

General terms and conditions Picoo

SECTION I - GENERAL

Article 1: Terms used in these general terms and conditions

The terms used in the general terms and conditions shall have the meanings given below:

- We/Us/Our/Ourselves: Infinite Play B.V., (registered with the Chamber of Commerce under number 76929639), also trading as Picoo (registered with the Chamber of Commerce under number 76929639).
- Customer: any person (or legal entity) to whom we address an offer, with whom we enter into an agreement and any person (or legal entity) with whom we have a legal relationship.
- Consumer: any natural person who purchases a product from us for his own use and not on behalf of a company or business.
- Renter: any person (or legal entity) to whom we address an offer to rent, with whom we enter into a rental agreement and with whom we have a legal relationship as referred to in SECTION III – RENTAL.
- Product: all goods delivered or rented to the Customer under these general terms and conditions, as well as all tasks and services performed by us for the Customer.

Article 2: Applicability of these general terms and conditions

These general terms and conditions shall apply to all offers, agreements (including purchase and rental agreements) and legal relationships between us and the Customer, unless it has expressly been agreed in writing (e.g. by e-mail) that these general terms and conditions do not apply (or do not apply in part). Our general terms and conditions shall take precedence over the Customer's general terms and conditions at all times.

We shall enclose our general terms and conditions whenever we provide a quotation to the Customer. The terms and conditions can also be found on our website www.picoo.nl/legal/, where they can be saved and printed.

Article 3: Liability

We shall at no time be liable for direct or indirect damage, unless this is the result of intentional acts or gross negligence. Should we nevertheless be liable for any damage, our liability shall be limited at all times to direct damage to goods or persons and shall never extend to any trading loss or other consequential damage or losses, including loss of income. We shall only be liable for direct damage suffered by a Customer due to the delivery of a defective Product by us. Our liability shall not exceed the value of the invoice.



Article 4: The Product

All of the images on our website present the best possible picture of our Products. If the actual Product does not fully correspond to the images in practice, no right to compensation or dissolution of the contract shall arise.

Article 5: Indemnification

We cannot be sued by a third party for damages related to the Product supplied by us. This shall be at the expense of the Customer.

Article 6: Force majeure

If the Customer orders a Product from us and we fail to deliver it on time or in full due to force majeure, we shall not be liable for any damage or loss ensuing therefrom and shall be entitled to alter the agreements made. Force majeure shall include: strikes by our own staff or staff of suppliers we depend on for our Product, staff sickness, fire, flood, water damage, wars and uprisings, epidemics and pandemics, export and import restrictions, business interruptions, energy outages, malfunctions resulting in our website and/or telephone not working, failures by our suppliers to deliver (or deliver on time).

Article 7: Intellectual property

All intellectual property rights, industrial property rights and other rights relating to our products (with the exception of UGC in accordance with Article 8) remain with us. The Customer is expressly prohibited from duplicating, publishing or exploiting our products, with or without the involvement of third parties.

Without prejudice to the provisions of this article, the Customer is entitled, for its own use, to reproduce our products such as (standard) contracts and quotations, which by their nature are intended for such reproduction, and to make them available to third parties. The right of use shall commence after payment has been made by the Customer and the other obligations incumbent on Customer have been met.

The Customer is not permitted to change any indication regarding intellectual property rights, industrial property rights and other rights, brands and trade names from items supplied by us, or to have a third party perform such actions.

Article 8: User-generated content

8.1 User-generated content (hereinafter 'UGC') refers to: all content created by a Customer or user using or intended for our Products, including but not limited to visualisations, prints and designs for Smartsleeves, as well as games, applications and other software developed using tools made available by us, including a software development kit.

8.2 The Customer represents and warrants that UGC created by the Customer: i) does not infringe any intellectual property rights, industrial property rights or other rights of third parties; ii) is not discriminatory, offensive, inflammatory, defamatory, threatening or otherwise unlawful; iii) does not contravene any applicable laws or regulations, including but not limited to the laws and regulations of the Netherlands, the European Union, the United Kingdom and



the United States; iv) does not contain any viruses, malware or other harmful code; and v) is not misleading or does not falsely give the impression of originating from or being approved by us.

8.3 All intellectual property rights in UGC created by the Customer shall remain with the Customer. By sharing UGC via our channels or making it available to other users of our Products, the Customer grants us a non-exclusive, worldwide, royalty-free, transferable and sub-licensable licence to use, reproduce, distribute, publish, modify and display the UGC, to the extent necessary for the provision and promotion of our products and services. This licence shall remain in force even after the termination of the relationship between the Customer and us, unless the Customer revokes the UGC licence and requests in writing that we remove the UGC.

8.4 We are under no obligation to post, publish or otherwise make available any UGC supplied or created by the Customer. Regardless of whether the UGC is posted by us following review, or is posted directly by the Customer via features provided by us, we reserve the right at all times to refuse, remove or make the UGC inaccessible at our discretion and without prior notice. This applies in any event, but not exclusively, if we consider that the UGC contravenes this clause, these terms and conditions or any applicable laws or regulations, or is otherwise undesirable. We shall not be liable to pay compensation to the Customer or to third parties in this regard. Furthermore, we reserve the right to restrict or terminate access for Customers or users who repeatedly post unlawful UGC.

8.5 The Customer shall fully indemnify us against all claims by third parties relating to UGC created or shared by the Customer, including but not limited to claims for infringement of intellectual property rights and claims for unlawful content. The Customer shall compensate us for all losses incurred by us, including reasonable legal costs incurred in this regard.

8.6 If the Customer acts in breach of this clause, we are entitled to restrict or terminate the Customer's access to our products and services with immediate effect, without prejudice to our right to claim full compensation.

8.7 We operate a notice-and-takedown procedure for reporting UGC that infringes the rights of third parties or is otherwise unlawful. The procedure can be found at www.picoo.nl/legal/.

8.8 When making UGC available, we act solely as a facilitating platform. We are not responsible for the content, accuracy or legality of the UGC created by the Customer or other users. The Customer remains solely responsible at all times for any UGC created or shared by the Customer. Insofar as we have reviewed and approved the UGC prior to publication, we shall bear shared responsibility to the extent that the unlawfulness of the UGC should have been apparent to us upon reasonable review prior to publication. This shared responsibility does not affect the Customer's responsibility and liability under these terms and conditions.

Article 9: Transfer of rights

Claims that the Customer has against us cannot, pursuant to Art. 3:83(2) of the Dutch Civil Code, be transferred to third parties.



Article 10: Complaints

Complaints concerning the performance of the agreement must be reported within a reasonable time. Complaints concerning defects must be reported within 14 days of discovery. All complaints must be reported in writing. Our contact details can be found at www.picoo.nl under the heading 'Contact'. We respond to complaints as quickly as possible.

Article 11: Applicable law and disputes

All agreements between ourselves and the Customer and these general terms and conditions shall be governed by Dutch law. All disputes between the Customer and ourselves shall be submitted to the competent court within the District Court of East Brabant.

SECTION II - PURCHASE

Article 12: Supplementary conditions

The following section shall apply to the sale of Products. All provisions of these general terms and conditions shall apply. The provisions in Section II - SALE shall additionally apply.

Article 13: The purchase agreement

If the Customer expresses an interest in purchasing a Product via our website www.picoo.nl or by telephone, we shall draw up a quotation. Once agreement has been provided in writing, we shall send the Product to the Customer.

Article 14: The purchase price

The amounts listed in the quotation do not include VAT. All quoted and agreed prices shall be stated in euros. The prices quoted by us are based on the purchase prices, wages, labour costs and other costs applicable during the quotation period or at the time that the agreement is concluded. We reserve the right to charge the Customer a proportionate price increase if an increase occurs in one or more price-determining factors after the agreement has been concluded.

Article 15: The payment term

The payment term shall be 14 days following receipt of the invoice. That deadline shall be regarded as a final deadline, upon expiry of which the Customer shall be in default. The setting-off of amounts due against claims that the Customer is alleged to have against us is excluded. The Customer shall not be entitled to refuse or suspend fulfilment of its payment obligation on the basis of alleged defects in the Product or for any other reason. In the event that the Customer goes into liquidation, is declared insolvent, files an application for bankruptcy or suspends payments, our claims shall immediately fall due and payable.



Article 16: Delivery

If the Customer orders a Product via our website and we have confirmed the order to the Customer, we shall endeavour to dispatch the Product to the address provided within five working days. If that is not possible, we shall let the Customer know. The stated delivery times shall never be strict deadlines and we shall not be liable for any penalty or any other form of compensation if we are unable to meet the agreed delivery time. The costs of delivering the Product shall be borne by the Customer. If the Product is delivered broken, this must be reported to the delivery driver and he/she should be asked to make a note of it.

Article 17: Retention of title

The Product ordered shall remain our property until the full purchase price has been paid. Until then, the Product must remain undamaged and recognisably the same as delivered. If we take back the Product due to a failure to pay in full, we shall be entitled to recover any damages and interest from the Customer.

Article 18: Our return policy

The Customer shall be entitled to terminate an agreement relating to the purchase of a Product within a 30-day cooling-off period, without giving reasons. This cooling-off period shall commence on the day the Customer has received the Product. During the cooling-off period, the Customer shall treat the Product and its packaging with care. The Customer shall only unpack or use the Product to the extent necessary to establish the nature, characteristics and functioning of the Product. The basic principle here is that the Customer is only permitted to handle and inspect the Product in the way he/she would be allowed to do in a shop. The Customer shall be liable for depreciation of the Product resulting from any handling of the Product that extends beyond that which is permitted under this article. The Customer shall bear the direct costs of returning the Product. This provision gives effect to the legal right of withdrawal to which the Consumer is entitled.

