

Brandbook Bespoke

Terms of Use

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Parties

We, **Brandbook.io**, offer the **Organisation** (the “User”) the following software: “Brandbook Bespoke” (the “Software”). These Terms of Use are always applicable to the use of our Software. By using the Software, you agree to the Terms of Use as stated here.

Brandbook.io, with the address Timorplein 35, 1094 CC Amsterdam, registered with the Chamber of Commerce under the following number: 34.30.75.09 (“Brandbook”)

Brandbook.io and the **Organisation** hereafter referred to as the “**Parties**”.

Background

- A. Brandbook.io has developed Software called Brandbook Bespoke, with which Users can create, manage, and share a unique online brand manual (the “Software”).
- B. Brandbook.io offers the Software in the form of a Software-as-a-Service (“SaaS”). This means that the user can access the Software via the internet.
- C. The User wants to make use of the Software via the SaaS offering. Brandbook.io wants to offer the User the possibility to do so, under the conditions, specified in this agreement (the “Agreement”).

Agreement

Article 1 — The Software

- 1.1 Brandbook Bespoke is a standard environment unique to the User with a certain limited storage capacity, that serves as a central source for the structured storing and organizing of digital brand manual related assets like logos, typefaces, icons, color palettes, photography, illustrations, files, et cetera, and instructions on how to use these assets.
- 1.2 The Software can consist of multiple Brandbook Bespokes in the same account.
- 1.3 The User will receive an administrative account with a password.
- 1.4 The User can share the public access code to non-administrative and third parties to view the User’s Brandbook Bespoke and download files.
- 1.5 The software is accessible via an direct url. For example: organisation.brandbook.io

Article 2 — Permission for use of the Software

- 2.1 Brandbook.io gives permission to the User to use the Software. This permission is not exclusive and cannot be transferred to third parties by the User.
- 2.2 The User is only allowed to use the Software in accordance with its designated purpose. If the User wants to use the Software for any other purposes other than the one specified in this Agreement, the prior written consent of Brandbook.io is required.

Article 3 — Prices and Payments

- 3.1 The User pays a one-time Setup Fee and a yearly Maintenance & Support Fee per Brandbook Bespoke, for the use of the Software. All prices do not include applicable Dutch VAT or other levies required by the relevant authorities.
- 3.2 Brandbook.io offers the development of dedicated or custom features within the Software. The cost of this custom development is determined by the scope of the request and is subject to a separate written Agreement with the Parties.
- 3.3 The User will make payments to Brandbook.io on the basis of a yearly payment period. The User ensures that the amount specified therein is paid within 30 days after the invoice date.
- 3.4 The User will automatically be in default if the payment by the User is not received within the payment period; a notice of default is not required. Brandbook.io can terminate the Agreement with a 14 day written notice period if the User is in default. Brandbook.io can charge EU statutory interest rates for late payment.
- 3.5 Brandbook.io is allowed to adjust the prices on a yearly basis, in accordance with the inflation levels.
- 3.6 Brandbook.io is allowed to change the prices in case of a material change of this Agreement or any extension of this Agreement.
- 3.7 The User will be notified of any change in the prices at least 30 days prior to the start of the next billing period.

Article 4 — Duration, extension, and end of the Agreement

- 4.1 Parties enter into this Agreement for an indefinite amount of time.
- 4.2 For the duration of this agreement the Parties are allowed to terminate the Agreement, in writing, at least 14 days prior to the start of the next billing period.
- 4.3 Brandbook.io has the option to terminate this Agreement if the User does not meet the obligations outlined in Article 6 under the heading “Obligations of the User”. In this case, the User will be given 14 days written notice to comply with the obligations. Failing to comply will result in termination of this agreement with a prorated refund for the time remaining in the billing period.
- 4.4 Upon termination of this Agreement, the User has the possibility to request an archive of all data that has been collected, processed and saved by means of the Software (the “Data”). This archive does not include the Software itself, notably, the Software’s presentational and interactive elements are not included in the archive.

- 4.5 After termination of this Agreement, the User no longer has access to the Software and the Data that has been added to the Software.
- 4.6 After termination of this Agreement, the User's Brandbook Bespoke(s) will be archived for a period of one year. The User can reactivate their Brandbook Bespoke(s) during this year by entering into a new Agreement with Brandbook. One year after termination of this Agreement, the User's Brandbook Bespoke(s) (including all Data) will be permanently deleted and cannot be reactivated without the User re-adding the Data manually. The User can request in writing to have the Data permanently deleted when this Agreement is terminated.

