



Terms and Conditions LegalAIR

Table of contents:

1. Definitions
2. Applicability
3. Use
4. Costs and payment
5. Liability
6. Force majeure
7. Abuse, termination and dissolution
8. Privacy
9. Intellectual property
10. Changes
11. Applicable law and jurisdiction

1. Definitions

In these Terms and Conditions, the following definitions shall apply:

LegalAIR: LegalAIR B.V., having its office at Lekkerbeetjesstraat 6 (5211 AL) , in 's-Hertogenbosch (Chamber of Commerce no. 85317233).

Conditions: the present Terms and conditions of LegalAIR.

User: any person visiting the website or using the content and/or services - paid or unpaid - offered by LegalAIR on the Platform.

Platform: the online knowledge platform legalair.nl, operated by LegalAIR.

Party/Parties: LegalAIR and/or the User.

2. Applicability

2.1. These Terms apply to any use of the Platform by the User, to all services offered by LegalAIR and to all offers made by

LegalAIR, as well as to any agreement to which LegalAIR is a party.

2.2. By visiting and/or using the Platform, the User agrees to the applicability of these Terms and Conditions.

2.3. If the User applies its own terms and conditions, LegalAIR expressly rejects them.

2.4. If any provision or any part of a provision of these Terms and Conditions is wholly or partly void or annulled, the remaining provisions or the remaining part of the relevant provision shall remain fully applicable.

2.5. Oral communications, agreements and/or consents are not binding unless confirmed in writing by the Parties.

3. Use

3.1. Users can visit the Platform without creating an account. Without an account, the User has only limited access to the information on the Platform.

3.2. The creation of an account on the Platform constitutes an explicit acceptance of these Terms and Conditions.

3.3. User may only create one account.

3.4. The User's account contains a personal dashboard. User is responsible for the information he/she stores therein and must ensure that this information is current and accurate.

3.5. By creating an account, User agrees to - a gives LegalAIR unconditional permission to - store communications with LegalAIR, view those communications as well as the information stored in the User's personal dashboard.

3.6. User is at all times fully responsible for the use of his or her username, password and account.

3.7. User is not entitled to allow third parties outside his or her own organisation to use his or her account.

4. Costs and payment

4.1. LegalAIR will not charge the User a fee for limited use of the Platform.

5. Liability

5.1. LegalAIR can never be held liable for damage, of any nature whatsoever, including (in)direct (consequential) damage, resulting from or related to the content and/or information published on the Platform, the advice provided by the question or helpdesk, as well as the advice and/or statements made by any of LegalAIR's knowledge partners.

5.2. LegalAIR can also not be held liable for (the consequences of) the temporary inability of the User to use the Platform, including but not exclusively as a result of breakdowns or security breaches.

5.3. LegalAIR exclusively provides services for the benefit of the User. Third parties cannot derive any rights from the content of the underlying agreement, nor from the activities carried out by LegalAIR. LegalAIR therefore accepts no liability towards third parties for the activities it has carried out on behalf of the User.

5.4. If LegalAIR can nevertheless be held liable for (in)direct (consequential) damage or if LegalAIR is obliged to make a payment on the basis of a non-dissolution obligation, despite what is stipulated in these Terms and Conditions, it shall only be obliged to reimburse the amount paid out by LegalAIR's (professional liability) insurance in respect of that damage. Should the (professional liability) insurance not pay out any amount for whatever reason, the amount for which LegalAIR can be held liable shall in no case exceed the amount paid by the User for LegalAIR's services and work in the year preceding the arising of the claim.

5.5. The above mentioned limitations of liability cannot be invoked when damage has occurred as a result of intent or gross negligence. However, any liability of Bogaerts & Groenen Advocaten Holding B.V. (h.o.d.n. BG.Legal), its shareholders being practice companies and its shareholders being partners, of employees and of persons with whom LegalAIR has entered into a partnership, will at all times be fully excluded.

5.6. Claims in connection with alleged liability of LegalAIR shall be submitted by the User as soon as possible in writing, stating reasons. Without prejudice to the provisions of article 6:89 of the Dutch Civil

Code, the right to any compensation for damages shall in any case lapse 12 months after the event from which the damage directly or indirectly results and for which LegalAIR can be held liable. This also applies to cases in which the User claims compensation on the basis of a right taken over or acquired from another.

5.7. Unless fulfilment by LegalAIR is permanently impossible, LegalAIR's liability due to an attributable failure in fulfilment shall only arise if the User immediately gives LegalAIR written notice of default, whereby a reasonable term for fulfilment is offered and LegalAIR continues to fail imputably even after this term. The notice of default must contain a complete and detailed description of the shortcoming, so that LegalAIR is given the opportunity to respond adequately.

6. Force majeure

6.1. In case of force majeure, LegalAIR shall be entitled to suspend and/or not fulfil its obligations. LegalAIR is free in this choice and may do so without judicial intervention and without LegalAIR being obliged to pay any compensation in this respect.

6.2. In addition to what is understood in this respect in the law and jurisprudence, force majeure is understood to mean any circumstance independent of the will of LegalAIR, whether or not foreseeable at the time an agreement between the parties is entered into, which permanently or temporarily prevents the fulfilment thereof (i.e. the granting of access to the Platform) and/or makes it difficult. Force majeure shall include (non-exhaustive): fire, floods, epidemics, bad/extreme weather conditions, breakdowns at (suppliers of) LegalAIR, strikes, terrorist

attacks, wars, the scarcity of materials, equipment and tools, the failure of (suppliers of) LegalAIR to make necessary deliveries and the unexpected withdrawal of its licences.

7. Abuse, termination and dissolution

7.1. If the User violates these Terms and Conditions, is guilty of misconduct, misuses the Platform and/or in any other way harms or causes harm to the interests of LegalAIR, or at least a suspicion to that effect exists, LegalAIR may suspend the use of the account or deny access to the account completely.

7.2. Parties may at any time delete the account, including the data stored therein.

7.3. LegalAIR may modify or terminate the Platform, the website and its services at any time. LegalAIR shall endeavour to give reasonable notice of such modification or termination to Users.

8. Privacy

8.1. LegalAIR only processes personal data if this is necessary for the provision of its services. LegalAIR will thereby comply with the applicable privacy laws and regulations. LegalAIR's privacy statement explains how LegalAIR handles the Personal Data of Users. The privacy statement can be consulted on the website: legalair.nl/privacy-statement/.

8.2. User guarantees that the Personal Data to be processed by LegalAIR when using the Platform have been lawfully obtained, can be used and processed by LegalAIR and in no way infringes any right of a third party or (other) data subject.

8.3. User indemnifies LegalAIR against any claim by third parties or (other) data subjects, for whatever reason, related to

the processing of personal data. In doing so, user shall also reimburse LegalAIR for any (legal) costs incurred and related to this.

9. Intellectual property

9.1. All information contained in LegalAIR's website and Platform, including the images, photos, logos, texts and related intellectual property rights placed thereon, belong exclusively to LegalAIR. The User is not allowed, without LegalAIR's prior written consent, to reproduce, disclose and/or otherwise exploit in whole or in part the aforementioned documents, materials and/or information. Nor is the User allowed to infringe on the confidential nature of the information published on the Platform or in any other way violate copyright, trademark and/or trade name rights, as well as any other right of intellectual property belonging to LegalAIR. This includes removing (or having removed), modifying (or having modified) and editing the Platform.

9.2. LegalAIR only grants the User a right to use the Platform. The parties explicitly do not intend to transfer any intellectual property rights with this user licence. User only acquires the rights of use that Parties have agreed upon or that are explicitly granted to User in these Terms and Conditions. A right of use granted to the User is non-exclusive, non-transferable, non-sublicensable and limited in time, unless the Parties explicitly and in writing choose to deviate from this.

9.3. If User infringes LegalAIR's intellectual property rights, LegalAIR shall be entitled to an immediately payable compensation of €25,000, without prejudice to LegalAIR's

right to claim compensation for the damage actually suffered.

10. Changes

10.1. LegalAIR is entitled to change these Terms and Conditions at any time. The most recent version of the Terms and Conditions is published on the Platform and on LegalAIR's website: legalair.nl/terms-and-conditions/.

11. Applicable law and jurisdiction

11.1. All legal relations between LegalAIR and the User shall be governed by Dutch law. Applicability of the Vienna Sales Convention (United Nations *Convention on Contracts for the International Sale of Goods, Vienna 11 April 1980, Trb. 1981, 184 and 1986, 61*) is explicitly excluded.

11.2. The District Court of Oost-Brabant, location 's-Hertogenbosch has exclusive jurisdiction to take cognisance of disputes arising from or in connection with these Conditions and/or any agreement entered into between Parties. However, LegalAIR shall always be entitled to submit the dispute to another court that is legally competent to take cognisance of the dispute.

These Terms and Conditions (2023.01) are effective from [27-7-2023].