

LIVVWORK TERMS OF USE

Overview

We understand you want to know what you can expect from us (and vice versa), and that is why we have drawn up these Terms of Use (**Terms**) for Livvwork. We aim to be transparent, however, if anything is unclear, please let us know.

These Terms are an agreement between Livvwork B.V. (**Livvwork, Us, We, or Our**) and You (**User, Customer, You, or Your**).

This Agreement sets out the general Terms of Your use of Our platform (**Platform**) or services (**Services**).

Where You have agreed to other terms of services with Us, those terms will take precedence over these Terms, where they conflict.

About Us

Livvwork B.V.
Van der Takstraat 8
3071LL Rotterdam
The Netherlands

Represented by: Joost Prins, CEO of Livvwork B.V.

Entry in: Kamer van Koophandel (NL)
Registered Number: 81112882

VAT Number: NL861936735B01

Accounts and membership

By using the Platform and Services, You warrant and represent that You are at least 18 years of age, that you have full authority to enter into these Terms and perform its obligations hereunder. In turn, We warrant and represent that We have full authority to perform the Services under these Terms. If You create an account on the Platform, You are responsible for maintaining the security of your account and You are fully responsible for all activities that occur under the account and any other actions taken in connection with it. Providing false contact information of any kind may result in the termination of Your account. You must immediately notify us of any unauthorized uses of Your account or any other breaches of security. We will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

Because we value great relationships and transparency, the provision of our Services is subject to a compliance check (KYC), following which we may suspend or cancel your account, should we deem the check not satisfactory. You, therefore, warrant and represent that You are in good standing under the laws of the jurisdiction in which You are present, and You have not, or will You enter into any agreement that would prevent You from complying with or performing under these Terms. We may suspend, disable, or delete Your account (or any part thereof) and discontinue any Services if we determine that You have violated any provision of these Terms, any other terms You have agreed to, or that Your conduct or content would damage Our reputation and goodwill. If We delete Your account for the foregoing reasons, You may not re-register for our Services. We may block Your email address and Internet protocol address to prevent further registration.

User content

We do not own any data, information, or material (**Content**) that You submit on the Platform while using the Services. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all submitted Content.

We monitor Content and user interactions and behavior on the Platform by various means including through 'cookies'. We consider the use of some 'cookies' as essential for the delivery of Our Services. This includes 'cookies' that help Us with product analytics so We can quickly and consistently analyze feature usage for customer success. Analytics allow Us to be informed in Our approach to continuously improve the Platform and Services and increase value to users and customers over time. Analytics allow Us to investigate reported problems and proactively detect any bad actors using Our Platform in unintended ways. Analytics allow measurement of the impact of Our product roadmap, Our product development decisions, and Our product integrations with third-party systems (such as our customer relationship management system, our ticketing and customer support system, and other tools we use to serve Platform users). Such 'cookies' are optional for general website visitors but are mandatory for all authenticated Platform users.

We have the right, though not the obligation, to, in Our own sole discretion, refuse or remove any Content that, in Our reasonable opinion, violates any of Our policies or is in any way harmful or objectionable.

Usage restrictions

When using the Platform, You must behave lawfully and appropriately and not abuse the Platform in any way. In particular, while using the Platform and Services, You agree not to:

- access, store, distribute or transmit viruses, malicious code, or other harmful technologies,
- do anything that infringes the intellectual property rights of a third party,
- create one or more accounts for other commercial or illegitimate purposes,
- reverse engineer, copy, modify, data scrape, automate, or re-sell the Platform in any way, or
- do anything unlawful, fraudulent, harmful, threatening, defamatory, discriminatory, or offensive and as such negatively impact Yours or Our public image.

Consequences

If You violate any of the above restrictions or do anything else We reasonably believe to be harmful or illegitimate, We may suspend Your access to the Platform and Services and We may subsequently terminate these Terms. Such termination shall be without liability to You.

Billing and payments

You shall pay all fees or charges to Your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. If auto-renewal is enabled for the Services You have requested, You will be charged automatically in accordance with fees, charges, and billing terms in effect at the time of renewal. We reserve the right to change Services and pricing at any time. If in Our judgement, any of Your payments or transactions constitute a high-risk transaction, We will require You to provide us with all information required by Us, to verify compliance with applicable laws, policies, and procedures. We also reserve the right to refuse You Services.

