

Terms of Service

tee e

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Welcome at tee e! These Terms of Service apply to the use of the API. Please read these Terms of Service so that you know what your rights and obligations are when using the API. The acceptance of these Terms of Service constitutes a valid and binding agreement between The Throwback Company and you for the use of the API. If you tick the box "Yes, hereby I agree with the Terms of Service" or if you make any use of the API, you agree to be bound by these Terms of Service. These Terms of Service are available for download and print at <https://tee-e.com/docs/Terms%20of%20Service.pdf>.

In these Terms of Service the capitalized terms have the definitions described in Annex A.

1. Scope and applicability

- 1.1. The Terms of Service apply to the Agreement and all use that the Customer makes of the API.
- 1.2. The Throwback Company may amend or supplement these Terms of Service at any time. The Customer will be notified of any amendments or supplements by email. The new version of the Terms of Service will be available for viewing and downloading on the Website. If the Customer continues to use the API after these Terms of Service have been amended or supplemented, the Customer thereby irrevocably accepts the amended or supplemented Terms of Service. If the Customer does not agree with the amended or supplemented Terms of Service, Customer's exclusive remedy is to no longer use the API and to terminate the Agreement in accordance with these Terms of Service.
- 1.3. If any provision in the Agreement shall be held to be (partly) void or unenforceable, the other provisions of the Agreement will remain in full force and effect. In such a case, The Throwback Company will replace the void or unenforceable provisions with new ones. In doing so, the purpose and meaning of the void or unenforceable provisions will be taken into account as far as possible.

2. (Use of the) API

- 2.1. The Throwback Company hereby grants the Customer a non-exclusive, non-transferable, limited right to access and use the API as a service, solely to request and acquire historic facts that occurred on a certain date.
- 2.2. In order to be able to use the API, the Customer has to register an Account. The Customer can log into the Account by means of his username and password. The Customer is obliged to keep his username and password confidential. It is not allowed to share these login details with third parties. The Customer is responsible and liable for all use made of these login details.
- 2.3. The Throwback Company may disclose the Customer's contact details and/or any other information relating to the Customer to third parties where it believes, in good faith, that it is necessary to comply with a court order, ongoing judicial proceeding, criminal or civil subpoena, or other legal process or request by law enforcement authorities, or to exercise its legal rights of defend against legal claims. The Throwback Company will not disclose the Customer's contact details and/or any other information relating to the Customer to third parties without a reason.
- 2.4. Notwithstanding any other provisions of these Terms of Service, the use of the API and/or the Results shall not be used to:

- 2.4.1. infringe any Intellectual Property Rights, privacy rights or any other rights of The Throwback Company or a third party;
 - 2.4.2. involve any illegal activities or activities that are contrary to morality or public order;
 - 2.4.3. involve false or misleading information;
 - 2.4.4. involve otherwise inappropriate use;
 - 2.4.5. breach these Terms of Service; and/or
 - 2.4.6. be unlawful in any way whatsoever;
- 2.5. The use of the API and/or the Results is at the Customer's own expense and risk. The Customer is responsible for meeting the technical and functional requirements and using the electronic communication facilities that are necessary to be able to access and use (parts of) the API. The risk of loss, theft or damage to any data will at all times be borne by the Customer.
- 2.6. The Throwback Company has the right, but not the obligation, to modify the API or parts thereof to improve functionality. If The Throwback Company issues a new version of the API, it will also offer this to the Customer. Customer is obliged to use the offered new version of the API. The provisions of the Agreement also apply to that new version.

3. Fees and payment

- 3.1. When the Customer has a Paid Subscription, the Customer shall pay to The Throwback Company the fees specified in the Agreement and/or on the Website.
- 3.2. The fees quoted by The Throwback Company are exclusive of VAT unless explicitly stated otherwise.
- 3.3. The Throwback Company is entitled to adjust its fees and rates. The Throwback Company will notify the Customer of this at least 1 (one) month in advance. If it is an increase of more than 10% and the Customer does not wish to agree to such an increase, the Customer shall be entitled, within 30 (thirty) days of notification by The Throwback Company, to terminate the Agreement by the date on which the increase will take effect.
- 3.4. The Customer consents to electronic invoicing by The Throwback Company.
- 3.5. Payments should be made in euros, unless otherwise agreed.
- 3.6. Payments must be made in advance per year or in advance per month, depending on the payment method chosen by the Customer. The payment period for invoices sent by The Throwback Company is 14 (fourteen) calendar days from the invoice date. If payment is made by credit card, payment is immediately due and payable. The credit card will be charged on the due date.
- 3.7. Late payment by the Customer entitles The Throwback Company to suspend its obligations under the Agreement. In that case, The Throwback Company expressly reserves the right to convert a Paid Subscription on the API into a Free Subscription until payment has been made. This does not affect the Customer's obligation to (continue to) make the payments.
- 3.8. Payment terms are strict deadlines. If the Customer does not fulfill his payment obligation(s) on time, he shall be in default by operation of law.
- 3.9. If the Customer is requested by or on behalf of The Throwback Company to still pay a late payment within 14 (fourteen) days, and payment has not been made after this period has expired, the Customer shall also owe statutory commercial interest on the amount due. In that case The Throwback Company is also entitled to charge the Customer for all costs incurred and yet to be incurred to collect the amount, explicitly including but not limited to all extrajudicial and judicial (collection) costs, including costs for lawyers, bailiffs and collection agencies. The extrajudicial (collection) costs will be calculated according to the Dutch 'Staffel Buitengerechtigde incassokosten' (BIK, extrajudicial collection costs).

- 3.10. The claim for payment of fees is immediately due and payable if the Customer is declared bankrupt, if the Customer applies for a moratorium, if the Customer's assets are fully seized and/or if the Customer goes into liquidation or is dissolved.

4. Intellectual Property Rights

- 4.1. The Throwback Company and/or its suppliers reserve all rights not expressly granted to Customer in these Terms of Service. Customer acknowledges and agrees that The Throwback Company and its suppliers retain all rights, title and interest, including the Intellectual Property Rights, in and to the API and the Results as well as any modifications, adaptations or translations thereof. Customer acknowledges and agrees that it does not acquire any rights therein, express or implied, except for the rights expressly granted under these Terms of Service.
- 4.2. The collection of data in relation to the API is to be regarded as a database within the sense of Directive 96/6/EC on the legal protection of databases and the Dutch Databases Act. The Throwback Company and/or its suppliers are the producer(s) of this database and in that capacity has/have the exclusive right to grant consent for the use of data from this database. The Customer may only use data from the database insofar as use is allowed pursuant to these Terms of Service. Customer is not allowed, without the prior written consent of The Throwback Company and/or its suppliers, to retrieve and re-use a substantial part of the data of the database and/or retrieve and repeatedly and systematically re-use non-substantial parts of the data of the database within the sense of the Directive 96/6/EC and the Dutch Databases Act.
- 4.3. For the terms of the Agreement, and under the condition precedent that Customer fully complies with his obligations, including his payment obligation, The Throwback Company grants Customer the the right to use the API and the Results as described in the Agreement.
- 4.4. The Customer is not permitted to change the API.
- 4.5. The Customer is not permitted to reconstruct the source code of the API by means of reverse engineering.
- 4.6. The Customer is not permitted to remove any designation regarding copyrights, brands, trade names or other rights of (intellectual) property from the API and/or the Results.
- 4.7. The Customer may not (and may not permit anyone else to) copy, modify, rent, loan, distribute, create a derivative work of, reverse engineer, decompile, or otherwise attempt to discover the source code (unless expressly permitted or required by law), sell, lease, sublicense, assign, grant access to, transfer any right or provide the API otherwise to any third party. The Customer shall not exploit the license in any unauthorized way whatsoever.
- 4.8. The Customer is responsible for complying with all applicable laws and regulations regarding the use of Intellectual Property Rights in relation to the content in the API and in the Results. Among other things, the Customer is responsible for proper source attribution, if required, and for the lawful reproduction and/or making public of the content. This may mean that the Customer is only entitled to use the content through embedded, inline or hyperlinking.

5. Availability

- 5.1. The Throwback Company will make commercially reasonable efforts to ensure that the API is available to the Customer. The Throwback Company does not warrant that the API or any part thereof will be accessible at all times and without any interruptions or failures. Failures in the API can occur as a result of failures in the internet connection, a network overload or as a result of viruses and/or faults/defects. The Throwback Company is not liable towards the Customer for any

damage, loss or costs resulting or arising from the API being (temporarily) unavailable, including but not limited to the loss of data or inability to access or use the API.

- 5.2. The Throwback Company is entitled to put the API (temporarily) out of service and/or to reduce the use of it without any prior notification and without being obliged to pay any compensation whatsoever to the Customer, if in the opinion of The Throwback Company this is necessary or desirable. The Throwback Company is more particularly, but not solely, entitled to restrict or suspend the use of the API of a Customer with a Free Subscription if The Throwback Company deems this necessary for the use of the API by Customer's with Paid Subscriptions.

6. Indemnities and warranties

- 6.1. The Throwback Company does not warrant that the API and/or the Results will be error free, complete or up-to-date at all times.
- 6.2. Customer accepts that the API only contains the functionality and properties as Customer finds them in the API at the time of delivery ("as is, where is"), therefore with all (in)visible errors and defects.
- 6.3. The Throwback Company is entitled to change and/or update the API and any of the functionalities of the API without any prior notification and without being obliged to pay any compensation whatsoever to the Customer.
- 6.4. The Customer is responsible and liable for all use he makes of the API and/or the Results. The Customer agrees to defend, indemnify and hold The Throwback Company harmless from any and all third-party claim or damages (including reasonable attorneys' fees) in connection with or resulting from the use that the Customer makes of the API and/or the Results, including the results thereof, a violation by the Customer of the Agreement, and/or any unlawful activities, including but not limited to the breach of Intellectual Property Rights, and/or privacy rights of The Throwback Company and/or third parties.

7. Liability

- 7.1. The Throwback Company's liability for attributable failure to perform the Agreement or any other unlawful act or caused otherwise will be excluded, to the extent allowed by a mandatory or preemptory rule of law.
- 7.2. The Customer's only remedy in the event of an attributable failure or an unlawful act of The Throwback Company, is to discontinue the use of the API and/or to terminate the Agreement.
- 7.3. In the event that The Throwback Company is liable for damages under a mandatory or preemptory rule of law, The Throwback Company's liability shall be limited to compensation for direct damage up to the amount of the price stipulated in the Agreement concerned (excluding VAT) for 1 (one) year. Direct damage shall be understood to mean exclusively:
- 7.3.1. material damage to property;
 - 7.3.2. reasonable costs incurred to prevent or limit direct damage, which could be expected as a result of the event on which the liability is based; and
 - 7.3.3. reasonable costs incurred to determine the cause of the damage.
- 7.4. The Throwback Company's liability for indirect damages, which means all damages that does not qualify as direct damages, arising out of, or in connection with the Agreement or these Terms of Service, such as, but not limited to, consequential damages, loss of profit, loss of business, loss of anticipated savings, loss of information, or any other financial loss or loss of goodwill or reputation, or other incidental, indirect, punitive or exemplary damages of any kind, independent of whether

Customer provides notice to The Throwback Company of such potential injury, damages or loss, is excluded.

- 7.5. In any event, Customer's right to claim under the Agreement, these Terms of Service, for an unlawful act or otherwise shall lapse 1 (one) year after the occurrence giving rise to the claim or action.
- 7.6. The limitations mentioned in the preceding paragraphs of this article shall not apply if and insofar as the damage or injury is the result of intent or gross negligence by The Throwback Company or its managers.

8. Term and termination

- 8.1. The Agreement is entered into for a fixed term. The Throwback Company offers the Customer the option to choose from different durations, which are stated in the offer on the Website.
- 8.2. The fixed-term Agreement is tacitly renewed for the duration of the period originally agreed, unless the Customer or The Throwback Company terminates the Agreement in writing with due observance of a notice period of 1 (one) month before the end of the period concerned.
- 8.3. The Customer is not entitled to terminate the Agreement prematurely, unless explicitly provided otherwise in these Terms of Service.
- 8.4. The Throwback Company is entitled at any time, at its own discretion, without prior written notice or explanation and without becoming liable to the Customer, to suspend the Agreement and/or to terminate the Agreement temporarily or permanently as The Throwback Company deems necessary.
- 8.5. Each Party may terminate the Agreement in writing in whole or in part, without notice of default and with immediate effect:
 - 8.5.1. if the other Party is granted a moratorium on payments, whether provisional or not, and/or
 - 8.5.2. if a petition for bankruptcy is filed against the other Party,
- 8.6. In the event that the Customer has been irrevocably declared bankrupt, the Customer's right to access and/or use the API ends automatically and by operation of law without any act of termination on the part of The Throwback Company being necessary.
- 8.7. The Throwback Company shall never be obliged to pay compensation or any refund for payments already received due to termination of the Agreement, in any way and for any reason whatsoever.
- 8.8. The Customer shall only be entitled to rescind the Agreement on account of an attributable failure in the performance of the Agreement if The Throwback Company, in all cases after having received a written notice of default which is as detailed as possible and which sets a reasonable time limit for recovering the failure, imputably fails to meet essential obligations under the Agreement.
- 8.9. If, at the time of rescission, the Customer has already received performance in terms of executing the Agreement, this performance and the payment obligations associated with it shall not be subject to cancellation.
- 8.10. Amounts invoiced by The Throwback Company before the rescission in connection with services already delivered under the Agreement shall remain fully due and payable immediately at the time of rescission.
- 8.11. Upon any termination or expiration of this Agreement in any way whatsoever, all rights granted to Customer hereunder shall cease, the license granted in accordance with the Agreement will lapse automatically and all outstanding obligations to pay any amounts to The Throwback Company shall immediately become due and payable,

- 8.12. All provisions intended to survive the end of the Agreement, in any way whatsoever, shall survive the end of the Agreement. These provisions include (but are not limited to) those concerning the exclusions and limitations of The Throwback Company's liability, Intellectual Property Rights, use of the API and the Results, applicable law, conflict management and this provision.

9. Applicable Law and conflict management

- 9.1. These Terms of Service, the Agreement and the use of the API and the Results are exclusively governed by the laws of the Netherlands. The applicability of the Vienna Convention on the Sale of Goods is expressly excluded.
- 9.2. Unless a mandatory or peremptory rule of (international) law describes otherwise, any and all disputes arising out of or in connection with this Agreement, the API and/or the Results shall be tried to be resolved between the Parties in mutual consultation. Any dispute that may arise between Parties and that can not be resolved through mutual efforts thereto, will exclusively be submitted to the competent court of Noord-Nederland in Groningen, the Netherlands. This does not affect the right of either Party to apply for interim or provisional measures, including to preliminary injunctive relief through the competent court of Noord-Nederland in Groningen, the Netherlands.

10. Contact

- 10.1. The Throwback Company can be contacted by means of the following contact details:

The Throwback Company
Reidkampen 11
9801JM Zuidhorn
The Netherlands
tee-e@hasslefree.nl

Annex A: Definitions

Annex A – Definitions

1.1. In the Terms of Service the capitalized terms have the following definitions:

- 1.1.1. Account: the profile registered by the Customer on the Website, so that he can make use of the API;
- 1.1.2. Agreement: the agreement between the Customer and The Throwback Company for the use of the API, including these Terms of Service and any other agreement between Parties, such as by email;
- 1.1.3. API: the tee e application programming interface provided by The Throwback Company to the Customer as a service;
- 1.1.4. Customer: the natural person or legal entity that has registered an Account to use the API and/or that makes use of the API in any other way;
- 1.1.5. Free Subscription: the free subscription to use the API;
- 1.1.6. Intellectual Property Rights: any intellectual property right and related right, including but not limited to copyrights, database rights, design rights, domain name rights, trade name rights, trade mark rights, patent rights, portrait rights, moral rights, whether registered or not, as well as any application to register any of the aforementioned rights, and (rights in) trade secrets and know-how;
- 1.1.7. Paid Subscription: the subscription to use the API in which the Customer pays fees to The Throwback Company to use the API;
- 1.1.8. Parties: The Throwback Company and Customer;
- 1.1.9. Party: The Throwback Company or Customer;
- 1.1.10. Results: the results of the use of the API;
- 1.1.11. Terms of Service: these terms and conditions for the use of the services of The Throwback Company;
- 1.1.12. The Throwback Company: the sole proprietorship under the laws of the Netherlands The Throwback Company, located in Zuidhorn, the Netherlands at Reidkampen 11 (9801JM), registered with the Dutch Chamber of Commerce under number 52119580;
- 1.1.13. Website: the website of The Throwback Company related to the API, available through <https://tee-e.com> and all underlying pages thereof.
