Terms and Conditions of mBino Services

Version 2.0 · 8 November 2026

This is a translation. In case of differences, the Dutch text prevails.

CONTENTS

Part A. General provisions

Module B. Supply and rental of equipment

Module C. Installation, IT management and support

Module D. Hosting, email and domain names

Module E. Development of websites, software and other Materials

Module F. Cloud and software services, including KEOR

Module G. Telephony

Module H. Third-party products, services and licences

Module I. Vehicle diagnostics and retrofit

These terms and conditions apply to all offers, quotations and agreements of mBino Services, including those for the cloud platform KEOR (KEOR PMS, KEOR POS and the associated apps). They consist of a general part (A), which always applies, and modules per type of service (B to I inclusive), which apply to the extent that the Customer purchases that service:

- B. Supply and rental of equipment
- C. Installation, IT management and support
- D. Hosting, email and domain names
- E. Development of websites, software and other Materials
- F. Cloud and software services, including KEOR
- G. Telephony
- H. Third-party products, services and licences
- I. Vehicle diagnostics and retrofit

The data processing agreement in Annex 1 applies to the processing of personal data on behalf of the Customer.

This version replaces version 1.0 of 5 December 2015. It applies to new agreements from 8 November 2026, and to agreements already in progress from 8 December 2026.

Part A. General provisions

Article 1. Definitions

In these terms and conditions, the following terms, written with a capital letter, have the following meaning:

1.1. **mBino Services**: the business mBino Services, established at Economiestraat 12, 6135 KV Sittard, registered with the Kamer van Koophandel (Chamber of Commerce) under number 14131139, also trading under the name KEOR.

1.2. **Customer**: the natural person or legal entity with whom mBino Services concludes an Agreement or is negotiating one, together with their representatives and legal successors.

1.3. **Consumer**: a Customer who is a natural person and is not acting in the course of a profession or business.

1.4. **Agreement**: every agreement between mBino Services and the Customer, together with the quotation, the order confirmation or the order, these terms and conditions and the annexes.

1.5. **Services**: the products and services that mBino Services supplies under an Agreement, as described in the modules.

1.6. **Subscription**: an Agreement under which mBino Services supplies Services continuously or repeatedly over a period, such as hosting, maintenance or a subscription to KEOR.

1.7. **Platform**: the software that mBino Services makes available as an online service, including KEOR PMS, KEOR POS, KEOR PMS Staff, KEOR Guest, KEOR Display and KEOR Connector, with the associated apps, APIs, documentation and updates.

1.8. **Account**: access to a management environment or the Platform, with the users, settings and data stored in it for the Customer.

1.9. **User**: a natural person who has access to an Account on behalf of the Customer, such as an employee of the Customer.

1.10. **End User**: a natural person who is not a User and who comes into contact with the Customer through the Services, such as a guest, visitor or customer of the Customer.

1.11. **Customer Data**: all data that the Customer, Users or End Users enter, store or have processed with or in the Services, including personal data.

1.12. **Materials**: all works and results that mBino Services creates or makes available in connection with an Agreement, such as websites, (web) applications, software, designs, house styles, texts, images, documentation, advice and reports, together with the files and data carriers on which they are stored.

1.13. **Equipment**: hardware that mBino Services supplies, rents out, installs or manages, such as PCs, servers, cash registers, terminals, printers and network equipment.

1.14. **In Writing**: on paper or by email, or via another electronic channel through which the identity of the sender and the content of the message are sufficiently established.

1.15. **High-Risk Applications**: applications in which an error in the Services may lead to death or serious injury, serious environmental damage, or loss of special categories of personal data or other highly sensitive data with very serious consequences, such as control systems for transport, medical systems and systems for critical government services.

1.16. **Website**: the websites of mBino Services, including www.mbino.com, www.keor.cloud and keorpos.cloud.

Article 2. Applicability

2.1. These terms and conditions apply to every offer, quotation and Agreement of mBino Services. The Customer's terms and conditions do not apply, unless mBino Services has expressly accepted them In Writing.

2.2. The general part (A) applies to all Services. A module applies to the extent that the Customer purchases the Service described in it. In the event of conflict, a provision in a module prevails over the general part, and an arrangement made In Writing in the Agreement prevails over both.

2.3. To the extent that mBino Services processes personal data on behalf of the Customer, the data processing agreement in Annex 1 also applies, unless the parties have concluded a different data processing agreement.

2.4. If a provision is null and void or is annulled, the other provisions remain in force. The parties will then replace the provision with a valid provision that comes as close as possible to the purpose of the original provision.

Article 3. Offer and formation

3.1. Offers and quotations are without obligation and valid for the period stated in them, or otherwise for thirty days.

3.2. The Agreement is formed when the Customer accepts a quotation In Writing or online, when mBino Services confirms an order or request In Writing, or when mBino Services starts performance, whichever occurs first.

3.3. mBino Services may refuse a request, for example if the Customer has not met its payment obligations under previous Agreements or if the request conflicts with these terms and conditions.

Article 4. Performance

4.1. mBino Services performs the Agreement to the best of its ability, with the care and skill that may be expected of a good ICT service provider. Unless a result has been expressly promised In Writing, this is an obligation to use best efforts (inspanningsverplichting).

4.2. Stated time limits are target dates and not strict deadlines (fatale termijnen). If a time limit is exceeded, the Customer must first give mBino Services notice of default In Writing and allow it a reasonable period in which to still perform.

4.3. mBino Services may engage third parties for performance, such as suppliers of hosting, payment services and telecommunications. Any additional costs of doing so are only payable by the Customer if this has been agreed In Writing in advance.

4.4. mBino Services provides reasonable support remotely, by email and by telephone, during office hours on working days, unless a different service level has been agreed in the Agreement.

4.5. Changes or additions that the Customer requests after the Agreement has been concluded, and extra work due to circumstances attributable to the Customer, count as additional work. mBino Services charges for additional work at the agreed or the usual rates, after having informed the Customer of this in advance.

Article 5. Obligations of the Customer

5.1. The Customer provides mBino Services in good time with all information, cooperation and access needed to perform the Agreement. Time limits only start once mBino Services has received these.

5.2. The Customer notifies mBino Services in advance if it expects that the Services will be subject to particularly heavy load or if special measures are needed.

5.3. The Customer does not use the Services for High-Risk Applications, unless agreed otherwise In Writing.

5.4. The Customer itself arranges the permits, consents and registrations needed for its use of the Services, and ensures compliance with the laws and regulations that apply to its own business operations, such as tax, accounting and registration obligations.

5.5. The Customer is responsible for its own equipment, internet connection and network, and for their security, unless mBino Services manages them under the Agreement.

Article 6. Accounts and security

6.1. The Customer ensures that login details remain secret and are used only by the Users for whom they are intended. Actions carried out via an Account of the Customer count as actions under the Customer's responsibility.

6.2. The Customer itself decides which Users have access and with which rights, and revokes access as soon as a User no longer needs it.

6.3. If the Customer suspects misuse of an Account or a security incident, it reports this to mBino Services immediately.

6.4. mBino Services takes appropriate technical and organisational measures to secure the Services and the Customer Data, taking into account the state of the art, the costs and the risks. mBino Services cannot guarantee completely invulnerable security.

Article 7. Rules of conduct and reporting of misuse

7.1. The Customer does not use the Services in breach of the law, these terms and conditions or the rights of others. In any event, it is not permitted to use the Services to offer or distribute material that:
a. is unmistakably intended to help others infringe the rights of third parties or commit computer crime;
b. is defamatory, libellous, insulting, discriminatory or incites hatred;
c. depicts child sexual abuse, or contains other criminal content;
d. violates the privacy of others, such as distributing personal data without a legal basis or repeatedly harassing others;
e. infringes copyrights, trade mark rights or other intellectual property rights;
f. contains unsolicited commercial communications (spam);
g. contains viruses, malware or other harmful code.

7.2. The Customer does not cause nuisance to other customers and internet users and does not cause damage to systems or networks of mBino Services or third parties. The Customer does not attempt to circumvent the security of the Services, to overload the Services, or to test or investigate their operation without permission, except to the extent that the law mandatorily permits this.

7.3. If, in the opinion of mBino Services, nuisance, damage or another danger arises for the Services, the systems or the network of mBino Services or third parties, mBino Services may take all reasonable measures to prevent or limit this, such as temporarily blocking an Account or material. mBino Services informs the Customer of this as soon as possible. If the cause is attributable to the Customer, mBino Services may pass on the reasonable costs of those measures to the Customer.

7.4. If mBino Services receives a complaint about material of the Customer, it forwards the complaint to the Customer as soon as possible, unless the complainant asks it not to do so or the infringement is unmistakable. The Customer responds as soon as possible. If mBino Services considers the complaint well-founded, it may block access to the material. It does not delete the material permanently, unless this is technically unavoidable; in that case it first makes a backup.

7.5. mBino Services may report criminal offences to the authorities and may provide the Customer's data to competent authorities if the law requires this, or to a third party who makes a plausible case that the Customer is infringing its rights and who has a clear interest in obtaining the data.

7.6. mBino Services is not liable for damage resulting from measures it takes in good faith under this article.

7.7. The Customer may not resell the Services or make them available to third parties, unless this has been agreed In Writing or follows from the nature of the Service.

Article 8. Intellectual property

8.1. All intellectual property rights in the Platform, the software, the Materials and the documentation that mBino Services develops or makes available are vested in mBino Services or its licensors.

8.2. The Customer only obtains the rights of use expressly granted in these terms and conditions or the Agreement. That right is non-exclusive and non-transferable, and applies for the term of the Agreement, unless something else follows from the nature of the Service. The Customer may not copy, modify, decompile or make available to third parties the software, except to the extent that the law mandatorily permits this.

8.3. Source code is only handed over if this has been expressly agreed In Writing.

8.4. The Customer does not remove or alter any notices of copyrights, trade marks or other rights, and does not circumvent any technical protection of the Services.

8.5. The rights in the Customer Data remain with the Customer or its licensors. The Customer grants mBino Services the right to use the Customer Data to the extent necessary to supply, secure and improve the Services, subject to the data processing agreement.

8.6. mBino Services may use anonymised and aggregated data about the use of the Services, which cannot be traced back to the Customer or to individuals, to improve the Services and for statistical purposes.

8.7. The Customer indemnifies mBino Services against claims by third parties that material or data that the Customer supplies or processes with the Services infringe their rights.

Article 9. Prices

9.1. All prices are in euros and exclusive of VAT and other government levies, unless expressly stated otherwise. Prices for Consumers include VAT.

9.2. If a price is based on information from the Customer that turns out to be incorrect, mBino Services may adjust the price accordingly.

9.3. In the case of a Subscription, mBino Services may adjust the prices once per calendar year, and additionally whenever its own purchasing costs demonstrably increase. It announces this In Writing at least thirty days in advance. If the increase exceeds the rise in the CBS (Statistics Netherlands) consumer price index (CPI) over the preceding year plus five percentage points, the Customer may terminate the Agreement with effect from the date on which the new price takes effect.

9.4. Third-party costs that are charged per transaction or per use, such as payment transactions, text messages, telephony or domain name registration, may be passed on by mBino Services in accordance with the rates it applies for them.

Article 10. Payment

10.1. mBino Services invoices electronically, including via Peppol. Periodic fees are invoiced in advance for each period, unless agreed otherwise.

10.2. The payment term is fourteen days from the invoice date, unless agreed otherwise In Writing.

10.3. If the Customer does not pay on time, it is in default without any notice of default being required. The Customer then owes the statutory commercial interest, or in the case of a Consumer the statutory interest, and the extrajudicial collection costs in accordance with the Besluit vergoeding voor buitengerechtelijke incassokosten (Dutch Decree on compensation for extrajudicial collection costs). In the case of a Consumer, collection costs are only owed after a reminder In Writing allowing a period of fourteen days.

10.4. After a reminder In Writing allowing a reasonable period, mBino Services may suspend the Services or restrict access to an Account until the Customer has paid everything. The obligation to pay the periodic fee then remains in force.

10.5. A Customer who is not a Consumer may not suspend or set off its payment obligation.

10.6. The Customer reports objections to an invoice In Writing within thirty days of the invoice date. This does not suspend the payment obligation for the undisputed part.

Article 11. Liability

11.1. The total liability of mBino Services for damage resulting from an attributable failure in the performance of the Agreement, from a tort or on any other ground whatsoever, is limited to compensation of direct damage, up to at most the amount that the Customer has paid or owes to mBino Services under the Agreement (exclusive of VAT). If the Agreement is a Subscription, this is at most the amount of the fees (exclusive of VAT) over the twelve months preceding the event causing the damage. In all cases, liability is limited to at most € 25,000 per event, with a series of related events counting as one event, and to at most € 50,000 per calendar year.

11.2. Direct damage means only:
a. reasonable costs of making the performance of mBino Services conform to the Agreement after all;
b. reasonable costs of determining the cause and extent of the damage, to the extent that these relate to direct damage;
c. reasonable costs of preventing or limiting damage, to the extent that the Customer demonstrates that these have led to the limitation of direct damage.

11.3. mBino Services is not liable for indirect damage, which in any event includes consequential damage, lost profits, missed savings, loss of goodwill, damage due to business interruption or business standstill, damage due to claims by buyers, guests or other customers of the Customer, damage due to loss, corruption or destruction of data, damage due to fines or additional tax assessments by government bodies, and damage due to the use of services or materials of third parties prescribed by the Customer.

11.4. The limitations in this article do not apply if the damage is the result of intent or deliberate recklessness on the part of the management of mBino Services, nor to the extent that mandatory law so provides, such as in the case of liability for death or bodily injury or towards a Consumer.

11.5. Liability for an attributable failure only arises if the Customer gives mBino Services notice of default In Writing immediately and as precisely as possible, allowing a reasonable period to remedy the failure, and mBino Services still fails to perform after that period.

11.6. The Customer reports damage to mBino Services In Writing as soon as possible, and no later than sixty days after it discovered or could have discovered the damage. Every claim for compensation lapses twelve months after it arose, unless the Customer has brought legal proceedings before then.

11.7. The Customer is liable for damage that it, its Users or its End Users cause to mBino Services through a failure or unlawful act, and indemnifies mBino Services against claims by third parties, including End Users and government bodies, connected with the use of the Services by or on behalf of the Customer, unless those claims are the result of an attributable failure of mBino Services.

11.8. The limitations of this article also apply to third parties engaged by mBino Services in performing the Agreement.

Article 12. Force majeure

12.1. Neither party is obliged to perform an obligation if it is prevented from doing so by force majeure: a circumstance beyond its control that could not be foreseen when the Agreement was concluded.

12.2. Force majeure on the part of mBino Services in any event includes: disruptions of the internet, telecommunications, electricity or other public infrastructure; disruptions at data centres, hosting parties, payment service providers, app stores, government services (such as Peppol or tax systems) and other suppliers over which mBino Services has no control; attacks on systems such as (D)DoS attacks, hacks and malware, despite appropriate security; government measures; fire, flood, epidemics, war, terrorism, strikes and riots; and illness of staff where replacement is not reasonably possible.

12.3. If the force majeure lasts longer than sixty days, either party may terminate (ontbinden) the Agreement In Writing. What has already been supplied is settled proportionally, without the parties owing each other anything further.

Article 13. Confidentiality

13.1. The parties keep confidential information they receive from each other secret, also after the end of the Agreement. Information is confidential if it has been designated as such or if the recipient should reasonably understand that it is confidential. The parties also impose this obligation on their employees and on third parties they engage.

13.2. mBino Services does not access Customer Data, unless this is necessary to perform the Agreement, such as for support, maintenance or resolving faults, or unless the law or a court order obliges it to do so. In that case it limits such access as far as possible.

13.3. The duty of confidentiality does not apply to information that is already public, that the recipient already lawfully had, or that it must provide under the law or a court order.

Article 14. Personal data

14.1. To the extent that mBino Services processes personal data on behalf of the Customer when supplying the Services, the Customer is the controller and mBino Services the processor within the meaning of the General Data Protection Regulation (GDPR). The data processing agreement in Annex 1 applies to this.

14.2. The Customer warrants that it processes personal data lawfully and is entitled to provide it to mBino Services for processing, that it informs End Users and Users about the processing, and that it respects the rights of data subjects.

14.3. The privacy statement of mBino Services applies to the personal data that mBino Services processes as controller, such as contact details of the Customer and of visitors to the Website.

Article 15. Term, renewal and termination

15.1. An Agreement that is not a Subscription ends when the agreed Services have been supplied.

15.2. A Subscription is entered into for the period stated in the Agreement, or otherwise for twelve months. On expiry it is tacitly renewed for the same period, up to a maximum of twelve months, unless a party terminates it In Writing no later than one month before the end of the current period.

15.3. A Consumer may terminate a tacitly renewed Subscription at any time with a notice period of no more than one month.

15.4. Either party may terminate or rescind the Agreement In Writing with immediate effect if the other party applies for or is granted a suspension of payments (surseance van betaling), is declared bankrupt, or ceases its business.

15.5. mBino Services may also suspend or rescind the Agreement if the Customer, after a notice of default In Writing allowing a reasonable period, fails to fulfil an essential obligation, such as payment, or acts in breach of Article 7. Suspension then applies to all Agreements with the Customer.

15.6. What mBino Services has already supplied and invoiced remains payable in the event of rescission and is not undone. Claims of mBino Services become immediately due and payable upon termination.

15.7. Provisions that by their nature are intended to continue to apply after the end of the Agreement, such as those on liability, confidentiality, intellectual property and disputes, remain in force.

Article 16. Data after termination

16.1. After the end of an Agreement under which mBino Services stores Customer Data, the Customer may request an export of its Customer Data up to thirty days after the end. mBino Services supplies it within a reasonable period in a common format, such as CSV, Excel or PDF. The Customer may also use the export functions of the service itself before the end. Assistance that goes beyond a standard export is charged by mBino Services at its usual rates.

16.2. No later than ninety days after the end of the Agreement, mBino Services deletes the Customer Data. Copies in backups disappear when those backups are overwritten in accordance with the normal schedule.

16.3. Data subject to a statutory retention obligation is retained by mBino Services for as long as that retention obligation lasts, if the law requires this of it, or if it has agreed this with the Customer. This may for example apply to tax data of a registered cash register system, for which the retention period may be up to ten years. mBino Services stores that data securely, uses it only for the statutory purpose and deletes it after the period has expired. mBino Services may charge a reasonable fee for retaining data for longer at the Customer's request.

16.4. The Customer remains responsible for fulfilling the retention obligations that rest on it, and ensures that it exports the data it must retain in good time, unless it has been agreed with mBino Services that mBino Services retains the data for it.

Article 17. Changes to the Services and the terms and conditions

17.1. mBino Services may change and improve the Services, for example through new versions, as long as the essential functionality does not change to the detriment of the Customer. It announces important changes in advance.

17.2. mBino Services may change these terms and conditions. It announces the changes at least thirty days before the effective date by email, in the Account or on the Website. Changes of minor importance can always be made.

17.3. If the Customer does not wish to accept a change that is to its detriment, it may terminate the Agreement with effect from the date on which the change takes effect. If it does not do so, the change is deemed to have been accepted.

Article 18. Other provisions

18.1. The Agreement and these terms and conditions are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) does not apply.

18.2. Disputes are submitted to the competent court of the District Court of Limburg (rechtbank Limburg), unless the law mandatorily designates a different court. A Consumer may, within one month after mBino Services has invoked this clause, choose the court that has jurisdiction under the law.

18.3. The records and log files of mBino Services constitute full evidence, subject to evidence to the contrary provided by the Customer.

18.4. The parties notify each other immediately In Writing of changes in name, address, email address, telephone number and, on request, bank details.

18.5. A party may only transfer its rights and obligations to a third party with the consent In Writing of the other party. mBino Services may transfer the Agreement without consent in the event of a takeover of (part of) its business.

18.6. Information and prices on the Website are subject to obvious errors, which do not bind mBino Services. In the event of conflict between the Website and the Agreement, the Agreement prevails.

18.7. If the Customer is a Consumer, these terms and conditions do not apply to the extent that they deviate from mandatory provisions of consumer law. If a Consumer concludes a distance contract or an off-premises contract, they have a cooling-off period (right of withdrawal) of fourteen days, except in the cases excluded by law. If the Consumer expressly requests that the service begins within the cooling-off period, they pay proportionally for what has already been supplied upon withdrawal, and the right of withdrawal lapses as soon as the service has been fully performed. There is no right of withdrawal for goods made to the Consumer's specifications, or that are inseparably mixed with other goods after delivery.

18.8. These terms and conditions have been drawn up in Dutch. Translations are for information only; in case of differences, the Dutch text prevails.

Module B. Supply and rental of equipment

Article B1. Delivery

B1.1. mBino Services delivers Equipment at the agreed place and in the agreed manner. The risk of loss or damage passes to the Customer at the time of delivery, even if mBino Services installs the Equipment afterwards.

B1.2. The Customer inspects the Equipment on delivery and reports visible defects or missing parts In Writing within eight days. After that, the delivery is deemed to have been accepted, except for defects that were not reasonably visible on delivery.

B1.3. Delivered Equipment remains the property of mBino Services until the Customer has paid in full everything it owes under the Agreement. Until then, the Customer may not sell, pledge or otherwise encumber the Equipment.

Article B2. Warranty

B2.1. New Equipment is covered by the warranty of the manufacturer or supplier, under its terms and for the period stated in them. mBino Services helps the Customer to claim under that warranty, such as through an RMA procedure, but does not itself give any warranty beyond what the law prescribes.

B2.2. The warranty does not apply to defects caused by incorrect or improper use, use contrary to the manual, normal wear and tear, external causes such as power surges, lightning strikes or moisture, or changes or repairs by anyone other than mBino Services or the manufacturer.

B2.3. Work for diagnosis, dismantling, shipping and (re)installation in a warranty case is charged at the usual rates, unless the defect is covered by an agreed service contract or is attributable to mBino Services.

B2.4. A Consumer retains their statutory rights if the Equipment does not conform to the contract.

Article B3. Rental

B3.1. Rented Equipment remains the property of mBino Services. The Customer uses it with care, only for the agreed purpose and at the agreed location, and does not give it to third parties without consent In Writing.

B3.2. mBino Services may ask for a deposit. It repays the deposit after complete and undamaged return, after setting off anything the Customer still owes.

B3.3. From delivery until return, the Customer is liable for loss, theft and damage to the rented Equipment, except normal wear and tear, and pays the repair or replacement value. The Customer arranges appropriate insurance itself where necessary.

B3.4. At the end of the rental period, the Customer returns the Equipment complete, clean and in the same condition, or keeps it available for collection as agreed. In the event of late return, mBino Services may charge the rental price per day. If the Equipment has not been returned within seven days after a reminder In Writing, it may charge the replacement value.

B3.5. Data that the Customer or End Users have stored on rented Equipment, such as settings and log files, is erased by mBino Services after return. The Customer itself ensures that it has secured that data beforehand.

Module C. Installation, IT management and support

Article C1. Installation and configuration

C1.1. mBino Services installs and configures Equipment, networks (such as Wi-Fi), software and systems in accordance with the quotation or further specification. A site survey, measurement or advice reflects the situation at the time of the investigation. Changes to the building, the layout or the surroundings may affect the result.

C1.2. The Customer arranges, at its own expense, the facilities needed, such as power, cabling, space, access to the location and the consent of the owner or manager of the building, unless these are expressly included in the quotation.

C1.3. The Customer gives employees of mBino Services the access to locations and systems needed for installation, configuration, management and maintenance. Physical access takes place in consultation with the Customer.