We may, in our sole discretion, limit or cancel Services purchased per person or entity. These restrictions may include Services requested by or under the same customer account, the same credit card, and that use the same billing and/or shipping address. In the event that We make a change to or cancel any Services, We will notify You by the e-mail and/or billing address/phone number listed on the Platform or provided at the time the Service was requested.

If required as part of the Services you avail from Us, you hereby authorize us to act and hold ourselves out to be Your payment collection agent ("Payment Collection Agent"), and to hold and receive funds on Your behalf, for the limited purpose of facilitating payments for services You may provide to other entities on or off the Platform ("Service Recipients").

In the capacity of Your Payment Collection Agent, Our role shall be limited to transferring payments received from Your Service Recipients to Your designated account(s) either directly, or through its payment partners, and its obligation to pay You is subject to and conditional upon successful receipt of such payments from the Service Recipients. We shall not be liable for any acts or omissions by You in the performance of Your services to Service Recipient, or any unpaid or disputed fees arising out of disputes between You and the Service Recipient. The receipt of funds by Us from Service Recipients on Your behalf, shall be considered and deemed for all purposes to be full and complete payment of funds to You, and Service Recipients shall be relieved of any and all risk of loss immediately upon payment to Us, as if Service Recipients had delivered funds directly to You.

You shall advise Service Recipients that payments to Us will be deemed payment directly to You and will discharge Service Recipients of all payment obligations to You by the amount of the payment received by Us.

Upon receipt of funds from Service Recipients by Us on Your behalf, We shall contemporaneously issue a receipt or confirmation to Service Recipients acknowledging such receipt of funds, and confirming that such receipt is deemed payment to You, and that the Service Recipient shall be relieved of all risk of loss arising from the subsequent transfer of such funds to You.

Accuracy of information

Occasionally there may be information on the Platform that contains typographical errors, inaccuracies, or omissions that may relate to promotions and offers. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information, cancel any Service if any information on the Platform or on any related Services is inaccurate at any time without prior notice (including after You have submitted Your request for a Service). We undertake no obligation to update, amend or clarify information on the Platform including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Platform should be taken to indicate that all information on the Website or on any related Services have been modified or updated.

Backups

We perform regular backups of the Platform and Content and will do Our best to ensure the completeness and accuracy of these backups. In the event of a hardware failure or data loss, We will restore backups automatically to minimize the impact and downtime.

Links to other websites

Although Our Platform may link to other websites, We are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked website, unless specifically stated otherwise. We are not responsible for examining or evaluating, and We do not warrant the offerings of any businesses or individuals or the content of their websites. We do not assume any responsibility or liability for any other third parties' actions, products, services, and content. You should carefully review the legal statements and other conditions of use of any website which You access through a link from this Website. Your linking to any other off-site websites is at Your own risk.

Prohibited uses

In addition to other any other terms agreed to, You are prohibited from using the Platform, Content, or Services: (a) for any unlawful or illegal purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Services and Platform or any related website, other websites, or the Internet. We reserve the right to terminate or suspend Your use of the Platform, the Services or any related website for violating any of the prohibited uses unconditionally.

Disclaimer of warranty

You agree that Your use of our Platform and Services is solely at Your own risk. The Platform and information obtained through the Platform are provided on an "as is" and "as available" basis. We do not provide tax, legal, or accounting advice and are not permitted to engage in the practice of law. We do not act as your attorney, and information given by Us is made for informational purposes only and is not a substitute for the advice of an attorney if such is needed to make decisions about compliance with applicable laws. We take every reasonable effort to ensure our Services are provided to reflect our best understanding of compliance matters related to employment, the information on the platform is not legal advice and is not guaranteed to be correct, complete, or up-to-date.

We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranty that the Services requested on the platform will meet Your requirements, or that the Services requested will be uninterrupted, timely, secure, or error-free; nor do We make any warranty as to the results that may be obtained from the use of the Platform and Services or as to the accuracy or reliability of any information obtained through the Platform and Services or that defects in the Platform and Services will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Platform and Services is done at Your own discretion and risk and that You will be solely responsible for any damage to Your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any Services requested or obtained through the Services or any transactions entered into through the Services. No advice or information, whether oral or written, obtained by You from Us or through the Services shall create any warranty not expressly made herein. You are advised to consult with an attorney, tax advisor, or accountant before accepting these Terms.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will We, Our affiliates, officers, directors, employees, agents, suppliers, or licensors be liable to any person for any indirect, incidental, special, punitive, cover, or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use or content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, fraud, negligence or otherwise, even if We, have been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Our and Our affiliates, officers, employees, agents, suppliers, and licensors, relating to the Services requested on the platform, will be limited to any amounts actually paid by You to Us for the one-month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate You for any losses or failure of its essential purpose.

Service availability

We shall make the functionality of the Platform available to You pursuant to this agreement, and shall use commercially reasonable efforts to always make the Platform available, except for: (i) Scheduled Downtime (of which We shall, to the extent practicable, schedule so as not to adversely affect You); and (ii) as set forth in these T&Cs. We warrant that the Platform shall have an uptime of not less than 99.5% per month (resulting in a downtime of not more than 0.5% per month) (**Service Availability**). You shall bring forth any claim of excessive

downtime by submitting the details of such downtime for our reference. We must receive such claims by the end of the calendar month, following the month in which the alleged downtime occurred. After Our investigation of such claims, should We determine We have not met the uptime requirement set forth herein, You may, as the exclusive remedy, be entitled to a credit of which the issuance shall remain at Our discretion. Any credit shall only be reflected as part of any management fees paid for the Services. We may, at our own sole discretion, announce additional performance targets for the Platform, and shall use commercially reasonable efforts to meet those targets. It is agreed that the additional performance targets may be amended by Us at any time and at its sole discretion and that Our failure to meet those targets shall not entitle You to a refund of any fees paid under any agreement with Us or any Addendum thereto.

Sustainability Commitment

We have the intention to combine economic success with ecological, human, governance, and social sustainability success. In this context, We are committed to evaluating our business practices and taking responsible action in regards to its environmental, social, and corporate governance (ESG) implications.

Therefore, We have the intention to commit to:

- Measuring the carbon footprint of our business activities by using an appropriate assessment framework.
- Evaluating and implementing measures to reduce our carbon footprint as much as possible. Preferably with yearly targets, that include the business model / product implications.
- Achieving Net Zero in a reasonable time frame, compensating for the not reduced calculated emissions.

Anti-slavery Commitment

In the provision of the Services, We shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, and codes from time to time in force, and will reasonably endeavor that each of Our contractors comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, and codes from time to time in force.

Severability

All rights and restrictions contained in these Terms may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render these Terms illegal, invalid or unenforceable. If any provision or portion of any provision of these Terms shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Governing law and Dispute resolution

The formation, interpretation, and performance of these Terms and any disputes arising out of it shall be governed by the laws of the Netherlands. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be subject to arbitration or mediation in the Netherlands, and You shall submit to the arbitration rules of such jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Changes and amendments

We reserve the right to modify these Terms and any policies relating to the Platform or Services at any time. Continued use of the Platform after any such changes shall constitute your consent to such changes.

Acceptance of these terms

You acknowledge that You have read these Terms and agree to all its terms and as set out. By using the Platform or Services requested on the Platform, You agree to be bound by the Terms. If You do not agree to abide by the terms, You are not authorized to use or access the Platform and its Services.

Contact us

For inquiries or requests, please contact us hello@livv.work.

Privacy and data processing

Some of the activities We enable You to perform on the Platform can create a controller-to-processor relationship between us within the meaning of data protection law. This is especially the case where We process information about third-party services You acquire directly. This section will apply in any situation where We process personal data on Your behalf via the Platform as a processor. Any other personal data processing in connection with our Services is covered in our Privacy Policy and, where applicable, other services agreements between You and Us.

You and Us will comply with all requirements of all relevant data protection legislation, such as the General Data Protection Regulation (EU) 2016/679, as applicable to the provision and receipt of the Services. You may act as a controller, and We may act as a processor. In such circumstances, We will process personal data only to the extent necessary to perform Our obligations pursuant to these Terms in accordance with Your instructions.

The subject matter of the processing is personal data processing necessary for the performance of these Terms (or any other services agreement between You and Us). The purpose of the processing is the delivery of Our Services. The duration of the processing is equal to the duration of these Terms (or any other services agreement between You and Us), unless otherwise required by law. The processing shall be carried out by both automated and non-automated means. The personal data relates to Your personnel and includes, but is not limited to (i) their names, social security numbers (or equivalent), passport copies, bank account numbers, salary and tax information, employment status, country of residence, join date; (ii) any other categories of personal data required by applicable law for Us to be able to deliver the Service; and (iii) any other categories of personal data You instruct us to collect on Your behalf via the Platform.

You hereby provide Us with general authorization to engage processors as necessary to deliver the Services and We commit to informing You of any intended changes concerning the addition or replacement of processors, thereby giving You an opportunity to object to such changes, by way of updating Our processor list.

Where You have not objected to a processor appointment within 14 days following a change to the processor list, You shall be deemed to have authorized the change. We shall produce an up-to-date list of processors engaged by Us to deliver the Services to You without undue delay upon written request.

We warrant that the personnel We engage to process personal data on Your behalf in connection with the Services are informed of their obligations in relation to personal data, and that they will process personal data in confidence and in accordance with these Terms and all relevant data protection legislation.

We shall implement technical and organizational measures to keep personal data processed in connection with the Services secure against unauthorized or unlawful processing and against accidental loss, destruction or damage. We shall report any personal data breaches concerning such personal data without undue delay after

becoming aware of such breaches. We shall use our best endeavors to maintain our current ISO27001 certifications for the duration of these Terms.

We shall assist You in responding to any requests made by relevant data subjects which concern the exercise of their rights under data protection legislation. We will also assist You, to the extent necessary, in relation to the security of personal data processing, data breach notifications, data protection impact assessments, and prior consultations with data protection authorities. We will make available to You all information necessary to demonstrate compliance with the obligations laid out in this section.

Upon termination of the commercial relationship between Us and You, We will, at Your choice, delete or return all the personal data processed on Your behalf in connection with the Services to You and delete existing copies unless otherwise required by applicable law.

To the extent data protection legislation, such as the General Data Protection Regulation (EU) 2016/679 (**EU GDPR**) applies to the disclosure of personal data between us, and where either We or You receive such personal data into a country other than a country recognized as 'adequate' by the European Commission: (i) where the EU GDPR applies, then the standard contractual clauses in the Annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 ([EU SCCs](#)) shall apply to all such transfers; and (ii) where the UK GDPR applies, then the EU SCCs shall apply and the International Data Transfer Addendum to the EU Commission standard contractual clauses issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018 ([UK Addendum](#)) shall apply to all such transfers.

The EU SCCs (and UK Addendum, as applicable) are hereby fully incorporated and fully executed subject to the provisions of these Terms. When You disclose personal data subject to the data protection laws such as the EU or UK GDPR to Us and We receive such personal data outside an 'adequate' country, You shall act as the data exporter, We shall act as the data importer and Module Two of the standard contractual clauses shall apply. When We disclose personal data subject to the data protection laws such as the EU or UK GDPR to You and You receive such personal data outside an 'adequate' country, We shall act as the data exporter, You shall act as the data importer and Module Four of the standard contractual clauses shall apply. The optional elements in the standard contractual clauses apply as follows:

- Clause 7 (Docking Clause) shall not apply,
- Option 2 (General Authorisation) of Clause 9 shall apply, and
- the optional language in Clause 11 (Redress) shall not apply.
- For Clause 13 (Supervision), the supervisory authority with responsibility for ensuring compliance by the data exporter with the GDPR with regard to restricted transfers shall be the Dutch supervisory authority;
- For Clause 17 (Governing Law), Option 2 shall apply and in the event that the law of the jurisdiction in which the data exporter is established does not allow for third-party beneficiary rights, the SCCs shall be governed by the laws of the Netherlands.
- For Clause 18 (Choice of forum and jurisdiction), the Parties agree that the courts of the Netherlands shall resolve any disputes arising out of the SCCs.
- The information required by Annex I and II of the standard contractual clauses is set out as follows: Our address is the address set out in these Terms; Your address is the address You specify on the Platform; we can contact each other via the Platform; the activities relevant to the data transferred all relate to the provision or receipt of Our Services; Your role is that of a controller and Our role is that of a processor; both We and You can be contacted via the Platform; the transfer is described in these Terms; personal data shall be transferred on a continuous basis; it shall be retained by Us in line with the requirements of applicable law; the competent authority is the Dutch data protection authority; the technical and organizational measures to ensure the security of the data are those measures We have adopted in the context of our ISO270001 certifications.

Where the UK GDPR applies, You and We agree that the EU SCCs shall apply completed as set out in this clause and be deemed amended as specified by Part 2 of the UK Addendum. In addition, tables 1 to 3 shall be deemed completed with the information set out in this section (as applicable) and table 4 shall be deemed completed by selecting "neither party".