

GENERAL TERMS AND CONDITIONS (B2C)

The Integrators

1. FOREWORD

- 1.1 The Integrators BV is a Dutch limited liability company ("The Integrators") whose efforts are aimed at building open source software, including but not limited to the Xaman app ("Mobile Application"), related products and services (Products and Services) and Operating Network Infrastructure (the "Solutions") to provide the users of the Solutions ("Users") with direct and disintermediated access to the XRP Ledger Protocol Chains ("XRPL-PC"), and all the features that come with it. Currently, the Mobile Application supports the XRP Ledger and Xahau.

2. DEFINITIONS

- 2.1 In these general terms and conditions:

- (a) **Account** means your blockchain account, whether or not generated through the Mobile Application;
- (b) **Terms** means these general terms and conditions;
- (c) **Content** means any information, documentation or material uploaded on the Mobile Application by The Integrators.
- (d) **Devices** means your mobile devices on which you use the Mobile Application;
- (e) **DEX** means the decentralised exchange that lets anyone buy or sell any asset that exists on the XRP Ledger Protocol chains. The DEX is natively present on the XRPL-PC and interaction with the DEX is possible through the Mobile Application
- (f) **Digital Currencies** means encrypted or digital tokens or cryptocurrencies with a certain value.
- (g) **dUNL** means distributed Unique Node List: the (majority) accepted list of nodes on the XRPL-PC voting on transactions to be included in closing ledgers, and so: the nodes deciding on what the state (contents) of the XRPL-PC will be.
- (h) **(dUNL) Validator** means an individual node voting on forward progress on the XRPL-PC

- (i) **End User Licence** means licence following from section 6 of these Terms regarding the end user licence entered into between The Integrators and ser regarding the use of the (Services of the) Mobile Application.
- (j) **FI** means Financial Institution, a regulated company that is prudentially supervised
- (k) **Gateway** means provider issuing IOUs on the XRPL-PC, allowing users to deposit assets to their custodial services, then to issue the equivalent on the XRPL-PC and vice versa.
- (l) **Intellectual Property Rights** means copyrights, database rights, patents, registered and unregistered design rights, registered and unregistered trademarks and all other industrial, commercial or intellectual property rights existing in any jurisdiction;
- (m) **IOU** means any or all tokens in the XRPL.
- (n) **Party** means individually The Integrators or you.
- (o) **Products** means the various products The Integrators offer through the Mobile Application.
- (p) **Mobile Application** means The Integrators' Xaman application;
- (q) **Mobile Application User** means a user that is using the Mobile Application
- (r) **Operating Network Infrastructure** means the nodes & infrastructure used to sustain the XRPL-PC & for the Mobile Application to connect to and to interact with the XRPL-PC.
- (s) **Services** means the various services provided to you by The Integrators through the Mobile Application. The Services include but are not limited to the non-custodial user (Wallet) for the XRPL-PC, the "Xaman Card Order" module, the "Track and Trace" module, the "Xaman Support" module and all other and future products and services (to be) provided by The Integrators through or in addition to the Mobile Application as further specified in section 4.
- (t) **Third Party Services** means services provided through applications and platforms built by third parties which are interacting with the Mobile Application.
- (u) **Tokens** means the combined XRP/XAH and IOUs that are managed on the XRP Ledger or Xahau. It is the general term for values and registrations on the XRP Ledger Protocol chains.
- (v) **Travel Rule Compliance Information** means information that The Integrators need to obtain and process for providing its payment services.
- (w) **Sign Requests** means a 'message' with a proposed transaction to sign to end users by, for instance, but not limited to, The Integrators' third-party service providers, developers and retailers. The delivery method can be (but is not limited to) via QR code and push notification. The end user gets to review the proposed transaction, and if they agree, they

can approve and thus sign the transaction and optionally have the Mobile Application submit it to the XRPL-PC.

