

Website and Communications Protocol

Your use of our Website, and the use of e-mail, Skype, cellular texting, What's App and similar communication applications (hereinafter jointly referred to as "E-mail") between you and Winteb are subject to applicability of the terms and conditions of this Website and Communications Protocol (the "Protocol").

The website of Winteb companies (the "Website") is provided for and by:

- Winteb B.V. ("Winteb (HQ)"), a Dutch company with limited liability, having its registered office in Winschoten, The Netherlands, registered with the Dutch Chamber of Commerce with registration number 56801068;
- as well as any directly or indirectly affiliated entities.

References in these terms and conditions to "we / us / our" shall be deemed to be references to either or both of Winteb B.V. and any directly or indirectly related entities. "Winteb" when used, is a reference to Winteb B.V. and any directly or indirectly related entities jointly.

Section 1. The agreement between Winteb and you

1.1. You should only use the Website, if you accept the terms and conditions (the "Terms") of the Protocol. Your continued use of the Website signifies your acceptance of the Terms. If you do not accept all of the Terms, you should not use the Website.

1.2. Any error or omission of any information that we publish on the Website shall be subject to correction, at Winteb' sole discretion.

1.3. You should only use E-mail as means of communication with us, if you accept the Terms. Your continued use of E-mail for communication with us signifies your acceptance of the Terms. If you do not accept all of the Terms, you should not use E-mail for communication with us.

1.4. Communications with us may be monitored or recorded to assist in the improvement of our services.

1.5. Winteb may modify the Terms at any time; we will inform you of any changes by posting an announcement on the Website, or by contacting you through E-mail. If you do not accept any modified Terms, you should stop using the Website, as well as E-mail for communication with us. Your continued use of the Website or E-mail will signify your acceptance of any modified Terms.

Section 2. Copyright and other intellectual property rights

2.1. All information, data and materials used on the Website - and by E-mail as appropriate - are protected by rights, like but not limited to copyrights, design rights and / or trademarks. All these rights are either owned by Winteb or licensed to Winteb by the owner(s) for use with the Website, for E-mail, or otherwise used by Winteb as permitted by applicable law.

2.2. You may:

- a) print or download to a local or virtual (assigned to you) hard disk extracts from the Website for your own personal, non-commercial use; and
- b) copy such extracts to individual 3rd parties for their personal information only, provided that you: acknowledge the Website as the source of the material, (including the Website address (<https://www.winteb.nl>) in the copy of the extract; you inform the 3rd party that the Terms apply to him, her or it and the 3rd party agrees to comply with the Terms; and you recopy the extracted material in complete and unmodified form.

2.3. Any other copying, distribution, storing, framing or transmission of any kind or any sort of commercial use of the material used on the Website is strictly prohibited without Winteb's express written and prior consent.

2.4. Winteb reserves the right at any time at its discretion to withdraw or modify the license set out in 2.2 above.

Section 3. Website disclaimer

3.1. The Website contains general information only and is not intended to constitute specific or general advice. Always consult an expert on any specific problem or matter that you have.

3.2. Whilst we try to make sure that the information contained on the Website is accurate, Winteb assumes no responsibility for such information and disclaims all liability in respect of such information.

Section 4. Linking

4.1. You may not create a hypertext link to the Website, or to Winteb without obtaining Winteb's prior written consent. Should you wish to create a link to the Website or to Winteb, please contact us at info@winteb.nl.

4.2. Winteb reserves the right to take such measures as are deemed necessary to remove any linking or framing to Winteb, or to the Website.

Section 5. Acceptable Use Policy

5.1. You agree to use the Website as permitted by the Terms and for lawful purposes only. In particular, you agree not to:

- a) use the Website to receive, access or transmit material that is obscene, sexually explicit, defamatory, threatening, degrading, racist, in breach of confidence or in breach of 3rd party intellectual property rights (including copyright) or otherwise objectionable or unlawful;
- b) impersonate any person, or entity or misrepresent your affiliation with any person or entity;
- c) access or attempt to access parts of the Website that you are not authorized to access;
- d) interfere with the use of the Website by other users;
- e) use the Website to gain unauthorized access to other computer systems or interfere with services to other hosting providers, networks or websites;

f) use the Website to knowingly or recklessly transmit material (including viruses) or otherwise use the Website so as to cause harm to the Website, to Winteb or other users or which is likely to bring the Website or Winteb into disrepute; or

g) intentionally violate any other applicable law or regulation while using the Website.

Section 6. Limitations, security and applicability of 3rd country laws

6.1. We will do our best to maintain the operation of the Website in accordance with the Terms. However, we cannot guarantee that the Website will be technically suitable for viewing on your computer, tablet or other device that you might use to access our Website, or that the Website will be delivered to you uninterrupted in a timely manner, secure and / or error-free.

6.2. You are responsible for providing all computer equipment, mobile phone or tablet equipment and telecommunications service required to use the Website. We cannot and do not accept any responsibility for such and cannot guarantee the continued availability of services involved in providing the Website to you.

6.3. Your access to the Website may be occasionally restricted due to events beyond our reasonable control or to allow for repairs, maintenance or the introduction of new facilities or services. Where this happens, we will attempt to restore the Website as soon as we reasonably can.

6.4. The Website contains or may contain links to other websites and to material contained on other websites. Winteb is not responsible for the privacy practices and / or content of such other websites and to the extent permitted by law, disclaims all liability in respect of such content and of any other websites or content which you may be able to access from such websites.

6.5. The Internet is not a secure environment and we cannot and do not guarantee that the Website and the server hosting the Website are free of computer viruses or other harmful applications. We cannot and do not accept any liability for any loss or damage sustained as a result of viruses. We recommend that you regularly update your browser software and use up-to date anti-virus software to ensure that your access to the Website is as secure as possible.

6.6. We follow strict security procedures in the storage and disclosure of information, given by the users of the Website and our clients, to prevent unauthorized access. However, the Internet is not a secure environment and we cannot and do not guarantee the security of any information that you send to us through the Internet.

6.7. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late, or contain viruses. Winteb does not guarantee that E-mails have not been intercepted, corrupted and / or amended, nor that those are virus-free. We cannot and do not accept any liability for any incorrect, incomplete or delayed transmission and / or receipt of (the contents of) E-mail.

6.8. Due to the global nature of the Internet, the information you provide through the Website or through transmission of E-mail, may be transferred in transit to countries outside Winteb's home countries, which countries may not have similar protection to ours in place regarding transmission of E-mail and your information and its use as set out in the Terms.

7. Your responsibility to us

You shall be responsible for any losses, expenses or other costs incurred by Winteb which are caused by your deliberate breach of the Terms.

8. Terminations and Suspension

8.1. Winteb may cancel or suspend your access to the Website if:

a) you breach the Terms or misuse the Website; or

b) you have behaved in a way which objectively could be regarded as inappropriate or is unlawful or illegal or which would bring Winteb into disrepute.

8.2. Winteb may suspend access to the Website, if we reasonably believe that the Website has been or is likely to be misused, and we will notify you accordingly.

8.3. It may be necessary, for reasons beyond our control, to terminate the Website and if this occurs we will endeavor to provide as much notice as is reasonably possible under the circumstances.

8.4. Any termination of the Website or your access to the Website will not affect liability previously incurred by either of us to the other.

9. Privacy Policy

9.1. It may be necessary for us to collect personal information from you. By using our Website you consent to the collection and use of your personal information in the manner set out in the Terms. The types of information collected by us will vary depending on your use of the Website.

9.2. To subscribe for newsletters, news updates and company publications and communications, you need to opt-in on the Website through the Subscribe button, or register with us by supplying your name and e-mail address through: info@winteb.nl. This is not applicable to users, relations and / or 3rd parties already in our communications database, prior to the Terms having become into effect (who / which are considered subscribed). To unsubscribe, please notify us by e-mailing to: info@winteb.nl. You can be unsubscribed at all times.

9.3. Any personal information that we collect from you will only be used by us in accordance with our Privacy Policy, which forms part of the Terms and which is available on our Website. This information will only be used: for the purpose for which you have provided it and to perform services that you have requested; to communicate with you about your use of the Website and / or changes to the Website; to send you newsletters, news updates and company publications and communications which you request or which we believe may be of interest to you and any other purpose which is set out in our Privacy Policy.

9.4. If necessary, we may pass your information between our offices and entities. Our offices are listed on the Website; the list is subject to revision as appropriate. We may employ the services of a 3rd party to help us in certain areas, like but not limited to Website hosting. In some cases, such 3rd party may receive your information. However, at all times Winteb will control and be responsible for the use of your information.

9.5. Apart from the above, we will never pass your personal information to anyone else without your consent unless we are required to do so: by law and / or pursuant to government or regulatory requests; by a law enforcement agency requesting it in connection with the commission of any offence (once we are reasonably satisfied as to the

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circumstances surrounding the request); and / or to protect our Website users and ourselves, or to ensure the proper operation of our systems.

9.6. If your personal or company information changes, please let us know and we will update your, or your company's details, to the extent that we are satisfied that you are allowed to communicate such changes on behalf of your company. This can be done by e-mailing us at: info@winteb.nl.

9.7. The General Data Protection Regulation (GDPR; Regulation (EU) 2016/679 of April 27, 2016 and any subsequent revision thereof) fully applies to this Protocol.

10. Disputes and law

10.1. Winteb will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement you may wish to seek independent legal advice, or use any other appropriate and competent authority to solve the matter.

10.2. The Terms are governed by Dutch law and you and Winteb both agree to submit any dispute to the exclusive jurisdiction of the Dutch courts.

11. Access outside the Netherlands

Winteb cannot and does not guarantee that the Website complies with all foreign and local laws and requirements outside the Netherlands.

12. Miscellaneous

12.1. If any part of the Terms is found to be invalid or unenforceable by a competent court or other appropriate and competent authority, the remaining provisions will continue in full force and effect.

12.2. If you breach the Terms and we ignore this, Winteb will still be entitled to enforce all the Terms at a later date or in any other situation where you breach the Terms.

12.3. The Terms are only available in the English language. You acknowledge that you fully understand and comprehend the contents and scope of the Terms, and you specifically state that, if and to the extent needed, you have sought legal and / or interpretative counsel in order to fully understand and comprehend.

This acknowledgement is made in the **Dutch language** hereafter:

Nederlands: Deze voorwaarden zijn opgesteld in de Engelse taal. U verklaart dat u de inhoud en strekking van het Website and Communications Protocol (dit document; de "Terms") volledig begrijpt en doorgrondt. U verklaart specifiek, waar en voor zover nodig, juridisch en / of interpretatief advies te hebben ingewonnen teneinde de inhoud en strekking van de Terms volledig te begrijpen en te doorgronden.

This acknowledgement is made in the **French language** hereafter:

Français: Cette termes sont disponible uniquement en langue anglaise. Vous reconnaissez que vous comprendre parfaitement le contenu et la portée du site Web et protocole de communication (cette document, les "Terms"), et

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vous déclarez expressément que, si et dans la mesure nécessaire, vous avez demandé un avocat et / ou d'interprétation afin de bien comprendre les Termes.

This acknowledgement is made in the **Spanish language** hereafter:

Español: Estas condiciones sólo están disponibles en inglés. Usted reconoce que comprende totalmente el contenido y el alcance del "Protocolo de Comunicaciones y del Sitio Web" (este documento, los "Términos y Condiciones"), y declara que específicamente y en la medida de lo necesario, ha buscado ayuda y consejo legal y / o de un intérprete, con el fin de comprender completamente estos Términos y Condiciones.

12.4 It is in your sole discretion to determine if you require a 3rd party to provide a translation of the Terms. Winteb shall not be responsible for any costs that you may incur in connection with a request to a 3rd party for a translation of the Terms. Winteb cannot and does not guarantee the accuracy of any translation of the Terms by a 3rd party.

Terms in effect as of 2018

Last Updated: December 2018