

Virtuallaundry Right of Use Agreement



ARTICLE 1. DEFINITIONS

- *User*: a natural person or corporate body, who concludes with Virtuallaundry the Agreement under consideration for the supply of services.
- *Virtuallaundry*: Virtual Laundry B.V. and its affiliated companies, Postbus 297, 5280 AG Boxtel.
- *Platform Virtuallaundry*: users' association of which the User automatically becomes a member when the Agreement under consideration is established. The purpose of this association is to promote the interests of its members, among other things by guarding the disclaimer, contributing towards the functionality of the software and mediating/advising in disputes between Virtual Laundry B.V. and the User.
- *Virtuallaundry sites/services*: various software programs, websites and consultancy services. The content of the Virtuallaundry sites/services is subject to Copyright © 2001 Virtual Laundry B.V. All rights reserved.
- *Agreement*: the agreement to supply the Virtuallaundry sites/services by Virtuallaundry to the User. The disclaimer forms part of this Agreement.
- *Registration Form*: the form with which the User registers for the use of Virtual Laundry.
- *Brands*: Virtuallaundry, Virtual Laundry BV, virtuallaundry.net. All rights that are not explicitly mentioned in this Agreement are reserved.

ARTICLE 2. GENERAL PROVISIONS

- 2.1. The User has taken cognisance of the content of this Agreement and the content of the Registration Form and by signing the Registration Form accepts the applicability of all provisions included in the Registration Form and this Agreement. The Virtuallaundry sites/services are only offered if the content of this Agreement is accepted unconditionally, unchanged and in its entirety.
- 2.2. The Agreement under consideration applies to all agreements for the supply of the Virtuallaundry sites/services by Virtuallaundry, as well as to all (legal) acts that reasonably precede it. The Agreement replaces all previous or simultaneous communications and proposals between the User and Virtuallaundry.
- 2.3. The User can make use of supplementary services that are offered by Virtuallaundry. The Agreement under consideration also applies to these supplementary services. Nevertheless, supplementary provisions may apply to the use of certain components of the Virtuallaundry sites/services. In case the provisions, conditions and notifications included in this Agreement are found to be inconsistent with supplementary conditions or other provisions and directives, the latter shall prevail.
- 2.4. In case of inconsistency between verbal statements from Virtuallaundry and written statements from Virtuallaundry, the written statements shall prevail.
- 2.5. The Agreement is subject to the law of the Netherlands.

ARTICLE 3. ESTABLISHMENT OF THE AGREEMENT

- 3.1 The Agreement is established by the signing in writing by both parties of the Registration Form and by the initialling by both parties of the related Right of Use Agreement attached to this form. By signing the Registration Form the User unconditionally agrees to the most current Right of Use Agreement and all its provisions.
- 3.2. Virtuallaundry is entitled to implement changes as regards content in the Agreement, if changed circumstances make this necessary. This can take place after the expiration of one year after the Agreement has been entered into, and then annually. Virtuallaundry must notify the User about this at least one month before the change is implemented. If the User does not agree to the proposed change, the User has the possibility to cancel the Agreement by return.
- 3.3. Virtuallaundry is entitled to carry out a credit check or have such a check carried out, on the basis of which Virtuallaundry shall decide whether or not the User is creditworthy. If in the opinion of Virtuallaundry the User is insufficiently creditworthy, of which Virtuallaundry shall on request state its reason(s) to the User, Virtuallaundry can impose limitations and/or further obligations on the use, or at Virtuallaundry's election not enter into the Agreement or terminate the Agreement. In the latter case the User is liable for the costs of the use of the Virtuallaundry sites/services up to the moment of termination.

ARTICLE 4. ADDRESS, CHANGE OF ADDRESS OR CHANGE OF NAME

- 4.1. 14 days before a change of address takes effect, the User must inform Virtuallaundry in writing about this address change. The User is liable for any consequences of the fact that a change of address has not been communicated in time.

ARTICLE 5. AVAILABLE SOFTWARE AND CONTENT OF THE VIRTUALLAUNDRY SITES / SERVICES

- 5.1. The software that Virtuallaundry makes available to the User is and remains the property of Virtuallaundry. The software is the copyright-protected work of Virtuallaundry. At all times, Virtuallaundry has the right to replace or change the software and the Virtuallaundry sites/services.
- 5.2. De software and account that Virtuallaundry makes available to the User is revocable, non-transferrable and personal. The User must take all possible precautions to prevent use and examination by unauthorised persons. The User is responsible for maintaining the confidentiality of his or her password and account and the activities that take place via the account.
- 5.3. It is not allowed to change, copy, distribute, send, multiply or license the information, software or products or services that are available on the Virtuallaundry sites/services or to manipulate these matters or the information on the Virtuallaundry sites/services in any other way. The same applies to the technical information, software and protections of the equipment with which the User accesses the Virtuallaundry sites/services.
- 5.4. Copying or multiplying of the software to another server or another location by the User for further multiplying or redistribution is expressly forbidden. If the User suspects or notices this, he or she must report this immediately to Virtuallaundry, failing which the User shall be liable for any damage that may ensue.
- 5.5. Without prejudice to the above, further supplementary conditions apply to Users of the Secure ID. Among other things the following applies to them: the RSA-SecurID tokens are given on loan. Per token a separate annual fee is invoiced. Every token is linked to an annual license from Virtuallaundry. The term of the annual fee runs parallel with the annual subscription for the license. For this the same rules apply as for the annual subscription for the license. In case of damage as a result of improper use, loss or theft an amount of 1 annual fee for the token is charged. Access to Virtuallaundry is only possible via allotted token(s). Virtuallaundry consultants only have access to the data of the User of Virtuallaundry by requesting an on-line code from the User, unless the User has issued a written permission for this by means of a supplementary agreement signed by the User.

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ARTICLE 6. RATES

- 6.1. The subscription fees that the User owes to Virtuallaundry, as well as any other amounts are determined by Virtuallaundry on the basis of price lists from the date that the Virtuallaundry sites/services are first used. The accounting system of Virtuallaundry shall be binding for determining the amounts owed, unless it can be demonstrated that these data are incorrect.
- 6.2. After the expiration of one year after the Agreement has been entered into, and then annually, Virtuallaundry is entitled to effect a price change. For determining price changes, Virtuallaundry must base itself on the average cost increase of the Dutch laundry branch. This price change is only established after consultation with the Platform Virtuallaundry.
- 6.3. If the price change proposed by Virtuallaundry exceeds the average cost increase of the Dutch laundry branch, Virtuallaundry must make this known to the User at least one month before the price change is effected. If the User cannot agree to this proposed price change, the User has the possibility to cancel the Agreement by return.

ARTICLE 7. PAYMENT

- 7.1. Virtuallaundry has the right to invoice in advance subscription fees and other amounts that the User owes on account of this Agreement.
- 7.2. Virtuallaundry shall periodically invoice all amounts owed by the User to the address given by the User. In case of special circumstances - including unusual excessive use and suspected improper use - Virtuallaundry is entitled to send interim invoices. The User is obliged to pay the invoice within 4 (four) weeks after the invoice date and in the way as agreed.
- 7.3. Complaints with respect to the invoice must be lodged with Virtuallaundry before the term of payment expires. If the User cannot in reasonableness react within this term, Virtuallaundry can extend this term. The mere lodging of a complaint does not suspend the User's obligation to pay. Virtuallaundry only considers written requests for suspension and then only for the part of the invoice that is contested with motives.
- 7.4. If the User regularly lodges wrongful complaints about the invoice, Virtuallaundry can invoice service charges of at least EUR 15.--.
- 7.5. After the term of payment stated in article 7.2 has expired, the User is legally in default, without any further notice of default required. In that case Virtuallaundry is entitled to charge 1 % interest per month as of the expiration of the term of payment, as well as a service charges equal to EUR 15.-- per month and extrajudicial costs, equal to 15% (exclusive of VAT) of the outstanding amount, with a minimum of EUR 50.--. The User is also liable for all judicial costs to be made by Virtuallaundry (including costs for legal advice) connected with the collection of overdue payments. From the moment that the term of payment has expired, Virtuallaundry also has the right to put the Virtuallaundry sites/services for the client out of use.
- 7.6. Virtuallaundry can require a payment bond from the User in advance for an amount further to be specified by Virtuallaundry, among other things when Virtuallaundry is of the opinion that the User will possibly not fulfil the obligation to pay or if the User does not have a fixed place of business or abode in the Netherlands.
- 7.7. The payment bond must be provided in the form of a security deposit or bank guarantee. Virtuallaundry can require this payment bond for making available the use of the Virtuallaundry sites/services or during the term of the Agreement. Virtuallaundry shall not owe any interest over the amount of the payment bond.
- 7.8. Users who act in the practice of a profession or the conduct of a business are never authorised to settle or suspend their obligations to pay.

ARTICLE 8. USE OF THE SERVICE

- 8.1 If Virtuallaundry sites/services require the User to open an account, the User must complete the registration process by providing current, complete and accurate data like those that are required on the applicable Registration Form. At the first use, Virtuallaundry shall provide the User with a password and user name.
- 8.2. The User is not allowed to use the Virtuallaundry sites/services in a way that may cause damage, interference, overloading or adverse effects. If Virtuallaundry establishes that the use by the User disturbs the good functioning of the Virtuallaundry sites/services, Virtuallaundry is entitled to put the Virtuallaundry sites/services for the User immediately out of use.
- 8.3. Without permission from Virtuallaundry the User is not allowed to try and gain access to Virtuallaundry sites/services by means of hacking, falsifying passwords or other methods. The User is not allowed to obtain or to try to obtain materials or information via the Virtuallaundry sites/services if the materials or information concerned have not been provided or made available for that purpose.
- 8.4. Virtuallaundry can change the provisions, conditions and notifications under which the Virtuallaundry sites/services are offered.
- 8.5. Virtuallaundry can put the Virtuallaundry sites/services wholly or partly out of use for the purpose of maintenance. Virtuallaundry shall make this putting out use known beforehand and in a timely manner, unless it concerns short or limited interruptions.
- 8.6. Virtuallaundry shall investigate any malfunction as soon as possible. Virtuallaundry shall make efforts to solve malfunctions as soon as possible.

ARTICLE 9. USE AND CONFIDENTIALITY OF DATA MADE AVAILABLE BY THE USER

- 9.1. The data made available by the User remain at all times the property of the User. Virtuallaundry is only entitled to process these data for the purpose for which the User has made these data available to Virtuallaundry, as well as for the purpose of updating the central database of Virtuallaundry. Virtuallaundry is obliged to return the data of the User immediately to the User if the User requests this.
- 9.2. Virtuallaundry shall process the personal details and personal information gathered by Virtuallaundry in conformity with the law and in a proper and careful way. Personal details are kept no longer than necessary for the realisation of the purposes mentioned hereafter.
- 9.3. Virtuallaundry reserves the right to use the personal details and personal information among other things for the following activities:
 - a. to assess the application to be allowed the use of the Virtuallaundry sites/services.
 - b. to conclude and execute the Agreement that is the result of the use of the Virtuallaundry sites/services and to supervise the fulfilment of the Agreement.
 - c. to analyse the use of the Virtuallaundry sites/services.
 - d. to expand the turnover and client base through an active approach of the own users with offers for products and services.
 - e. to fulfil the legal obligations, including the fulfilment of legal requirements or co-operation in lawsuits.

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f. to protect and defend the rights or the ownership of Virtuallaundry or its affiliated companies and to act to protect the interests of members or others.

ARTICLE 10. DURATION OF THE AGREEMENT AND CANCELLATION BY THE USER

- 10.1. The Agreement is entered into for a contract period of at least 12 months, starting at the date of the signing of the Registration Form.
- 10.2. The User can cancel the Agreement in writing - via Virtual Laundry B.V. Postbus 297, 5280 AG Boxtel- or by email - via admin@virtuallaundry.net - in all cases only by stating name, address, postcode, city, with due regard for a term of notice of 3 months. In case of cancellation per e-mail, the confirmation of receipt to be received from Virtuallaundry counts as evidence of cancellation. Termination of the Agreement commences on the date of the next continuation of contract.
- 10.3. After expiration of the minimum contract period the Agreement is implicitly extended for a new contract period of 12 months.
- 10.4. On termination of the Agreement by the User all claims of the User against Virtuallaundry become null and void.
- 10.5. On termination of the Agreement by the User, Virtuallaundry is obliged to immediately destroy all data made available by the User.

ARTICLE 11. PUTTING OUT OF USE, CANCELLATION AND TERMINATION OF SERVICES BY VIRTUALLAUNDRY

- 11.1. Virtuallaundry can, without notice of default, put the Virtuallaundry sites/services offered to the User wholly or partly out of use, among other things:
 - a. if the User does not fulfil his or her obligations on account of the Agreement or does not observe the demands that can be made on a reasonable use;
 - b. if the User at the time of or after the conclusion of the Agreement has provided Virtuallaundry with false or incomplete information;
- 11.2. Putting out of use takes place without the User being entitled to claim any compensation. The putting out of use can end when Virtuallaundry finds that the User has fulfilled his/her obligations after all. The costs for the putting out of use as well as for the putting back into use are for the account of the User. The putting out of use of the Virtuallaundry sites/services does not relieve the User of his/her obligations on account of the Agreement.
- 11.3. If Virtuallaundry finds that within a period of 30 days after having been requested in writing the User has failed to fulfil his/her obligations after all, Virtuallaundry can terminate the Agreement, in which case the claims of the User on Virtuallaundry become null and void.
- 11.4. If technical or economic reasons make this necessary, Virtuallaundry is entitled to terminate the Virtuallaundry sites/services with due regard for a term of notice of two months. In these cases the User is entitled to a return of all data that belong to him or her in a digital form of his or her choice. In these cases the related programs can be obtained by the User for own use, this to be effected via an independent party against the then applicable market value.
- 11.5. If Virtuallaundry sells its company in whole or in part, or if there is a change in the management of the company, Virtuallaundry must ensure that the buyer, respectively the new manager(s) do not have access to the data of Virtuallaundry for a period of one month. During this period of one month Virtuallaundry, in the status of before the sale, is obliged to continue the usual activities for the benefit of the Users. Immediately after the sale or the change in the management of the company, Virtuallaundry must inform the Platform Virtuallaundry about this sale/management change and during this period of one month the Users have the possibility to cancel the Agreement by return.

ARTICLE 12. TRANSFER OF AGREEMENT

- 12.1. The User cannot transfer his/her rights and obligations that ensue from the Agreement to third parties without written permission from Virtuallaundry.

ARTICLE 13. LIABILITY

- 13.1. The User is liable for all damage that Virtuallaundry may suffer as a result of acting or refraining from acting contrary to the provisions of the Agreement.
- 13.2. Virtuallaundry shall perform its activities to the best of its abilities and exercise the due caution that may be expected of it. Thus Virtuallaundry shall in any case be liable for safeguarding the data and for the calculations in conformity with the calculation method of Virtuallaundry.
- 13.3. If Virtuallaundry fails in its duties to observe the Agreement because the User has supplied Virtuallaundry with incorrect or incomplete information, Virtuallaundry shall not be liable. If the User can demonstrate that he or she has suffered damage as a result of an error on the part of Virtuallaundry that could have been avoided if Virtuallaundry had acted carefully, Virtuallaundry shall only be liable for that damage to a maximum of three times the amount of the fee for the assignment for one unit over the last calendar year, unless there has been intent or comparable gross negligence on the part of Virtuallaundry.
- 13.4. Virtuallaundry is not liable for any damage as a result of the fact that third parties with or without the knowledge of the User make use of the User's password or account, unless the culpability demonstrably lies with Virtuallaundry.
- 13.5. As soon as possible, but at the latest within 4 weeks after the damage that has been caused has been discovered, the User must inform Virtuallaundry about the damage in writing. Damage that has not been brought to the attention of Virtuallaundry within that term, shall not be compensated.

ARTICLE 14. LIABILITY OF VIRTUALLAUNDRY WITH RESPECT TO LINKED SITES

- 14.1. The Virtuallaundry sites/services may contain links to websites of third parties or "linked sites". Virtuallaundry has no control over such linked sites and is not responsible for the content of any linked site, including but not limited to any links that are present on a linked site, or changes or updates of a linked site.
- 14.2. Virtuallaundry is not responsible for webcasting or other types of broadcasting from a linked site. Nor is Virtuallaundry responsible for the fact that a linked site is not functioning properly.
- 14.3. Virtuallaundry only supplies these links for the convenience of the User. The fact that Virtuallaundry includes these links does not in any way imply that Virtuallaundry approves of the site concerned or has any connection with its operators.
- 14.4. Users are themselves responsible for reading and checking the disclaimer and the terms of use that are listed on the linked site. All transactions with third parties (including advertisers) within the Virtuallaundry sites/services or participations in promotional activities, including delivery and payment for goods and services and other provisions, conditions, guarantees or promises that are connected with these transactions or promotional activities, only relate to the User and the advertiser or a third party. Virtuallaundry is not responsible or liable for any part of these transactions or promotional activities.

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ARTICLE 15. COMPLAINTS, DISPUTES, APPLICABLE LAW

15.1. Disputes between the User and Virtuallaundry about the establishment or the execution of the Agreement with respect to Virtuallaundry sites/services supplied or to be supplied by Virtuallaundry, are in the first instance mutually solved by Virtuallaundry and the User. If Virtuallaundry and the User do not solve the dispute, the dispute can be submitted to the Platform Virtuallaundry for review.

15.2. The Platform Virtuallaundry only considers disputes if the User has first submitted his/her complaint to Virtuallaundry in writing. Virtuallaundry shall react to this as regards content in writing within 30 days after receipt of the complaint, unless this is not reasonably possible. In that case the User is notified in writing within that term when at the latest he/she shall be informed about the reaction as regards content.

15.3. Within 30 days after the receipt of the reaction as regards content from Virtuallaundry, or within 30 days after the expiration of the date on which according to the provisions of the second section a reaction should have been given, the User must bring the dispute before the Platform Virtuallaundry.

15.4. The consideration of a dispute requires a fee further to be estimated by the Platform Virtuallaundry. After the judgement by the Platform Virtuallaundry the parties are free to then bring the dispute before the civil law sector of the court of 's-Hertogenbosch, Leeghwaterlaan 8, 5223 BA 's- Hertogenbosch.

15.5. If for any reason whatsoever it is found that any part of this Agreement is invalid or not enforceable in accordance with applicable law, the invalid or non-enforceable provision shall be deemed to have been replaced by a valid enforceable provision, the intention of which is as close as possible to the original provision, and the remaining part of the Agreement shall remain in force.

Signed and initialled as correct by:

Virtual Laundry BV, Ronald Teulings
Signature / initials:

Demowasserij Nederland,
Signature / initials:

Date:

Date: