GENERAL TERMS AND CONDITIONS OF THE LINQ GROUP B.V.

Established at Danzigerkade 13-2, 1013 AP Amsterdam, the Netherlands

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Chapter 1. General

The provisions set out in this chapter “General” apply to all Agreements with The Linq Group and to any use of the Platform, except in so far as they are deviated from in the other chapters, in which case the provisions of the specific chapters take precedence over the provisions of this chapter “General”.

Article 1. Definitions

1. In these General Terms and Conditions, the following terms are written with a capital letter and used in the following sense, unless expressly stated otherwise:

The Linq Group the other Party to the Agreement with the Client and user of these General Terms and Conditions within the meaning of Section 6:231 (b) of the Dutch Civil Code.

Client the natural or legal person who commissions The Linq Group to perform Work, who registers on the Platform and/or who takes out a Subscription, and the other Party to the Agreement within the meaning of Section 6:231 (c) of the Dutch Civil Code.

Consumer the Client who is a natural person not acting in the course of a profession or business.

Parties The Linq Group and the Client jointly, and each separately “Party”.

Agreement the agreement between The Linq Group and the Client pursuant to which The Linq Group performs Work for the Client, provides the Client with a License or Subscription, or grants access to the Platform. The Agreement is concluded through a Commercial Contract or through registration and the taking out of a Subscription on the Platform.

Commercial Contract the commercial contract entered into between the Parties (including the proposal, the order confirmation or the contract) in which, among other things, the Initial Term, the fees, the number of Licenses or Seats and, where applicable, the Performance Guarantee and/or the Objective and the associated Guarantee Standard are set out. Where these General Terms and Conditions refer to the “commercial contract”, the same is meant.

Subscription the agreement concluded via the Platform or laid down in the Commercial Contract for the supply of one or more products of The Linq Group (including Platform, Platform Pro, LinqMaster Seats, TLG Managed, Credit subscriptions and Credit Packs) for the selected term, as further set out in Article 28.

Order (or Assignment) the request by the Client to The Linq Group to perform Work in return for payment. Where these General Terms and Conditions refer to the “Assignment”, the Order is meant.

Scheduled Meeting a meeting scheduled by The Linq Group in the calendar of the Client or an assigned Linker with a prospect that has been approved in advance by the Client.

Platform the online platform made available by The Linq Group, accessible via platform.linq.group (including the web application and any mobile applications), through which the Client can, among other things, create Workspaces and Target Groups, manage campaigns and sequences, provide approvals, review Scheduled Meetings, carry out reviews and monitor the progress of the services.

Workspace the Client’s own online environment within the Platform, in which Members collaborate and in which the Client’s data is processed.

Member the natural person who has been granted access to the Workspace by or on behalf of the Client. Each Member has a role (including Admin, Manager, User or Finance) that determines the Member’s rights within the Workspace.

Admin the Member with full administrative rights within the Workspace, including the management of Members, Seats, the Subscription, the contract and billing.

LinqMaster Seat (or Seat) the product that unlocks one Channel. A Seat is assigned by an Admin to a Member and gives that Member access to the outreach channel, including setting up campaigns, building sequences, using the Inbox and the lead pipeline.

Channel an outreach channel linked to the Workspace, such as one LinkedIn account or one email account (for example Gmail, Microsoft 365/Outlook or IMAP), through which messages and emails are sent and received via the Platform.

Linq Proposals the functionality within the Platform with which the Client creates, sends, tracks and has signed proposals and quotations, as further set out in Chapter 5.

Recipient the person to whom the Client sends a message, email or proposal via the Platform.

TLG Managed the services whereby The Linq Group's team carries out the outreach as described in Chapter 2, including setting up campaigns, building sequences, managing the inbox and scheduling meetings.

Linq AI the AI functionality within the Platform, including the generation of drafts, messages and strategies, the enrichment of lead and company data, analyses, scores and recommendations, as further set out in Chapter 4. Linq AI also includes the AI agents that support the team of The Linq Group in providing TLG Managed (Article 35 paragraph 6).

Credits the usage units linked to the Workspace with which the use of Linq AI and other designated functionalities is settled, as further set out in Article 36.

Credit Pack a one-off or recurring package of additional Credits.

Target Group a combination of selected companies and individuals created and shared by the Client and/or a Linker via the Platform, based on which The Linq Group compiles account lists and lead lists and performs its services.

Targeted Account a company selected by or in consultation with the Client that belongs to the desired target audience.

Buyer Persona the profile of a decision-maker or influencer within a Targeted Account.

Suspect a qualified Buyer Persona within a Targeted Account.

Prospect a contact within the target audience with whom active communication has been started.

Lead a Prospect who shows interaction or interest.

Hot Lead a Lead with interest in a meeting, or a Lead to whom a proposal to schedule a meeting has been sent.

Qualified Contact a Connection or contact that meets the qualification criteria set out in the Commercial Contract and is recorded as such in the Platform and/or the Client's CRM.

Work all Work performed by The Linq Group within the framework of the Order.

Commencement Date the date on which the Agreement commences.

License the user license for the Platform granted by The Linq Group to the Client for the duration of the Agreement. Within Chapter 2 (TLG Managed), License also means a LinqMaster Seat assigned by the Client to a specific Linker.

Linker the Member whose LinkedIn account and/or email account is, with their consent, used as a Channel for the execution of outreach, usually an employee of the Client to whom a Seat has been assigned.

Connections the LinkedIn connections of a Linker.

Performance Guarantee the obligation of best efforts designated as such ("Guaranteed") in the Commercial Contract, whereby The Linq Group undertakes to use its best efforts to realize the agreed Guarantee Standard, subject to the conditions of Article 22. The Performance Guarantee expressly does not qualify as an obligation of result, a result guarantee or a revenue guarantee.

Objective the obligation of best efforts designated as such ("Target") in the Commercial Contract, whereby The Linq Group undertakes to use its best efforts to realize the agreed Guarantee Standard, subject to the conditions of Article 22. The Objective expressly does not qualify as an obligation of result, a result guarantee or a revenue guarantee and does not give a right to the free continuation of services referred to in Article 22.

Guarantee Standard the Unit and quantities set out in the Commercial Contract to which the Performance Guarantee and/or the Objective relate, measured over the period stated in the Commercial Contract.

Unit the unit of measurement of the Guarantee Standard chosen in the Commercial Contract, such as the number of Scheduled Meetings, the number of new Connections, the number of Qualified Contacts or any other expressly agreed unit.

2. In these General Terms and Conditions, “in writing”/“written” includes communication by email, fax or digitally (e.g. through an online interface such as the Platform) provided that the identity of the sender and integrity of the content is sufficiently established.

