



## Article 1. Definitions

1. Klippa: Klippa is a trademark of Klippa App B.V. registered with the Chamber of Commerce under number 64111512 and the supplier of the service.
2. User: the natural person or legal entity with whom Klippa reached an agreement about the Agreement.
3. Service: Klippa is an online application that stores receipts via the Internet.
4. Administration: All data entered by the user or produced with the help of Klippa.
5. Agreement: The agreement for use of the Service by User. The agreement may also include the purchase of a product.
6. Party: each party to the Agreement.
7. Website: "Klippa.com".
8. App: Abbreviation for application. Klippa has applications for Android, iOS and a Web app which can be used in the Internet browser.

## Article 2. Applicability, creation and execution

1. To all offers, agreements and deliveries of Klippa these Terms and Conditions apply, unless agreed otherwise in writing.
2. User enters the Agreement with Klippa by using an App.
3. Klippa has the right, without giving any reason to refuse a User.
4. Klippa is entitled to engage third parties in the execution of its contracts.

## Article 3. Prices

1. All prices are in euros and include VAT and other levies imposed by the government.
2. All prices on the website, brochures and newsletters are subject to typing and calculation errors. For the consequences of typing and arithmetical errors no liability is accepted.
3. Klippa reserves the right to change rates at any time. A User who does not agree with these changes, can contact Klippa.

## Article 4. Access and Update

1. Klippa will provide User during the term of the Agreement the Service. To this end user can enter an email address and password. Then the User can use Service.
2. User is expected to keep its password secret. Klippa is not responsible for the abuse of passwords and may assume that a user who logs on to the service, actually is the User. User must inform Klippa if a user suspects that the password have been obtained by unauthorized persons. Klippa has the right to take appropriate measures in such cases.



## Article 5. Terms of Use of the Service

1. User chooses what information is stored and / or exchanged by using the Service. Klippa has no knowledge of this information. User is therefore responsible for ensuring that this information is lawful and does not infringe the rights of third parties. Klippa accepts no liability for the stored and / or exchanged information by using the Service. User indemnifies Klippa third parties that are based on the proposition that the stored user by using the Service and / or exchanged information has been misused.

2. If Klippa has knowledge of or come to realize that information is stored user by using the Service and / or exchanged is unlawful, Klippa will act immediately to remove the information or block access to it (notice and takedown policy). Klippa reserves in such a case also the right to remove information from the user or block. This, is judged by Klippa. In no event Klippa be liable for the damages resulting from such action.

3. In the case of suspected fraud or abuse of the Service, Klippa is entitled to hand over the personal data of the User and the Administration to the competent authorities.

4. User informs Klippa immediately of any changes in name, email addresses and other information that are important for the performance of the Service Klippa. The before mentioned changes can be made via the Service.

5. User must refrain from any unauthorized use of the Service and will act and behave in accordance with standards that Klippa expected from a careful user of the Service.

6. User cannot act as the provider of the Service.

7. If in the opinion of Klippa there is a danger to the functioning of the computer or the network of Klippa or third parties and / or services through a network Klippa entitled to take all measures it considers reasonably necessary to avert or prevent this danger.

8. Without prejudice to rescind its other rights under the law or the agreement retains Klippa the right to its obligations towards the User to suspend or the General Conditions of Klippa Agreement if it is, or is reasonably suspected of acting contrary to the articles in these Terms and Conditions without Klippa to any compensation or refund of the fee for the service is held.

## Article 6. Maintenance

1. Klippa reserves the right to temporarily suspend the Service for maintenance, modification or improvement of the Service and Web servers Klippa. Klippa will endeavor such decommissioning to as much as possible outside office hours and user take place sufficiently in advance to notify the planned shutdowns. Klippa will never be responsible to any damage to his user account.

2. Klippa has the right to modify the software of the Service from time to time to improve the functionality and to repair faults. If an adjustment leads to a significant change in functionality, will Klippa User before the change occurs informed through Release Notes, indicated on the Website. Because the Services are provided to multiple users, it is not possible to abandon only user of a particular change. Klippa is not obliged to pay any compensation for damage caused by modifications of the Service.



3. Klippa has the right to no longer provide updates or to maintain certain components of the Service.

4. The links that makes Klippa with other service providers, should be seen as an extra service.Klippa can not be required by the User link to maintain or maintain.In addition, the correct operation can not be guaranteed.

## Article 7. Availability of the Service and Support

1. Klippa will endeavor to achieve continuous availability (7 days a week, 24 hours per day) of the Service.

2. Klippa will endeavor in the event of the unavailability of the Service due to breakdowns, maintenance or other causes, to inform users about the nature and expected duration of the interruption.

3. Klippa will support User online while using the Service.The support is provided via e-mail (see also the support page on the Website).Klippa will endeavor to answer the questions adequately and within a reasonable time.Klippa however, can not guarantee the accuracy and / or completeness of the answers.Support is limited to functional topics related to the Service and is not an administrative or tax advice.

## Article 8.Intellectual property rights

1. All intellectual property rights in the software made available from the Service, are vested exclusively in Klippa or its licensors.User acquires during the term of the Agreement only a right to use the Service which is not exclusive and non-transferable, and powers that are explicitly granted hereunder or otherwise (for example the number of users to the relevant subscription allowed) and for the User may the Service or other material not reproduce or make copies.

2. It is Klippa allowed to take technical measures to protect the software from the Service.If Klippa through technical protection has secured its software Klippa, the User may not remove or avoid this protection.

## Article 9.Liability

1. Klippa's liability for direct damage incurred by the User due to a shortcoming in the performance by Klippa of its obligations under the Agreement, explicitly including any failure to comply with

a with the User agreed guarantee obligation, or by an unlawful act of Klippa, its employees or third parties engaged by him, per event or series of related events is limited to an amount equal to the fees that Customer under this Agreement per annum payable is (excluding VAT).In no event, however, shall the total compensation for direct damage 1,000 euros (excluding VAT).

2. Liability of Klippa f or indirect damages, including consequential damages, lost profits, lost savings, mutilation or loss of (business) details and loss due to business interruption, the incorrect conversion of scanned documents is excluded.



3. Next to the in Article 16 paragraph 1 referred cases, Klippa has no liability for damage compensation regardless of what an action for damages would be based. In Article 15 paragraph 1 and 15 paragraph 3 above exclusions and limitations will lapse if and insofar as the damage is the result of intentional or deliberate recklessness of the board of Klippa.

4. The liability of Klippa grounds of breach in the performance of the Agreement only arises if the User Klippa immediately and thoroughly in writing to be in default, stating a reasonable period to remedy the deficiency, and Klippa after that period attributable to fulfill its obligations deficit continues to lack. The notice must give as detailed a description as possible of the shortcoming, so Klippa is able to react adequately.

5. Klippa is never liable for damage caused by force majeure (see Article 10).

6. The condition for the existence of any right to compensation is always that the User damages within 30 days after it occurs Written reports at Klippa.

7. User indemnifies Klippa for all claims of third parties in respect of compensation of damage, costs or interest in connection with this Agreement and / or the Service.

## Article 10. Cases of force majeure

In case of force majeure, which in any case includes disruptions in telecommunication infrastructure (internet), civil commotion, mobilization, war, traffic jams, strikes, lockouts, business interruptions, supply delays, fire, flood, import and export restrictions and in the event that Klippa by its own suppliers, for whatever reason, unable to supply him the opportunity which fulfillment of the Agreement can not reasonably be expected to Klippa, the implementation of the Agreement will be suspended or be the Agreement terminated, all without any obligation to pay compensation.

## Article 11. Duration and Termination

1. The Agreement is concluded for an indefinite period.

2. The Agreement may be terminated in writing by either Party.

3. When user makes no use from the app for a continuous period of six months, Klippa has the right to terminate the Agreement.

4. In the event of dissolution or termination, as referred to in the preceding articles, the following obligations will continue beyond the end of the Agreement:

- Outstanding claims / payment;
- Liability.

## Article 12. Processing of personal data

1. If user enters personal data in the online Administration, are both User and Klippa under the Data Protection Act (PDPA), which according to the terminology of that law User 'responsible' forms and Klippa the "processor".

2. Under the Data Protection Act (art. 14) controller and processor shall enter into an agreement regarding the processes carried out by User or Klippa of personal data. In the absence of further



expressly agreed "processing agreement", the provisions of this article shall be construed as an agreement within the meaning of the Act.

3. Klippa will ensure a level of security appropriate to the risks represented by the processing and the nature of data protection entail. However, only if and insofar as they are in the Services or infrastructure Klippa.

4. Klippa also guarantees that every person acting under the authority of Klippa, insofar as it has access to personal data where the user is responsible for, it only processed on behalf of User.

5. User guarantees that he will enter only entirely legitimately data in the Services of Klippa.

6. If the User as part of a legal requirement, for example under the Data Protection Act, data stored in services Klippa need to change, delete or relinquish, Klippa therein will be helpful as much as possible. The cost for the work before that can be billed separately.

## Article 15. Changes Terms and Conditions

1. Klippa reserves the right to change of supplement these Terms & Conditions.

2. Changes also apply to Agreements already subject to a period of 30 days after notification of the amendment by electronic notification. Minor changes may be made at any time.

3. If the User will not accept changes to these Terms, he can terminate the agreement by the date on which the new conditions will terminate or after the effective date of the change.

## Article 16. Final Provisions

1. The Agreement is governed by Dutch law.

2. Changes in management or legal form will not affect the Agreement.

3. For as otherwise required by mandatory law, any disputes that may arise will be presented following the agreement to the competent Dutch court in Groningen.

4. The received or saved version of any communication by Klippa measurement and monitoring by Klippa, regarded as authentic, subject to proof to the contrary by the User

5. Partial Invalidity: If any provision of this Agreement and / or the Terms and Conditions is found to be invalid, this will not affect the validity of the Agreement / Terms and Conditions. The parties will establish (a) new provision (s) to establish, which as far as legally possible to the intention of the original Agreement / Terms and Conditions is given.

# Terms and Conditions Klippa –Valid from November 2015



## Contact

If, after reading our Terms of questions, complaints or comments about these Terms, please do not hesitate in writing or by e-mail (info [at] klippa.com) contact.

**Klippa App BV**  
**Groningen, November 2015**