



Terms & Conditions

Neurolytics B.V.

Last amended on: 22 December 2021

By clicking the “I Accept” button or otherwise accepting these terms and conditions (the **Terms**) through an ordering document that incorporates this agreement, you agree to follow and be bound by the terms and conditions of this agreement. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to the terms and conditions of this agreement and, in such event, “Client” as used in this agreement shall refer to such entity. These Terms apply to the use of all Services and (if applicable) products provided by the Neurolytics. Any User shall use the Services in accordance with these Terms.

1. Definitions

The following terms, whether in singular or plural form, have the following meanings in this document:

<u>Agreement:</u>	any agreement between Neurolytics B.V. and a Client.
<u>Candidate:</u>	an individual including prospective employees and/or employees, or other people associated with the Client, who access Neurolytics’ scan on the request of the Client.
<u>Client:</u>	a party that concludes an Agreement with Neurolytics regarding the Services.
<u>Cloud Services:</u>	Neurolytics’ software as a service offering listed and defined in the Client order.
<u>Neurolytics:</u>	Neurolytics B.V., with its registered office in Utrecht and registered with the Dutch chamber of commerce trade register under number 71637761,
<u>Offer:</u>	the offer provided by Neurolytics to the Client, which, inter alia, includes a description of the Service and the commercial terms for the provision of the Service (such as the price and the number of Reports). The Offer forms an integral part of the Agreement.
<u>Personal Data:</u>	personal data within the meaning of Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data, or any subsequent or other applicable data protection law.
<u>Platform:</u>	online software platform owned by Neurolytics to which we grant the Client and their Candidates access through the Website and the Webapp as part of the Services the Client has ordered.
<u>Scan:</u>	part of the Platform which collects the needed data to perform the services of assessment of an individual, usually a Candidate, and accessible only by authorized individuals through the Website
<u>Services:</u>	Neurolytics' software as a service offering listed and defined on the Website and as confirmed in the Offer.
<u>Subscription Period:</u>	refers to the thirty-day period for which the Client ordered the Services as specified in the Order.
<u>Subscription Plan:</u>	a monthly subscription for the Services, whereby the price depends on a number of different subscription plans comprised of a pre-set software package comprising the Service.
<u>User:</u>	an individual who accesses and/or uses the Services, whether as a representative of the Client
<u>Website:</u>	https://neurolytics.ai/ , including all subdomains.

2. Applicability of these Terms

2.1. Applicability

All Agreements, the Offer, and all subsequent orders by the Client shall be subject to these Terms and Conditions. Terms and conditions of the Client do not apply.

2.2. Acceptance

Client expressly accepts the applicability of these Terms and any use of the Services implies that the applicability of these Terms is accepted.

2.3. Modification

we reserve the right to change these Terms unilaterally and will inform the Client that has a current Agreement with us of any future changes. The most current version of these Terms are available at any time on the Website.

2.4. Reliance

All rights granted to Neurolytics under (i) an Agreement, (ii) these Terms, and (iii) any further Agreements with a Client, may also be invoked by intermediaries and other third parties that are (i) involved in the performance of the Agreement, (ii) involved in (the performance of) related Agreements, or (iii) otherwise connected to us.

3. Term and termination

3.1. Agreement

The Client accepts entering into an Agreement in relation to the provision of the Services: (i) either by clicking the "I Accept" button during online registration, or (ii) or by signing and returning the previously sent Offer for the provision of the Services to Neurolytics. Returning such a signed copy of the Offer will be considered an irrevocable offer of the Client to conclude an agreement based on the terms and conditions thereof and will not constitute a binding agreement between Neurolytics and the Client. Neurolytics will only be bound by the Offer if the Offer has been countersigned or confirmed for acceptance by Neurolytics. Upon acceptance Neurolytics will send the Client a copy of the Offer as well as the corresponding invoice.

