



Grid.com B.V.

Applicable Terms & Conditions documents

1. Grid.com B.V. Merchant Terms of Service
2. Grid.com B.V. Payment Terms of Service
3. Grid.com B.V. Software Terms of Service
4. Grid.com B.V. Data Processing Agreement
5. Grid.com B.V. Privacy Policy
6. Grid.com B.V. Acceptable Use Policy
7. Maxem Software Terms of Service

Grid.com B.V.

Merchant Terms of Service

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Welcome to Grid. By signing up for a Grid Account (as defined in Section 1) or by using any Grid Services (as defined below), you are agreeing to be bound by the following terms and conditions (the “Terms of Service”).

As used in these Terms of Service, “we”, “us”, “our” and “Grid” means the applicable Grid Contracting Party (as defined in Section 13 below), and “you” means the Grid User (if registering for or using a Grid Service as an individual), or the business employing the Grid User (if registering for or using a Grid Service as a business) and any of its affiliates.

Grid provides a complete commerce platform that enables merchants to unify their commerce activities. Among other features, this platform includes a range of tools for merchants to build and customise online stores, sell in multiple places (including web, mobile, social media, online marketplaces and other online locations (“Online Services”) and in person (“POS Services”)), manage products, inventory, payments, fulfilment, shipping, business operations, marketing and advertising, and engage with existing and potential customers. Any such service or services offered by Grid are referred to in these Terms of Services as the “Service(s)”. Any new features or tools which are added to the current Services will also be subject to the Terms of Service. You can review the current version of the Terms of Service at any time at [Grid.com](https://www.grid.com).

You must read, agree with and accept all of the terms and conditions contained or expressly referenced in these Terms of Service, including Grid’s Acceptable Use Policy (“AUP”) and Privacy Policy, the Grid API Licence and Terms of Use (“API Terms”) and the Grid Data Processing Addendum (“DPA”) before you may sign up for a Grid Account or use any Grid Service. Additionally, if you offer goods or services in relation to COVID-19, you must read, acknowledge and agree to the Rules of Engagement for Sale of COVID-19 Related Products.

Please read the Terms of Service, including any document referred to in these Terms of Service, for the complete picture of your legal requirements. By using Grid or any Grid services, you are agreeing to these terms. Be sure to occasionally check back for updates.

1. Grid.com B.V. Account Terms of Service

1. Account Terms

1. To access and use the Services, you must register for a Grid account (“Account”). To complete your Account registration, you must provide us with your full legal name, business address, phone number, a valid email address, and any other information indicated as required. Grid may reject your application for an Account, or cancel an existing Account, for any reason, at our sole discretion.
2. You must be the older of: (i) 18 years, or (ii) at least the age of majority in the jurisdiction [Grid.com](https://www.grid.com) you reside and from which you use the Services to open an Account.
3. You confirm that you are receiving any Services provided by Grid for the purposes of carrying on a business activity and not for any personal, household or family purpose.
4. You acknowledge that Grid will use the email address you provide on opening an Account or as updated by you from time to time as the primary method for communication with you (“Primary Email Address”). You must monitor the Primary Email Address you provide to Grid and your Primary Email Address must be capable of both sending and receiving messages. Your email communications with Grid can only be authenticated if they come from your Primary Email Address.
5. You are responsible for keeping your password secure. Grid cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password.
6. Technical support in respect of the Services is only provided to Grid Users. Questions about the Terms of Service should be sent to Grid Support.
7. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Services, or access to the Services without the express written permission by Grid.
8. You agree not to work around, bypass, or circumvent any of the technical limitations of the Services, including to process orders outside Grid’s Checkout, use any tool to enable features or functionalities that are otherwise disabled in

the Services, or decompile, disassemble or otherwise reverse engineer the Services.

9. You agree not to access the Services or monitor any material or information from the Services using any robot, spider, scraper, or other automated means.
10. You understand that your Materials may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. "Materials" means Your Trademarks, copyright content, any products or services you sell through the Services (including description and price), and any photos, images, videos, graphics, written content, audio files, code, information, or other data provided or made available by you or your affiliates to Grid or its affiliates.

2. Account Activation

2.1 Store Owner

1. Subject to Section 2.1.2, the person signing up for the Service by opening an Account will be the contracting party ("Store Owner ") for the purposes of our Terms of Service and will be the person who is authorised to use any corresponding Account we may provide to the Store Owner in connection with the Service. You are responsible for ensuring that the name of the Store Owner (including the legal name of the company that owns the Store, if applicable) is clearly visible on the Store's website.
2. If you are signing up for the Services on behalf of your employer, your employer will be the Store Owner. If you are signing up for the Services on behalf of your employer, then you must use your employer-issued email address and you represent and warrant that you have the authority to bind your employer to our Terms of Service.
3. Your Merchant Store can only be associated with one Store Owner. A Store Owner may have multiple Merchant Stores. You agree to use Grid Checkout for your store. "Store" means the online store (whether hosted by Grid or on a third party website), or any storefront built on top of the Storefront API) or physical retail location(s) associated with the Account.

2.2 Staff Accounts

1. Based on your Grid pricing plan, you can create one or more staff accounts (“Staff Accounts”) allowing other people to access the Account. Each Staff Account must include a full legal name and a valid email account. With Staff Accounts, the Store Owner can set permissions and let other people work in their Account while determining the level of access by Staff Accounts to specific business information (for example, you can limit Staff Account access to sales information on the Reports page or prevent Staff Accounts from changing general store settings).
2. The Store Owner is responsible for: (a) ensuring its employees, agents and subcontractors, including via Staff Accounts, comply with these Terms of Service; and (b) any breach of these Terms of Service by the Store Owner’s employees, agents or subcontractors. The Store Owner acknowledges and agrees that Store Owner will be responsible for the performance of all of its obligations under the Agreement, regardless of whether it sublicenses or subcontracts any such obligations to any third party, including but not limited to any affiliates or subsidiaries of Store Owner.
1. The Store Owner and the users under Staff Accounts are each referred to as a “Grid User”.

2.3 Grid Payments Accounts

2. Upon completion of sign up for the Service, Grid will create a Grid Payments account on your behalf, using your Primary Email Address.
3. You acknowledge that Grid Payments will be your sole payments gateway and that it is your sole responsibility as the Store Owner to activate and maintain this account. If you do not wish to keep the payment accounts active, it is your responsibility to deactivate it.

2.4 Grid Pay

1. Upon completion of sign up for the Service, as you have been enrolled in Grid Payments, Grid Pay will automatically appear as an accelerated checkout option on your checkout page.
2. When your customers have enabled Grid Pay, customers may purchase goods and services from your Merchant Store using Grid Pay.
3. By using Grid Pay on your Merchant Store, you agree to be bound by the Grid Pay Merchant Terms of Service, as they may be amended by Grid from

time to time. If Grid amends the Grid Pay Merchant Terms of Service, amendments are effective as of the date of posting. Your continued use of Grid Pay on your Store after the amended Grid Pay Merchant Terms of Service are posted constitutes your agreement to, and acceptance of, the amended Grid Pay Merchant Terms of Service. If you do not agree to any changes to the Grid Pay Merchant Terms of Service, it is your responsibility to remove Grid Pay by managing your accelerated checkouts in your Grid administrative console.

2.5 Domain Names

Upon purchasing a domain name through Grid, domain registration will be preset to automatically renew each year so long as your Grid Account remains active. You acknowledge that it is your sole responsibility to deactivate the auto-renewal function should you choose to do so.

WHICH MEANS

Only one person can be the “Store Owner”, usually the person signing up for the Grid Service. The Store Owner is responsible for the Account, is bound by these Terms of Service and is responsible for the actions of others accessing the Account. If you sign up on behalf of your employer, your employer is the Store Owner responsible for your Account.

We automatically create certain accounts for you to accept payments. You are responsible for activating and deactivating these accounts and complying with their terms, which may be with various third parties, including but not limited to PayPal, Apple Pay, Google Payment and Grid Pay. Any domain you purchase through us will automatically renew unless you opt out.

3. Grid Rights

1. The Services have a range of features and functionalities. Not all Services or features will be available to all Merchants at all times and we are under no obligation to make any Services or features available in any jurisdiction. Except where prohibited in these Terms of Service or by applicable law, we reserve the right to modify the Services or any part of [Grid.com](https://grid.com) for any reason, without notice and at any time.
2. Grid does not pre-screen Materials and it is in our sole discretion to refuse or remove any Materials from any part of the Services, including if we determine

in our sole discretion that the goods or services that you offer through the Services, or the Materials uploaded or posted to the Services, violate our AUP or these Terms of Service.

3. Verbal or written abuse of any kind (including threats of abuse or retribution) of any Grid employee, member, or officer will result in immediate Account termination.
4. We reserve the right to provide our Services to your competitors and make no promise of exclusivity. You further acknowledge and agree that Grid employees and contractors may also be Grid customers or merchants and that they may compete with you, although they may not use your Confidential Information (as defined in Section 6) in doing so.
5. In the event of a dispute regarding Account ownership, we reserve the right to request documentation to determine or confirm Account ownership. Documentation may include, but is not limited to, a scanned copy of your business licence, government issued photo ID, the last four digits of the credit card on file, or confirmation of your status as an employee of an entity.
6. Grid reserves the right to determine, in our sole discretion, rightful Account ownership and transfer an Account to the rightful Store Owner. If we are unable to reasonably determine the rightful Store Owner, without prejudice to our other rights and remedies, Grid reserves the right to temporarily suspend or disable an Account until resolution has been determined between the disputing parties.

WHICH MEANS

Grid has the right to control who we make our Services available to and we can modify them at any time. We also have the right to refuse or remove Materials from any part of the Services, including your Store. We may offer our services to your competitors, but we will never share your confidential information with them in doing so. In the event of an ownership dispute over a Grid Account, we can freeze a Grid Account or transfer it to the rightful owner, as determined by us.

4. Your Responsibilities

1. You acknowledge and agree to provide public-facing contact information, a refund policy and order fulfilment timelines on your Merchant Store.
2. You acknowledge and agree that the Services are not a marketplace, and any contract of sale made through the Services is directly between you and the

customer. You are the seller of record for all items you sell through the Services. You are responsible for the creation and operation of your Merchant Store, your Materials, the goods and services that you may sell through the Services, and all aspects of the transactions between you and your customer(s). This includes, but is not limited to, authorising the charge to the customer in respect of the customer's purchase, refunds, returns, fulfilling any sales or customer service, fraudulent transactions, required legal disclosures, regulatory compliance, alleged or actual violation of applicable laws (including but not limited to consumer protection laws in any jurisdiction Grid.com you offer products or services for sale), or your breach of these Terms of Service. You represent and warrant that your Store, your Materials and the goods and services you sell through the Services will be true, accurate, and complete, and will not violate any applicable laws, regulations or rights of third parties. For the avoidance of doubt, Grid will not be the seller or merchant of record and will have no responsibility for your Store or items sold to customers through the Services.

3. You are solely responsible for the goods or services that you may sell through the Services (including description, price, fees, tax that you calculate, defects, required legal disclosures, regulatory compliance, offers or promotional content), including compliance with any applicable laws or regulations.
4. You may not use the Grid Services for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws), the laws applicable to you in your customer's jurisdiction, or the laws of the Netherlands. You will comply with all applicable laws, rules and regulations (including but not limited to obtaining and complying with the requirements of any licence or permit that may be necessary to operate your store or that may be held by you) in your use of the Service and your performance of obligations under the Terms of Service.
5. The API Terms govern your access to and use of the Grid API (as defined at [Grid.com](https://www.grid.com)), if API Credentials (as defined in the API Terms) have been provided to you, or you have been granted direct access to the Grid API. You are solely responsible for the activity that occurs using your API Credentials (as defined in the API Terms) and for keeping your API Credentials secure.
6. You agree to use Grid Checkout for any sales associated with your online store. "Grid Checkout" means Grid's checkout experience that allows Customers to enter their user and purchase information and payment details

before placing an order, where by checkouts occur through the Grid Checkout API.

WHICH MEANS

You are responsible for your Merchant Store, the goods or services you sell, and your relationship with your customers, not us. As you access the Grid API, your use of the Grid API is subject to the API Terms.

5. Payment of Fees and Taxes

1. You will pay the Fees applicable to your subscription to Online Service and/or POS Services (“Subscription Fees”) and any other applicable fees, including but not limited to applicable fees relating to the value of sales made through your Store (“Transaction Fees”), and any fees relating to your purchase or use of any products or services such as Grid Payments, POS Equipment, shipping, apps, Themes, domain names, Experts Marketplace, or Third Party Services (“Additional Fees”). Together, the Subscription Fees, Transaction Fees and the Additional Fees are referred to as the “Fees”.
2. You must keep a valid payment method on file with us to pay for all incurred and recurring Fees. Grid will charge applicable Fees for the payment method (“Payment Method”), and Grid will continue to charge the Payment Method for applicable Fees until the Services are terminated, and any and all outstanding Fees have been paid in full. Unless otherwise indicated, all Fees and other charges are in Euros, and all payments will be in Euro currency.
3. Subscription Fees are paid in advance and will be billed in 30 day intervals (each such date, a “Billing Date”). Transaction Fees and Additional Fees will be charged from time to time at Grid’s discretion. You will be charged on each Billing Date for all outstanding Fees that have not previously been charged. Fees will appear on an invoice, which will be sent to the Store Owner via the Primary Email Address provided. As well, an invoice will appear on the Account page of your Store’s administrative console. Users have approximately two weeks to bring up and settle any issues with the billing of Subscription Fees.
4. If we are not able to process payment of Fees using the Payment Method, we will make a second attempt to process payment using the Payment Method, typically 14 days later, but Grid may attempt sooner. If the second attempt is not successful, we will make a final attempt, typically 14 days following the second attempt, but in certain circumstances Grid may do this second attempt sooner. If our final attempt is not successful, we may suspend and

revoke access to your Account and the Services. Your Account will be reactivated upon your payment of any outstanding Fees, plus the Fees applicable to your next billing cycle. You may not be able to access your Account or your storefront during any period of suspension. If the outstanding Fees remain unpaid for 60 days following the date of suspension, Grid reserves the right to terminate your Account in accordance with Section 14.

5. All Fees are exclusive of applicable national governmental sales, goods and services or other taxes, fees or charges now in force or enacted in the future ("Taxes").
6. You are responsible for all applicable Taxes that arise from or as a result of your subscription to or purchase of Grid's products and services. To the extent that Grid charges these Taxes, they are calculated using the tax rates that apply based on the billing address you provide to us. Such amounts are in addition to the Fees for such products and services and will be billed to the Payment Method. If you are exempt from payment of such Taxes, you must provide us with evidence of your exemption, which in some jurisdictions includes an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive evidence satisfactory to Grid of your exemption. If you are not charged Taxes by Grid, you are responsible for determining if Taxes are payable, and if so, self-remitting Taxes to the appropriate tax authorities in your jurisdiction.
7. For the avoidance of doubt, all sums payable by you to Grid under these Terms of Service will be paid free and clear of any deductions or withholdings whatsoever. Other than Taxes charged by Grid to you and remitted to the appropriate tax authorities on your behalf, any deductions or withholdings that are required by law will be borne by you and paid separately to the relevant taxation authority. Grid will be entitled to charge the full amount of Fees stipulated under these Terms of Service to the Payment Method ignoring any such deduction or withholding that may be required.
8. You are solely responsible for determining, collecting, withholding, reporting, and remitting applicable taxes, duties, fees, surcharges and additional charges that arise from or as a result of any sale on your Merchant Store or your use of the Services. The Services are not a marketplace. Any contract of sale made through the Services is directly between you and the customer.
9. You must maintain an accurate location in the administrative console of your Merchant Store. If you change jurisdictions you must promptly update your location in the administrative console.

10. Grid does not provide refunds.

WHICH MEANS

A valid payment method (such as a credit card) must remain on file to pay all service fees, including the subscription, transaction and additional fees required for all stores. You will be billed for your Subscription Fees every 30 days. Any Transaction Fees or Additional Fees will be charged to your payment method. If we are unable to process payment of Fees using your payment method, we will try again in 14 days (or sooner). If we are unable to process your payment of Fees on the second attempt, we will make a third and final attempt fourteen days later (or sooner). If payment of Fees is unsuccessful after three attempts, Grid may freeze your store. You are responsible for all taxes relating to your Store or use of the Services. You may be required to remit Taxes to Grid or to self-remit to your local taxing authority. No refunds.

6. Confidentiality

1. "Confidential Information" will include, but will not be limited to, any and all information associated with a party's business and not publicly known, including specific business information, technical processes and formulas, software, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs (including any relevant processing fees), price lists, and other unpublished financial information, business plans and marketing data, and any other confidential and proprietary information, whether or not marked as confidential or proprietary. Grid's Confidential Information includes all information that you receive relating to us, or to the Services, that is not known to the general public including information related to our security program and practices.
2. Each party agrees to use the other party's Confidential Information solely as necessary for performing its obligations under these Terms of Service and in accordance with any other obligations in these Terms of Service including this Section 6. Each party agrees that it will take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (i) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such party's obligations hereunder, who each will treat such

Confidential Information as provided herein, and who are each subject to obligations of confidentiality to such party that are at least as stringent as those contained herein; or (ii) as required by any law, regulation, or order of any court of proper jurisdiction over the parties and the subject matter contained in these Terms of Service, provided that, if legally permitted, the receiving party will give the disclosing party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment. Confidential Information will not include any information that the receiving party can prove: (A) was already in the public domain, or was already known by or in the possession of the receiving party, at the time of disclosure of such information; (B) is independently developed by the receiving party without use of or reference to the other party's Confidential Information, and without breaching any provisions of these Terms of Service; or (C) is tGrid.com after rightly obtained by the receiving party from a source other than the disclosing party without breaching any provision of these Terms of Service.

WHICH MEANS

Both you and Grid agree to use the Confidential Information of the other only to perform the obligations in these Terms of Service. Confidential Information must be protected and respected.

7. Limitation of Liability and Indemnification

1. You expressly understand and agree that, to the extent permitted by applicable laws, Grid and its suppliers will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or relating to the use of or inability to use the Service or these Terms of Service (however arising, including negligence).
2. You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, Grid partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (a) your breach of these Terms of Service or the documents it incorporates by reference (including the AUP); (b) or your violation of any law or the rights of a third party; or (c) any aspect of the transaction between you and your Customer, including but not limited to refunds, fraudulent transactions,

alleged or actual violation of applicable laws (including but not limited to Federal and State consumer protection laws), or your breach of the Terms of Service.

3. You will be responsible for any breach of the Terms of Service by your affiliates, agents or subcontractors and will be liable as if it were your own breach.
4. Your use of the Services is at your sole risk. The Services are provided on an “as is” and “as available” basis without any warranty or condition, express, implied or statutory.
5. Grid does not warrant that the Services will be uninterrupted, timely, secure, or error-free.
6. Grid does not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.
7. Grid is not responsible for any of your tax obligations or liabilities related to the use of Grid’s Services.
8. Grid does not warrant that the quality of any products, services, information, or other materials purchased or obtained by you through the Services will meet your expectations, or that any errors in the Services will be corrected.

WHICH MEANS

We are not responsible for damages or lawsuits that arise if you break the law, breach this agreement or go against the rights of a third party. The Service is provided on an “as is” and “as available” basis. We provide no warranties and our liability is limited in the event of errors or interruptions.

8. Intellectual Property and Your Materials

8.1 Your Materials

1. We do not claim ownership of the Materials you provide to Grid; however, we do require a licence to those Materials. You grant Grid a non-exclusive, transferable, sub-licensable, royalty-free, worldwide right and licence to host, use, distribute, expose, modify, run, copy, store, publicly perform, communicate to the public (including by telecommunication), broadcast, reproduce, make available, display, and translate, and create derivative works of any Materials provided by you in connection with the Services. We may use our rights under this licence to operate, provide, and promote the Services and to perform our obligations and exercise our rights under the Terms of Service. You represent,

warrant, and agree that you have all necessary rights in the Materials to grant this licence. You irrevocably waive any and all moral rights you may have in the Materials in favour of Grid and agree that this waiver may be invoked by anyone who obtains rights in the materials through Grid, including anyone to whom Grid may transfer or grant (including by way of licence or sublicense) any rights in the Materials.

2. If you owned the Materials before providing them to Grid then, despite uploading them to your Merchant Store they remain yours, subject to any rights or licences granted in the Terms of Service or elsewhere. You can remove your Merchant Store at any time by deleting your Account. Removing your Merchant Store does not terminate any rights or licences granted to the Materials that Grid requires to exercise any rights or perform any obligations that arose during the Term.
3. You agree that Grid can, at any time, review and delete any or all of the Materials submitted to the Services, although Grid is not obligated to do so.
4. You grant Grid a non-exclusive, transferable, sub-licensable, royalty-free, worldwide right and licence to use the names, trademarks, service marks and logos associated with your Store ("Your Trademarks") to operate, provide, and promote the Services and to perform our obligations and exercise our rights under the Terms of Service. This licence will survive any termination of the Terms of Service solely to the extent that Grid requires the licence to exercise any rights or perform any obligations that arose during the Term.

8.2 Grid Intellectual Property

1. You agree that you may not use any trademarks, logos, or service marks of Grid, whether registered or unregistered, including but not limited to the word mark Grid, the word mark SHOP, the word mark GRID PAY, and the "S" and shopping bag design mark ("Grid Trademarks") unless you are authorised to do so by Grid in writing. You agree not to use or adopt any marks that may be considered confusing with the Grid Trademarks. You agree that any variations or misspellings of the Grid Trademarks would be considered confusing with the Grid Trademarks.
2. You agree not to purchase, register, or use search engine or other pay-per-click keywords (such as Google Ads), trademarks, email addresses, social media names, or domain names (including without limitation top-level domains, sub-domains, and page URLs) that use or include Grid or Grid

Trademarks or that use or include any terms that may be confusing with the Grid Trademarks.

3. You acknowledge and agree that the Terms of Service do not give you any right to implement Grid patents.

WHICH MEANS

Anything you upload remains yours (if it was yours) and is your responsibility, but Grid can use and publish the things you upload. Anything uploaded to Grid remains the property and responsibility of its initial owner. However, Grid will receive a licence of materials published through our platform that we may use to operate and promote our Services.

9. Additional Services

9.1 POS Services

1. In addition to the terms applicable to Services generally, the following terms apply to your access and use of the POS Services. The POS Services include the Grid POS software ("**POS Software**"), the Grid POS website, located at [Grid.com](https://grid.com), programs, documentation, apps, tools, internet-based services and components, Grid's POS hardware ("**POS Equipment**") and any updates there to provided to you by Grid.
2. Access to and use of the POS Services requires that you have an active and valid Account.
3. The payment gateway used for your POS Services must be Grid Payments.
4. You can terminate your POS Services without terminating your Account or any other Services you subscribe to, and in such case, you will continue to be billed, and will pay for, the Services (other than the terminated POS Services).
5. You agree to use the POS Services in accordance with all procedures that may be provided by Grid from time to time.
6. While the POS Services use encryption technology, and the law generally prohibits third parties from monitoring transmission, we cannot guarantee security with respect to the connection to the POS Services, and we will not be liable for any unauthorised access to or use of data transmitted via the POS Services.

7. POS Equipment is purchased, and not leased. Purchase of the POS Equipment is subject to the POS Equipment Agreement, located at Grid.com. Upon payment by you for the POS Equipment, and confirmation to you of shipment of the POS equipment, you will acquire ownership of and title to the hardware components of the POS Equipment, and you will be licensed to access and use all POS Software installed in the POS Equipment (and any updates there to), on a limited, non-exclusive, revocable, non-sublicensable, non-transferable basis, solely for the purposes of using the POS Services. POS Equipment is subject to our Return Policy, which can be found at [Grid.com](https://www.grid.com).
8. The Fees for POS Services will be determined based on the number of locations at which you are using the POS Services. Locations are defined by business address and are used for associating orders with a specific business address. Locations are added through the Grid web administrative console associated with your Account. The number of locations using POS Services will also be detected by us and billed accordingly as part of your regular billing cycle. In the event of any discrepancy between the number of locations added by you through the Grid web administrative console and the number of locations detected by Grid, the number of locations detected by Grid will be deemed to be correct.

WHICH MEANS

If you use our POS Services, you must use the same payment processor that you use for the Online Services. You can cancel your POS Services at any time and still keep your Online Services active. While we take data security very seriously, we can't guarantee that all transmissions using the POS Equipment are 100% secure. All transactions transmitted using the POS Equipment are at your own risk. Remember that the POS equipment is purchased, not leased. Our POS Equipment return policy applies to all POS equipment

9.2 Grid Shipping

1. You may ask for shipping labels from within your Grid console ("Grid Shipping") for delivery of goods purchased from you from your Merchant Store.

9.3 SMS Messaging

1. The Services allow you to send certain communications to your customers by short message service (SMS) messaging (for example, sending order confirmation notifications via SMS) (the "**SMS Services**"). You will only use the SMS Services in compliance with these Terms of Service, any other applicable terms, and the laws of the jurisdiction from which you send messages, and in which your messages are received.

WHICH MEANS

When you use our SMS Services, you have to comply with our terms, the acceptable use policies of the SMS providers, and the law.

9.4 Theme Store

1. You may establish the appearance of your Merchant Store with a design template from Grid's Theme Store (a "**Theme**"). If you download a Theme, you are licensed to use it for a single Store only. You are free to transfer a Theme to a second one of your own Stores if you close your first Store. To initiate a transfer of a Theme to a second one of your Stores, please contact Grid Support. You are not permitted to transfer or sell a Theme to any other person's Store on Grid or elsewhere. Multiple Stores require multiple downloads and each download is subject to the applicable fee. Grid gives no assurance that a particular Theme will remain available for additional downloads.
2. You may modify the Theme to suit your Store. Grid may add or modify the footer in a Theme that refers to Grid at its discretion. Grid may modify the Theme where it contains, in our sole discretion, an element that violates the Grid AUP or other provisions of the Terms of Service, even if you received the Theme in that condition. Grid may modify the Theme to reflect technical changes and updates as required.
3. The intellectual property rights of the Theme remain the property of the designer. If you exceed the rights granted by your purchase of a Theme, the designer may take legal action against you, and, without prejudice to our other rights or remedies, Grid may take administrative action such as modifying your Store or closing your Store.

4. Technical support for a Theme is the responsibility of the designer, and Grid accepts no responsibility to provide such support. Grid may be able to help you contact the designer.
5. It is the responsibility of the user, and not Grid, to ensure that the installation of a new theme does not overwrite or damage the current or preexisting theme, or UI, of the user.

WHICH MEANS

You can purchase our Themes to use for one Store at a time. You are free to modify our Themes, but do not infringe upon the intellectual property rights of others, including the designer. For Theme-related problems, contact the designer. Note that Themes may disappear over time and are subject to change.

9.5 Grid Email

You may generate or send email from your Account using the Grid email services (the “**Email Services**”). In addition to the terms applicable to the Services generally (including Grid’s Acceptable Use Policy, and Privacy Policy), the following terms apply to your access and use of the Email Services:

1. Grid employs certain controls to scan the content of emails you deliver using the Email Services prior to delivery (“**Content Scanning**”). Such Content Scanning is intended to limit spam, phishing, or other malicious content that contravenes these Terms of Service, or Grid’s Acceptable Use Policy (collectively, “**Threats**”). By using the Email Services, you explicitly grant Grid the right to employ such Content Scanning. Grid does not warrant that the Email Services will be free from Threats, and each Grid merchant is responsible for all content generated by their respective Stores.
2. BY GENERATING OR SENDING EMAIL THROUGH THE EMAIL SERVICES, YOU AGREE TO COMPLY WITH THE FOLLOWING REQUIREMENTS (THE “EMAIL SERVICES REQUIREMENTS”). Grid, OR ITS THIRD PARTY PROVIDERS, MAY SUSPEND OR TERMINATE YOUR ACCESS TO AND USE OF THE EMAIL SERVICES IF YOU DO NOT COMPLY WITH THE EMAIL SERVICES REQUIREMENTS. 1. Your use of the Email Services must comply with all applicable laws. Examples of applicable laws include laws relating to spam or unsolicited commercial email (“**UCE**”), privacy, security, obscenity, defamation, intellectual property, pornography, terrorism, homeland security, gambling, child protection, and other applicable laws. It is your responsibility to know and understand the laws applicable to your use of the Email Services and the emails you generate or send through

the Email Services. 2. Your use of the Email Services must comply with Grid's Privacy Policy. It is your responsibility to read and understand the Privacy Policy applicable to your use of the Email Services and the emails you generate or send through the Email Services. 3. You will use commercially reasonable efforts not to send sensitive personal data, including information regarding an individual's medical or health condition, race or ethnic origin, political opinions, religious or philosophical beliefs, or other sensitive data (collectively, "**Sensitive Data**") through the Email Services. It is your responsibility to read and understand your obligations in relation to Sensitive Data. 4. Your use of the Email Services must follow all applicable guidelines established by Grid. The guidelines below are examples of practices that may violate the Email Services Requirements when generating, or sending emails through the Email Services:

1. using non-permission based email lists (i.e., lists in which each recipient has not explicitly granted permission to receive emails from you by affirmatively opting-in to receive those emails);
2. using purchased or rented email lists;
3. using third party email addresses, domain names, or mail servers without proper permission;
4. sending emails to non-specific addresses (e.g., webmaster@domain.com or info@domain.com);
5. sending emails that result in an unacceptable number of spam or UCE complaints (even if the emails themselves are not actually spam or UCE);
6. failing to include a working "unsubscribe" link in each email that allows the recipient to remove themselves from your mailing list;
7. failing to comply with any request from a recipient to be removed from your mailing list within 10 days of receipt of the request;
8. failing to include in each email a link to the then-current privacy policy applicable to that email;
9. disguising the origin or subject matter of any email or falsifying or manipulating the originating email address, subject line, headers, or transmission path information for any email;
10. failing to include in each email your valid physical mailing address or a link to that information; or
11. including "junk mail," "chain letters," "pyramid schemes," incentives (e.g., coupons, discounts, awards, or other incentives) or other material

in any email that encourages a recipient to forward the Email to another recipient.

3. If you or a customer knows of or suspects any violations of the Email Services Requirements, please notify Grid at abuse@Grid.com. Grid will determine compliance with the Email Services Requirements in its discretion.
4. Grid's Email Services utilise Third Party Providers, including SendGrid (a Twilio Company). Your use of the Email Services is subject to Grid's **Acceptable Use Policy** as it may be amended by SendGrid from time to time.

WHICH MEANS

By using the Email Services, you agree that Grid may use certain tools to ensure the content of the emails sent through the service is safe and compliant with our policies.