Article 5 — Obligations resting on Brandbook.io

- 5.1 Brandbook.io shall ensure that the Software will be kept available for use for the entire duration of this agreement. Brandbook.io shall keep the Software available 24 hours a day, 7 days a week. If the Software becomes unavailable, Brandbook.io will restore the Software as soon as practically possible.
- 5.2 Brandbook.io shall ensure that the Software is secure as outlined in Brandbook.io's Security Policy.
- 5.3 Brandbook.io can update the Software for maintenance purposes or in order to improve the Software. An "Update" means: fixing known errors and implementing improvements in the Software's functionality.
- 5.4 Brandbook.io offers a help desk. The User can contact the help desk for personalized technical support and in order to report any error they may encounter. The Brandbook.io help desk can be contacted using support@brandbook.io. If necessary a phone or video call can be arranged. Brandbook.io will respond within 2 business days.
- 5.5 If an error has been caused by a malfunction in the Software, Brandbook.io will fix the error free of any charge. An "error" means: a mistake in the Software which causes the Software in its entirety not to function in accordance with what is agreed upon in this agreement.

Article 6 — Obligations of the User

- 6.1 It is the User's responsibility to ensure the functioning and maintenance of the internet connection, internal networks, and other IT-systems, that form the necessary requirements for operating the Software. Brandbook.io is not liable for any error relating to one of the aforementioned matters. If the User uses the Software in an inadequate manner, thereby causing an error, Brandbook.io shall not be held liable.
- 6.2 The User will use the Software in accordance with the applicable legal norms, including but not limited to, respecting the intellectual property rights and licenses of files and text that are added to the Software.
- 6.3 The User may not add Data to the Software that is illegal, racist, discriminating, inappropriately pornographic or has an extremist character.
- 6.4 The User may not use the Software in any manner that would go against the main purpose of the Software as specified in this agreement (which can be found in Article 1 under the heading "The Software"). Brandbook.io cannot be held liable for any damage which is the result of any form of such an incorrect use of the Software.

- 6.5 The User is not allowed to:
- a. provide the Software or to make the Software available to third parties without the prior written consent of Brandbook;
 - b. create any new legal rights relating to the Software;
 - c. hand out licenses that give third parties a right to use the Software; or
 - d. to create new Software derived from / based on the Software offered by Brandbook.io or (try to) create a competing version of the Software.

Article 7 — Data

- 7.1 The User is the exclusive owner of all data which is collected, processed or stored, by means of the Software (the “Data”). Brandbook.io does not need prior consent from the User in order to access the Data. The User is responsible for the data and ensures that this is in accordance with the applicable legal regime, including but not limited to, respecting the intellectual property rights and licenses of Data that is added to the Software.
- 7.2 The Data will be stored on servers within the EU. Brandbook.io’s Security Policy outlines the steps Brandbook.io takes to keep the Data secure.
- 7.3 Brandbook.io will make a backup of all the Data that has been processed by the Software, on a daily basis. This backup is used to restore the Software in case Data is lost by a malfunction in the Software or a malfunction in the third party services Brandbook.io employs to make the Software available (e.g. hosting provider).

Article 8 — Transferability

- 8.1 The User is not allowed to transfer any legal rights or obligations arising from this Agreement to third parties without the explicit prior written consent of Brandbook.

Article 9 — Liability

- 9.1 The User indemnifies Brandbook.io for all costs it has made in order to enforce the obligations resting on the User, arising from this Agreement.
- 9.2 Brandbook.io is not liable for the content of the data that the User has collected, saved or processed by means of the Software (the “Data”). The User indemnifies Brandbook.io for all claims by third parties relating to the Data that the User has added to the Software.
- 9.3 Brandbook.io is not liable for any damage which is caused by inadequate use of the Software. Brandbook.io is only liable for direct damages that are unequivocally and demonstrably caused by a shortcoming in the Software.
- 9.4 The liability of Brandbook.io is limited to a maximum sum of €5000, or the maximum amount paid out by Brandbook.io’s insurer.
- 9.5 Brandbook.io shall not accept any liability whatsoever to the extent legally permissible, in particular for indirect or subsequent damages such as profits foregone, savings not realized or third-party claims.
- 9.6 Brandbook.io is not liable for any damages in the case of force majeure. If the force majeure takes place for a period

that exceeds 14 days, the Agreement can be terminated by either Party in writing with immediate effect. In this case, the Parties have no right to recover damages.

- 9.7 The limitations set out in this article do not apply if damage is the result of a deliberate act or gross negligence from Brandbook.io's side.

Article 10 — Nullity

- 10.1 If any part of this Agreement is void or voidable, this does not affect the validity of the remainder of these conditions. The invalid or unenforceable part shall be replaced by a provision that most closely follows the content of the invalid provision.

Article 11 — Closing provision

- 11.1 Changes to this Agreement are only valid if they are in writing.
- 11.2 All documents added to this Agreement as an annex form an integral part of it.
- 11.3 This Agreement replaces all previous agreements between the parties on the subject matter of this Agreement.

Article 12 — Applicable law and disputes

- 12.1 This Agreement is governed by the law of the Netherlands.
- 12.2 In the first instance, Brandbook.io and the User will try to resolve all disputes arising between them in connection with this Agreement in mutual consultation. In the absence of a mutual understanding, all disputes that may arise from this Agreement will be subject to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.