



TERMS AND CONDITIONS

VERSION 2.1

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Terms & Conditions

These terms and conditions (“**Terms**”) apply and govern the use of the “**Services**” (defined hereinafter) provided by Neurolytics B.V. a registered company having its registered office at Europalaan 400, 4th Floor, 3526 KS Utrecht, The Netherlands (“**Company**”) to the “**User**” (defined hereinafter). By accessing and/or using the Services, the User accepts these Terms in full, without reservation and shall use the Services in accordance with these Terms.

We recommend that the User reads these Terms, furthermore, the Company may modify these Terms at any time, at their sole discretion and without prior notice by updating the “**Website**” (defined hereinafter) in regard to which the Company shall inform the User in accordance with the Terms. The User is required to review the Terms to be aware of any changes. The continued access to and/or use of the Services by the User after changes have been made to these Terms indicates agreement to be legally bound by the updated and/or amended Terms.

1. Definitions & Interpretation:

- 1.1. The definitions in these Terms shall apply in any Document. If a Document has a different definition, then to that extent, that definition shall apply in relation to that Document. Where the word "*including*" is used in these Terms, it should be interpreted as "*including, but not limited to*". Definitions for terms will apply to both singular and plural uses of the terms. Titles of clause and sub-clauses in these Terms shall not affect the interpretation of the Terms. The relevant terms pertaining to data protection including processing, personal data, controller, processor, sub-processor shall have the meaning as ascribed under the relevant Applicable Law.
- 1.2. Unless otherwise defined herein, capitalized terms and expressions used in the Terms shall have the following meaning:
- 1.3. **Access Rights** means any personalized access rights (including login identification and passwords) for the Services that have been granted by the User and/or on behalf of the User by the User Administrator for providing access to End-Users;
- 1.4. **Additional Services** means any ancillary services (including Support) in regard to the provision of the Services the Company provides from time to time on the request by the User;
- 1.5. **Applicable Law** means the prevailing laws of The Netherlands and the European Union;
- 1.6. **Available or Availability** means the reasonable readiness of the Features for use by the User and/or End-Users for live, real-time processing and information exchange at reasonably acceptable transfer rate in accordance with these Terms;
- 1.7. **Billing Period** means one calendar month and/or 30 calendar days whichever is more;
- 1.8. **Business Day** means Monday to Friday, from 9:00 AM to 05:00 PM (Central European Time) except on national holidays or as notified by the Company from time to time on the Service Portal;
- 1.9. **Candidate Content** means any and all personal data of the Candidate as determined, collected and processed by the User on the Service Portal for the purpose of generating a Report through the use of the Services;
- 1.10. **Candidate** means any natural person who is seeking employment and/or intends to provide of their services to the User;
- 1.11. **Company** means Neurolytics B.V. (bearing corporate identification number: KvK 72043776) having its registered office at Europalaan 400, 4th floor, 3526KS Utrecht, The Netherlands;

- 1.12. **Confidential Information** means the information as specified in Clause 19 of these Terms;
- 1.13. **Document** means any other document related to provision of the Services, including the data processing agreement;
- 1.14. **Downtime** means the duration of time during which the Features are not Available for use for the User and/or the End-Users, except as excluded in these Terms;
- 1.15. **Employee** means a person, including employees, contractors, trainees, interns and/or volunteers working for and/or behalf of the User and whose actions shall be binding on the User;
- 1.16. **End-Users** means any person with Access Rights, including the User Administrator, Employees and Candidates;
- 1.17. **Feature** means a function and/or sub-function of the Services, Service Portal and/or Website that maybe described in the Terms and/or Documentation;
- 1.18. **Fees** means the charges (including any additional costs recoverable from the User in accordance with the Terms) for the use of the Features of the Services as agreed in writing by the Parties from time-to-time;
- 1.19. **Independent Use** means the use of the Services by the User and/or End-Users at their discretion with or without Support;
- 1.20. **Parties** means the Company and the User;
- 1.21. **Payment Method** means the relevant billing information as requested by the Company and provided by the User in the Service Portal at the time of first use of the Services and any updated information as maybe provided by the User to the Company from time to time;
- 1.22. **Report** means the document containing the analysis of User Content which is generated in the Service Portal on the basis of the choice and use of Functions chosen by the User;
- 1.23. **Services** means the software-as-a-service provided by the Company for recruitment and talent acquisition, and/or including any Additional Services, provided to the User under these Terms;
- 1.24. **Services Portal** means the Feature provided by the Company on the Website to the User and/or End-Users for using the Services, including access to the User Content, Candidate Content and Report;
- 1.25. **Support** means the provision of assistance concerning the usage of the Features;
- 1.26. **Terms** means these general terms and conditions between the Parties;
- 1.27. **Third Party Service** means any products and/or services provided by third parties including network provider(s), data center provider(s), telecommunication provider(s), service provider(s), software provider(s), web browser provider(s) in regard to the provision of the Services by the Company;
- 1.28. **User Account** means the Feature of the Services Portal designated as the virtual portal to access the User Content, Candidate Content and Report, which is solely accessed by the User Administrator;
- 1.29. **User Administrator** means an End-User authorised by the User to act as the liaison between the Parties and authorised to act an administrator for having primary access to the Services Portal;

- 1.30. **User Content** means any personal data made available by the User and/or End-User on the Services Portal, including the Candidate Content;
- 1.31. **User** means the legal person and/or a person (including their successor, legal representatives and/or assignee) who enters into an agreement under these Terms with the Company for the using the Services;
- 1.32. **Website** means <https://www.neurolytics.ai/>

2. General

- 2.1. The Company shall on a best efforts basis provide the Services to the User:
- a. exercising reasonable care, skill and diligence; and
 - b. in accordance with the Terms, other Documents and Applicable Laws.
- 2.2. The User represents and warrants that the User:
- a. has the right and capacity to enter into and be legally bound by the Terms and other Documents;
 - b. shall comply with all Applicable Laws in connection to the User Content and use of the Services;
 - c. is authorized to submit and use the User Content;
 - d. agrees to abide by these Terms and other Documents in connection to the Services and the Website;
 - e. agrees to use the Services and the Website at User's own risk;
 - f. shall permit only Employees to use the Services;
 - g. all End-Users and Candidates are at least 18 years of age;
 - h. is legally permitted and authorised to use the Services, and takes full responsibility for the selection and use of the Services and/or Features;
 - i. has provided all details necessary to legally identify the User to the Company;
 - j. shall actively and accurately populate the Service Portal with details relating to identification of the User and Payment Method of the User and take reasonable measures to protect such details;
 - k. shall ensure that access to and usage of the Services and/or Features are always in accordance with the Terms;
 - l. shall be responsible for any and all User Content posted to Services Portal and activity that occurs through the Services Portal; and
 - m. shall ensure that the End-Users and Candidates use the Services in accordance with the Terms.

3. Non-exclusivity

- 3.1. The Company's provision of the Services to a User is non-exclusive. No agreement between the Company and a User prevents the Company to provide the Services to any other party, unless the Company and a User agree otherwise in writing.

4. Availability & Access to the Services

- 4.1. The Company will make commercially reasonable efforts to ensure the Features are Available to a User, twenty-four hours a day, seven days a week. However, there may be certain disruptions resulting in Downtime, for which the Company warrants a minimum Availability of 95% per quarter of the Features.
- 4.2. The Features shall be considered as Available if the Downtime is a result of:
- a. factors beyond the control of the Company's reasonable control;
 - b. breach of the Terms and/or other Documents by the User and/or End-User;
 - c. any use of the Features by the User and/or End-User in a manner which was not designed or intended to be used;
 - d. any disruption pertaining to the Third Party Services;
 - e. any restriction of the Services by the Company as a result of an order, instruction and/or direction from a statutory authority; and/or
 - f. any planned Downtime for maintenance or other development of the Features and/or the Service Portal with prior written notice of 5 Business Days in accordance with Clause 21 of the Terms.
- 4.3. The Company retains the right to create limits on use with respect to the Services at any time with or without notice, including to ensure the stability, legality, availability, scalability, usability, commercial viability and responsiveness of the Services to other users of the Services.
- 4.4. The Company makes no claim that the Services may be lawfully used or that the User Content and Report may be uploaded or downloaded to and from the Service Portal, outside of the European Union. If the User and/or End-User uses the Services from outside the European Union, then it is at the User's own risk and the User shall be responsible for compliance with the laws and regulations of the relevant jurisdiction(s) at their own cost.
- 4.5. The User shall be responsible for:
- a. obtaining and/or maintaining any equipment and/or ancillary services needed for the User and any End-Users to connect to and use the Services; and
 - b. ensuring that such equipment or ancillary services are compatible with the Services and the Company has no obligation to ensure the same.
- 4.6. The Company will make commercially reasonable efforts to make back-ups of User Content and to restore User Content, free of any additional charge, in case of data loss that is attributable to the Company.
- 4.7. If the Company does not meet the Availability warranty specified in Clause 4.1 of these Terms, then the Company at its discretion will make reasonable efforts to address the issue after due consultation with the User.

5. Additional Related Services & Features

- 5.1. The Company may, from time to time, make Available and/or withdraw Additional Services to supplement the Services at the sole discretion of the Company. However, the User shall have to decide to opt-in for availing these Additional Services as the data controller.

6. Quality of Service

- 6.1. The Company will make commercially reasonable efforts to respond to Support requests received from the User Administrator, in writing in accordance with Clause 21 of these Terms within 5 Business Days.
- 6.2. The Company shall only provide Support to End-Users in so far as the User makes sure that requests for Support of End-Users are routed efficiently through the User Administrator and that End-Users do not disproportionately request Support.
- 6.3. The Company may in its sole discretion, determine that End-Users are disproportionately requesting Support, and then the Company shall notify the User Administrator in writing of the same and inform about any additional costs for the same. Support requests maybe made in accordance with Clause 21 of these Terms of these Terms.
- 6.4. The Company may make reasonable efforts to provide any requisite training to any authorised person of the User and/or End-Users for the use of the Services on receipt of a written request for the same from the User Administrator within 30 Business Days. The Company may at its discretion may specify reasonable costs and/or fees for the provision of such training, in writing to the User prior to the provision of the training.

7. General Use

- 7.1. Any person authorised by the User shall use the Services:
 - a. in accordance with these Terms and any the other Documents;
 - b. only for lawful purposes and lawful means; and
 - c. in accordance with Applicable Laws.
- 7.2. All use of Access Rights shall be attributed to the User in the context of the Terms and an End-User, and the User Administrator does not derive any rights from these Terms. For the sake of clarity, the User shall act as the data controller and delegate the persons who shall have the Access Rights.
- 7.3. In connection with the use of the Services, the User is responsible for maintaining licenses and adhering to the license terms of any software the User and/or End-User uses.
- 7.4. The Reports are informational in nature and shall have no binding effect on either Parties. The User may rely on the Report, but must use their independent decision and discretion.

8. Non-Permitted Use

- 8.1. A User and/or End-User shall not:
 - a. resell, redistribute and/or make available the Services, Reports and/or Features to any third party, for any fee or otherwise, except with explicit written consent of the Company;
 - b. use the Services in a manner which may harm, harass and/or is detrimental to any person;
 - c. commercially exploit the Services (including by the distribution of Access Rights) without the prior express written consent of the Company;
 - d. make any modifications, excerpts and/or adaptations of the Report;
 - e. distribute any Reports to any third parties, except with prior written consent of the Company;
 - f. publish on the Report on the public domain;

- g. copy any information provided on the Service Portal for anyone that is not an End User;
- h. use or attempt to use any unauthorised means to modify, reroute and/or gain access to the Services and/or Features;
- i. reverse engineer the Service and/or Features or otherwise extract knowledge from or create derivative work of the Service and/or Features;
- j. test the vulnerability of any system or network or breach or circumvent any security or authentication measures, including without limitation, by scanning, penetration testing and/or submitting the Service to bug bounty programs;
- k. interfere with or create an undue burden on the Services and/or Website, including without limitation, by sending a virus, overloading or denying service, spamming or by scripting;
- l. use the Services to send altered, deceptive or false source-identifying information;
- m. access or search the Services by any means (automated or otherwise) other than through interfaces that are permitted by the Company;
- n. use any automated process and/or service (such as a bot, a spider, periodic caching or metasearching) to access and/or use the Service, to use actions within the Features to copy and/or scrape information from the Service;
- o. obtain or attempt to obtain any Features of the Service, except in the manner the Company makes Available the Features;
- p. use the Report except on an as-is basis; and
- q. use the Services and/or Reports in any manner which may be construed as a violation of Applicable Laws.

9. Denial of Services

- 9.1. The Company shall have the sole right as it deems appropriate, to suspend, limit, terminate and/or cancel the right to use the Services and/or to access the Services Portal without prior notice and at its own discretion, block or deny a User access to the Services if:
- a. a User does not use and/or does not intend to use the Services in accordance with these Terms;
 - b. the use of the Services by the User is fraudulent, abusive, improper and/or unauthorized;
 - c. the User and/or End User(s) violates any of the Terms and/or the restrictions under the other Documents;
 - d. the Company does not receive payment of Fees for the use of the Services;
 - e. any insolvency and/or bankruptcy proceedings have been initiated against the User;
 - f. either Party has initiated Dispute Resolution Mechanism under Clause 23 of these Terms and which have not been resolved;
 - g. legal proceedings have been initiated against the Company by a third party, due to any act and/or omission attributable to the User and/or End-User.

- h. in the opinion of the Company, the User and/or End User has failed to comply with any of the provisions of these Terms;
- i. the Company received any direction and/or order from any statutory authority in this regard to deny the services;
- j. the usage under a User Account is excessive and endangers the availability or stability of the Services for other customers of the Company; and/or
- k. the User and/or End-User is unprofessional in their conduct and/or is abusive, encourages or is complicit in the abusive behaviour towards the employees and/or persons associated with the Company which requires the Company in its sole discretion to take any action it deems fit to protect its employees and/or persons associated with the Company from actions and/or omissions of the Use and/or End User.

10. Term

- 10.1. Unless otherwise agreed in writing, the use of the Services shall remain effective for an indefinite period of time, unless terminated in accordance with these Terms.

11. Fees and Payment Terms

- 11.1. The Company and a User shall have agreed on a Fee for the Services, and User shall pay to the Company the Fees within 10 Business Days from the date of receipt of the invoice. The Company shall be entitled to charge statutory interest (wettelijke rente) (calculated monthly) on the invoiced amount in the event of late payment.
- 11.2. A User shall not offset any fee payable against any receivables from the Company or to exercise a right of retention. For the clarity, no interest shall accrue on any money received by the Company from the User as advances or upfront payment.
- 11.3. Any legal costs incurred by the Company to obtain payment of Fees shall be borne by the User.
- 11.4. To pay the Fees for using the Features provided through the Service, the User shall provide a valid Payment Method at the time of first registration and shall keep such information current at all times. The User may change the Payment Method by contacting the Company in accordance with Clause 21 of these Terms.
- 11.5. By providing the Company with the Payment Method, the User:
 - a. represents that the User is authorized to use the Payment Method and that the relevant information provided is true and accurate at all times; and
 - b. authorises the Company to charge Fees to the User for the Services using the Payment Method and provide a written invoice specifying the Fees for each Billing Period and on a recurring basis; and
 - c. authorises the Company to include additional transaction charges and/or taxes payable by the User for availing the Services and choosing a Payment Method.
- 11.6. The request for the use of the Service is automatically renewed each Billing Period, unless terminated in accordance with the Terms. The Fees for each Billing Period are based on the Features of the Service used in combination with other factors including, but not limited to, the number of Features and number of Reports generated. Calculation of the Fees is done automatically and may vary each Billing Period.

- 11.7. The Company shall provide the User with a written invoice and the User shall inform the Company of any error on the invoice within 30 Business Days. The Company shall then promptly investigate the error. For failing to report any error within the prescribed time, the User shall have released the Company from all liability and claims of loss resulting from the error and the Company shall not be required to correct the error and/or provide a refund.
- 11.8. The User shall be liable for any taxes and charges which may incur as a result of availing the Services and/or the choice of Payment Method.
- 11.9. When the User accesses and/or uses the Features of the Service, the Services are provided immediately and the User shall not be entitled to a cancellation or “cooling off” period, except as required by Applicable Law. Payment for the use of the Services are non-refundable.

12. Termination by a User

- 12.1. A User may at their sole discretion terminate the Terms for the use of the Services by providing 1 calendar months written notice to the Company, in accordance with Clause 21 of these Terms.
- 12.2. The User may terminate the Terms for the use of the Services with immediate effect if the Company is in breach of the Terms.

13. Termination by the Company

- 13.1. The Company may at its sole discretion and without any reasons, by giving a prior notice of 5 Business Days to the User in accordance with Clause 21 of these Terms, immediately terminate these Terms and withdraw provision of Services.
- 13.2. The Company may at its sole discretion, by giving written notice to a User in accordance with Clause 21 of these Terms, immediately terminate the Terms for the use of the Services if the User:
- a. breaches any provision of the Terms and/or other Documents and the breach is not:
 - i. remedied within 2 Business Days of the receipt of a written notice from the Company; or
 - ii. is capable of being remedied;
 - b. in the case of a User, becomes insolvent, liquidated or bankrupt (faillissement) and/or insolvency proceedings have been initiated against the User in any court of law; and/or
 - c. violates any law of The Netherlands.
- 13.3. The Company may at its sole discretion, by giving a prior notice of 5 Business Days to the User in accordance with Clause 21 of these Terms, immediately terminate these Terms and withdraw provision of Services if there is a material change in the Applicable Law which affects the provision of the Services.
- 13.4. The Company may at its sole discretion, without any written notice to a User, immediately terminate an agreement for the use of the Services, if the Company:
- a. the Company receives any direction, order and/or instruction from statutory authorities in this regard; and/or
 - b. is prohibited from providing the Services to the user under Applicable Laws which are applicable to the User due to governmental economic sanctions against any country or state.

14. Consequences of Termination

- 14.1. Upon termination of the Terms the Company shall have the right to cease to provide the Services to the User and End-Users immediately and without notice.
- 14.2. Any advances paid by the User shall not be refunded by the Company to the User and the Company may seek setting off any dues against any advances made by the User.
- 14.3. In case of termination of these Terms, the User may request for the User Content held by the Company on behalf of the User, as part of the terminated Services by communicating the same in accordance with Clause 21 within 5 Business Days after termination and subsequently the Company shall anonymise, aggregate and/or delete the said content in accordance with the industry standards to remove any identifiable personal data. The Company shall provide Support to the User for the transfer of the content to the User.

15. Liability

- 15.1. The Company shall not be liable for any damages, exemplary or punitive damages and/or any resulting damages, costs, expenses, penalties, charges, taxes, causes of action, loss of profits, loss of goodwill, data losses or other intangible losses, interest, fines, direct losses, consequential losses, legal costs suffered by a User and/or End User as a result of the:
 - a. use and/or inability to use the Services and/or Features;
 - b. wrongful use and/or misuse of the Services, or for technical malfunctions or faults in the Services;
 - c. Third Party Features;
 - d. Independent Use;
 - e. use User Content or other content on the Service Portal or Website linked to the Service;
 - f. cost of procurement of substitute or alternative services;
 - g. unauthorized access to or alteration, deletion of the User Content and/or transmissions or related data;
 - h. statements or conduct of any employee of the Company or a third party in connection with the Service; or
 - i. any other matter relating to the Service.
- 15.2. In regard to Clause 15, the maximum aggregate liability of the Company to the User under and in connection with an agreement with a User or relating to the Services shall not exceed the lower of:
 - a. the amount equal to the fees paid by a User for the previous Billing Period; or
 - b. the maximum amount covered by the Company's liability insurer.
- 15.3. The User shall indemnify and hold harmless the Company from any damages, exemplary or punitive damages and/or any resulting damages, costs, expenses, penalties, charges, taxes, causes of action, loss of profits, loss of goodwill, data losses or other intangible losses, interest, fines, direct losses, consequential losses, legal costs suffered by the Company and/or any amount payable by the Company to a third party in settlement of a claim or dispute due to any act and/or omission of the User, User Administrator and/or End-Users resulting from any breach of the Terms.

16. Disclaimer

- 16.1. The Company warrants that it shall make all commercially reasonable efforts to provide the User and/or End-Users with the Services in accordance with industry standards, however the Company does not warrant that the Services shall be free of errors and/or interruptions at all times, nor does the Company warrant that any errors or defects will be corrected. Except as expressly set out herein, to the maximum extent permitted by Applicable Law, the Company does not warrant that the Services are accurate, complete or fit for a particular purpose and disclaims any other warranty or guarantee, whether express, implied or statutory.
- 16.2. Without limiting the foregoing, the User acknowledges and agrees that everything associated with the Service is provided “as is” and “as available” without warranty of any kind, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
- 16.3. Except as otherwise specifically set forth in these terms, the Company does not make any representation about the quality of any Features, Reports, information and/or other material obtained by the User through use of the Service.

17. Third Party Service features

- 17.1. A web browser and stable internet connection are required to access and use the Services. If the Services and Website interoperate with Third Party Service features, the Company does not warrant or support any functionality or availability of Third Party Service features.
- 17.2. A User acknowledges that the Services may display or provide links or other interaction, including interoperation and integration to third party websites or feeds that are connected or relevant to the Services or third-party advertising banners. Any link provided in relation to the Services does not imply any endorsement, approval or recommendation of, or responsibility for those websites or feeds or their content or operators. To the maximum extent permitted by Applicable Law, the Company excludes all responsibility or liability for those websites or feeds.

18. Intellectual Property

- 18.1. All information, data, text, documents, graphics, logos, designs, images, pictures, photographs, videos, weblogs, interactive features or other content, services or materials (or any part of them) accessible on and/or connected to the Service, Features, Website and/or promotional material used by the Company are protected by copyright, trademarks, database rights and other intellectual and industrial property rights and are owned by and/or licensed to the Company or used by the Company in accordance with Applicable Law.
- 18.2. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise, any license or right to use the aforesaid intellectual property specified in Clause 18.1, other than as permitted in these Terms. Unless the User has permission from the creator and/or original content supplier, the User cannot download, cache, reproduce, modify, edit, alter and/or enhance any of the aforesaid intellectual property, except to the limited extent necessary for the use of the Services.
- 18.3. Each Party hereby gives its consent to publication of the other Party’s name and logo for marketing purposes.
- 18.4. All licenses granted to User in the context of these Terms are limited, revocable, non-exclusive, non-assignable, non-sublicensable. No license for intellectual property rights is granted by the Company where this is not necessary for the legitimate use of the Services by the User. Any such licenses provided by the Company shall end when these Terms are terminated.

- 18.5. The Company owns and retains all proprietary rights to the Service and all associated copyrights, database rights, patents, object's library, characters or other proprietary rights under Applicable Law. The User shall not use, modify, remove or otherwise infringe any of such proprietary intellectual property.
- 18.6. The User grants the Company a license to use User Content for the provision of the Services and to improve the Services.
- 18.7. Use of the User Content by the Company to improve the Services shall only be done after the Company has created a copy of User Content which has undergone a process of anonymizing, aggregating and/or diminishing in accordance with the industry standards, and the said content cannot reasonably be considered confidential information and/or personal data.

19. Confidentiality

- 19.1. The User and the Company shall treat all information (including the Reports, User Content and Candidate Content, Access Rights) and any commercial terms pertaining to the Services received back-and-forth confidentially. This obligation excludes information that:
- a. is generally known information which is available on the public domain;
 - b. is lawfully disclosed by third parties;
 - c. is or becomes (through no improper action or inaction by the receiving Party or any of its employees, representatives, or affiliates) generally available to the public;
 - d. was in possession of or known by the receiving Party prior to receiving it from the disclosing Party; or
 - e. was properly disclosed to the receiving Party without any obligation of confidentiality;
 - f. was discovered or created by the receiving Party without reliance on such Confidential Information (as shown by the records of receiving Party); and/or
 - g. must be provided at the request of statutory authorities and/or other government institutions, and/or any information that for advisory purposes must necessarily be communicated to advisors of a User or the Company or potential employers, in the case of those users who are Candidates, or to other persons legally sworn to secrecy by law. However, the Party shall use reasonable efforts to limit such disclosure and to obtain confidential treatment or a protective order with respect thereto.
- 19.2. If a Party receives the Confidential Information, such receiving Party shall:
- a. use such Confidential Information solely for the purpose of carrying out its obligations according to these Terms;
 - b. hold such Confidential Information in confidence and take reasonable precautions to protect such Confidential Information (including all precautions that such Party employs with respect to its own confidential materials);
 - c. not divulge any such Confidential Information or any information derived therefrom to any third party and/or place it in the public domain; and
 - d. only divulge such Confidential Information to their Employees and representatives only on a need-to-know basis, who shall be made subject to similar confidentiality obligations as specified in Clause 19.

- 19.3. An End-User and/or User Administrator only obtains the Access Rights necessary for proper use of the Services in accordance with these Terms and other Documents. The Access Rights shall not be shared and/or distributed to any third party without prior written consent of the Company.

20. Data Protection and Processing of Personal Data

- 20.1. In order to make use of the Services the User shall create a User Account on the Service Portal and provide a name, email address, telephone number and password of the person who shall be designated as the User Administrator.
- 20.2. In providing the Services, the Company processes personal data of a User and End-Users. This processing takes place in accordance with the privacy policy as provided on the Website of the Company and solely on the instructions of the User.
- 20.3. The User shall be required to regularly check the Company privacy policy, which governs the processing of personal data in connection with the Service and inform the Company of any changes required to the same for compliance with Applicable Laws.
- 20.4. To the extent that personal data of the User, User Administrator and End-Users is processed using the Services, the Parties acknowledge that the Company is a Processor and User is a Controller and each Party shall comply with their respective statutory and regulatory data protection obligations under Applicable Law. For the sake of clarity, the Company processes the personal data of the End Users only on the directions and determination of the User.
- 20.5. In as far and to the extent the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and any transposed domestic Applicable Law applies to any processing of personal data of the User, User Administrator and End-Users by the Company on behalf of the User in connection with these Terms and other Documents, this processing of personal data shall be governed by the data processing agreement available on the Website.
- 20.6. Changes regarding privacy and the data processing will be communicated to End-Users through the Company privacy policy and the data processing agreement, respectively.
- 20.7. The Company endeavours to continually improve the Services and Features. In doing so, the Company may collect metrics and information regarding User's use of the Services, including evaluating how User and End-Users use the Services. Such data is used to develop new Features or improve existing Features. The processing of such data is based on the Company's legitimate interest to analyse trends in order to assess and improve the overall user experience in the Services to the extent it is necessary for the Company's legitimate interest under, and in accordance with Applicable Law.

21. Communication

- 21.1. All written communication addressed to the Company shall be preferably sent by e-mail to the e-mail address as specified in Clause 21.2, unless this is not possible due to the nature of the communication.
- 21.2. The contact details of the Company are as follows:
- | | |
|----------------|---|
| Name | Neurolytics B.V. |
| Postal Address | Europalaan 400- 4th floor, 3526KS Utrecht |
| E-mail Address | info@neurolytics.ai |

- 21.3. All written communication addressed to the User shall be sent to the e-mail address as provided by the User Administrator to the Company on the Service Portal.
- 21.4. The Company may communicate with the User and/or End-Users through Features included in the Service, at their discretion.
- 21.5. The Company shall not be responsible for e-mail communications to the User or End-User being rejected and other delivery failures that cannot be attributed to the Company.

22. Force Majeure

- 22.1. The Company shall not be liable for any failure to perform its obligations under the Terms and other Documents where such failure results from any cause beyond the Company's reasonable control, including mechanical, electronic or communications failure or degradation.

23. Governing Law and Disputes

- 23.1. These Terms shall be governed by and construed in accordance with the laws of the Netherlands.
- 23.2. Any disputes which may arise out of or in connection with this agreement, which cannot be settled amicably via mediation in accordance with Clause 23.3 of these Terms, shall be brought before the competent court in Utrecht, the Netherlands, which shall have exclusive jurisdiction in connection with such dispute.
- 23.3. The Parties agree that any dispute related to the Terms must first be submitted for at least one mediation session and each Party shall use all reasonable endeavours to participate in the mediation session in good faith to resolve the dispute. The mediator shall be appointed by the Company and the costs for which shall be shared between the Parties.
- 23.4. If the dispute remains unresolved for more than 60 Business Days after the first mediation session has begun, the Parties may seek any and/or all remedies before the competent court. However, the Parties can mutually extend in writing this duration specified in Clause 23.4 of these Terms during the mediation session.

24. Miscellaneous

- 24.1. After termination of the Terms, Clauses 15, 18, 19, 20, 23 of the Terms shall remain valid and in full effect.
- 24.2. If any provision of the Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.
- 24.3. The invalid or unenforceable provision shall after mutual written consultation with a User - be replaced by the Company by a valid provision, which is as close as possible to the intended effect of the invalid or unenforceable provision.
- 24.4. No agency, partnership, joint venture, or employment is created as a result of these Terms.
- 24.5. The Company reserves the right to, without prior permission, amend these Terms at all times. The Company shall however inform every User about such amendment in writing in accordance with Clause 21 of the Terms. All modifications shall enter into effect immediately. Modifications to the Terms apply to any and all earlier versions of similar terms and conditions.

- 24.6. The Company may make versions of these Terms available in languages other than English and Dutch. However, the English version of these Terms shall govern the relationship of the Parties and the translated version is provided for convenience only and will not be interpreted to modify the English version of these Terms.
- 24.7. These Terms supersedes any and all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter thereof. Unless agreed otherwise between the Parties, in case of other Documents between the Parties relating to the Services, those agreements will be added to these Terms as addenda.