

**TERMS AND CONDITIONS (FOR LICENSE) REDUCEPT B.V. (B2B & B2C)**  
**Version March 2020**

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**Article 1        Definitions**

In these Terms and Conditions, the following terms are meant to be understood as follows:

- 1.1 **Terms and Conditions:** the present Terms and Conditions of Reducept B.V.;
- 1.2 **Customer:** each legal entity and Consumer to whom a Licence is given by Reducept and/or to whom Services are rendered, including their representatives, authorized representatives, successors in title and heirs;
- 1.3 **Time for reflection:** the period in which the Consumer (B2C) can make use of his Revocation Right; **this does not apply for Business to Business (B2B);**
- 1.4 **Consumer:** the natural person who is not conducting a profession or company and concludes a Distance Agreement with Reducept B.V. (B2C);
- 1.5 **Day:** calendar day;
- 1.6 **Service:** the rendering of Services as commissioned by the Customer pursuant to an Agreement to this end, such as installing Software, providing trainings and subscription services;
- 1.7 **Durable Information Carrier:** each resource which enables the Consumer or Reducept B.V. to store information directed to them personally, in a way which makes future consultation and unchanged reproduction of the stored information possible.
- 1.8 **Revocation Right:** the possibility for the Consumer to decide against the Distance Agreement within the Time for Reflection; **The Revocation Right does not apply for B2B;**
- 1.9 **Licence:** the right to the use of Software;
- 1.10 **Licence Agreement:** Agreement to provide a Licence.
- 1.11 **Licence Key:** digital key used to provide access to the use of the Software;

- 1.12 **Model form:** the model form for revocation which Reducept B.V. makes available which a Consumer can fill in when he wants to make use of his Revocation Right;
- 1.13 **Distance Agreement:** an Agreement in the context of a system organised by Reducept B.V. for sales or Service Provision at distance, where up to and including the conclusion of the Agreement, only use is made of one or more techniques for distant communication;
- 1.14 **Software:** Software, where the experience of chronic pain of patients is influenced with the use of virtual reality glasses with the objective to decrease that experience of pain;
- 1.15 **Technology for distance communication:** resource that can be used to conclude an Agreement, without requiring the Consumer and Reducept B.V. to come together in the same area;

## Article 2 Identity of the company

The private company with limited liability Reducept B.V. (hereinafter: "Reducept")

Business address: Margaretha de Heerstraat 7, 8921 AK Leeuwarden, the Netherlands

Physical address: Blokhuisplein 40, 8911 LJ Leeuwarden, the Netherlands

Telephone number: +31 (0)85 13 08 260

Bank: Rabobank

IBAN: NL16 RABO 0326 9010 19

Email address: info@reducept.com

Dutch Chamber of Commerce number: 74239678

VAT identification number: NL859821432B01

## Article 3 Applicability

- 3.1 These Terms and Conditions (hereinafter: Conditions) apply to all offers, quotations, assignments and/or (distance) Agreements between Reducept and the Customer, entailing the provision of a Licence and/or the rendering of Services and its execution. Deviations of or changes to these Terms and Conditions need to be confirmed in writing by Reducept and only apply for the offer/assignment/agreement in question.
- 3.2 Before a Distance Agreement is concluded with a Consumer, the text of these Terms and Conditions is made available to the Consumer.
- 3.3 If a Distance Agreement with a Consumer is concluded electronically, then, in deviation of the previous paragraph and before the Distance Agreement is concluded, the text of these Terms and Conditions can be made available to the Consumer electronically in such a way that these can be stored in a simple way by the Consumer on a Durable Information Carrier.
- 3.4 In the event that specific product and/or service conditions also apply in addition to these Terms and Conditions, the Articles 3.2 and 3.3 apply accordingly and, in the event of conflicting conditions, the Consumer can always invoke the applicable provision that is most favourable for the Consumer.
- 3.5 Any terms and conditions used by the Customer are not binding to Reducept, unless Reducept has expressly stated agreement in writing.
- 3.6 If Reducept has agreed in writing with the applicability of one or more deviating conditions, then these Terms and Conditions will otherwise remain in full force and effect.
- 3.7 If any provision of these Terms and Conditions is void or voidable, in whole or in part, then the other provisions of these Terms and Conditions remain in full force and effect. In that case, the Parties enter into consultation with the objective to agree upon a new provision to replace the void or voided provision.

## Article 4 Licence

- 4.1 The Software is not sold, but licensed. On the condition that you meet all conditions of the Agreement, we grant you the right to install copies of the Software and to run them on devices that you possess and manage.
- 4.2 The Licence can be given to the Customer per month and is, in that case, terminable on a monthly basis. The Licence can also be given per year and is, in that case, terminable in a yearly basis.
- 4.3 The Licence does not provide unlimited access to the use of the Software.

## **Article 5        Offers and quotations**

### *Licences*

- 5.1 Reducept refers to the prices on the website for the prices of the Licence.
- 5.2 The applicable price is the price which is indicated at the moment of the order on the website, unless deviated from in writing.
- 5.3 Reducept is entitled to change the monthly or yearly Licence price owed if changed market prices or other developments gives to this, such as changes of labour costs, government measures, exchange rates, taxes, rights, levies etc. Reducept will notify the Customer of any price increase as soon as possible and in writing. If the price increase takes place within three (3) months after concluding an Agreement and amounts to more than ten (10) % of the original price, then the Customer has the right to invoke the dissolution of the Agreement by email within ten (10) days after the written communication referred to in the previous sentence has been sent, upon default of which he is considered to agree with the price increase.

### *Services*

- 5.4 All offers of Reducept are made in writing. The offer is dated and applies for fourteen Days starting from that Day, unless expressly noted otherwise in the offer.
- 5.5 Descriptions and prices in offers are given with reservation and only applies approximately. Customer can derive no right whatsoever from any errors in an offer.
- 5.6 The offers of Reducept are given on the basis of information and specifications provided by the Customer. Offers are based on delivery within normal periods and under normal circumstances.
- 5.7 Unless expressly indicated otherwise, all prices are excluding turnover tax (VAT) and other levies imposed by the government.
- 5.8 Unless specified otherwise in the price list or offer, the prices indicated by Reducept are in euros.
- 5.9 Whenever the offer is not accepted by the Customer, Reducept is entitled to charge the costs related to the formation of the offer to the Customer, if this has been stipulated in writing prior to making the offer.

## **Article 6        Agreements and changes**

- 6.1 Reducept is only bound towards the Customer to an order placed with Reducept to provide a Licence and/or to render a Service if and as soon as that assignment is confirmed in writing by Reducept within 10 working days after receipt of the assignment to provide a Licence or if Reducept has commenced with the execution of that assignment. For Services for which no assignment confirmation is sent due to the nature and/or scope of them, the invoice also applies as assignment confirmation, which is considered to correctly and completely display the Agreement.

- 6.2 Changes in the execution of the assignment desired by the Customer after placement of an assignment, have to be communicated by the Customer to Reducept in a timely manner and in writing and only bind Reducept if these agreement/promises are confirmed by Reducept in writing. For assignments given orally or by telephone and/or changes to its execution, the Customer bears the risk in the matter of its (correct) implementation.
- 6.3 Changes to an assignment placed by the Customer, of any nature whatsoever, which involves higher costs than originally expected with the original quotation provided by Reducept, are at the expense of the Customer. If such changes result in a decrease of costs, then the Customer cannot derive any right whatsoever pertaining to a decrease of the purchase price. Reducept may also, at own discretion, decide that these changes result in payment of a lower purchase price.

#### *Subscription services*

- 6.4 Reducept grants a non-exclusive, non-transferrable, limited right of access to the use and availability to the Customer of the website, apps and product(s) of Reducept for the Customer for personal and non-commercial use, on the condition that the Customer fully meets the provisions of these Terms and Conditions. There is a separate website for both Consumer and legal entity. The Customer agrees that the Customer will not give or transfer his rights to the use and/or access to website, apps and one or more product(s) to another. The Customer agrees that only the Customer can use their user account and Licence and/or have access to it.
- 6.5 The Agreement to provide Services in the form of a subscription is concluded for an undetermined period until notice of termination. Notice of termination by Reducept or the Customer needs to occur with due observance of one month as notice period. If the Consumer purchases a subscription from Reducept online or by telephone, then the Consumer has the right to cancel the subscription within 14 days after the order. The Consumer makes a cancellation known by filling in and sending a Model Form drawn up by Reducept.

#### **Article 7 Revocation Right (only B2C)**

- 7.1 Consumer hereby gives permission to compliance to the Licence Agreement within the Time for Reflection and hereby states to waive his Revocation Right.
- 7.2 Consumer hereby gives permission to compliance to the Licence Agreement to render Services within the Time for Reflection and hereby expressly states to waive the Revocation Right after the Agreement has been carried out within that Time for Reflection, with the exception of what is set out in Article 6.5.

#### **Article 8 Payment**

- 8.1 For sales other than distant, payment needs to take place within 14 Days after the invoice date by transfer of the amount due to the IBAN account as noted on the invoice or by means of direct debit. Payment by the Customer needs to be done only in the currency in which the agreed upon prices are listed, unless agreed upon otherwise in writing. Any currency risk is at the expense of the Customer
- 8.2 For distant sales, the Licence Price needs to be paid immediately, after which the Licence Key is given to the Customer. The Customer agrees with payment of the fixed and periodic reimbursements to be determined by Reducept for the provided Licence or rendered Service.
- 8.3 The Customer, with the exception of the Consumer, hereby waives his settlement and suspension rights.
- 8.4 If the Customer does not meet his payment obligation from Article 8.1 and 8.2 of these Terms and Conditions, then the Customer is in default without the requirement of any further reminder of notice of default. Reducept will then have the right to terminate the Agreement

with the Customer in whole or in part or to suspend its execution, in which case the Customer will be fully liable for the damage suffered and to suffer by Reducept. Furthermore, the Customer - without prejudice to the other rights of Reducept - owes a monthly interest of two (2) % on (the still payable part of) the invoice amount starting from the Day on which the payment term was exceeded up to the time of the full payment of the invoice amount. Reducept will then also be entitled to require immediate payment of all still outstanding invoices and to suspend further access to the Software until the moment that the entire invoice amount has been paid, or satisfactory security has been provided for it.

- 8.5 All judicial and extrajudicial collection costs, which Reducept incurs as a result of the failure of performance by the Customer of the payment obligations, are at the expense of the Customer and are calculated in accordance with the graduated scale as set out in the Extrajudicial Collection Costs (Standards) Act and the accompanying decision.
- 8.6 Payments made by the Customer first serve to pay all costs owed and accrued interests and then to pay the oldest payable invoice, also if the Customer specifies that the payment relates to a later invoice.

## **Article 9      Obligations Customer**

- 9.1 The Customer will ensure that Reducept has all information at its disposal in a timely manner which is required to execute the Agreement, such as the name, address, telephone number and country code, email address and bank account number of the Customer and/or other specifications which are applicable on the Agreement in question.
- 9.2 If the commencement or the progress of the performance of the Agreement is delayed by factors which could be attributed to the Customer, then the resulting damage and costs for Reducept will be at the expense of the Customer.

## **Article 10     Warranty Software**

- 10.1 Reducept has as objective that the Software offers the functionality described in the manual. However, because of its nature, Reducept cannot guarantee that the Software will function without errors and/or interruptions.
- 10.2 During a period of no more than twelve months after providing the Licence Key, Reducept provides a warranty to the Software. Defects falling under the warranty will be fixed by Reducept by replacement of a defect Licence Key, a Software update or by crediting the price of the Licence Key in question, all at the discretion of Reducept.
- 10.3 Reducept is not bound to execute any warranty obligation, if the Customer has not fully, not adequately or not in a timely manner complied with any obligation towards Reducept at the moment that the Customer invokes the warranty.
- 10.4 Each warranty comes to lapse if the Customer makes or effects any changes or repairs pertaining to the Software on his own, if the Software is used for purposes other than those agreed upon, or is handled or maintained in a careless or improper way.
- 10.5 Whenever the Software is installed for use along with other products which have not been supplied by Reducept, the Customer - ruling out any liability for Reducept - will bear the full responsibility for the correct installation and compatibility of these various things.
- 10.6 In the event that a defect Licence Key is replaced or Software is updated, no new warranty period will start.

## **Article 11     Liability**

- 11.1 The liability of Reducept is limited to performance of the warranty obligations specified in Article 10 of these Terms and Conditions. Each farther-reaching or other liability for lack of

proper functioning, incorrect performance or other failure of Reducept or for (consequential) damage or loss with the Customer or third parties, pursuant to any reason whatsoever (except for the case of malicious intent or gross negligence), is expressly ruled out to the extent that this is allowed by law.

- 11.2 If the Customer makes Software available to third parties and those third parties do not act in accordance with the intended purposes, then the Customer is obligated to indemnify Reducept and compensate Reducept for all claims of third parties, made use of by the Customer, for damages towards Reducept pertaining to the performance of the Agreement between the Customer and Reducept, unless there is a case of malicious intent or gross negligence on the side of Reducept. Furthermore, the Customer is obligated to indemnify Reducept and compensate Reducept for all claims of third parties, made use of by the Customer, related to or following from the use of the Customer of the Licence provided by Reducept or performed Services.
- 11.3 Any employees of Reducept, where relevant, are eligible to invoke the provision in this Article, as if they were a party to the Agreement between Reducept and the Customer.
- 11.4 Reducept is not a medical organisation and does not provide medical advice or diagnoses for the Customer. The content of printed or other material provided to you or published on the website or the apps of Reducept should not be considered as medical advice or such a diagnosis by the Customer. The program set up by Reducept service provider should not be considered to be a replacement for a consult, assessment or treatment by a doctor or specialist. A Customer with a health condition is expressly recommended to seek professional medical advice before commencing with the Software and/or Service of Reducept.

## **Article 12 Intellectual and industrial property rights**

- 12.1 Reducept reserves all intellectual and industrial property rights pertaining to offers made by Reducept, as well as pertaining to drawings, designs, programming, descriptions, models, Software, hardware and such provided or manufactured by Reducept, as well as pertaining to information involved in these matters or underlying them.
- 12.2 The Customer guarantees that what is set out in Article 12.1, except to the extent necessary to execute the Agreement, is not spread, disclosed, saved or otherwise used other than with the written permission of Reducept.
- 12.3 All signs, logos, labels and such, whether or not protected by intellectual or industrial property rights, which are located on, in or to the Software of Reducept, cannot be changed by the Customer other than with the permission of Reducept, removed out of or from these things, imitated or used for other purposes. The Customer is bound to impose this stipulation as third-party clause to the Customer of the Customer.
- 12.4 Reducept does not accept any liability for breaches of intellectual or industrial property rights of third parties, which are caused by changes made in the Software without permission from Reducept.

## Article 13      **Provision of security**

13.1 If there is a cause for Reducept to suspect that the Customer will not be able to comply with obligations pursuant to the Agreement, then the Customer is obligated to provide sufficient security at the first request of Reducept for the full performance of obligations pertaining to Agreements carried out or still to be carried out in whole or in part by Reducept, in a way to be indicated by Reducept.

## Article 14      **Suspension, dissolution, force majeure**

14.1 If the Customer fails in any way towards Reducept in the performance of any obligation, as well as in the event of a request for suspension of payment, obtained (preliminary) suspension of payment, request, registration or claim for bankruptcy, bankruptcy, winding-up or interruption of (a part of) the business activities of the other party, then Reducept is, without prejudice to the other rights accruing to Reducept and without any obligation for damages, entitled to, without notice of default or judicial intervention being required:

- to suspend the performance of the Agreement until payment of all which the Customer owes to Reducept has been sufficiently secured; and/or
- to suspend all its own payment obligations, if any; and/or
- to dissolve each Agreement with the Customer in whole or in part;

all without prejudice to the obligation of the Customer for payment of already rendered Services and without affecting the other rights of Reducept, including those related to damages.

14.2 In the event of impediment on the side of Reducept to execute the Agreement as a result of force majeure, Reducept is entitled to suspend the performance of the Agreement without judicial intervention or to dissolve the Agreement in whole or in part, without being bound to any damages.

14.3 There is force majeure in the event of each circumstance, out of control of Reducept, as a result of which performance of the Agreement is impeded permanently or temporarily, as well as, to the extent not already included, war, danger of war, civil war, riot, work strike, fire and every other disruption in the company of Reducept or its suppliers. There is also force majeure if one of the suppliers, with whom Reducept is in business in relation to the performance of the Agreement with the Customer, remains in default with timely and/or sound delivery.

## Article 15      **Bringing in third parties**

15.1 Reducept is entitled to bring in third parties on behalf of and at the expense of the Customer for the execution of an Agreement, if there is reason to do so at the discretion of Reducept or if this follows from the Agreement. Its costs will be charged to the Customer in accordance with the quotation provided by Reducept.

15.2 The Customer guarantees the quality of the items and Services of the third parties brought in by the Customer.

## Article 16      **Transfer of rights and obligations**

16.1 The Customer is not allowed to transfer rights and/or obligations which follow from any Agreement with Reducept to third parties or provide security towards receivables of third parties, without prior written permission from Reducept.

## **Article 17      Privacy**

17.1 Reducept refers the Customer to the website for the applicable privacy statement.

## **Article 18      Complaints procedure for Consumer**

- 18.1 Reducept has a sufficiently communicated complaint procedure and treats the complaint in accordance with this complaint procedure.
- 18.2 Within 14 Days after the Consumer has noted the defects regarding the performance of the Agreement, complaints need to be described completely and clearly and submitted by email to [support@reducept.com](mailto:support@reducept.com).
- 18.3 Complaints submitted to Reducept will be answered within a period of 14 Days, counting from the date of receipt. If a complaint requires a foreseeable longer processing time, then Reducept answers within the period of 14 Days with a message of receipt and an indication when the Consumer can expect a more detailed answer.
- 18.4 A complaint does not suspend the obligations of Reducept, unless the economic operator indicates otherwise in writing.
- 18.5 If a complaint is considered to be well-founded by Reducept, then Reducept will replace the Licence Key free of charge or credit the price for the given Licence, at the discretion of Reducept.

## **Article 19      Applicable law, competent court**

- 19.1 The Dutch law exclusively applies to these Terms and Conditions, as well as to all legal relationships between Reducept and the Customer, also if the Consumer resides abroad.
- 19.2 The Vienna Sales Convention does not apply.
- 19.3 To the extent that the law does not prescribe otherwise by mandatory law, only the District Court of Amsterdam will at first have jurisdiction to rule on disputes which may arise following (the execution of) any Agreement between Reducept and the Customer as well as disputes pertaining to (any provision of) these Terms and Conditions, also for the purpose of obtaining preliminary relief.

## **Article 20      Dutch text prevails**

- 20.1 In the event of a conflict between a translation and the Dutch version of these Terms and Conditions, the Dutch version prevails.