



## Terms and Conditions

These Terms ("Terms") govern the use of the products, websites and Services of [www.gses-system.com](http://www.gses-system.com) ("GSES") listed here (the "Services"). The GSES makes an offer to you by allowing you to subscribe to the Services and/or use or order the Services. You expressly and unconditionally accept these Terms by creating a GSES account, by using the Services, or by continuing to use the Services after being notified of any change to these Terms. Please read and print these Terms and keep these Terms for your records, as the GSES does not warrant that it will keep a copy.

The last change to these General Terms took place on August 15, 2019. The GSES is an abbreviation of: GSES-System.

### 1. PRIVACY

We take your privacy seriously and comply with legal provisions such as the General Data Protection Regulation. The following describes how the GSES handles Data files, any photos, documents, any audio, digital works and any videos that you upload, store or share via the GSES. By using the GSES Services, you acknowledge that you have agreed to these Terms and Conditions and that you have read and understood the privacy policy and you authorize GSES to collect, use and disclose such information as set forth herein. determined. In order to create an account on the GSES and use the Services, we need to collect and process certain information. What information we collect depends on the products and features you use. It may concern the following data:

- a unique ID number associated with your account to identify the associated information;
- your login details, such as the date and time, details about the product you have logged in to, your login name;
- name and contact details, including your first and last name, email address, postal address, telephone number and other similar contact details;
- credentials: passwords, password hints and similar security information used for authentication and access to the account;
- demographic data: data about you, such as your gender, country and preferred language;
- payment data: data necessary to process your payment when you make purchases;
- Services usage data: data about the features you use, the items you purchase, and the web pages you visit;
- device, connectivity and configuration data: data about your device and about the network you use to connect to our platform; a unique identifier assigned to your device, your IP address, your operating system, and your browser version;
- error reports and performance data: data about the performance of the products and any problems you experience with them.

This information may help us diagnose problems with the products you use or Services you purchase. In addition, the data is useful to improve our offer. Depending on your product and settings, error reports may include information such as the type or severity of the problem, details of the software or hardware involved in an error, the contents of files at the time of an error, and information about other software on your device. You are and will remain empowered to make decisions regarding the personal data we collect. You may decline to provide personal information, but if you choose not to transfer information necessary to use our products or services, you may not be able to use it. You have the right at any time to inquire about the data that the GSES has about you. You have the right to request that this data be deleted or changed, or transferred. We use personal data only to provide and improve the products and services we offer, and for essential business operations. This includes working with the products, maintaining and improving the performance of the products, including developing new features, researching and providing customer support. Data remains your property and will only be used anonymously. The GSES is committed to protecting the security of your personal data. We use a variety of security technologies and procedures to protect your personal information from unauthorized access, use or disclosure. For example, we store the personal data you provide in a virtual safe, which is only accessible to you and is stored in secure buildings. When we transfer highly confidential information (such as a credit card number or password) over the Internet, we protect that information by using encryption.

### 2. CONTENT

Our Services enable you to, for example, store or share your Data. We do not claim any ownership rights in this Data. That Data remains your property and you are responsible for it.

**a.** You represent and warrant that for the duration of these Terms you own (and will have) all necessary rights in the content or Data uploaded, stored or shared by you on or through the Services, and that the sharing, using, and storing them through the Services does not violate the rights of others. Although the GSES makes backups from time to time, it does not guarantee that these are always the latest version of the platform and/or the most recent Data and/or other content. We therefore strongly recommend that you make regular backups of your own Data. The GSES is not responsible for the aforementioned content or Data or material that others upload, store or share through our Services.

**b.** To the extent necessary to provide the Services to you and others (which may include changing the size, shape, or format of Data to better store or display it to you), to provide you and the Services and to improve, provide or expand the products and Services of the GSES, you grant the GSES the right to copy, store, transmit anonymized content or data uploaded, stored or shared by you -den, rearrange, distribute through communications, and display on or through the Services. Anonymized Data can in no way be traced back to the owner or the object it concerns.

**c.** You guarantee that the content or data uploaded, stored or shared by you is correct and complete.

### 3. CODE OF CONDUCT

**a.** Content, materials or acts that violate these Terms are not allowed. By agreeing to these Terms, you undertake to abide by these rules:

**i.** Refrain from activities that are false or misleading (for example, soliciting money under false pretenses, impersonating someone else, or manipulating Services to falsify game statistics, or influence rankings, ratings, or comments).



- ii. Do not send spam containing GSES logos and/or the GSES Member Certificate and/or references to the GSES. Spam refers to large numbers of unsolicited, unsolicited email, submissions, contact requests, text messages (SMS), or instant messages.
  - iii. Do not intentionally attempt to influence restrictions on access to or availability of the Services.
  - iv. Do not infringe on the rights of others (for example, unauthorized sharing of Data that does not belong to you).
  - v. Refrain from activities that violate the privacy of others.
  - vi. Do not assist others to break these rules.
- b. Enforcement.** We reserve the right to refuse the content or Data uploaded, stored or shared by you if i) restrictions included in the various subscriptions and set for the Service are exceeded or in the absence of such restrictions ii) is acted in violation of Fair Use, in which case the average consumption or use per user is calculated, which outcome will then apply as a limitation. If you fail to comply with any of the obligations listed above under 3a or otherwise violate these Terms, we may take action against you, including (without limitation) stopping the provision of the Services or closing your GSES account with immediate effect, if there is reason to do so, or the blocking of communications (email or instant messaging) to and from the Services. We also reserve the right to remove or remove from the Services any content or data uploaded, stored or shared by you at any time if we are advised that it may violate applicable law or these Terms. While investigating suspected violations of these Terms, GSES reserves the right to review any content or data you upload, store, or share in order to resolve the matter.

#### 4. USING THE SERVICES AND SUPPORT

**a. Your GSES Account.** You need a GSES account to use the Services. Allows you to log in to products, websites and Services provided by the GSES.

**i.** There are different types of accounts:

– **Limited Membership:** this is a (temporarily) free account. By registering you get (temporary) access to various free Services on the GSES platform.

Please note!

- The Limited Membership has/may contain and obtain (paid) features (functionalities) and are subject to (interim) change/deletion.

For the current features, please refer to [www.gses-system.com](http://www.gses-system.com).

- The GSES has no delivery, effort, result or otherwise obligations towards the Limited Membership account.

- The GSES can unilaterally (interim) allow the Limited Membership to become a paid membership/account or otherwise.

- The GSES can unilaterally (prematurely) terminate the Limited Membership, without giving any reason and without returning payment(s) / refund.

- Max. 1 entity and max. 1 login can be linked to a Limited Membership.

- Validity of a Limited Membership is max. 1 year, commencing after account registration.

- The GSES is, in the broadest sense of the word, in no way liable for the use of a Limited Membership account, keeping it online, storing Data, etc. from and on the GSES, any (back) payments to Limited Membership Holders and/or third parties and their (premature) termination.

- No rights can be derived from a Limited Membership (account), its features or otherwise.

- GSES is entirely free to put the Limited Membership on hold and/or suspend and/or remove it (in the meantime).

- GSES is entirely free to publish and use the results of the Limited Membership (publicly).

- The GSES has no delivery effort, performance effort or otherwise obligations to the Limited Membership account.

– **Pro Membership:** this is a paid (limited) account. By registering and (timely) payment(s), you gain access to various Services on the GSES platform.

Please note!

- The Pro Membership has/may contain (extra) - (paid) features (functionalities) and are subject to (interim) change/removal. For the current features, please refer to [www.gses-system.com](http://www.gses-system.com).

- The GSES can unilaterally (interim) - add and/or change and/or remove (paid) features.

- The Pro Membership never has the right to (prematurely) cancel its Pro Membership and/or to request/receive and/or suspend (re)payments to the GSES.

- The GSES has no delivery effort, result effort or other obligations towards the Pro Membership account.

- The GSES can unilaterally (prematurely) terminate the Pro Membership, if GSES is of the opinion that the Pro Membership account does not comply with the (general) Terms, harms the (GSES) norms and values, harms the GSES in any way and/ or for reasons of its own, all without any return of payment(s) / refund.

- Max. 1 entity and max. 1 login can be linked to a Pro Membership. The GSES can unilaterally (interim) - add and/or change and/or delete the (number of) entities and/or (number of) logins.

- Validity of a Pro Membership concerns the duration of the agreed period (1 period is 1 year) with a minimum of 1 period (1 year), commencing after account registration.

- GSES is completely free to publish and use the results of the Pro Membership (publicly).

- The GSES is, in the broadest sense of the word, in no way liable for the use of a Pro Membership account, keeping it online, storing Data, etc. from and on the GSES, any (re)payments to Pro Membership holders and/or third parties and their (interim) termination.

- No rights can be derived from a Pro Membership (account), its features or otherwise



– **Full Membership:** this is a paid account. By registering and (timely) payment(s), you gain access to various Services on the GSES platform.

Please note!

- The Full Membership has/may contain (extra) - (paid) features (functionalities) and are subject to (interim) change/deletion. For the current features, please refer to [www.gses-system.com](http://www.gses-system.com).
- The GSES can unilaterally (interim) - add and/or change and/or remove (paid) features.
- The Full Membership never has the right to cancel its Full Membership (prematurely) and/or to request/receive and/or suspend (re)payments to the GSES.
- The GSES has no delivery effort, result effort or other obligations towards the Full Membership account.
- The GSES can unilaterally (prematurely) terminate the Full Membership if GSES is of the opinion that the Full Membership account does not adhere to the (general) Terms, harms the (GSES) standards and values, harms the GSES in any way and/ or for reasons of its own, all without any return of payment(s) / refund.
- Max. 1 entity and max. 10 logins can be linked to a Full Membership. The GSES can unilaterally (interim) - add and/or change and/or delete the (number of) entities and/or (number of) logins.
- Validity period of a Full Membership concerns the duration of the agreed period (1 period is 1 year) with a minimum of 1 period (1 year), commencing after account registration.
- GSES is completely free to publish and use the results of the Full Membership (publicly).
- The GSES is, in the broadest sense of the word, in no way liable for the use of a Full Membership account, keeping it online, storing Data, etc. of and on the GSES, any (re)payments to Full Member shipholders and/or third parties and their (interim) termination.
- No rights can be derived from a Full Membership (account), its features or otherwise.

– **Special Membership:** for specific Services, for example for a specific sector, GSES can create a Special Membership. This is always tailor-made and GSES is free to offer or not to offer such Special Memberships.

For a Special Membership, separate written agreements are made in addition to these General Terms.

Please note! These General Terms with at least the following points apply at all times:

- The Special Membership has/may contain (extra) - (paid) features (functionalities) and are subject to (interim) change/removal. For the current features, please refer to [www.gses-system.com](http://www.gses-system.com).
- The GSES can unilaterally (interim) - add and/or change and/or remove (paid) features.
- The Special Membership never has the right to cancel its Special Membership (prematurely) and/or to request/receive and/or suspend (re-)payments to the GSES.
- The GSES has no delivery, effort, result or other obligations towards the Full Membership account.
- The GSES can unilaterally (prematurely) terminate the Special Membership, if GSES is of the opinion that the Special Membership account does not comply with the (general) Terms, harms the (GSES) norms and values, harms the GSES in any way and/or for reasons of its own, all without any refund of payment(s).
- Max. 1 entity and max. 1 login can be linked to a Special Membership.
- Period of validity of a Special Membership concerns the duration of the agreed period (1 period refers to 1 year) with a minimum of 1 period (1 year), commencing after account registration.
- The GSES is, in the broadest sense of the word, in no way liable for the use of a Special Membership account, keeping it online, storing Data, etc. from and on the GSES, any (back) payments to Special Membership Holders and/or third parties and the (premature) termination thereof.
- No rights can be derived from a Special Membership (account), its features or otherwise.

**ii.** The GSES Member Certificate is made available to demonstrate that you are actively improving your (sustainability) performance. With the certificate you show that you are part of our community. It is intended for marketing and promotional purposes and is expressly not to be used as a seal of approval without written permission from the GSES.

- **iii.** Create an account. You can create a GSES account by signing up online for the Limited Membership, the Pro Membership, the Full Membership or for a Special Membership offer.

- **iv.** By signing up, you represent that you are of legal age under the standards of your country of residence, or have valid consent.

- **v.** The subscription costs for the Pro and Full Memberships are tiered, based on your turnover. If your turnover increases or decreases, you must report this to the GSES before the annual subscription renewal. If it turns out afterwards that your turnover is lower than your actually generated turnover, you will receive an additional invoice with a correction to the previously invoiced subscription price. You must then pay this additional invoice within three working days, otherwise GSES is entitled to suspend the Services. In the event of a reduction in turnover, no refund and/or reduction will take place. If the Pro Membership has been concluded for 3 years, the costs on an annual basis and are subject to (interim) increases, never to reduction and/or refund. Not even if the Pro Membership holder has a reduction in turnover. The entire period of 3 years must be fulfilled by the Pro Membership holder. If the Full Membership has been concluded for 3 years, the costs on an annual basis and are subject to (interim) increases, never to a reduction and/or refund. Not even if the Full Membership holder has a reduction in turnover. The full 3-year period must be fulfilled by the Full Membership holder.

