

Terms and conditions

EU

Please read these terms and conditions relating to the services of Headroom Assistance B.V. ("Headroom"), located at Entrepotdok 25, 1018 AD, Amsterdam, the Netherlands, carefully.

General

1. **THIS AGREEMENT:** This Agreement is a Member Agreement between you, as the Member and us, ("Headroom", "we", "our", "us") and applies to all of Headroom's services, assignments and its proprietary software ("Workspace"). Dutch law applies to this Agreement and Member must read, agree with and accept all of the terms and conditions contained in this Agreement. This Agreement may be changed by Headroom, Headroom shall inform Member in case of any change of the Agreement. The most current version of this Agreement can be accessed by contacting Headroom or visiting its website. Once Member has been informed by Headroom of changes of the Agreement, continued use of Member's membership constitutes acceptance of the most recent version of the Agreement.

2. **OWNERSHIP:** The website and software together with the arrangement and compilation of the content, is the copyrighted property of Headroom. Nothing contained on the website should be construed as granting, by implication, or otherwise, any license or right to use any of the copyrights without the written permission of Headroom. All related logos, products and services described in Headroom's website are copyrighted materials. Member may not copy, imitate or use them without Headroom's prior written consent.

3. **ELIGIBILITY AND AUTHORIZATION:** Prior to signing up for Headroom's services, Member will authorize Headroom, directly or through third parties, to make any inquiries we consider necessary to validate Member's identity. This may include asking Member for further information, requiring Member to take steps to confirm ownership of its email address or financial instruments, and verifying Member's information against third party databases or through other sources.

Definitions

4. **AGREEMENT:** The Agreement referred to in Clause 1.

5. **ASSIGNMENT:** The specific details agreed between Member and Headroom in respect of implementing services of an administrative, and secretarial nature. The Assignment is on a month-to-month basis and will be automatically renewed, unless Member cancels or changes the Assignment before the next billing cycle, with regard to the applicable notice periods referred to in Clause 22.

6. **Member:** Every natural person or company who acquires an EA subscription plan to make use of Headroom's services.

7. **ASSISTANT:** Any natural person appointed and or employed by Headroom providing services on our behalf to a Member.

8. **WEBSITE:** The place where Member can access general information etc.

9. **WORKSPACE:** Headroom's proprietary EA software platform, which is only accessible for Headroom Employees in order to manage their work.

10. **LOCATION:** The place where work will be performed by the Assistant.

11. **BILLING CYCLE:** One full calendar month.

Pricing and Payments

12. **FEES:** Information about Fees for services can be obtained by contacting Headroom or visiting its Website. Headroom reserves the right to change Headroom's prices. If Headroom does change prices, we will provide notice of the change to the member, at least 30 days before the change is to take effect. Fees are exclusive of VAT and any other additional office expenses such as phone bills, travel costs, office supplies, postage etc.

Member will pay Headroom the fees as specified in the selected Headroom membership. Except as otherwise specified herein (a) fees are quoted and payable in euros and (b) payment obligations are non-cancelable and non-pro-ratable for partial months, and fees paid are non-refundable.

13. **PAYMENT:** Invoicing happens through Direct Debit, 14 days after invoice date. Headroom must be notified of any change to a Member's payment details. If Headroom is not notified before the fifteenth day of the month, Member shall pay the invoice to Headroom directly.

14. **INVOICING AND TASK REPORTS:** Invoicing takes place around the 1st of every billing cycle (month). Member will be provided with a weekly task report update, which mentions the tasks performed and time spent on the tasks.

15. **DEFAULT:** Any Member who misses a subscription payment in the following way will be classified as a defaulter:

I. Member who cancels his Direct Debit directly with his bank without complying with the notice requirements set out in these Terms & Conditions; Headroom may immediately cancel the subscription of a defaulting Member who cancels his Direct Debit directly with his bank without complying with the notice requirements set out in these Terms & Conditions. Upon such cancellation, Headroom will notify the defaulting Member, requesting payment by credit card. Further notification will be sent to the defaulting member if any payment remains outstanding.

II. Member who has insufficient funds; A defaulting Member who has insufficient funds will be contacted directly and requested to make payment by card over the phone. Further notification will be sent to the defaulting Member if any payment remains outstanding.

III. Member who provides the incorrect Direct Debit details; A defaulting Member who has provided incorrect Direct Debit details will be informed by Headroom that payment has not been made. The defaulting Member must pay any outstanding payments credit card at the same time as providing Headroom with the correct Direct Debit details. If such attempt is unsuccessful Headroom reserves the right to cancel the subscription of the defaulting Member.

16. CONSEQUENCES OF NON-PAYMENTS: If Member does not fulfill the entire outstanding amount by due date, Headroom reserves the right to take legal actions to claim the entire outstanding amount and halt any outstanding tasks. All additional expenses coming out of legal processes and procedures as a result of non-payments by Member will be charged to Member. Also Headroom will charge Member with the national statutory interest rates, conform the European Directive 2000/35/EG to combat late payments in commercial transactions.

Assistants

17. REPLACEMENTS: Headroom is entitled to switch any Assistant temporarily or indefinitely by another. Headroom maximizes efforts for Member to experience minimal consequences of replacement.

18. NON SOLLICITATION: Member shall not solicit any individual who is under employment with Headroom, during this Agreement and for a period of twelve (12) months after termination of Member's Agreement with Headroom.

Member further agrees that, should Member be approached by a person who is or has been an employee or a contractor of Headroom during the period described above, Member will not offer to nor employ or retain as a contractor or agent any such person for a period of twelve (12) months following the termination of his/her business relationship with us.

Remote

19. Headroom works with her own software, in addition to third party apps, to enable team collaboration via the Internet.

20. Headroom will safeguard the functionality of her Workspace software and act speedily and actively in cases of complaints.

21. Headroom cannot be held liable for any direct or consequential damage or loss to the Member or any third parties, resulting from the use of the Workspace software or apps.

Memberships

22. USAGE: Headroom can't be held responsible for usage of the membership. Hours are replenished at the start of each month. Member cannot accumulate unused support hours from previous months or share them with other Members.

23. TERMINATION: Member may cancel the membership at any time by giving written notice at support@iloveheadroom.com, as per the 1st of the next month and a cancellation period of one months will apply. Non active accounts will be automatically closed after six months. If a Company is subscribed to two subscription seats or more, a cancellation period of two months will apply for all Members, as per the 1st of each month. Headroom may terminate the Agreement and discontinue the provision of any of the services at any time. Such termination shall not affect any right to relief to which Headroom may be entitled, at law or in equity. Upon termination of this Agreement, all rights granted to Member will terminate and revert to Headroom as applicable.

24. CHANGES: The same notice terms as in Article 22 also applies if the Member wants to change plans, unless otherwise agreed upon.

25. DISPUTES: If a dispute arises between Headroom and the Member, both parties shall endeavor an equitable solution, which may include arbitration or mediation, prior to submitting the dispute to the applicable Court of Justice

Liability and Confidentiality

26. NON-DISCLOSURE: The terms of the Agreement governs the disclosure of information by and between Headroom and the Member as of the date of the Agreement. The parties are willing to disclose such information to each other on the condition that the recipient of the information does not disclose the same to any third party nor make use thereof in any manner except as set out below.

In consideration of such disclosure to each other, it is agreed by and between the parties hereto as follows:

I. Handling of Confidential Information: The receiving party undertakes to treat as strictly confidential and not to divulge to any third party any of the information disclosed by the other and not to make use of any such information without the disclosing party's prior written consent. The obligations of confidentiality and non-disclosure will be honored even after the termination of this Agreement, except as required by governmental authorities.

II. Definition of Confidential Information: As used herein, Confidential Information shall mean any and all technical and non-technical information provided by either party to the other, including but not limited to, trade secrets, information related to current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, financial information, customer lists, employees, business and contractual relationships, sales and marketing plans.

III. Exceptions to Confidential Information: The above undertaking shall not apply to:

a. Information which after disclosure by the disclosing party is published or becomes generally available to the public, otherwise than through any act or omission on the part of the receiving party.

b. Information which the receiving party can show was in its possession at the time of disclosure and which was not acquired directly from the disclosing party.

c. Information rightfully acquired from others who did not obtain it under the pledge of secrecy to the disclosing party.

d. Information which at the time of disclosure is published or otherwise generally available to the public.

IV. Residual Knowledge: The terms of this Agreement shall be deemed to apply also to the employees, contractors, agents or legally associated entities of the receiving party who shall require their said employees or agents or legally associated entities to observe the foregoing obligations.

27. EXCLUSION OF WARRANTY: Headroom and any third party providers make no warranty of any kind regarding the website and/or any materials provided on the website, all of which are provided on an 'as is' basis. Headroom will not be held liable for the accuracy, completeness, currency or reliability of the content or data provided to any individual or for any business, investment, cost or loss associated with the information provided.

28. **LIMITATION OF LIABILITY:** Headroom assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect Member's computer equipment or other property on account of access to, use of, or browsing in the website or downloading of any materials, data, text, images, video or audio from the Website. Headroom is also not responsible for any loss attributed to its failure to provide timely reminders to Members. In no event shall Headroom or any third party providers or distributors be liable for any injury, loss, claim, damage, or damages, including, but not limited to, any special, exemplary, punitive, indirect, incidental or consequential damages of any kind, whether based in contract, strict liability, or otherwise, which arises out of or is in any way connected with (i) any use of the website or content found herein, or (ii) the performance or non performance by Headroom or any third party providers, including, but not limited to, non performance resulting from bankruptcy, reorganization, insolvency, dissolution or liquidation even if such party has been advised of the possibility of damages to such parties or any other party.

Handling of EU Personal Data

29. **HANDLING OF EU PERSONAL DATA:** With respect to the processing of personal data relating to data subjects located in the European Economic Area (including the United Kingdom as of the Last Modified Date of these Terms) by Company solely on your behalf, the terms of the Data Processing Addendum shall apply.

The following terms have the meanings given in the General Data Protection Regulation (EU) 2016/679: "personal data", "data subject" and "process". To the extent you are an individual, you hereby expressly grant consent to Company to: (a) process your personal data (including sensitive personal data) in accordance with the Privacy Policy and to collect, use, and disclose such personal data in order deliver Services and otherwise in accordance with the terms herein; (b) disclose your personal data (including sensitive personal data) to the categories of recipients described in the Privacy Policy; (c) transfer your personal data (including sensitive personal data) throughout the world, including to the United States and other countries that do not ensure adequate protection for personal data (as determined by the European Commission); and (d) disclose your personal data (including sensitive personal data) to comply with lawful requests by public authorities, including to meet national security or law enforcement requirements.

Miscellaneous

30. **INDEMNIFICATION:** Member agrees to defend, indemnify and hold Headroom, its officers, managers and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of Member breach of this Agreement and/or its use of the services.

31. **ENTIRE AGREEMENT:** The Agreement, together with any Annexes and terms and conditions incorporated herein or referred to herein constitute the entire agreement between Headroom relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing.