

*Drafted on 11 January 2019*

General Terms and Conditions of Scoutstock.com, established at Industrieweg 36b, in Voorschoten, the Netherlands, registered with the Chamber of Commerce under number 71040757.

## Definitions

In these General Terms and Conditions, the following terms are used as defined below, unless explicitly stated otherwise.

General Terms and Conditions: The General Terms and Conditions as stated below.

Scoutstock.com: Scoutstock.com, registered with the Chamber of Commerce under number 71040757.

Service: All work, of whatever form, that Scoutstock.com has carried out for, or for the benefit of, the Client.

Users: Visitors of the online platform looking to buy a product or to purchase services of the Client.

Fee: The financial reimbursement that is agreed with the Client for the subscription.

Assignment: The contract of instruction to provide services.

Client: The one who has accepted the validity of these General Terms and Conditions and given instructions for the provision of the Service.

Contract: The subscription entered into between the Client and the Scoutstock.com or any contract entered into between Scoutstock.com and the Client.

## Article 1 Scope

These General Terms and Conditions apply to every quotation and Contract entered into between Scoutstock.com and the Client, unless the parties are departed from the General Terms and Conditions explicitly and in writing.

These General Terms and Conditions are also applicable to contracts with Scoutstock.com for the implementation of which third parties must be involved.

The applicability of any of the Client's purchasing conditions or other general terms and conditions is expressly excluded.

If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions remain in effect. In this event, Scoutstock.com and the Client will consult with each other to agree new provisions to replace the void or voided ones.

Departures from the Contract and the General Terms and Conditions are only valid if they are explicitly

agreed with Scoutstock.com in writing.

If Scoutstock.com not always requires the strict compliance of these General terms and Conditions, this will not mean that the provisions of the General terms and Conditions will not apply, or that Scoutstock.com to any degree would lose the right in other cases to demand the strict compliance of these General terms and Conditions.

## **Article 2 Online platform**

Scoutstock.com acts as an online platform for different products and services. On this platform Clients can offer products for sales and/or offer services to Users.

The Client can put different ads on this platform and offer different kind of products and/or services.

If a Client will enter into a contract with a User, this Contact will be between the Client and the User. Scoutstock.com is never involved in any way with the formation and implementation of this contract.

In addition, Scoutstock.com is never liable for the damaged caused by the formation and implementation of contracts concluded between the Client and the User. Scoutstock.com acts only as an intermediary.

## **Article 3 Agreement Client and User**

Scoutstock.com only acts as an intermediary for the conclusion of the agreement between the Client and a User.

Scoutstock.com does not guarantee in any way that an agreement will be concluded between the Client and the User.

If between the Client and the User an agreement is concluded, this agreement will only be entered between the Client and the User.

Scoutstock.com is not responsible and liable for the conclusion of the agreement between the Client and the User. Scoutstock.com is also not liable for damages that the Client and/or the User suffer as a result of the agreement.

If between the Client and the User an agreement is concluded, both parties should make the payment and other transactions within the agreed periods.

## **Article 4 Offers and/or quotations**

Offers and/or quotations should preferably be made in writing and/or in electronic form, unless pressing circumstances make this impossible.

Offers and/or quotations are valid for the period stated in the offer and/ quotations.

Scoutstock.com cannot be held to its offer and/or quotations if the Client, in accordance with the requirements of reasonableness and fairness and generally accepted standards, should have understood that the offer and/or quotation or an element thereof contains a manifest fault or clerical error.

If the acceptance departs from the offer and/or quotation included in the offer and/or quotation, whether or not on points of minor importance, then Scoutstock.com is not bound by this acceptance. The Contract then does not come into being in accordance with this differing acceptance, unless Scoutstock.com indicates otherwise.

A composite offer and/or quotation do not oblige Scoutstock.com to perform an element of the

Assignment for a corresponding part of the stated price.

Offers and/or quotations do not automatically apply to future orders or reorders.

#### **Article 5 Formation and duration of the contract**

The Contract comes into being through the timely acceptance by the Client of Scoutstock.com's offer and/or quotation.

The Client can choose from a free, basic, standard or premium subscription. The free account is for free and the other accounts the Client needs to pay an annual fee for. If the Client will choose one of the other accounts, the Client and Scoutstock.com will enter into a Contract for a minimal period of one month.

#### **Article 6 Account of the Client**

In order to use the online platform and place ads, the Client is obligated to create an account. The account is personal and the Client is obligation to include his personal details.

The Client manages his own account and must arrange his own account.

It's not allowed to give the login details to third parties and/or to use the login details of third parties.

Scoutstock.com is not liable or responsible for the content and/or information that the Client published on his account or profile.

#### **Article 7 Content**

Scoutstock.com is not responsible for the content that the Client has shared and placed on the platform. The Client is responsible for the accuracy, completeness and legality of the shared and placed content.

The Client guarantees that the content placed and shared on the platform by the Client is accurate, complete and not illegal.

Scoutstock.com is cannot be held responsible or liable for the distribution of Client information or details in case a Client made this information or details publicly available to potential buyers on the website of Scoutstock.com.

#### **Article 8 Refusal, blocking or deleting content**

Scoutstock.com has the right to refuse, block and/or remove content from the platform without given any reasons. Third parties can request Scoutstock.com to remove content from the platform.

Scoutstock.com refuse, block and/or delete in any event the content if:

1. the content is in breach with the law
2. the content has a pornographic, erotic character or refers to a location with a pornographic content;
3. the content has a violent character or refers to a location with a violent character;
4. the content discriminate against race, gender, political affiliation, religion or belief;
5. the content in breach is with these General terms and conditions.

The Client accepts the possibility that the content can be removed, blocked or removed.

## **Article 9 Ads**

The Client has the right to place ads on the platform. Scoutstock.com will not charge the Client any fee for placing the ad.

Scoutstock.com is not responsible for the content and information of the ads. Ads are submitted by the Clients. Clients are responsible for the accuracy, completeness and legality of the content and information of the ads.

## **Article 10 Refusal, blocking or deleting ads**

Scoutstock.com has the right to block and/or remove ads that the Client has placed on the platform without given any reasons. Third parties can request Scoutstock.com remove an ad from the website.

Scoutstock.com will block and/or delete in any event an ad if:

1. the Ad is in breach with the law;
2. the Ad has a pornographic, erotic character or refers to a location with a pornographic content;
3. the Ad has a violent character or refers to a location with a violent character;
4. the Ad discriminate against race, gender, political affiliation, religion or belief;
5. the Ad contains malware and/or viruses and/or links to websites and/of digital sources that contain malware and/or viruses;
6. the Ad urges, promote or encourages illegal activities;
7. in breach is with these General terms and conditions.

The Client accepts the possibility that an ad can be refused, blocked and/or deleted.

## **Article 11 Amendments to the contract**

If, during the implementation of the Contract, it becomes apparent that it is necessary to amend or supplement the Contract to ensure its proper implementation, then Scoutstock.com will inform the Client of this as soon as possible. The parties will then amend the Contract in a timely manner and in mutual consultation.

If the parties agree that the Contract will be amended or supplemented, this can influence the time of the completion of the implementation. Scoutstock.com will inform the Client of this as soon as possible.

If the amendment or supplementation of the Contract will have financial, quantitative and/or qualitative consequences, then Scoutstock.com will inform the Client of this in advance.

If a fixed fee is agreed, then Scoutstock.com will indicate the extent to which the amendment or supplementation of the Contract will influence the price. In this event Scoutstock.com will attempt, as far as possible, to issue a quotation in advance.

Scoutstock.com may not make any additional charges if the amendment or supplementation is a consequence of circumstances that can be attributed to Scoutstock.com.

Amendments to the Contract originally entered into between the Client and Scoutstock.com are only valid from the time at which these amendments are accepted in writing by both parties by means of a supplementary or amended Contract.

## **Article 12 Implementation of the contract**

Scoutstock.com will implement the Contract to the best of its knowledge and ability, and in accordance with the requirements of good workmanship.

Scoutstock.com is entitled to arrange for certain work to be carried out by third parties.

The Client will issue all information or instructions that are necessary for the implementation of the Contract, or which the Client can be reasonably expected to understand are necessary for implementation of the Contract, to Scoutstock.com in a timely manner.

If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then Scoutstock.com is entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Client.

## **Article 13 Fee**

The Fee consists of a fixed amount per month.

The fees are expressed in euros, inclusive of VAT and other government levies, unless indicated otherwise.

The fees are expressed in euros, inclusive of travel, accommodation, packaging, delivery, transportation costs and administration costs, unless indicated otherwise.

## **Article 14 Implementation periods**

The work will be carried out within a period stated by Scoutstock.com.

If a period is agreed or stated for the performance of particular work, then this period is only indicative and is not to be regarded as a strict deadline.

If Scoutstock.com needs information or instructions from the Client that are necessary for the implementation of the Contract, then the implementation period will commence after the Client has provided these to Scoutstock.com.

If an implementation period is exceeded, the Client must issue Scoutstock.com with a written notice of default, whereby Scoutstock.com will be offered a reasonable period to nonetheless implement the Contract.

## **Article 15 Payment account**

The Client can first use an account on Scoutstock.com for free. The Client can then switch to a basic, standard or premium account at Scoutstock.com.

Payment will be made via Ecuring direct debit. The Client can choose between a direct debit per month or per year. The direct debit will be charged to a credit card (international) or via SEPA or credit card (within Europe).

The Client can manage his/her account itself (including upgrade or deregister) on Scoutstock.com.

The Client is not authorized to deduct any amount from the payable amount by reason of a counterclaim made by the Client. Objections to the level of the invoice do not have the effect of suspending the payment obligations.

In case the Client has not made the payment, Scoutstock.com will send him/her a payment reminder.

In case the Client fails to make a payment for the second time, Scoutstock.com has, in addition to the right

to obtain an out-of-court settlement (Article 16), the right to purchase the Client's subscription. In that case, the Client is not entitled to a (partial) refund or compensation.

### **Article 16 Collection costs**

If the Client is in default or in breach of the Contract in fulfilling its obligations (in a timely manner) then all reasonable costs incurred to obtain an out-of-court settlement are payable by the Client. The Client is in any event liable to pay the collection costs.

With regard to the extrajudicial (collection) charges, Scoutstock.com is entitled – in departure from article 6:96 paragraph 5 of the Dutch Civil Code and the Payment of Extrajudicial Collection Charges Decree – to a payment of 15% of the total outstanding principal sum, with a minimum of € 90,- for every invoice that is wholly or partly unpaid.

Any reasonable legal costs and execution costs incurred are also payable by the Client.

### **Article 17 Suspension**

If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully or in a timely manner, then Scoutstock.com is entitled to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted in so far as this is justified by the shortcoming.

Moreover, Scoutstock.com is entitled to suspend the fulfilment of the obligations if:

1. after the Contract is entered into, Scoutstock.com becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
2. the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
3. circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Scoutstock.com.

Scoutstock.com reserves the right to claim compensation.

### **Article 18 Termination**

If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully, in a timely manner or properly, then Scoutstock.com is entitled to terminate the Contract with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.

1. Moreover, Scoutstock.com is entitled to terminate the Contract with immediate effect if:
2. after the Contract is entered into, Scoutstock.com becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
3. the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
4. due to a delay on the part of the Client, Scoutstock.com can no longer be required to fulfil the Contract under the originally agreed conditions;
5. circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Scoutstock.com;
6. the Client is declared bankrupt, submits an application for a suspension of payment, requests the

application of debt rescheduling for natural persons or is served with a writ of sequestration on all or part of its property;

7. the Client is placed under conservatorship;
8. the Client deceases.

Termination will take place by means of a written declaration, without judicial intervention.

If the Contract is terminated, the Client's debts to Scoutstock.com become immediately due and payable. If Scoutstock.com terminates the Contract on the above-mentioned grounds, Scoutstock.com is not liable for any costs or compensation.

If the termination is attributable to the Client, the Client is liable for the damage suffered by Scoutstock.com.

### **Article 19 Force majeure**

Breaches may not be attributed to Scoutstock.com or the Client if they are not their fault, or if they are not accountable by law, juristic act, or according to the generally accepted standards. In this case the parties are also not bound to fulfil the obligations arising from the Contract.

In these General Terms and Conditions, the term "force majeure" is defined as – in addition to what is understood in law and jurisprudence in this regard – all external causes, foreseen or unforeseen, upon which Scoutstock.com can exercise no influence and through which Scoutstock.com is not able to fulfil its obligations.

Circumstances regarded as resulting in force majeure include lockouts, fire, water damage, natural disasters or other external contingencies, mobilisation, war, traffic congestion, blockades, import or export restrictions or other government measures, delay in the supply of raw materials or machinery components, as well as any circumstances through which normal business operations are impeded, as a result of which the fulfilment of the Contract by Scoutstock.com cannot be reasonably sought by the Client.

Scoutstock.com is also entitled to invoke force majeure if the circumstance that hinders (further) fulfilment of the Contract occurs after Scoutstock.com should have fulfilled its obligations.

In case of force majeure the parties are not obliged to proceed with the Contract, and are not bound to pay any compensation.

During the period that the force majeure continues, both Scoutstock.com and the Client can fully or partly suspend the obligations arising from the Contract. If this period lasts for longer than 2 months, both parties are entitled to terminate the Contract with immediate effect, by means of a written notification, without judicial intervention and without the parties being able to claim any damages.

If the situation of force majeure is of a temporary nature, Scoutstock.com reserves the right to suspend the agreed service for the duration of the situation of force majeure. In the event of permanent force majeure both parties are entitled to terminate the Contract without judicial intervention.

If at the time of the occurrence of force majeure Scoutstock.com has already partly fulfilled, or will fulfil, its obligations arising from the Contract, and independent value accrues to the part fulfilled or to be fulfilled, then Scoutstock.com is entitled to separately invoice the part already fulfilled or to be fulfilled.

The Client is bound to pay this invoice as if there were a separate Contract.

## **Article 20 Liability**

The implementation of the Contract is entirely at the risk and responsibility of the Client. Scoutstock.com is only liable for direct damage that has arisen through wilful recklessness or an intentional act or omission of Scoutstock.com.

The liability of Scoutstock.com is excluded for indirect damage, including in any event consequential damage, loss of profit, lost savings and loss due to business interruption, or immaterial damage to the Client.

Scoutstock.com is not liable for damage, of whatever nature, resulting from Scoutstock.com basing its actions upon inaccurate and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness ought to have been known to Scoutstock.com.

Scoutstock.com is not liable for mutilation, destruction, theft or loss of data or personal details of the Client.

If Scoutstock.com is liable for any damage, then the liability of Scoutstock.com is limited to an amount of € 10.000,-, or to the amount to which the insurance taken out by Scoutstock.com gives entitlement, with the deduction of the policy excess borne by Scoutstock.com under the terms of the insurance.

The Client must report the damage for which Scoutstock.com can be held liable to Scoutstock.com as soon as possible, but in any event within 10 days of the damage having arisen, on penalty of the forfeiture of any right to compensation for this damage.

Any liability claim against Scoutstock.com lapses within one year of the Client having become aware, or possibly reasonably having become aware, of the harmful event.

## **Article 21 Indemnity**

The Client indemnifies Scoutstock.com against any claims by third parties who suffer damage in connection with the implementation of the Contract which is attributable to the Client.

If Scoutstock.com may be sued for this reason, then the Client is bound to provide Scoutstock.com with both judicial and extrajudicial support.

Furthermore, all costs and damage on the part of Scoutstock.com and third parties will be at the expense and risk of the Client.

## **Article 22 Limitation period**

In departure from the legal limitation period, a limitation period of one year applies to all claims against Scoutstock.com and any third parties brought in by Scoutstock.com.

## **Article 23 Intellectual property**

Scoutstock.com reserves the rights and powers accruing to it under the provisions of the Copyright Act and other intellectual property legislation and regulations.

Scoutstock.com reserves the right to utilise the knowledge acquired for the performance of the work and general information for other purposes and other work, in so far as no confidential information is hereby communicated to third parties.



## Article 24 Confidentiality

Both Scoutstock.com and the Client are obliged, for the duration of and after the termination of the Contract, to maintain confidentiality regarding all facts and particulars concerning the business which they know or can reasonably suspect are confidential. This duty of confidentiality also includes all details of employees, clients, commissioning bodies and other business contacts which are learned of reason of the Assignment.

## Article 25 Privacy and cookies

Scoutstock.com will store the details and information that the Client provides to Scoutstock.com carefully and confidentially.

Scoutstock.com acts in accordance with the General Data Protection Regulation (EU 2016/679) ("GDPR") which is effective from May 25, 2018.

Scoutstock.com will keep a register of processing activities on the basis of the GDPR.

Scoutstock.com will only use the details and information of the Client in the context of the execution of its delivery obligation or the handling of a complaint.

Scoutstock.com may only use the personal details of the Client within the framework of the implementation of its obligation to supply, or of dealing with a complaint.

It is not permitted for Scoutstock.com to lend out, rent, sell or in any other way make public the personal data of the Client.

The information that Scoutstock.com collects through cookies may only use this personal data for necessary specific purposes and/or such other purposes Clients have agreed to, such as for functional and/or analytical purposes.

Scoutstock.com is not permitted to lend out, hire out or sell the personal details of the Client, or to publicise them in any other manner.

Scoutstock.com will not keep the personal data longer than necessary.

The Client is entitled to file a complaint with the Dutch Data Protection Authority regarding his / her personal data. The Dutch Data Protection Authority is obliged to handle this complaint.

The Client agrees that Scoutstock.com may approach the Client for statistical or customer satisfaction research. If the Client does not wish to be approached for research, the Client may make this known.

Scoutstock.com is cannot be held responsible or liable for the distribution of Client information or details in case a Client made this information or details publicly available to potential buyers on the website of Scoutstock.com.

## Article 26 Newsletter

The Client can sign up for the newsletter.

The newsletter will keep the Client informed of the latest new and the most recent developments.

The Client will receive the newsletter by e-mail.

The Client can opt out in writing of though a hyperlink of the newsletter at any time. In this case the Client will receive no more messages.

### **Article 27 Amendment of the General terms and Conditions**

Scoutstock.com is entitled to amend the general terms and conditions unilaterally.

Amendments will also apply to Contracts that are already concluded.

Scoutstock.com will inform the Client by e-mail about the amendments.

The amendments to the general terms and conditions will be in force thirty days after the Client is informed of the amendments.

If the Client does not agree with the announced amendments, the Client is entitled to terminate the Contract.

### **Article 28 Applicable law, disputes**

Dutch law is exclusively applicable to all legal relationships to which Scoutstock.com is a party. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Client has its place of business outside of the Netherlands.

The applicability of the Vienna Sales Convention (CISG) is excluded.

Disputes between Scoutstock.com and the Client will only be submitted to the competent court in the Netherlands, unless the law mandatorily prescribes otherwise.

### **Article 29 Location**

These General Terms and Conditions are filed at the Chamber of Commerce under number 71040757.