

General Terms and Conditions HoloMoves B.V.*

The private limited company HoloMoves B.V. is registered with the Chamber of Commerce under number 74067362 and is located at Europalaan 93, 3526 KP Utrecht.

*These Terms apply to all HoloMoves services and supersede all previous Agreements unless otherwise specified in writing.

Article 1 Definitions

1. In these general terms and conditions, the following terms are used in the following meanings, unless explicitly stated otherwise.
2. Offer: any offer or quotation to the Client for the provision of Services by HoloMoves.
3. Company: the natural or legal person acting in the exercise of a profession or business.
4. Services: the Services offered by HoloMoves, including the provision of software in the form of the Mixed Reality environment as well as consultancy/advising patients and healthcare providers.
5. User: the natural person who actually uses the Software.
6. HoloMoves: the supplier offering Services to the Client.
7. Mixed Reality environment: The Mixed Reality (MR) environment includes, among other things, a manual for the Mixed Reality environment, information modules on the importance of exercise, the anatomy and functioning of the human body, and one or more exercise games. The Mixed Reality world is characterized by interaction with holograms.
8. Client: The Company that has appointed HoloMoves, granted projects to HoloMoves for Services provided by HoloMoves, or to which HoloMoves has made a proposal based on an Agreement.
9. Agreement: any (SaaS) Agreement and other obligations between the Client and HoloMoves, as well as proposals from HoloMoves for Services provided to the Client and accepted and performed by HoloMoves, of which these general terms and conditions form an inseparable whole.
10. Software: All software developed by HoloMoves and/or made available to the Client.
11. SaaS service: making the software available and remotely accessible.

Article 2 Applicability

1. These general terms and conditions apply to every Offer from HoloMoves, every Agreement between HoloMoves and the Client, and every Service offered by HoloMoves.
2. Before an Agreement (remotely) is concluded, the Client is provided with these general terms and conditions. If this is not reasonably possible, HoloMoves will indicate how the Client can view the general terms and conditions.
3. Deviation from these general terms and conditions is not possible. In exceptional situations, deviations from the general terms and conditions can be made if this has been explicitly agreed with HoloMoves in writing.
4. These general terms and conditions also apply to additional, amended, and follow-up orders from the Client.
5. The Client's general terms and conditions are excluded.
6. If one or more provisions of these general terms and conditions are partially or wholly null and void or are annulled, the remaining provisions of these general terms and conditions shall remain in full force and

effect, and the null/void provision(s) shall be replaced by a provision with the same purport as the original provision.

7. Any uncertainties about the content, interpretation, or situations not regulated in these general terms and conditions should be assessed and interpreted in the spirit of these general terms and conditions. The terms of this Agreement are leading and take precedence over these general terms and conditions.
8. The applicability of articles 7:404 BW and 7:407 paragraph 2 BW is explicitly excluded.
9. The rights and obligations under the Agreement between the Parties cannot be transferred by the Client to a third party unless HoloMoves gives explicit and prior consent to the Client. HoloMoves is free to attach further conditions to this.
10. When referring to she/ her in these general terms and conditions, this should also be understood as a reference to he/ him/ his, if and to the extent applicable.
11. If HoloMoves has not always required strict compliance with these general terms and conditions, it still retains its right to demand full or partial compliance with these general terms and conditions.
12. In addition to these general terms and conditions, the terms of use and/or the manual apply to the use of the Software by the Client and Users.

Article 3 The Offer

1. All offers made by HoloMoves are without obligation unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the Offer.
2. HoloMoves is only bound by an Offer if its acceptance by the Client is confirmed in writing within 30 days. Nevertheless, HoloMoves has the right to refuse an Agreement with a potential Client for a reason justified by HoloMoves.
3. The Offer includes a description of the Services offered. The description is detailed enough to allow the Client to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer do not bind HoloMoves. Any images and data in the Offer are only indicative and cannot be the basis for any compensation or dissolution of this Agreement. All offers are also made based on the data provided by the Client. Offers lapse if the Client's data is incorrect or incomplete.
4. Offers or quotations do not automatically apply to follow-up orders.
5. Delivery times and periods in HoloMoves' Offer are indicative and do not give the Client the right to dissolution or compensation if they are exceeded, unless explicitly agreed otherwise.
6. A composite quotation does not obligate HoloMoves to deliver part of the items included in the offer or quotation for a corresponding part of the quoted price.

Article 4 Formation of the Agreement

1. The Agreement is concluded when the Client has accepted an Offer or Agreement from HoloMoves by returning a signed copy (scanned or original) to HoloMoves, or by giving explicit and unequivocal approval of the Offer by email.
2. HoloMoves is not bound by an Offer if the Client could reasonably have expected or should have understood that the Offer contains an obvious mistake or error. The Client cannot derive any rights from this mistake or error.
3. Any Agreement entered with HoloMoves, or any project awarded to HoloMoves by the Client is with the Company, not with an individual associated with HoloMoves.
4. If the Client cancels a confirmed Agreement, the costs already incurred (including time spent) will be charged to the Client.
5. The Client's right of withdrawal is excluded unless otherwise agreed.

6. If the Agreement is entered into by multiple Clients, each Client is jointly and severally liable for the fulfilment of all obligations arising from the Agreement.

Article 5 Duration of the Agreement

1. If and insofar as an Agreement has been concluded between the Client and HoloMoves, the duration of this Agreement is at least one year, unless explicitly agreed otherwise.
2. The Agreement is automatically renewed annually for the originally agreed term unless the Client or HoloMoves has terminated the Agreement in writing with a notice period of one month before the end of the relevant agreed period.
3. Both the Client and HoloMoves can dissolve the Agreement due to an attributable shortcoming in the fulfilment of the Agreement if the other party has been given notice of default in writing and has been given a reasonable period to fulfil its obligations, and it fails to do so. This also includes the Client's payment and cooperation obligations.
4. The dissolution of the Agreement does not affect the Client's payment obligations if HoloMoves has performed work or delivered services at the time of dissolution.
5. In the event of premature termination of the Agreement, the Client is liable for the costs actually incurred by HoloMoves up to that point based on the agreed rate.
6. Both the Client and HoloMoves can terminate the Agreement in writing with immediate effect without further notice of default if one of the Parties is in suspension of payment, bankruptcy has been filed, or the relevant company is terminated due to liquidation or otherwise other than merging or reconstructing the company. If such a situation occurs, HoloMoves is never obliged to refund already received payments and/or compensation.
7. All post-contractual obligations from these terms and conditions and the Agreement that are intended to continue after the dissolution of the Agreement will continue to exist. This includes in any case the provisions regarding confidentiality, intellectual property rights, liability, and the dispute resolution and choice of law provisions.

Article 6 Performance of the Agreement

1. HoloMoves will strive to execute the Agreement with the utmost care as may be expected of a good contractor. All Services are performed based on a best efforts obligation unless a result has been explicitly and in detail agreed in writing.
2. The Agreement based on which HoloMoves performs the Services is leading for the scope and extent of the services. The Agreement will only be performed for the benefit of the Client. Third parties cannot derive any rights from the content of the performed Services in connection with the Agreement.
3. The information and data provided by the Client form the basis on which the Services offered by HoloMoves, and the prices are based. HoloMoves has the right to adjust its services and prices if the provided information appears to be incorrect and/or incomplete.
4. If the information needs to be changed, this may affect any established schedule. HoloMoves is never liable for adjusting the schedule. If the start, progress, or delivery of the Services is delayed due to the Client not providing all requested information timely or in the desired format, not providing sufficient cooperation, not receiving an advance payment timely, or due to other circumstances attributable to the Client, HoloMoves has the right to a reasonable extension of the delivery period. All damage and additional costs resulting from such a delay are at the expense and risk of the Client.

5. HoloMoves is not obliged or required to follow the Client's instructions if this changes the content or scope of the agreed Services. If the instructions result in additional work for HoloMoves, the Client is obliged to compensate the additional costs accordingly.
6. HoloMoves is entitled to engage third parties for the performance of the Services at its discretion. If the nature and duration of the assignment so require, HoloMoves will keep the Client informed of the progress in the interim through the agreed means.
7. If HoloMoves performs work related to the Client's data based on a request or order from a government agency and/or a legal obligation, the associated costs shall be borne solely by the Client.
8. The performance of the Services is based on the known science and practice at the time of the Agreement. In the event of changes, HoloMoves may continue to perform the Service using the modified version of the Software. HoloMoves is never obligated or required to maintain, alter, or add certain functionalities and/or specific features.
9. If the nature and duration of the assignment require it, HoloMoves will keep the Client informed of progress in the agreed manner during the assignment.
10. The source code as well as the technical documentation of the Software are at all times excluded from the right of use or subject to transfer to the Client.
11. Both the Client and HoloMoves may make changes to the scope and/or content of the SaaS service being provided. The additional costs associated with this will be borne solely by the Client. The Client will be informed as soon as possible. If the Client disagrees, the Parties should consult with each other. The Client may only terminate the Agreement in writing effective as of the date the change takes effect, provided the changes are not related to changes in relevant laws or regulations, or if HoloMoves bears the cost of the change.
12. HoloMoves is not required to provide the Client with a physical carrier of the Software.
13. If HoloMoves also makes a backup of the Client's data under the Agreement, HoloMoves will make and retain a backup at fixed times in accordance with the agreed terms. However, the Client is solely responsible for complying with their own legal retention and administration obligations.
14. HoloMoves is entitled, but never obliged, to investigate the accuracy, completeness, or consistency of the source materials, requirements, or specifications provided to it, and upon identifying any deficiencies, may suspend the agreed-upon work until the Client has resolved the deficiencies.
15. If HoloMoves is required to be present at the Client's location at the Client's request, an appointment will be scheduled. An already scheduled appointment can only be cancelled free of charge up to 24 hours before the start, unless otherwise agreed. Cancellation within this period will result in the Client being required to compensate for the time already reserved as well as any costs already incurred.

Article 7 Obligations of the Client

1. The Client is obliged to provide all information requested by HoloMoves, as well as relevant appendices and related information and data, timely and/or before the start of the work and in the desired format for the correct and efficient performance of the Agreement. If the Client fails to provide the required information timely, HoloMoves has the right to suspend the performance of the Agreement until the information is received. The additional costs and the resulting damage incurred by HoloMoves due to the delay are at the expense and risk of the Client.
2. HoloMoves is not obliged to verify the accuracy and completeness of the provided information or to update the information to the current situation if it has changed over time, nor is HoloMoves responsible for the accuracy and completeness of the information compiled by HoloMoves for third parties and/or provided to third parties in the context of the Agreement.

3. HoloMoves may request additional information if necessary for the performance of the Agreement. If this information is not provided, HoloMoves is entitled to suspend its work until the information is received, without being liable for any damages to the Client on any grounds whatsoever. In the event of changed circumstances, the Client must notify HoloMoves immediately, or at the latest within 5 working days after becoming aware of the change.
4. The Client is obligated to protect all technical security measures and other provisions of the HoloMoves Software, and to respect the intellectual property rights associated with the Software.
5. The Client is responsible, if and to the extent necessary, for ensuring suitable equipment/hardware and an appropriate operating environment, unless otherwise agreed upon by the parties.
6. The Client has an independent obligation to investigate the physical condition of the User, or at least to assess whether the User can safely use the Software, considering any conditions the User may have, including but not limited to dizziness, falls, injuries, visual overstimulation, or cognitive and/or physical overload.
7. The Client must independently assess the suitability of each individual User to safely use the Software. The Client must expressly provide consent and agreement to the general (usage) terms and conditions for each individual User.

Article 8: Delivery

1. HoloMoves will deliver the Software or make it available online for delivery to the Client, in the manner specified in the Agreement. Any agreed-upon user documentation will be provided to the Client either in writing or digitally.
2. The Client accepts the Software in the condition it is in at the time of delivery ("as is"), with all visible and invisible defects.
3. HoloMoves will install, configure, and/or adjust the operating environment of the Software unless explicitly agreed otherwise.
4. If the start, progress, or delivery of the Services is delayed due to reasons such as the Client not providing all requested information on time, insufficient cooperation, HoloMoves not receiving the advance payment on time, or other circumstances that are the responsibility and risk of the Client, HoloMoves is entitled to a reasonable extension of the delivery period. In no case are the stated deadlines considered final deadlines, nor can HoloMoves be held liable for exceeding the agreed-upon deadline.
5. All damages and additional costs resulting from delays due to a cause mentioned in paragraph 4 are the responsibility and risk of the Client and will be charged to the Client by HoloMoves.
6. If Client approval is required, HoloMoves is entitled to suspend the execution of the Agreement until the Client has given their approval.
7. HoloMoves will make every effort to deliver the service within the agreed timeframe, as far as can be reasonably expected. In case of urgency, the Client is required to compensate HoloMoves for any additional costs incurred.
8. HoloMoves strives to deliver the Service as much as possible in accordance with the Offer.
9. HoloMoves has the right to sign or have its name mentioned on all Software it has designed and/or developed. Additionally, it has the right to use all its designs and all items on which its intellectual property rights rest for its own purposes

Article 9: Transfer of Risk

The risk of theft, loss, embezzlement, or damage to data, documents, software, databases, and/or items used, created, or delivered in the context of the performance of the Agreement transfers to the Client at the moment these are placed in the possession of the Client, or at the first moment of the Software's use.

If and to the extent that any damage has occurred to the Client, HoloMoves is obligated to provide replacement Software at the cost price of the data carriers. Reinstallation and/or implementation must be carried out at the agreed rate unless otherwise agreed.

Article 10: Warranties

1. HoloMoves performs the Services in accordance with industry standards. If any warranty is provided, it is limited to what has been expressly agreed upon in writing. During the warranty period, HoloMoves guarantees sound and customary quality of the delivered items.
2. The Client can only invoke the warranty provided by HoloMoves if the Client has fully met its payment obligations.
3. If the Client rightfully invokes the warranty, HoloMoves is obliged to repair or replace the item free of charge. If there is any additional damage, the liability provisions of these general terms and conditions apply.
4. HoloMoves does not guarantee that the Software will function without errors and/or interruptions. This disclaimer is subject to the limitations of liability as set out in this Agreement and shall not exclude any warranties that cannot be excluded under applicable law. HoloMoves will make efforts to fix any errors in the Software within a reasonable time. Repairs apply only to Software developed by HoloMoves and defects reported by the Client in a timely manner. HoloMoves is entitled to postpone the repair until a new version of the Software is released. Defects in Software not developed by HoloMoves can be repaired in consultation, at the Client's expense and risk.
5. The Client accepts the Software "as is" unless expressly agreed otherwise.
6. The Client must immediately and in detail report any detected defect in writing to HoloMoves in a manner that enables HoloMoves to identify and resolve the defects. The defect is considered reported when the Client receives a confirmation of the report from HoloMoves.
7. Repair also includes providing temporary solutions. The warranty never covers the repair of corrupted or lost data. HoloMoves is not obligated to restore such data. If agreed, HoloMoves may reasonably assist, but is never responsible for, nor obliged to restore, any corrupted and/or lost data. The Client must always take measures to prevent and limit disruptions, defects, corruption, and/or loss of data, whether based on information provided by HoloMoves or not.
8. HoloMoves is not responsible for errors and/or irregularities in the functionality of the Software and is not liable for the unavailability of the Software for any reason. This also includes the unavailability of the Client's Software due to unforeseen disruptions or force majeure.
9. HoloMoves does not guarantee that the Software it has developed will work in conjunction with all types or new versions of web browsers and any other Software and/or equipment/hardware.
10. During the warranty period, the Client may only invoke this warranty provision, and HoloMoves is not obligated to compensate for any damages caused by the defects detected during the warranty period.
11. If a defect during the warranty period is not covered by free repair, the Client must bear the related costs.
12. HoloMoves does not guarantee that the Software provided under the SaaS service will be updated in a timely manner to comply with changes in relevant laws and regulations but will make efforts to implement such updates as promptly as possible.
13. HoloMoves is not liable for damage resulting from, or in connection with, changes or work performed on HoloMoves' Software without HoloMoves' express permission.

Article 11: Use and Maintenance of Software

1. HoloMoves provides the agreed-upon and developed Software to the Client for use under a usage license for the duration of this Agreement, as part of the SaaS service. The right to use the Software is non-exclusive, non-transferable, non-pledgeable, non-sublicensable, and subject to these terms.
2. The Client's use of the Software may be subject to additional restrictions and may be modified by HoloMoves.
3. HoloMoves is at all times entitled to take measures against unlawful and/or unauthorized use of the Software by the Client. The Client shall refrain from actions that nullify or render ineffective these measures.
4. The Client may only use the Software within and for the benefit of its own business and only for the intended purpose.
5. The Client is never permitted to sell, lease, alienate, grant limited rights to, or make the Software available to a third party unless expressly agreed in writing. The Client is also not permitted to allow a third party access to the Software or to host the Software with a third party on behalf of the Client, regardless of whether the third party uses the Software solely for the Client.
6. The Client is never entitled to modify the Software in whole or in part without prior written consent from HoloMoves. HoloMoves is never obliged to grant such consent and may impose conditions on granting consent.
7. Upon request, the Client shall fully cooperate with an investigation conducted by HoloMoves regarding compliance with the agreed-upon rights, obligations, and usage restrictions.
8. If agreed, HoloMoves will perform maintenance on the Software. The scope of the maintenance obligation extends only to what has been explicitly agreed by the Parties. Even if this is not explicitly agreed, HoloMoves may perform maintenance or interrupt the provision of its services if it deems it necessary for maintenance purposes. Maintenance may also cause interruptions in the provision of Services, which do not entitle the Client to compensation.
9. The Client is required to report any defects, errors, or other malfunctions in the Software to HoloMoves in writing, after which HoloMoves will remedy the errors and/or make improvements in accordance with its usual procedures. If desired, HoloMoves is entitled to first provide temporary solutions, after which a permanent solution can be devised and implemented in consultation with the Client.
10. The Client is obligated to provide its cooperation to HoloMoves upon first request.
11. Despite the agreed maintenance obligations of HoloMoves, the Client has an independent responsibility for the management and use of the Software.
12. For maintenance purposes, HoloMoves is authorized to, among other things, inspect (data) files for computer attacks, computer viruses, and unsafe and/or illegal activities, as well as perform other actions necessary for maintenance. The Client is also responsible for instructing and supervising the use of the Software by third parties engaged by the Client.
13. Maintenance generally includes the following services: (i) corrective, (ii) preventive, and (iii) adaptive maintenance. In the case of corrective, preventive, and/or adaptive maintenance, HoloMoves is entitled to temporarily or partially suspend the SaaS service. The Client is not entitled to any compensation during this interruption. HoloMoves will endeavour to schedule interruptions outside office hours and not longer than necessary for maintenance.
14. Any agreements regarding a service level (Service Level Agreement) are only valid if expressly agreed in writing. The Client is required to promptly inform HoloMoves of all circumstances that affect or may affect the service level and its availability.

15. HoloMoves is entitled to make changes to the technology of the data network or telecommunications network and other changes to the services offered by HoloMoves. These changes may affect the equipment used by the Client, for which HoloMoves cannot be held liable for any compensation.
16. The aforementioned usage restrictions do not apply if the parties have expressly agreed otherwise, and the Client has independently borne the full costs of the design and development.

Article 12: Availability of the Services

1. HoloMoves will perform necessary maintenance on the Software. HoloMoves aims to make every effort to provide the Services and access to the Software as continuously as possible to the Client.
2. HoloMoves will try to inform the Client of this maintenance as much as possible but is not obligated to do so. HoloMoves is never liable to pay compensation in connection with the maintenance and the unavailability of the Service.
3. HoloMoves is entitled, at its sole discretion, to temporarily suspend the Client's use of the Service if there is a perceived danger to the proper functioning of the Software. HoloMoves is also entitled to take any measures it reasonably deems necessary to ensure the proper functioning of the Software.
4. In all other cases of unavailability of the Service, including but not limited to malfunctions or force majeure, HoloMoves will also endeavour to inform the Client as much as possible about the nature and duration of the interruption of the Services.
5. If the agreed service includes the storage and/or transmission of material provided by the Client to third parties in the context of (web) hosting, the following applies. The Client must refrain from causing any damage or engaging in actions that could reasonably be expected to cause damage to others or to the servers of HoloMoves.
6. The Client indemnifies HoloMoves against all damages resulting from the above. HoloMoves is not liable for any damage suffered by the Client due to its actions. The Client is prohibited from reselling and/or leasing the service, unless explicitly agreed otherwise.
7. In the event of extremely high data traffic, HoloMoves is entitled, at its discretion, to temporarily take the Client's Software offline. This includes DDoS attacks, brute force attacks, server overload, or if the Client causes other disruptions to the HoloMoves server.
8. In addition to the obligations under the law, any damage caused by incompetence or failure to act in accordance with the above points is the responsibility and risk of the Client.
9. HoloMoves may set a maximum limit on the amount of data traffic per month that the Client may use as part of the Service. If this maximum is exceeded, HoloMoves is authorized to charge an additional fee, in accordance with the amounts for extra data traffic listed on the Website. There is no liability for the consequences of not being able to send, receive, store, or modify data if an agreed-upon data traffic limit has been reached.

Article 13: Additional work and changes

1. The Client can use the Software in accordance with its intended purpose. The Client will comply with the terms of use and the manual provided to the Client for this purpose.
2. The Client is aware of the fact that the Software contains confidential information and trade secrets of HoloMoves. The Client undertakes to maintain the confidentiality of the Software and will not disclose it to any third party without the prior written consent of HoloMoves.
3. The Client will not copy, modify, decompile, or reverse-engineer the Software or attempt to do so, nor allow any third party to do so.
4. The Client will not use the Software for purposes other than those agreed upon with HoloMoves.

5. The Client is responsible for the appropriate use and correct application of the Software and for monitoring and instructing its Users.
6. HoloMoves will make every effort to correct any Software errors or defects and to provide updates. HoloMoves does not guarantee that the Software is free of errors and will always function without interruptions.
7. The Client must have suitable hardware, software, and internet access to use the Software. The Client is responsible for the purchase and maintenance of these resources.

Article 14 Prices and Payment

1. All prices are stated exclusive of VAT (value-added tax), unless otherwise agreed.
2. HoloMoves provides its services in accordance with the agreed rates.
3. If the Agreement is entered into for a year, the fee may be paid either annually in advance or monthly.
4. The Client is obligated to fully reimburse the costs of third parties engaged by HoloMoves with the Client's approval, unless expressly agreed otherwise.
5. Parties may agree that the Client must pay an advance. If an advance has been agreed upon, the Client must pay the full advance before the commencement of the services.
6. The Client cannot derive any rights or expectations from a previously issued budget, unless explicitly agreed otherwise. Indicative budgets do not constitute binding offers.
7. HoloMoves is entitled to increase applicable prices and rates annually in accordance with the prevailing inflation rates. Other price changes during the term of the Agreement are only possible if and to the extent expressly laid down in the Agreement.
8. The Client must pay these costs in full, without deduction or suspension, within the specified payment term as stated on the invoice, to the account and details made known by HoloMoves.
9. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation, or a payment request against the Client, all payment obligations and other obligations of the Client under the Agreement become immediately due and payable.

