

**General terms and conditions Sjef.app B.V.**

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## Chapter 1 General

### Article 1 Definitions

1. Sjeff.app B.V., located in Amsterdam, Chamber of Commerce number 78331412, is referred to as Sjeff in these general terms and conditions.
2. The Client of Sjeff is referred to in these general terms and conditions as the Client. This concerns a (legal) person who enters into an agreement with Sjeff.
3. Sjeff and the Client together, are referred to as Parties.
4. The Agreement refers to the agreement between the Parties or the accepted quote.
5. The Elockers.online platform refers to the online software provided by Sjeff for renting Lockers.
6. The Sjeff platform refers to the software provided by Sjeff for managing a webshop and/or ordering system.
7. Lockers refer to the (wardrobe) lockers provided by Sjeff.
8. Sjeff hardware refers to Lockers, payment terminals, and physical goods that serve the Lockers and/or payment terminals.
9. Event refers to an occasion organized by the Client where visitors are expected and can use the services of Sjeff. Sjeff places Sjeff hardware at an Event and provides a right of use for the Sjeff platform and/or Elockers.online platform during the Event. After the Event ends, the Client will return the hardware and software to Sjeff.
10. Fixed Location refers to a venue operated by the Client. Sjeff places Sjeff hardware in the Fixed Location and provides a right of use for the Sjeff platform during the term of the agreement. If Sjeff remains the owner of the Sjeff hardware, it will remain in place at the Fixed Location for the duration of the agreement, and the software will be continuously usable during the term. The Client also has the option to purchase Sjeff hardware from Sjeff. In that case, the Client becomes the owner of the Sjeff hardware and obtains a right of use for the software.
11. End User refers to the (natural or legal) person who places an order through the Sjeff platform or the (natural) person who rents a Locker from the Client.
12. Products refer to the goods or services offered by the Client to the End User through Sjeff's services.

### Article 2 Applicability of general terms and conditions

1. These conditions apply to all quotes, offers, work, agreements, and deliveries of services or goods by or on behalf of Sjeff.
2. The conditions are divided into a general part, which is always applicable, and specific provisions regarding the Sjeff platform and Sjeff hardware.
3. Deviating from these conditions is only possible if expressly agreed in writing by the Parties.
4. Sjeff reserves the right to change or supplement these General Terms and Conditions at any time. If any changes or additions occur, Sjeff will notify the Client in writing.
5. If the Client declares its own and/or other General Terms and Conditions applicable, these are not binding for Sjeff and are explicitly rejected to the extent they deviate from these General Terms and Conditions.
6. The agreement contains, unless explicitly agreed otherwise, always obligations of effort for Sjeff, not obligations of result.

### Article 3 Offers and quotes

7. The offers made by Sjeff are valid for a maximum of fourteen days unless a different period of acceptance is mentioned in the offer. If the offer is not accepted within that period, the offer expires.
8. Delivery times in quotes/agreements are indicative and do not give the Client the right to dissolve or compensation if exceeded unless the Parties have expressly agreed otherwise in writing.
9. Offers and quotes do not automatically apply to repeat orders. Parties must expressly agree on this in writing.

### Article 4 Prices

1. The prices mentioned in offers, quotes, and invoices from Sjeff are exclusive of VAT and any other government levies unless explicitly stated otherwise.
2. The prices for goods are based on the cost prices known at that time. Increases in these, which could not have been foreseen by Sjeff at the time of making the offer or the conclusion of the agreement, may lead to price increases.
3. Regarding the provision of services, Parties may agree on a fixed price at the conclusion of the agreement.
4. If no fixed price is agreed upon, the rate regarding the provision of services can be determined based on the actual hours spent. The rate is calculated according to the usual hourly rates of Sjeff applicable for the period in which the work is performed unless a different hourly rate has been agreed upon.
5. If a rate based on the actual hours spent has not been agreed upon, a target price will be agreed upon for the provision of services, where Sjeff is entitled to deviate up to 10% from this. If the target price is expected to be exceeded by more than 10%, Sjeff will inform the Client in a timely manner, explaining why a higher price is justified. In that case, the Client has the right to cancel the part of the assignment that exceeds the target price plus 10%.

### Article 5 Price Indexing

1. The prices, rates, and hourly wages agreed upon at the commencement of the agreement are based on the price level applied at that time.
2. The prices, rates, and hourly wages will automatically be increased annually on January 1st, based on the most recent CBS consumer price index for all households from January compared to January of the preceding year. A decrease in prices, rates, and hourly wages is not possible. Sjeff can also increase prices, rates, and hourly wages at any time if the (purchase) costs associated with its services increase. In the latter case, Sjeff will make its cost increase transparent to the Client and pass these on reasonably.
3. Adjusted prices, rates, and hourly wages will be communicated to the Client as soon as possible.

### Article 6 Payment

1. Invoices must be paid within 14 days after the invoice date unless Parties have made different written arrangements or a different payment term is mentioned on the invoice.
2. Payments are made without any appeal to suspension or setoff by transferring the amount due to the bank account number provided by Sjeff. Any objections against the amount of the invoices or complaints regarding the services provided do not suspend the payment obligation.
3. If the Client does not pay within the agreed term, he is by law in default without the need for any notice of default. From that moment, Sjeff is entitled to suspend its obligations until the Client has met his payment obligations.
4. If the Client remains in default, Sjeff will proceed to collection. The costs related to that collection are for the Client's account. When the Client is in default, he owes statutory (commercial) interest, extrajudicial collection costs, and other damage to Sjeff in addition to the principal sum. The collection costs are calculated based on the Decree on compensation for extrajudicial collection costs.
5. In case of liquidation, bankruptcy, seizure, or suspension of payment of the Client, Sjeff's claims on the Client are immediately due and payable.
6. If the Client refuses to cooperate with the execution of the order by Sjeff, he is still obliged to pay the agreed price to Sjeff.

### Article 7 Duration of the Contract

1. The agreement between the Client and Sjeff is entered into for an indefinite period unless the nature of the agreement dictates otherwise, or if the Parties expressly agree otherwise in writing. The mutual notice period is two months.
2. If Parties have entered into an agreement for a definite period, it will, in the case of not timely termination, be extended by one year. If no notice period has been agreed upon, the notice period is two months.

**Article 8 Information Provision by the Client**

1. The Client shall make all information relevant to the execution of the assignment available to Sjef. This information includes, at a minimum, but is not limited to, information which Sjef indicates is necessary or which the Client should reasonably understand to be necessary for the execution of the agreement.
2. The Client is obliged to provide all data and documents that Sjef deems necessary for the correct execution of the assignment in a timely manner, in the desired form, and in the desired manner.
3. The Client guarantees the accuracy, completeness, and reliability of the data and documents made available to Sjef, even if they originate from third parties.
4. The Client indemnifies Sjef against any damages in any form whatsoever resulting from non-compliance with what is determined in this article.
5. If and to the extent requested by the Client, Sjef returns the relevant documents.

**Article 9 Execution of the Agreement**

1. Sjef executes the agreement to the best of its insight and ability.
2. Sjef has the right to have certain work done by third parties.
3. The execution takes place in mutual consultation and after written agreement and payment of the possibly agreed advance.
4. It is the responsibility of the Client that Sjef can start the assignment on time.
5. If parties have agreed on a deadline for the completion of certain works within the duration of the agreement, this is never a fatal deadline. If this term is exceeded, the Client must put Sjef in default in writing.

**Article 10 Amendment and Additional Work**

1. If Sjef has performed work or other performances at the request or with the prior consent of the Client, which fall outside the content or scope of the agreed services, these activities or performances will be compensated by the Client according to the agreed rates and, in the absence thereof, according to the customary rates of Sjef. Sjef is not obliged to comply with such a request and may require that a separate written agreement be concluded for it.
2. The Client realizes that changes and additional work can lead to shifting delivery times and delivery dates. The new delivery times and dates indicated by Sjef replace the earlier indicative times but are, with due observance of Article 3 paragraph 2 of the General Terms and Conditions, never a fatal deadline.
3. To the extent a fixed price has been agreed for the agreement, Sjef will inform the Client in writing about the financial consequences of the extra work or performances as referred to in this article.

**Article 11 Permits, Permissions, and Exemptions**

1. If necessary, the Client is responsible for obtaining and maintaining all necessary permits, permissions, and exemptions, including those from the government required to execute the agreement. This also includes the use of access roads to the location where Sjef must perform activities within the scope of the agreement, such as delivering systems and other items.
2. All damages resulting from the absence of a permit will be borne by the Client. This particularly applies to the costs of any waiting times, purchased materials, and additional transportation costs of Sjef.
3. If Sjef is held liable by a third party regarding the absence of permissions, permits, and exemptions which the Client was required to arrange, the Client will indemnify Sjef for this and take all liability and proceed to compensation. If Sjef submits an application on behalf of the Client, this is done at the Client's expense and risk.

**Article 12 Settlement**

1. The Client renounces his right to settle any debt to Sjef with any claim on Sjef.

**Article 13 Suspension**

1. The Client renounces the right to suspend the fulfillment of any obligation arising from this agreement.

**Article 14 Transfer of Rights**

1. Transfer of Rights and Obligations:
  - a. No party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except in the following circumstances:
    - i. Transfer in connection with a change of control affecting the corporate governance structure of a party;
    - ii. Transfer resulting from the acquisition of all or part of a party's customer portfolio.
2. Conditions for Exceptional Transfers:  
The exceptions outlined in Section 1 shall only apply if:
  - a. The transferring party ensures that the acquiring party assumes identical obligations as the original party;
  - b. The transfer does not materially alter the fundamental essence of the Agreement;
  - c. The acquiring party demonstrates sufficient financial and operational capacity to fulfill the contractual obligations.
3. Notification Requirements:  
The party intending to effect a transfer shall provide prior written notice to the other party, detailing the relevant particulars of the proposed transfer.
4. Property Law Provision:  
This clause constitutes a property law provision with binding effect, as contemplated in Article 3:83, Paragraph 2 of the Dutch Civil Code.

**Article 15 Delivery**

1. Delivery occurs:
  - a. When the goods are picked up by or on behalf of the Client at Sjef.
  - b. In the case of shipment via a professional carrier by transferring the goods to this carrier.
  - c. In the case of shipment via transport means of Sjef by delivering the goods to the Client.
2. From the moment of delivery, the goods are at the risk of the Client.
3. Sjef is entitled to deliver an order in parts. Sjef is entitled to demand payment for each partial delivery.
4. Delivery times stated by Sjef are indicative and approximate only. In no case does a delay give the Client the right to compensation, suspension, or dissolution of the agreement.
5. For agreements that, according to societal standards of the legal order, have an international character, delivery will generally occur Ex Works (EXW). If another delivery condition according to one of the other 'Incoterms' has been agreed upon, the 'Incoterms' applicable at the time of concluding the agreement will apply.

**Article 16 Reservation of Ownership, Suspension Right, and Right of Retention**

1. If the Client purchases goods from Sjef, the goods present at the Client's premises and the delivered goods and parts remain the property of Sjef until the Client has paid the full agreed price. Until that time, Sjef can invoke its reservation of ownership and take back the goods.
2. If the agreed advance payments are not made or not made on time, Sjef has the right to suspend its obligation until the agreed part has been paid. In that case, there is creditor's default. A delayed delivery in that case cannot be attributed to Sjef.
3. If goods have not yet been delivered but the agreed advance payment or price has not been paid in accordance with the agreement, Sjef has the right of retention. The goods will then not be delivered until the Client has paid in full and in accordance with the agreement.
4. In the event of (provisional) suspension of payment or bankruptcy of the Client, cessation or liquidation of the Client's company, or - if the Client is a natural person - placement under guardianship or debt restructuring of the Client, the obligations of the Client become immediately due and payable and the Client is obliged to immediately return any rented or unpaid goods, and Sjef has the right to enter the Client's premises and buildings to take possession of those goods.

**Article 17 Complaints**

1. Complaints to Sjeff regarding a defect must be reported in writing.
2. In case of a visible deficiency, immediately upon delivery of the item.
3. In case of a non-visible deficiency, within two days after discovering the defect. In any case, the complaint must be made in writing to Sjeff.
4. If not complained in time, the Client is deemed to have received the goods in good condition.
5. A deficiency does not give the Client the right to compensation and/or suspension of his obligations.

**Article 18 Force Majeure**

1. In addition to what is stipulated in article 6:75 of the Dutch Civil Code, it is understood that any shortcomings of Sjeff in the fulfillment of any obligation towards the Client cannot be attributed to Sjeff in the event of a circumstance independent of Sjeff's will, which partially or fully prevents the fulfillment of its obligations towards the Client or as a result of which the fulfillment of its obligations cannot reasonably be required from Sjeff. These circumstances include failures of suppliers or other third parties, power failures, computer viruses, strikes, bad weather conditions, and work interruptions.
2. If a situation as described above occurs resulting in Sjeff being unable to meet its obligations towards the Client, those obligations will be suspended for as long as Sjeff cannot meet its obligations.
3. In the event described in the previous paragraph, Sjeff is not liable for any damage, even if Sjeff enjoys any benefit as a result of the force majeure condition.
4. If Sjeff has already partially met its obligations, or can only partially meet its obligations at the time the force majeure occurs, Sjeff is entitled to invoice the already delivered or deliverable part separately to the Client. The Client is obliged to pay this invoice as if it were a separate contract.
5. Sjeff may still invoke force majeure even after it has come into a situation of default in meeting one or more obligations from the Agreement.

**Article 19 Liability**

1. Sjeff is not liable for damage suffered by the Client as a result of the inability to use lockers and/or the Sjeff platform unless this damage is the direct result of gross negligence, gross fault, or intent by Sjeff.
2. Notwithstanding the provisions of the first paragraph of this article, Sjeff is only liable for direct damage. Any liability of Sjeff for consequential damage, such as business damage, loss of profits and/or suffered loss, delay damage, and/or personal or injury damage, is expressly excluded.
3. The Client is responsible and liable for the internet connection, network, and power supply with respect to all services provided by Sjeff. Sjeff cannot be held liable for damage resulting from a non-functioning internet connection, network, power supply, or other types of disruptions.
4. The Client is obliged to take all measures necessary to prevent or limit damage.
5. If Sjeff is liable for damage suffered by the Client, this liability is always limited to a maximum of the invoice amount.
6. The Client must hold Sjeff accountable no later than 14 days after he/she has become aware or could reasonably have been aware of the damage he/she has suffered.
7. Sjeff is never liable for damage resulting from work performed by the Client or by third parties or deliveries made.
8. The Client cannot hold Sjeff liable if the damage has arisen:
  - a. Due to improper use of the Sjeff platform or Sjeff hardware or use contrary to the instructions, advice, and user manuals provided by Sjeff;
  - b. Due to instructions or directions from or on behalf of the Client;
9. In the cases listed in paragraph 8 of this article, the Client is fully liable for all resulting damage and expressly indemnifies Sjeff from all claims by third parties for compensation of this damage.

**Article 20 Obligations of the Client Regarding Sjeff Hardware**

1. The following provisions do not apply in case the Client has purchased the respective Sjeff hardware from Sjeff.

2. The Client commits to using the Sjeff hardware carefully according to its nature and purpose and only for the agreed objective, to keep it in correct and functional condition at its own cost, to protect it against overloading, to place it properly covered and sheltered, and to maintain and care for it effectively.
3. From the moment of delivery and handing over to the return of the Sjeff hardware, the Client bears the risk of total or partial loss, destruction, theft, and damage to the Sjeff hardware. The danger of premature wear is also borne by the Client.
4. The Client commits not to cede or pass on the Sjeff hardware to third parties. It is expressly forbidden for the Client to sell, transfer, exchange, pledge, rent out the Sjeff hardware without Sjeff's prior permission, to give it to another for use, or to otherwise burden it with any proprietary or personal right. Refusal of such permission does not give the Client the right to dissolve or otherwise terminate the Agreement. The Client will exclude the retention right upon delivery for repair or restoration.
5. The Client commits - for the benefit of Sjeff - to fully insure and keep insured the rented and/or made available items from Sjeff against all insurable damage. Upon request, the Client will hand over a copy of the policy and policy conditions to Sjeff.
6. In case of loss and/or damage of the Sjeff hardware, the Client is obliged to compensate according to the replacement values listed in appendix 1. This compensation does not affect Sjeff's right to claim additional (consequential) damage.

**Article 21 Dissolution**

1. Sjeff is entitled to dissolve the agreement with the Client in whole or in part with immediate effect, without a court intervention, by means of a written or electronic statement, without prejudice to its other rights (such as rights to fulfillment and/or compensation) if:
  - a. The Client violates any provision of the agreement or the general terms and conditions of Sjeff;
  - b. The Client requests a suspension of payment;
  - c. The bankruptcy of the Client is requested or the Client is declared bankrupt.
2. If the Client acts culpably in violating the agreement and/or the general terms and conditions of Sjeff, the Client is liable for all direct and indirect damages Sjeff suffers as a result.

**Article 22 Applicable Law**

1. Only Dutch law applies to every agreement between the Parties. The applicability of the Vienna Sales Convention 1980 is excluded.
2. The Dutch court in the district where Sjeff is located/practices has exclusive jurisdiction to hear disputes between the Parties unless the law mandatorily prescribes otherwise.
3. If any provision of these General Terms and Conditions or of the underlying Agreement is wholly or partially void and/or invalid and/or unenforceable as a result of any statutory regulation, court ruling, or otherwise, this shall have no effect whatsoever on the validity of all other provisions of these General Terms and Conditions or the underlying Agreement.
4. If a provision in the Agreement or any part of the Agreement cannot legally be invoked, the rest of the Agreement remains in full force, provided that provisions in the part that cannot be invoked are deemed to have been adjusted in such a way that invocation is possible, maintaining the parties' intention regarding the original provision or part as much as possible.

## Chapter 2 Sjef Platform

### 2.1 General

#### Article 23 Applicability Sjef Platform

1. The provisions in this chapter concern the use of the Sjef platform. The Sjef platform refers to the software provided by Sjef that allows for the management of an ordering system and/or processing payments. Sjef places Sjef hardware and grants a right of use on the Sjef platform. The provisions in this chapter apply in addition to what is stipulated in chapter 1.

#### Article 24 Service Provision

1. Sjef offers its services through the Sjef platform. The purpose of its service is to enable an End User to place orders and make payments. Sjef merely plays a facilitating role in bringing together End User and Client; there is explicitly no (purchase) agreement concluded between Sjef and the End User. The Client will handle the customer data of the End User in accordance with laws and regulations and, where necessary, provide and apply its own general terms and conditions through the Sjef platform.
2. The supplied hardware and software are 'as is,' and no further developments will be entertained at the request of the Client unless Parties have agreed otherwise. Sjef always strives to develop its products and services. Should there be software updates available to improve its services, Sjef will implement them.
3. Sjef will, unless agreed otherwise, only provide remote support. Sjef will provide direct instruction to the Client during installation so that the Client can troubleshoot independently. Sjef will supply manuals that can be used as a reference.
4. All transactions run through 'Sjef Payments,' the payment provider of Sjef, and are collected in an account of the Client within the Sjef Payments platform. The funds will then be transferred as a total sum (minus what is owed to Sjef) to the bank account of the Client. Sjef manages the account of the Client within the Sjef Payments platform and has the right to offset all funds on this account against its claims.
5. Sjef will issue a separate invoice for credit card chargebacks.
6. The Client will use Store & Forward, which means accepting offline payments. The Client accepts 1000 transactions each time the terminal goes offline with an order value of a maximum of €50 per transaction.
7. If an end user who has placed an order through the Sjef platform fails to meet their obligations to the Client, Sjef.app cannot be held liable. Sjef is not responsible for the actions and/or omissions of the Client's customers.
8. If the Client terminates the agreement, he/she will continue to have access to the Sjef platform until the end of the current period, forfeiting their right to any refund of previously due or paid costs.

#### Article 25 Obligations of the Client Regarding the Sjef Platform

1. The onboarding regarding PIN, credit card, and online transaction processing at Sjef Payments must be completed at least 21 days before the start of the system's intended live date.
2. Any objections regarding defects and/or defects must be reported to Sjef in writing immediately after installation. Without such notices, the respective hardware and software are deemed to have been delivered according to the agreement, without damage, defects, and with the correct number of keys.
3. The Client is responsible for a functioning internet connection and the associated network through a fixed connection or a Wi-Fi access point at their expense. For a functioning internet connection, it is required that at every payment point, a functioning network cable is ready, and the necessary/supported hardware is up to date. If the cash register system does not work due to a failed connection, the Client bears the responsibility without Sjef being liable for any compensation.
4. The connection must be stable with a minimum speed of 10 Mbps for both download and upload and have a latency of under 100ms. A 4G connection or satellite connection does not suffice (only as a backup).
5. The backup network provided by Sjef is intended only as secondary support. If this is used, costs will subsequently be charged to the Client.
6. Costs related to the use of electricity associated with the use of the Sjef hardware are for the Client's account.

7. The Client is responsible for the correctness of the price settings used on the Sjef platform. The Client will perform a final check regarding the prices before the prices go live. Sjef cannot be held liable for any consequences of incorrect price settings.
8. The Client guarantees that they are the owner of the Products and are authorized to offer and sell the Products. All information that the Client includes about the Products on the Sjef platform must be complete and accurate.
9. The Client must fully and timely comply with the obligations arising from the orders placed via the Sjef platform and those arising from laws and regulations. If the Client delivers Products to consumers, specific reference is made to the Consumer Protection Enforcement Act.
10. It is not allowed for the Client:
  - a. To offer Products via Sjef that violate national or international laws and regulations;
  - b. To publish misleading information about the Products via Sjef;
  - c. To publish content such as designs, logos, photos of Products, or product descriptions via Sjef that infringe the rights of a third party, such as copyrights or portrait rights, or that violate national or international laws and regulations;
  - d. To trade with criminals or criminal organizations via Sjef;
  - e. To commit fraudulent actions or actions that violate national or international laws and regulations via Sjef.
  - f. Appendix 3.1 lists all products and services for which the use of Sjef services is limited. Before the Client can be onboarded, we need additional documentation. When Sjef agrees to offer its services for a broad category of services (for example, DVDs), this does not mean permission is granted for subcategories within that category that are prohibited or limited according to this list (for example, counterfeit DVDs).
  - g. The fact that Sjef agrees to provide its services for a certain product or service should not be interpreted as advice or opinion on the legality of the merchant's products and services and the intended use of the services. The merchant remains solely responsible for ensuring that his products and services and those of his affiliated companies comply with applicable laws, regulations, and rules.
  - h. Appendix 3.2 lists all products and services for which the use of Sjef services is prohibited. When you enter into an agreement with Sjef and use Sjef's services, you confirm that you do not offer the products or services listed as prohibited.
11. If Sjef knows or suspects that the Client is acting in violation of this agreement, Sjef is entitled, without informing the Client in advance, to block the Client's Account so that no orders can be placed via the Sjef platform. The Client will be notified of such a blockage by email.
12. Sjef can always add, modify, or discontinue a part of the offered Products at any time.
13. The Client is responsible for all actions performed under his Sjef account details, regardless of whether these actions are carried out by the Client, his employees, or a third party.
14. The Client will adequately secure all account details in his possession or under his control. Sjef is not liable for any loss or damage resulting from unauthorized use of the Client's account.
15. The Sjef platform may contain updates, cloud-based services, support services, applications, or documentation, each subject to the terms of these General Terms and Conditions, as applicable.

#### Article 26 Closed Loop Payment Options

1. A Closed Loop payment option allows visitors to pay in a currency issued by the Client through, for example, a cash card or a wristband with payment functionality.
2. If the Client uses a Closed Loop payment option, Sjef only acts as a Third Party Service Provider.
3. Under Third Party Service Provider, an external, non-affiliated company performing services for a Client (in this case, making payments possible through, for example, a Cash Card) is understood.
4. For top-ups and withdrawals from a Closed Loop cash card, standard transaction fees are charged per transaction.
5. The Client guarantees that he acts in accordance with the required laws and regulations and will indemnify Sjef regarding any claims from third parties.
6. If the Client wishes to work with another provider for cash cards or wristbands, Sjef will charge an additional fee for activating tokens on the Sjef platform. Sjef has the right to refuse another provider for quality and safety reasons related to the Sjef platform.

### Article 27 Third-Party Services

1. Third-Party Services are products, applications, services, software, networks, systems, directories, websites, databases, and information from third parties to which one or more products are linked or which the Client can connect or activate in combination with one or more products.
2. The Client may choose to activate, log in, or make use of Third-Party Services.
3. The Client agrees that access to and use of such Third-Party Services is solely governed by the terms of such Third-Party Services and that SjeF is not responsible or liable for, nor does it make any representations or warranties about, any aspect of such Third-Party Services, including but not limited to their content, functionality, or practices concerning data (including Client data and Personal Data) or any interaction between the Client and the provider of such Third-Party Services, whether such Third-Party Services are provided by a third party that is a member of a SjeF partner program or otherwise designated by SjeF as "certified," "integrated," or "approved" by SjeF.
4. The use by the Client of Third-Party Services is exclusively between the Client and the respective provider. The Client irrevocably waives any claim against SjeF with respect to such Third-Party Services.
5. SjeF is not liable for any damage or loss caused or alleged to be caused by or in connection with the activation, access, or use of such Third-Party Services by the Client or the reliance of the Client on the privacy practices, data security processes, or other policies of such Third-Party Services.

## 2.2 Specific for Events

### Article 28 Applicability to Events

1. An Event refers to an occasion organized by the Client where visitors are expected and can make use of SjeF's services. SjeF places SjeF hardware at an Event and provides a right of use on the SjeF platform during the Event. After the Event ends, the Client will return the hardware and software to SjeF.