9.6 Shop App

1. The Shop app is a Grid application that is available to Eligible Merchants (defined below) (the "**Shop App**", more details at [Grid.com](https://www.grid.com)) to engage with customers that use the Shop App (each, a "**Shop App User**").
2. The Shop App is deemed to be a part of the Services, and all terms applicable to the Services apply. Without limiting the generality of the preceding sentence, and subject to these Terms of Service and all applicable guidelines and policies, Grid reserves the right to refuse a Merchant access to or use of all or part of the Shop App for any reason and at any time without prior notice. Only those Merchants who meet all merchant requirements and do not sell any prohibited products, as outlined in the Shop Merchant Guidelines (as may be amended from time to time), are eligible to access and use the Shop App Services ("**Eligible Merchants**").
3. We may display your Materials, including product or service listings, Your Trademarks and any other content, data, or information from your Merchant Store on the Shop App. While the Shop App enables Shop App Users to shop natively in the Shop App, the transaction is completed on your Merchant Store. For clarity and avoidance of doubt, Section 7 (Limitation of Liability) and Section 8 (Intellectual Property) apply to the use of your Materials on the Shop App and your responsibility for your Materials and purchases made through your Merchant Store.

4. Your Materials and your use of the Shop App must comply at all times with our Shop App Merchant Guidelines, these Terms of Service, the Additional Terms, all other applicable policies and guidelines, and applicable law.
5. As in other areas of the Service, Grid is not obligated to intervene in any dispute arising between you and your customers (including Shop App Users).
6. On the Shop App, content is ranked by factors including relevance to a search query or a user's interests, image quality, domain quality and how frequently other users have engaged with the content. For more information about how we display content on the Shop App, see our Shop App help documentation.
7. If you do not wish for your Materials to be available in the Shop App, it is your responsibility to manage or deactivate this Service. If you have the Shop App merchant channel installed, please see instructions on [Grid.com](https://www.grid.com). If you do not yet have the Shop App merchant channel installed on your Merchant Store.. If the Shop App merchant channel is not currently supported in your country, please contact support@grid.com to remove your Materials from the Shop App. Note that if you remove your Materials from the Shop App, Shop App Users who purchase from your Merchant Store will continue to be able to view, manage and track orders from your Merchant Store in the Shop App. If you delete your Grid Account, your Materials will be removed from the Shop App.

WHICH MEANS

The Shop App is a sales channel that is only available to Eligible Merchants and will display Materials from your Merchant Store. If you do not wish for your Materials to be available in the Shop App, it is your responsibility to manage or deactivate this Service.

9.7 Third Party Services, Experts, and Experts Marketplace

1. Grid may from time to time recommend, provide you with access to, or enable third party software, applications ("**Apps**"), products, subscriptions, services or website links (collectively, "**Third Party Services**") for your consideration or use, including via the Grid App Store, or Experts Marketplace. Such Third Party Services are made available only as a convenience, and your purchase, access or use of any such Third Party Services is solely between you and the applicable third party services provider ("**Third Party Provider**"). In addition to these Terms of Service, you also agree to be bound by the additional service-specific terms applicable to services you purchase from, or that are provided by, Third Party Providers.

2. Grid Experts is an online directory of independent third parties (“**Experts**”) that can help you build and operate your Merchant Store.
3. You can engage and work with an Expert directly or through Experts Marketplace. Experts Marketplace provides you with recommendations on Experts that can assist you with different aspects of your Store. Using Experts Marketplace, you can find, hire, and communicate with Experts directly from your Account admin.
4. Any use by you of Third Party Services offered through the Services, Grid Experts, Experts Marketplace or Grid’s website is entirely at your own risk and discretion, and it is your responsibility to read the terms and conditions and/or privacy policies applicable to such Third Party Services before using them. In some instances, Grid may receive a revenue share from Third Party Providers that Grid recommends to you or that you otherwise engage through your use of the Services, Grid Experts, Experts Marketplace or Grid’s website.
5. We do not provide any warranties or make representations to you with respect to Third Party Services. You acknowledge that Grid has no control over Third Party Services and will not be responsible or liable to you or anyone else for such Third Party Services. The availability of Third Party Services on Grid’s websites, including the Grid App Store or Experts Marketplace, or the integration or enabling of such Third Party Services with the Services does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with Grid. Grid does not guarantee the availability of Third Party Services and you acknowledge that Grid may disable access to any Third Party Services at any time in its sole discretion and without notice to you. Grid is not responsible or liable to anyone for discontinuation or suspension of access to, or disablement of, any Third Party Service. Grid strongly recommends that you seek specialist advice before using or relying on Third Party Services, to ensure they will meet your needs. In particular, tax calculators should be used for reference only and not as a substitute for independent tax advice, when assessing the correct tax rates you should charge to your customers.
6. If you install or enable a Third Party Service for use with the Services, you grant us permission to allow the applicable Third Party Provider to access your data and other Materials and to take any other actions as required for the interoperation of the Third Party Service with the Services, and any exchange of data or other Materials or other interaction between you and the Third Party Provider is solely between you and such Third Party Provider. Grid is not responsible for any disclosure, modification or deletion of your data or other Materials, or for any corresponding losses or damages you may suffer, as a

result of access by a Third Party Service or a Third Party Provider to your data or other Materials. Google Maps is a Third Party Service that is used within the Services. Your use of the Services is subject to your acceptance of the Google Maps and Earth Enterprise Universal Acceptable Use Policy, Google Maps and Google Earth Additional Terms of Service and Google Privacy Policy as it may be amended by Google from time to time.

7. You acknowledge and agree that: (i) by submitting a request for assistance or other information through Experts Marketplace, you consent to being contacted by one or more Experts at the Primary Email Address (or such other email address provided by you) as well as the applicable user email address; and (ii) Grid will receive all email communications exchanged via Experts Marketplace or in any reply emails (each a "Reply") that originate from Experts Marketplace (directly or indirectly) between yourself and Experts. You further agree that Grid may share your contact details and the background information that you submit via the Experts Marketplace with Experts. Experts may require access to certain admin pages on your Merchant Store. You choose the pages that the Experts can access.
8. The relationship between you and any Third Party Provider is strictly between you and such Third Party Provider, and Grid is not obligated to intervene in any dispute arising between you and a Third Party Provider.
9. Under no circumstances will Grid be liable for any direct, indirect, incidental, special, consequential, punitive, extraordinary, exemplary or other damages whatsoever, that result from any Third Party Services or your contractual relationship with any Third Party Provider, including any Expert. These limitations will apply even if Grid has been advised of the possibility of such damages. The foregoing limitations will apply to the fullest extent permitted by applicable law.
10. You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, Grid partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, arising out of your use of a Third Party Service or your relationship with a Third Party Provider.

WHICH MEANS

We are not responsible for third party services, so use them at your own risk. If you choose to use Third Party Services on the Grid platform, you consent to us sharing your data (and potentially the data of your Customers) to those services. If you use

Third Party Services you agree that we do not provide a warranty, so get advice beforehand.

9.8 Beta Services

1. From time to time, Grid may, in its sole discretion, invite you to use, on a trial basis, pre-release or beta features that are in development and not yet available to all merchants (“**Beta Services**”). Beta Services are not part of the Services, and Beta Services may be subject to additional terms and conditions, which Grid will provide to you prior to your use of the Beta Services. Such Beta Services and all associated conversations and materials relating to [Grid.com](https://www.grid.com) will be considered Grid Confidential Information and subject to the confidentiality provisions in this agreement. Without limiting the generality of the foregoing, you agree that you will not make any public statements or otherwise disclose your participation in the Beta Services without Grid’s prior written consent. Grid makes no representations or warranties that the Beta Services will function. Grid may discontinue the Beta Services at any time in its sole discretion. Grid will have no liability for any harm or damage arising out of or in connection with a Beta Service. The Beta Services may not work in the same way as a final version. Grid may change or not release a final or commercial version of a Beta Service at our sole discretion.

WHICH MEANS

Beta Services may be offered from time to time. They are not a part of the regular Services, and they might have errors or change at any time. You use Beta Services at your own risk, and we are not responsible for any losses or harm that might come from using a Beta Service. You may be required to keep your participation in the Beta Services confidential.

9.9 Pixel(s)

Grid allows you to add pixels to your Merchant Store to enable you or a third party to track customer events (the “**Grid Pixel Manager**”). You may manage your pixels from within the user interface in the administrative console of your Merchant Store.

1. In addition to the terms applicable to your use of the Services generally (including these Terms of Service, Grid’s Acceptable Use Policy, and Privacy Policy), the following terms apply to your access to and use of the Grid Pixel Manager; a. You will comply with all applicable laws and obtain all necessary

consents from every site visitor and customer whose events you track; b. If you provide Grid with any data collected using pixels, including names, email addresses, phone numbers, or other data that personally identifies an individual, you will obtain all necessary rights and consents prior to providing Grid with the foregoing information; c. You agree that Grid may disable any pixels that Grid identifies as malicious, in Grid's sole discretion; and d. You will not, and will not allow any third parties to, use Pixel(s); i. to engage in or promote any unlawful, infringing, defamatory or otherwise harmful activity; or ii. to disable, interfere with or circumvent any aspect of the Services.

2. Grid may collect information associated with the Grid Pixel Manager, such as how pixels are used, and how and what scripts are added. Grid may use this data to improve, maintain, protect and develop the Grid Pixel Manager.

WHICH MEANS

Pixel(s) enables you or a third party to track customer events by adding scripts to your Merchant Store. If you use Pixel(s), you are responsible for obtaining all necessary consents from store visitors and customers whose events you track.

10. Feedback and Reviews

Grid welcomes any ideas and/or suggestions regarding improvements or additions to the Services. Under no circumstances will any disclosure of any idea, suggestion or related material or any review of the Services, Third Party Services or any Third Party Provider (collectively, "**Feedback**") to Grid be subject to any obligation of confidentiality or expectation of compensation. By submitting Feedback to Grid (whether submitted directly to Grid or posted on any Grid hosted forum or page), you waive any and all rights in the Feedback and that Grid is free to implement and use the Feedback if desired, as provided by you or as modified by Grid, without obtaining permission or licence from you or from any third party. Any reviews of a Third Party Service or Third Party Provider that you submit to Grid must be accurate to the best of your knowledge, and must not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable. Grid reserves the right (but not the obligation) to remove or edit Feedback of Third Party Services or Third Party Providers, but does not regularly inspect posted Feedback.

WHICH MEANS

We welcome customer feedback but are under no obligation to ensure that ideas and suggestions regarding our Services or the services of third parties remain confidential and we can use the feedback in any way we want.

11. DMCA Notice and Takedown Procedure

Grid supports the protection of intellectual property and asks Grid merchants to do the same. It's our policy to respond to all notices of alleged copyright infringement. If someone believes that one of our merchants is infringing their intellectual property rights, they can send a DMCA Notice or initiate a Notice and Takedown process to Grid's designated agent using our form. Upon receiving such a Notice, we may remove or disable access to the Materials claimed to be a copyright infringement. Once provided with a notice of takedown, the merchant can reply with a counter notification using our form if they object to the complaint. The original complainant has 14 business days after we receive a counter notification to seek a court order restraining the merchant from engaging in the infringing activity, otherwise we restore the material.

WHICH MEANS

Grid respects intellectual property rights and you should too. If we receive a DMCA/Takedown Notice, we may disable access or remove the allegedly infringing content from your Store. If you don't think the claim is valid, you can send a counter notification. If you believe one of our merchants is infringing your intellectual property rights, you can send Grid such a Notice. We will expeditiously disable access or remove the content and notify the merchant.

12. Privacy and Data Protection

1. Grid is firmly committed to protecting the privacy of your personal information and the personal information of your customers. By using the Service, you acknowledge and agree that Grid's collection, usage and disclosure of this personal information is governed by our [Privacy Policy](#).
2. To the extent that Grid processes personal information of your customers as a "data processor" or "service provider" under certain data privacy or protection laws, including the EU or UK General Data Protection Regulation and the California Consumer Privacy Act, Grid's collection and use of personal information is also subject to our [Data Processing Addendum](#).

WHICH MEANS

Grid's use and collection of personal information is governed by our Privacy Policy. Grid's use and collection of customer personal information is further governed by our Data Processing Addendum.

13. Grid Contracting Party

1. "Grid Contracting Party" means Grid.com B.V., a Dutch limited liability company, with offices located at Radarweg 29, 1043NX Amsterdam, the Netherlands.
2. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands with respect to any dispute or claim arising out of or in connection with the Terms of Service. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms of Service and is hereby expressly excluded.

14. Term and Termination

1. The term of these Terms of Service will begin on the date of your completed registration for use of a Service and continue until terminated by us or by you, as provided below (the "**Term**").
2. You may cancel your Account and terminate the Terms of Service at any time by contacting Grid Support and then following the specific instructions indicated to you in Grid's response.
3. Without limiting any other remedies, we may suspend or terminate your Account or the Terms of Service for any reason, without notice and at any time (unless otherwise required by law), including if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the use of the Services. Termination of the Terms of Service will be without prejudice to any rights or obligations which arose prior to the date of termination.
4. Upon termination of the Services by either party for any reason:
 - Grid will cease providing you with the Services and you will no longer be able to access your Account;

- unless otherwise provided in the Terms of Service, you will not be entitled to any refunds of any Fees, pro rata or otherwise;
 - any outstanding balance owed to Grid for your use of the Services through the effective date of such termination will immediately become due and payable in full; and
 - your Merchant Store will be taken offline.
5. If you purchased a domain name through Grid, upon cancellation your domain will no longer be automatically renewed. Following termination, it will be your sole responsibility to handle all matters related to your domain with the domain provider.
 6. If there are any outstanding Fees owed by you at the date of termination of the Service, you will receive one final invoice via email. Once that invoice has been paid in full, you will not be charged again.

WHICH MEANS

To initiate a termination, you must contact support. Grid will respond with specific information regarding the termination process for your account. Once termination is confirmed, domains purchased through Grid will no longer be automatically renewed. If you cancel in the middle of your billing cycle, you'll have one last email invoice.

We may terminate your account at any time.

15. Modifications

1. We reserve the right, in our sole and absolute discretion, to update or change any portion of the Terms of Service at any time. We will provide you with reasonable advance notice of changes to the Terms of Service that materially adversely affect your use of the Services or your rights under the Terms of Service by sending an email to the Primary Email Address, providing notice through the Grid administrative console, or by similar means. However, Grid may make changes that materially adversely affect your use of the Services or your rights under the Terms of Service at any time and with immediate effect (i) for legal, regulatory, fraud and abuse prevention, or security reasons; or (ii) to restrict products or activities that we deem unsafe, inappropriate, or offensive. Unless we indicate otherwise in our notice (if applicable), any changes to the Terms of Service will be effective immediately upon posting of such updated terms at this location. Your continued access to or use of the

Services after we provide such notice, if applicable, or after we post such updated terms, constitutes your acceptance of the changes and consent to be bound by the Terms of Service as amended. If you do not agree to the amended Terms of Service, you must stop accessing and using the Services.

2. Grid may change the Fees for the Services from time-to-time. We will provide you with 30 days advance notice prior to any changes in Fees by sending an email to the Primary Email Account, providing notice through the Grid administrative console, or by similar means. Grid will not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Services (or any part of).

WHICH MEANS

If we make a material change to the Terms of Service that adversely affects your rights under the Terms of Service or your use of our Services in a material way, we will notify you in advance (unless the change relates to legal requirements or to prevent abuse of our Services, among other things).

16. General Conditions

1. The Terms of Service, including the documents it incorporates by reference, constitute the entire agreement between you and Grid and govern your use of the Services and your Account, superseding any prior agreements between you and Grid (including, but not limited to, any prior versions of the Terms of Service).
2. The failure of Grid to exercise or enforce any right or provision of the Terms of Service will not constitute a waiver of such right or provision. If any provision of the Terms of Service, including all terms and conditions and other documents it incorporates by reference, is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provision of the Terms of Service will remain in full force and effect.
3. Save for Grid and its affiliates, you or anyone accessing Grid Services pursuant to these Terms of Service, unless otherwise provided in these Terms of Service, no person or entity who is not a party to these Terms of Service will have any right to enforce any term of these Terms of Service, regardless of whether such person or entity has been identified by name, as a member of a class or as

answering a particular description. For the avoidance of doubt, this will not affect the rights of any permitted assignee or transferee of these Terms.

4. The Terms of Service will be governed by and interpreted in accordance with the laws of the Netherlands applicable therein, without regard to principles of conflicts of laws.
5. The Terms of Service may be available in languages other than English. To the extent of any inconsistencies or conflicts between these English Terms of Service and Grid's Terms of Service available in another language, the most current English version of the Terms of Service at [Grid.com](https://www.grid.com) will prevail. Any disputes arising out of these Terms of Service will be resolved in English unless otherwise determined by Grid (acting in its sole discretion) or as required by applicable law.
6. All the terms and provisions of the Terms of Service will be binding upon and inure to the benefit of the parties to the Terms of Service and to their respective heirs, successors, permitted assigns and legal representatives. Grid will be permitted to assign these Terms of Service without notice to you or consent from you. You will have no right to assign or otherwise transfer the Terms of Service, or any of your rights or obligations hereunder, to any third party without Grid's prior written consent, to be given or withheld in Grid's sole discretion.
7. If any provision, or portion of the provision, in these Terms of Service is, for any reason, held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision (or the unaffected portion of the provision) of the Terms of Service, and the Terms of Service will be construed as if such invalid, illegal or unenforceable provision, or portion of the provision, had never been contained within the Terms of Service.
8. On termination, all related rights and obligations under the Terms of Service immediately terminate, except that (a) you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination; and Sections 1 (Account Terms), 5 (Payment of Fees and Taxes), 6 (Confidentiality), 7 (Limitation of Liability and Indemnification), 8.1 (Intellectual Property and Your Materials), 9.7(8)-(10) (Third Party Services, Experts, and Experts Marketplace), 10 (Feedback and Reviews), 12 (Privacy and Data Protection), 13 (Grid Contracting Party), 14 (Term and Termination), 15(1)

(Modifications), and 16 (General Conditions) will survive the termination or expiration of these Terms of Service.

2. Grid.com B.V. Payment Terms of Service

By using Grid Pay as a payment method on your Store, you agree to be bound by these Grid Pay Merchant Terms (“**Terms**”). As used in the Terms: (i) “**we**”, “**our**”, “**us**” or “**Grid**” means Grid.com B.V., and its Affiliates, where “Affiliates” means any entity that directly or indirectly controls, is controlled by, or is under common control with Grid.; and (ii) “**Merchant**”, “**you**” or “**your**” means any individual or legal entity that offers or uses Grid Pay as a payment method on its Store. Other capitalised terms have the meaning set out in the Terms below.

Please read these Terms carefully, as they are a legally binding agreement between you and Grid. By offering or using Grid Pay as a payment method on your Store (“using Grid Pay” or “use of Grid Pay”), you agree to be bound by the Terms. Any new features or tools which are added to the current Grid Pay offering shall also be subject to the Terms. Grid reserves the right to update and change any portion of the Terms by posting updates and changes at [Grid.com](https://www.grid.com).

We may update the Terms from time to time, so please check back for any changes that may impact you. If you do not accept any such updates or changes, you must stop using Grid Pay.

1. Accelerated Checkout (Grid Pay)

1. Grid’s accelerated checkout (“**Grid Pay**”) allows customers (each, a “**Customer**”) to have their payment credentials saved for future transactions on Merchant e-commerce store sites (each, a “**Store**”) that have enabled Grid Pay as a payment method for its Customers. When a Customer completes an order using Grid Pay for the first time on a Store, the Customer will be asked on the checkout page if they would like to save their information. Grid will collect and store certain personal information from the Customer, such as the Customer’s name, email address, mobile phone number (“**Account Information**”); the Customer’s credit card information and billing address (“**Payment Information**”); the Customer’s shipping address and the shipping method the Customer selects on the checkout page of the Store (“**Shipping Information**”); and information about the Store and the Customer’s order details of goods and services purchased (including information such as the type or size or other variants) (“**Order Information**”). Together, the Customer’s Account Information, Payment Information, Shipping Information and Order

Information are the Customer's "Saved Information". Existing Grid Pay Customers will be able to select and checkout with Grid Pay using their Saved Information.

2. Merchant Obligations and Grid's role

1. You agree that:
 1. The sale of goods or services using Grid Pay are solely between you, as the Merchant, and the Customer. Grid is not a party to these transactions, and only enables payment processing through the sharing of payment credentials;
 2. Grid is not and will not be responsible for any aspect of the products or services you sell;
 3. Grid is not responsible for the acts of Customers, whether or not they complete a transaction;
 4. Grid Pay is not a payment processing service. Processing a transaction using Grid Pay does not mean that the transaction will be authorised or processed, or that the transaction will not later result in a chargeback or other reversal;
 5. Grid is not responsible for the acts of third party platforms who offer Grid Pay as a payment method on their platform;
 6. You are solely responsible for investigating and resolving disputes with a Customer and Grid will not be a party to or responsible for any disputes;
 7. You shall comply with all applicable laws related to your Store and all goods or services offered through your Store;
 8. You are solely responsible for any taxes, fees, and duties imposed by governmental entities related to payment transactions facilitated through Grid Pay; and
 9. You will comply with any additional service-specific terms applicable to any third party platforms, software, applications, products and services, or websites accessed or used by your Store in connection with your use of Grid Pay (collectively, "**Third Party Terms**").
2. We cannot intervene in any dispute between you and a Customer for any transactions processed using Grid Pay. We make no warranties with respect to the products, services or information sold or provided on a Store, and we are not responsible or liable for: (a) product liability claims; (b) claims that the

offer or sale of products or services sold using Grid Pay fail to conform to any applicable legal or regulatory requirement; (c) claims respecting the Merchant's products, services, or practices arising under consumer protection or similar legislation; or (d) any inaccurate, incomplete or out of date information offered by the Merchant.

3. Grid Pay may not be available in all languages or in all countries, and Grid makes no representation that Grid Pay would be appropriate, accurate or available for use in any particular location or for any particular product or service.
4. In connection with your use of Grid Pay on your Store, you agree to share with Grid the following information in a manner which enables Grid to provide the Grid Pay services: (i) all Saved Information of your Customers who use Grid Pay, including but not limited to: Order Information such as transaction date, product name, product description and image, quantity sold, product cost details (e.g. price, currency, tax, applicable discounts), payment and authorization status, and refund status (if applicable); and Shipping Information such as shipping costs, shipping carrier code, tracking number, order tracking notifications; and (ii) other information relating to your Store necessary to allow Grid to provide the Grid Pay services. Any Saved Information you share with Grid that is comprised of Personal Data will be governed by the Grid Privacy Policy.

3. Support

1. Grid makes no guarantees to you in relation to the availability or uptime of Grid Pay and Grid is not obligated to provide any maintenance, technical or other support related thereto. Grid does not guarantee the availability, accuracy, completeness, reliability, or timeliness of any data or information displayed in connection with Grid Pay. To the extent you choose to use Grid Pay, you are responsible for your reliance on any such data or information. It is your responsibility to maintain appropriate alternate backup of all information and data, including but not limited to any information and data that you may provide to Grid in connection with your use of Grid Pay.

4. Data Protection and Security Obligations

1. You are solely responsible for ensuring that your use of any personally identifiable information or any personal financial information relating to a

Customer, end-user or other personal data, including Saved Information (collectively, "**Personal Data**") complies with applicable law, your agreements with your card acquiring bank, your privacy policy and any other applicable rules. You will only use the Personal Data to process the then current transaction and perform any post-transaction activities for that transaction (e.g. chargebacks), unless that Customer has expressly consented to allow you to use his or her information for other purposes. You agree to (a) provide clear and complete information to Customers regarding your collection, use and disclosure of Personal Data, including, at a minimum, a link to your privacy policy from your Store; (b) take appropriate steps to protect from unauthorised access, use or disclosure of Personal Data; and (c) comply with all applicable laws and regulations regarding privacy and data collection with respect to any collection, use or disclosure of Personal Data. If a Customer or end user ceases to consent or affirmatively revokes consent for your or collection, use or disclosure of their Personal Data, you must promptly cease all such use, and advise Grid of any changes to consent impacting Personal Data you may have provided to Grid. Furthermore, you shall not transmit any Personal Data in connection with the Store unless you use encryption to transmit such Personal Data. If Grid makes available new versions of Grid Pay to address a security breach or security vulnerability regarding Personal Data, then you agree to update all of your Stores to incorporate such new version within a reasonable time period.

5. Confidential Information

1. "**Confidential Information**" shall include, but shall not be limited to, any and all information associated with a party's business and not publicly known, including specific business information, technical processes and formulas, software, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs (including any relevant processing fees), price lists, and other unpublished financial information, business plans and marketing data, and any other confidential and proprietary information, whether or not marked as confidential or proprietary. Grid's Confidential Information includes all information that you receive relating to us, or to any of our services or products, that is not known to the general public including information related to our security program and practices.

2. Each party agrees to use the other party's Confidential Information solely as necessary for performing its obligations under these Terms and in accordance with any other obligations in these Terms including this Section 5. Each party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (i) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such party's obligations hereunder, or by a party's legal or financial advisors, each who each shall treat such Confidential Information as provided herein, and who are each subject to obligations of confidentiality to such party that are at least as stringent as those contained herein; or (ii) as required by any law, regulation, or order of any court of proper jurisdiction over the parties and the subject matter contained in these Terms, provided that, if legally permitted, the receiving party shall give the disclosing party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment. Confidential Information shall not include any information that the receiving party can prove: (A) was already in the public domain, or was already known by or in the possession of the receiving party, at the time of disclosure of such information; (B) is independently developed by the receiving party without use of or reference to the other party's Confidential Information, and without breaching any provisions of these Terms; or (C) is thereafter rightly obtained by the receiving party from a source other than the disclosing party without breaching any provision of these Terms.

6. Grid Trademarks

1. Grid grants to you, during the Term, a personal, non-exclusive, non-sublicensable, non-transferrable, worldwide, royalty free, licence to use the Grid Pay trademarks, logos, service marks and trade names of Grid. and any Affiliates, whether registered or unregistered, including but not limited to the word mark Grid Pay (the "**Grid Pay Marks**"), solely for the purpose of accepting Grid Pay transactions from or through your Store. You shall not use the Grid Pay Marks in such a way as to suggest that Grid endorses or approves of your Store, or any products or services offered on your Store. All other rights in and regarding the Grid Pay Marks, whether express or implied, are expressly reserved to Grid. You acknowledge and agree that: (a) you will use the Grid

Pay Marks only as permitted under these Terms; (b) you will use the Grid Pay Marks in a lawful manner and in strict compliance with all format(s), guidelines, standards and other requirements prescribed by Grid in writing from time to time; (c) the Grid Pay Marks are and will remain the sole property of Grid; (d) nothing in these Terms will confer in you any right of ownership in the Grid Pay Marks and all use thereof by you will inure to the benefit of Grid; (e) you will not, now or in the future, apply for or contest the validity of any Grid Pay Marks; and (f) you will not, now or in the future, apply for or use any term or mark confusingly similar to any Grid Pay Marks.

7. Term and Termination

1. These Terms are effective upon the date you accept these Terms and shall continue as long as you use Grid Pay as a payment method on your Store (the “**Term**”) or until terminated in accordance with this Section 7.
2. If in our sole judgement you fail, or we suspect that you have failed, to comply with any term or provision of these Terms, we may terminate these Terms at any time without notice to you and accordingly we may terminate your access to Grid Pay or any part thereof.
3. We reserve the right to modify or terminate Grid Pay for any reason, without notice at any time.
4. We reserve the right to refuse service to anyone for any reason at any time.
5. Except as expressly permitted by Grid, upon termination or expiration of these Terms, you will immediately: (a) cease all use of Grid Pay; and (b) cease all use of the Grid Pay Marks.

8. Representations and warranties

1. By using Grid Pay you represent and warrant that: (i) you are at least 18 years of age; (ii) the information you provide to Grid in using Grid Pay is true and correct; (iii) you will not use Grid Pay for any fraudulent, unlawful or abusive purpose; (iv) your use of Grid Pay is not in violation of any obligation imposed on you; and (v) you will comply with any Third Party Terms.

9. Prohibited Uses

1. In addition to other prohibitions as set forth in the Terms, you are prohibited from using Grid Pay, or any related content or services: (a) for any unlawful

purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial, state or local laws, regulations, rules, or 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 or destructive code; (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; (k) to interfere with or circumvent the security features of any service provided by Grid, including Grid Pay, or any related website or application, other website or application, or the Internet; (l) in such a way that could overburden, attack, damage, or otherwise negatively impact the performance of Grid Pay, or any other user's use of Grid Pay; or (m) use any robot, spider or similar process, to access Grid Pay for any purpose. We reserve the right to terminate your use of Grid Pay or any related website or application for violating any of the prohibited uses.

10. Limitation of liability; Disclaimer of warranties

1. To the extent permitted by applicable law, you expressly understand and agree that in no event shall Grid, its Affiliates or their respective its employees, agents, suppliers or independent contractors (the "**Disclaiming Entities**") be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses which may be incurred in connection with your use of Grid Pay, your Store, or any goods, services, or information purchased, received, sold, or paid for by way of Grid Pay, regardless of the type of claim or the nature of the cause of action, even if the Disclaiming Entity has been advised of the possibility of such damage or loss. Because some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, our liability shall be limited to the maximum extent permitted by law.
2. You agree to indemnify, defend and hold harmless Grid and the Disclaiming Entities from all claims, losses, damages, penalties, liability and costs, including reasonable attorneys' fees, of any kind or nature arising out of or related to a claim: (a) alleging that your use of Grid Pay infringes or violates

the rights of a third party (including any Merchant) or violates applicable law; or (b) arising out of your breach of these Terms, any Third Party Terms, or the documents they incorporate by reference.

3. Your use of Grid Pay is at your sole risk and is provided on an “as is” and “as available” basis without any warranty or condition, express, implied or statutory.
4. To the fullest extent permitted by law, Grid and the Disclaiming Entities make no representation or warranty of any kind whatsoever for Grid Pay, the content, materials, information and/or functions available through Grid Pay, or for any breach of security associated with the transmission of information (including sensitive information) through Grid Pay.
5. Any reliance on the material or information made available through Grid Pay is at your own risk. We do not warrant that Grid Pay will be uninterrupted, timely, secure, or error-free, or that any errors will be corrected. We do not warrant that the result obtained from use of Grid Pay will be accurate or reliable.

11. Governing law

1. These Terms shall be governed by and interpreted in accordance with the laws of the Netherlands, without regard to principles of conflicts of laws. You and we irrevocably and unconditionally submit to the exclusive jurisdiction of the provincial and federal courts of Amsterdam. The Netherlands with respect to any dispute or claim arising out of or in connection with these Terms or your use of Shop. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and is hereby expressly excluded.

12. Assignment

1. You may not assign these Terms or any rights or obligations hereunder, by operation of law or otherwise, without our prior written approval and any such attempted assignment shall be void. We reserve the right to freely assign these Terms and the rights and obligations hereunder, to any third party without notice or consent. Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

13. Waiver, Severability and Complete Agreement

1. The failure of Grid to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms, including all terms and conditions and other documents it incorporates by reference, is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provision of the Terms shall remain in full force and effect.
2. These Terms, Grid's Privacy Policy, and any other policies or operating rules incorporated into these Terms or posted by us in respect to Grid Pay, constitute the entire agreement between you and Grid and govern your use of Grid Pay on your Store, superseding any prior agreements between you and Grid (including, but not limited to, any prior versions of the Terms). Notwithstanding the foregoing, if you are an existing Grid merchant who uses services offered by Grid which are governed by the Grid Terms of Service, these Terms supplement, but do not amend, the Grid Terms of Service. In the event of any conflict or inconsistency between these Terms and the Grid Terms of Service, these Terms will govern your use of Grid Pay to the extent necessary to resolve the conflict or inconsistency.
3. These Terms are not intended and shall not be construed to create any rights or remedies in any parties other than you and Grid, and no other person will have the ability to assert any rights as a third party beneficiary under these Terms.

14. Survival

1. Upon termination of your use of Grid Pay or termination of these Terms for any reason, the following sections shall survive termination: Sections 2, 4, 5, 6, 7 and 10 through 14.

3. Grid.com B.V. Software Terms of Service

Grid.com B.V. (“Grid”) – Software Terms of Service

You can always find the Merchant Software Terms of Service here at Grid.com and in the app settings in Grid. If you have any questions, you can reach us via support@grid.com

For the Data Processing Agreement, scroll down.

Here on out, we’ll refer to the Grid native applications provided through the Grid App Store as the “**Application**”.

“**We**” or “**Grid**” refers to a limited liability company, Grid.com B.V. incorporated under the Dutch laws, with business address at Radarweg 29 The Netherlands.

Grid is the developer of the Application and is responsible for all operations under these Terms.

The Software Terms of Service are made between you and Grid.

1. Accepting the Software Terms of Service

While we aim for easy setup, this document contains terms between us and you.

The Merchant Software Terms of Service (hereinafter referred to as the “**Terms**” and “**Software Terms**”) governs your (hereinafter “**You**” or the “**Merchant**”) installation and use of the Application made available on the “Grid Platform” (meaning the combined overview of all Merchant’s hosted by Grid, including Merchant’s products and services and Point of Sale (POS), through which Grid provides the Grid hosted commerce platform available via www.Grid.com and any associated websites, products or services offered by Grid (the “**Service**”). If You are using the Service and/or entering into the Terms on behalf of a company, organisation, entity or brand (hereinafter jointly referred to as the “**Company**”), the term “**You**” and the “**Merchant**”, as used throughout the Software Terms, apply both You and the Company You represent. In addition, please note that We need to collect certain information relating to You and Your online store and Point of Sale hosted by Grid (hereinafter referred to

as **"Your Store"** or **"Merchant Store"**) We use this information to provide You the services through the Application.

You and Grid are hereinafter jointly referred to as the **"Parties"**.

We have created a privacy policy (hereinafter referred to as the **"Grid Privacy Policy"**). It tells You more how we collect, use and store any information relating to You and Your Store. In addition, by accepting the Software Terms You also accept the Data Processing Agreement (hereinafter referred to as the **"DPA"**) attached to it. The DPA is needed because You allow us to process some personal data on Your behalf and therefore certain data protection laws require us to make one.

We have created terms and conditions for Your use of the Grid Platform (the **"Merchant Terms of Service"**). Any terms not otherwise defined in these Software Terms – such as Grid API – refer to the corresponding term in the Merchant Terms of Service.

The Software Terms of Service, the DPA attached to it and the Grid Privacy Policy, constitute the entire agreement between You and Grid. You must accept both these Software Terms and the Grid Privacy Policy to install and use the Application. By installing the Application You are accepting the Software Terms, the DPA attached to it and the Grid Privacy Policy. You must ensure you have the necessary authority to sign the Agreement on behalf of the entity using the Application. When using the Application, You must provide correct, up-to-date information as requested by us and must not use any other person's identity. When filling in your contact details (such as e-mail address), please give Your business email address. We will use the e-mail address when communicating with You and Your Store.

2. The Application

The Application provides You a service in which your customers (hereinafter referred to as **"Your Customers"**) can use functions (direct or indirect) from the Application (hereinafter the products and services available at Your Store jointly referred to as the **"Products"**).

The Application will add an extra product to the checkout in Your Store. This product is called the **"Grid Product"**.

3. Licence

3.1 We grant you a limited licence to use the Application and Our trademarks.

Subject to the Software Terms, We grant You a non-exclusive, inalienable, royalty-free, non-transferable, non-sublicensable, revocable and limited licence to use the Application solely in the manner described in the Software Terms.

All the rights related to the Application belong to Grid and its subcontractors and its potential licensors. The Software Terms do not grant You any intellectual property rights to the Application.

You shall not, during or after the termination of the Software Terms, register any trademark, model, trade name, domain name, email address, or social media account that can be confused with the Grid trademark or trademarks, slogans, or identifiers of Us or Our licensors.

You have a non-exclusive and limited right to use Our marketing materials (hereinafter referred to as the "**Materials**") and any trademarks owned by Us (registered numbers hereinafter referred to as the "**Grid trademarks**") under these Software Terms pertaining to the sale and marketing of the Application as a part of Your Store, and only in the form in which we have provided them to You or in a manner separately agreed in writing, during the term and for the purposes of these Software Terms. To be clear, the Application itself includes Grid trademarks and You may use them at Your Store as such during the term of the Software Terms.

When You use the Materials and Grid trademarks, You agree to follow the following instructions:

- You have the right to use Grid's trademarked logo and symbol in Your store through the Application, on Your social media, and on possible other channels, platforms and instances where it's clearly meant for marketing and communications purposes.

- You can add the logo as is to images and visual backgrounds on said channels and fit it to size. You cannot alter, edit, skew or modify the logo nor the symbol in any way.
- You must always use the primary logo with the symbol and the word mark. The vertical version of the logo can be used as a secondary logo.
- The logos and symbols should always have at least the equivalent amount of the two innermost C-shapes clear space around them in all directions.
- The logos and the symbol are used in either black or white. You cannot alter or edit the colouring, nor add shading and shadowing to it. The logo must always stand out from its background.
- The logo is aligned either to the centre of the layout or to one of the four corners of the layout. When placing the Grid logo next to another logo, always maintain the clear space around the logo.
- You can use #Grid.com in Your communications where suitable and when talking about the Application and/or the possibility to offset.
- You can tag Grid in any social media channels with the appropriate handles.
- You can link to Grid's materials and website on any occasion where it suits Your marketing and communications needs.
- You can use any text material, phrasing or wording in Grid's Application, Application page in Grid, and on Grid's website in Your captions, copy text, customer service, and communications if and when it suits Your needs.
- If You use the Materials provided by Grid, You must credit Grid for the materials where applicable. As an example: If using a photo provided by Grid in a social media post, You should include a mention of Grid in the caption or tag Grid. If You use a photo provided by Grid as a web store banner, and crediting Grid doesn't fit the layout, You do not have to do so.

3.2 Limitations to the use of the Application and use of Data

When using the Application, You must provide correct, up-to-date information as requested by us and must not use any other person's identity. You may only use the Application in accordance with the purposes stated in the Software Terms. You must not take any action that Grid considers contradictory to the purpose of the Application. This means that, You should not, for instance:

- Bypass or attempt to bypass any of the features of the Application related to controlling usage or preventing copying;
- Study, scan, or test any vulnerabilities in the Application;

- Use any data mining, robots, or other corresponding data collection or data analysis method or bots or other automated methods to use the Application;
- Use, copy, sell, rent, transfer, licence, or otherwise offer the Application to third parties;
- Reverse engineer, decompile, open, or otherwise attempt to source code of the Application or ancillary technology in whole or in part;
- Use the Application via any user interfaces other than those provided by Grid;
- Use the Application in violation of applicable legislation or in a way that violates the intellectual property rights, business secrets, or privacy of third parties;
- Use the Application for unauthorised, inappropriate, or unethical purposes or activities;
- Use the Application for transferring material that includes adware, malware, or spyware, software viruses, or any other computer code designed to disrupt, destroy, or restrict the functioning of computer software or hardware;
- Modify or cause modifications to files that are part of the Application without Grid's written consent;
- Attempt to purchase or sell the Application or provide or rent it to another party, or use the Application if Grid has previously taken measures to cancel Your use of the Application or You have previously been blocked from using the Application; or
- Use the Application to advertise or convey any commercial advertisements to anybody, including chain letters, advertisements, or spam, or repeated or misleading messages.

All data, including information (including personal information) relating to a Customer including, but not limited to, order information, payment information, account information and usage information of the Application, including usage of products and services of the Merchant, is Your property ("**Customer Data**"). You grant Grid an irrevocable right to a copy of all Customer Data, of which Grid is the owner and may use for any purpose deemed fit by Grid. Any data created or supplied by Grid relating to the Application and its and Your use of the Grid API and all software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, websites, and any additional intellectual or other property used by or on behalf of Grid or Grid related entities or otherwise related to the Application of the Grid App Store and the Grid Platform, is and remains the sole property of Grid and may not be used by the Merchant for any purpose than for the proper execution of Merchant's obligations towards its Customers in their use of

the Application, and which use is limited to the duration of Merchant providing use of the Application to the Customer and which right of use may be revoked at any time by Grid at its sole discretion.

We reserve the right to specify which activities are considered violations of these Software Terms. We also reserve the right to take measures, if necessary, that may result in cancelling Your use of the Application and/or blocking You from installing it.

4. Price and terms of Payment of the Grid Application

Fees

The price of the Grid Product is referred to as the “**Grid Application Fee**” and is published by Grid in the Grid App Store.

The Application uses Grid Pay to collect the Grid Application Fees from the payments due by Your Customers to You for the Products and automatically handles the payouts to Grid. Additionally, Grid Pay automatically withholds Our fees for using Grid Pay itself.

We reserve the right to amend the price of the Grid Application Fee by updating the Application with or without a notice to You. The new price is applicable upon the update. If You do not accept the new price, Your sole legal remedy is to terminate the Merchant Agreement by discontinuing the use of the Application.

All Grid Application Fees are final and non-refundable, and they cannot be returned to You or any amounts thereunder to Your Customers by Grid. For the sake of clarity, You must comply with all applicable legislation, including but not limited to the all applicable tax legislation and the consumer protection with dealings with Your Customers. This is further defined in Section 7 (Limitation of Liability).

5. Updates

We constantly seek to improve the Application and reserve the right to updates. We may change or discontinue the availability of some or all parts of the Application at any time for any reason, with or without a notice.

We shall be entitled to alter these Software Terms with or without a notice to You. The latest version of the Software Terms can be found at [Grid.com](https://grid.com) and is applicable immediately after publishing.

6. Non-Disclosure of Confidential Information

The Parties shall, while these Software Terms are in force and also three (3) years after the termination of the Software Terms, keep secret all the negotiations relating to the Service and all information and material received from the other Party that relate to the business or other activities of the other Party or its affiliate organisations, including trade secrets and proprietary information and material, regardless of the form they are presented as (hereinafter referred to as the "**Confidential Information**"). The Parties shall refrain from using Confidential Information for purposes other than those of the Software Terms.

The Parties have the right to share Confidential Information with such advisers, third-party agents and organisation executives and employees, who need the information in connection with the preparation or implementation of the Software Terms, however only in a manner that the Party distributing the information is responsible to the other Party for ensuring that shared information remains confidential. The Parties shall be responsible for ensuring that all persons and entities involved in the implementation of the Software Terms, including any advisers to such Party, are committed to the obligations referred to in this Section 6.

However, a Party may, as an exemption from this Section 6, provide Confidential Information to third Parties if required by law or regulatory decision. In addition, Grid may share any Confidential Information with the Foundation.

The Confidentiality Agreement does not apply to Confidential Information:

- that is public knowledge at the time of the disclosure of the Confidential Information or subsequently comes to public knowledge without the Parties having been in breach of the Merchant Agreement;
- that was already known to or processed by the Party, before receiving the Confidential Information from the other Party; or that
- the Party has demonstrably received from a third Party not under the obligation of confidentiality.

7. Limitation of Liability

We offer the Application and its services to You as it is described in the Software Terms. We endeavour to maintain the functionality of the Application, but please be aware that We may temporarily or permanently suspend the Application any time. This might affect You negatively but by accepting the Software Terms You are aware of this risk. Grid shall not be liable to You for any indirect, consequential, or other corresponding damages, including loss of revenues or profits, lost information, or business disruption that are in any way due or related to the Merchant Agreement or the use of the Application.

In any case, the total joint liability of Grid shall be limited to the sum You have paid to Grid in accordance with the Software Terms over two months preceding the date when Your original claim was made. If You have not paid anything to Grid during this period, Your sole legal remedy is to discontinue the use of the Application and terminate the Software Terms.

The Application is developed by Grid. Therefore i) Grid is solely responsible for the Application, (ii) Grid is not liable for any fault in the Application or any harm that may result from its installation or use; (iii) except where expressly stated by Grid, Grid cannot provide assistance with the installation or use of the Application; and (iv) Grid is solely responsible for any liability which may arise from Your access to or use of the Application, including: (A) the development, use, marketing or distribution of or access to the Application, including support of the Application; or (B) Grid's access, use, distribution or storage of any information relating to You or Your Store.

You are responsible for all applicable taxes that arise from or as a result of Your use of the Application under these Terms or with dealings with Your Customers. You must comply with all applicable legislation, including but not limited to the tax, consumer protection and privacy laws with dealings with Your Customers. You must not provide us any other personal identifiable information of Your Customers than defined in the Privacy Policy and the DPA. You undertake to protect and defend Grid (including Our executives, managers, brokers, joint projects, and employees) from all claims, demands, claims for damages, and losses, including reasonable legal fees, claimed by a third party, including Your Customers, due to Your use of the Application or Your breach of the Software Terms.

8. Term and Termination

The Software Terms shall be valid for as long as You continue using the Application. You may cancel the Software Terms by ceasing the use of the Application any time, taking one month's notice period into account.

We may terminate or suspend Your right to use the Application any time with or without a notice to You. This also terminates the Software Terms.

Upon termination of the Software Terms: (i) Grid and You shall return to the other party, or destroy (and provide certification of such destruction), all property of the other party in its possession or control (including all Confidential Information); (ii) the Merchant shall immediately cease displaying any Grid trademarks on any website or otherwise; and (iii) all rights granted to You hereunder will immediately cease.

9. Assignment of the Agreement

You shall not be entitled to assign the rights or obligations deriving from the Merchant Agreement. Grid shall be entitled to assign all of the rights and obligations deriving from the Merchant Agreement (including intellectual property rights and licences) to Our Group companies or any other party as part of the transfer or sale of Our business or other corporate transaction.

10. Governing law and the dispute resolution

These Software Terms will be governed by and interpreted in accordance with the laws of the Netherlands without regard to principles of conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Software Terms and is hereby expressly excluded.

The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands with respect to any dispute or claim arising out of or in connection with this Agreement.

11. Contact information

You can always contact us via support@grid.com

4. Grid.com B.V. Data Processing Agreement

1. Data Processing Agreement

Because you might be subject to the the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the “**GDPR**”) you must have a written agreement in place with all the entities you rely on in processing personal data. Because you rely on us in collecting certain information about you and your Point of sale (POS) hosted by Grid (hereinafter referred to as “**Your Store**” or “**Merchant Store**”). This is why we need to have this Data Processing Agreement (hereinafter referred to as the “**DPA**”) signed.

2. Background and purpose

“**We**” or “**Grid**”, Grid.com B.V., incorporated under the laws of the Netherlands, with trade register number 86351699, address Radarweg 29, 1043 NX Amsterdam, the Netherlands, and you agreeing to this DPA (hereinafter “**You**” or the “**Merchant**”) have entered into agreement (hereinafter referred to as the “**Merchant Agreement**”) under which Grid provides You a service in which Your customers (hereinafter referred to as “**Your Customers**”) can offset the carbon footprint of the shipping of products or services available at Your Store. As part of the services, We will process certain personal data, such as shipping details of Your Customers, on Your behalf. You and we are jointly referred to as the “**Parties**”.

The terms “**personal data**”, “**process**”, “**controller**”, “**processor**” and “**data subject**” used in this DPA shall have the meaning set forth in the GDPR.

The purpose of this DPA is to agree on the processing, protect personal data and to fulfil the requirements under the GDPR. Grid shall process personal data in accordance with the GDPR and any applicable national privacy and/or data protection legislation in Finland (together the “**Privacy Legislation**”).

3. Processing of personal data

The Merchant shall be the controller and Grid shall be the processor of personal data under this DPA.

The Merchant shall ensure that there is a legal basis for the processing of personal data and that the processing of personal data on its own part complies with the Privacy Legislation. The Merchant shall provide Grid with all necessary, written instructions regarding Grid's processing of personal data. The Merchant shall also inform Grid of any erroneous, rectified, updated or deleted personal data. The Merchant shall exclusively determine the purposes of the processing of personal data.

Grid shall process personal data only in accordance with the Merchant's written instructions, the terms of the Merchant Agreement and this DPA, unless it is required to process the personal data in a certain manner under the Privacy Legislation or any other national legislation Grid is subject to. In such case Grid shall inform the Merchant of such legal requirement before processing the personal data, unless such informing is prohibited. Grid is only entitled to process personal data for the purpose and manner which is necessary to perform its obligations under this DPA and the Merchant Agreement.

4. Security Measures

Parties' Security Measures

The Parties shall agree upon implementation of appropriate technical and organisational security measures for the processing of personal data as referred to in Article 32(1) of the GDPR. The agreed security measures may be described in more detail in Appendix 1.

Grid Security Assistance

Grid shall reasonably assist the You in ensuring compliance with the obligations pursuant to Articles 32–36 of the GDPR taking into account the nature of the processing and the information available to Grid. Grid shall notify You of any personal data breach without undue delay after having become aware of it.

Security Compliance by Grid Staff

Grid shall ensure that personnel with access to personal data have received training regarding processing of personal data and have committed themselves to confidentiality.

If Grid receives a request for information from any data protection authority, data subject or any other third party with regard to personal data, such request shall without undue delay be forwarded to personal data to You to the email address You have provided to us.

In connection with the termination of this DPA for whatever reason, Grid and any third parties authorised as another processor under this DPA to have a logical access and process personal data in order to provide parts of the services of the Application (hereinafter referred to as the “**Subprocessor**”) shall immediately cease to process personal data, and delete or return personal data to You. Grid and any Subprocessors shall also destroy any copies of personal data in its possession or control unless storage is required under applicable law.

5. Subcontracting

The Merchant specifically authorises the engagement as Subprocessors of the entities defined in the Appendix 1.

In addition, the Merchant generally authorises the engagement as Subprocessors of any other third parties (hereinafter referred to as the “New Third Party Subprocessors”). When engaging any New Third Party Subprocessor, Grid will:

i) ensure a written contract that:

- The Subprocessor only accesses and uses personal data to the extent required to perform the obligations subcontracted to it, and does so in accordance with the Merchant Agreement and this DPA
- The data protection obligations described in the Article 28(3) of the GDPR, as described in this DPA, are imposed on the Subprocessor; and

ii) remain fully liable for all obligations subcontracted to, and all acts and omissions of the Subprocessor.

When any New Third Party Subprocessor is engaged during the term of this DPA, Grid will, at least fourteen (14) days before the New Third Party Subprocessor starts

processing any Customer Data, notify the Merchant of the engagement (including the name and location of the relevant Subprocessor and the activities it will perform).

The Merchant may, within thirty (30) days after being notified of the engagement of a New Third Party Subprocessor, object by terminating the Merchant Agreement and this DPA immediately upon written notice to Grid. This termination right is The Merchant's sole and exclusive remedy if The Merchant objects to any New Third Party Subprocessor.

6. Transfers outside of EU/EEA

Grid may transfer personal data outside the European Union (EU) or the European Economic Area (EEA) without the Merchant's prior written approval. Any such transfer shall be subject to an execution of standard data protection clauses adopted in accordance with Article 46(2) of the GDPR between Grid and its Subprocessors, as applicable, or other appropriate safeguards as prescribed under Chapter V of the GDPR.

7. Processing records

To the extent the GDPR requires Grid to collect and maintain records of certain information relating to the Merchant or Merchant's Store, Grid will, where requested, to supply such information and keep it accurate and up-to-date. Grid may make any such information available to the Supervisory Authorities if required by the GDPR.

8. Follow-up of processing personal data

Grid shall make available to the Merchant on its request the information necessary to demonstrate compliance with Grid's obligations laid down in this DPA and allow for and contribute to audits or inspections conducted by the Merchant, an auditor mandated by the Merchant or any data protection authority. Grid may require any person participating in such an audit to sign a reasonable confidentiality undertaking.

Each Party shall be liable for its own part of the audit or inspection costs. In other words, if You request an audit, You will be liable for the costs of it.

9. Liability

Here's what we agree on liabilities:

Grid shall compensate You in respect of damages incurred by the Merchant due to and to the extent processing carried out by Grid being in breach of its obligations under this DPA or the Privacy Legislation. Notwithstanding the aforementioned, Grid shall not be liable to You for any indirect, consequential, or other corresponding damages, including loss of revenues or profits, lost information, or business disruption that are in any way due or related to the use of the Application or the DPA.

In any case, the total joint liability of Grid and the Foundation shall be limited to the sum You have paid to Grid in accordance with the Merchant Agreement over two months preceding the date when Your original claim was made. If You have not paid anything to Grid during this period, Your sole legal remedy is to discontinue the use of the Application and terminate the Agreement.

10. Term and Termination

The DPA shall apply from the day it has been accepted as a part of the Merchant Agreement by the Parties. By installing the Application You are accepting the Merchant Agreement, the DPA and the Grid Privacy Policy.

The DPA is valid as long as the Merchant Agreement is applicable. Please see Section 8 (Term and Termination) and other relevant sections in the Merchant Agreement.

What has been agreed upon the assignment of the agreement and the governing law and the dispute resolution in the Merchant Agreement, shall also apply to this DPA.

11. Appendices

The following Appendices shall form an integral part of this DPA:

Appendix 1 Personal data Description

When referring to the DPA the reference shall include all Appendices to this DPA and the relevant parts of the Merchant Agreement. If the content of the Merchant

Agreement or the Appendices conflict with the contents of the DPA, the content of the DPA shall take precedence. If the contents of the Appendices deviate from each other, the Appendix with the lower sequence number shall take priority.

1 The nature and purpose of processing

The subject matter and the purpose of the processing of personal data is to provide You a service in which Your customers can offset the carbon footprint of the shipping of products or services available at Your Store and to carry out our contractual obligations. We may also process the data for communicating with You and marketing the Services and our other relevant products and services to You.

We may also use the data for quality improvement and trend analysis. In addition, we may process the data to administer and fulfil our obligations under the law (for instance, bookkeeping) and for claims handling and legal processes.

2 Categories of personal data and Data Subjects

The following categories of personal data of the following data subjects will be processed by Grid:

- Category of Data Subjects: Your customers, Category of personal data: Shipping details of the product/service purchased on Your Store (city, country, country code)
- Category of Data Subjects: Merchants, Category of personal data: Contact email

3 The Parties have agreed upon the following technical and organisational security measures for processing of personal data

We use administrative, organisational, technical, and physical safeguards to protect the personal data we collect and process. Measures include, for example, encryption of personal data using the 256-bit Advanced Encryption Standard (AES-256) or better symmetric keys and two-factor authentication. We are committed to improving the safety and security of the Services and will, for example, create an internal reporting system.

Only a limited number of people, trained on the data protection issues, have access to the personal data.

4 Approved Subprocessors and their transfers

The Merchant approves the use of the following Subprocessors for processing personal data:

- Name of the company: Grid.com B.V. Grid receives the Grid Application Fees.

- Name of the company: Maxem Energy Solutions B.V, Service location: The data is hosted in the Netherlands use the privacy policy of Maxem on data transfers, Country of registration:the Netherlands, The heart of the Grid service is using Maxem Energy Solutions B.V. to be able to deliver the service to you. The general conditions of Maxem also apply: <https://maxem.io/nl/algemene-voorwaarden/>
- Name of the company: Google Ireland Limited, Service location: The data is hosted World Wide, see the privacy policy of Google on data transfers, Country of registration: Ireland Service provided to us: The heart of the Grid service is using Google Cloud Platform to be able to deliver the service to you.
- Name of the company: Stripe Inc., Service location: Worldwide. See [the privacy policy of Stripe](#). Country of registration: US, Service provided to us: The Grid Application Fees and other payments are directed to a Stripe Account.

5. Grid.com B.V. Privacy Policy

1. Introduction

In our mission to make commerce better for everyone at Grid, we collect and use information about you, our:

- partners who develop apps for merchants to use, build stores on behalf of merchants, refer potential entrepreneurs to Grid, or otherwise help merchants operate or improve their Grid-powered business
- merchants using Grid to power your business
- customers who shop at a Grid-powered business
- users of Grid apps and services
- visitors to Grid's websites, or anyone contacting Grid support

This Privacy Policy will help you better understand how we collect, use, and share your personal information. If we change our privacy practices, we may update this privacy policy. If any changes are significant, we will let you know (for example, by email).

2. Our values

Trust is the foundation of the Grid platform and includes trusting us to do the right thing with your information. Three main values guide us as we develop our products and services. These values should help you better understand how we think about your information and privacy.

Your information belongs to you

We carefully analyse what types of information we need to provide our services, and we try to limit the information we collect to only what we really need. Where possible, we delete or anonymize this information when we no longer need it. When building and improving our products, our engineers work closely with our privacy and security teams to build with privacy in mind. In all of this work our guiding principle is that your information belongs to you, and we aim to only use your information to your benefit.

We protect your information from others

If a third party requests your personal information, we will refuse to share it unless you give us permission or we are legally required. When we are legally required to share your personal information, we will tell you in advance, unless we are legally forbidden.

We help merchants and partners meet their privacy obligations

Many of the merchants and partners using Grid do not have the benefit of a dedicated privacy team, and it is important to us to help them meet their privacy obligations. To do this, we try to build our products and services so they can easily be used in a privacy-friendly way.

3. Why we process your information

We generally process your information when we need to do so to fulfil a contractual obligation (for example, to process your (subscription) payments to use the Grid platform), or where we or someone we work with needs to use your personal information for a reason related to their business (for example, to provide you with a service). European law calls these reasons “legitimate interests.” These “legitimate interests” include:

- preventing risk and fraud
- answering questions or providing other types of support
- helping merchants find and use apps through our app store
- providing and improving our products and services
- providing reporting and analytics
- testing out features or additional services
- assisting with marketing, advertising, or other communications

We only process personal information for these “legitimate interests” after considering the potential risks to your privacy—for example, by providing clear transparency into our privacy practices, offering you control over your personal information where appropriate, limiting the information we keep, limiting what we do with your information, who we send your information to, how long we keep your information, or the technical measures we use to protect your information.

One of the ways in which we are able to help merchants using Grid is by using techniques like “machine learning” (European law refers to this as “automated decision-making”) to help us improve our services. When we use machine learning, we either: (1) still have a human being involved in the process (and so are not fully

automated); or (2) use machine learning in ways that don't have significant privacy implications (for example, reordering how apps might appear when you visit the app store).

We may process your personal information where you have provided your consent. In particular, where we cannot rely on an alternative legal basis for processing, where your data is sourced and it already comes with consent or where we are required by law to ask for your consent in the context of some of our sales and marketing activities. At any time, you have a right to withdraw your consent by changing your communication choices, opting out from our communications or by contacting us.

4. What information we process

Information about which personal data is being collected and processed depends on the relationship between you and Grid. More information will be available in the terms and conditions applicable to the Grid platform and app store or the agreement between you and Grid.

5. Your rights over your information

We believe you should be able to access and control your personal information no matter where you live. Depending on how you use Grid, you may have the right to request access to, correct, amend, delete, port to another service provider, restrict, or object to certain uses of your personal information (for example, direct marketing). We will not charge you more or provide you with a different level of service if you exercise any of these rights.

If you buy something from a Grid-powered store and wish to exercise these rights over information about your purchase, you need to directly contact the merchant you interacted with. We are only a processor on their behalf, and cannot decide how to process their information. We will of course help our merchants to fulfil these requests by giving them the tools to do so and by answering their questions.

If you are a merchant, partner, Grid employee, or other individual that Grid has a direct relationship with, please submit your data subject request through legal@grid.com. Please note that if you send us a request relating to your personal information, we have to make sure that it is you before we can respond. In order to do so, we may use a third party to collect and verify identification documents.

If you are not happy with our response to a request, you can contact us to resolve the issue. You also have the right to contact your local data protection or privacy authority at any time.

Finally, because there is no common understanding about what a [“Do Not Track”](#) signal is supposed to mean, we don’t respond to those signals in any particular way.

Where we send your information

We are a Dutch company, but we work with and process data about individuals across the world. To operate our business, we may send your personal information outside of your country, including to the United States. This data may be subject to the laws of the countries where we send it. When we send your information across borders, we take steps to protect your information, and we try to only send your information to countries that have strong data protection laws.

Transfers outside of Europe and Switzerland

If you are in Europe, your personal information may be sent to other Grid locations and to service providers who may be located outside of Europe. When we send your personal information outside of Europe, we do so in accordance with European law.

When we send your personal information to countries or regions outside of Europe, we will only do so if the European Commission has found those countries or regions will adequately protect your information. If we then send this personal information, this information is protected by contractual commitments that are comparable to those provided in [Standard Contractual Clauses](#).

Finally, while we do what we can to protect your information, we may at times be legally required to disclose your personal information (for example, if we receive a valid court order).

6. How we protect your information

Our teams work tirelessly to protect your information, and to ensure the security and integrity of our platform. However, we all know that no method of transmission over the Internet, and method of electronic storage, can be 100% secure. This means we cannot guarantee the absolute security of your personal information.

7. How we use “cookies” and other tracking technologies

We use cookies and similar tracking technologies on our website and when providing our services. For more information about how we use these technologies, including a list of other companies that place cookies on our sites, a list of cookies that we place when we power a merchant’s store, and an explanation of how you can opt out of certain types of cookies, please see our Cookie Policy.

8. How you can reach us

If you would like to ask about, make a request relating to, or complain about how we process your personal information, please contact the Grid Support or mail us at one of the addresses below.

Grid.com B.V.
Radarweg 29
1043 NX Amsterdam

legal@grid.com

6. Grid.com B.V. Acceptable Use Policy

Grid is an application operating as a central hub and commerce platform that provides products and services to individuals and/or businesses including navigating, parking and EV-charging and tools and technology for Merchants to use the Service to sell their products or services.

This Acceptable Use Policy (“AUP”) describes activities that are prohibited in connection with your use of the Services.

Any capitalised terms used in this AUP are defined on the Grid AUP Definitions page below (**Annex 1**).

The following activities are prohibited:

1. **Child exploitation:** You may not offer goods or services, or post or upload Materials that exploit or abuse children, including but not limited to images or depictions of child abuse or sexual abuse, or that present children in a sexual manner.
2. **Harassment, bullying, defamation and threats:** You may not offer goods or services, or post or upload Materials, that harass, bully, defame or threaten a specific individual.
3. **Hateful content:** You may not use the Services to promote or condone hate or violence against people based on race, ethnicity, color, national origin, religion, age, gender, sexual orientation, disability, medical condition, veteran status or other forms of discriminatory intolerance. You may not use the Services to promote or support organisations, platforms or people that: (i) promote or condone such hate; or (ii) threaten or condone violence to further a cause.
4. **Illegal activities:** You may not offer goods or services, or post or upload Materials, that contravene or that facilitate or promote activities that contravene, the laws of the jurisdictions in which you operate or do business.
5. **Intellectual property:** You may not offer goods or services, or post or upload Materials, that infringe on the copyright or trademarks of others.
6. **Malicious and deceptive practices:** You may not use the Services to transmit malware or host phishing pages. You may not perform activities or upload or distribute Materials that harm or disrupt the operation of the Services or other infrastructure of Grid or others, including Grid third party providers. You may

not use the Services for deceptive commercial practices or any other illegal or deceptive activities.

7. **Personal, confidential, and protected health information:** You may not post or upload any Materials that contain personally identifiable information, sensitive personal information, or confidential information, such as credit card numbers, confidential national ID numbers, or account passwords unless you have consent from the person to whom the information belongs or who is otherwise authorised to provide such consent. You may not use the Services to collect, store, or process any protected health information subject to mandatory privacy and data protection laws protecting such confidential and proprietary information, any applicable health regulations or any other applicable law governing the processing, use, or disclosure of protected health information.
8. **Restricted Items:** You may not offer goods or services that are, appear to be, or are related to Restricted Items.
9. **Self-harm:** You may not offer goods or services, or post or upload Materials, that promote self-harm.
10. **Spam:** You may not use the Services to transmit unsolicited commercial electronic messages.
11. **Terrorist organizations:** You may not offer goods or services, or post or upload Materials, that imply or promote support or funding of, or membership in, a terrorist organization.

We may, at any time and without notice, remove any Materials, and suspend or terminate your Account or your access to the Services if you engage in activities that violate the letter or spirit of this AUP, including activities outside of your use of the Services.

Grid has the right, but not the obligation, to monitor or investigate any Materials and your use of the Services at any time for compliance with this AUP and the Grid Terms of Service, or any other agreement between you and Grid governing your use of the Services (collectively, the "Terms"). Our determination of whether a violation of this AUP has occurred will be final and binding, and any action taken with respect to enforcing this AUP, including taking no action at all, will be at our sole discretion.

Grid may modify this AUP, including the list of Restricted Items, at any time by posting a revised version at <https://Grid.com/EN/legal/terms/acceptable-use-policy>. By continuing to use the Services or access your Account after a revised version of the

AUP has been posted, you agree to comply with the latest version of the AUP. In the event of a conflict between the AUP and the Terms, this AUP will take precedence, but only to the extent required to resolve such conflict. Capitalised terms used but not defined in this AUP shall have the meanings set forth in the Terms.

If you feel that a user of the Services has violated this AUP, please contact us at legal@grid.com.

Annex 1 – Grid AUP Definitions

The definitions listed below (“**AUP Definitions**”) apply to Grid’s Acceptable Use Policy (“**AUP**”). Grid reserves the right to update and change the AUP Definitions at any time.

“**Materials**” means any photo, image, video, graphic, written content, audio file, code, information, data, software or other content uploaded, collected, generated, stored, displayed, distributed, transmitted or exhibited on or in connection with your Account.

“**Merchants**” means an individual or business that uses the Service to sell products or services.

“**Restricted Items**” means drugs, (parts of) weapons or ammunition, explosives, alcohol and other items generally considered as prohibited and/or unethical.

“**Services**” means the Grid hosted commerce platform available via www.grid.com and any associated websites, products or services offered by Grid.

7. Maxem Software Terms of Service

Dear Grid user,

As a separate document provided to you will find the general terms and conditions of the third party (the "Terms and Conditions") with which you enter into an agreement (the "Partner"), Maxem Energy Solutions B.V.

Because you purchase a product or service from this Partner within the Grid Store, the General Terms and Conditions apply to your purchase and to the agreement between you and the Partner that has been concluded with it. You must agree to the Terms and Conditions in order to complete your purchase.

The provisions set forth below (the "Grid Partner Merchant Terms") form an integral part of the agreement concluded between you and the Partner and rank above the General Terms and Conditions. This means that, in the event of a conflict between the General Terms and Conditions and the Grid Partner Merchant Terms and Conditions below, the following conditions shall prevail over the provisions of the General Terms and Conditions:

Grid Partner Merchant Terms:

- **Prices**

The rates applicable to the purchase of products, services and/or subscriptions from the Partner are published within the Grid App Store. You accept these rates by selecting the products, services and/or subscriptions within the Grid App Store. The Partner may change the rates or any other part of the agreement with you at any time. The Partner will notify you of any change by updating the products, services and/or subscriptions in the Grid App Store, or otherwise. The new price will be effective as of the update or other notification. If you do not accept the new price, you have the exclusive right to terminate the agreement regarding those products or services by ceasing to use those products or services.

- **Terms**

A subscription is entered into for the duration that you, the customer (Merchant), chooses for the products or services within the Grid App Store and which are

linked to a subscription via the Grid App Store. The duration of the subscription and the (cancellation) periods that apply are indicated in the Grid App Store.

- **Payments**

Payment of the fee for the Maxem products, services or subscriptions of your choice within the Grid App Store is subject to the terms and conditions set forth for this by Grid (such as the Grid.com B.V. Merchant Terms of Service and the Grid.com B.V. Payment Terms of Service). Said conditions apply in the contractual relationship you have with the Partner by this reference and are therefore part of these Grid Partner Merchant Conditions.

- **Consumer**

If you are a consumer within the meaning of the law and have concluded the agreement with the Partner via the Grid App Store, you may dissolve the agreement within 14 calendar days after the agreement has been concluded without stating reasons; if something you have purchased from the Partner is delivered to you, the 14 calendar days will start on the date of receipt. You can report this termination by telephone to the Customer Service of the Partner or via the appropriate notification method in your Grid Account environment.

The above general terms and conditions apply in addition to – and are separate from – any and all general terms and conditions of Grid.com B.V. (“Grid”) and the agreement(s) you have entered into with Grid.

Algemene voorwaarden voor Maxem Energy Solutions B.V.

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Artikel 1 – Algemeen

1. Deze voorwaarden zijn van toepassing op de overeenkomst die jij als consument of als bedrijf met Maxem sluit. Met overeenkomst bedoelen we jouw Smart Charging overeenkomst, jouw Maxem Energy Cloud abonnement, of jouw aankoop bij Maxem. Sommige bepalingen in deze voorwaarden gelden alleen voor de Smart Charging-overeenkomst en anderen alleen voor abonnementen of aankopen. Daarnaast kunnen andere of aanvullende voorwaarden gelden (bijvoorbeeld voor de Maxem Energy Controller, kWh meters, meet pakketten, 4G Routers en andere accessoires of specifieke diensten). In deze voorwaarden gaat het, wanneer we het in het vervolg hebben over 'abonnement' over het abonnement om gebruik te kunnen maken van onze diensten. Alle Maxem voorwaarden kun je terugvinden op maxem.energy/downloads.
2. Alle aanbiedingen die Maxem doet zijn vrijblijvend. Maxem mag er dus nog op terugkomen tot het moment waarop jij de aanbieding hebt geaccepteerd, maar ook nog meteen nadat jij de aanbieding hebt geaccepteerd.
3. Maxem mag de overeenkomst eenzijdig wijzigen. Maxem zal je voorafgaand aan een wijziging informeren. Als je dan het recht hebt om de overeenkomst te beëindigen, zal Maxem jou daar ook op wijzen en mag je de overeenkomst kosteloos te beëindigen voordat de wijziging ingaat."
4. De toepasselijkheid van de eventueel door jou of door jouw bedrijf gehanteerde algemene voorwaarden wordt hierbij uitdrukkelijk van de hand gewezen.
5. Deze voorwaarden zijn van toepassing op alle rechtsbetrekkingen (waaronder aanbiedingen en overeenkomsten) waarbij Maxem diensten, producten en/of abonnementen aan jou levert.
6. Deze voorwaarden maken integraal onderdeel uit van de overeenkomst. Als bepalingen in de overeenkomst die Maxem met jou heeft en een bepaling in deze voorwaarden elkaar tegenspreken, dan is de bepaling in de overeenkomst leidend.

Artikel 2 – Hoe overeenkomsten tot stand komen, communicatie en administratie

1. Een overeenkomst komt tot stand als a) jij dat aanvraagt en Maxem deze aanvraag schriftelijk of elektronisch bevestigt of b) met de uitvoering van de overeenkomst wordt begonnen.
2. Maxem kan een aanvraag tot een overeenkomst weigeren, bijvoorbeeld als een kredietwaardigheids- of risico-inschatting onderzoek daar aanleiding toe geeft. De exacte reden van weigering hoeft Maxem niet te geven.
3. Je kunt de Maxem Customer Service bereiken op de volgende manieren a) per telefoon op +31 (0)20 7708 713 of b) via maxem.energy/support of c) via per e-mail naar support@maxem.energy.
4. Je bent zelf verantwoordelijk voor het opslaan en afdrucken van de overeenkomst. Maxem kan je, indien je niet meer beschikt over een eigen exemplaar en als hij beschikbaar is een kopie van de overeenkomst naar je sturen. Maar Maxem mag daarvoor redelijke kosten in rekening te brengen.
5. Je staat er voor in dat alle informatie die je aan Maxem doorgeeft voor het opstellen van de overeenkomst of de uitvoering daarvan volledig en naar waarheid hebt verstrekt. Maxem is niet verplicht om bij jou navraag te doen over het beoogde gebruik van de producten en/of diensten of de omstandigheden waaronder de producten en/of diensten zullen worden gebruikt.

6. Maxem mag de onderhandelingen met jou afbreken zonder daarvoor een reden op te geven en zonder daarvoor verplicht te zijn enige schadevergoeding te betalen, of verplicht te worden door te onderhandelen.
7. Als jij en Maxem elektronisch communiceren (bijvoorbeeld via website, email of chat) en er storingen of vertragingen optreden, dan is Maxem daar niet verantwoordelijk voor.
8. Iedere communicatie over de door Maxem aan jou geleverde diensten, hardware en/of abonnementen kan elektronisch plaatsvinden, tenzij we in de overeenkomst anders hebben afgesproken. De door Maxem opgeslagen elektronische versie van de betreffende communicatie, maar ook van eventuele schriftelijke overeenkomsten, geldt als bewijs daarvan, behalve als jij daar tegenbewijs van hebt. We gaan er vanuit dat elektronische communicatie is ontvangen op het tijdstip van verzending, tenzij jij of Maxem het tegendeel kan bewijzen. Als de communicatie niet is ontvangen door afleverings- en/of toegankelijkheidsproblemen met betrekking tot jouw elektronische postbus, is dit jouw eigen risico, ook als de jouw elektronische postbus door iemand anders wordt onderhouden of geregeld. Maxem is niet verplicht om een ontvangstbevestiging te sturen van de communicatie die wij van jou hebben ontvangen. Als Maxem een aanbod van jou niet tijdig bevestigt, geldt dit niet als het niet accepteren van dat aanbod.

Artikel 3 – Het abonnement

1. Een abonnement bij Maxem bestaat uit een abonnement om van onze diensten gebruik te maken.
2. Een abonnement wordt aangegaan voor een minimumduur, bijvoorbeeld 12 of 24 maanden. Daarna wordt het abonnement automatisch voortgezet voor onbepaalde duur. Tijdens de minimumduur kun je opzeggen tegen het einde van de minimumduur, met een opzegtermijn van één maand. Vanaf één maand voor het einde van de minimumduur kun je op elk gewenst moment opzeggen met een opzegtermijn van één maand. Je kunt opzeggen door middel van een email aan Maxem via finance@maxem.energy. Je kunt steeds op dezelfde manier opzeggen als je de overeenkomst bent aangegaan, dus als je online een overeenkomst bent aangegaan, mag je deze ook online opzeggen. Maxem mag een abonnement onder dezelfde voorwaarden en op dezelfde manieren als jij opzeggen.
3. Als een abonnement eindigt, worden alle vorderingen van Maxem op jou (bijvoorbeeld wat je nog aan facturen moet betalen) direct opeisbaar. Als Maxem een abonnement beëindigt, bijvoorbeeld omdat jij jouw facturen niet op tijd betaalt, is Maxem gerechtigd een schadevergoeding in rekening te brengen die gebaseerd is op de resterende termijnen.
4. Maxem mag het abonnement meteen beëindigen als jij schuldsanering of surseance van betaling hebt aangevraagd of die aan je is verleend, als je jouw, faillissement of die voor je bedrijf aanvraagt of failliet bent verklaard, als jij je verplichting(en) onder jouw overeenkomst niet nakomt of als je de overeenkomst op andere wijze gebruikt dan waarvoor die bedoeld is.
5. Maxem kan haar rechten en verplichtingen uit het abonnement overdragen. Behalve in geval van overdracht van (een deel van) Maxem, heb jij in geval van overdracht het recht het abonnement op te zeggen.

Artikel 4 – Installatie

6. Maxem adviseert je nadrukkelijk om installatiewerkzaamheden van onze producten en die van anderen door een gecertificeerde elektrotechnisch installateur te laten uitvoeren. Maxem is niet verantwoordelijk voor de installatie van deze producten of voor de kosten van de installatie daarvan.
7. Het product wordt geconfigureerd door of op aanwijzing van een installateur, waarvan wij verwachten dat deze het overzicht heeft van de elektrische installatie en daardoor inzicht heeft in de veiligheidsrisico's en fysieke beperkingen van de elektrische installatie.

Artikel 5 – Verantwoordelijkheden Maxem

1. Maxem zal na het sluiten van de overeenkomst zo snel mogelijk de overeengekomen producten en/of diensten leveren. Maxem streeft ernaar dit binnen 5 werkdagen te doen. Dit kan anders zijn als Maxem dat van tevoren aangeeft.
2. Maxem wil je graag ongestoord gebruik laten maken van haar diensten, maar kan niet garanderen dat de kwaliteit en beschikbaarheid daarvan altijd en overal even goed is. Beschikbaarheid is van veel dingen afhankelijk. Bijvoorbeeld: door een internet storing of DDOS aanval kunnen onze servers beperkt beschikbaar zijn. Ook kan het zijn dat er storingen optreden. Maxem probeert storingen te voorkomen, maar kan niet uitsluiten dat die zich voordoen. In geval van een verstoring in de dienstverlening is Maxem geen schadevergoeding verschuldigd.
3. In geval van een verstoring in de dienstverlening van Maxem die langer dan 48 uur duurt, waar je last van ondervindt op jouw bij ons bekende locatie(s) en die niet veroorzaakt is door een overstroming, terroristische aanslag of een oorlog, kun je aanspraak maken op een compensatievergoeding. Heb je een abonnement, dan bedraagt deze vergoeding 1/30e deel van je maandelijkse abonnementsbedrag en voor iedere dag dat de verstoring duurt, met een minimum van €0,50. Maxem kan eventueel ook een andere vorm van vergoeding bieden. Om aanspraak te maken op een vergoeding stuur je, binnen 6 maanden nadat de storing is ontstaan, een e-mail naar support@maxem.energy.
4. Om de dienstverlening van Maxem goed te laten werken, past Maxem technieken van netwerkmanagement toe, zo monitoren we op verdachte inlogpogingen, veelvuldige aanroepen van niet bestaande URL's, vreemde meetwaarden, malware en phishing.
5. Maxem is niet verantwoordelijk voor producten of diensten van anderen waar gebruik van wordt gemaakt (bijvoorbeeld laadpunten, zonnepanelen, (stationaire) batterijen of het gebruik van aanvullende hardware). Zo kan het zijn dat bepaalde diensten niet werken of beschikbaar zijn wanneer je gebruik maakt van een niet ondersteunde laadpunten, (stationaire) batterijen of andere hardware. Als dat het geval is, schiet Maxem niet tekort en heb je geen recht op een vergoeding.
6. Maxem is niet verantwoordelijk voor de werking van de internetverbinding die nodig is om ons product en/of die van anderen te koppelen aan ons backoffice.

Artikel 6 – Aanvullende diensten

1. Voordat je gebruik maakt van een aanvullende dienst, moet je zelf nagaan of jouw hardware en/of jouw overeenkomst daarvoor geschikt is. Uiteraard kan Maxem je hierin adviseren. Als jouw overeenkomst eindigt, eindigen per die datum automatisch alle aanvullende diensten.

2. Aanvullende diensten worden voor de duur van jouw abonnement geleverd. Heb je bijvoorbeeld een abonnement van 12 maanden en neem je er na 7 maanden een aanvullende dienst bij, dan moet je de aanvullende dienst nog minimaal 5 maanden afnemen omdat je abonnement ook nog minimaal 5 maanden loopt.
3. Sommige aanvullende diensten zijn van kortere duur dan jouw Smart Charging-overeenkomst of abonnement en kun je tussentijds beëindigen. Als dit het geval is, staat dat op maxem.energy of is het opgenomen in de aanvullende (dienst) voorwaarden.

Artikel 7 – Tarieven

1. Voor de producten en diensten die jij van Maxem afneemt, ben je een vergoeding verschuldigd. Je bent ook een vergoeding aan Maxem verschuldigd voor producten en diensten van derden, zoals Resellers, die Maxem bij jou in rekening brengt. De verschillende tarieven vind je in het Product & Services overzicht, je contract en bij Customer Service.
2. Maxem mag de tarieven één keer per jaar op 1 oktober aanpassen aan de hand van de Consumentenprijsindex van het CBS en wel de gepubliceerde Diensten prijsindex in de CPA sectie 62 (Computer Programming, advisering en aanverwante diensten). Als Maxem dit doet binnen 3 maanden nadat je met Maxem jouw overeenkomst bent aangegaan, mag je de overeenkomst kosteloos te beëindigen."
3. Maxem mag de tarieven of een ander onderdeel van de overeenkomst op ieder moment wijzigen. Maxem zal je voorafgaand aan een wijziging informeren. Als je dan het recht hebt om de overeenkomst te beëindigen, dan zal Maxem jou daar ook op wijzen en mag je de overeenkomst beëindigen voordat de wijzigingen ingaan."

Artikel 8 – Betaling, niet-tijdige betaling en zekerheid

1. Bij het aangaan van een abonnement, geef je Maxem een machtiging tot automatische incasso. Als het verschuldigde bedrag niet kan worden geïncasseerd (bijvoorbeeld omdat het saldo van jouw rekening te laag is), mag Maxem jou (incasso)kosten in rekening brengen. Indien je gebruik maakt van een andere betaalmethode dan automatisch incasso, kunnen hier kosten aan verbonden zijn.
2. Als je niet aan een betalingsverplichting voldoet of Maxem van mening is dat er een andere reden is (bijvoorbeeld als je bovengemiddeld gebruik maakt van producten of diensten) kan Maxem tussentijdse of zelfs onmiddellijke betaling vragen, andere voorwaarden stellen aan toekomstige betalingen of aanvullende zekerheid vragen (bijvoorbeeld het vragen van een borg).
3. Als je een abonnement bent aangegaan, brengt Maxem de kosten in beginsel maandelijks in rekening door middel van een factuur. Het kan zijn dat op de factuur niet alle kosten staan die tot dan toe zijn gemaakt. Als je bijvoorbeeld transacties hebt te verrekenen kan het zijn dat die kosten later worden gefactureerd. Je factuur kun je via MyMaxem of Maxem Energy Cloud raadplegen. Door het betalen van deze factuur ga je akkoord met het ontvangen van een elektronische factuur. Tegen betaling kun je ook een papieren factuur ontvangen. We adviseren deze facturen zelf op te slaan, zodat je er ook op een later moment nog altijd toegang toe hebt.
4. Elke factuur moet betaald zijn binnen de termijn die daarop genoemd wordt en anders binnen 30 dagen na ontvangst. Is het geld niet binnen die termijn door Maxem ontvangen, dan mag Maxem, na een aanmaning, rente in rekening brengen. Als Maxem een incassoprocedure start omdat je

niet betaalt, dan mag Maxem ook daar een redelijke vergoeding voor in rekening brengen. Maxem kan in dit geval jouw (persoons)gegevens delen met een incassobureau.

5. Als je het niet eens bent met de factuur, dan moet je dat zo snel mogelijk – in ieder geval binnen twee maanden – melden aan Maxem via finance@maxem.energy. Als je een klacht indient, moet je de openstaande facturen waarop je klacht geen betrekking heeft, gewoon binnen de termijn betalen. Als je meerdere malen zonder rechtsgrond een klacht indient, mag Maxem kosten die daarvoor gemaakt worden, bij jou in rekening te brengen.
6. Als Maxem per ongeluk te weinig heeft gefactureerd kun je daar een extra factuur voor ontvangen. Als Maxem teveel heeft gefactureerd zal dat worden verrekend of teruggestort.
7. Kosten voor diensten van derden worden door Maxem van jouw rekening afgeschreven, ook als je die diensten van die derde afneemt. Die partij kan met Maxem hebben afgesproken dat Maxem de vergoedingen namens haar int.
8. Als je de factuur van Maxem niet volledig betaalt, kan Maxem je persoonsgegevens verstrekken aan derden.

Artikel 9 – Opschortingsrecht Maxem en contingency

1. Maxem kan de diensten onmiddellijk buiten werking stellen als dit mag op basis van de wet. Dit kan onder andere het geval zijn wanneer: (a) jouw laadpunt, (stationaire) batterij of andere gekoppelde hardware buiten werking is, (b) jij jouw verplichtingen niet nakomt (bijvoorbeeld als je jouw factuur gedeeltelijk niet betaalt of deze Algemene Voorwaarden niet nakomt), (c) je de diensten niet gebruikt zoals bedoeld is, (d) Maxem fraude of misbruik vermoedt of (e) je niet op verzoek van Maxem tussentijds de kosten betaalt of zekerheid stelt voor die kosten.
2. In een periode dat de diensten van Maxem buiten werking zijn gesteld, ben je wel verplicht jouw abonnement te betalen. Mocht Maxem besluiten om uit coulance te crediteren dan geldt dit voor alle afgenomen producten en/of diensten.

Artikel 10 – Privacy statement

1. Hoe Maxem omgaat met persoonsgegevens staat in ons Privacy Statement. Kijk hiervoor op maxem.energy/privacy-policy. Je kunt dit Privacy Statement ook kosteloos bij ons opvragen, onder andere bij Customer Service.

Artikel 11 – Overige verplichtingen

1. Je mag onze producten en diensten uitsluitend gebruiken voor het doel waarvoor die zijn verstrekt. Als bepaalde regels, dienstvoorwaarden of bijvoorbeeld een fair use policy van toepassing zijn op de diensten, zal jij je ook daaraan moeten houden. In geval van misbruik kunnen wij de overeenkomst met onmiddellijke ingang blokkeren of beeindigen. Ook kunnen we extra kosten bij je in rekening brengen.
2. Je moet ervoor zorgen dat niemand onbevoegd gebruik van jouw apparatuur maakt.
3. Je mag de diensten, met de door ons daaraan verbonden prijsplannen, niet voor commerciële doeleinden gebruiken (anders dan voor regulier zakelijk gebruik in het geval van een reseller of

partner van Maxem). Zo mag je jouw inloggegevens van MyMaxem of Maxem Energy Cloud niet aan derde(n) aanbieden.

4. Voor sommige diensten geldt dat je er onbeperkt gebruik van kunt maken. Als dat het geval is, geldt een fair use policy; het onbeperkte gebruik moet redelijk zijn en misbruik is niet toegestaan.
5. Als je een waarschuwing krijgt in verband met door jou veroorzaakt(e) overlast of misbruik, dan zal je de daarbij gegeven aanwijzingen moeten opvolgen.
6. Als jouw gegevens wijzigen (bijvoorbeeld jouw bankrekeningnummer) dan moet je dat binnen 14 dagen aan ons doorgeven. Als je gaat verhuizen moet je dit minimaal 14 dagen vóór jouw verhuizing doorgeven. Het doorgeven van wijzigingen kan via e-mail naar support@maxem.io. Meld je niet binnen 14 dagen dat jouw gegevens zijn gewijzigd, dan komen de gevolgen daarvan voor jouw rekening.
7. Je mag de overeenkomst, de rechten en/of verplichtingen daaronder niet overdragen aan een ander, zonder schriftelijke toestemming van Maxem.
8. Als je tekort schiet in de nakoming van de overeenkomst (bijvoorbeeld door anderen, dan Maxem of een reseller of partner van Maxem toegang te geven tot jouw account), dan zal je Maxem vrijwaren en schadeloos stellen voor aanspraken van derden die daarmee verband houden.

Artikel 12 – Aansprakelijkheid

1. Maxem is niet aansprakelijk voor schade die kan voortvloeien uit het verkeerd gebruik of verkeerde installatie van onze producten en/of diensten of door opzet of grove nalatigheid door jou of een ingeschakelde installateur. Ook is Maxem niet aansprakelijk voor enige schade aan de elektrische installatie of aangestuurde componenten daarin, als gevolg van een foute en/of gebrekkige installatie of configuratie, noch voor kosten die een installateur in rekening brengt voor uitvoering van de installatie en configuratie van het systeem.
2. Als Maxem toch tekortschiet in de nakoming van een verplichting tegenover Partner, is Maxem aansprakelijk voor vergoeding van de geleden c.q. te lijden directe schade. De aansprakelijkheid van Maxem uit hoofde van dit artikel is beperkt tot een bedrag van €500.000 per aanspraak en €2.500.000 per jaar.
3. Aansprakelijkheid voor gevolgschade wordt door Maxem uitgesloten. Onder gevolgschade wordt verstaan i) winstderving, ii) andere schade die het gevolg is van directe schade en iii) kosten gemaakt ter voorkoming, beperking of vaststelling van gevolgschade.
4. Dit artikel geldt altijd ongeacht de rechtsgrond waarop aansprakelijkheid wordt gebaseerd. Dit artikel geldt niet als sprake is van opzet of bewuste roekeloosheid van Maxem of haar bedrijfsleiding.
5. Maxem mag haar onderneming aan een ander overdragen. Als Maxem dat doet, dan kun jij vanaf dat moment alleen die andere onderneming nog aanspreken. Als Maxem slechts een deel overdraagt, dan kun je zowel die andere onderneming als Maxem blijven aanspreken.

Artikel 13 – Overeenkomst op afstand

1. Als jij de overeenkomst met Maxem via de website of per email bent aangegaan (of door middel van een andere techniek voor communicatie op afstand), of buiten een verkooppunt hebt gesloten zoals bijvoorbeeld op kantoor, mag je de overeenkomst binnen 14 kalenderdagen

nadat de overeenkomst tot stand is gekomen zonder opgaaf van redenen ontbinden. Als er bij jou iets bezorgd wordt wat je bij Maxem hebt gekocht, dan gaan de 14 kalenderdagen in op de datum van ontvangst. Deze ontbinding kan je telefonisch doorgeven bij de Customer Service, via maxem.energy of via finance@maxem.energy. Heb je al producten van Maxem ontvangen, dan moet je deze zo snel mogelijk terugsturen. Let op, ga je een dienst al gebruiken terwijl de 14 kalenderdagen nog niet zijn verstreken en je maakt alsnog gebruik van je ontbindingsrecht, dan kan Maxem je eventuele gebruikskosten in rekening brengen. Ook komen de verzendkosten in geval je een product aan Maxem retourneert voor jouw rekening. De producten moeten onbeschadigd en compleet weer door ons worden ontvangen. Is dat niet het geval, kunnen we daar eventueel kosten voor in rekening brengen.

Artikel 14 – Klachten

1. Als je een klacht hebt, kun je deze binnen 2 maanden bij Maxem melden. Neem hiervoor contact op met Customer Service, of stuur je klacht naar support@maxem.energy.
2. Maxem doet haar best om binnen 10 werkdagen op jouw klacht te reageren. Mocht het Maxem niet lukken om binnen 10 werkdagen te reageren, dan laat Maxem jou dit weten, ook wanneer Maxem verwacht wel inhoudelijk op jouw klacht te kunnen reageren.
3. Ben je het niet eens met de reactie van Maxem, dan heb je het recht om de klacht binnen 12 maanden voor te leggen aan de Geschillencommissie (postbus 90600, 2509 LP, Den Haag). Let op, je kunt niet met je klacht naar de Geschillencommissie voordat je jouw klacht bij Maxem kenbaar hebt gemaakt. De Geschillencommissie zal jouw klacht anders niet in behandeling nemen. Mocht je geen tijdige reactie van Maxem hebben ontvangen, dan geldt dat je binnen 12 maanden nadat Maxem had moeten reageren, jouw klacht kunt indienen bij de Geschillencommissie. Wil je liever jouw klacht aan de rechter voorleggen in plaats van de Geschillencommissie, dan kan dat uiteraard. Op de website van de Geschillencommissie staat verder uitgelegd hoe deze geschillen procedure werkt, kijk op www.degeschillencommissie.nl.
4. De Geschillencommissie behandelt jouw klacht aan de hand van haar reglement, dat je bij de Geschillencommissie kunt opvragen. Daarnaast geldt dat je een vergoeding verschuldigd bent voor het voorleggen van jouw klacht aan de Geschillencommissie.
5. Ook Maxem kan een geschil aan de Geschillencommissie voorleggen. Ook kan Maxem ervoor kiezen om een geschil aan de rechter voor te leggen.
6. Als je een klacht hebt over een online aankoop en je kunt je niet vinden in de reactie van Maxem, dan kun je er ook voor kiezen deze via online geschillenbeslechtiging te beslechten. Je kunt je klacht dan op het ODR-platform aanmelden, kijk op ed.europa.eu/consumers/odr.

Versie 01 augustus 2022

Maxem Energy Solutions B.V. Kabelweg 57, 1014 BA Amsterdam, KVK 53936981