Article 15 Collection Policy

1. All payment terms set by HoloMoves are final deadlines. If the Client is a Business and fails to meet its payment obligations within the specified term, the Client is in default by operation of law.
2. From the date of default, HoloMoves is entitled, without further notice, to statutory (commercial) interest from the first day of default until full payment, and compensation for extrajudicial collection costs pursuant to Article 6:96 of the Dutch Civil Code, calculated according to the graduated scale in the Decree on Compensation for Extrajudicial Collection Costs of July 1, 2012.
3. If HoloMoves has incurred additional or higher costs which were reasonably necessary, such costs are also eligible for reimbursement. Judicial and enforcement costs are also borne by the Client.

Article 16 Privacy, Data Processing, and Security

1. HoloMoves handles the (personal) data of the Client and Software Users with care and will only use them in accordance with its privacy statement. HoloMoves will inform the data subject upon request.
2. The Client is responsible for the processing of data using a HoloMoves Service. The Client guarantees that the content of the data is not unlawful and does not infringe on the rights of third parties. The Client indemnifies HoloMoves against any legal claims relating to these data or the execution of the Agreement.
3. If HoloMoves is required to provide data security under the Agreement, this security will meet the agreed specifications and a level that, considering the state of technology, sensitivity of the data, and associated costs, is not unreasonable.

4. Both parties must act in accordance with the General Data Protection Regulation (GDPR) and comply with all resulting obligations as well as other applicable laws. Parties must enter into a data processing agreement for this purpose.
5. The Client has obligations under the GDPR toward third parties, including but not limited to, providing information, granting access, correcting and deleting personal data. The Client is solely responsible for the proper fulfillment of these obligations. HoloMoves qualifies as a "Processor" under the GDPR and will provide technical support where possible.

Article 17 Suspension

1. HoloMoves has the right to retain received or created data, files, software, and more if the Client has not yet (fully) fulfilled its payment obligations, even if it would otherwise be obliged to do so.
2. HoloMoves may suspend its obligations as soon as the Client is in default of any obligations under the Agreement, including late payment. Suspension will be confirmed to the Client in writing without delay. HoloMoves is not liable for any damages resulting from suspension.

Article 18 Force Majeure

1. HoloMoves is not obliged to fulfill any obligation under the Agreement if it is prevented from doing so as a result of a circumstance that is not attributable to its fault and that neither by law, a legal act, or generally accepted practices is for its account.
2. Force majeure includes but is not limited to, the following circumstances: fire, explosion, flooding, pandemic, government measures, strikes, non-fulfillment by suppliers, and disruption in the supply of electricity, internet, and telecommunication services.
3. HoloMoves can suspend the obligations from the Agreement during the period that the force majeure continues. If this period lasts longer than two months, either party is entitled to dissolve the Agreement without any obligation to pay damages to the other party.
4. If at the time of the occurrence of force majeure, HoloMoves has partially fulfilled its obligations under the Agreement or will be able to fulfill them, and the fulfilled or to be fulfilled part has an independent value, HoloMoves is entitled to invoice the fulfilled or to be fulfilled part separately. The Client is obliged to pay this invoice as if it were a separate Agreement.

