

# Terms and conditions UNLESS

A. DEFINITIONS	2
B. UNLESS RESPONSIBILITIES	3
C. USE OF SERVICES	3
D. FEES AND PAYMENT	5
E. PROPRIETARY RIGHTS AND LICENSES	6
F. CONFIDENTIALITY	9
G. SECURITY	10
H. PRIVACY	10
I. PUBLICITY	10
J. DISCLAIMER	10
K. INDEMNIFICATION	11
L. LIMITATION OF LIABILITY	11
M. TERM AND TERMINATION	12
N. MODIFICATIONS	13
O. GENERAL PROVISIONS	13
<b>Data Processing Addendum</b>	<b>14</b>
Definitions	15
Liability	16
Privacy by design	17
Relationship	17
Data processing	18
Data safety, privacy & security	18
Security breaches	19
Audit rights	19
Sub-Processing	19
Third-party applications	20
Miscellaneous	21
Exhibit A	21

THE FOLLOWING TERMS ARE AN AGREEMENT BETWEEN UNLESS (“UNLESS,” “WE,” “US,” “OUR”) AND YOU (“CUSTOMER,” “YOU,” “YOUR”) THAT GOVERNS YOUR USE OF OUR APPLICATION SERVICES. YOU GUARANTEE TO US THAT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS AND, IF YOU ARE ENTERING INTO THESE BUSINESS TERMS FOR AN ENTITY, THAT YOU HAVE LEGAL AUTHORITY TO BIND THAT ENTITY. BY ACCEPTING THESE TERMS BELOW, OR BY USING UNLESS’S APPLICATION SERVICES IN ANY MANNER, YOU AND THE ENTITY YOU REPRESENT (“CUSTOMER,” “YOU”) AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

The terms also refer to and incorporate the privacy policy and Data Processing Addendum (DPA), and any other guidelines or policies we may provide in writing (the “Documents”), including (but not limited to) any ordering document signed by you and UNLESS that you use to purchase the services (an “Order Form”) (collectively, the “Agreement”).

This Agreement is entered into as of the date you accept these terms or use the UNLESS Application Services (“Effective Date”).

*Last revision: January 22nd, 2024.*

## A. DEFINITIONS

1. “Application Services” shall mean all software applications (including, but not limited to, scripts, web pages, native applications, browser plugins, web components, data and APIs) used by CUSTOMER and provided by UNLESS in any way.
2. “CUSTOMER” (“you”, “your”) means an individual accepting this Agreement.
3. “Customer Application” is an application, product, or service that is owned, published, created, or managed by CUSTOMER, in which the Application Services are integrated or made accessible to Users or End Users.
4. “Customer Content” (“Your Content”) means Input and Output combined.
5. “Customer Data” means electronic data and information submitted by or for CUSTOMER to the Services.
6. “Documentation” means the applicable Service’s documentation, and its usage guides and policies.
7. “End User” means an individual who uses a Customer Application.
8. “Input” means content, materials or information (including - but not limited to - texts, images, videos, code, and data) submitted to the Services by or for CUSTOMER, their Users, or End Users..
9. “Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

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10. "Order Form" means an ordering document or online order specifying the Services to be provided for a single CUSTOMER website. In this Order Form it will be stated that this Agreement will be applicable.
11. "Output" means any data or content that the Application Services returns.
12. "Pricing" means the pricing model that will be applied to the Services, described in the associated Order Forms.
13. "Purchased Services" means Services that CUSTOMER purchases under an Order Form.
14. "Services" means the products and services that are ordered by CUSTOMER under an Order Form and provided by UNLESS, including (but not limited to) support, consultancy, and custom development.
15. "UNLESS" ("we", "us", "our") is the brand name used by the company Rocket Launcher BV to promote its services and in the scope of this Agreement used as an alias for party Rocket Launcher B.V.
16. "User" means an individual who is authorized by CUSTOMER to manage a Service.

## B. UNLESS RESPONSIBILITIES

UNLESS will

1. make the Services available to CUSTOMER according to this Agreement, and the applicable Order Forms and Documentation,
2. provide applicable UNLESS support levels for the Purchased Services to CUSTOMER,
3. use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for:
  1. planned downtime (of which UNLESS shall give advance electronic notice), and
  2. any unavailability caused by circumstances beyond UNLESS' reasonable control, and
4. provide the Services in accordance with laws and government regulations applicable to UNLESS' provision of its Services to its customers generally (i.e. without regard for CUSTOMER's particular use of the Services), and subject to CUSTOMER's use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

## C. USE OF SERVICES

Subscriptions

Unless otherwise provided in the applicable Order Form or Documentation,

1. Purchased Services are purchased as subscriptions for the term stated in the applicable Order Form,

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2. subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and
3. any added subscriptions will terminate on the same date as the underlying subscriptions. CUSTOMER agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by UNLESS regarding future functionality or features.

### Usage Limits

Services are subject to usage limits specified in Order Forms and its associated Pricing. If CUSTOMER exceeds a contractual usage limit, CUSTOMER will pay any invoice for excess usage in accordance with the associated Order Form. Additionally, CUSTOMER may execute an Order Form for additional quantities of the applicable Services at any time, or reconsider the amount of additional quantities of the applicable Services before every contract renewal term. This includes choosing smaller amounts of such additional quantities.

### Your account

You are responsible for all activities taking place under your account within your reasonable control, including those by any End User who uses the Services via your Customer Application. Account access details must not be disclosed to third parties. Likewise, login credentials should not be shared among multiple users on an account. Reselling or leasing access to your account or any User account is strictly prohibited. Please inform us immediately if you suspect any unauthorized access to or use of your account or our services.

### Acceptable use policy

CUSTOMER, their Users, and their End Users shall use their best efforts to comply with all applicable laws when using the Application Services.

You are prohibited from, and shall use your best efforts to prevent End Users from:

- Engage in fraud, misrepresent your affiliation with another person, company or other entity, impersonate another person, or hide or attempt to hide your own identity;
- Post or transmit hateful, false or misleading statements, or messages that incite or threaten violence;
- Transmit chain letters, spam, or other unsolicited email;
- Interfere with the normal functioning, integrity or operation of the Application Services;
- Access any part of the Application Services, or any content or data therein, through any technology or means other than those provided or authorized by UNLESS;
- Use the Application Services or other parts of the UNLESS system in violation of any applicable law or regulation, including privacy laws in applicable jurisdictions; or

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- Upload, use or transmit any content, data or materials that violate applicable laws or regulations.

The final choice of whether an account is in violation of any of these policies is at the sole discretion of UNLESS. Violation of any of these policies may result in tracking information being stored to identify the offending user, and permanent restriction from holding an account on the service.

## D. FEES AND PAYMENT

### Fees

CUSTOMER will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form,

1. fees are based on Services subscriptions purchased, plus optional additional usage of the service outside the subscription limitations,
2. payment obligations are non- cancelable and fees paid are non-refundable,
3. quantities purchased cannot be decreased during the relevant fixation term, and
4. per the renewal of a fixation period (or “Contract Term”), UNLESS will increase its applicable fees to reflect the changes in the salaries paid to its employees and other cost increases. The maximum uptake percentage is explicitly defined in the Pricing. This potential increase (subject to the agreed maximum uptake) shall be applied to all invoices and subsequent payments occurring after the notice of the increase.

### Invoicing and Payment

CUSTOMER will provide UNLESS with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to UNLESS.

If the Order Form specifies that payment will be by a method other than a credit card, UNLESS will invoice CUSTOMER in advance and otherwise in accordance with the relevant Order Form. CUSTOMER is responsible for providing complete and accurate billing and contact information to UNLESS and notifying UNLESS of any changes to such information.

If any invoiced amount is not received by UNLESS by the due date, then without limiting UNLESS' rights or remedies,

1. those charges may accrue late interest at the rate of 2% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or
2. UNLESS may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the “Invoicing and Payment” section.

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### Suspension of Service and Acceleration

If any charge owing by CUSTOMER under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts CUSTOMER has authorized UNLESS to charge to CUSTOMER's credit card), UNLESS may, without limiting its other rights and remedies, accelerate CUSTOMER's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, UNLESS will give CUSTOMER at least 10 days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to CUSTOMER.

### Payment Disputes

UNLESS will not exercise its rights under the "Overdue Charges" or "Suspension of Service" section above if CUSTOMER is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

### Taxes

UNLESS fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). CUSTOMER is responsible for paying all Taxes associated with its purchases hereunder.

If UNLESS has the legal obligation to pay or collect Taxes for which CUSTOMER is responsible under this section, UNLESS will invoice CUSTOMER and CUSTOMER will pay that amount unless CUSTOMER provides UNLESS with a valid tax exemption certificate authorized by the appropriate taxing authority.

*For clarity, UNLESS is solely responsible for taxes assessable against it based on its income, property and employees.*

## E. PROPRIETARY RIGHTS AND LICENSES

The following explicitly supersedes any related or relevant statement outside of the Service Conditions.

### Reservation of Rights

Subject to the limited rights expressly granted hereunder, UNLESS reserves the right, title and interest in and to the Services, including all of their related intellectual property rights. No rights are granted to CUSTOMER hereunder other than as expressly stated in this Agreement.

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### License to use the services

Subject to the terms set forth in this Agreement, UNLESS grants to CUSTOMER a limited, non-exclusive, non-transferable license to use the Application Services (as defined herein) for CUSTOMER's internal use and as otherwise set forth in this Agreement and not for resale.

CUSTOMER's right to use the Application Services is limited by all terms and conditions set forth in this Agreement. Except for this license granted to CUSTOMER, UNLESS and its licensors retain all right, title and interest in and to the Application Services, including all related intellectual property rights. The Application Services are protected by applicable intellectual property laws.

### Integrating the Services

You may integrate the Application Services into your Customer Application. Through the Services, third parties may provide products, services, or content ("Third Party Offering"). You may opt to access or use the Third Party Offering, including incorporating it into a Customer Application. If you do choose to use a Third Party Offering, you agree to be bound by this Agreement as well as any additional terms that may be specific to the Third Party Offering.

### License by CUSTOMER to use code

CUSTOMER grants UNLESS, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any related or third-party Applications and program code created by or for CUSTOMER using a Service or for use by CUSTOMER with the Services, and Customer Data, each as necessary for UNLESS to provide and ensure proper operation of, the Services and associated systems in accordance with this Agreement.

### License by CUSTOMER to use content

While using the Services, CUSTOMER, Users, and End Users may provide Input which may be used by UNLESS solely as necessary in connection with the provision of the Services. You are responsible for Your Input and represent and warrant that you have all rights, licenses, and permissions required to provide this to the Services.

You understand that by providing Input to UNLESS or in connection with the Services, UNLESS hereby is and shall be granted a nonexclusive, worldwide, and royalty free, right to use, process, store, copy, reproduce, reformat, translate, modify and create derivative works of Your Content (including all related intellectual property rights) as deemed necessary for the provision of the Services to CUSTOMER. UNLESS represents and warrants that the Input and Output shall only be used to provide, enhance and refine CUSTOMER's specific instance of the Services and shall not be utilized for other customers of the Services. This restriction is in place to preserve the confidential and proprietary nature of the Input and Output and prevent any unauthorized use of the Input and Output.

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For the avoidance of doubt, any Input and Output is the sole ownership of CUSTOMER (or its licensors as the case may be) and UNLESS do not have the right to use the Input or Output in any other way than what is explicitly stated in this Agreement. Notwithstanding the foregoing, CUSTOMER understands and accepts that, given the nature of our Services and artificial intelligence in general, the Output may not be exclusive, and end users from other customers might receive similar content from our services. Outputs that were requested by, and created for, other customers do not qualify as your Output.

*For clarity, the foregoing license grant to UNLESS does not affect Your ownership of or right to grant additional licenses to the material in Customer Content, but is solely meant to be able to provide the Services without immediately infringing content rights by doing so.*

#### Responsibility for utilizing Output

While using the Services, you may receive Output from the Services which may be based on Your Input. You have the sole responsibility of utilizing any Output and assessing its accuracy and suitability for your specific needs. This may include employing human oversight where necessary.

#### License by CUSTOMER to use feedback

CUSTOMER grants to UNLESS and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by CUSTOMER or Users relating to the operation of the Services, unless otherwise agreed on a case-by-case basis.

*For clarity, this allows us to quickly improve our offering, and will make sure that CUSTOMER will benefit from other people's suggestions as well.*

#### Right to modify the Services

UNLESS reserves the right to modify or discontinue, temporarily or permanently, all or any portion of the Application Services without notice. UNLESS will not be liable to CUSTOMER or to any third party for any modification, suspension, or discontinuance of all or any portion of the Application Services. Without prejudice to the foregoing, if such modification or suspension is significant, UNLESS shall give the Customer minimum one months' notice.

