

## **Gekko User Agreement**

This legal agreement between you and Gekko Werkmaatschappij BV, ("Gekko BV"), governs your use of the online service Gekko ("Gekko").

### **1. Requirements for use of Gekko**

Gekko is available for companies registered at the Chamber of Commerce in the Netherlands and can be used by legal representatives of those companies.

Gekko is only available to users in the Netherlands and both the use of Gekko and this agreement is guided by Dutch law. Users outside the Netherlands are not explicitly excluded from the use of Gekko but use of Gekko is at their own risk and users outside the Netherlands agree that Gekko BV cannot and will not be held liable for any damages related to the use of Gekko and cannot derive any rights from this agreement.

Use of Gekko requires compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. High-speed Internet access is strongly recommended for regular use of Gekko. The latest version of required software is recommended to access Gekko and may be required for certain transactions or features. You agree that meeting these requirements, which may change from time to time, is your responsibility. Gekko is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to Gekko.

### **2. Your account**

As a registered user of Gekko, you may establish an account ("Account"). Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify Gekko BV of any security breach of your Account. Gekko BV shall not be responsible for any losses arising out of the unauthorized use of your Account.

You agree to provide accurate and complete information when you register with, and as you use, Gekko ("Gekko Registration Data"). You agree to update your Gekko Registration Data to keep it accurate and complete. You agree that Gekko BV may store and use the Gekko Registration Data you provide for use in maintaining and billing fees to your Account.

You also agree that your Gekko account is non transferable and can only be used by you.

### **3. Privacy**

Gekko is subject to Gekko BV's Privacy Statement as posted on [www.getgekko.nl](http://www.getgekko.nl)

### **4. Content of Gekko and available services**

A. Gekko features many features which are best defined, but not limited to 4 categories:

1. Invoicing: creating, sending, storing and maintaining invoices. and viewing older invoices up to two years back.
2. Costs: creating storing and maintaining cost items, and viewing older cost items up to two years back.
3. Customers and projects: creating, storing and maintaining customer and project information

#### 4. Hour registration: storing and invoicing of hours up to two years back

B. Gekko BV continuously changes, improves and removes services and features to improve the user experience. Gekko BV therefore reserves the right to change, add or delete content options and (including eligibility for particular features) without notice. For further information or concerns about closed captioning in specific content within Gekko, please contact us via email ([info@Gekkolab.nl](mailto:info@Gekkolab.nl))

#### 5. Use of Gekko

A. You agree to use Gekko only for its intended purpose in accordance with this agreement.

B. Gekko BV recognizes two different kinds of users (“Users”) of Gekko: Gekko Basic users (“Basic Users”) and Gekko Premium (“Premium Users”).

C. Basic Users are provided a free service as specified in article 4 and classified as Basic services by Gekko BV if they fully apply to all the requirements and criteria set in article 1 and article 2. Premium Users are provided a paid service as specified in article 4 and classified as either Basic or Premium services by Gekko BV if they fully apply to all the requirements and criteria set in article 1 and article 2.

D. Basic Users are allowed to upgrade their account and become Premium Users at any time. The additional services that will be provided will be specified when switching to a Premium account.

E. Any information stored on Gekko by the User, will remain the property of the User. Gekko BV however is free to use this data as long as Gekko BV does not share this data with other parties without explicit consent and in adherence with the Gekko BV's Privacy Statement.

F. Any information or data stored in Gekko by Users, will remain available on Gekko for a minimal of two years. After this time the data stored on Gekko may be archived by Gekko BV. Archived data will no longer be available to Users and Users will no longer be able to use, manipulate, download, or otherwise view archived data.

G. In case Gekko BV has to archive your data after the minimal holding period of two years has passed, Gekko is obliged to notify Users about the impending archiving no less than six weeks in advance via email. During these six weeks, the user will have the opportunity to make a full download and backup of all the data stored in Gekko.

H. In case a User requests access to archived data, Gekko BV will provide access to archived data if the data is still available, but is allowed to charge a nominal fee for this service.

#### 6. Premium users

Specific additional rules with regard to payments guide Premium users when using Gekko.

Premium users have a paid subscription to Gekko. Payments are automatically executed by Gekko BV via the credentials provided by the Premium user until the cancellation of the Premium account. In case Gekko BV cannot execute the payment for whatever reason, Gekko can decide to terminate the Premium account without any prior notification.

In case of objections by the Premium users, Gekko BV may cancel or refund any of the payments made to Gekko BV. Grounds for refunds of transactions will be determined on a case to case basis by Gekko BV and no rights can be claimed from any previous instances in which Gekko BV refunded transactions. The Premium user accepts that the following grounds are specifically barred from refunding by Gekko BV:

A. Mistaken purchase by the Premium user

B. Incorrect setup of account

C. Incorrect cancellation of a Premium account

- D. Not being able to use the account via no fault of Gekko
- E. Not being able to qualify as User under the terms and conditions of this agreement
- F. Any reason that is covered under article 9 of this agreement.

