

Betty Blocks – Terms of Use

Version: 2022.1.0

These Terms of Use (hereinafter: “**ToU**”) are applicable when you (the “**Client**”) subscribe to a trial version of our Betty Blocks No-Code Platform via our [Website](#). Please read these ToU carefully, because these ToU together with your subscription form an agreement between Client and Betty Blocks Licensing B.V. located in Alkmaar, the Netherlands, registered with the Chamber of Commerce under numbers 76021793 (“**Betty Blocks**”).

Betty Blocks or Client may individually be referred to as a “**Party**” or collectively as the “**Parties**”. Any conditions applied by Client that deviate from or that are not included in these ToU only apply if and to the extent such conditions have been explicitly accepted in writing by Betty Blocks.

1. DEFINITIONS

The capitalized words in these ToU have the meaning set out below, unless a (different) meaning is assigned elsewhere in these ToU.

- 1.1. **Business Day:** Monday through Friday, excluding any bank holidays observed in the Netherlands and holidays observed and announced by Betty Blocks.
- 1.2. **Client Data:** the data processed by Client or its authorized Users using the Software.
- 1.3. **Intellectual Property Rights:** all intellectual property rights and related rights, including but not limited to copyrights, database rights, domain name rights, trademark rights, brand rights, model rights, neighboring rights, patent rights and rights to know-how.
- 1.4. **License:** a right to use the trial version of the Software as made available at any time by Betty Blocks in its sole discretion.
- 1.5. **Normal Business Hours:** 9.00 am to 5.00 pm CET/CEST time, during each Business Day.
- 1.6. **Software:** (a trial version of) the online ‘Betty Blocks No-Code Platform’ insofar licensed to Client under these ToU.
- 1.7. **User:** the User of the Services who has been designated by Client (such as an employee or a student).
- 1.8. **Website:** <https://www.bettyblocks.com> including any and all subdomains and extensions.

3. TERM AND TERMINATION

- 3.1. The term of Client’s subscription, and therefore the agreement between Parties, starts when Client subscribes to the trial version of the Software via the Website and will continue until: (i) the trial period has ended, (ii) Client terminates its account with Betty Blocks, or (iii) until this agreement is otherwise terminated, whichever is earlier.
- 3.2. Betty Blocks may terminate the agreement between the Parties with immediate effect at any time and without reason.
- 3.3. Thirty (30) Business Days after the termination or expiration of the agreement, for whatever reason, Betty Blocks is entitled to delete or destroy all copies of Client Data, unless agreed otherwise in

writing. It's Client's responsibility to export any Client Data stored in the Software within the aforementioned time period.

4. LICENSE GRANT

- 4.1. Betty Blocks hereby grants Client a non-exclusive, non-transferable and revocable License to use the trial version of the Software as is made available by Betty Blocks for trial purposes. Betty Blocks may revoke the License at any time and/or may terminate the provision of a trial version of the Software at any time.
- 4.2. Notwithstanding anything stated to the contrary in these ToU, Client is expressly not permitted:
 - i) to reverse-engineer the source code of the Software or to decompile the Software, unless such is allowed pursuant to a mandatory legal provision which may not be lawfully derogated from;
 - ii) to make changes to or modify the Software, unless such is allowed pursuant to a mandatory legal provision which may not be lawfully derogated from or with prior written approval of Betty Blocks;
 - iii) to remove or render illegible indications of Betty Blocks and/or its licensors as party entitled to the Software or parts thereof; or
 - iv) access all or any part of the Software and/or documentation in order to build a product or service which competes with the Software.
- 4.3. Client authorizes Betty Blocks to publicly disclose that Client is using the Software and Betty Blocks may use Client's name and logo in any promotional materials, including but not limited to its website and in press releases.
- 4.4. The rights provided under this Clause 4 are granted to Client only, and shall not be considered granted to any subsidiary or holding company of Client, unless expressly agreed otherwise.

5. ACCEPTABLE USE

- 5.1. Client shall:
 - i) provide Betty Blocks with the information and co-operation reasonably necessary to properly comply with the agreement and applicable laws;
 - ii) comply with all applicable laws and regulations when using the Software;
 - iii) ensure that its network and systems comply with the relevant specifications provided by Betty Blocks from time to time.
- 5.2. Client shall not access, store, distribute or transmit any material during the course of its use of the Software that:
 - i) is libelous, defamatory, insulting, racist or discriminating, or incites hate;
 - ii) infringes third-party rights, in any case including but not limited to Intellectual Property Rights;
 - iii) violates the privacy of third parties, in any case including but not limited to distributing third-party personal data without permission or necessity, or repeatedly harassing third parties by providing them with unsolicited communications;
 - iv) contains hyperlinks, torrents or similar information of which Client is aware or should be aware that it refers to material that infringes third-party rights; or
 - v) is otherwise illegal or causes damage or injury to any person or property.

- 5.3. Client will refrain from obstructing other clients or internet users or inflicting damage to the Software. Client is prohibited from starting up processes or programs via the Software or otherwise of which Client is aware or can reasonably assume that such processes or programs will obstruct or inflict damage on Betty Blocks, other clients, or internet users.
- 5.4. Without the agreement of Betty Blocks, Client is prohibited from making available to third parties any usernames and passwords made available by Betty Blocks. Betty Blocks is not liable for the consequences of the loss of usernames and passwords by Client.
- 5.5. Client is responsible for the activities of anyone who Client allows to use the Software. Client is also responsible for ensuring that its authorized Users comply with these ToU. Client shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Software and, in the event of any such unauthorized access or use, promptly notify Betty Blocks.
- 5.6. Betty Blocks reserves the right (but has no obligation thereto), without liability or prejudice to its other rights to Client, to disable Client's and/or the authorized User's access to the Software if Client breaches the provisions of this Clause 5.
- 5.7. Betty Blocks in its sole discretion may require Users to accept and agree (via pop-up in the Software or otherwise) to also comply with the obligations laid out in this clause 5.

6. AVAILABILITY AND MAINTENANCE

- 6.1. Betty Blocks will use reasonable endeavors to realize the uninterrupted availability of its systems, network and Software, but offers no guarantees in this regard for the trial version of the Software. Betty Blocks also makes no promises or guarantees as to security, availability and integrity of data transfers while making use of the Software.
- 6.2. Betty Blocks regularly carries out maintenance, adjustments or improvements of the systems, Software, networks or parts thereof which could lead to unavailability of the Software. Should maintenance, adjustments or improvements require a reduced or total unavailability of the Software, then Betty Blocks will attempt to carry out such maintenance as much as possible outside Normal Business Hours or during non-Business Days and will endeavor to notify Client in advance of the scheduled maintenance. However, Betty Blocks is in no case liable to compensate any damage arising in connection with such maintenance. If Betty Blocks considers that there is a danger to the functioning of its systems, network or Software, Betty Blocks will have the right to implement all measures it considers reasonably necessary to avert or prevent this danger. Since the Software is provided over the public internet, Client is itself responsible for acquiring appropriate internet access and suitable anti-virus protection and the like.

7. CLIENT DATA

- 7.1. Client shall own all right, title and interest in and to all Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Client Data. Betty Blocks receives a limited license to Client Data for the purpose of providing Client access to the Software, including any and all future aspects thereof.
- 7.2. When using the trial version, Client shall only use test data, fake data or other non-sensitive data fit for testing software. Client may not and shall not process any personal data, sensitive data or other data which is not fit for testing software.

- 7.3. In the event of any loss or damage to Client Data, Client's sole and exclusive remedy shall be for Betty Blocks to use reasonable commercial endeavors to restore the lost or damaged Client Data. Betty Blocks shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party.
- 7.4. If Betty Blocks is informed by a third party of unlawful information on its servers, Betty Blocks is entitled to remove the material or render it inaccessible, including Client Data.
- 7.5. Betty Blocks is authorized at all times to report any criminal acts that are discovered and will cooperate with duly authorized orders and commands. In addition, Betty Blocks is authorized to provide the name, address, IP address and other data identifying Client and/or a User to a third party who has complained that Client and/or a User has violated its rights or the provisions of these ToU, provided that:
 - i) it is sufficiently plausible that the information is unlawful and harmful with regard to the third party;
 - ii) the third party has a genuine interest in obtaining the data;
 - iii) it is plausible that, in the specific case, there is no less far-reaching measure to obtain the data; and
 - iv) examining the interests involved entails that the third party's interest should prevail.
- 7.6. Client indemnifies Betty Blocks against all legal claims with respect to Client Data. In this regard, Betty Blocks is not liable for any damage or loss suffered by Client caused by any action taken by Betty Blocks following a report from a third party, even if the report turns out to be incorrect and the information is not breaching applicable law.
- 7.7. Betty Blocks may impose a maximum limit on the amount of storage space or data traffic Client may use each month within the framework of the Software.
- 7.8. Client hereby grants Betty Blocks an unlimited license to distribute, store, forward or copy all materials uploaded by Client to Betty Blocks' systems, in a manner deemed appropriate by Betty Blocks, but solely to the extent this is reasonably required for the purpose of allowing Client to use the Software.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. Client acknowledges and agrees that Betty Blocks and/or its licensors own all Intellectual Property Rights in and to the Software and everything related thereto (such as documentation).
- 8.2. Betty Blocks acknowledges and agrees that any Intellectual Property Rights in and to the configuration(s) created by the Client in the Software are owned by Client, provided that these rights accrue to Client by law. Betty Blocks will treat such configuration(s) of Client as confidential information and will not make Client's configurations available to third parties without Client's permission. However, Betty Blocks cannot rule out that another client may choose the same or similar configurations in the Software, as this is beyond Betty Blocks' control and a normal aspect of a No-Code Platform.

9. CONFIDENTIALITY

- 9.1. A Party receiving confidential information from the other Party shall treat this as strictly confidential and use this solely in connection with its rights and obligations under these ToU.

- 9.2. Confidential information includes all information of which it can be assumed from the context that the disclosing Party would deem this to be confidential or of which the receiving Party should reasonably have recognized its confidential nature from the content of the information. Confidential information also includes all information and data concerning or pertaining to the Software, pricing, service levels, Client Data, and more generally data concerning business operations, marketing, research, development, inventions, know-how, business relations, irrespective of the form in which this has been recorded or is provided.
- 9.3. The obligation to treat certain information as confidential no longer applies if the receiving Party can prove that this information:
- i) is or becomes publicly available through no act or omission of the receiving Party;
 - ii) was already in possession of the receiving Party prior to the date on which it was issued by the disclosing Party;
 - iii) is available from a third party without this party being in default towards the disclosing Party arising from a confidentiality clause by distributing the information to the receiving Party; or
 - iv) was developed by the receiving party independently and without the use of the information of the disclosing Party.

10. LIMITATION OF LIABILITY

- 10.1. Client expressly acknowledges and agrees that the trial version is provided on an “as is” and “as available” basis and that Betty Blocks is not liable whatsoever for any kind of damages arising from Client’s use of the Software unless caused by the wilful misconduct or deliberate recklessness of Betty Blocks’ management or in other cases where exclusion of liability is not possible by law.

11. FORCE MAJEURE

- 11.1. Neither Party will be bound to comply with any obligation if the Party is prevented from doing so as a result of force majeure. Force majeure includes in particular but is not limited to domestic disturbances, mobilization, war, transportation blocks, strikes, epidemics, pandemics, network attacks such as SYN (synchronous) floods or (distributed) denial of service attacks, business interruptions, supply stagnation, fires, floods, import and export obstructions, internet failures and in the event Betty Blocks’ suppliers prevent Betty Blocks from complying with its obligations under the agreement.

12. AMENDMENTS AND SEVERABILITY

- 12.1. Betty Blocks reserves the right to change or supplement these applicable ToU at any time. In the event Betty Blocks wishes to change these ToU, Betty Blocks shall notify Client in writing by giving 30 days’ notice. The new ToU will be deemed accepted by Client if Client uses the Software after the 30-day notice period.
- 12.2. If any provision, or part of a provision, of the ToU is found by any court or authority of competent jurisdiction to be illegal, invalid or otherwise unenforceable, that provision or part-provision shall be deemed not to form part of the ToU, and the legality, validity or enforceability of the remainder of

the provisions of the ToU shall not be affected, unless otherwise required by operation of applicable law.

- 12.3. The Parties shall use all reasonable endeavors to agree within a reasonable time upon any lawful and reasonable variations to the ToU which may be necessary in order to achieve, to the greatest extent possible, the same commercial effect as would have been achieved by the provision, or part-provision, in question.

13. MISCELLANEOUS TERMS

- 13.1. The agreement between the Parties, including these ToU, is governed exclusively by Dutch law.
- 13.2. Any disputes between the Parties that cannot be settled amicably will be submitted to the court of Amsterdam.
- 13.3. The version of any communication of information as recorded by Betty Blocks shall be deemed to be authentic and conclusive, unless Client supplies proof to the contrary.
- 13.4. Where the ToU refers to “written” or “in writing”, this also includes e-mail communication provided the identity of the sender and the integrity of the content can be adequately established.
- 13.5. Betty Blocks is authorized to assign, novate or otherwise transfer the agreement with Client and all its rights and obligations arising therefrom to a third party.