### Article 29 Planning

1. The Client, in the case of a framework agreement, will contact SjeF at least 90 days before an Event to determine how much SjeF hardware needs to be deployed at the Event. If a request comes in later, SjeF is entitled to partially reject the request or to increase the rates by 15%.
2. The Client must provide SjeF with the most recent floor plans, locations, and other relevant information regarding the terrain at least 60 days before the Event.
3. The onboarding concerning PIN, credit card, and online transaction processing with SjeF Payments and/or other Payment Service Providers must be completed no later than 21 days before the start of the Event.
4. At least 14 days before the Event, the Client must provide the exact set-up and dismantling possibilities. The Client will allow SjeF to start setting up at least 3 working days before an Event.
5. The Client guarantees that on the day before installation, the internet connection and associated network function so that SjeF can test on-site in time.
6. Power points need to be ready a day before installation and must be connected to a separate group. The power points must be placed within 80 centimeters of the SjeF hardware connection points. SjeF hardware will not be placed near goods that could damage the SjeF hardware.
7. Bars, cashier locations, the office space, and the locker room must include electricity, internet, and associated network and be ready the day before setup.
8. If the Client acts contrary to what is stated in this article, SjeF has the right not to deliver the SjeF hardware or to apply an adjusted rate. Any advance payments already made by the Client will not be refunded. SjeF will promptly communicate any adjusted rate after discovery.

### Article 30 Set-up and Dismantling

1. The Client shall timely and at its expense make available a gator with a trailer for the set-up and dismantling.
2. The Client guarantees that at both the set-up and dismantling, the location where the SjeF hardware is to be placed is accessible for a

- freight or van within a maximum distance of 15 meters. The last 15 meters must be accessible with a hand truck.
3. The Client guarantees that at both the set-up and dismantling, the location where the SjeF hardware is to be placed is accessible to within a maximum distance of 5 meters for a truck with a trailer or an articulated lorry. Additionally, there should be the possibility to unload or load with a forklift.
4. If the Event is held outdoors, the Client is required to timely and at its expense place road plates up to the location where the SjeF hardware is to be placed.
5. Any objections regarding defects and/or deficiencies must be reported to SjeF in writing immediately after installation. Without such notifications, the respective SjeF hardware is deemed to have been delivered in accordance with the agreement, without damage, deficiencies, and with the correct number of keys.
6. If the Client acts contrary to what is stated in this article, and this results in delays, the costs as specified in appendix 1.1 will be charged to the Client.

### Article 31 Cooperation Agreements

1. The Client ensures safe working conditions for SjeF's personnel and is responsible for this.
2. The Client indemnifies SjeF against claims in connection with damage suffered by personnel. The Client shall, at its expense, provide the necessary facility services (gator, workspace, parking tickets, catering, walkie-talkies, drinks, food, communication, electricity, machinery, site material, manpower, and other production-related matters).
3. If a multi-day Event takes place outside a radius of 50 kilometers from SjeF's office, the Client shall, at its expense, ensure reasonable and lockable sleeping accommodations for SjeF's employees. If the Client fails to facilitate such sleeping accommodations, SjeF will charge the overnight costs to the Client.
4. In addition to the access tickets for crew and show personnel at each Event, the Client shall provide SjeF with four access tickets and backstage wristbands to inspect the current state and functioning of the SjeF hardware.
5. The Client shall, at its expense, make available a space where SjeF can store goods and charge batteries and terminals. The space must be equipped with sufficient space, at least one table, and four chairs, and have adequate power supply. Adequate power supply here means: 4x 240V type Schuko.
6. The Client is responsible for securing SjeF's property from the start of set-up until the end of dismantling at its expense.

### Article 32 Scaling Down SjeF Hardware and/or Labor and Cancellation

1. If the Client wishes to scale down the deployment of SjeF hardware and/or labor after an agreement, SjeF will charge the following costs:
  - a. Up to 10 weeks before the Event in question: changes can be made free of charge
  - b. Up to 8 weeks before the Event in question: a fee of 50% of the agreed costs concerning the part that is scaled down
  - c. Up to 6 weeks before the Event in question: a fee of 75% of the agreed costs concerning the part that is scaled down
  - d. Up to 4 weeks before the Event in question: a fee of 100% of the agreed costs concerning the part that is scaled down
2. If an Event cannot proceed for any reason and the Client cancels the Event, the Client will charge SjeF the following costs:
  - a. Up to 10 weeks before the Event in question, the Client can cancel free of charge
  - b. The Client is obliged to pay 50% of the agreed costs if he cancels up to 8 weeks before the Event in question
  - c. The Client is obliged to pay 75% of the agreed costs if he cancels up to 6 weeks before the Event in question
  - d. The Client is obliged to pay 100% of the agreed costs if he cancels up to 4 weeks before the Event in question

## 2.3 Specific for Fixed Locations

### Article 33 Applicability Fixed Location

1. A Fixed Location refers to a venue operated by the Client. Sjef places Sjef hardware in the Fixed Location and provides a right of use on the Sjef platform for the duration of the agreement. If Sjef remains the owner of the Sjef hardware, it will stay in place at the Fixed Location for the duration of the agreement, and the Sjef platform will be continuously usable during the term. The Client also has the option to purchase Sjef hardware from Sjef. In that case, the Client becomes the owner of the Sjef hardware and obtains a right of use for the Sjef platform.

### Article 34 SLA

1. Any agreements regarding a service level (Service Level Agreement) are only explicitly agreed upon in writing. The Client will always immediately inform Sjef about all circumstances that can affect the service level and its availability.
2. If agreements about a service level have been made, the availability of software, hardware, platform, and related services is always measured in such a way that the previously announced unavailability due to preventive, corrective, or adaptive maintenance or other forms of service, as well as circumstances outside Sjef's sphere of influence, are excluded. Unless evidence to the contrary is provided by the Client, the availability measured by Sjef will serve as full proof.

### Article 35 Scaling Down

1. In the case that Sjef is the owner of the placed Sjef hardware, Sjef is free to scale down the Sjef hardware deployed at the Fixed Location if it appears that the Sjef hardware is insufficiently profitable in the location according to Sjef. Parties will simultaneously enter into consultation regarding an appropriate deployment of Sjef hardware.



## Chapter 3 Lockers

### 3.1 General

#### Article 36 Applicability Lockers

1. Lockers refer to the (wardrobe) lockers provided by Sjef. Sjef places Lockers and grants a right of use on the Elockers.online platform to enable the use of the Lockers. The provisions in this chapter apply in addition to what is stipulated in chapter 1.

#### Article 37 Service via the Elockers.online Platform

1. The Client is responsible for the accuracy of the pricing used on the Elockers.online platform. The Client will perform a final check regarding the prices before the prices go live. Sjef cannot be held liable for any consequences of incorrect pricing.
2. If a visitor orders a Locker through a third party (e.g., while ordering an entrance ticket), Sjef will deliver the pin code via the Elockers.online platform. Sjef will charge a fee for this. An End User needs an internet connection to reserve a Locker via the Elockers.online platform.
3. Sjef is not responsible for this internet connection and associated network and cannot be held liable in case an End User cannot rent a Locker because they are not connected to the internet.
4. The advance sale of Lockers through a third party with which the Client cooperates will stop at least 48 hours before the Event. The responsibility for distributing locker codes in this case lies with the Client.
5. When the Client starts the online sale of entrance tickets, they will also start the online presale for Lockers.
6. All transactions run through 'Sjef Payments,' Sjef's payment provider, and are collected in an account of the Client within the Sjef Payments platform. The funds will then be transferred as a total sum (minus what is owed to Sjef) to the bank account of the Client. Sjef manages the account of the Client within the Sjef Payments platform and has the right to offset all funds on this account against its claims. Regarding the settlement, Sjef has the right to block a payment to the Client until all claims of Sjef have been paid.
7. Sjef will issue a separate invoice for credit card chargebacks.
8. The Client will use Store & Forward, which means accepting offline payments. The Client accepts 1000 transactions each time the terminal goes offline with an order value of a maximum of €50 per transaction.
9. The supplied hardware and software are 'as is,' and no further developments will be entertained at the request of the Client unless Parties have agreed otherwise. Sjef always strives to develop its products and services. Should there be software updates available to improve its services, Sjef will implement them.

#### Article 38 Use of Lockers

1. Sjef plays merely a facilitating role in bringing together End User and Client; there is explicitly no (rental) agreement concluded between Sjef and the End User. The Client will handle the customer data of the End User in accordance with laws and regulations and, where necessary, provide and apply its own general terms and conditions.
2. Sjef prefers to place e-lockers, which are Lockers with an electronic lock. Through the Elockers.online platform, a user can reserve a Locker online.
3. The costs associated with the use of electricity related to the use of Sjef hardware are for the Client's account.
4. The Client is responsible and liable for the lockers and their contents. The Client indemnifies Sjef against claims from third parties for losses, theft of, and damage to personal belongings placed in the Lockers.

### 3.2 Specific for Events

#### Article 39 Applicability to Events

1. An Event refers to an occasion organized by the Client, expected to attract visitors who can use Sjef's services. Sjef places Sjef hardware at an Event and grants usage rights for the Sjef platform and/or Elockers.online platform during the Event. After the Event ends, the Client will return the hardware and software to Sjef.

#### Article 40 Planning

1. In case of a framework agreement, the Client should contact Sjef at least 90 days before an Event to determine the required amount of Sjef hardware. Late requests may lead to partial rejection or a 15% increase in rates.
2. At least 60 days before the Event, the Client must provide Sjef with the latest floor plans, locations, and relevant information about the terrain. The onboarding regarding PIN, credit card, and online transaction processing with Sjef Payments and/or other Payment Service Providers must be completed at least 21 days before the Event starts.
3. At least 14 days before the Event, the Client should inform Sjef about the exact setup and dismantling possibilities. The Client must allow Sjef to start setup at least 3 working days before an Event.
4. The Client guarantees that the internet connection and network will function a day before installation so that Sjef can test on location.
5. Power points need to be ready a day before installation, connected to a separate group, and placed within 80 centimeters of the connection points of the Sjef hardware. Sjef hardware will not be placed near items that could cause damage.
6. Bars, cashier locations, office space, and locker rooms, including power, internet, and network, must be ready the day before setup.
7. If the Client fails to comply with these requirements, Sjef has the right to not deliver the Sjef hardware or to apply an adjusted rate. Any advance payments by the Client will not be refunded. Sjef will notify any adjusted rate as soon as discovered.

#### Article 41 Setup and Dismantling

1. The Client is required to make a space near the main entrance of the Event available for placing the Lockers that is accessible and suitable for visitors.
2. The Client must provide, at their expense, a manitou or forklift with a minimum lifting capacity of 1500 kg.
3. The Client ensures that during both setup and dismantling, the location where the Sjef hardware is to be placed is accessible for a freight or van within a maximum distance of 15 meters. The last 15 meters must be accessible with a hand truck.
4. The Client guarantees that during both setup and dismantling, the location where the Sjef hardware is to be placed is accessible up to a maximum distance of 5 meters for a truck with a trailer or an articulated lorry. Additionally, there should be the possibility to unload or load with a forklift.
5. If the Event is held outdoors, the Client is required to place road plates in time and at their expense up to the location where the Sjef hardware is to be placed.
6. Any objections regarding defects and/or defects must be reported to Sjef in writing immediately after installation. Without such notifications, the respective Sjef hardware is deemed to have been delivered in accordance with the agreement, without damage, defects, and with the correct number of keys.
7. If the Client acts contrary to the stipulations of this article, and this results in delays, the costs as specified in Appendix 1.3 will be charged to the Client.

#### Article 42 Cooperation Agreements

1. The Client ensures safe working conditions for Sjef's staff and is responsible for this. The Client indemnifies Sjef against claims in connection with damage suffered by staff.
2. The Client shall provide, at their expense, the necessary facility services such as a gator, workspace, parking tickets, catering, walkie-talkies, beverages, food, communication, electricity, machinery, site material, manpower, and other production-related matters.
3. If a multi-day Event takes place outside a radius of 50 kilometers from Sjef's office, the Client shall ensure reasonable and lockable sleeping accommodations for Sjef's employees at their expense. If the Client fails to provide such accommodations, Sjef will charge the overnight costs to the Client.
4. In addition to access tickets for crew and show personnel at each Event, the Client shall provide Sjef with four access tickets and backstage wristbands to inspect the current state and functioning of the Sjef hardware.
5. The Client shall make available a space where Sjef can store goods and charge batteries and terminals. The space must be equipped with sufficient space, at least one table, and four chairs, and have an adequate power supply. Adequate power supply here means: 4x 240V type Schuko.

6. The Client is responsible for the security of Sjef's property from the start of the setup until the end of the dismantling.

#### Article 43 Scaling Down Sjef Hardware and/or Labor and Cancellation

1. If the Client wishes to scale down the use of Sjef hardware and/or labor after an agreement, Sjef will charge the following costs:
  - a. Until 10 weeks before the Event: changes can be made free of charge
  - b. Until 8 weeks before the Event: a fee of 50% of the agreed costs regarding the downscaled part
  - c. Until 6 weeks before the Event: a fee of 75% of the agreed costs regarding the downscaled part
  - d. Until 4 weeks before the Event: a fee of 100% of the agreed costs regarding the downscaled part
2. If an Event is canceled for any reason, the Client will be charged the following fees by Sjef:
  - a. Up to 10 weeks before the Event: cancellation is free of charge
  - b. If canceled up to 8 weeks before the Event: 50% of the agreed costs must be paid
  - c. If canceled up to 6 weeks before the Event: 75% of the agreed costs must be paid
  - d. If canceled up to 4 weeks before the Event: 100% of the agreed costs must be paid
3. If the Parties have agreed to share the revenue from the rental of Lockers, the following applies regarding the Lockers: if an Event cannot take place, the Client will pay Sjef a fee as determined in Appendix 2.

### 3.3 Specific to Permanent Locations

#### Article 44 Applicability to Permanent Location

1. A Permanent Location refers to a facility operated by the Client. Sjef places Sjef hardware in the Permanent Location and grants usage rights for the Sjef platform during the contract's term. The Sjef hardware will remain permanently in place at the Permanent Location, and the software will be continuously usable throughout the contract term, provided Sjef retains ownership of the Sjef hardware. The Client also has the option to purchase Sjef hardware from Sjef. In such cases, the Client becomes the owner of the Sjef hardware and obtains usage rights for the software.

#### Article 45 Delivery

1. The Client is required to ensure a spot that is easily accessible to visitors and suitable for placing the Lockers near the main entrance of the location. "Suitable" here means: level and on a stable surface, covered, moisture-free, placed against a wall, or back-to-back.
2. If the Lockers cannot be placed in an easily accessible and suitable spot upon delivery, the Client will be obligated to pay a delay penalty as specified in Appendix 1.4 to Sjef upon placement of the Lockers. This penalty does not affect the possibility of holding the Client liable for damages.

#### Article 46 SLA

3. Any agreements regarding a service level (Service Level Agreement) will only be explicitly made in writing. The Client shall promptly inform Sjef of all circumstances that may affect the service level and its availability.
4. If service level agreements are in place, the availability of software, Sjef hardware, Elockers.online platform, and related services will be measured in such a way that announced downtimes for preventive, corrective, or adaptive maintenance, or other forms of service, as well as circumstances beyond Sjef's control, are excluded. Unless the Client provides evidence to the contrary, the availability measured by Sjef will serve as full proof.

#### Article 47 Scaling Down

1. If Sjef owns the installed Sjef hardware, Sjef is free to scale down the Sjef hardware placed at the permanent location if it appears that, in Sjef's opinion, the Sjef hardware is not sufficiently profitable at the location. The parties will concurrently enter into discussions regarding an appropriate deployment of Sjef hardware.

## Appendices

### Appendix 1 Damage and Repair

#### 1.1 Sjef Platform Event

*The Client agrees, upon signing, that in the event of damage, the following rates will be invoiced for water damage and repair - damages are immediately due and will be offset against revenues generated via the platform.		
Hardware type:	Repair Value:	Replacement Value:
<b>TurboPOS consisting of:</b>		
1. POS 10*	€350,00	€1.250,00
2. Pinterminal P400	€350,00	€750,00
3. Pinkapje P400		€12,00
4. TurboPOS stand	-	€350,00
Mobiele pinterminal / POS		€900,00
Barst in scherm	€150,00	
Printklep	€30,00	
Cashcard kassa	-	€1.250,00
<b>POS Accessories</b>		
Mobiel POS Stand		€350,00
Mobiele pos schouder houder		€45,00
Bonprinter	-	€450,00
TPOS bevestigingsklemmen		€10,00
<b>Internet</b>		
Antenne + paal	-	€1.250,00
WiFi Access Point	-	€300,00
4G Router	-	€400,00
POE Switch large	-	€850,00
POE Switch small	-	€550,00
<b>Powersupply</b>		
Stekkerblok 3		€15,00
Stekkerblok 6		€25,00
Stekkerblok 10		€35,00
Verlengsnoer		€30,00
Stroomkabel switch (C13 naar Schuko)		€15,00
Powerbank + oplaad kabel		€22,00
Oplaadstation		€175,00
Oplaadblok USB +USB naar USB C kabel		€30,00
Backup battery Large	-	€3.000,00
Backup battery Medium	-	€500,00
<b>Accessories</b>		
Transportwagentje		€70,00
Terminal bak small		€20,00
Terminal bak large		€25,00
Vertragsboete per uur vertraging per werknemer (art 30.6)		€45,00
Vertragsboete per uur vertraging per trailer (art 30.6)		€150,00

#### 1.2 Sjef Platform Fixed Location

See the damage list in Appendix 1.1 for applicable items.

#### 1.3 Lockers Events

*The Client agrees, upon signing, that in the event of damage, the following rates will be invoiced for water damage and repair - damages are immediately due and will be offset against revenues generated via the platform.		
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Hardware type:	Repair Value:	Replacement Value:
<b>elockers</b>		
QR Banner + frames	-	€1.250,00
Betonbak	-	€650,00
Balie	€500,00	€1.500,00
Lockerkast	€150,00	€600,00
Vervangende sleutels	-	€10,00
Masterkey elockers	-	€2.500,00

Vertragsboete per uur vertraging per werknemer (art 41.6)	€45,00
Vertragsboete per uur vertraging per trailer (art 41.6)	€150,00

See the damage list in Appendix 1.1 for applicable items.

#### 1.4 Lockers Vaste Locatie

e-lockers	Prijs:
Voorrijkosten 1-50km	€90
Voorrijkosten 51-100km	€120
Voorrijkosten 101-150km	€220
Locker deur (per stuk)	€60
Locker slot (Elockers V5)	€70
Locker slot (Elockers V6)	€70
Slot batterij (buiten de jaarlijkse gratis wisseling)	10
Sluitings lipje	€2,00
Vervangen draaiknop	€1
Masterkey (extra)	€50
Nummer stickers (per sticker) - €42 is minimum bedrag / ±200 stickers / €0,21	€0,70
Arbeid medewerker (per uur op basis van nacalculatie)	€45

coin lockers	Prijs:
Voorrijkosten 1-50km	€90
Voorrijkosten 51-100km	€120
Voorrijkosten 101-150km	€220
Arbeid medewerker (per 60 min op basis van nacalculatie)	€45,00

Vertragsboete per uur vertraging per werknemer (art 45.2)	€45,00
Vertragsboete per uur vertraging per trailer (art 45.2)	€150,00

### Appendix 2 Cancellation

#### 2.1 Sjef Platform Event

In the event an Event cannot take place, the Client will compensate Sjef an amount of €3.05 excluding VAT per reserved medium Locker per day and €3.70 excluding VAT per reserved large Locker per day.

### Appendix 3 Restricted or Prohibited products and services

#### 3.1 Restricted products or services

##### Adult

Adult goods (excluding fetish products)

##### Financial Businesses

Buy now pay later / Instalment payment methods

Debt repayment and collection agency

E-wallet or e-money that can be monetized, re-sold or converted to physical and digital goods and services or otherwise exit the virtual world

Financial service or money service business, including but not limited to: • traveler checks • money orders • Foreign Exchange • check cashing • virtual currencies • cash advances by non-financial institutes

Fines or penalty collections of any kind  
 Insurance sales and services (life)  
 Insurance sales and services (non-life)  
 Money transfer & remittance businesses  
 Payroll, invoice & business services  
 Provider or seller prepaid access/stored value

#### Not-for-Profit

Charities  
 Crowdfunding

#### Other products & services

Airlines  
 Ancestry research  
 Art dealers and galleries  
 Auction houses  
 Casual dating services  
 Car and truck rental / sales / importers / car parts  
 Cloud storage, VPN, file sharing, (high-risk) cyber lockers  
 Cruise Lines  
 Direct Marketing – Inbound teleservices, outbound telemarketing and travel-related arrangement services, Insurance services, catalog merchants, door-to-door sales  
 Drop shipping  
 Governmental services, such as embassies or consulates  
 Hazardous materials (B2B), including but not limited to: • Hydrofluoric acid • Products containing cyanide • Prohibited ozone-depleting substances (ODS) • Nitric acid • Peptides, research chemicals • Bacteria cultures or other products containing E-coli or Escherichia coli  
 Health practitioners, private medical practices, e-doctors, dental/medical services and facilities  
 Internet product and service providers  
 Jewelry, watch, precious stones, metals and silverware stores  
 Live-streaming Services without in-app currency  
 Live-streaming Services with in-app donations functionality  
 Medical, dental, ophthalmic and hospital equipment and supplies  
 Nutraceuticals and food products, not including highly regulated products such as CBD and kava kava  
 Nutraceuticals and food products (highly regulated), including, but not limited to CBD and kava kava related products  
 Political, religious or Social Campaigning  
 Real estate services  
 Services associated with pseudoscience (e.g. clairvoyance, horoscopes)  
 Ticket agencies  
 Timeshare and timeshare maintenance  
 Travel agents and tour operators  
 Veterinary practices

#### Regulated

Alcohol sales  
 Legal gambling or Game of Skill where participants receive cash or cash equivalents or prizes with/of material value: including but not limited to: Casinos, poker, bingo, slot machines, betting, lotteries, racing, fantasy sports  
 Pharmaceuticals, prescription medicine and medical devices (including animal pharmaceuticals)  
 Tobacco, smoking supplies, e-cigarettes, e-liquids, vaping liquid, vaping accessories (domestic sale)  
 Tobacco, smoking supplies, e-cigarettes, e-liquids, vaping liquid, vaping accessories (online sale)

#### Securities & Trading

Cryptocurrency exchange  
 High-risk securities such as: • contract for difference (CFD) • financial spread betting • initial coin offering (ICO) • forex currency options • cryptocurrency options • trading and purchases  
 Security brokers /investments of any kind including the purchase of: • securities • currencies • derivatives • commodities • shares • options • precious metals • other financial instruments

#### Third party Payment Processing

Aggregators, including but not limited to marketplaces, platforms  
 Staged Digital Wallet Operators  
 Payment Facilitators or other internet payment or member service providers (IPSP or MPS)  
 Payment service companies, including but not limited to peer-to-peer, bill payments, commissary accounts

#### 3.2 Prohibited products or services

#### Adult

Fetish products  
 Content: Books, magazines, audio, videos, websites, streaming services and other content formats deemed offensive or of a sexual nature  
 Entertainment: Gentleman's clubs, topless bars, strip clubs, sexually oriented massage parlors, saunas, escort agencies or any sexually-related services

#### Financial Businesses

Bearer share entities  
 Binary options  
 Credit repair and credit protection business  
 Independent or unlicensed financial advisors  
 Payday loans, unsecured loans and loans originating from non FDIC insured banks  
 Shell banks

#### Intellectual Property (IP)

Counterfeit products, replicas or designed infringements of them including products designed to circumvent IP  
 Essay mills, paper mills where the intent is to falsely submit documents as their own work  
 Products designed to circumvent copyright protection techniques or to otherwise facilitate the unlicensed use of copyrighted material  
 The use of Adyen's logo and IP without express permission or in a way that creates reputation risk for Adyen

#### Marketing practices

Business investment opportunities operating as 'get rich quick schemes'  
 Business models that use ransom- or extortion like practices  
 Business practices that are designed to evade excessive chargeback monitoring programs  
 Data Pass  
 Deceptive marketing tactics related to disclosure, false or inaccurate claims, before/after claims, endorsements, cancellation or refunds avoidance, pre-checked opt-ins, poorly disclosed negative options, misappropriation of incentives, disproportionate rebates, sweepstakes  
 Fake references and other services or products that foster deception  
 Inbound telemarketing for postcard or mailings  
 Products or services that promote hate, violence, discrimination, terrorism, harassment or abuse in any shape or form  
 Pyramid selling, chain letters or other financial scams

#### Other products & services

Animals and wildlife products classified as endangered or protected  
 Bail bonds and bankruptcy lawyers  
 Bidding fee and penny auctions  
 Certain social media business (e.g. click farms)  
 Hazardous materials (B2C), as described above  
 Human body parts or bodily fluids (excluding hair and teeth)  
 Intravenous therapy (e.g. .IV drip bar, vitamin infusions, hang over cures)  
 Key-entry telecom merchant  
 Mail order spouse or international match-making services

Pawn shops

Telemarketing companies selling products or services as an agent for a third party

**Regulated**

Drugs, and tools specifically intended for the production of drugs, drug paraphernalia, illegal drugs, substances designed to mimic illegal drugs and / or other psychoactive products

Illegal products or services or any service providing peripheral support of illegal activities, including illegal gambling services

Products or services specifically offered or intended to be used to create, produce or grow drugs or drug ingredients

Trade of fireworks, flammable or radioactive materials

Trade of weapons, ammunitions, military arms, explosive devices and firearm parts

Any type of US based gambling services

**Technology**

Decryption and descrambler products and services, devices designed to block, jam or interfere with cellular and personal communications