**vi.** You agree not to use false, inaccurate or misleading information when registering for a GSES account. In some cases, a third party may have assigned you a GSES account.

**i.** Refrain from activities that are false or misleading (for example, soliciting money under false pretenses, impersonating someone else, or manipulating Services to falsify game statistics, or influence rankings, ratings, or comments).



- vii.** If you received your GSES account from a third party, that third party may have additional rights in relation to your account, such as accessing or deleting your GSES account. Please read any additional Terms that the third party has provided to you. The GSES bears no responsibility with regard to these additional Terms. If you are creating a GSES account on behalf of an entity, for example your company or employer, you represent that you have the legal authority to bind such entity to this Terms. You cannot transfer your GSES account to another user or entity. Keep your account information and password secret to protect your account. You are fully responsible for all activities that occur under your GSES account.
- viii.** Use of the account. Your GSES account will only remain active if you use it and make the corresponding payments on time and in full. If this is not met, your GSES account will be considered inactive and will be closed by us. See article 4c for the consequences of closing a GSES account.
- ix.** You can close your GSES account unilaterally. If this happens before the end of the subscription period, you are not entitled to a refund of the subscription fee already paid for the remaining period, with a 3 or 5 year subscription, the entire subscription period must be paid because the rates are specifically based on the subscription period, unless otherwise provided by law or in the context of a specific offer for the Service. If we reasonably believe that your GSES account is being used fraudulently or unauthorized by a third party (for example, as a result of account breach), GSES may suspend your account until you can reclaim ownership of the account. Depending on the nature of the infringement, we may be forced to block access to all or part of the content or data uploaded, stored or shared. If you experience any problems accessing your GSES account, you can contact the GSES for support using the contact details provided on the website.
- b.** In addition to your cancellation right under the "Refund Policy" section below (Section 9g), you may cancel specific Services or close your GSES account at any time for any reason. You can close your GSES account by sending a request to the GSES using the contact details as included on the GSES website. When you ask us to close your GSES account, we will suspend the account for 60 days in case you change your mind. After the 60 day period, your GSES account will be closed. See article 4c below for a detailed explanation of what happens when your GSES account is closed. If you log in again within this 60 day period, your GSES account will be reactivated.
- c.** The moment your Services are canceled or your GSES account is closed (either by you or by us), the following will happen: First, your right to use the Services and your license to use our Platform including any software associated with the Services immediately. Second, we delete or otherwise dissociate from you and your GSES account the uploaded, stored or shared content or data associated with your GSES account (unless we are legally obliged to keep it). As a result, you will no longer be able to access the Services (or the content you have stored on the Services) that require a GSES account. Have a regular backup plan. Third, you may lose access to information you have obtained or to the content or data uploaded, stored or shared.
- d.** The Services require an internet connection. You may also need additional equipment. You are solely responsible for the availability of all necessary connections, subscriptions and/or equipment required for the use of the Services and for paying the costs charged by the provider(s) of your connections, subscriptions and equipment are charged. These charges are in addition to any charges you pay us for the Services. These costs are not reimbursed by us. Check with your provider(s) to determine if such charges apply. If there is something important to report regarding the Service you are using, we will send you such notices and information that we are required by law to provide to you at the email address associated with your GSES account. Customer support for the Services works as follows: if you notice any errors or otherwise have a complaint, please let us know. The contact details for this are on our website.

## 5. USE OF THIRD PARTY APPS AND SERVICES.

Our Services may enable you to access products, Services, websites, links, content, materials or applications of third parties (companies or individuals other than the GSES) ("Third Party Apps and Services") and submit them to to buy. The Third Party Apps and Services may also enable you to store the content or Data you upload, store or share with the publisher, provider or operator of the Third Party Apps and Services. The Third Party Apps and Services may present a privacy policy to you or ask you to accept additional terms of use before you can install or use the Third Party App or Service. Please read those additional Terms and Privacy Policy documents, if any, before acquiring or using any Third Party Apps or Services. Any additional Terms do not change these Terms in any way. The GSES does not license any intellectual property rights to you as part of Third Party Apps and Services. You agree to assume all risk and liability in connection with your use of these Third Party Apps and Services. You agree that the GSES is not responsible for any problems arising from its use. The GSES is not responsible for information provided by third parties. If and insofar as the GSES makes use of Services from third parties, it guarantees compliance with the legal provisions, such as those arising from the General Data Protection Regulation (GDPR). In some cases, the GSES will conclude a processor or processor agreement with you and the GSES will also do so with third parties insofar as they qualify as processors or processors.

## 6. AVAILABILITY OF SERVICES

- a.** The Services, Third Party Apps and Services, or any materials or products offered through the Services may be unavailable from time to time, may be offered on a limited basis, or may vary depending on your region or equipment.
- b.** The GSES strives to keep the Services accessible at all times. However, all online Services occasionally suffer from malfunctions and interruptions due to, for example, force majeure or planned or unplanned maintenance. In the event of a failure or disruption of the Service, you may not be able to access the content or Data uploaded, stored or shared. In any case, we recommend that you regularly back up any content or data that you upload, store or share, whether you store it with the Services of the GSES or that you store it with Apps and Services of Third Parties.

## 7. UPDATES TO THE SERVICES OR CHANGES TO THESE TERMS

- a.** We will give you as much notice as reasonably possible if we change these Terms. We may, among other things, change these Terms if reasonably necessary due to
- (i)** applicable law, including, but not limited to, a change in law;
  - (ii)** any advice and/or court order based on applicable law;
  - (iii)** the development of the Services;
  - (iv)** technical reasons;
  - (v)** operational requirements; or
  - (vi)** changes to the Terms to the benefit of the user (vii) for serious reasons.



We will notify you of the proposed change before it becomes effective, either by email or other reasonable means. We will give you the opportunity to cancel the Services at least 30 days before the change takes effect. Your use of the Services after the changes have taken effect constitutes your full acceptance of the new Terms. If you do not agree to the new Terms, you must stop using the Services and close your GSES account in accordance with Section 4c. We will also expressly point this out to you at the time we notify you of the proposed change to these Terms.

**b.** To use the GSES platform, Windows 8 / macOS High Sierra 10.13 or higher must be installed on your computer. To optimize our service and security, older operating system versions are not supported. We automatically check whether your operating system is suitable for our Services.

**c.** We are continuously improving the Services and may change the Services, remove features from them, or stop providing access to Third Party Apps and Services at any time, for example if our agreement with the third party no longer allows us to make their material available if it is no longer feasible for us to provide the Service, if technology has evolved, or if customer feedback indicates that a change is necessary. We will notify you in advance if a change to the Services would cause you to lose access to Your Content. In the case of paid Services, we will also give you advance notice of other material changes to the Services. Except to the extent required by applicable law, we have no obligation to re-download or replace any materials or applications previously purchased by you. If we completely terminate a paid Service for no reason, we will refund the amounts paid by you in proportion to the remainder of the Service to which you were entitled before the termination.

## 8. SOFTWARE LICENSE

Software License. Software provided by us as part of the Services or used by you to perform the Services is subject to these Terms and/or Third Party Terms, unless a separate GSES license agreement is entered into.

**a.** If you comply with these Terms, we grant the right to use our website, the GSES platform and the software associated with it or therewith on a worldwide basis for the agreed use during the term of your subscription. The software or website that is part of the Services may contain program code from third parties. Any third-party scripts or code linked to from the software or from the website is licensed to you by the third parties who own such code, not the GSES. Notices, if any, regarding third-party program code are included for your information only.

**b.** The software is licensed, not sold, and the GSES reserves all rights in the software not expressly granted by the GSES under these Terms. This license does not give you the right, and you are not permitted, except as expressly permitted by applicable law, to:

- i.** circumvent or bypass technological security measures related to the software or Services;
- ii.** disassemble, decompile, decrypt, hack, emulate, or reverse engineer any software or other aspects of the Services contained in or accessible through the Services, except and only to the extent expressly permitted by applicable copyright law;
- iii.** separate components of the software or Services for use on different devices;
- iv.** publish, copy, rent, lease, sell, export, import, distribute or lend the software or Services unless expressly authorized by GSES;
- v.** transfer the software, software licenses or rights to access or use the Services;
- vi.** use the Services in an unauthorized manner that could interfere with their use by others, or to access any service, data, account, or network;
- vii.** enable access to the Services and/or allow any device authorized by the GSES to be used by unauthorized third party or third party applications.

## 9. PAYMENT TERMS

If you purchase any Services, these payment terms apply to your purchase and you agree to them.

**a. Fees:** If any portion of the Services is charged, you agree to pay such fees. The price quoted for the Services is exclusive of sales tax unless otherwise stated. An overview of the applicable rates or costs can be found on our website. The rates included there are subject to change and subject to any printing and typesetting errors. The GSES therefore reserves the right to change the rates included there at any time. You are solely responsible for the payment of such taxes and other charges. After we notify you that we have not received timely, full payment from you, we may suspend or terminate the Services if you do not immediately make full payment. Suspension or termination of the Services for failure to pay may result in loss of access to and use of your account and associated content.

**b. Your billing account.** When you sign up for a Service, you will be asked to provide a payment method for paying the costs for the Service. The GSES makes use of the payment services of so-called payment providers. By using the Services of the GSES, you agree to make payments through such payment providers. Their general Terms and Conditions expressly apply to the use of the Services of such parties. You will find it on the site of the payment provider of your choice. You may be asked to pay a fee if you choose payment providers that charge extra costs. This will always be specifically stated during the payment procedure. In addition, you agree that the GSES may use updated account information regarding your selected payment method provided by the relevant bank or payment network. You agree to keep your account and the associated data accurate and complete and to inform the GSES by email (for contact details, see the website) in the event of changes so that we or third parties engaged by us (payment providers) complete your transactions and contact you as necessary in connection with your transactions. If you instruct us to stop using your payment method and do not offer another payment method upon notice from us to do so within an appropriate period of time, we will have reasonable grounds to suspend or terminate or not operate your paid Service feed. Changes you make to your billing account will not affect any charges we charged to your billing account before we were reasonably able to process your billing account changes.

**c. billing.** By submitting a payment method to the GSES (i) you represent that you are authorized to use the payment method specified and that you have provided all payment details truthfully and accurately; (ii) you authorize GSES to charge you for the Services or available content through the payment method you provide; and (iii) authorize the GSES to charge you for paid functionality of the Services that you choose to sign up for or use while these Terms are in effect. As noted, we may charge you (a) upfront, (b) at the time of purchase, (c) shortly after purchase, or (d) on a recurring basis with subscription Services. We may charge you the maximum amount that you have approved and we will give you advance notice of changes in the amount periodically charged for subscription Services and, in the event of a price change, give you the opportunity cancel the Services before the price change takes effect. We may charge you at once for more than one of the prior billing periods for amounts that have not previously been processed unless we are prohibited by mandatory law.



