsible itself for complying with the obligations resting on it from the legislation and regulations with respect to the processing of personal data. Customer shall indemnify Supplier against all claims in this respect of persons concerned or other third parties, including governments and supervisors.

24.3 Supplier shall at all times be obliged to cooperate with an authorized order from a government agency (including: Justice, the Personal Data Authority or the Tax Authorities), with due observance of the laws and regulations concerning the protection of personal data.

24.4 The Supplier shall not store and process the collected personal data any longer than necessary and shall ensure that appropriate technical and organisational measures are taken to secure the personal data.

24.5 The Customer understands and accepts the following use of the alarm data:

- alarm data that can be accessed via Octalarm Connect at Supplier shall only be used to monitor the correct functioning of the alarm dialler and the Services and to develop suitable future functionalities;
- alarm data is not shared with third parties or used for marketing purposes;
- the alarm dialler shall only be accessible remotely by Supplier or third parties with the explicit permission from the Customer.

24.6 The Customer understands and accepts the following use of personal data:

- invoicing;
- communication relating to the Services.