**General terms and conditions**

**1. General**

These general terms govern and apply to the entire contractual relationship between the Customer and Hurai and are incorporated in the Agreement between the Customer and Hurai by reference in the Order Form and/or by reference on www.hurai.nl and/or by reference in the Services. These general terms will in all respects replace and supersede any previously agreed general terms and conditions between the Customer and Hurai with effect also for any previously agreed Order Forms and for any otherwise previously ordered products or services, and any such previously agreed Order Forms or other products or services will thus in all respects be governed by these General Terms.

**2. Definitions**

* “Agreement” means the agreement between the Customer and Hurai regarding the Services on the terms and conditions set out in an Order Form and including the terms and conditions of these general terms.
* “Hurai” means the legal entity Hurai B.V. (CoC: 91296099).
* “Customer” means the person or legal entity who starts the subscription of Services provided by Hurai and who has assumed payment responsibility for the Services.
* “Customer Data” means all data, information or material, including but not limited to the Customer’s customers, prospect, and content uploaded to, processed using or transmitted via the Services, by the Customer, Customer’s representative, application or automated system using the Customer’s account, and statistics generated through the Customer’s use of the Services.
* “Initial Period” means the initial contract period during which the Customer subscribes to the Services.
* “Order Form” means the order form(s), including any supplements thereto, that the Customer has executed to confirm its subscription of the Services on the terms and conditions set out in the Order Form and in these general terms.
* “Renewal Term(s)” means successive renewal periods during which the Customer prolongs its subscriptions to the Services.
* “Services” means the web-based software service Hurai, versions thereof, and associated services related thereto, including but not limited to Training, Consultancy, Customised Development, Professional Services, Support Services, provided to the Customer by Hurai in accordance with this Agreement and with the content and features as described on www.hurai.nl or any local versions thereof.
* “Accounting Period” is a specific time range over which business transactions have been accumulated for the Customer.
* “Users” means those individuals who are authorised by the Customer, and who are the Customer’s employees, agents, or contractors, to access and use the Services on behalf of the Customer.

**3. Services and right to use**

3.1 Subject to the terms and conditions of this Agreement, the Customer is given a non-transferable, non-exclusive, non-sublicensable, limited term, world-wide right to permit Users to access and use the Services subject to the terms of this Agreement. The Services and their features are described in the Order Form and on www.hurai.nl.

3.2 The Services will be made available to the Customer during the term of the Agreement and only after entering the Agreement. The Customer is aware that Hurai may at any time implement new versions and upgrades of the Services.

3.3 Hurai will use commercially reasonable efforts to make the Services available over the Internet 24 hours a day, 7 days a week but cannot guarantee that the Services will be uninterrupted or error free. Measures that may affect the aforementioned accessibility are inter alia scheduled maintenance, which Hurai will schedule to the extent practicable during the weekend or outside normal business hours (Netherlands (CEST)) unscheduled emergency maintenance and any other cause beyond Hurai’s reasonable control, including but not limited to the Customer’s access to the Internet.

**4. Customer support**

4.1 Hurai will, as part of the Services and at no additional cost to the Customer, provide the Customer with Hurai’s standard customer support service. The customer support service will be provided during normal business hours (Netherlands (CEST)) on days when commercial banks are open to the general public in the Netherlands.

**5. The customer's obligations**

5.1 The Customer may only and represents and warrants that it will only, use the Services in accordance with (a) this Agreement; (b) any of Hurai’s use policies (as applicable and amended by Hurai from time to time).

5.2 The Customer is responsible for Users’ compliance with this Agreement and the Users’ use of the Services. The Customer shall furthermore always comply with Hurai’s security, administrative and ethic codes, policies and regulations as notified by email, as made available within the Services or in any other manner.

5.3 The Customer shall not use, or permit the use of, the Services in any way that could damage, overburden, disable, impair or otherwise hinder or interfere with Hurai’s provision of the Services. It is the responsibility of the Customer to ensure the security of the Customer’s passwords and equipment used to access the Services.

5.4 Any and all Customer Data uploaded to, transferred through, publicly posted, processed or entered into the Services by the Customer and/or Users shall be the sole responsibility of the Customer.

5.5 The Customer may not provide access to the Services to any third party except for a third party that is acting as a consultant providing services to and on behalf of the Customer. The Customer is responsible for its consultants’ acts and omissions if and when such consultant is provided access to the Services.

**6. Upgrades and limitations in the use of services**

6.1 Services with volume restrictions stated in an Order Form (including but not limited to users) will be automatically upgraded and charged according to Hurai’s then current price list when the maximum level for the current account is exceeded. Once the upgrade is done the volume levels cannot be decreased during the relevant Agreement term stated in the Order Form. The Customer may decrease the volume levels prior to a renewal period by giving Hurai written notice of such decrease no later than two (2) months before the end of the relevant term.