Article 2. Applicability

1. These General Terms and Conditions apply to all offers, quotations, Agreements, Subscriptions and Work of The Linq Group, of whatever nature, as well as to the conclusion thereof, unless the applicability of these General Terms and Conditions has been expressly excluded In Writing or has been explicitly agreed otherwise.
2. Any general terms and conditions of the Client, however named, are expressly rejected. Deviations from and additions to these general terms and conditions only apply if and in so far as they have been expressly accepted In Writing by The Linq Group.
3. If The Linq Group allows deviations from these General Terms and Conditions for a short or longer period of time, tacitly or otherwise, this does not affect its right to demand direct and strict compliance with these General Terms and Conditions. The Client cannot derive any rights from the way in which The Linq Group applies these General Terms and Conditions.
4. These General Terms and Conditions also apply to all Agreements with The Linq Group for the execution of which The Linq Group engages third parties. These third parties may invoke these General Terms and Conditions directly, including any limitations of liability.
5. If one or more of the provisions of these General Terms and Conditions or any other Agreement with The Linq Group should be in conflict with a mandatory provision of law or any applicable legal provision, the provision in question will lapse and a new, legally permissible and comparable provision to be adopted by The Linq Group will replace the provision in question.
6. The Client with whom the present General Terms and Conditions have been contracted is deemed to tacitly agree to the applicability of these General Terms and Conditions to an Agreement entered into with The Linq Group at a later date.
7. In the event of a conflict between the content of an Agreement entered into between the Client and The Linq Group and these General Terms and Conditions, the content of the Agreement will prevail.
8. The Linq Group reserves the right to amend these General Terms and Conditions at any time. The Linq Group will send the amended General Terms and Conditions to the Client in good time.
9. The General Terms and Conditions are always attached to the contract in the Platform for the Client to download. These are the Terms and Conditions that apply during the contract period. If The Linq Group changes the Terms and Conditions, such changes will be communicated and will only take effect in the next contract period or term.
10. These General Terms and Conditions also apply to any use of the Platform, including registration, the creation of a Workspace and the use of a Workspace. By registering on the Platform, creating or joining a Workspace, or using the Platform, the Client and the Member accept these General Terms and Conditions.
11. These General Terms and Conditions replace the Terms & Conditions previously used by The Linq Group under the LinqMaster name (including as offered via www.linqmaster.app). References to those terms are deemed references to these General Terms and Conditions.

Article 3. Offers and quotations

1. All offers and quotations from The Linq Group are revocable and are made without obligation, unless indicated otherwise In Writing.

2. The Client guarantees the accuracy and completeness of the requirements, specifications and other information and data on which The Linq Group bases its offer.
3. A compound quotation does not oblige The Linq Group to provide part of the services included in the offer or quotation for a corresponding part of the price indicated.
4. The content of the Assignment is exclusively determined by the description of the Assignment given in the quotation and assignment confirmation. If the acceptance deviates (on minor points) from the offer included in the quotation, The Linq Group is not bound by it. The Agreement will not be concluded in accordance with this deviating acceptance, unless The Linq Group indicates otherwise.
5. Obvious errors or mistakes in The Linq Group's offer, including on the website, the pricing page or the Platform, are not binding on The Linq Group.
6. The prices in The Linq Group's offers and quotations are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the Assignment, including travel, accommodation, shipping and administration costs, unless indicated otherwise.
7. The Linq Group will share a quote for approval before executing requested additional services that fall outside the agreed-upon executive services in the order confirmation.
8. The current prices for products and Subscriptions are stated on the website and/or in the Platform. Our additional services and their pricing are listed on: https://linq.group/s-p-li/

Article 4. Conclusion of the Agreement

1. Subject to the provisions below, an Agreement with The Linq Group is only concluded after the Client has agreed to The Linq Group offer In Writing. The assignment confirmation is deemed to represent the Agreement correctly and in full unless the Client objects against it immediately and In Writing.
2. Any additional agreements or amendments made at a later date are only binding on The Linq Group if they have been confirmed In Writing by The Linq Group.
3. For Agreements, Work or transactions for which, due to their nature and scope, no Written offer or assignment confirmation is sent, the invoice is deemed to accurately and fully reflect the Agreement, unless objections are made In Writing within 7 working days of the invoice date.
4. Each Agreement is entered into by The Linq Group under the suspensive condition that The Linq Group is authorized to check the creditworthiness of the Client in connection with the financial compliance with the Agreement. If The Linq Group believes, on reasonable grounds, that the Client is not (sufficiently) creditworthy, The Linq Group is entitled to temporarily suspend its obligations. In the event of such a suspension, The Linq Group will immediately notify the Client In Writing and offer the Client the opportunity to provide security.
5. The onboarding of a new client will take place after signing the agreement or after registration on the Platform. Before the start of campaigns, the client must have made an initial payment.
6. The Agreement is also concluded when the Client registers on the Platform, creates a Workspace and/or takes out a Subscription via the Platform. In that case, acceptance of these General Terms and Conditions takes place upon registration or upon taking out the Subscription.
7. The person who registers or takes out a Subscription thereby represents and warrants that they are at least eighteen (18) years old and, if acting on behalf of an organization, that they are authorized to represent and bind that organization.
8. The Platform and the services of The Linq Group are intended for business and professional use. Registration with the Chamber of Commerce or a comparable register is not required in order to register.
9. If the Client is a Consumer, the Client has the right to withdraw from the Agreement concluded at a distance within fourteen (14) days without giving reasons. By expressly consenting to immediate performance of the services upon registration or purchase, the Consumer owes a proportionate fee for the services already provided and the Credits already used in the event of withdrawal. The right of withdrawal lapses once the service has been fully performed.
10. If the Client is a Consumer, the provisions of these General Terms and Conditions apply only in so far as they do not conflict with mandatory consumer law. For Consumers, the following

applies in particular: (a) instead of the interest and collection costs arrangement of Article 10 paragraph 5, the statutory interest rate and the statutory scheme for extrajudicial collection costs apply; (b) the statutory rights of dissolution and set-off are not limited further than mandatory law permits; and (c) tacit renewal of a fixed-term agreement takes place for an indefinite period, with a notice period of no more than one (1) month.

Article 5. Duration and termination of the Agreement

1. **Initial Term.** The Agreement is entered into for an initial fixed term as agreed in the Commercial Contract (the “Initial Term”).
2. **Automatic Renewal.** At the end of the Initial Term, the Agreement will automatically renew for successive periods equal to the Initial Term minus the onboarding month (each a “Renewal Term”), unless either Party gives written notice of termination no later than one (1) month prior to the end of the Initial Term or any subsequent Renewal Term. If the Client does not terminate in time, the Agreement will be automatically renewed and the Client remains obliged to pay the agreed fees for the renewed period.
3. **Contract Management via the Platform.** If the Member has an Admin or Finance role, the Client can manage the contract and the renewal or termination options via the Platform. Any terminations or changes made through the Platform are deemed to have been made in writing. Each Workspace always has at least one Member with an Admin role.
4. **Termination by Mutual Consent.** Notwithstanding the above, the Agreement may be terminated at any time during the Initial Term or any Renewal Term with the mutual written consent of both Parties.
5. **Rights and Obligations After Termination.** Upon termination, all outstanding fees or charges up to the termination date shall remain payable by the Client. The Linq Group will immediately cease all services unless otherwise agreed. If there is an outstanding balance of the Guarantee Standard, The Linq Group will continue to provide services until this balance is fulfilled, provided that it concerns a Performance Guarantee and the guarantee conditions (see Article 22) are met.
6. **Early Termination Without Valid Cause.** If the Client wishes to terminate the Agreement before the end of the agreed term without valid cause, such as a failure by The Linq Group to meet its contractual obligations, the Client remains obliged to pay the full remaining balance of the Agreement. No refunds or reductions will be granted unless otherwise agreed in writing.
7. **Outstanding Balance.** If, upon termination or renewal of the Agreement, there is an outstanding balance of the Guarantee Standard that has not yet been realized in accordance with the Commercial Contract, The Linq Group shall continue to provide its services until such balance has been fulfilled, provided that it concerns a Performance Guarantee and the conditions for the Performance Guarantee as set out in Article 22 are met.
8. **Reference to Performance Guarantee and Objective.** Any rights relating to the Performance Guarantee, the Objective, the Guarantee Standard, balances or continuation of services shall be governed exclusively by Article 22 of these General Terms and Conditions.
9. **Subscriptions.** For Subscriptions taken out via the Platform, the provisions of Article 28 on terms, renewal and cancellation apply in addition to or in deviation from this Article.

Article 6. Execution of the Agreement

1. The Linq Group will execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. This obligation has the character of an obligation to perform to the best of one’s abilities, unless agreed otherwise In Writing.
2. The Client cannot derive any rights from advice and information that they receive from The Linq Group in so far as these do not relate to the Assignment.
3. If and to the extent that The Linq Group believes that the proper performance of the Agreement requires this, The Linq Group has the right to have certain Work performed by third parties.
4. If it has been agreed that the Agreement will be performed in phases, The Linq Group is entitled to suspend the performance of those parts belonging to a subsequent phase until the Client has approved the results of the preceding phase In Writing.

Article 7. Delivery and deadlines

1. Any terms or timeframes stated by The Linq Group for the performance of the Agreement or parts thereof are indicative only and shall expressly not qualify as strict or fatal deadlines within the meaning of Section 6:83 of the Dutch Civil Code.
2. Exceeding an indicative term shall never constitute a breach of contract and shall not entitle the Client to dissolution, suspension, damages, price reduction, or restitution.
3. The services provided by The Linq Group are exclusively aimed at delivering the agreed Guarantee Standard, including the scheduling of introductory meetings with prospects pre-approved by the Client. Any revenue, returns, or other commercial results arising therefrom do not form part of The Linq Group's obligations and can never be regarded as a delivery obligation, performance outcome or revenue guarantee.
4. The Client shall forfeit the right to place The Linq Group in default if The Linq Group is unable to meet its obligations due to circumstances attributable to the Client, including but not limited to failure to provide timely cooperation, approvals, access to accounts, or timely payment.
5. To the extent that these General Terms and Conditions or the Agreement refer to any Performance Guarantee, Objective or committed quantities, such matters shall be governed exclusively by Article 22, which constitutes an exhaustive arrangement.

Article 8. Amendment to the Agreement

1. If, during the execution of the Agreement, it appears that for a proper execution it is necessary to change or supplement the Work to be performed, the Parties, at the initiative of The Linq Group, will adjust the Agreement accordingly in good time and in mutual consultation.
2. If the Parties agree that the Agreement will be amended or supplemented, this may affect the time of completion of the performance. The Linq Group will inform the Client of this as soon as possible.
3. If the amendment or supplement to the Agreement has financial or qualitative consequences, The Linq Group will inform the Client of this in advance.
4. If a fixed rate has been agreed, The Linq Group will indicate to what extent the amendment or supplement to the Agreement results in this fixed rate being exceeded.
5. Contrary to this provision, The Linq Group will not be able to charge additional costs if the amendment or supplement is the result of circumstances that can be attributed to The Linq Group.

Article 9. Price changes

1. The Linq Group reserves the right to adjust pricing for services applicable to any Renewal Term. Such changes will be communicated to the Client at least thirty (30) days before the end of the current term. If the Client does not agree with the adjusted pricing, the Client may terminate the Agreement by providing written notice no later than one (1) month before the start of the Renewal Term. If the announcement is made less than fourteen (14) days before this final termination date, the Client may, by way of derogation, still terminate in writing up to fourteen (14) days after the announcement, with effect from the end of the current term.
2. For Subscriptions: price changes are announced at least thirty (30) days before the next renewal and take effect as of the next term. If the Client does not agree with the changed pricing, the Client may cancel the Subscription with effect from the end of the current term.

Article 10. Invoicing and payment

1. Unless explicitly agreed otherwise, invoicing will primarily take place via Stripe. License fees are, in principle, payable monthly in advance by means of direct debit from the payment method provided by the Client. This can be done by credit card, SEPA or iDeal.
2. The Client will receive an email notification as soon as a new invoice is available. Invoices can be viewed and downloaded by the Client via the Platform.

3. The Client may, in consultation with The Linq Group, choose to pay invoices manually on a quarterly or half year basis (prepayment of three or six months). This option must be confirmed in writing or via the Platform.
4. Payment of invoices must be made within fourteen (14) days of the invoice date, in a manner indicated by The Linq Group. After expiry of the agreed payment term, the Client will be in default by operation of law without further notice of default being required.
5. From the moment the Client is in default, interest of 1.5% per month will be due on the total invoice amount excluding VAT, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate will apply. All judicial and extrajudicial costs incurred by The Linq Group to obtain payment, both in and out of court, will be borne by the Client from that moment onwards. In such case, the Client will owe compensation of at least fifteen percent (15%) of the outstanding amount, with a minimum of € 250. If the actual costs incurred or to be incurred by The Linq Group exceed this amount, they will also be eligible for reimbursement.
6. If the Client has not fulfilled its payment obligations on time, The Linq Group is entitled to suspend the performance of its obligations towards the Client in connection with the execution of the Work until payment has been made or adequate security has been provided. The same applies even before the Client is in default if The Linq Group has reasonable grounds to doubt the Client's creditworthiness.
7. In the event of liquidation, bankruptcy, debt restructuring, or suspension of payments of the Client, or an application for any of these, all claims of The Linq Group and all obligations of the Client towards The Linq Group will become immediately due and payable.
8. If the Client has one or more counterclaims against The Linq Group for any reason whatsoever, the Client waives the right to set-off. This waiver also applies if the Client applies for (provisional) suspension of payments or is declared bankrupt.
9. From the moment the Client is in default, any rights to the Performance Guarantee and the Objective as set out in Article 22, including the related free continuation of services as referred to in Article 5 and Article 22, will be canceled.
10. By signing the Agreement, the Client enters into the unconditional obligation to pay the full amount of the Agreement as agreed for the entire term. This obligation applies regardless of whether, when or to what extent the Client actually uses the services.
11. The Client must provide valid payment details no later than fourteen (14) days after signing and, where applicable, issue a valid direct debit authorization via the Platform or via Stripe.
12. If the Client does not provide valid payment details, or does not do so in time or in full, this does not affect the payment obligation referred to in paragraph 10. The fees already due remain payable and become due and payable, and The Linq Group is entitled to invoice and collect them, as well as to suspend the performance of the Work, without the Client being entitled to any refund, suspension of the payment obligation, or extension of the term.
13. If the start of the services takes place later than the Commencement Date due to a cause attributable to the Client, including delay caused by a Linker or another employee of the Client, the failure to grant timely access, approvals or cooperation, or the failure to provide payment details in time, the term shall not be extended and the Client shall remain liable for the full agreed fees for the entire term. The fees continue to accrue from the Commencement Date.
14. If the Client adds additional Seats or products during a current term, a proportionate amount for the remaining duration of the current term will be charged immediately. The Platform shows the amount due before the Client confirms the addition.
15. In the event of non-payment, The Linq Group may, without prejudice to its other rights, place the Workspace in a restricted mode in which access is limited to billing, data export and support. The Client's data is retained in that case.

Article 11. Suspension and dissolution

1. If the Client fails to fulfill their obligations under the Agreement, The Linq Group is entitled to dissolve the Agreement by means of a registered letter out of court, without prejudice to the provisions of the Agreement. Dissolution will not take place until the Client has been given Written notice of default and a reasonable period of time has been granted to remedy the breach.
2. Furthermore, The Linq Group is entitled, without any reminder or notice of default being required, to dissolve the Agreement in whole or in part by means of a registered letter extrajudicially and with immediate effect if:
    a) the Client applies for (provisional) suspension of payments or the Client is granted (provisional) suspension of payments;
    b) the Client applies for their own bankruptcy or is declared bankrupt;
    c) the Client submits a request for (statutory) debt restructuring or debt assistance or if any statutory provision concerning debt restructuring or debt assistance applies to the Client;
    d) the Client's company is liquidated;
    e) an important part of the Client's business is taken over;
    f) the Client ceases their current company;
    g) a substantial part of the Client's assets is seized through no fault of The Linq Group, or if the Client should otherwise no longer be able to fulfill the obligations arising from the Agreement.
3. The Linq Group is furthermore entitled to suspend access to the Platform or a Workspace in whole or in part if the Client or a Member acts in violation of Article 31 or 32, or if this is necessary to protect the Platform, other users or linked Channels. The Linq Group will notify the Client as soon as possible.
4. The Client only has the authority to suspend or dissolve the Agreement with The Linq Group in so far as this authority arises from the law. If, at the time of dissolution, the Client had already received performance of the Agreement, they can only dissolve the Agreement in part and only for that part that has not yet been performed by or on behalf of The Linq Group.
5. Amounts that The Linq Group has invoiced to the Client prior to dissolution in connection with what The Linq Group has already performed in execution of the Agreement remain due by the Client to The Linq Group and become immediately due and payable at the time of dissolution.
6. If the Client, after being declared in default, does not fulfill any obligation arising from the Agreement, or does not fulfill it fully or on time, The Linq Group is entitled to suspend its obligations to the Client, without being liable to pay any compensation to the Client. The Linq Group is also entitled to do so in the circumstances referred to in paragraph 2 of this Article.

Article 12. Liability

1. If The Linq Group is liable for damage, then that liability is limited to compensation for direct damage and to a maximum of the compensation actually paid out in that specific case by the insurer of The Linq Group. If the insurer does not pay out any compensation, the liability of The Linq Group is limited to compensation for direct damage and up to a maximum of the invoice amount of the Agreement, at least that part of the Agreement to which the liability relates. In the case of Agreements with a lead time of more than 6 months, the liability of The Linq Group is further limited to the invoice amounts charged by The Linq Group to the Client in the last 6 months prior to the occurrence of the damage. Direct damage is understood exclusively:
    a) the reasonable costs of determining the cause and extent of the damage, in so far as the determination relates to damage within the meaning of these General Terms and Conditions;
    b) any reasonable costs incurred to ensure that The Linq Group's faulty performance conform to the Agreement, unless these cannot be attributed to The Linq Group;
    c) reasonable costs incurred to prevent or limit damage, to the extent that the Client demonstrates that these costs have led to a limitation of the direct damage as referred to in these General Terms and Conditions.

2. The Linq Group is never liable for personal injury, loss of profit, missed savings, damage due to business stagnation and damage as a result of fines imposed for failure to meet delivery dates. Furthermore, The Linq Group is not liable for damage, of any nature or in any form whatsoever, because it has relied on incorrect or incomplete information or data provided by the Client.
3. The Linq Group's liability for the conduct of auxiliary persons is excluded.
4. The Linq Group archives digital and other files. Should files become damaged, lost or no longer available or usable for any other reason, The Linq Group is not liable for the damage resulting from this.
5. The limitations of liability for direct damage included in these General Terms and Conditions do not apply if the damage is due to intent or gross negligence on the part of The Linq Group.

Article 13. Limitation period

Any form of liability on the part of The Linq Group shall lapse one (1) year after the Work has been performed, the Assignment has been completed, or the deliveries have been made. In the case of ongoing or continuing Agreements, this limitation period shall commence on the date of termination of the Agreement.

Article 14. Indemnification

1. The Client indemnifies The Linq Group against any claims by third parties who suffer damage in connection with the performance of the Agreement and the cause of which is attributable to the Client, including claims by Members and by employees of the Client to whom a License or Seat has been granted by the Client. If The Linq Group is sued by third parties for such claims, the Client is obliged to assist The Linq Group both in and out of court and to immediately do everything that can be expected of them in that case. If the Client fails to take adequate measures, The Linq Group is entitled, without notice of default, to do so itself. All costs and damages incurred by The Linq Group and third parties as a result are entirely at the expense and risk of the Client.
2. The Client also indemnifies The Linq Group against claims by third parties related to the data and content processed by or on behalf of the Client within the Workspace, or related to use of the Platform in violation of Article 31 or 32.

Article 15. Intellectual property

1. Without prejudice to the other provisions of these General Terms and Conditions, The Linq Group reserves all intellectual and industrial property rights that may arise from or rest on the Work, as well as any powers that The Linq Group may have under the law.
2. All works that may be provided by The Linq Group are exclusively intended to be used by the Client within their own organization and may not be reproduced, made public or made known to third parties by the Client without the prior consent of The Linq Group, unless the nature of the works dictates otherwise.
3. All intellectual property rights in the Platform, the underlying software, databases, designs, trademarks and trade names (including The Linq Group, LinqMaster and Linq AI) are vested in The Linq Group or its licensors. The Client is only granted the right of use set out in Article 31.

Article 16. Confidentiality

1. Both Parties are obliged to keep confidential all confidential information that they have obtained from each other or from another source within the framework of their Agreement. Information will be deemed to be confidential if this has been communicated by one of the Parties or if this arises from the nature of the information.
2. If, based on a statutory provision or a judicial decision, The Linq Group is obliged to disclose confidential information to third parties designated by law or the competent court, and The Linq Group cannot invoke a statutory right to refuse disclosure, or a right to refuse disclosure recognized or permitted by the competent court, The Linq Group is not obliged to pay damages or compensation and the other party is not entitled to dissolve the Agreement on the grounds of any damage caused by this.

3. The Linq Group reserves the right to use any knowledge gained through the execution of the Work for other purposes, as long as no confidential information is brought to the attention of third parties.

Article 17. Force majeure

1. The Parties will not be obliged to fulfill any obligation if they are prevented from doing so as a result of a circumstance for which they are not to blame, and which is not for their account by virtue of the law, a legal act or generally accepted views.
2. In these General Terms and Conditions, force majeure is understood to mean, in addition to what is understood in this respect in law and jurisprudence, all external causes, foreseen or unforeseen, over which The Linq Group has no influence, but which prevent The Linq Group from fulfilling its obligations. This includes strikes in the company of The Linq Group, failures of internet, network or hosting infrastructure and non-attributable failures of suppliers.
3. The Linq Group also has the right to invoke force majeure if the circumstance that prevents (further) compliance occurs after The Linq Group should have complied with its obligation.
4. The Parties may suspend the obligations arising from the Agreement during the period that the force majeure continues. If this period lasts longer than 2 months, each of the Parties is entitled to dissolve the Agreement, without any obligation to pay damages to the other Party.
5. For as much as The Linq Group has already partially fulfilled its obligations under the Agreement or will be able to fulfill them at the time of the force majeure, and the part already fulfilled or still to be fulfilled is of independent value, The Linq Group is entitled to invoice the part already fulfilled or still to be fulfilled separately. The Client is obliged to pay this invoice as if it were a separate Agreement.

Article 18. Applicable law, interpretation of the General Terms and Conditions and Choice of Forum

1. All Agreements entered into and to be entered into by The Linq Group are governed by Dutch law.
2. In the event of an interpretation of the contents and purport of these General Terms and Conditions, as well as in the event of a conflict between the contents or interpretation of any translations of these General Terms and Conditions and the Dutch version, the Dutch text will always prevail.
3. All disputes, including those that are only considered as such by one of the Parties, that arise as a result of an Agreement to which the present General Terms and Conditions apply in whole or in part, or as a result of other Agreements that are a result of such an Agreement, will be settled by the competent Court in the district where The Linq Group has its registered office, unless a mandatory provision of the law opposes this. This does not affect the fact that The Linq Group may agree with the Client to have the dispute settled by means of independent arbitration.

Chapter 2. TLG Managed (Lead Generation)

The provisions set out in this chapter apply, in addition to the general provisions (Chapter 1) and the provisions on the Platform (Chapters 3 and 4), to all Agreements concluded by The Linq Group in so far as they include TLG Managed services (Lead Generation).

Article 19. Onboarding

1. Before The Linq Group carries out the Work, the Linker (the employee who will use the services of The Linq Group) must complete the onboarding steps via the Platform. After signing the Agreement, the Linkers receive an email with a link to their account. The onboarding steps consist of creating their account, building their first ‘Target Group’, consisting of the companies we will approach, and the ‘Buyer Personas’, the Connections we will approach. Linking their calendar and completing our proprietary ‘How Would You Respond’ module is also mandatory. After these steps have been completed, The Linq Group will schedule an onboarding session with the Linkers. During this onboarding session, The Linq Group will explain its Work and explain to the Linkers how Connections will be approached by The Linq Group. If several Linkers

are part of the contract, the onboarding session will take place in group form. All Linkers must be present.

2. After the onboarding has taken place, The Linq Group will carry out a check. The Linq Group will check whether:
   a) a Sales Navigator license is available per Linker;
   b) all onboarding steps have been completed;
   c) the payment profile has been created on Stripe;
   d) the Linker has approved the list of Connections to be approached proposed by The Linq Group; and whether
   e) the Linker and the Client have agreed to the communication strategy as proposed by The Linq Group.

Article 20. Licenses and Seats

1. The Client will have access to their own Workspace with at least one Admin within the Platform. Via the Platform, the Client can independently assign (link) Licenses and Seats to certain Linkers or new Linkers.
2. In the Agreement, the Parties agree on the number of Linkers for which the Agreement is entered into. The Client must conclude a License (Seat) for each Linker. These Licenses are transferable under certain conditions. This means that the Client may use a License for another person within the Client's organization, for example if an employee leaves the organization.
3. Whenever the Client assigns a License to another person within the organization during the term of the Agreement, a new onboarding session must be conducted for this person. The costs for this can be found on the following page: https://linq.group/s-p-li/
4. If a License is transferred to another employee, the Guarantee Standard will be reduced in accordance with Article 22 paragraph 12. This is because starting a campaign for a new Linker requires time. Additional costs also apply to transferring a Linker license.
5. The number of Licenses cannot be reduced during the term of the Agreement. However, it is possible to purchase additional Licenses. If the Client wishes to purchase additional Licenses, this can be done via the Platform or via a new Agreement in this respect.

Article 21. Cooperation by the Client

1. **Active Participation and Timely Approvals.**
   - The Client shall ensure that all cooperation, information, and data that The Linq Group reasonably requires to execute the Agreement are provided in a timely, complete, and accurate manner.
   - The Client is required to approve account lists, Target Groups, lead lists, communication strategies, and other key deliverables within seven (7) calendar days of their delivery. If the Client does not provide timely approvals, The Linq Group cannot be held responsible for any resulting delays or performance setbacks.
2. **Meeting Attendance and Scheduling.**
   - The Client agrees to attend scheduled meetings relevant to their campaign(s) and strategy.
   - If a meeting is missed or rescheduled twice in a row, The Linq Group cannot be held accountable for performance setbacks resulting from missed opportunities, lack of strategic alignment, or delays in execution.
3. **Provision of Necessary Licenses and Access.**
   - The Client must ensure that the necessary LinkedIn Sales Navigator licenses and any required login details are provided before the start of the engagement.
   - If The Linq Group does not receive access to the necessary tools, accounts, or platforms in a timely manner, The Linq Group retains the right to suspend its obligations until such access is granted, without the Client being entitled to any refund, postponement of the contract term, or suspension of payment obligations.
4. **Non-Collaboration and Payment Obligation.**

- If the Client does not actively participate, attend meetings, or provide timely approvals, this does not release them from their financial obligations.
- The Client remains fully responsible for paying the full agreed-upon fees, even if delays or inefficiencies arise due to their lack of collaboration.

5. All communication related to the services will primarily take place via the Platform. The Client may use the built-in chat function for this purpose. If communication takes place via other channels, The Linq Group cannot be held responsible for missed or delayed information transfer.

Article 22. Performance Guarantee and Objective

1. **Applicability and nature.** Whether a Performance Guarantee and/or an Objective applies to an Agreement, as well as the associated Guarantee Standard (the Unit and the quantities) and the period over which it is measured, is determined exclusively in the Commercial Contract. If the Commercial Contract does not specify a Performance Guarantee and/or Objective, none applies. Both the Performance Guarantee and the Objective constitute an obligation of best efforts and expressly do not qualify as an obligation of result, a result guarantee or a revenue guarantee. The Linq Group solely undertakes to use its best efforts to realize the Guarantee Standard, subject to the conditions of this Article.
2. **Unit and measurement.** The Guarantee Standard is expressed in the Unit chosen in the Commercial Contract. Only the Unit and quantities designated as “Guaranteed” in the Commercial Contract constitute the Performance Guarantee; the Unit and quantities designated as “Target” constitute an Objective. Any other figures mentioned in the proposal or the Commercial Contract, including expected conversions, revenue or returns, are indicative, based on averages, and not binding on The Linq Group.
3. **Guarantee conditions.** The Performance Guarantee and the Objective apply exclusively if the Client, throughout the entire term, fully and timely complies with all obligations under the Agreement and these General Terms and Conditions, including but not limited to:
    a) the timely creation and sharing of a Target Group, if requested by an employee of The Linq Group, no later than seven (7) calendar days after the request has been shared via email, via Platform notification and as a chat message on the Platform;
    b) timely approval of account lists, lead lists, Connection lists and communication strategies, no later than seven (7) calendar days after the request has been shared; the date and time on which the request is sent by The Linq Group are logged and stored within the Platform;
    c) providing full and timely access to the required LinkedIn accounts, Sales Navigator licenses and tools;
    d) active participation in alignment meetings and scheduled meetings;
    e) refraining from making unilateral changes to the outreach and scheduling process;
    f) timely and full payment of all amounts due.

Failure to comply with these conditions shall cause the Performance Guarantee and the Objective to lapse automatically, as well as the related consequences such as the free continuation of services referred to in paragraphs 8 and 9.

4. **No fatal deadlines.** The Guarantee Standard and any related timelines expressly do not qualify as fatal deadlines within the meaning of Section 6:83 of the Dutch Civil Code. Exceeding any timeline shall never constitute a breach.
5. **Registration and review of delivered Units.** The Linq Group registers the delivered Units in the Platform. Insofar as the Unit requires review by the Client, including a Scheduled Meeting, the Client and/or Linker must review each delivered Unit via the Platform no later than seven (7) calendar days after the date on which it is indicated in the Platform as delivered, and must indicate whether it actually occurred correctly.
6. **Irrevocability after the period.** If no review or notification is submitted within the period referred to in paragraph 5, the relevant Unit shall be irrevocably deemed to have been delivered correctly and shall count in full towards the Guarantee Standard and any applicable meeting credits. After expiry of this period, delivered Units can no longer be disputed, corrected or deducted.