For features that were developed at the request of and paid for by CUSTOMER, UNLESS will propose and implement an equally valid, alternative solution prior to removing such feature, without any additional cost.

UNLESS also reserves the right, in its sole discretion, to reject, refuse to post, or remove any material that CUSTOMER (or End Users) posts or submits for posting, and to restrict, suspend,

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or terminate access to the Application Services at any time, with reasonable ground and without liability. UNLESS will notify CUSTOMER as soon as possible if this situation occurs.

*For clarity, this is meant to be able to improve and finetune the service continuously, without having to ask CUSTOMER for their permission for these changes, as well as every other customer.*

## F. CONFIDENTIALITY

Each party (as “Receiving Party”) agrees that all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party (“Disclosing Party”) constitute the confidential property of the Disclosing Party (“Confidential Information”), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure.

### Protection of Confidential Information

As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to

1. not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and
2. except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein.

Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section.

Notwithstanding the foregoing, UNLESS may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or third-party Application Provider to the extent necessary to perform UNLESS’ obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

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## Compelled Disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## G. SECURITY

As part of our information security approach, we will: (a) establish and apply policies concerning electronic, network and physical monitoring, along with data storage, transfer, and access; (b) place our production infrastructure behind VPNs wherever feasible; (c) mandate multi-factor authentication for our employees; (d) set up network security, firewalls, accounts, and resources for minimal-privilege access; (e) keep a log and processes for incident responses; (f) have plans in place to counter potential security threats; (g) adhere to the Security Addendum; and (h) regularly assess our security measures and the sufficiency of our information security program in line with industry standards and our own policies and procedures.

## H. PRIVACY

Should you utilize the Services to handle personal data, you are mandated to duly deliver privacy notifications and secure necessary permissions for the Services to process personal data. In cases where the Services is utilized to process "personal data" or "Personal Information" as specified under prevailing data protection regulations, both Parties shall (a) ensure adherence to relevant laws when processing personal data in accordance with their role as data controller, data processor or sub processor, and (b) adhere to the Data Processing Addendum and the General Data Protection Regulation (GDPR).

## I. PUBLICITY

UNLESS may use Customer's name, logo and marks to identify Customer as a customer of UNLESS on the UNLESS website and other marketing materials.

## J. DISCLAIMER

USE OF THE APPLICATION SERVICES IS AT CUSTOMER'S SOLE RISK. THE APPLICATION SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. UNLESS AND ITS

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SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED INDEMNITIES AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. UNLESS DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE APPLICATION SERVICES OR ITS OUTPUT, AND CUSTOMER RELIES ON THE APPLICATION SERVICES AT CUSTOMER'S OWN RISK. ANY MATERIAL THAT CUSTOMER ACCESSES OR OBTAINS THROUGH THE APPLICATION SERVICES, IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL THROUGH THE APPLICATION SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM UNLESS OR THROUGH OR FROM THE APPLICATION SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

\_For clarity, this disclaimer is meant to disclaim all warranties except those expressly made in the agreement, so there are no hidden pitfalls for either CUSTOMER or UNLESS. This is a very common thing in software and service licenses. \_

## K. INDEMNIFICATION

The provisions as included in this article "INDEMNIFICATION" shall explicitly supersede any conflicting statement or provisions with precedence outside of the Service Conditions.

CUSTOMER will indemnify and hold harmless UNLESS, its suppliers and licensors, and its respective subsidiaries, affiliates, officers, agents, employees, representatives, and assigns, from any costs, damages, expenses, and liability caused by CUSTOMER's use of the Application Services, the Output of the Services, CUSTOMER's violation of this Agreement, Customer Content, or CUSTOMER's violation of any rights of a third party through use of the Application Services.

*For clarity, this means that if CUSTOMER uses the system in a way that goes against this Agreement, we cannot be held responsible.*

## L. LIMITATION OF LIABILITY

The provisions as included in this article "LIMITATION OF LIABILITY" shall explicitly supersede any conflicting statement or provisions with precedence outside of this Agreement.

UNLESS AND ITS SUPPLIERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF UNLESS HAS BEEN ADVISED OF THE

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POSSIBILITY OF THESE DAMAGES), RESULTING FROM CUSTOMER'S USE OF THE APPLICATION SERVICES THAT IS INCONSISTENT WITH THIS AGREEMENT.

UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF UNLESS AND ITS SUPPLIERS AND LICENSORS OF ALL KINDS ARISING OUT OF OR RELATED TO CUSTOMER'S USE OF THE APPLICATION SERVICES (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EXCEED THE AMOUNTS, IF ANY, THAT CUSTOMER HAS PAID TO UNLESS FOR CUSTOMER'S USE OF THE APPLICATION SERVICES FOR THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

Additionally, if the Services contain parts that have been specifically developed by UNLESS for CUSTOMER, these parts shall be tested and accepted explicitly by the appropriate department of CUSTOMER before being applied, thereby freeing UNLESS from any liability for faults the Parties were not aware of at the time of acceptance by CUSTOMER.

\_For clarity, UNLESS cannot accept liability for damage that occurred because of changes that CUSTOMER made to their own website, since it is out of our hands. Secondly, if we offer custom development of website elements, we explicitly require testing and acceptance by CUSTOMER, so we can deliver these services at a reasonably fast pace. \_

## M. TERM AND TERMINATION

### Term of Agreement

This Agreement commences on the date CUSTOMER first accepts it or on the date specified in the Agreement (whichever comes first), and continues until all subscriptions hereunder have expired or have been terminated.

### Term of Purchased Subscriptions

The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term.

### Termination

A party may terminate this Agreement for cause

1. upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or

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- if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

### Refund or Payment upon Termination

If this Agreement is terminated by CUSTOMER in accordance with the “Termination” section above, UNLESS will refund CUSTOMER any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by UNLESS in accordance with the “Termination” section above, CUSTOMER will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve CUSTOMER of its obligation to pay any fees payable to UNLESS for the period prior to the effective date of termination.

### Surviving Provisions

The sections titled “Fees and Payment,” “Proprietary Rights and Licenses,” “Privacy,” “Confidentiality,” “Disclaimers,” “Indemnification,” “Limitation of Liability,” “Refund or Payment upon Termination,” “Surviving Provisions” and “General Provisions” will survive any termination or expiration of this Agreement.

## N. MODIFICATIONS

We reserve the right to make changes to the Service Conditions and will notify you with reasonable notice, including by posting the changes on our website. If we determine that an update significantly affects your rights or responsibilities, we will provide at least a 30-day notice before the changes come into effect, unless we need to make the update to comply with relevant law. In that case, we will give as much notice as possible. Otherwise, updates will take effect from the date they are approved by CUSTOMER.

Excluding updates made for legal compliance, no update will automatically affect: (a) any dispute between You and UNLESS that arose prior to the update; and (b) any Order Form that references its own explicit Conditions, and that You and UNLESS signed before we informed you of the update.

## O. GENERAL PROVISIONS

### Assignment

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party’s prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party’s consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

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Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice.

### Relationship of the Parties

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

### Waiver

No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

### Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

### Manner of Giving Notice

Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon

1. personal delivery,
2. the second business day after mailing,
3. the day of sending by email - except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices.

Billing-related notices to CUSTOMER will be addressed to the relevant billing contact designated by CUSTOMER. All other notices to CUSTOMER will be addressed to the relevant Services administrator designated by CUSTOMER.

### Arbitration and governing law

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands without regard to the conflict of laws provisions thereof.

## Data Processing Addendum

The purpose of this DPA is to reflect the agreement on the processing of personal data in accordance with data protection legislation.

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Last revised March 7th, 2025

This Data Processing Addendum (the "Agreement") forms a part of the contract for Application Services between Processor and Controller. This Agreement shall reflect the parties' agreement with regards to Processing of Personal Data.

If the Controller signing this Agreement is a customer of UNLESS, this Agreement forms part of a contract of service with UNLESS. If the Controller is not a user or customer of UNLESS, this Agreement is null and void.

This Agreement is between CUSTOMER ("Controller") and UNLESS ("Processor"). Each individually is referred to as "Party", and jointly referred to as "Parties".

- Parties have agreed that the Controller will act as the sole Controller of the Personal Data, and that the Processor renounces any rights it may have to act as a data controller of the Personal Data held by the Controller.
- Parties agree that it may be necessary to process certain Personal Data on behalf of Controller.
- In light of this, UNLESS offers this Agreement to address compliance obligations imposed upon Controller.
- Parties agree that Application Services rendered by UNLESS may qualify as commissioned Data Processing as per sec. 28 of the General Data Protection Regulation (2016/679)

## Definitions

1. "Applicable Law" means the relevant Data Protection and Privacy laws to which Parties are subject, including the GDPR directive (2016/679).
2. "Application Services" shall mean all software applications (including, but not limited to, scripts, web pages, native applications, browser plugins, web components, data and APIs) used by Controller and provided by Processor in any way.
3. "Breach Incident" means a breach leading to the accidental or unlawful loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
4. "Controller" means CUSTOMER, in its role of an entity which determines the purposes and means of the processing of personal data.
5. "CUSTOMER" ("you", "your") means an individual accepting this Agreement.
6. "Customer Application" is an application, product, or service that is owned, published, created, or managed by CUSTOMER, in which the Application Services are integrated or made accessible to Users or End Users.
7. "End User" means an individual who uses a Customer Application.

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8. "Input" means Personal Data that was submitted by CUSTOMER, their Users, or their End Users.
9. "Output" means any data or content that the Application Services returns.
10. "Personal Data" means any information which can be related to an identifiable individual, including any information that can be linked to an individual or used to directly or indirectly identify an individual, and supplied by Controller to UNLESS under the Terms & Conditions, or which UNLESS or any of its Sub Processor generate, collect, store, transmit, or otherwise process on behalf of Controller in connection with this Agreement. Personal Data may include information which is related to CUSTOMER's users, employees, and other individuals.
11. "Processing" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, restriction, erasure or destruction, as defined under Applicable Law.
12. "Processor" means UNLESS, in its role of an entity which processes personal data on behalf of the controller.
13. "Services" means the Application Services and all other services provided by Processor, including (but not limited to) support, consultancy, and custom development.
14. "Sub Processors" means any affiliate, agent or assignee of Processor that may process Personal Data pursuant the terms of the Agreement, and any unaffiliated processor engaged by Processor.
15. "Third-Party Application" means any software, platform, data sources, software-as-a-service, or other products or services not provided by UNLESS that are integrated with our Services as described in the Agreement.
16. "UNLESS" ("we", "us", "our") is the brand name used by the company Rocket Launcher BV to promote its services.
17. "User" means an individual who is authorized by CUSTOMER to manage a Service.

## Liability

The liability for violation of provisions of this Agreement shall be regulated by the liability clauses in the service terms between the Parties.

The Parties shall ensure the Data Subject's right to claim compensation according to the GDPR. This right shall not be limited through the service terms.

Notwithstanding the above, CUSTOMER is responsible for having a legal basis for the processing of End User data coming directly from CUSTOMER. UNLESS shall have no liability for any claims or costs that is a result of the CUSTOMER not ensuring a legal basis for the processing of personal data.

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## Privacy by design

The UNLESS platform is designed to be sensitive to the End Users' privacy through several core design choices.

- UNLESS does not collect unnecessary data, but only data that is required in the context of the Services.
- UNLESS aggregates and anonymizes data insofar possible; minimizing the chances of being able to identify individual End Users.
- UNLESS has extensive technical and physical safeguards protecting our customers' information.

## Data retention and destruction

UNLESS will only retain Personal Data for as long as Services are provided to CUSTOMER under this agreement. Following expiration or termination of the Agreement, UNLESS will delete or return to CUSTOMER all Personal Data in its possession as provided in the Agreement except to the extent UNLESS is required by Applicable Law to retain some or all of the Personal Data (in which case UNLESS will implement reasonable measures to prevent the Personal Data from any further processing).

## Relationship

- The Processor is appointed by the Controller to Process such Personal Data for and on behalf of the Controller as is necessary to provide the Services.
- The Controller shall Process Personal Data in accordance with the requirements of the Applicable Laws. For the avoidance of doubt, the Controller's instructions for the Processing of Personal Data shall comply with the Applicable Law and the Processor reserves the right to refuse such instructions if not in compliance with the Applicable Law. The Controller shall have sole responsibility for the accuracy, quality and legality of Personal Data and the means by which it acquires the Personal Data.
- Processor agrees to notify Controller if it becomes unable to comply with the terms of this Agreement, and take reasonable and appropriate measures to remedy such non-compliance.
- Controller agrees to and warrants that End Users and Users have been informed of UNLESS' use of Personal Data as required by Applicable Law, that Controller has obtained the appropriate consents and permits from End Users and Users as required under Applicable Law and has displayed, if applicable, a link to UNLESS privacy policy (e.g. As part of Controller's privacy policy or elsewhere, easily discoverable by End Users and Users).

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## Data processing

The Processor shall process Personal Data for the Purpose of providing the Services. Depending on how the Controller chooses to use the Services and depending on the Input of the Controller, their Users or End Users, the subject matter of Processing of personal data may cover the following types of information.

- Geographical information (City, State, Country, Currency);
- Audience membership, a collection of technical attributes based on real-time identifiers
- IP address;
- Data encoded into the URL or shown in plain format;
- Referring URL and domain;
- Online Identifiers (i.e. online data collected from End Users or User devices, applications and protocols which leave traces which may identify them), such as UDID, cookie identifiers, device type, operating system, and browser type.
- Page views, interactions and time on site;
- Data and time when website pages were accessed.

Other data points that typically comprise Personal Information that may be processed are email address, name, and more - but these will have to be actively submitted by Controller as Input and will not be collected in other ways.

## Data safety, privacy & security

- The Processor shall establish data security in accordance with the Applicable Laws. The measures taken must guarantee a protection level appropriate to the risk concerning confidentiality, integrity, availability and resilience of the systems.
- These measures are listed in Exhibit A and outline commercially reasonable security-related policies, standards and practices in line with the complexity of the UNLESS platform.
- The technical and organizational measures are subject to technical process and further development. In this respect, it is permissible for the Processor to implement alternative adequate measures from time to time, insofar as the security level of the defined measures is not reduced.
- CUSTOMER is responsible for using and configuring the UNLESS platform in a manner which enables CUSTOMER to comply with Applicable Laws, including the implementation of appropriate technical and organizational measures.
- UNLESS has appointed a Data Privacy Officer, who can be reached at [dpo@unless.com](mailto:dpo@unless.com), and who oversees our privacy program.

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## Security breaches

Upon becoming aware of a Breach Incident, Processor will notify Controller without undue delay and will provide information relating to the Breach Incident as reasonably requested by the Controller. UNLESS will use reasonable endeavours to assist CUSTOMER in mitigating, where possible, the adverse effects of any Breach Incident.

## Audit rights

The Controller may audit the Processor's compliance with this Agreement up to once a year. If required by legislation applicable to the Controller, the Controller may request audits more frequently. To request an audit, the Controller must submit an audit plan 3 weeks in advance of the proposed audit date to the Processor, describing the proposed scope, duration, and start date of the audit. If any third party is to conduct the audit, it must be mutually agreed between the Parties.

If the requested statement or audit scope is addressed in an ISAE, ISO or similar assurance report performed by a qualified third party auditor within the prior 12 months, and the Processor confirms that there are no known material changes in the measures audited, the Controller may accept those findings instead of requesting a new statement or audit of the measures covered by the report.

Furthermore, the Processor shall take reasonable action to assist the Controller in case of audits, assessments or investigations initiated by authorities targeting the Controller.

## Sub-Processing

On the condition of a contractual agreement in accordance with applicable data protection laws, the Controller understands that certain Sub-Processors are needed for the operation of the Services. The Controller agrees to the following.

- Controller provides a general consent to UNLESS to engage onward Sub-Processors (including but not limited to the provision of cloud based analytics services, machine learning and recommendation engines, personalized search and cloud processing), provided that UNLESS has entered into an agreement with Sub-Processor which is equally restrictive to the obligations set forth under this Agreement (the the extent applicable to the services rendered).
- Outsourcing to further Sub-Processors or changing any existing Sub-Processors is permissible if Processor informs the Controller of the identity of the Sub-Processor and the scope of the planned Sub-Processing in writing or in text form, and the controller does not object to the planned Sub-Processing in writing or in text within 20 business days. The Controller shall not unreasonably object to the planned Sub-Processing.

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- UNLESS may transfer and process Personal Data to and in other locations around the world where UNLESS or its Sub-Processors may perform data processing as necessary to provide Application Services.
- If UNLESS processes Personal Data from the EEA, EU or Switzerland, UNLESS shall ensure that it (or the relevant Sub-Processor) has a legally approved mechanism in place to allow for the international transfer of data.

### User and End User data sub-processors

Controller agrees to the commissioning of the following Sub-Processors for our Application Services (including, but not limited to, the provision and hosting of software, services, ML and AI models), potentially including User and End User data from within the Customer Application:

- Amazon Web Services, hosting and storage
- Microsoft Inc., Microsoft Azure cloud services
- Google Inc., Google Cloud Platform

### User data sub-processors

Controller agrees to the commissioning of the following Sub-Processors strictly on the UNLESS dashboard:

- Stripe, Inc., payment provider for customers only
- Chargebee, automated subscription billing for customers only
- Hubspot, CRM system and customer messaging platform for customer support
- Mailchimp, email management for onboarding emails and newsletters

### Integrations with third-party business systems

UNLESS offers integration with some of your existing business systems. If you choose to enable such an integration to exchange data with UNLESS, you may need to have additional legal arrangements with either the source or the destination of such data.

To provide for these integrations, UNLESS uses the services of the following Sub-Processor:

- ApiDeck, integration platform (iPaaS) for SaaS companies

### Third-party applications

The Processor may support integrations with some of your existing business systems, certain third-party platforms or applications. These integrations may be enabled or disabled by Controller whenever they see fit.

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By enabling such Third-party Applications, Controller authorizes Processor to access the Controller's accounts at such third-party application for the purposes described in this Agreement. Controller may be required to input their credentials in order for Processor to access such Third-party Applications.

Controller is responsible for complying with any relevant terms and conditions of the provider of the Third-party Application. Controller acknowledges and agrees that Processor has no responsibility or liability for any Third-party Application, or any data exported to a Third-party Application.

Processor does not guarantee that it will maintain any integrations with any Third-party Application, and Processor may disable such integrations at any time with or without notice to Controller.

## Miscellaneous

- This Agreement, including Exhibits attached, supersedes any and all prior agreements (excluding the Service Conditions and Privacy Policy), understandings, negotiations and discussions of the Parties.
- The provisions in this Agreement are severable; if any phrase, clause or provision is invalid or unenforceable in whole or in part, this shall only affect such phrase, clause or provision and the rest of this Agreement shall remain in full force and effect.

## Exhibit A

Your website and data are safe with UNLESS. There are a number of steps we take to ensure only Controller can access your site data and that your User and End User privacy is respected.

### Data storage

All user data that UNLESS collects is stored electronically in Ireland, Europe on the Amazon Web Services infrastructure. Our application servers and database servers run inside an Amazon VPC, Virtual Private Cloud. The databases containing End User and usage data are only accessible from the application servers and no outside sources are allowed to connect to the database. Our data retention times are no longer than 365 days.

### End User privacy

- End Users are assigned an unique user identifier, UUID, so that UNLESS can keep track of returning visitors without relying on any personal information, such as the IP address.
- IP addresses of End Users are always suppressed before being stored. We set the last octet of IPv4 addresses, all connections to UNLESS are made via IPv4, to 0 to ensure the full IP address is never written to disk. For example, if an End User's IP address is

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1.2.3.4, it will be stored as 1.2.3.0. The first three octets of the IP address are only used to determine the geographic location of the End Users.

#### Data collection and transmission

- Firewalls are in place exposing only the necessary ports through the internet and between different servers. Intrusion protection system (IPS) software is in place as a second layer of security, which will block access as soon as any suspicious login activity is detected.
- UNLESS transmits data from the End User's browser to our systems using HTTPS.
- The protocols and ciphers suite used to encrypt data in transfer is available at the end of this article.

#### Data access and authentication

Only UNLESS engineers which require such access to perform their job efficiently are given access. Different engineers are given different access rights on different system components as well depending on what their job requires. Engineers who do have access, have their own credentials and these are only valid when used from specific IPs. SSH Key-Based authentication is used for server access.

Data collected through UNLESS is exclusively reserved for use by our users and customers. UNLESS does not make use of the data collected in any form or way unless consent is officially given by an admin of the UNLESS account, clearly outlining what the data will be used for.

#### Data access and backup

At UNLESS, we use DynamoDB continuous backups to keep your data safe in the case of system failure. Full database backups are taken continuously, and are kept for thirty five days as an electronic copy.

#### Compliance, certifications and audit reports:

- UNLESS is compliant with Payment Card Industry (PCI) Data Security Standard. We use Chargebee's hosted pages (SAQ A compliance - <https://www.chargebee.com/security/pci/>) and Stripe (<https://stripe.com/docs/security/stripe>).
- Cloud security: <https://aws.amazon.com/security/>.

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