6.2 The Customer shall only use the Services for the Initial Period stated in an Order Form, and for any Renewal Term(s) thereafter.

6.3 The Customer shall only use the Services with data originating from the Accounting Period.

**7. Fees and payment terms**

7.1 The Customer shall pay all fees specified in an Order Form or as otherwise agreed. Payment obligations are non-cancellable and fees paid are non-refundable, except as set out in section 17.3. All fees are stated exclusive of VAT.

7.2 All invoicing is done in advance. Payment shall be made to Hurai under the payment terms in the Order Form. Unless otherwise agreed, payment shall be made within thirty (30) days after the invoice date. Late payment is charged from the invoice due date with twenty (20) percent of the invoice value per annum, reminder fees will be added. The Customer shall promptly notify Hurai about change of address. Hurai reserves the right to immediately suspend delivery of the Services and the Customer’s access to the Services if payment is not received after a reminder has been sent. Any suspension by Hurai of the Services under the preceding sentences or otherwise in accordance with the provisions of this Agreement, shall not relieve the Customer of its payment obligations under this Agreement and Hurai shall not be held liable for any loss and/or damage suffered by the Customer as a result of such suspension.

7.3 The Customer shall always carry the cost for any and all booked hourly based meetings and/or sessions with Hurai regarding the Services, including but not limited to Training, which has not been rescheduled or cancelled with seven (7) days prior notice. Notwithstanding that the meeting/session has been duly rescheduled and/or cancelled, the Customer shall always be liable for Hurai’s non-refundable costs relating to accommodation and travel expenses.

7.4 If the Customer purchases prepaid hours that may be utilised in connection with the Services, such prepaid hours shall be valid for use during a period of twelve (12) months from the date of purchase. After such period, unutilised prepaid hours credits shall be invalid and non-refundable.

7.5 All Services, which are supplied by Hurai on a time basis, shall be supplied on an hourly basis only.

**8. Customer data**

8.1 All Customer Data is and shall remain the property of the Customer, and Hurai may only use the Customer Data and statistics in accordance with this Agreement and otherwise in order to fulfil its obligations to the Customer and/or to exercise its rights under the Agreement. Hurai shall have no liability for such Customer Data. Notwithstanding the above, Hurai may anonymously include the Customer’s statistics in Hurai Index and use Customer Data in accordance with section 13.

8.2 It is the sole obligation of the Customer to ensure that it possesses necessary back-up of the Customer Data that it desires to retain when the Agreement is terminated.

8.3 The Customer acknowledges and agrees that, following the effective date of this Agreement’s termination, it will not have access to the Services or to any Customer Data stored in or as part of the Services. Hurai will delete and destroy Customer Data in accordance with Hurai’s standard procedures for deletion of data, which inter alia includes that Hurai will permanently delete and destroy all copies of the Customer Data within a reasonable timeframe, taking into account the back-up and administrative procedures applied by Hurai from time to time.

**9. Intellectual property rights**

9.1 Hurai shall hold title to any and all intellectual property rights and technical solutions in or relating to the Services. Such intellectual property rights and technical solutions may only be used by the Customer in the manner stated in this Agreement. Under no circumstances shall the Customer or a third party acquire any intellectual property rights to the Services or to the software or technical solutions used in the Services, or to any trademark or any other business mark belonging to or used by Hurai. Access to the Services is only granted as explicitly set out herein and the Customer thus only receives the limited right to use the Services for the duration of this Agreement and in accordance with the terms of this Agreement. Any rights not expressly granted herein are reserved by Hurai.

9.2 Hurai shall own all suggestions, requests, recommendations, improvement or enhancement request or other input or feedback provided by the Customer or any other party relating to the Services, and the Customer hereby makes and/or undertakes to make all assignments and take all reasonable acts necessary to accomplish the foregoing assignment to and ownership by Hurai.

9.3 The Customer shall not, directly or indirectly, (i) modify, decompile, disassemble or reverse engineer the Services or attempt to discover the code and/or underlying structure, ideas or algorithms of the Services or any software, data or documentation related to or provided with the Services; (ii) modify, translate or create derivative works based on the Services; (iii) access or use the Services to build (or support or assist a third party in building) any product or service competing with the Services; or, (iv) in any way transfer or encumber rights to the Services. The Customer shall use the Services explicitly for its internal business operations and not for the operations of a third party, e.g. as a service bureau or time sharing service.

**10. Reference**

10.1 Hurai owns the right to disclose the fact that the Customer is a paying customer of Hurai and the Customer agrees that Hurai may use the Customer’s name and logo to identify the Customer as a customer of Hurai on www.Hurai.nl and in other promotional and marketing material.

**11. Delivery refusal**

11.1 In addition to what is otherwise agreed under this Agreement, Hurai reserves the right to immediately suspend the delivery of the Services or to immediately close all the Customer’s accounts and terminate the Agreement if the Customer uses or has declared its intent to use the Services in violation of the Agreement, any laws or regulations.

11.2 Any suspension of the Services by Hurai will not relieve the Customer of its payment obligations under this Agreement.

**12. Confidentiality**

12.1 Each party agrees that it will, during the term of the Agreement and thereafter, not use or divulge, disclose or communicate to anyone, without the express written prior authorisation of the other party, any information designated proprietary, internal or confidential in nature or otherwise not generally known, including Customer Data, relating or pertaining to the other party’s business, organisation or operations that a party may have acquired, directly or indirectly, during the term of the Agreement. Nothing contained herein will in any way restrict or impair either party’s right to use, disclose, or otherwise deal with any proprietary information and/or confidential information which at the time of its receipt is generally available in the public domain, or thereafter becomes available to the public through no act of the receiving party.

12.2 The provisions under this section 12 shall survive any expiration, termination or cancellation of this Agreement.

**13. Statistical information**

13.1 Notwithstanding anything else in the Agreement and otherwise, Hurai shall have the right to monitor the Customer’s use of the Services and use Customer Data in an aggregate and anonymous manner, solely for the purpose of compiling statistical and performance information, or improve predictive capabilities related to the provision and operation of the Services, and may make such information publicly available, provided that such information does not incorporate Customer Data and/or contain confidential information of the Customer. Hurai retains all intellectual property rights in such statistical information.

**14. Limited warranty**

14.1 The Services are provided on an “AS IS” basis and with all faults. To the furthest extent permitted under applicable law, Hurai expressly disclaims and excludes from the Agreement all other conditions, terms and/or warranties of any kind with respect to the Services, whether express or implied, including without limitation any conditions, terms and/or warranties for merchantability of the Services and/or for the fitness of the Services for a particular purpose and/or the correspondence of the Services to any description and/or that the Services will be uninterrupted and/or error free and/or completely secure. The Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of privacy, confidential information and property.

14.2 The Customer acknowledges that despite the careful composition and development of the software by Hurai, there is a possibility that the software may contain errors. Hurai strives to regularly maintain and update the software in order to minimize the occurrence of errors. However, given the complex nature of software development, Hurai cannot guarantee that the software will be entirely free of errors, interruptions, or other programming defects.

14.3 In accordance with Article 15 of these general terms and conditions, Hurai expressly excludes any liability for damages, direct or indirect, that may arise as a result of such errors in the software. This includes, but is not limited to, loss of data, business interruptions, or any other financial loss resulting from the use of the software. The Customer is advised to take adequate precautions, such as regularly backing up data.

14.4 Furthermore, the Customer is aware that the advice generated by Hurai's chatbot is dependent on the Customer's input and question formulation. The quality and relevance of the advice are contingent upon the completeness and accuracy of the information provided by the Customer. Hurai does not warrant that the advice will always be applicable, complete, or correct.

14.5 Therefore, Hurai shall not be responsible for any form of 'incorrect' advice or recommendations provided by the chatbot, regardless of the nature or consequences thereof. It is the Customer's responsibility to assess the suitability and reliability of the advice and to seek professional advice where necessary.

14.6 This article is intended to limit the liability of Hurai in accordance with applicable law. The Customer is advised to read and consider this article carefully before using the software or relying on the advice given by Hurai's chatbot. All provisions within this article apply notwithstanding the rights and obligations as set out in Article 15 and elsewhere in these general terms and conditions.

**15. Limitation of liability**

15.1 Hurai shall not be liable for loss of profits, business, contracts, revenue or anticipated savings or any other indirect or consequential costs, losses or damages.

15.2 In the event of major defects that seriously impede the Customer’s use of the Services and that are attributable to Hurai, Hurai undertakes to use its best endeavours to rectify such defect without unreasonable delay. In the absence of intent or gross negligence by Hurai, Hurai otherwise assumes no responsibility for defects, interruptions or deficiencies in the Services. The Customer shall not be entitled to a reduction in payment (or repayment of fees paid), or to damages or other sanctions in the event of operational disruption or errors that impede data traffic or otherwise the use of the Services, unless caused by Hurai with intent or gross negligence.

15.3 It is expressly agreed that Hurai, its employees, directors, shareholders, agents, and all other entities associated with Hurai, shall under no circumstances be held liable for any direct, indirect, incidental, special, consequential damages, or any damages whatsoever arising from or in connection with the services provided by Hurai. The services offered by Hurai are provided solely on an advisory basis and are not intended to serve as legally binding statements or guarantees. The customer acknowledges and agrees that the ultimate responsibility for adhering to their own rights and obligations, arising from their own lease agreement or any other agreement, lies with the customer at all times. The use of services provided by Hurai is entirely at the customer's own risk. By utilizing Hurai's services, the customer expressly indemnifies Hurai from all liabilities, claims, costs, damages, losses, and expenses (including reasonable attorney fees and costs) that may arise in connection with Hurai's services. This liability clause remains in effect regardless of the type of contract or the nature of the damage, even if Hurai has been advised of the possibility of such damage.

**16. Force majeure**

16.1 Each party shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: industrial disputes and any other circumstance beyond the reasonable control of the affected party such as fire, war, extensive military mobilisation, acts of terror, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstances referred to in this section 16. A circumstance referred to above which has occurred prior to the formation of the Agreement shall give a right to suspension only if its effect on the performance of the Agreement could not be foreseen at the time of the formation of the Agreement. The party claiming to be affected by force majeure shall notify the other party in writing without delay immediately upon the commencement of the event of force majeure.

**17. Term and termination**

17.1 This Agreement enters into force upon acceptance by the Customer in an Order Form, agreement, or in any other form and continues for the Initial Period specified therein (and for any Renewal Term(s) thereafter as further set out below).

17.2 If not otherwise specified in the Order Form, the Agreement shall automatically renew for additional periods equal to the expiring Initial Period, unless either party gives the other written notice of non-renewal at least two (2) months before the end of the relevant term. Fees for the Services during any such renewal term shall be the same as that during the prior term unless Hurai has given the Customer a written notice of an increase of the fees at least three (3) months prior to the end of such prior term, in which case the fee increase shall be effective upon the start of the new Renewal Term.

17.3 Each party shall be entitled to prematurely terminate the Agreement in writing where the other party is in material breach of its obligations under the Agreement and fails to effect rectification within ten (10) days of a written demand therefore or if the other party becomes bankrupt or otherwise insolvent. Upon termination by the Customer for material breach under this section 17.3, Hurai shall refund the Customer any prepaid fees for the remainder of the Agreement period. Upon termination by Hurai for material breach under this section 17.3, the Customer shall pay all fees for the remainder of the Agreement period.

17.4 Termination shall be made in writing and shall be signed by the terminating party. The Customer’s termination shall be sent to Hurai’s main office or by email to info@hurai.nl. A non-payment is not considered to be a termination.

**18. Amendments**

18.1 Hurai reserves the right to amend these general terms and such amended general terms will thereafter govern and apply to the entire Agreement and in all respects replace and supersede any previously agreed general terms and conditions between the Customer and Hurai. The Customer shall be informed of such amendments by email and the Customer shall be deemed to have received such notice within two (2) weeks of the notice being sent by email. Where the Customer does not accept the amendment, the Customer shall be entitled, within thirty (30) calendar days from the date the email was sent, provided that the changes have a material adverse effect on the Customer, to terminate the Agreement with immediate effect. Where the Agreement is not terminated by the Customer within the aforementioned time, the Customer shall be deemed to have accepted the new terms and conditions of the Agreement.

**19. Assignment**

19.1 Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding the above, Hurai shall be entitled, in whole or in part, to assign its rights and obligations under the Agreement without the Customer’s prior consent (i) to a company within the same group of companies as Hurai; or, (ii) in connection with a sale of all, or substantially all, of the assets of Hurai to a third party.

**20. Disputes**

20.1 This Agreement shall be governed by the laws of The Kingdom of the Netherlands without reference to its principles on conflict of laws.

20.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce, the “SCC Institute”. However, the parties may elect to initiate court proceedings concerning non-payment. Where the amount in dispute does not exceed EUR 100,000 the SCC Institute’s Rules for Expedited Arbitrations shall apply. Where the amount in dispute exceeds EUR 100,000 the rules of the SCC Institute shall apply. Where the amount in dispute exceeds EUR 100,000 but not EUR 500,000 the arbitral tribunal shall be composed of a sole arbitrator. Where the amount in dispute exceeds EUR 500,000 the arbitral tribunal shall be composed of three (3) arbitrators. The amount in dispute includes the claimant’s claims in the request for arbitration and any counterclaims in the respondent’s reply to the request for arbitration.

20.3 The place of arbitration shall be Amsterdam, the Netherlands. The arbitration proceedings shall, if not otherwise agreed, be conducted in the Swedish language if the Customer is Swedish and otherwise in the English language.

20.4 Notwithstanding any other provisions of this section 20, any action for collection of any payment obligation may be brought in any court with competent jurisdiction.