

Gekko User Agreement

This legal agreement between you and Gekko Werkmaatschappij BV, (“Gekko BV”), governs your use of the online service Gekko (“Gekko”).

1. Requirements for use of Gekko

Gekko is available for companies:

1. registered at the Kamer van Koophandel in the Netherlands and can be used by legal representatives of those companies
2. registered at the Central Mercantil Register in Spain and can be used by legal representatives of those companies
3. registered at the Kruispuntbank van Ondernemingen in Belgium and can be used by legal representatives of those companies

Gekko is only available to these users and both the use of Gekko and this agreement is guided by Dutch law. Companies or persons outside the scope as indicated in 1, 2 and 3 of this article are not explicitly excluded from the use of Gekko but use of Gekko is at their own risk and users outside the Netherlands agree that Gekko BV cannot and will not be held liable for any damages related to the use of Gekko and cannot derive any rights from this agreement.

Use of Gekko requires compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. High-speed Internet access is strongly recommended for regular use of Gekko. The latest version of required software is recommended to access Gekko and may be required for certain transactions or features.

You agree that meeting these requirements, which may change from time to time, is your responsibility. Gekko is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to Gekko.

2. Your account

As a registered user of Gekko (“User”), you may establish an account (“Account”). Users may not reveal Account information to anyone else. Users are solely responsible for maintaining the confidentiality and security of their Account and for all activities that occur on or through your Account, and Users need to immediately notify Gekko BV of any security breach of their Account. Gekko BV shall not be responsible for any losses arising out of the unauthorized use of Accounts.

Users will provide accurate and complete information when they register their Account. Users need to update their Account information regularly to keep the information in their account accurate and complete. Gekko BV may store and use the information from your account for maintenance and billing purposes to your Account.

Ownership of an Account is non transferable between Users.

3. Privacy

Use of Gekko is subject to Gekko Privacy Statement as posted on it’s website www.getgekko.com

4. Content of Gekko and available services

A. Gekko features many functions which are best defined, but not limited to 5 categories: information about invoices, quotations and related documents.

1. Invoicing and quotations: creating, sending, storing and maintaining invoices and quotations, including the storage of digital invoices, quotations, related documents and detailed digital
2. Costs and expenses: creating, storing and maintaining cost and expense items, including the storage of digital receipts, storage of digital invoices and detailed information about costs and expenses.
3. Customers and projects: creating, storing and maintaining customer and project information
4. Hour registration: hour registration, tracking and storing time via phone or other device.
5. Kilometer registration: tracking and storing of location and distance traveled via phone or other device

B. Gekko BV continuously changes, improves and removes services and features to improve the user experience. Gekko BV therefore reserves the right to change, add or delete content options and (including eligibility for particular features) without notice. And you agree that no liability for Gekko BV can arise from changing, adding or deleting (part of) the content or features of Gekko.

5. Use of Gekko

A. Users may use Gekko only for its intended purpose in accordance with this agreement.

B. Gekko BV recognizes two different kinds of Users of Gekko: Gekko Basic users (“Basic Users”) and Gekko Premium users (“Premium Users”).

C. Basic Users are provided a free service as specified in article 4 and classified as Basic services by Gekko BV if they fully apply to all the requirements and criteria set in article 1 and article 2. Premium Users are provided a paid service as specified in article 4 and classified as either Basic or Premium services by Gekko BV if they fully apply to all the requirements and criteria set in article 1 and article 2.

D. Basic Users are allowed to upgrade their account and become Premium Users at any time. The additional services that will be provided will be specified when switching to a Premium account.

E. Any information stored on Gekko by a User, will remain the property of the User. Gekko BV however is free to use this data as long as Gekko BV does not share this data with other parties without explicit consent and in adherence with the Gekko Privacy Statement.

F. Any information or data stored in Gekko by Users, will remain available on Gekko for a minimum of ten years. After this time the data stored on Gekko may be archived or removed by Gekko BV. Archived data will no longer be available to Users and Users will no longer be able to use, manipulate, download, or otherwise view archived data.

H. Information and data stored as used under F does not include future tasks and meta information pertaining account usage including but not limited to scheduled Account tasks and user activity tracking. Such information may be removed from Gekko at any time.

G. In case Gekko BV decides to archive or remove User data as used under F after the minimal holding period of ten years has passed, Gekko is obliged to notify Users about the impending removal no less than six weeks in advance via email. During these six weeks, the user will have the opportunity to make a full download and backup of all the data stored in their Gekko Account.

H. In case a User requests access to archived data, Gekko BV will provide access to archived data if the data is still available. Gekko BV is allowed to charge a nominal fee for retrieving

archived or deleted data.

6. Premium users

Specific additional rules with regard to payments guide Premium Users when using Gekko. Premium Users have a paid subscription to Gekko. Payments are automatically executed by Gekko BV via the credentials provided by the Premium user until the cancellation of the Premium account. In case Gekko BV cannot execute the payment for whatever reason, Gekko can decide to terminate the Premium account without any prior notification.