Article 19: Warranty

The Product delivered by us will meet the usual requirements and standards that can reasonably be applied to it at the time of delivery and are intended during normal use. In all cases, normal use is understood to refer to use in accordance with the safety guidelines and safety warnings supplied with the Product. We guarantee that the Product delivered by us will comply with the agreement for a period of 12 months. For associated batteries, a warranty period of 6 months shall apply. Our obligations under the warranty shall not extend beyond repairing or replacing a Product, or part thereof, free of charge, at our discretion and within a reasonable period to be determined by us.

SECTION III - RENTAL

Article 20: The rental agreement

The following section shall apply whenever Products are rented out. All provisions of these general terms and conditions shall apply. The provisions in Section III - RENT shall additionally apply.

Article 21: The Renter

The Renter must ensure that the rented Product is not altered externally or internally. This also applies to the software and electronics of the rented products.

The Renter must be at least 18 years old and legally competent to rent a Product from us. In addition, the Renter is not permitted to use the products for commercial purposes.

Article 22: Use of the rented Product

The use of a rented Product shall be at the Renter's own risk. The Product delivered by us will meet the usual requirements and standards that can reasonably be applied to it at the time of delivery and are intended during normal use. The Renter must employ the Product for normal use. In all cases, normal use is understood to refer to use in accordance with the safety guidelines and safety warnings supplied with the Product.

The Renter shall be obliged to use the rented Product in such a way that no hindrance or nuisance of any form is caused to the wider surroundings by or on behalf of the Renter or by the rented Product (or the use thereof). The Renter shall be obliged to take appropriate measures in good time to prevent damage to, in or by the rented Product as a result of frost, precipitation, storm, other weather conditions, short circuit, fire, leakage and the like. If any damage as referred to above should nevertheless occur, the Renter must duly inform us immediately and the Renter shall bear full liability towards us and any third parties affected thereby. We shall be under no obligation whatsoever to maintain, repair or preserve changes and additions made or taken over by the Renter to the rented Product.

Article 23: The rent

The amounts listed in the quotation do not include VAT. All stated and agreed prices shall be in euros. The Renter shall not be entitled to a reduction in the rent or to suspend or offset an obligation to pay or to annul or terminate the rental agreement in the event that the quiet enjoyment of the rental Product is reduced as a result of one or more defects in the rented Product.

The Renter shall not be entitled to any compensation due to unjust enrichment on our part or any third party in connection with changes to the rented Product that have been made or taken over by the Renter or in connection with additions to the rented Product that have not been undone or removed at or after the end of the rental period for whatever reason.



Article 24: The payment term

The Renter shall pay the rent for the full rental period before the rental period begins. That deadline shall be regarded as a final deadline, upon expiry of which the Customer shall be in default. The setting-off of amounts due against claims that the Customer is alleged to have against us is excluded. The Customer shall not be entitled to refuse or suspend fulfilment of its payment obligation on the basis of alleged defects in the Product or for any other reason. In the event that the Customer goes into liquidation, is declared insolvent, files an application for bankruptcy or suspends payments, our claims shall immediately fall due and payable.

Article 25: Rental period

Unless otherwise agreed in writing, the rental agreement shall be entered into for the duration of one week, two weeks or four weeks. In the event that the Renter goes into liquidation, is declared insolvent, files an application for bankruptcy or suspends payments, we shall be entitled to terminate the rental agreement with immediate effect. This shall also apply in the event that the Renter fails to comply with the general terms and conditions.

Article 26: Returning the rented Product

Once the rental agreement comes to an end, the Renter must return the Product within five days. Without prejudice to any written agreement to the contrary between the parties, the Renter undertakes to keep the rented Product in the condition provided by us and to make it available again to us in its original condition when this rental agreement comes to an end. Changes and additions made by the Renter shall not form part of the rented Product and must be undone or removed by the Renter before or at the end of the rental agreement. If the Product is not returned within the agreed period, the Renter shall owe the agreed rental price plus a penalty of €50.00 per day for each day during which the Renter does not return the Product in time.

Article 27: No right of suspension

If we replace or repair a (part of a) Product at the Renter's request, the Renter shall not be entitled to suspend his/her payment obligation unless a non-conformance has arisen.

Article 28: Theft or loss

If the rented Product goes missing, the Renter must notify us within 24 hours. The Renter shall be liable for damages suffered by us as a result of the loss or theft of a rented Product.

Article 29: Compensation

The Renter shall be liable for damage caused to the Product within the period from the time when the Product is received by the Renter up to the time when the Product has been received back by us.

The determination and assessment of the damage shall be entirely and exclusively reserved to us.