

PERSONALLY.

TERMS OF SERVICE

Version 1.0

Last updated, 1 January 2023

1. Definitions

When used in these Terms with the initial letters capitalized, in addition to terms defined elsewhere in these Terms, the following terms have the following meanings:

Accounts: means all Personally accounts or instances created by or on behalf of Subscriber or its Users within the Service and/or personal account logins as provided by You to Personally.

Confidential Information: means all information disclosed by You to Personally or by Personally to You which is in tangible form and labeled “confidential” (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. For purposes of these Terms, Your Data shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving party at the time of disclosure by the disclosing party; (b) was or is obtained by the receiving party by a third party not known by the receiving party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of these Terms; or (d) was or is independently developed by the receiving party without use of the disclosing party’s Confidential Information.

Documentation: means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Service provided or made available by Personally to You or Users.

Personally: means the Personally entity identified on the Form. In these Terms, Personally may also be referred to through the use of “We” or “Our.”

Form: means any Personally generated service order form executed or approved by You with respect to Your subscription to the Service, which form may detail, among other things, the number of Users authorized to use the Service under Your subscription to the Service and the Service Plan applicable to Your subscription to the Service.

Other Services: means third party products, applications, services, software, products, networks, systems, directories, websites, databases and information which the Service uses as sub-processors, or which You may connect to or enable in conjunction with the Service at your own discretion, including, without limitation, certain Other Services which may be integrated directly into Your Personally Service.

Service: means the online service tools and platforms provided by Personally, including, individually and collectively, Software, API and any Documentation. Any new or modified features added to or augmenting

the Service or updates or enhancements to the Service (“Updates”) are also subject to these Terms and We reserve the right to deploy Updates at any time.

Service Plan: means the service plan and the functionality and services associated therewith (as detailed on the Site) for which You subscribe with respect to each User.

Site: means <https://personally.team> and all other websites owned or operated by Personally or its subsidiaries.

Software: means software provided by Personally that allows a User to use any functionality in connection with the Service.

Subscription Term: means the period during which You have agreed to subscribe to the Service with respect to any individual User.

User: means an individual authorized to use the Service through Your Account as a user and/or administrator, which may include employees, contractors or subcontractors, whether individual or corporate, under the terms of a contract with You.

Your Data: means all electronic data, text, messages or other materials submitted to the Service by You and Users in connection with Your use of the Service.

2. General conditions; Access to and use of the service

During the Subscription Term and subject to compliance by You and Users with these Terms, You have the limited right to access and use the Service consistent with the Service Plan You have subscribed for.

3. Data privacy and security; Confidentiality

3.1 Subject to the express permissions of these Terms, You and Personally will protect each other’s Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, each of us may use each other’s Confidential Information solely to exercise our respective rights and perform our respective obligations under these Terms and shall disclose such Confidential Information solely to those of our respective employees, representatives and users who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information.

3.2 You agree that Personally and the service providers We use to assist in providing the Service to You shall have the right to access Your Accounts and to use, modify, reproduce, distribute, display and disclose Your Data solely to the extent necessary to provide the Service, including, without limitation, in response to Your support requests. Any third party service providers We utilize will only be given access to Your Account and Your Data as is reasonably necessary to provide the Service and will be subject to confidentiality obligations.

3.3 We collect certain information about You and use of the Service. We use, disclose, and protect this information as described in Our Privacy Statement, the then-current version of which is available at <http://personally.team>

4. Intellectual property rights

4.1 Each of us shall maintain all rights, title and interest in and to all our respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to You and Users to use the Service under these Terms do not convey any additional rights in the Service, or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Service as expressly herein, all rights, title and interest in and to the Service and all hardware, software and other components of or used to provide the Service, including all related intellectual property rights, will remain with and belong exclusively to Personally. Personally shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Service or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You or Users. Personally, and Personally's other product and service names, and logos used or displayed on the Service are registered or unregistered trademarks of Personally (collectively, "Marks"), and You may only use such Marks to identify You as a Subscriber; provided You do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Personally, its services or products.

4.2 If Personally requests and temporarily manages a personal domain name / URL on your behalf, You agree to license this domain to Personally during the period of the Subscription Term. Once the Subscription Term is terminated, Personally will then fully transfer the domain and all access to it to You within 30 days after the end date of the Subscription Term.

4.3 One of the services provided by Personally is ghostwriting. Personally hereby transfers the intellectual property of the copy ghostwritten for You to You as long as these copies are used for promotional and/or editorial purposes. In the event that these copies ghostwritten for You by Personally are commercially sold by You to third parties, Personally has the right to a buy-out for this.

You must notify Personally of this in writing in advance. Subsequently, the amount and split of the buy-out must be agreed upon in writing. You or a third party may only commercially use copies ghost written for You by Personally after mutual agreement in writing on the buy-out. If you do not comply with this, Personally reserves the right to take legal action.

5. Third-party services

You irrevocably waive any claim against Personally with respect to such Other Services. Personally is not liable for any damage or loss caused or alleged to be caused by or in connection with Our enablement, access or use of any such Other Services, or Our reliance on the privacy practices, data security processes or other policies of such Other Services. We may be required to register for or log into such Other Services on their respective websites. By enabling any Other Services, You are expressly permitting Personally to disclose Your Login as well as Your Data as necessary to facilitate the use or enablement of such Other Service.

6. Billing, plan modifications and payments

6.1 Unless otherwise indicated on a Form referencing these Terms and subject to Section 6.2, all charges associated with Your access to and use of the Service ("Subscription Charges") are due in full upon commencement of Your Subscription Term with a payment terms of 30 days. If You fail to pay Your Subscription Charges or charges for other services indicated on any Form referencing these Terms within five (5) business days of Our notice to You that payment is due or delinquent, or if You do not update

payment information upon Our request, in addition to Our other remedies, We may suspend or terminate use of the Service by You.

6.2 Unless otherwise stated, Our charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). You are responsible for paying Taxes except those assessable against Personally based on its income. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.

7. Cancellation and termination

7.1 Either You or Personally may elect to terminate Your Service Plan and subscription to the Service as of the end of your then current Subscription Term by providing notice, in accordance with these Terms, on or prior to the date thirty (30) days preceding the end of such Subscription Term. Unless Your Service Plan and subscription to the Service is so terminated, Your subscription to the Service will renew for a Subscription Term equivalent in length to the then expiring Subscription Term. You acknowledge that upon renewal of your Subscription Term, Personally may renew such subscription, at the full applicable Subscription Charge at the time of renewal.

7.2 No refunds or credits for Subscription Charges or other fees or payments will be provided to You if You elect to terminate Your subscription to the Service prior to the end of Your then effective Subscription Term. Following the termination or cancellation of Your subscription to the Service, We will delete all Your Data in the normal course of operation, within 30 days after termination of Your Service Plan. Your Data cannot be recovered once Your Service Plan is canceled.

7.3 If You terminate Your subscription to the Service prior to the end of Your then effective Subscription Term or We effect such termination or cancellation pursuant to Section 7.4, in addition to other amounts You may owe Personally, You must immediately pay any then unpaid Subscription Charges associated with the remainder of such Subscription Term. This amount will not be payable by You in the event You terminate Your subscription to the Service or cancel Your Service Plan as a result of a material breach of these Terms by Personally, provided that You gave Personally a notice in writing that you consider this act or omission a material breach of these Terms and afford Personally not less than thirty (30) business days to reasonably cure such breach.

7.4 Personally reserves the right to modify, suspend or terminate the Service (or any part thereof), Your and/or Users' rights to access and use the Service, and remove, disable and discard any of Your Data if We believe that You or Users have violated these Terms. Unless legally prohibited from doing so, Personally will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. Personally shall not be liable to You and Users, or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Service. Any suspected fraudulent, abusive, or illegal activity by You or Users may be referred to law enforcement authorities at Our sole discretion.

8. Disclaimer of warranties

The site and the service, including all server and network components are provided on an "as is" and "as available" basis, without any warranties of any kind to the fullest extent permitted by law, and personally expressly disclaims any and all warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. you acknowledge that personally does not warrant that the service will be uninterrupted, timely, secure,

error-free or free from viruses or other malicious software, and no information or advice obtained by you from Personally or through the service shall create any warranty not expressly stated in these terms.

9. Limitation of liability

9.1 Under no circumstances and under no legal theory (whether in contract, tort, negligence or otherwise) will either party to these terms, or their affiliates, officers, directors, employees, users, suppliers or licensors be liable to the other party or any third party for any indirect, incidental, special, exemplary, consequential, punitive or other similar damages, including lost profits, lost sales or business, lost data, business interruption or any other loss incurred by such party or third party in connection with these terms or the service, regardless of whether such party has been advised of the possibility of or could have foreseen such damages.

9.2 Notwithstanding anything to the contrary in these terms, Personally's aggregate liability to you or any third party arising out of these terms or otherwise in connection with any subscription to, or use or employment of the service, shall in no event exceed the subscription charges paid by you during the twelve (12) months prior to the first event or occurrence giving rise to such liability. You acknowledge and agree that the essential purpose of this section 9.2 is to allocate the risks under these terms between the parties and limit potential liability given the subscription charges, which would have been substantially higher if Personally were to assume any further liability other than as set forth herein. Personally has relied on these limitations in determining whether to provide you the rights to access and use the service provided for in these terms.

9.3 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to You. In these jurisdictions, Personally's liability will be limited to the greatest extent permitted by law.

10. Indemnification

10.1 Personally will indemnify and hold You harmless, from and against any claim against You by reason of Your use of the Service as permitted hereunder, brought by a third party alleging that the Service infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"). Personally shall, at its expense, defend such IP Claim and pay damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Personally for such defense, provided that (a) You promptly notify Personally of the threat or notice of such IP Claim, (b) Personally will have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such IP Claim, and (c) You fully cooperate with Personally in connection therewith. If use of the Service by You, Users or End Users has become, or in Personally's opinion is likely to become, the subject of any such IP Claim, Personally may at its option and expense (a) procure for You the right to continue using the Service as set forth hereunder; (b) replace or modify the Service to make it non-infringing; or (c) if options (a) or (b) are not commercially and reasonably practicable as determined by Personally, terminate Your subscription to the Service and repay You, on a pro-rated basis, any Subscription Charges previously paid to Personally for the corresponding unused portion of Your Subscription Term. Personally will have no liability or obligation under this Section 10.1 with respect to any IP Claim if such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by You; (ii) modification of the Service by anyone other than Personally; or (iii) the combination, operation or use of the Service with other hardware or software where the Service would not by itself be infringing.

The provisions of this Section 10.1 state the sole, exclusive and entire liability of Personally to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of the Service by You or Users.

10.2 You will indemnify and hold Personally harmless against any claim brought by a third party against Personally arising from or related to use of the Service by You or Users in breach of these Terms or matters which You have expressly agreed to be responsible pursuant to these Terms; provided that Personally promptly notifies You of the threat or notice of such a claim.

11. Assignment; Entire agreement; Revisions

11.1 You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of these Terms or Your rights under these Terms or delegate performance of Your duties under these Terms without Personally's prior consent, which consent will not be unreasonably withheld. We may, without Your consent, assign Our agreement with You to any affiliate or in connection with any merger or change of control of Personally or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfill its obligations pursuant to these Terms. Subject to the foregoing restrictions, these Terms will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

11.2 These Terms, together with any Form(s), constitute the entire agreement, and supersede any and all prior agreements between You and Personally with regard to the subject matter hereof. Personally maintains the right to change the terms and conditions with ten (10) days prior notice of such changes. In case You do not agree with such changes, you must inform Us in writing within ten (10) days after having received such written notice. In such a case, both parties commit themselves to reach an agreement within the following ten (10) business days. If an agreement cannot be reached, then both parties have the right to opt out without any penalties. Personally's failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of the Terms.

12. Severability

If any provision in these Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

13. Relationship of the parties

The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties.

14. Survival

Sections 1, 3, 4 and 8-14 shall survive any termination of our agreement with respect to use of the Service by You or Users. Termination of such agreement shall not limit Your or Personally's liability for obligations accrued as of or prior to such termination or for any breach of these Terms.

15. Jurisdiction

15.1 These Terms and any dispute, claim or obligation (whether contractual or non- contractual) arising out of or in connection with it, its subject matter or formation shall be governed by Dutch law. The parties irrevocably agree that the Dutch courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non- contractual) arising out of or in connection with these Terms, its subject matter or formation.

15.2 Any disagreement arising between the parties shall initially be solved internally and conducted in good faith by authorised representatives of both parties with the aim of finding a new acceptable agreement. Should this internal process be unsuccessful, neither party is precluded from instigating legal proceedings.