3.2. Duration and extension

Unless otherwise agreed in writing, the Agreement shall remain effective for the Subscription Period set out in the Offer, which, at the end of the Subscription Period is automatically extended for an additional Subscription Period, unless the Agreement is otherwise terminated in accordance with these Terms.

3.3. Termination

A User may terminate the Agreement for the use of the Services at the end of each Subscription Period, by giving written notice to Neurolytics taking into account a notice period of at least one full calendar month.

3.4. Termination by Neurolytics

Neurolytics may, by giving written notice to a Client, immediately terminate an agreement for the use of the Services if a Client or one or more of its Users:

- (a) breaches any material provision of the Agreement or these Terms and the breach is not i) remedied within 10 days of the receipt of a notice from Neurolytics or ii) capable of being remedied; or
- (b) becomes insolvent, liquidated or bankrupt (*faillissement*), or otherwise loses the free disposal over the majority of its assets.
- (c) is unprofessional in their conduct and/or abusive towards the employees of Neurolytics

3.5. Consequences of termination

After termination of the Agreement Neurolytics may, or may not, continue to provide all or part of the Services, or may provide limited access to the Services. However, Neurolytics is under no obligation to continue providing the Services after termination of the Agreement.

4. Services

4.1. Access

On or before the first day of the Subscription Period, Neurolytics will provide the information to access the Services.

4.2. General

The Services consist of the availability of and access to the Platform a web-based application (i.e., through the Internet) as further described in the Offer.

4.3. Connectivity

An Internet connection is necessary for obtaining access to the Service. Neurolytics is not responsible for the technical operation and maintenance of the Client's internet connection, internal network(s) and all other (information technology) systems that are required for the use of the Cloud Services. Sending data and information via the Internet and/or other telecommunications networks is the sole responsibility and risk of the Client.

4.4. Acknowledgement

The Client acknowledges that the Services are provided as generic, web-based services for all Users of the Services. Neurolytics therefore does not guarantee that the Services meet the specific requirements and objectives of the Client or a User.

4.5. Best effort

Neurolytics shall use its best efforts to provide the Services to a User:

- (a) exercising reasonable care, skill and diligence; and
- (b) in accordance with the laws of the Netherlands, the Agreement and these Terms.

4.6. Non-exclusivity

Neurolytics' provision of the Services to a User is non-exclusive. No agreement between Neurolytics and a User prevents Neurolytics to provide the Services to any other party.

4.7. Third party features

If the Services interoperate with third party service features, Neurolytics does not guarantee any functionality or availability of these third-party service features.

4.8. Additional related services

Neurolytics may, from time to time, make available additional services to supplement the Services.

5. Use of the Services

5.1. General and fair use

A User shall use the Services:

- (a) in accordance with these Terms, the Agreement and any other document applicable between Neurolytics and a User;
- (b) only for its own business purposes;
- (c) only for lawful purposes; and
- (d) in line with the applicable standards and public values ('good morals').

5.2. Non permitted use

A User shall not resell or make available the Services to any third party, or otherwise commercially exploit the Services without approval of Neurolytics. It is not permitted to reverse engineer or modify the Platform and

Website through which the Services are provided or any part thereof without our permission. You may also not remove or have circumvented the facilities that are intended to protect the Platform and Website.

5.3. Block or deny access

The Client is responsible for the use of the Services by its designated Users. Neurolytics reserves the right to (i) block any User's access to the Platform, Website or cease to provide the Services and (ii) take any action (reasonably in accordance with the nature of a particular violation), including the termination of any and all Agreements, if there is a reasonable suspicion that there is a violation of law, the Agreement, and these Terms.

6. Upgrades and downgrades

6.1. Subscription Plan

Neurolytics will make available to the Client and its Users the Services included in the Subscription Plan set out in the Offer.

6.2. Upgrades

The Client can upgrade their Subscription Plan with more Services and functionalities at any time. The new Subscription Plan runs from the date of the upgrade to the end of the Subscription Period of the previous Subscription Plan. The price the Client has to pay for the new Subscription Plan is calculated by dividing the remaining days in the Subscription Period by 365 and multiplying this number by the difference between the price of the new Subscription Plan and that of the previous Subscription Plan.