C1.4. After installation, mBino Services reports completion. The Customer tests the result within fourteen days and reports demonstrable deviations from the agreed specifications In Writing. After that, or as soon as the Customer puts the result into use, it is deemed to have been accepted. Minor deviations that do not materially hinder use do not prevent acceptance and are remedied within a reasonable period.

Article C2. Management and maintenance

C2.1. In the case of management and maintenance, mBino Services keeps the agreed systems, Equipment and software working and remedies errors, within the agreed service level. Without an agreed service level, this is a best-efforts obligation within office hours on working days.

C2.2. For updates, patches, spare parts and support, mBino Services is often dependent on manufacturers and suppliers. It may postpone or not install an update or patch if, in its opinion, it does not benefit proper operation or security.

C2.3. If the Customer wants a change that, according to mBino Services, may harm operation or security, mBino Services reports this In Writing. If it nevertheless makes the change at the express request of the Customer, this is at the Customer's risk.

C2.4. If the Customer itself makes changes, or has a third party make changes, to systems managed by mBino Services, this is at its risk, unless mBino Services has agreed to this In Writing in advance. Remedying problems that arise as a result falls outside the management and is charged as additional work.

C2.5. Work outside the agreed management is charged as additional work, such as remedying faults due to external causes, incorrect use or malware not covered by the management, and relocations and expansions.

Article C3. Backup and security

C3.1. Only if this has been agreed in the Agreement does mBino Services make backups of the Customer's data, with the agreed frequency, retention period and location. mBino Services makes efforts to ensure that backups and restores succeed, but does not guarantee that all data can always be fully restored.

C3.2. If no backup has been agreed, the Customer itself is responsible for making and testing backups.

C3.3. Advice and assistance on security and on laws and regulations, such as the Cyberbeveiligingswet (Dutch Cybersecurity Act, NIS2), are a best-efforts obligation based on the information provided by the Customer. The Customer remains responsible for complying with the obligations that rest on it.

Article C4. Remote support

C4.1. mBino Services may provide remote support using remote management software. A session only starts with the consent of the Customer or the User, or via software that the Customer has had installed for unattended access.

C4.2. In the case of unattended access, the Customer gives mBino Services permission to access the relevant devices for the agreed management and maintenance. The Customer may withdraw that permission by giving notice In Writing. mBino Services then removes the software or renders it unusable.

C4.3. mBino Services records sessions in log files: who, when and which device. It only makes video recordings of sessions if this has been agreed with the Customer. The Customer informs its Users about remote support.

C4.4. The Customer ensures that its network and security allow the software. If remote support does not lead to a solution, the parties consult on on-site support.

Module D. Hosting, email and domain names

Article D1. Hosting and email

D1.1. mBino Services makes storage space, computing power and email available in accordance with the agreed package. It may set limits on storage, data traffic and the number of messages. If the Customer exceeds a limit, mBino Services may, after a warning, charge for the excess usage in accordance with its rates or reasonably restrict the service. mBino Services is not liable for the consequences of exceeding a limit.

D1.2. If excessive data traffic arises from an external cause, such as a (D)DoS attack, mBino Services may take measures, and pass on the reasonable costs to the Customer if the cause lies within the Customer's sphere of risk, such as a poorly secured website.

D1.3. The Customer keeps software that it installs on the hosting itself, such as a CMS and plug-ins, up to date and secure, unless mBino Services has taken on that management.

D1.4. If mBino Services makes a server or other equipment available exclusively (dedicated hosting), it remains the property of mBino Services and the Customer is responsible for installing and managing the software on it, unless agreed otherwise. mBino Services remedies defects in the equipment as quickly as is reasonably possible.

Article D2. Domain names

D2.1. The application for, allocation and use of a domain name are subject to the rules of the registering body, such as SIDN for .nl domain names. mBino Services acts only as an intermediary and does not guarantee that an application will be granted. Only a confirmation of the registration by mBino Services counts as proof; an invoice does not.

D2.2. The Customer complies with the rules of the registering body and indemnifies mBino Services against claims relating to (the use of) a domain name of the Customer. mBino Services is not liable for the loss of a domain name or for its acquisition by a third party, unless due to intent or deliberate recklessness on the part of mBino Services.

D2.3. The domain name is registered in the name of the Customer, unless agreed otherwise. If the Customer remains in default after a notice of default In Writing, mBino Services may render the domain name unusable for as long as the default continues. In the event of rescission due to default by the Customer, it may cancel the domain name with a notice period of two months.

D2.4. Upon termination, mBino Services cooperates in transferring the domain name to another provider, after the Customer has paid everything.

Module E. Development of websites, software and other Materials

Article E1. Development

E1.1. mBino Services develops, configures or adapts Materials, such as websites, web shops, custom software, integrations, designs, logos and house styles, in accordance with the quotation or the specifications recorded In Writing.

E1.2. The Customer supplies in good time the content, texts, images, access details and feedback needed, and warrants that it is entitled to use them and that they do not infringe the rights of third parties.

E1.3. mBino Services may use third-party components and open-source software. If their licence entails restrictions for the Customer, mBino Services informs the Customer of this. After delivery, the Customer is responsible for complying with those licences in its own use.

E1.4. Advice on findability (SEO), conversion or marketing is a best-efforts obligation. mBino Services does not guarantee search engine rankings, visitor numbers or turnover.

Article E2. Delivery and acceptance

E2.1. After delivery, the Customer has fourteen days to test the result and to report demonstrable deviations from the specifications In Writing. mBino Services remedies these within a reasonable period. After that, or as soon as the Customer puts the result into use, it is deemed to have been accepted.

E2.2. After acceptance, mBino Services remedies errors attributable to it free of charge for thirty days. After that, remedying errors falls under a maintenance agreement or is charged as additional work.

Article E3. Rights

E3.1. The intellectual property rights in Materials remain with mBino Services, unless agreed otherwise In Writing. After payment in full, the Customer obtains a non-exclusive, perpetual right to use the delivered Materials for the purpose for which they were made.

E3.2. Logos and house styles designed specifically for the Customer are transferred by mBino Services to the Customer on request after payment in full, except for the third-party components used.

E3.3. mBino Services may mention and show delivered Materials in its portfolio, unless the Customer objects to this.

Module F. Cloud and software services, including KEOR

Article F1. Applicability and right of use

F1.1. This module applies to software and systems that mBino Services makes available as an online service or manages in the cloud, such as the Platform (KEOR), cloud management of networks, guest portals and cloud telephone systems.

F1.2. For the term of the Subscription, mBino Services grants the Customer a non-exclusive and non-transferable right to use the service for its own business operations, for the agreed number of locations, Users, devices or other units. mBino Services may charge for use beyond that in accordance with its rates.

F1.3. Apps belonging to a service are distributed via the app stores of Apple and Google, where they are published by mBino Services under the developer name Keor Hospitality Ltd. The terms and conditions of those app stores also apply to downloading and installing them.

Article F2. Availability and maintenance

F2.1. mBino Services makes efforts to ensure high availability of the service. A guaranteed availability percentage or a guaranteed response time only applies if agreed in a service level agreement (SLA) In Writing.

F2.2. mBino Services may temporarily take the service out of operation for maintenance, updates and security. It does so as far as possible outside the Customer's busy hours and announces planned maintenance in advance where possible. Urgent maintenance may take place without announcement.

F2.3. mBino Services continues to develop the service and may add, change or replace functions. If a function that the Customer materially uses is discontinued, it announces this at least thirty days in advance, and the Customer may terminate the Subscription with effect from the date on which the function is discontinued.

F2.4. Components that the Customer itself purchases and manages, such as PCs, tablets, phones, printers, payment terminals, passport readers, the network and the internet connection, must meet the system requirements specified by mBino Services. Faults in these fall outside the service, unless mBino Services manages those components under the Agreement.

Article F3. Customer Data and backups

F3.1. The Customer is responsible for the accuracy of the Customer Data and for the settings it chooses in the service, such as rates, VAT percentages, rights of Users and retention periods.

F3.2. mBino Services regularly makes backups of the service to safeguard availability. Those backups are intended to restore the system and not as an archive for the Customer. Restoring data that the Customer or a User has changed or deleted itself is only possible to the extent that the backups allow, and is charged as additional work.

F3.3. After the end of the Subscription, Article 16 of the general part applies, including with regard to the statutory retention periods for tax and accounting data.

Article F4. Statutory obligations of the Customer

F4.1. The service assists the Customer with its administration and its statutory obligations, such as invoicing (including via Peppol), VAT, tourist tax, the guest register (nachtregister), the registration of identity documents and the retention obligation. The Customer remains responsible for complying with these, for the accuracy of its tax returns, and for exporting and retaining in good time the data it must retain.

F4.2. If the Customer uses the service as a registered cash register system, such as the Belgian GKS (geregistreerd kassasysteem) with a fiscal data module (FDM), the Customer is responsible for registering with the competent authority, for using an approved fiscal data module and for complying with the rules for the use of the cash register. mBino Services ensures that the software is suitable for this, as agreed in the Agreement.

F4.3. If the Customer uses the service to scan identity documents, display photos of guests or process other data of End Users, it ensures that there is a legal basis for this, that the data subjects are informed and that appropriate retention periods apply. The service offers settings for this.

Article F5. Integrations and third-party services

F5.1. The service can integrate with third-party services, such as payment service providers (for example Viva), booking sites and channel managers, Peppol access points, accounting packages, cash register systems, telephone systems, door locks and app stores. For those services, the Customer itself concludes an agreement with the third party where necessary, and the terms and conditions of that third party apply.

F5.2. mBino Services is not a payment service provider. Payments are processed via the payment service provider with which the Customer has an agreement. mBino Services is not liable for the execution of payments, chargebacks or the payout to the Customer by that third party. Any fee that mBino Services charges per payment is stated in the Agreement or the price list.

F5.3. mBino Services makes efforts to keep integrations working, but is not responsible for disruptions, changes or the discontinuation of services by third parties. If a third party changes its service in such a way that an integration is reasonably no longer possible, mBino Services may discontinue that integration.

F5.4. Synchronisation of availability, prices and bookings with booking sites may be delayed or fail due to causes outside mBino Services. The Customer checks the data in the service and itself resolves double bookings (overbookings) with the guests concerned.

Article F6. Fair use and API

F6.1. The Customer uses the service, the API and the integrations in a reasonable manner, within the limits specified by mBino Services. mBino Services may restrict use if it disrupts the service for other customers.

F6.2. The Customer does not use the service to develop a competing product, and does not extract data from the service by automated means other than via the API and export functions intended for that purpose.

Article F7. Demo, trial and test versions

F7.1. A demo or trial account and functions designated as test or beta are supplied as is, without warranty or service level. mBino Services may change or discontinue them at any time. The Customer does not enter real personal data in them, unless agreed otherwise.

Module G. Telephony

G1.1. mBino Services supplies telephony, such as telephone systems in the cloud or on site, licences, apps, SIP trunks, telephone numbers and integrations, in accordance with the Agreement.

G1.2. Call charges, number charges and other usage charges are charged in accordance with the rates in the Agreement or the price list. The Customer is responsible for all usage via its connections and Accounts, including in the event of misuse by third parties (such as telephone fraud) via its equipment or login details, unless the misuse is due to a failure of mBino Services.

G1.3. When porting numbers, the rules of the providers concerned apply. mBino Services is not liable for delays caused by those providers.

G1.4. Whether emergency numbers (such as 112) can be reached via internet telephony depends on the internet connection and the power supply. The Customer arranges an alternative where necessary, for example a mobile phone.

G1.5. If the Customer records calls, stores call data or integrates the telephony with other systems, it ensures that there is a legal basis for this and informs the persons concerned, such as callers and employees. The data processing agreement applies to the processing by mBino Services.

G1.6. The Customer does not use the telephony for unsolicited telephone sales in breach of the law, for fraud, or in a manner that disrupts the network.

Module H. Third-party products, services and licences

H1.1. If mBino Services supplies or acts as an intermediary for third-party products, software, licences or cloud services, such as network equipment and software, telephony systems, Microsoft 365, IPTV systems and cashless systems, the (licence) terms of that third party also apply. mBino Services makes these available on request. The Customer accepts those terms by using them.

H1.2. In the event of conflict between the third party's terms and these terms and conditions, these terms and conditions prevail in the relationship between the Customer and mBino Services, except where the third party mandatorily prescribes something for the use of its product.

H1.3. mBino Services does not warrant the availability, operation, price changes or discontinuation of third-party products and services. If a third party increases its prices, mBino Services may pass on that increase. If a third party discontinues its service, mBino Services looks for an alternative in consultation with the Customer.

H1.4. Third-party licences are purchased for the term and under the terms of that third party. A licence that mBino Services has purchased for a year remains payable for that period, even if the Customer terminates the Agreement earlier.

H1.5. Apps, portals and accounts of a third party, such as a payment or customer app of a supplier, are offered by that third party. That third party or the Customer is responsible for the processing of personal data in them, not mBino Services.

Module I. Vehicle diagnostics and retrofit

I1.1. mBino Services carries out diagnostics, repair, coding and retrofit (installing or activating functions after the fact) on vehicles in accordance with the arrangement made with the Customer. A diagnosis is a best-efforts obligation based on the available data and equipment.

I1.2. mBino Services only carries out a repair or retrofit after the Customer has approved the approach and the costs. If it becomes apparent during the work that more work is needed, it first consults the Customer.

I1.3. The Customer warrants that it is authorised to commission work on the vehicle, and that the leasing or finance company permits the work, to the extent that this is required. Consequences for the factory warranty, the insurance, the type approval or the manufacturer's software updates are for the Customer's account. mBino Services points these out to the Customer in advance if it can reasonably foresee them.

I1.4. The Customer itself makes a copy in advance of data in the vehicle that it wishes to keep. The risk of loss of data or settings in the vehicle lies with the Customer, except in the case of intent or deliberate recklessness on the part of mBino Services.

I1.5. Article 11 of the general part applies to damage to the vehicle caused by the work of mBino Services. mBino Services is not liable for defects that were already present, or that are the result of third-party parts or software.

I1.6. If the Customer does not collect the vehicle within seven days of being notified that it is ready, mBino Services may charge reasonable storage costs. mBino Services may retain the vehicle until the bill has been paid.