7. **Process control.** The Linq Group shall retain full control over the outreach and scheduling process throughout the term of the Agreement, including the scheduling of meetings in the calendar of the Client or the assigned Linker. If the Client or Linker independently interferes with or modifies this process, including by approaching or scheduling meetings themselves with prospects forming part of the campaign, the Performance Guarantee and the Objective shall lapse automatically.
8. **Consequence if not achieved during the term.** If the Guarantee Standard has not been fully realized at the end of a contract term and the conditions of this Article have been met, the Client shall solely be entitled to the continuation of services by The Linq Group until the remaining part of the Guarantee Standard has been delivered. In that case the Client shall not be entitled to dissolution of the Agreement, suspension of payment obligations, refunds or any other form of compensation. This continuation applies exclusively to a Performance Guarantee and not to an Objective.
9. **Consequence upon termination (pro rata).** Upon termination of the Agreement, The Linq Group shall calculate, on a pro rata basis under the Commercial Contract, the part of the Guarantee Standard the Client should have received up to the moment of termination. If the total number of delivered Units on the termination date is lower than this pro rata amount, The Linq Group shall, provided the guarantee conditions of this Article have been met and provided it concerns a Performance Guarantee, continue its services free of charge until the remaining part of the Guarantee Standard has been delivered. This does not apply to an Objective.
    a) Example: if 40 Units per year have been agreed and the Agreement ends after two (2) years with 70 Units delivered, The Linq Group shall continue its services until a total of 80 Units has been delivered.
10. **Consequence upon renewal.** If the Agreement is renewed automatically or otherwise, any outstanding balance of the Guarantee Standard shall be carried forward to the subsequent contract term. Units delivered during a renewal term shall first be applied to this outstanding balance before counting towards a new guarantee period.
11. **Consequence in the event of default and suspension.** If the Client is in default in the performance of its (payment) obligations, or if The Linq Group suspends its obligations on reasonable grounds, the Performance Guarantee and the Objective shall be suspended. If the default continues or the guarantee conditions are not complied with in time after all, the Performance Guarantee and the Objective shall lapse automatically, in accordance with Article 10 paragraph 9. Rights to free continuation of services that have already lapsed shall not revive.
12. **Transfer of a License (Seat).** If, during the term of the Agreement, a License (Seat) is transferred to another employee or Linker, the Guarantee Standard shall be reduced by the number of Units per reassignment stated in the Commercial Contract or on the price list (https://linq.group/s-p-li/). In the absence of such a statement, the reduction shall be five (5) Units per reassignment. This adjustment is made due to the time and effort involved in onboarding and restarting the campaign.
13. **Exclusive arrangement.** This Article constitutes an exhaustive arrangement with respect to the Performance Guarantee and the Objective. Insofar as the Agreement or these General Terms and Conditions refer elsewhere to a performance guarantee, guaranteed numbers, a balance of meetings or comparable terms, these shall be deemed to refer to the Guarantee Standard and the arrangement of this Article.

Article 23. Account details

1. In order to execute the Agreement, The Linq Group must have access to the LinkedIn accounts of the Linkers to whom the Client has assigned the Licenses. To this end, the Linker links their LinkedIn account via the secure connection flow in the Platform. Depending on the connection method, the Linker logs in directly with the channel provider or with the infrastructure partner of The Linq Group, or provides their login details via the Platform. Login details are used only to establish the connection and, where technically possible, are not stored after the connection has been established. In doing so, the Linker must agree to the Privacy Statement of The Linq Group, which describes how The Linq Group processes the personal data of the Linker.

2. The Client cannot force or oblige their employee(s) to link their LinkedIn account or email account or to provide their login data. Linking an account and providing login data by the Linker is therefore always on a voluntary basis.
3. If the cooperation and login details required for the performance of the Agreement are not provided to The Linq Group in a timely manner, The Linq Group has the right to suspend the performance of the Agreement and/or charge the Client the usual fees.
4. The Client and the Linker may link one or more email accounts of the Linker (for example Gmail, Microsoft 365/Outlook or IMAP) to the Platform, in order to send emails as part of sequences, to send individual emails and to receive and handle replies in the Inbox. This link is optional and only takes place after explicit consent and authentication by the Linker. Article 32 paragraphs 5, 7 and 8 apply. The Client remains responsible at all times for the content and lawfulness of the emails sent via this link.

Article 24. Approaching Connections

1. The Linq Group does not start conversations with Connections on behalf of the Linker unless the Linker has given The Linq Group permission to do so. Permission is deemed to have been given after a Linker has approved a lead list via the Platform.
2. Automatic initial reach out: The Linq Group uses automated processes to send connection requests, pre-approved follow-up messages and, where an email Channel has been linked, pre-approved emails to approved Connections and contacts. When a Connection or contact responds, the conversation will be continued by The Linq Group, where applicable with the support of Linq AI (Article 35).
3. Based on the objectives and specifications agreed between the Parties, The Linq Group will compile a list of Connections for each Linker that The Linq Group wishes to approach. The Linq Group will submit this list to the Linker. The Linker must then give permission for approaching the Connections in question by approving this list via the Platform. This is also recorded.
4. If the Linker does not give permission for certain Connections to be approached, The Linq Group will replace the rejected Connections with other Connections. These new Connections will also be submitted by The Linq Group to the Linker for approval before The Linq Group approaches these Connections.
5. If the Linker rejects certain Connections proposed by The Linq Group during a second proposal, the number of Connections to be approached by The Linq Group will be adjusted pro rata (downwards), without The Linq Group being in default as a result. Insofar as the Guarantee Standard is expressed wholly or partly in the Unit of Connections or a Unit derived therefrom, the Guarantee Standard shall in that case also be adjusted pro rata (downwards). In that case, the Client will continue to owe The Linq Group the fully agreed fee.

Article 25. Confidentiality of private conversations

1. The Linq Group will exercise the utmost care when using the LinkedIn account of the Linker. Nevertheless, it cannot be ruled out that The Linq Group may see (parts of) the Linker's private conversations when opening the Linker's LinkedIn account.
2. The Linq Group guarantees the confidentiality of the Linker's private conversations on LinkedIn. This means that the content of private conversations made by the Linker on LinkedIn are not processed or stored by The Linq Group in any way whatsoever, or provided or disclosed to the Client, with the exception of conversations continued by the Linker after The Linq Group has started a conversation with these Connections. To this end, The Linq Group concludes a Confidentiality Agreement with the Linker in which this confidentiality is recorded.

Article 26. Processing and analyzing conversations

1. Conversations held by The Linq Group via the LinkedIn account or email account of the Linker are stored in the Inbox of the Platform and processed for the performance of the Agreement, in accordance with the data processing agreement and the privacy statement of The Linq Group. Article 29 paragraph 6 (Inbox privacy) applies.

2. The Linq Group will indicate in the Platform what the status of the conversations is and whether a certain action must be taken by the Linker towards the Connections. In this way, both the Linker and the Client can view the progress of the conversations via the Platform.
3. When the Linker needs to take action towards a connection approached by The Linq Group, The Linq Group will indicate this in the Platform. The Linq Group cannot oblige the Linker to take the proposed action. The Linq Group is not responsible for the follow up of the proposed action by the Linker.
4. At the request of the Client, the lead data can be transferred by The Linq Group to the Client's CRM system by means of an API. The implementation of this possibility by The Linq Group may incur additional costs. These additional costs are at the expense of the Client. When The Linq Group delivers lead data to the Client using the aforementioned API, The Linq Group also transfers the responsibility for processing these data to the Client.
5. Saved conversations remain visible to the Client on the Platform throughout the entire term of the Agreement, as well as up to 14 days after the end of the Agreement, even if the Client grants a License to another person during the term of the Agreement.
6. During the term of the Agreement, The Linq Group is entitled to analyze, for statistical purposes, the conversations and actions carried out by The Linq Group with Connections, including those carried out by the Linker with those Connections, as well as the resulting results. This is done anonymously. The Linq Group does not analyze private conversations by the Linker, with the exception of conversations that were continued by the Linker after The Linq Group started a conversation with these Connections.
7. After the end date of the Agreement, the Client and the Linkers to whom the Client has granted the Licenses have access to the Platform for another 14 days. The Client is responsible for storing any conversations and conversation data. The Linq Group is not obliged to store (or have stored) the information and data relating to the conversations made longer than 14 days after the end of the Agreement.

Chapter 3. Platform, Workspaces and Subscriptions

The provisions set out in this chapter apply, in addition to the general provisions (Chapter 1), to any use of the Platform and to all Subscriptions taken out via the Platform or otherwise.

Article 27. Access, registration and account security

1. Registration takes place via the Platform (platform.linq.group). The Client guarantees the accuracy, completeness and currency of the information provided upon registration and thereafter, including company, contact and payment details.
2. Each Workspace requires an active license for the Platform (Platform or Platform Pro), in accordance with the current product descriptions and prices on the website and/or in the Platform. To this end, each Workspace is linked to its own Subscription, which is invoiced and managed via our payment provider Stripe.
3. Member login details are strictly personal and confidential. The Client is responsible for all use made of the Platform through the accounts of its Members. In the event of (suspected) loss, theft or misuse of login details, the Client will inform The Linq Group without delay.
4. The Linq Group is entitled to refuse a registration, to require additional verification or to impose additional conditions, for example in the context of fraud prevention or creditworthiness.