6.3. Downgrades

The Client can downgrade their Subscription Plan at any time, but is not entitled to a refund during the Subscription period.

7. Availability and maintenance of the Platform website

7.1. Availability

Neurolytics will use reasonable efforts to ensure Platform the Website and the Services are available to Users on a 24/7 basis for the duration of the Agreement with the Client. However, it is possible that on occasion the Services may be unavailable to permit maintenance or other development activity taking place. Neurolytics will use reasonable efforts to inform a User in case of unavailability of the Services.

7.2. Maintenance

Neurolytics may regularly take offline the Platform the Website or part of it, including complete domains or specific functionalities, for maintenance, for which period the Service (or a part thereof) won't be accessible. In principle, maintenance will be scheduled outside office hours (meaning between 17:00 and 09:00), but may occur during office hours if such is reasonably necessary.

7.3. Modification

Neurolytics reserves the right to modify the Platform and the Website by removing or adding features and functionalities, which may impact the Services or part of them.

7.4. Information

Neurolytics does not guarantee that the Platform the Website or the Services accessible therefrom, or any part thereof, are faultless. The Client will inform Neurolytics as soon as possible of any faults or other problems with the Services via email to support@neurolytics.ai. Neurolytics will then try to resolve the problem as quickly as possible.

7.5. Downtime

In so far as the Services are unavailable to a User for less than 99.5%, Neurolytics may, at its sole discretion, provide compensation to the Client by granting a discount on the price for a Subscription Plan applicable to the following Subscription Period.

8. Fee

8.1. Prices

The price(s) for each Subscription Plan are stated in Euros and excluding VAT and other governmental fees and taxes, unless expressly stated otherwise.

8.2. Price raise

Neurolytics may at any time change the standard price(s) for a Subscription Plan. Any such price change will come to effect only in the following Subscription Period.

8.3. Advance payment

Advance payment can be requested by the Client but will not be refunded in case of termination.

8.4. Payment term

If Neurolytics and a Client or User agreed for a Subscription Plan, this User shall pay to Neurolytics the fees as agreed upon within 30 days after the invoice date. Neurolytics shall be entitled to charge statutory interest (*wettelijke rente*) (calculated monthly) on the invoiced amount in the event of late payment.

8.5. No setoff

A Client or User is not allowed to offset any fee payable against any receivables from Neurolytics or to exercise a right of retention.

8.6. Costs to obtain payment

Any (legal) costs incurred by Neurolytics to obtain payment of an invoice shall be borne by the User. Additionally, if the Client is in default of any payment relating to an Agreement, Neurolytics is entitled to suspend (i) the Agreement with the Client, (ii) the Services, and (iii) any other Agreements with the Client or related agreements.

9. Force majeure

9.1. Force majeure

In the event of force majeure Neurolytics has the right to suspend any Agreements as well as the performance of any Services without Neurolytics being liable for any compensation, unless this would be unacceptable by standards of reasonableness and fairness under the circumstances.

9.2. Interpretation

Force majeure is understood to mean any inadequacy which cannot be attributed to Neurolytics because the inadequacy is beyond the control of Neurolytics.

10. Liability of Neurolytics

10.1. Limitation of liability

Neurolytics shall not be liable for any damage suffered by a User as a result of the use of the Services, unless the damage is a direct result of the intent or wilful recklessness of Neurolytics.

10.2. Maximum liability

In so far as it is established that the aforementioned (full) exclusion of liability cannot be maintained, the maximum aggregate liability of Neurolytics under or in connection with an agreement with a User or relating to the Services shall not exceed the higher of i) the amount equal to the fees paid by a User in the last Subscription Period and ii) the maximum amount covered by Neurolytics' liability insurer.

10.3. Indemnity

Neurolytics shall not be liable for damages caused by the wrongful use or misuse of the Services, or for technical malfunction or faults in the Services. The Client indemnifies Neurolytics for all damages resulting from third party claims resulting from the Client's or a User's violation or non-compliance with these Terms, the User Conditions, or an Agreement as well as against any third-party claims relating to or derived from the Agreements concluded by the Client with Neurolytics. The indemnity also covers all damages and (legal) costs Neurolytics has incurred or shall incur in connection with such claims.

11. Intellectual property

11.1. Ownership

All intellectual and industrial property rights connected to the Services are owned by Neurolytics and remain the property of Neurolytics at all times. A User only obtains the user rights and authorizations necessary for proper use of the Services.

11.2. Third party websites

A User acknowledges that the Services may link to third party websites or feeds that are connected or relevant to the Services. 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 law, Neurolytics excludes all responsibility or liability for those websites or feeds.

11.3. Breach by the Client or User

The User agrees that it shall only (allow the) use (of) the Services for purposes that are permitted under its Agreement with Neurolytics and any applicable law or regulation. Use or sharing of (a back-up of) the Services, in so far as this use or sharing would constitute a breach of the intellectual property rights reserved under article 11.1 of these Terms, after termination of the Agreement is prohibited and constitutes a violation of Neurolytics' intellectual property rights.

12. Confidentiality

A User and Neurolytics shall treat all information received back-and-forth confidentially. This obligation excludes: information that (a) is generally known (information that is publicly accessible to third parties), (b) is lawfully disclosed by third parties or (c) must be provided at the request of the authorities or other government institutions, or any information that for advisory purposes must necessarily be communicated to advisors of a User or Neurolytics, or to other persons legally sworn to secrecy by law.

13. Privacy

13.1. User and Candidate account

In order to make use of the Services a User and its Candidates are obliged to create a user account and provide (among other things) Personal Data, such as a name, email address, and password.

13.2. Privacy statement

In providing the Services, Neurolytics processes Personal Data (*persoonsgegevens*) of a User. This processing takes place in accordance with the applicable privacy laws and the privacy statement of Neurolytics, which can be consulted via <https://neurolytics.ai/privacy-policy/>

14. Contact details

14.1. Communication

All written communication addressed to Neurolytics is preferably sent by e-mail to the e-mail address as shown in article 14.2, unless this is not possible due to the nature of the communication.

14.2. Contact details

The contact details of Neurolytics are as follows:

Neurolytics B.V.

Address: Europalaan 400, 4th floor, 3526KS, Utrecht, The Netherlands

Email address: info@neurolytics.ai

15. Miscellaneous

15.1. Agreements

Any oral Agreements, including amendments or current Agreements, between Neurolytics and the Client shall have no effect, unless they have been confirmed in writing.

15.2. Survival of obligations

The provisions relating to liability, intellectual property and dispute resolution shall survive termination of the Agreement between Neurolytics and the Client.

15.3. Invalidity

If any provision included in these Terms and conditions is or is held to be invalid or unenforceable, then so far as it is invalid or unenforceable it has no effect and is deemed not to be included in these terms. This shall not invalidate any of the remaining provisions of these terms. The invalid, or unenforceable provision will - after mutual consultation with a User - be replaced by Neurolytics by a valid provision, the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

15.4. Amendment

Neurolytics reserves the right to, without prior permission, amend these Terms & conditions at all times. Neurolytics will inform every User about such amendment. An amendment is deemed to have been tacitly (*stilzwijgend*) accepted by a User, unless a User has objected against the amendment in writing (please see article 14.2 for the contact details of Neurolytics).

15.5. Assignment

The Client is not permitted to transfer any rights or obligations related to an Agreement between the Client and Neurolytics to a third party without the written consent of Neurolytics.

16. Law and jurisdiction

16.1. Governing law

These Terms and conditions shall be governed by and construed in accordance with the laws of the Netherlands.

16.2. Jurisdiction

All disputes arising out or in connection with this agreement shall exclusively be settled by the competent court in Utrecht, the Netherlands.