- (x) **Solutions** means the open-source software built by The Integrators, including but not limited to the Mobile Application and Operating Network Infrastructure.
- (y) **Wallet:** non-custodial wallet on the XRPL-PC
- (z) **xApps** means in-app applications embedded in the Mobile Application for a streamlined user experience. They add value (tooling, wizards) for end users, using Sign Requests and their Web User Interfaces to help users perform tasks on the XRPL-PC and beyond. xApps can be built, maintained & provided by third-party developers or The Integrators.
- (aa) **XRPL-PC Trust-Lines** means an object owned by a wallet that specifies what address is trusted for which asset code.
- (bb) **Xaman Card:** hardware solution for key management;
- (cc) **Xaman Pro Subscription** means the paid Xaman Pro subscription with additional Products and Services.

3. APPLICABILITY AND EXCLUSIVITY OF THE GENERAL CONDITIONS

- 3.1 By using the Mobile Application and the Services offered through the Mobile Application, you agree to these Terms. That means that you agree to all the rights and obligations stated in the Mobile Application or presented to you through the use of the Services.
- 3.2 These Terms apply to and govern:
 - (a) the access and usage of the Mobile Application and;
 - (b) the Content, Products and Services.
- 3.3 Any other and/or additional terms and conditions other than those expressly set out in these Terms (**Additional Terms**) may apply to particular Products or Services. The Integrators will inform you regarding these Additional Terms on forehand. In case of contradictions and/or inconsistencies between the Terms and the Additional Terms, the Additional Terms will prevail.
- 3.4 You can only deviate from one or more provisions when The Integrators explicitly accept this in writing.
- 3.5 The Integrators have the right to unilaterally amend or supplement these Terms and Additional Terms, which changes will become effective upon notification to you. The Integrators shall be allowed to make any amendments to these Terms / Additional Terms of minor importance, such as

an apparent error, omission or any other comparable amendment, without previously informing you thereof.

- 3.6 In addition, when using Third Party Services through the Mobile Application, you may be subject to specific additional terms and conditions applicable to those Third Party Services ("Third Party Terms"), which will be presented to you through the Mobile Application. The Integrators accept no liability, and you will not hold The Integrators liable for any claims in connection with the Third Party Services.

4. YOUR USE OF THE MOBILE APPLICATION

- 4.1 As a Mobile Application User, you are able to use many Xaman features, like payment requests, signing 3rd party-initiated transactions & sign requests, managing multiple XRPL-PC accounts, and easy access to the DEX.
- 4.2 With the Xaman Pro Subscription, you will be able to make use of additional Products and Services offered through the Mobile Application.

5. INFORMATION ABOUT THE MOBILE APPLICATION AND THE SERVICES

Features of the Mobile Application

- 5.1 The Mobile Application allows for direct access to the XRPL-PC functionalities, Services and Third Party Services. The Mobile Application allows you to create XRPL-PC accounts, send and receive funds, track transactions, check balances and exchange tokens on the XRPL-PC.
- 5.2 To facilitate these (Third-Party) Services, the Mobile Application contains embedded in-app applications ("xApps") offered by The Integrators (such as, but not limited to, the "Xaman Card Order" module, the "Track and Trace" module and the "Xaman Support" module) as well as in-app applications offered by third parties.

Key characteristics and consequences of the XRP Ledger Protocol chains

- 5.3 The Integrators' Solutions and the Mobile Application are completely based on the XRPL-PC and its features. Therefore, before you start using the Mobile Application, you hereby agree to be aware of the following key characteristics of the XRPL-PC:
- (a) The XRP Ledger Protocol chains are decentralised cryptographic ledgers powered by a network of independent peer-to-peer servers. The XRPL-PC hosts the digital assets XRP and XAH, and, among other features, it offers censorship-resistant transaction processing, which means that:

- (i) No individual party can decide which XRPL-PC transactions should succeed or fail, and
 - (ii) No party can “roll-back” or reverse a transaction once it has been completed.
- (b) The XRPL-PC allows for the issuance of non-XRP/XAH tokens that typically represent liabilities or payment obligations (“IOUs”) owed by the issuer itself (“Gateway”) to the IOU holders. Importantly, these IOUs (unlike XRP/XAH) have a counterparty – the Gateway –, which means that IOUs require their holders to trust that Gateways will honour its obligations (i.e. guarantee the redemption of the value represented by a given IOU).
- (c) Note that the XRPL-PC allows Gateways to freeze their non-XRP IOUs to meet regulatory requirements or investigate unusual activities.
- (d) The XRPL-PC has a built-in full-currency decentralised exchange (“DEX”). The DEX allows Gateways to issue IOUs to their customers and allow those customers to trade IOUs on the XRPL-PC.
- (e) The Ripple source code (the code behind the XRPL-PC) is an open-source project and is available under the ISC open-source licence, meaning that anyone can contribute software and propose modifications, additions or changes to the XRPL-PC code base. Such proposals must follow a strict governance procedure (amendments) to be adopted only after gaining widespread acceptance among the dUNL community. As a result, The Integrators cannot solely decide and/or control any modifications either proposed or merged into the XRPL-PC code base, which may or may not indirectly force The Integrators to modify the Mobile Application.

5.4 In virtue of the foregoing, you hereby represent that you have been made duly aware of the above-mentioned key characteristics of the XRPL-PC and, therefore, acknowledge the following:

- (a) Although The Integrators runs and operates XRPL-PC infrastructure, including a validator role that forms part of the dUNL, it cannot guarantee either the liveness and/or security of the XRPL-PC infrastructure;
- (b) The Mobile Application provides an interface to a non-custodial account and interaction with i.a., the XRPL-PC, allowing you to directly transact over the decentralised system itself. This means that The Integrators is not able to act as the custodian, administrator, manager, operator or any other related applicable concept with respect to the XRPL-PC addresses or

accounts either created by you through the Mobile Application or imported by you to the Mobile Application;

- (c) In furtherance of the above, The Integrators is not able to control, authorise, reject, seize and/or censor any of the funds or the XRPL-PC accounts held and/or managed by you through the Mobile Application. In other words, The Integrators is not responsible and cannot be held liable by you for any loss of funds, loss of access to your XRPL-PC accounts, improper management of secrets or private keys, your mistakes and/or ignorance.
- (d) For purposes of providing further clarity, once: (a) a transaction has been signed by you using the Mobile Application or (b) access to funds and or XRPL-PC accounts has been lost; there is no way back, transactions cannot be reversed, and funds cannot be recovered. The Integrators cannot be held liable.
- (e) The Mobile Application allows you to directly interact with the XRPL-PC's DEX, so that you can transact or trade any assets and/or tokens. You herewith represent to be aware that Gateways are statistically prone to issue IOUs that: (a) represent no value, (b) have no liquidity or (c) cannot be redeemed. The Integrators explicitly cannot and will not guarantee the reliability, trustworthiness or liquidity of the IOUs issued by any third-party Gateways. Moreover, The Integrators cannot, at any moment, guarantee that the Gateways will either honour its obligations or even redeem (entirely or partially) the value represented by their IOUs.
- (f) To avoid doubt, The Integrators do not provide investment, tax, or legal advice, and you are solely responsible for determining whether it is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance.
- (g) The Integrators do not provide transaction- or transaction history data. This data is publicly and permanently available on the blockchain.
- (h) Gateways have the right to freeze their IOUs at their sole discretion, which means that you might experience IOU freezing through the Mobile Application without such circumstance being attributable to The Integrators, but to the relevant Gateways. The Integrators cannot unfreeze the IOUs that have been frozen by a Gateway and is not liable for any such event.
- (i) Many components of the software used by The Integrators to provide the Mobile Application are made available under open-source licences, meaning that many independent contributors who are unrelated to The Integrators may participate in the design, development and implementation of such components, which include among others, the translation of the Mobile Application from English into other languages. The Integrators do not take responsibility or accept liability regarding the contributions and/or translations of independent contributors. Likewise, such contributors have not entered into an agreement,

legal or business relationship with The Integrators and, as such, have not undertaken any obligation or responsibility to guarantee or maintain the quality, effectiveness, accuracy and/or fitness of their contributions, nor any potential liability arising in connection therewith.

- (j) The Integrators is currently not (i) a Gateway, (ii) an IOU issuer, (iii) an asset or funds custodian, and (iv) an asset or funds manager or administrator. In this sense, to the extent permitted by applicable law, The Integrators undertake no obligation and accept no liability whatsoever towards you.

6. LICENCE AND ACCESS

- 6.1. During the Term of these Terms, you are granted a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Mobile Application, Content and Services on any mobile device that you own or control (**End User Licence**). The End User Licence only provides for using the Mobile Application, Content and Services as set out in these Terms.
- 6.2 The Mobile Application contains open-source software, the licence terms of which are available on written request to The Integrators.
- 6.3 The End User Licence will immediately terminate upon breach of your obligations under these Terms and/or the applicable Additional Terms or Third Party Terms, if any, unless such breach is curable and is actually and immediately cured by you after you become aware of the breach or The Integrators provide notice of the breach to you. Upon the termination of this End User Licence, you will discontinue all use of the Mobile Application, Content and Services, promptly remove the software regarding the Mobile Application and Services and/or any copies thereof from your mobile devices, and, upon request by The Integrators, certify in writing to The Integrators, that such removal has taken place. These remedies are cumulative and in addition to any other remedies available to The Integrators. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination of the End User Licence agreement and /or these Terms and/or the applicable Additional Terms shall remain in full force and effect.
- 6.4 This End User Licence and the access to the Mobile Application, Content and Services automatically ends in case of termination by you or by The Integrators in accordance with this section 6.
- 6.5 You are not allowed and shall not permit any person or entity to:

- (i) Copy, modify, decompile, reverse engineer and/or disassemble the Mobile Application Content, Products and Services or any documentation comprised in it or provided under these Terms;
- (ii) use the Mobile Application, Content, Products and Services to resell, lease, lend, redistribute, sublicense and/or rent.

Any attempt to do so is a violation of The Integrators' rights. Any breach of these restrictions may lead to damage claims and prosecution.

- 6.6 The Integrators observes sanction laws and regulations in The Netherlands, the European Union and the United States of America and will, therefore, currently not provide its Mobile Application, product and services to Users ordinarily resident or physically located in Cuba, Iran, Syria, North Korea, or the Donetsk, Luhansk or Crimea regions of Ukraine. The Integrators determines the location of a User at its sole discretion. The sanctioned countries can change occasionally, and The Integrators may then immediately implement changes, suspend services and/or terminate existing agreements without prior notification. The Integrators will never be liable for costs and/or damages in such cases.

7. YOUR OBLIGATIONS AND RESPONSIBILITIES

Your responsibilities following the characteristics of the Mobile Application

- 7.1 Due to the characteristics of the Mobile Application as set out in section 5, you hereby agree that you are solely responsible for each of the following actions. The Integrators accepts no liability, and you will not, under any circumstances, try to hold The Integrators liable for any mistakes, mismanagements, negligent conduct, deliberate errors and/or the loss of funds or the loss of access to XRPL-PC accounts, potentially arising in connection therewith. More specifically, but not limited:
- (a) You are solely responsible for maintaining the safety of either or all of the following: (i) your XRPL-PC accounts; (ii) family seeds; (iii) mnemonic keys and/or numbers; (iv) secret numbers and/or private keys; and (v) any other code, secret, password, key, phrase, alphanumeric word, that is somehow associated with your XRPL-PC accounts and the ability to manage the funds contained therein;
 - (b) You shall implement all necessary measures to keep offline backups of the above-mentioned confidential information under (i) to (v) in multiple secure places. The Integrators does not store such information and is not a custodian of your funds and/or XRPL-PC accounts. The Integrators is not able to recover and is not liable with regard to lost funds or XRPL-PC accounts;

- (c) Importantly, you have been made aware and hereby acknowledge that due to security reasons, the Mobile Application does not allow for the export of the above mentioned confidential information under (i) to (v) that has been either created through the Mobile Application or imported from external sources, meaning that whenever you intent to recover your XRPL-PC accounts, you will always be required to do so through the utilisation of your offline backups or otherwise safely stored secrets;
 - (d) You are responsible for maintaining your mobile devices (the “Devices”), as well as the relevant software, up to date and secure, for which you shall observe the following recommendations (if these recommendations are not followed, the Mobile Application can be installed but will not run):
 - 1. You shall, at all moments, install available operating system security updates.
 - 2. You shall not root or jailbreak your Device.
 - 3. You shall not connect your Device to untrusted devices, cables, chargers, WIFI and any other untrusted (hardware) equipment.
 - (e) You are responsible for verifying the reliability, trustworthiness and liquidity of the IUOs that you acquire from Gateways through the Mobile Application. This responsibility includes reviewing each Gateways’ terms and conditions, solvency and potential risk factors, which you must factor in when considering adding XRPL-PC trust-lines to their addresses. Note that the curated recommendation of Gateways and IOUs provided by The Integrators do not relieve you from this responsibility.
 - (f) When you use non-English versions of the Mobile Application, you are responsible for double-checking the correctness and/or accuracy of the relevant translations, as language technicalities may lead to irreversible mistakes (e.g., sending funds to fraudulent addresses) or unintended usage of the Mobile Application.
- 7.2 Regardless of your responsibilities as per this Section, The Integrators has made available a support section, so you can submit your questions and/or concerns regarding the Mobile Application and get assistance from The Integrators, who, to the extent reasonably possible, will be committed to timely provide the requested support.

Your general responsibilities and obligations

- 7.3 You are responsible for your usage of the Mobile Application and Services and shall comply with;
- (a) All The Integrators' instructions, including these Terms and any Additional Terms, if applicable;
 - (b) All applicable laws and regulations, specifically but not limited to the applicable laws and regulations that prevent you from harming or causing harm to The Integrators, the XRPL-PC, other parties legitimately operating on the XRPL-PC and legitimately licensed users.
- In addition, you shall not use the Mobile Application, Products and Services in a manner that could cause damage to The Integrators or third parties.
- 7.4 You guarantee that all information provided to The Integrators is correct, complete, accurate and up-to-date at all times.
- 7.5 You acknowledge that Products and Services offered through the Mobile Application are only offered to you for individual use. You can't and won't use these Products and Services on behalf of a business, a legal entity or another vehicle.

8. USAGE, MAINTENANCE AND SUPPORT

- 8.1 Taking into account that The Integrators cannot guarantee either the liveness and/or security of the XRPL-PC, The Integrators will, in the best interest of the Mobile Application, undertake all reasonable efforts to maintain the availability and quality of such infrastructure.
- 8.2 The Integrators may temporarily put the whole or a part of the Mobile Application, Products and Services out of operation for preventive, corrective or adaptive maintenance or other service reasons. The Integrators shall make reasonable efforts to ensure that the period during which the Mobile Application and Services are out of operation is no longer than necessary.
- 8.3 The Integrators reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Mobile Application, Products and Services (or any part thereof) without notice.

The Integrators may, at its discretion, change the Content or scope of the Mobile Application and Services, including, but not limited to, changing, limiting the usage of, charging for continued usage of (requiring you to opt in before recurring any charges) and/or discontinue any Products, Service or part thereof at any point in time at any location.

- 8.4 The Integrators may continue to provide the Mobile Application, Products and Services using a new or modified version of the software. If and when new versions become available, The Integrators will inform you.

8.5 The Integrators is not obliged to:

- (a) Maintain, modify or add certain features or functionalities of the Products and Services or software specifically for you, or;
- (b) Ensure that Services as part of or for use in connection with the Mobile Application continue to work in a new or modified version of the Mobile Application. If an improved version has been made available to you, The Integrators shall no longer fix errors in the previous version and/or perform maintenance work with respect to a previous version.

8.6 You agree that The Integrators shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Mobile Application, Products and Services as mentioned in section 4.

8.7 These Terms will govern any updates and upgrades provided by The Integrators that replace and/or update the Mobile Application, Products and Services or parts thereof. Unless such update or upgrade is accompanied by separate (licence) terms, which will, in that case, qualify as Additional Terms as defined in these Terms, in which case the Additional Terms will apply.

8.8 Except if explicitly agreed otherwise, the Mobile Application, the Products and the Services are provided as-is, and The Integrators do not provide any warranties in respect of the Mobile Application, the Products and the Services. In particular, The Integrators do not guarantee that the Mobile Application, Products and Services:

- (a) Are free of malfunctions, defects, bugs and other errors, Trojan Horses, malware, and other incidents, including any incidents that lead to corruption or loss of other data;
- (b) Function without interruption;
- (c) Are suitable for your intended usage or any other particular purpose;
- (d) Do not infringe upon any third-party rights, and;
- (e) Shall be adapted to changes in applicable legislation and regulations in time.

8.9 You shall take appropriate measures based on the information provided by The Integrators concerning measures to prevent and limit the effects of malfunctions, defects in the Mobile Application, corruption or loss of data, or other incidents.

9. FEES AND PAYMENTS

9.1 The Integrators have established a fee structure that reflects your usage of the Mobile Application. This structure consists of six tiers:

- (a) **No Fees:** Most transactions within the Application do not incur a fee (refer to Section 9.2).
- (b) **Trading Transactions:** A service fee applies to trading transactions, subject to a minimum fee (see Section 9.3).
- (c) **Fixed Fee Transactions:** Certain transactions are charged a fixed fee in XRP (see Section 9.4).
- (d) **Pathfinding Payments:** These transactions will incur a fee of 0.15 XRP (see Section 9.5).
- (e) **High-Value Service Fee for Transactions Above \$50,000:** Transactions exceeding \$50,000 will incur a service fee (see Section 9.6).
- (f) **High-Value Service Fee for Transactions Above \$100,000:** Transactions exceeding \$100,000 will incur a service fee (see Section 9.7).

9.2 It is important to note that most activities do not attract any fees. These activities include sending and receiving XRP, sending and receiving tokens, cancelling offers, deleting accounts, and minting NFTs.

9.3 For **Trading Transactions**, such as token swaps, Automated Market Maker (AMM) deposits and withdrawals, or trading on the Decentralized Exchange (DEX), a 0.8% service fee is applied based on the transaction volume, with a minimum charge of 0.09 XRP.

9.4 For **Fixed Fee Transactions**, such as NFT trading, AMM Create & Vote, Accountset, Trustset, and Pathfinding services, a fee of 0.09 XRP will be charged per transaction.

9.5 **Pathfinding Payments** will bear a 0.15 XRP fee due to its extreme load on infrastructure.

9.6 Transactions over \$50,000 incur a 0.1% **High-Value Service Fee**.

9.7 Transactions over \$100,000 incur a 0.07% **High-Value Service Fee**.

9.8 Fee Waivers for Xaman Pro Users:

Xaman Pro Users and individuals holding 5,000 or more XAH are eligible for 25 fee-free trading transactions per month or transactions totalling up to \$1,000 in volume.

9.9 Subscription Information:

The Xaman Pro Subscription costs 50 euros annually, or the equivalent in XRP or XAH at the time of payment.

- 9.10 The fees and fee structure are subject to change without prior notice. The most up-to-date fee structure can be found on the Xaman help website at: <https://help.xaman.app/app/getting-started-with-xaman/understanding-the-xaman-service-fee>

10. CONTENTS

- 10.1 All Content available on the Mobile Application, Products and Services is the property of The Integrators.
- 10.2 You only acquire a non-exclusive, non-transferable, non-pledgeable, and non-sublicensable right to use the Content within the mobile application's online environment in accordance with these Terms.

11. LIABILITY

- 11.1 The Integrators shall not be liable for any damages, losses or costs caused by it, its employees and/or third parties that it engages in connection with the Mobile Application, Content, Products and Services or arising out of your access or use or inability to access or use the Mobile Application and Services and any Third Party Services, unless such damages and/or costs have been caused due to wilful intent (*opzet*), deliberate recklessness (*bewuste roekeloosheid*) or gross negligence (*grove schuld*) on the part of The Integrators, its employees and/or third parties engaged by it.
- 11.2 You shall use the Mobile Application and Services as provided by The Integrators for their intended use only as set out in these Terms and relevant instructions, including support instructions. The Integrators is not liable for any damages if you use the Mobile Application, Products and Services for a purpose different from the intended use stated in the instructions.
- 11.3 The Integrators is not liable for any damages that result from
- (a) any use by you of the Mobile Application, Content and Services that is not in accordance with these Terms, the Additional Terms, if any, and the relevant instructions of The Integrators;
 - (b) incorrect, incomplete or unreliable information provided by or on behalf of you, or
 - (c) any acts or omissions of, or on behalf of, you.
- 11.4 Without prejudice to the foregoing provisions, The Integrators shall only be liable for direct damages and costs sustained, which shall in no event exceed the amount of € 50,-.
- 11.5 You will indemnify The Integrators for all damages, costs and other losses The Integrators incur due to any breach of these Terms, Order or other contract by or on your behalf.

11.6 Unless explicitly agreed otherwise, or except where these Terms provide otherwise, any claim against The Integrators will, in any event, lapse after one (1) year from the moment you were or should have been, aware of the claim.

11.7 Nothing in these Terms intends to limit or exclude liability that cannot be limited or excluded by law.

12. TERM OF THESE TERMS

12.1 These Terms between The Integrators and you are established by downloading the Mobile Application on your device, whereby you have accepted these Terms.

12.2 These Terms will continue for as long as you use the Mobile Application.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 All Intellectual Property Rights with respect to the Mobile Application, Content, Products and Services made (available) by The Integrators and any descriptions, technical data, specifications and/or other documents provided to you, will remain the property of The Integrators. Unless explicitly agreed otherwise, nothing in these Terms should be construed as the transfer of any of The Integrators' Intellectual Property Rights to you.

13.2 The Integrators grants you a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence for the term of these Terms to use The Integrators' Intellectual Property Rights insofar as necessary for the usage of the Mobile Application or the access to the Products and Services

14. DATA PROTECTION

14.1 Please see our [Privacy Notice](#) for information on how we process your personal data in accordance with de GDPR.

15. MISCELLANEOUS

15.1 If The Integrators do not invoke the Terms towards you, this does not entail a waiver of any right The Integrators may have.

15.2 The invalidity, nullification or unenforceability of one or more of the provisions of the Terms and any additional Terms, if applicable, does not affect the validity of the other provisions. The Integrators and you will, in the spirit of these Terms, and good faith consultation, replace the invalid or non-binding provision with another provision that is valid and binding and whose legal consequences approach as closely as possible those of the invalid or non-binding provision.

- 15.3 These Terms any additional Terms, if applicable, and your respective rights and obligations hereunder may not be assigned, pledged, transferred or sold by you without the prior written approval of The Integrators. The Integrators may assign, pledge, transfer or sell its rights and obligations under these Terms, and any Additional Terms without your prior written approval.
- 15.4 The headings of these Terms are for convenience only and shall not affect the interpretation of any provision of the Terms.
- 15.5 The singular includes the plural and vice versa, a gender includes all other genders.

16. GOVERNING LAW AND JURISDICTION

- 16.1 These Terms are governed by and construed in accordance with the laws of the Netherlands, with the exclusion of its conflicts of law rules. Applicability of the United Nations Convention on the International Sale of Goods (CISG, 1980) is explicitly excluded.
- 16.2 The competent courts of Amsterdam (the Netherlands) shall have jurisdiction to the exclusion of any other court for all disputes and disagreements arising out or in connection with any of these Terms, including disputes regarding the existence and validity thereof. You shall have one month to object and choose to have the dispute and/or disagreement decided by the competent court according to the law.