Article 28. Subscriptions, terms and cancellation

1. A Subscription is entered into for the term selected at the time of subscribing: monthly, six (6) months, twelve (12) months, or another term offered on the Platform or in the Commercial Contract.
2. Invoicing follows the selected term as shown at the time of subscribing: monthly Subscriptions are invoiced monthly in advance; Subscriptions with a term of six or twelve months are, unless indicated otherwise at the time of subscribing, invoiced in advance for the entire term.

3. The Client may cancel the Subscription at any time via the Platform. The cancellation takes effect at the end of the current term. Until that time, the fees for the current term remain payable in full. No refunds are given for the remaining part of a term that has already commenced, except where required by mandatory law.
4. Without timely cancellation, the Subscription is automatically renewed each time for the same term at the then-current rates. If the Client is a Consumer, the Subscription continues for an indefinite period after the initial term and the Consumer may cancel subject to a notice period of one (1) month.
5. If a trial period is offered, its duration and scope are stated upon registration. A trial period may be offered with or without entering payment details. If payment details have been entered, the selected Subscription starts automatically after the trial period ends, unless canceled before the end of the trial period. If no payment details have been entered, the trial period ends automatically and a Subscription only starts once the Client takes out a Subscription and provides payment details. A maximum of one trial period applies per organization or Workspace.
6. The number of Seats and products can be expanded during a current term; Article 10 paragraph 14 applies. A reduction of the number of Seats or a downgrade of products is possible as of the next term.
7. At the end of a Subscription, Article 34 applies with regard to data, export and deletion. Insofar as the Subscription includes TLG Managed, Chapter 2 also applies.
8. **End of term.** At the end of the last term of a canceled Subscription, the Workspace is placed in read-only mode, active campaigns and sequences are stopped and Seats are paused. The Client can still view and export its data in accordance with Article 34. If the Client does not take out a new Subscription within seven (7) days, the Seats are definitively ended and released; when the Client returns later, Seats are reactivated and Channels re-linked where possible.

Article 29. Workspace, Members and roles

1. Within the Workspace, the Client can invite, manage and remove Members. Unless stated otherwise for the product, the number of Members is not capped.
2. Each Member has a role (including Admin, Manager, User or Finance) that determines that Member’s rights within the Workspace. An Admin has full access, including the management of Members, Seats, the Subscription, the contract and billing. Each Workspace has at least one Admin at all times.
3. The Client is responsible for the acts and omissions of its Members. Acts performed within the Workspace are attributed to the Client.
4. The Client is responsible for keeping the access rights and roles within its Workspace up to date, including revoking in good time the access of Members who leave the organization.
5. A Member can be connected to multiple Workspaces. A linked Channel (such as a LinkedIn account) is connected to one Workspace at a time.
6. **Inbox privacy.** A Member with a Seat can set their own Inbox in the Platform to private at any time. Conversations in an Inbox set to private are not visible to other Members, including Admins and Managers, nor to employees of The Linq Group, except in so far as access is technically necessary for the performance of the Agreement (including TLG Managed services to which the Member has consented) or is required by law.

Article 30. Products and Seats

1. The Linq Group offers, among other things, the following products via the Platform: Platform and Platform Pro (the workspace license), LinqMaster Seats (access to an outreach Channel), TLG Managed (the services of Chapter 2), Credit subscriptions and Credit Packs (Chapter 4). The current content, functionality and prices of the products are stated on the website and/or in the Platform.
2. A LinqMaster Seat gives the Member to whom the Seat is assigned access to the outreach Channel, including setting up campaigns, building sequences, using the Inbox and the lead pipeline. One Seat unlocks one Channel (for example one LinkedIn account).

3. Seats can be assigned and transferred within the Workspace by an Admin to another Member. A transfer may require a new onboarding or linking of the Channel. Within TLG Managed, Article 20 and Article 22 paragraph 12 additionally apply to transfers.
4. The Linq Group continuously develops the Platform and may add, change or replace functionality, provided that the core functionality of the products purchased by the Client is not materially reduced during the current term.

Article 31. Platform license and use restrictions

1. The Linq Group grants the Client, for the duration of the Agreement, a limited, non-exclusive, non-transferable and revocable right to use the Platform for its own business operations, in accordance with these General Terms and Conditions and the products purchased.
2. The Client and the Members are not permitted to:
    a) use the Platform in violation of laws and regulations, including legislation on unsolicited communication (spam) and the protection of personal data;
    b) infringe the rights of third parties, including intellectual property rights and privacy rights;
    c) distribute viruses, malware or other harmful software via the Platform;
    d) reverse engineer, decompile, copy or scrape the Platform or the underlying software, or otherwise derive it, except in so far as mandatory law permits this;
    e) resell, rent out or sublicense the Platform without the prior written consent of The Linq Group;
    f) circumvent or disrupt technical restrictions, limits or security measures of the Platform;
    g) use the Platform for harassment, threats, discrimination, deception or other unlawful conduct towards third parties.
3. Fair use. To protect the quality of the services, deliverability and the linked Channels, The Linq Group applies usage limits, including sending limits per Channel. In the event of excessive or abnormal use that affects the services or other users, The Linq Group may restrict the use after notification.
4. In the event of a violation of this Article, The Linq Group is entitled to suspend access or to terminate the Agreement in accordance with Article 11, without prejudice to its other rights, including the right to damages.

Article 32. Channels, LinkedIn and email

1. For the use of outreach functionality, the Client links one or more Channels to the Workspace, such as a LinkedIn account or an email account of a Member. The Client guarantees that the Member in question consents to the link and that the link and the use are lawful.
2. The Linq Group and LinqMaster are not products of, and are not affiliated with, LinkedIn Corporation or any other provider of a Channel. LinkedIn does not endorse or support the use of the Platform.
3. The use of automation may conflict with the terms of use of LinkedIn or other channel providers and may lead to restrictions, suspension or blocking of the linked accounts. This risk rests with the Client. The Linq Group is not liable for restrictions, blocks or other measures taken by channel providers, nor for any damage resulting therefrom.
4. Any third-party licenses or subscriptions required for use (such as LinkedIn Sales Navigator) are for the account of the Client and are not part of the services of The Linq Group.
5. When using an email Channel, sending takes place via the linked email account of the Client or the Member. The Client remains responsible at all times for the content and lawfulness of the messages sent via this Channel, including compliance with the rules on unsolicited electronic communication (including Article 11.7 of the Dutch Telecommunications Act and comparable rules in other countries), the requirements of the email provider and the sending limits of the email account.
6. **Guidelines, settings and own management.** The Platform contains guidelines and default settings for, among other things, the frequency and volume of outreach activities per Channel. These guidelines are solely an aid and do not constitute a guarantee against restrictions or other

measures taken by channel providers. The Client and the Member can manage and adjust these settings themselves. The choice of settings and the resulting use of the Platform are entirely at the Client's expense and risk. By agreeing to these General Terms and Conditions and the privacy statement, the Client accepts this allocation of risk and indemnifies The Linq Group against claims arising therefrom, all within the limits of Article 12.

7. **Opt-out and suppression.** Every commercial email sent via the Platform must contain a clear and free means to unsubscribe. The Platform offers an unsubscribe option and an exclusion list (suppression list) per Workspace. Addresses that have unsubscribed, bounced or have been excluded are no longer approached via the Workspace. The Client will not circumvent these functions and will handle objections from Recipients promptly.
8. **Tracking.** The Platform can register whether an email has been opened and whether links in it have been clicked (open and click tracking), and whether, when and how a Recipient views a proposal sent via Linq Proposals. The Client decides whether to use these functions, can switch email tracking off per Channel or message, and is responsible for ensuring that their use is lawful and that Recipients are informed of it where required, including in the Client's own privacy statement.
9. **Infrastructure partners.** To link and operate Channels, The Linq Group uses specialized infrastructure partners, who act as sub-processors and are listed in the overview of sub-processors referred to in the data processing agreement. When a Channel is moved to other infrastructure, The Linq Group may temporarily pause the outreach on that Channel, move running sequences and ask the Linker to link the Channel again. The Linq Group makes every effort to keep such interruptions as short as possible.

Article 33. Availability, maintenance and support

1. The Linq Group makes every effort to keep the Platform available and functioning properly, but does not guarantee uninterrupted or error-free availability.
2. The Linq Group may (temporarily) take the Platform out of service for maintenance, updates and modifications. Scheduled maintenance takes place outside office hours where possible and is announced in advance where possible. Emergency maintenance may take place at any time.
3. The Linq Group makes every effort to resolve malfunctions as soon as possible. Support is available via the Platform (including the chat function) and by email.
4. Liability of The Linq Group in connection with unavailability, malfunctions or maintenance is limited in accordance with Article 12.
5. **As is.** The Platform is offered and used in the state it is in from time to time ("as is" and "as available"). The Linq Group makes no warranties as to the operation of the Platform, its fitness for a particular purpose or its meeting the Client's specific requirements or expectations, except as expressly agreed otherwise in writing. Use of the Platform is at the Client's own expense and risk.

Article 34. Client Data, export and deletion

1. The data processed within the Workspace, including contacts, companies, conversations, documents, notes and pipeline data, remains the property of the Client and its Members; The Linq Group does not acquire any ownership rights in it. In addition, the data that a Member with a Seat builds up via the linked Channel and the Platform belongs first and foremost to that Member.
2. By using a Seat within a Workspace, the Member makes the rights to this data available to that Workspace. The Client may use this data within the Workspace for its business operations, including after the Member has left the Workspace.
3. If a Member creates their own Workspace, the Member's own data moves with the Member to that new Workspace, without prejudice to the original Workspace's right of use under paragraph 2.
4. The Client and the Members grant The Linq Group the right to process this data in so far as necessary for the performance of the Agreement, in accordance with the data processing agreement and the privacy statement of The Linq Group.

5. The Linq Group is entitled to use aggregated and anonymized data for statistics, benchmarks and product improvement, in such a way that this data cannot be traced back to the Client, a Workspace or a natural person.
6. The Client can export its data via the Platform during the term of the Agreement and up to fourteen (14) days after its end.
7. After expiry of the period referred to in paragraph 6, The Linq Group will delete the data of the Workspace within thirty (30) days, except for data that The Linq Group is required to retain by law, data necessary to prove the performance of obligations, and back-ups that are overwritten according to a fixed schedule. All this in accordance with the data processing agreement.
8. Enrichment data that The Linq Group has added to data from its own sources or from license partners may be retained in aggregated or anonymized form. Data imported by the Client remains private to the Workspace and is not shared with other clients.

Chapter 4. Linq AI and Credits

The provisions set out in this chapter apply, in addition to the other provisions of these General Terms and Conditions, to the use of Linq AI and the consumption of Credits.

Article 35. Linq AI

1. Linq AI supports the Client with, among other things, drafting messages and communication strategies, enriching lead and company data, generating summaries, scores and recommendations, and preparing meetings.
2. Output of Linq AI is generated using AI models, including third-party models, and may contain inaccuracies or omissions. Output is a tool: the Client reviews the output before it is used and remains responsible for its use, including the sending of messages to third parties.
3. Content within the Platform may be generated in whole or in part using AI. Where laws and regulations so require, The Linq Group will make this known.
4. The Linq Group is entitled to change the AI models and suppliers used, provided that the functionality offered remains intact.
5. The processing of personal data in the context of Linq AI takes place in accordance with the data processing agreement. AI suppliers are contracted by The Linq Group as sub-processors and do not use the Client’s data to train their models.
6. **AI agents.** Within TLG Managed, The Linq Group may use AI agents that support its team, among other things in preparing replies, planning work, compiling account and lead lists and maintaining a client dossier. For this purpose, the agents may process information that the Client and the Linker share with The Linq Group or that is available in the Platform, including emails and attachments, meeting notes and transcripts. Messages to third parties prepared by an agent are only sent after approval by a person, unless agreed otherwise In Writing.

Article 36. Credits

1. Credits are usage units linked to the Workspace and shared by all Members (shared pool). User-initiated Linq AI actions and other designated functionalities consume Credits in accordance with the current usage list shown in the Platform.
2. There are three types of Credits:
    a) monthly Credits included with a product or Subscription: these are granted per month, expire at the end of the relevant month and are not carried over to a following month;
    b) bonus Credits granted for certain terms or promotions (for example a twelve-month term): these do not expire during the term of the Subscription, but lapse in the event of early termination or downgrade of the Subscription;
    c) purchased Credits (Credit Packs): these do not expire and remain available for as long as the Workspace exists, including after expiry, cancellation or downgrade of the Subscription.

3. Credits do not represent monetary value, are not redeemable for money, are not transferable outside the Workspace and are not refunded, except in so far as mandatory law provides otherwise.
4. If the credit balance of the Workspace is insufficient, actions that consume Credits cannot be performed until the balance has been replenished through the purchase of a Credit Pack, a higher product or the monthly grant. Automatic processes that do not consume Credits continue to run.
5. The Linq Group may change the usage list (the number of Credits per action), among other things if the costs of third-party suppliers, including AI model providers, change. Changes to the usage list are announced at least thirty (30) days in advance via the Platform or by email, apply exclusively to usage after the effective date of the change and have no retroactive effect: Credits already granted or purchased retain their validity. The price in euros of products and Credit Packs and the amount of monthly Credits included with products can only be changed as of the next term of the Subscription, in accordance with Article 9 paragraph 2.

Article 37. Usage, limits and abuse

1. The current credit balance and the usage per Workspace and per Member can be viewed in the Platform.
2. The Admin can manage the use of Linq AI per Member, including enabling or disabling access to Linq AI for a specific Member.
3. In the event of abuse or abnormal usage that affects the services or other users, The Linq Group is entitled to restrict the use in accordance with the fair use provision of Article 31 paragraph 3.

Chapter 5. Linq Proposals

The provisions set out in this chapter apply, in addition to the other provisions of these General Terms and Conditions, to the use of Linq Proposals.

Article 38. Linq Proposals and electronic signing

1. Via Linq Proposals, the Client can create proposals and quotations, send them to Recipients from its own linked mailbox or via a personal link, follow their status and have them signed electronically.
2. The Client is responsible for the content of its proposals, including prices, conditions and the terms that apply to the agreement between the Client and the Recipient. The Linq Group is not a party to that agreement.
3. Electronic signing in Linq Proposals takes place by means of an electronic signature within the meaning of Article 3:15a of the Dutch Civil Code and Regulation (EU) No 910/2014 (eIDAS), consisting of the consent of the signatory, their typed name, an optional confirmation via email and a recorded audit trail, including the time of signing and a digital fingerprint (hash) of the signed document. This is not a qualified electronic signature. The Client itself assesses whether this form of signing is sufficiently reliable for the agreement concerned.
4. Once all required signatories have signed, a signed copy is sent to the signatories and the creator of the proposal and is stored in the Workspace. Article 34 applies.
5. Linq Proposals registers, per Recipient, when and which pages of a proposal are viewed and whether the proposal is downloaded. Article 32 paragraph 8 applies accordingly.
6. Linq Proposals may be part of a specific product or Subscription. The use of Linq AI within Linq Proposals consumes Credits in accordance with Article 36.