## **7. Intellectual property**

You agree that Gekko, including but not limited to Gekko's and Gekko BV's products, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement Gekko, contains proprietary information and material that is owned by Gekko BV and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of Gekko in compliance with this Agreement. No portion of Gekko may be reproduced in any form or by any means, except as expressly permitted in these terms. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on Gekko in any manner, and you shall not exploit Gekko in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

Notwithstanding any other provision of this agreement, Gekko BV and its licensors reserve the right to change, suspend, remove, or disable access to any part of Gekko, or other materials comprising a part of Gekko at any time without notice. In no event will Gekko BV be liable for making these changes. Gekko BV may also impose limits on the use of or access to certain features or portions of Gekko, in any case and without notice or liability.

All copyrights in and to Gekko (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) and related software are owned by Gekko BV and/or its licensors, who reserve all their rights in law and equity. The use of the software or any part of Gekko, except for use of Gekko as permitted in this agreement, is strictly prohibited and infringes on the intellectual property rights of others and may subject you to civil and criminal penalties, including possible monetary damages, for copyright infringement.

Gekko BV, the Gekko BV logo, Gekko, and other Gekko BV trademarks, service marks, graphics, and logos used in connection with Gekko are trademarks or registered trademarks of Gekko BV in the Netherlands and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with Gekko may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

## **8. Termination of this agreement**

If you fail, or Gekko BV suspects that you have failed, to comply with any of the provisions of this Agreement, Gekko BV, at its sole discretion, without notice to you may: (i) terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and/or (ii) terminate the license to the software; and/or (iii) preclude access to Gekko (or any part thereof).

Gekko BV reserves the right to modify, suspend, or discontinue Gekko (or any part or content thereof) at any time with or without notice to you, and Gekko BV will not be liable to you or to any third party should it exercise such rights.

## **9. Disclaimer of warranties**

Gekko BV does not guarantee, represent, or warrant that your use of Gekko will be uninterrupted or error-free, and you agree that from time to time Gekko BV may suspend Gekko services for

indefinite periods of time, or cancel Gekko services at any time, without notice to you.

You agree that your use of, or inability to use, Gekko is at your sole risk. Gekko and all products and services are without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Because some jurisdictions do not allow the exclusion of implied warranties, the above exclusion of implied warranties may not apply to you.

In no case shall Gekko BV, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of any of Gekko or for any other claim related in any way to your use of Gekko, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content (or product) posted, transmitted, or otherwise made available via Gekko, even if advised of their possibility. Because some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, Gekko BV's liability shall be limited to the extent permitted by law.

Gekko BV shall use reasonable efforts to protect information submitted by you in connection with Gekko, but you agree that your submission of such information is at your sole risk, and Gekko BV hereby disclaims any and all liability to you for any loss or liability relating to such information in any way.

Gekko BV does not represent or guarantee that Gekko will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and Gekko BV disclaims any liability relating thereto. You shall be responsible for backing up your own information that you stored on Gekko.

## **10. Waiver and indemnity**

By using Gekko, you agree, to the extent permitted by law, to indemnify and hold Gekko BV, its directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of your breach of this agreement, your use of Gekko, or any action taken by Gekko BV as part of its investigation of a suspected violation of this agreement or as a result of its finding or decision that a violation of this agreement has occurred. This means that you cannot sue or recover any damages from Gekko BV, its directors, officers, employees, affiliates, agents, contractors, and licensors as a result of its decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to Gekko, or to take any other action during the investigation of a suspected violation or as a result of Gekko BV's conclusion that a violation of this agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this agreement.

## **11. Changes to this agreement**

Gekko BV reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of Gekko. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of Gekko will be deemed acceptance thereof.

## **12. Miscellaneous**

This Agreement constitutes the entire agreement between you and Gekko BV and governs your use of Gekko, superseding any prior agreements between you and Gekko BV. You also may be subject

to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Gekko BV's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. Gekko BV will not be responsible for failures to fulfill any obligations due to causes beyond its control.

Gekko is operated by Gekko BV from its offices in the Netherlands. You agree to comply with Dutch national law and regulations that apply to your use of Gekko. All transactions on Gekko are governed by Dutch law, without giving effect to its conflict of law provisions. You expressly agree that exclusive jurisdiction for any claim or dispute with Gekko BV or relating in any way to your use of Gekko resides under Dutch legislation.

Gekko BV may notify you with respect to the Gekko by sending an email message to your Account email address or a letter via postal mail to your Account mailing address, or by a posting on Gekko. Notices shall become effective immediately.

Gekko BV reserves the right to take steps Gekko BV believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement.