

## Terms and conditions for RUMvision

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The service "RUMvision" is offered over the internet in the form of Software-as-a-Service by the company RUMvision B.V. The use of RUMvision is subject to the below terms and conditions. Using RUMvision constitutes acceptance of these terms and conditions. Deviations from these terms and conditions is possible only by means of written confirmation by RUMvision B.V.

### **Article 1. Use of the service**

- 1.1. With RUMvision, you can monitor real-time UX data of your own website visitors.
- 1.2. To use RUMvision, you first need to register. After completing registration, you can directly log into your account and use the service.
- 1.3. You must secure access to your account using the username and password against third parties. In particular you must keep the password strictly confidential. RUMvision B.V may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are liable for these actions, unless and until you have notified RUMvision B.V that someone else knows your password.
- 1.4. RUMvision processes your personal data. You give your consent for all forms of processing within the scope of the service. Consult the privacy statement of RUMvision B.V for more information.
- 1.5. Our privacy regulations ensure that the personal information of your website visitors is kept secure whenever an RUMvisions snippet is included on the page. It is possible to take additional steps in order to conduct tracking in a more comprehensive manner. You control this and are responsible for knowing the privacy regulations in your country. You are the one who can turn on this function and include it in your privacy statement.
- 1.6. By installing our snippet on your website and downloading it, you become a member of RUMvision. The membership remains active as long as the snippet is installed on the domain, even after the subscription has been cancelled. Depending on your subscription, you may be required to pay a fee.

### **Article 2. Terms of use**

- 2.1. It is not permitted to use RUMvision for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous or racist.
- 2.2. Your subscription is restricted to a certain number of pageviews. We will limit your subscription if the agreed-upon pageviews are exceeded. You can either upgrade or we will cease collecting.

- 2.3. Although we have taken measures to prevent you from doing so, it is against the rules to register domains where you have no official connection.
- 2.4. Should RUMvision B.V discover that you violate any of the above, or receive a complaint alleging the same, RUMvision B.V will issue a warning. If the warning does not lead to an acceptable resolution, then RUMvision B.V may intervene to end the violation. In urgent of serious cases RUMvision B.V may intervene without warning.
- 2.5. If in the opinion of RUMvision B.V the continued functioning of the computer systems or network of RUMvision B.V or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, RUMvision B.V may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.
- 2.6. RUMvision B.V is at all times entitled to file a criminal complaint for any offenses committed through or using the service. In addition RUMvision B.V is entitled to supply your name, address, IP-address and other identifying data to a third party alleging that you violate its rights or these terms and conditions, provided the validity of the complaint is clear, no other way of obtaining this information exists and the third party has an evident interest in obtaining this information.
- 2.7. RUMvision B.V may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless RUMvision B.V from all third-party claims arising out of your violation of these terms of use.

### **Article 3. Availability and maintenance**

- 3.1. RUMvision B.V makes no promises regarding availability of the service. We strive for 99% uptime per year.
- 3.2. RUMvision B.V actively maintains RUMvision. In case maintenance is reasonably expected to negatively impact availability, RUMvision B.V carry out such maintenance at times when use of the service is relatively low. Maintenance is announced in advance whenever possible. Emergency maintenance can take place at any time and without prior announcement.
- 3.3. RUMvision B.V may from time to time adapt RUMvision. Your feedback and suggestions are welcome but ultimately RUMvision B.V decides which adaptations to carry out (or not).

### **Article 4. Intellectual property**

- 4.1. The service RUMvision, the accompanying software as well as all information and images on the website is the intellectual property of RUMvision B.V. None of these items may be copied or used without prior written permission of RUMvision B.V, except and to the extent permitted by mandatory law.
- 4.2. Information you store or process using the service is and remains your property (or the property of your suppliers or licensors). RUMvision B.V receives a limited license to use this information for the service, including for future aspects

thereof. You can cancel this license by removing the information in question and/or terminating the agreement.

- 4.3. If you send information to RUMvision B.V, for example a bug report or suggestion for improvement, you grant RUMvision B.V a perpetual and unlimited license to use this information for the service. This does not apply to information you expressly mark as confidential.
- 4.4. RUMvision B.V shall refrain from accessing data you store or transfer using RUMvision, unless this is necessary for a good provision of the service or RUMvision B.V is forced to do so by law or order of competent authority. In these cases RUMvision B.V shall use its best efforts to limit access to the information as much as possible.

## **Article 5. Compensation for the service**

- 5.1. The use of certain functions of RUMvision is subject to fees. The functions in question will inform you of the fees. We offer 2 options: yearly subscription or monthly.
- 5.2. Monthly subscription: The fee is due every month and must be paid in advance by direct debit order.
- 5.3. Yearly subscription: Payment is possible through direct debit order, by making a wire transfer to the account of RUMvision B.V, via iDeal online payment, by creditcard, or as explained further on the website.
- 5.4. When a subscription is upgraded in the middle of its term, an invoice will be sent for the time between the first payment and the renewal. After this, the total amount will be shown on the next invoice.
- 5.5. Because the service is started directly at your express request, a payment cannot be refunded under the Distance Selling Act.
- 5.6. If you haven't made the full payment on time, you will be held in default 30 days after the payment deadline, even if you haven't been told you are held in default. If a bill isn't paid by the due date, RUMvision B.V. will add 2 percent per month and a EUR 15 administrative fee to the bill, without requiring any further notice of default from RUMvision B.V
- 5.7. If you don't pay by the due date, you have to pay all judicial and extra-judicial collection costs, such as the fees for lawyers, bailiffs, and debt-collection agencies, on top of the amount you owe and the interest.
- 5.8. If you are put into involuntary liquidation, ask for a payment moratorium, die, or if your business is wound up or dissolved, the amount you owe is due right away.
- 5.9. RUMvision B.V. reserves the right to deny access to our tooling and cancel your subscription in the circumstances outlined above.

## **Article 6.      Limitation of liability**

- 6.1.           Except in case of intentional misconduct or gross negligence the liability of RUMvision B.V shall be limited to the amount paid by you in the three months prior to the moment the cause of the damage occurred.
- 6.2.           RUMvision B.V in no event is liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption.
- 6.3.           Damages may only be claimed if reported in writing to RUMvision B.V at most two months after discovery.
- 6.4.           In case of force majeure RUMvision B.V is never required to compensate damages suffered by you. Force majeure includes among others disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

## **Article 7.      Term and termination**

- 7.1.           This agreement enters into force as soon as you first use the service and then remains in force for a month or year, depending on your subscription choice.
- 7.2.           After this period the agreement is silently renewed with successive terms of the same period. If you entered into this agreement as a consumer, you may after the first silent renewal terminate the agreement at any time with a notice period of one month, calculated from the moment of the notice. Non-consumers can terminate the agreement by the end of the term indicated in the previous clause with a notice period of one month.
- 7.3.           RUMvision B.V is entitled to terminate the agreement if you have not used the service at all in the last 18 months. In such an event RUMvision B.V shall first send a reminder mail to the e-mail address connected to your account.
- 7.4.           You can export the you store or process using the service at any time through the service interface.

## **Article 8.      Changes to terms**

- 8.1.           RUMvision B.V may change or add to these terms and conditions as well as any prices at any time.
- 8.2.           RUMvision B.V shall announce through the service changes or additions at least thirty days before their taking effect.
- 8.3.           If you do not want to accept a change or addition, you can terminate the agreement until the date the changes take effect. Use of RUMvision after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

## **Article 9.      Miscellaneous provisions**

- 9.1.           Dutch law applies to this agreement.

- 9.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with RUMvision shall be brought before the competent Dutch court for the principal place of business of RUMvision B.V.
- 9.3. For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the RUMvision service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.
- 9.4. The version of any communication of information as recorded by RUMvision B.V shall be deemed to be authentic, unless you supply proof to the contrary.
- 9.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.
- 9.6. RUMvision B.V is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of RUMvision or the associated business activities.

**Article 10. Consultancy, training and advice**

- 10.1. Where the Agreement (also) extends to arranging a course or training session (hereinafter: course) by RUMvision, the provisions of this Article shall be applicable to those arrangements.
- 10.2. RUMvision may hold various courses. - General course shall mean: a course arranged at the initiative of the RUMvision intended for several parties. - Internal course shall mean a course arranged at Your request, at its site and aimed at its employees.
- 10.3. Unless agreed otherwise, a separate fee shall be payable for course material in addition to the fee payable for the course. In the case of an internal course, You shall be responsible for providing the facilities required by the RUMvision (including in any case sufficient space for the course to be held, computers, projectors, an internet connection, refreshments) for the course, and for handling registrations and de-registrations.
- 10.4. In the case of a general course, the RUMvision shall arrange the facilities required for the general course concerned. In the case of an internal course, You shall be entitled, up to fourteen (14) calendar days before the (first) date of the course, to cancel the course or to postpone it. Any cancellation or postponement costs for facilities already booked (including travel expenses or hotel overnight stay expenses for lecturers) shall be payable by you.
- 10.5. In the case of a general course, participation shall take place on a first come, first served basis. The RUMvision shall confirm registration, or refuse it, giving reasons, by email. Where your application to register for a course does not reach RUMvision until after the maximum number of participants on the course has been reached, RUMvision shall keep the application to register and accept it later

if another participant drops out. RUMvision shall provide timely notification of this.

- 10.6. You shall determine itself whether the course is suitable for the participants or whether to participate in the course. The absence of the required prior knowledge on the part of You or its employees is no reason to cancel and shall not mean that obligations arising from the Agreement and/or the General Terms and Conditions cease to apply.
- 10.7. RUMvision shall be permitted to change the content, location and dates or times of the general course. You shall be notified of any changes by no later than two (2) weeks before the start of the general course.
- 10.8. You shall be entitled to cancel participation up to five (5) working days before the (first) date of the general course. In such a case, the price for participation shall be waived. In the event of cancellation within five (5) working days, the agreed price shall remain payable. You shall be entitled to register a replacement up to and including the (first) day of the general course; this shall not be regarded as a cancellation.
- 10.9. Payment shall take place by advance payment, made before the course starts.

**Article 11. Specific provisions concerning advice**

- 11.1. Where the Agreement (also) extends to the RUMvision performing consultancy services, the provisions of this article shall apply.
- 11.2. Unless agreed otherwise in Writing, RUMvision gives no guarantee as regards delivery times and/or turnaround times. Activities are or will be performed on working days, not being Saturdays, Sundays or a generally recognised Dutch public holiday, between 09:00 and 17:00
- 11.3. Where it has been agreed that the activities will be performed in phases, RUMvision shall be entitled to postpone implementation of the next phase until you have approved the Materials and the associated results.
- 11.4. The use of results, Materials or other findings generated by the Services and activities shall be at the risk and responsibility of You at all times.
- 11.5. Where and insofar as the proper implementation of the Agreement so requires, RUMvision shall be entitled to arrange for specific activities to be performed by third parties. Any (additional) costs associated therewith shall be payable by You. Naturally, the latter action shall require your approval.
- 11.6. Where necessary, RUMvision shall inform You of the status of the activities and the progress made. More detailed arrangements concerning the number of opportunities for contact and the manner in which they will take place may be

laid down in the Agreement. These may include interim reports. The Parties shall appoint contact persons to facilitate this process and ensure it runs smoothly

11.7. Notwithstanding the provisions of article 5, RUMvision shall be entitled, including before activities start, to invoice a sum and postpone implementation of the Agreement until the first payment has been received by the RUMvision.