Article 19 Limitations of Liability

1. In case of an attributable failure by HoloMoves, it is only liable for compensation if the Client issues a written notice of default within 14 days of discovering the failure, and HoloMoves fails to remedy it within a reasonable period.
2. HoloMoves' liability is limited to the fees charged for the SaaS service in the 12-month period preceding the notice of default, and only for direct damages, such as reasonable costs for limitation, identification of the cause, liability, remedy, and emergency measures.
3. HoloMoves is not liable for indirect, consequential, business, or profit loss, missed savings, business interruption, data loss, delivery delays, or interest loss.
4. HoloMoves is not liable for any action or omission based on (inaccurate) website information or linked sites.
5. HoloMoves is not responsible for errors or malfunctions of the website or unavailability of the website/software.
6. HoloMoves is not liable for third-party services or damage caused by unauthorized changes to its software.

7. The Client is liable for software use by its Users and for claims arising from medical treatment agreements.
8. The Client is responsible for securing its own systems and passwords.
9. HoloMoves does not guarantee proper or timely delivery of emails.
10. The Client is responsible for providing accurate and complete information and requirements regarding the SaaS service.
11. HoloMoves is not liable for advice based on incomplete or incorrect information from the Client.
12. HoloMoves' advice is non-binding. The Client bears all responsibility for following it. No refunds apply if the Client deviates from the advice.
13. All claims by the Client expire if not reported in writing and with justification within one year of discovery, or no later than one year after the end of the Agreement. This limitation does not apply to the extent that mandatory law provides otherwise, particularly in cases involving consumers (B2C).

Article 20 Confidentiality

1. HoloMoves and the Client undertake to maintain the confidentiality of all confidential information that they have obtained from each other or from another source under the Agreement. Information is considered confidential if it has been indicated as such or if it follows from the nature of the information.
2. If, based on a legal provision or a court ruling, HoloMoves is obliged to provide confidential information to third parties designated by law or the competent court, and HoloMoves cannot invoke a right of non-disclosure recognized or permitted by law or by the competent court, HoloMoves is not obliged to pay any damages or compensation and the Client is not entitled to dissolve the Agreement based on any resulting damage.

Article 21 Indemnification and Accuracy of Information

1. The Client is responsible for the accuracy and completeness of the information provided, even if it comes from third parties.
2. The Client indemnifies HoloMoves against all consequences of failing to comply with this obligation.
3. The Client indemnifies HoloMoves for any claims from third parties regarding intellectual property rights on provided information.
4. The Client guarantees that digital materials are free of viruses and defects.
5. The Client indemnifies HoloMoves from claims by Users or third parties related to software use on Client's instruction.

Article 22 Intellectual Property Rights

1. All intellectual property rights, including copyrights and database rights, to the Software, the HoloMoves environment, and all related materials are vested exclusively in HoloMoves. The Client only obtains a non-exclusive, non-transferable, and non-sublicensable license for the use of the Software and the HoloMoves environment for the duration of the Agreement, under the terms and conditions of this Agreement.
2. The Client is not allowed to remove or modify any indication concerning copyrights, brands, trade names, or other intellectual property rights from the Software, the HoloMoves environment, or related materials.
3. HoloMoves is allowed to take technical measures to protect the Software and the HoloMoves environment. If HoloMoves has protected the Software and the HoloMoves environment by technical measures, the Client is not allowed to remove or circumvent this protection.

4. The Client is not allowed to modify, adapt, translate, decompile, or reverse-engineer the Software and the HoloMoves environment, or to create derivative works based on the Software or the HoloMoves environment. unless such actions are permitted under applicable law, including but not limited to Article 6 of Directive 2009/24/EC, and only to the extent that statutory conditions are met.

Article 23 Complaints

1. Complaints must be reported within 14 days of the event giving rise to the complaint, verbally or in writing via info@holomoves.nl with the subject "Complaint".
2. Complaints must be sufficiently substantiated for HoloMoves to assess them.
3. HoloMoves will respond within 14 days of receipt.
4. Parties will try to resolve the complaint jointly.

Article 24 Applicable Law and Competent Court

1. Dutch law applies to all legal relationships between HoloMoves and the Client.
2. Disputes arising from or in connection with the Agreement will be submitted exclusively to the competent court in the district where HoloMoves has its registered office unless mandatory legal provisions dictate otherwise.