- d. Automatic renewal.** If auto-renewal is allowed in your country, your subscription will automatically renew at the end of the term. Before Services are renewed for a new term, we will send you an email reminder and notify you of any price changes in accordance with Section 9h. After we remind you that you have opted in to auto-renewal of the Services, we may automatically renew the Services at the end of the current term of service and charge you the then-current price for the renewal term, unless you have opted in cancel the Services as described below. We will also remind you that we will charge the fee for the renewal of the Services using your chosen payment method, whether already notified to us on the renewal date or provided later. We will also provide you with instructions on how to cancel the Services. You must cancel the Services before the renewal date to avoid being charged for the renewal.
- e. Overview and errors.** The GSES will send you an invoice by email that complies with the legal requirements and with what has been agreed between you and the GSES. You can view and print these. This is the only billing summary we provide you. A VAT invoice may be made available depending on the Service and the country. If we make a mistake on your invoice, we will correct it as soon as possible after you notify us. It is recommended that you notify us within 120 days of an apparent error first appearing on your invoice as it is easier for us to resolve a problem during that time.
- f. Refund Policy.** After registering for a Pro and/or Full Membership, you are entitled to a cooling-off period (a "Cooling Off Period") of fourteen (14) days from the date of purchase, during which you can cancel with or without reason, provided you have not yet registered your account. activated. The Cooling Off Period ends when you activate the Service. After that, no refunds can be made unless mandatory law provides otherwise. When you purchase digital content from us, your right to cancel expires once you start uploading or downloading. Unless otherwise provided by law or in the context of a specific offer for the Service, all purchases of the Services are irrevocable and no refunds will be made. If you believe that the GSES has wrongly charged you, you should contact the GSES and we will investigate the matter. If we offer a refund or a credit, we are under no obligation to offer the same or a similar refund in the future. This refund policy does not affect your rights under applicable law.
- g. Cancel the Services.** The Services are automatically renewed per year for a period of one (1) year unless it concerns natural persons who do not act in the exercise of a profession or business (Consumers as referred to in the Civil Code) in which case the GSES applies the legal rules for extension. If three (3) years has been agreed, then after three (3) years the Services are automatically renewed for a period of one (1) year. Termination of the Services takes place by giving notice at the end of the current contract term with three (3) months' notice. Please refer to the offer describing the Services as (i) you may not receive a refund at the time of cancellation; (ii) you may owe a cancellation fee; (iii) you may be required to pay all fees charged in connection with the Services before the date of cancellation; or (iv) you could lose access to and use of your account if you cancel the Services. If you cancel your Services, your Services will be terminated at the end of the current period of the Service or, if we bill you on a periodic basis, at the end of the period in which the cancellation occurred.
- h. Price changes.** If a fixed term and price applies to the Service offered, then at least this price will remain in force during the term. Prices are subject to (interim) changes / increases.
- i. Payments to you.** If we owe you a payment, you agree to provide us in a timely manner with the accurate information we need to make that payment to you. You are responsible for any taxes and fees that you may owe as a result of this payment to you. If you receive a payment in error, we may recover it. You must also comply with any other Terms that we attach to your entitlement to payments. If you receive a payment in error, we may reverse the payment or demand a refund. You hereby agree to grant your association. We may also reduce payment to you without notice in connection with advance overpayments.
- j. Late payments.** In the event of late payments, you must reimburse us for our reasonable expenses incurred in recovering arrears, including attorneys' fees and other court costs, subject to what is permitted by law. We may suspend or terminate your Services if you fail to make payment in full on time after we send you a reminder – warning you that the Services will be suspended and/or terminated – to make your payment in an appropriate time. You can avoid suspension or termination by making the required payment within the period specified in the reminder. Suspension or termination of the Services for failure to pay may result in the loss of access to your GSES account.
- k.** If you use Services / features with direct delivery, you (automatically) agree that you waive your right of withdrawal / Cooling off period. And you understand and agree that you cannot cancel once it has been agreed upon. If you use your/the Membership immediately after creating a GSES Membership, art. 9.K declared actually applicable.
- i.** In the event of (interim) cancellation/termination, regardless of which party, no refund will be made.

## 11. INTELLECTUAL PROPERTY LAW

- a.** The intellectual property rights of GSES, GSES-System (GSES-Platform), etc. on all products, Services and data carriers (in whatever form, such as -non-exhaustive- documents (in whatever form: book, correspondence, drawing) ing, technical description, report, Agreement, schedule, standards, calculation, model, image, design, tender, product specification, attachment or otherwise), models, moulds, samples and all possible carriers of computer files and computer programs and all possible other documents in the broadest sense of the word) that have been made available to the Client in the context of the Agreement or otherwise, will remain with LYH Holding BV and may not be used by the Client other than in the context of the Agreement.
- b.** The intellectual property rights of GSE-Standard (Global Sustainable Enterprise Standard), GSE-Footprint (Global Sustainable Enterprise Footprint), GSE-Metastandard (Global Sustainable Enterprise Metastandard), etc. on all products, Services and data carriers (in whatever form, such as -not exhaustive- documents (in whatever form: book, correspondence, drawing, technical description, report, Agreement, scheme, calculation, model, image, design, tender, product specification, appendix or otherwise), models, moulds, samples and all possible carriers of computer files and computer programs and all possible other documents in the broadest sense of the word) that have been made available to the Client in the context of the Agreement or otherwise, remain with the Schema owners or LYH Holding BV and may not be used by the Client other than in the context of the Agreement.

## 11. FORUM CHOICE AND LOCATION FOR DISPUTE RESOLUTION

Dutch law applies to the (creation and performance of the) Services. In the event of disputes, the Dutch court has jurisdiction to the exclusion of any other court, unless a mandatory provision provides otherwise. The right to designate the competent court lies with GSES.



## 12. WARRANTIES

Warranties. Except in cases where we have intentionally concealed shortcomings or shortcomings have prevented the use of the Services, we provide the Services "as is", with "all shortcomings" and "as available" and subject to the terms herein. Terms are included. Thus, we do not warrant that the information contained in the Services is accurate or current at all times. You acknowledge that computer and telecommunications systems are not error-free and may occasionally experience periods of down time. We also do not warrant that the Services will be uninterrupted, current, accurate or error-free. We and our affiliates, resellers, distributors, partners and suppliers make no implied warranties, but only express warranties that must be in writing.

## 13. LIMITATION OF LIABILITY

The GSE is not liable for the completeness, accuracy, scope and quality of any content uploaded, stored or shared by or on your behalf or any Data, material or material of any third party, including links to third party websites and activities performed by users. offered. Such content and activities are not attributable to the GSE and do not represent the views of the GSES. The GSES only accepts liability for direct damage up to the amount of the GSES Membership type that you have paid to GSES on time and in full, with a maximum of EUR 10,000 (ten thousand euros) per calendar year. The GSES shall not be liable for indirect, consequential or incidental damages, including but not limited to loss of profits or revenues, business interruption. The GSES shall not be responsible or liable for any failure or delay in performing its obligations under these Terms to the extent that the failure or delay is caused by circumstances beyond the reasonable control of the GSES (such as labor disputes, natural disasters, war or terrorist activity, vandalism, accident or compliance with applicable law or governmental orders). The GSES will try to minimize the consequences of these events as much as possible and fulfill the obligations that are not affected by the circumstances.

## 14. SERVICE-SPECIFIC TERMS

The Terms in articles 1 to 13 also apply to specific Services of the GSES such as Data services or the delivery of workshops, courses and the like. This article contains any Service Specific Terms that apply in addition to the general Terms. If and to the extent provided by the GSES Data services, the GSES does not guarantee the completeness and correctness of the Data. This Data does not belong to the GSES but to third parties for whom the GSES bears no responsibility and over whom the GSES has no influence over the Data. The GSES does not guarantee that the use of the Data is suitable for the purpose intended by the customer of the Data. The GSES is therefore not liable for the delivery of the Data and the use of the Data by the customer. If a workshop, education, course or training is provided by or on behalf of the GSES, the GSES can always demand the payment due before the start thereof. The consequences of a cancellation of participation in a workshop, education, course or training will be governed by what the parties have agreed on in writing, or, failing that, governed by the following arrangement:

- 100% of the costs must be paid if and insofar as the cancellation is no later than 7 calendar days before the day on which the workshop, education, course, training would take place is being done;
- 50% of the costs must be paid if and insofar as the cancellation is no later than 14 calendar days before the day on which the workshop, education, course, training would take place is being done;
- 25% of the costs must be paid if and insofar as the cancellation is no later than 21 calendar days before the day on which the workshop, education, course, training would take place is being done.
- Cancellation up to 21 calendar days before the day on which the workshop, education, course, training would take place can be done free of charge. Any cancellation must be made in writing, failing which no cancellation shall be deemed to have taken place. If, at the sole discretion of the GSES, the number of registrations gives cause to do so, it is entitled to combine the workshop, education, course, training with one or more other workshops, education, courses or training, or to do this at a later date or time. to take place. If and insofar as the GSES decides to do so, there is no right to a refund and/or reduction and/or reimbursement of workshop, education, course and training costs.

## 15. TERMS: THIRD PARTIES

As described in Section 5. May you use or access products, Services, websites, links, content, materials or applications of third parties (companies or persons other than the GSES) ("Apps and Services of Third Parties") and purchase them. By using it, you also agree to the Terms that apply to it. Whereby the GSES General Terms is preferred over the (general) Terms of Third Parties in the event of a conflict of interest.

## 16. OTHER TERMS

E-mails are deemed to have been received at the time of sending, unless proven otherwise. You are responsible for receiving your e-mails, any problems with your e-mail provider are not the responsibility of the GSES.

## 17. AMENDMENTS

The Contracting Party / Membership Holder agrees to these General Terms and (automatically) to any new and/or revised and/or amended and/or supplemented version that GSES declares applicable.

## 18. CONTRACT PARTY

The contracting party with which you enter into an Agreement, to which these General Terms have also been declared applicable, is: GSES Management B.V. (Chamber of Commerce: 75586568), with offices in Rotterdam (Beursplein 37, 3011 AA), the Netherlands. For the sake of completeness, we would like to point out once again that GSES Management B.V. does not own or maintain any GSES Intellectual Property Rights (Standards, Platform(s), Database(s), etc.). The Intellectual Property Rights (of GSES Standards, Platform(s), Database(s), etc.) are entirely owned by L.Y.H. Holding BV in the Netherlands. GSES Management B.V. only acts as the sole contracting party between GSES and the GSES Membership / account holders and Third Parties and NOT L.Y.H. Holding BV

## 19. LANGUAGE SELECTION

If the agreement and/or terms & conditions are in a language other than Dutch, the Dutch versions / language of GSES will prevail