In case of objections by the Premium users, Gekko BV may cancel or refund any of the payments made to Gekko BV. Grounds for refunds of transactions will be determined on a case to case basis by Gekko BV and no rights can be claimed from any previous instances in which Gekko BV refunded transactions. The Premium user accepts that the following grounds are specifically barred from refunding by Gekko BV:

- A. Mistaken purchase by the Premium user
- B. Incorrect setup of account
- C. Incorrect cancellation of a Premium account
- D. Not being able to use the account via no fault of Gekko
- E. Not being able to qualify as User under the terms and conditions of this agreement
- F. Any reason that is covered under article 9 of this agreement.

7. Intellectual property

Users agree that Gekko, including but not limited to Gekko's and Gekko BV's products, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement Gekko, contains proprietary information and material that is owned by Gekko BV and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. Users agree that you will not use such proprietary information or materials in any way whatsoever except for use of Gekko in compliance with this Agreement. No portion of Gekko may be reproduced in any form or by any means, except as expressly permitted in these terms. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on Gekko in any manner, and you shall not exploit Gekko in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

Notwithstanding any other provision of this agreement, Gekko BV and its licensors reserve the right to change, suspend, remove, or disable access to any part of Gekko, or other materials comprising a part of Gekko at any time without notice. In no event will Gekko BV be liable for making these changes. Gekko BV may also impose limits on the use of or access to certain features or portions of Gekko, in any case and without notice or liability.

All copyrights in and to Gekko (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) and related software are owned by Gekko BV and/or its licensors, who reserve all their rights in law and equity. The use of the software or any part of Gekko, except for use of Gekko as permitted in this agreement, is strictly prohibited and infringes on the intellectual property rights of others and may subject you to civil and criminal penalties, including possible monetary damages, for copyright infringement.

Gekko BV, the Gekko BV logo, Gekko, and other Gekko BV trademarks, service marks, graphics, and logos used in connection with Gekko are trademarks or registered trademarks of Gekko BV in

the Netherlands and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with Gekko may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

8. Termination of this agreement

If you fail, or Gekko BV suspects that you have failed, to comply with any of the provisions of this Agreement, Gekko BV, at its sole discretion, without notice to you may: (i) terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and/or (ii) terminate the license to the software; and/or (iii) preclude access to Gekko (or any part thereof).

Gekko BV reserves the right to modify, suspend, or discontinue Gekko (or any part or content thereof) at any time with or without notice to you, and Gekko BV will not be liable to you or to any third party should it exercise such rights.

9. Disclaimer of warranties

Gekko BV does not guarantee, represent, or warrant that your use of Gekko will be uninterrupted or error-free, and you agree that from time to time Gekko BV may suspend Gekko services for indefinite periods of time, or cancel Gekko services at any time, without notice to you.

You agree that your use of, or inability to use, Gekko is at your sole risk. Gekko and all products and services are without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Because some jurisdictions do not allow the exclusion of implied warranties, the above exclusion of implied warranties may not apply to you.

In no case shall Gekko BV, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of any of Gekko or for any other claim related in any way to your use of Gekko, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content (or product) posted, transmitted, or otherwise made available via Gekko, even if advised of their possibility. Because some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, Gekko BV's liability shall be limited to the extent permitted by law.

Gekko BV shall use reasonable efforts to protect information submitted by you in connection with Gekko, but you agree that your submission of such information is at your sole risk, and Gekko BV hereby disclaims any and all liability to you for any loss or liability relating to such information in any way.

Gekko BV does not represent or guarantee that Gekko will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and Gekko BV disclaims any liability relating thereto. You shall be responsible for backing up your own information that you stored on Gekko.

10. Waiver and indemnity

By using Gekko, you agree, to the extent permitted by law, to indemnify and hold Gekko BV, its directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of your breach of this agreement, your use of Gekko, or any action taken by Gekko BV as part of its investigation of a suspected violation of this agreement or as a result of its finding or decision that a violation of this agreement has occurred. This means that you cannot sue or recover any damages from Gekko BV, its directors, officers, employees, affiliates, agents, contractors, and licensors as a result of its decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to Gekko, or to take any other action during the investigation of a suspected violation or as a result of Gekko BV's conclusion that a violation of this agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this agreement.

11. Changes to this agreement

Gekko BV reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of Gekko. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of Gekko will be deemed acceptance thereof.

12. Miscellaneous

This Agreement constitutes the entire agreement between you and Gekko BV and governs your use of Gekko, superseding any prior agreements between you and Gekko BV. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Gekko BV's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. Gekko BV will not be responsible for failures to fulfill any obligations due to causes beyond its control.

Gekko is operated by Gekko BV from its offices in the Netherlands. You agree to comply with Dutch national law and regulations that apply to your use of Gekko. All transactions on Gekko are governed by Dutch law, without giving effect to its conflict of law provisions. You expressly agree that exclusive jurisdiction for any claim or dispute with Gekko BV or relating in any way to your use of Gekko resides under Dutch legislation.

Gekko BV may notify you with respect to your Account or the Gekko system by sending an email message to your Account email address or a letter via postal mail to your Account mailing address, or by a posting on Gekko. Notices shall become effective immediately.

Gekko BV reserves the right to take steps Gekko BV believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement.