



Soverin.

GENERAL TERMS AND CONDITIONS

1. Introduction

We are Soverin and Privacy is our core value! Here You can find information about the use of our services. Important for Us and You; these Terms and Privacy Statement govern the relationship between Soverin as provider of services and You. These documents are legal binding documents so please read them carefully. If You have any questions regarding our services or these documents, please don't hesitate to contact us. You can find our contact information in article 2 of these Terms.

2. Definitions

- 2.1. **Account:** the Account You create, as described in article 5.1.
- 2.2. **Agreement:** the agreement on the basis of which Soverin will provide You with the Service concluded by the acceptance of these Terms and Conditions and the Privacy Statement by (i) a countersigned separate document or (ii) Your online registration for the Service
- 2.3. **Soverin, We, Our or Us:** Soverin B.V., located at Vijzelstraat 68 (1017HL) Amsterdam, registered at the chamber of commerce under number 61552275. Contact details: support@soverin.net.
- 2.4. **You, Your:** the party Soverin concluded the Agreement with.
- 2.5. **Terms:** these General Terms and Conditions, which You are reading right now.
- 2.6. **Service:** the Service provided by Soverin to You, as described in article 3.1.
- 2.7. **Privacy Statement:** the privacy statement attached to these Terms as Annex I.

3. The Service

- 3.1. Soverin offers an ad-free email service with optional extra features and a maximum GB capacity ('**Service**'). For consumers, the standard capacity as part of the Service is 25 GB, with the option to buy extra GB capacity. For corporate customers, the capacity is agreed upon in a countersigned separate document. The Service will be made available to You after the Agreement is concluded. To use our Service, when registering we ask You to create an email address so we can enable You to activate the use of the Service with a password of Your choice. Our Service is designed to maximize Your privacy and keep You in control of Your personal data. We therefore want to know as little of You as possible, so please be aware that if You forget Your password and did not store the recovery code and/or a phone number, We can no longer enable you to use the Service which is supplied to You.
- 3.2. For a full overview of the features included in the Service, please visit www.soverin.net. Soverin uses third parties to offer certain extra options. For example, Soverin offers personalized domain names. In order to offer this option, Soverin registers the domain You wish to use (if available) with a Dutch domain name provider and invoices You for the extra fees. Application, assignment and possible use of a domain name is dependent upon and are subject to the applicable rules and procedures of the relevant registering authorities, such as Stichting Internet Domeinregistratie Netherlands. The relevant body decides on the allocation of a domain name and/or IP address. We only play a mediating role in the application and give no guarantee that an application will be honored.

4. Offer and acceptance

- 4.1. You can use the electronic ordering process on www.soverin.net to purchase the Service.
- 4.2. You are responsible for the accuracy of the provided data to Soverin when purchasing the Service.
- 4.3. Soverin explicitly rejects the applicability of any other terms and conditions on the Agreement.

- 4.4. The Agreement commences from the moment Your acceptance of both the Agreement and these Terms is received by Soverin.
- 4.5. After the Agreement has been concluded, Soverin will provide the Service to You as soon as possible. In case You are a person not acting in de exercise of a profession or business, You hereby agree that Soverin may start the Service during the statutory cancellation period (*wettelijke bedenktermijn*) and that You are obliged to pay for the performed work if You terminate the Agreement during the statutory cancellation period. Domain names are excluded from this statutory cancellation period, since domain names have a personal character and such purchases are immediately binding, also if You are a person not acting in de exercise of a profession or business.

5. Use of the Service

- 5.1. To use Our Service, You are required to create an account via www.soverin.nl ('**Account**'). To create an Account, Soverin asks You to create an email address to use at Soverin and a password for verification purposes. Any optional personal data You provide with Your account, will be processed in line with our Privacy Statement (see Annex I).
- 5.2. Soverin treats all emails between You and Your designated recipients confidentially. Soverin does not check, open or view the contents of Your emails, including attachments, calendars and contact entries.
- 5.3. You shall not use the Service to:
 - 5.3.1. Share Your log-in credentials with anyone else;
 - 5.3.2. Impersonate or pretend affiliation with any person or entity;
 - 5.3.3. try to access any non-public areas of the Service;
 - 5.3.4. send or otherwise distribute viruses, worms, malware, junk mail, spam, chain letters, phishing mails, unsolicited promotions or advertisements of any kind and for any purpose;
 - 5.3.5. attempt to probe, scan, comprise or test the vulnerability of the Service or any related system or network or breach any security or authentication;
 - 5.3.6. send, store or make otherwise available any content that:
 - is unlawful, infringes or misappropriates third party rights;
 - facilitates or promotes gambling;
 - facilitates the sale or use of liquor, tobacco products or drugs;
 - is false, misleading or deceptive;
 - promotes racism, violence or hatred;
 - constitutes 'hate speech', whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation or language of such individual or group;
 - otherwise conflicts or potentially conflicts with the well-being of any individual or group.

These requirements are not limited to the use of the Service, but also extend to the domain registered by Soverin, which is made available for Your use. If Soverin concludes, after receiving relevant information or signals, that You have violated these Terms, Soverin has the right to suspend and delete Your Account without warning, without explanation and without any right to reimbursement of the subscription fee or part thereof.

- 5.4. If You suspect that an unauthorized person or party gained access to Your Account, please contact Us without delay by sending an email to support@soverin.net and provide Us with all the relevant information available.
- 5.5. Soverin reserves the right to, without warning, block access of and/or remove Accounts from the Service, which can result in loss of email and/or attachments, calendar and address entries or inaccessibility of domains, when Soverin finds that You violate these Terms.
- 5.6. Soverin is entitled to report and hand over any information We have about You and relating to You and Your use of the Service to the police if We have reason to assume the Service is used for criminal activities and also if a competent authority requests Soverin to hand over such information.

6. Subscription fee, payment and termination

- 6.1. The subscription fee for the Service is paid in advance and as agreed upon in the Agreement, to be increased with any fees for Your optional custom domain or optional extra data-storage and VAT.
- 6.2. To make sure Soverin uses as little of Your personal data as possible, We use trusted payment provider Mollie (www.mollie.com), which supports credit cards, iDeal and others, when charging You for any kind of fees. It is Your responsibility to have sufficient balance for Mollie to charge the fees and pay Soverin on Your behalf.
- 6.3. Soverin is entitled to increase its fees at any time.
- 6.4. In the event that You have not paid Soverin timely the subscription fee for the Service or Your optional custom domain for any reason whatsoever, Your Account and, if applicable, the use of the custom domain will be suspended without notice until all fees due have been paid to Soverin. Soverin will send multiple reminders to both Your email address and Your phone-number (if provided), the first reminder being sent one month before the term for renewing the subscription of the Service and/or Your custom domain is due. Your Account will be deleted 30 days after You have not renewed the Service.
- 6.5. You can terminate Your Account at any time by deleting Your Account in Your dashboard, without any right to reimbursement of (part of) the subscription fee or other fees. Soverin will ask You to verify Your request to terminate Your Account and terminate Your account after You have confirmed the verification.
- 6.6. Upon termination of Your Account or Your optional custom domain, it is, including Your emails, calendar and contact entries and all other data therein, is directly, automatically and permanently deleted. Soverin is never liable for any damage You may suffer as a result of a termination.
- 6.7. If the Agreement ends, for whatever reason, this will not affect the provisions that, by their nature, are intended to survive termination of these Terms and the Agreement.

7. Performance and use of the Service

- 7.1. Soverin makes thorough effort to offer You the Service to the best of Our ability with due care. However, Soverin offers the Service 'as-is' to You, so without warranty of any kind. Soverin explicitly disclaims any warranties such as, but not limited to, merchantability, fitness for a particular purpose and non-infringement of IP rights or any other third party rights.
- 7.2. Soverin does not guarantee that the Service is available on an uninterrupted, secure or error-free basis; Your use of the Service is at Your own risk.
- 7.3. You hereby acknowledge and agree that Soverin is not responsible for any damages You may suffer nor for any damage to Your computer system nor for any damage that any third parties may suffer nor for any damage to the computer system of any third party that results from or is related to the use of the Service.
- 7.4. You are in control and responsible for Your data such as, but not limited to, email, calendar items, address book and for the personal settings in Your dashboard, meaning that once You remove any data from Your account, Soverin cannot restore it for You. You are responsible for making Your own data backups. Soverin makes no individual data backups and has no knowledge of the content of Your data. Soverin only makes data backups for the purpose of disaster recovery.

8. Indemnity and Liability

- 8.1. Soverin is not liable to You or to any third party for any incidents, procedures, damages or any other claims arising in relation to the data including, but not limited to, emails transferred through, stored within the Service or submitted through Your Account, regardless whether the liability is based on warranty, contract, tort (including negligence) or any other legal theory and whether or not Soverin has been informed of the possibility of such damage, even if an attempted remedy, whether mandatory or non-mandatory, has failed its purpose.
- 8.2. Moreover is Soverin not liable to You or to any third party for damage as a result of an attributable failure in the performance of the Agreement or the Service, an unlawful act or whatever other reason, including, but not limited, to any damage resulting from or in connection with the use of the Service and/or the impossibility of using it.

- 8.3. You will defend, indemnify and hold harmless Soverin, including its employees and affiliates, from and against any claims, liabilities, damages, losses and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with Your access to or use of the Service or Your violation of these Terms, including any third party claims for emails sent by the Service through Your Account which infringe or violate any third party rights.
- 8.4. The above limitation of liability of Soverin does not exclude the liability of Soverin for intentional and/or gross recklessness of Soverin (" own acts") and/or the management of Soverin.
- 8.5. Soverin's liability for indirect losses, including consequential losses, loss of profit, lost savings, loss of (business) data and damage due to business interruption, is excluded.
- 8.6. In no event shall the total compensation for damages, for whatever reason, from Soverin to You or to any third party exceed EUR 100 (one hundred euro) per incident.
- 8.7. Any right to compensation by Soverin for damage suffered by You or a third party will lapse if You respectively the third party has not informed Soverin in a timely manner, namely within 10 working days after the incident occurred, in detailed writing with an estimation of the damage by registered letter addressed to the address in article 2.3.
- 8.8. Soverin is never liable to You or to any third party for damages caused by force majeure as described in Article 9.4.

9. Failures and force majeure

- 9.1. Soverin has the right to put the Service, or parts thereof, out of operation temporarily for the purpose of maintenance, modification or improvement thereof. Soverin shall undertake to arrange for such to take place as far as possible outside office hours and shall make every effort to notify You of the planned taking out of service in due time. However, Soverin shall never be liable for compensation for damage in connection with such taking out of service.
- 9.2. Soverin has the right to modify its systems, including the Service, or parts thereof from time to time to improve functionality and to fix errors. If a modification results in a significant change in functionality, Soverin shall notify You. In the case of adjustments relevant to multiple users of the Service, it is not possible to waive a particular adjustment only for You. Soverin is not obliged to pay any compensation of damage or inconvenience caused by such an adaptation.
- 9.3. In the event of unavailability of the Service due to breakdowns, maintenance or other causes, Soverin shall make every effort to inform You of the expected duration of the interruption.
- 9.4. Neither Party will be required to fulfill any obligation, including any legal and/or agreed warranty obligation, if it is prevented from doing so as a result of force majeure within the meaning of Section 6:75 Dutch Civil Code. Force majeure shall in any case include: failures or breakdowns of the internet, the telecommunications infrastructure, synflood, network attack, DoS or DDoS attacks, power failures, civil commotion, mobilization, war, traffic congestion, strike, lockout, business disturbances, stagnation in supply, fire, flooding import and export restrictions and in the event that the Soverin is unable to deliver by its own suppliers, regardless of the reason, as a result of which performance of the Service or Agreement cannot reasonably be required of Soverin.
- 9.5. In case of a Force majeure, Soverin can suspend the performance of the Service and Agreement and can terminate the Agreement if the force majeure situation has lasted longer than thirty (30) days, all without any obligation to pay damages by Soverin to You or to any third party.

10. Intellectual property rights

- 10.1. All intellectual property rights to all materials, software, analyses, designs, documentation, advice, reports, quotations, as well as preparatory materials thereof, developed or made available in the context of the Service, shall be held exclusively by Soverin or its licensors.
- 10.2. You shall only acquire the (non-exclusive and non-transferable) rights of use and powers arising from the scope of the Agreement and You shall not reproduce or disclose the software or other materials provided or made available by Soverin or its licensors.
- 10.3. You are not allowed to remove or change any indication concerning copyrights, brands, trade names or other intellectual property rights from the Service or other materials, including but not limited to indications concerning the confidential nature and secrecy, made available by Soverin or its licensors.

- 10.4. You warrant and represent that no rights of third parties oppose the provision to Soverin of material or data files intended for websites, for the purpose of usage or processing.
- 10.5. Both parties retain all rights of any kind with regard to the data provided, developed and designed by that party under this Agreement, including (any) commercial communications. The other party will not have the right to exploit such data in any way other than provided for in the Agreement.
- 10.6. Under no circumstances may the parties claim any intellectual property rights or other rights to the intellectual property rights of the other party.

11. Confidentiality

- 11.1. Soverin and You shall keep confidential any information provided to each other before, during or after the performance of the Agreement when such information is marked as confidential or when the receiving party knows or should reasonably suspect that the information was intended to be confidential. All information disclosed will be considered confidential, unless at the time of disclosure the disclosing party expressly states that the information provided is not of a confidential nature. The existence and content of the Agreement will be explicitly considered confidential information. The parties also impose this obligation on their employees as well as on third parties engaged by them for the performance of the Agreement.
- 11.2. If and to the extent that, in the performance of the Agreement, a party learns confidential information about the other party, the receiving party will use this information only for the purpose of performing the Agreement and will restrict access to such information to persons on a need-to-know basis.
- 11.3. Confidential information will not be understood to include information that was already public at the time when it came to the attention of the receiving party or subsequently became public, or that the receiving party also received from a third party without any duty of confidentiality being imposed or this third party being required to disclosure.
- 11.4. Each party is entitled to disclose confidential data if it is required to do so by law or a court decision. The disclosing party will promptly notify the other party of any request for disclosure of confidential data as referred to in this article 11.
- 11.5. Soverin shall not take note of data that You store or distributes through the Service or Soverin's systems, unless this is necessary for proper performance of the Agreement or unless Soverin is obliged to do so pursuant to a statutory provision or court order.

12. Processing of personal data

- 12.1. As a user of the Service, You are responsible towards third parties to fulfill obligations under the legislation concerning the processing of personal data (such as the General Data Protection Regulation), including the obligation to provide information, to allow inspection and to restrict, rectify and delete personal data of data subjects as well as to transfer this personal data to another processing controller.
- 12.2. Soverin and You agree that with respect to the processing of Your personal data supplied by You to Soverin for enabling You to use the Service, Soverin is "processor" within the meaning of the General Data Protection Regulation and complies with the Privacy Statement.
- 12.3. Soverin and You agree that with respect to the processing of personal data through the Service or other personal data, You are "processor" within the meaning of the General Data Protection Regulation and You have the exclusive responsibility to comply with all resulting and related obligations when processing personal data.
- 12.4. You warrant to Soverin that the processing of personal data by You is lawful and the rights of third parties are not infringed. You shall indemnify Soverin against any and all claim by third parties, on any basis whatsoever, if such claim relates to the processing of personal data as well as against any fines imposed by the Personal Data Authority (*Autoriteit Persoonsgegevens*) or other competent supervisory.

13. Applicable law and jurisdiction

All rights and obligations arising out of or in connection to these Terms and the Agreement are construed, governed, interpreted and enforced according to the laws of the Netherlands. The exclusive jurisdiction and venue of any action with respect to any subject matter relating to

these Terms will be the court's located in Amsterdam, the Netherlands, unless stipulated otherwise by mandatory Dutch or international laws.

14. Revisions of the Terms

- 14.1. Soverin reserves the right to amend or supplement these Terms from time to time.
- 14.2. Amendments or supplements to these Terms shall also apply to Agreements already concluded, subject to a period of 30 days after publication of the amendment or the supplement on Our website or by electronic message to You. Amendments and supplements of minor importance shall apply at once at any time.
- 14.3. If You do not wish to accept an amendment or supplement to these Terms, You may terminate the Agreement within ten workdays after the amendment or supplement applies (without any refund). If You fail to do so, You will be deemed to have accepted the amendment or supplement to these Terms.

15. Final provisions

- 15.1. If any provision of these Terms proves to be invalid, this shall not affect the validity of the Terms as a whole. Soverin and You will in that case adopt (a) new provision(s) to replace it, which will give shape to the intention of the original Terms as much as is legally possible.
- 15.2. Soverin and You shall always promptly inform each other in writing of any changes in name, postal address, email address, telephone number and, if requested, bank account number.
- 15.3. You cannot transfer Your rights and obligations under the Terms and under the Agreement to a third party unless Soverin gives prior written consent therefore. However, we can transfer our rights under the Terms and under the Agreement without Your consent to a third party.
- 15.4. Complaints regarding the performance of the Agreement, the Terms, the operation of the Service or the operation of other facilities must be communicated in writing by You to Soverin as described in Article 2.3.

ANNEX I

Privacy Statement

1. Introduction

We are Soverin and Privacy is our core value! Here You can find information about how We only use the bare minimum of personal data and cookies to enable You to use the Service as agreed upon in the Terms and the Agreement. Please read this Privacy Statement carefully. If You have any questions regarding this document, please don't hesitate to contact us. You can find our contact information in article 2.3 of the Terms.

2. Definitions

The terms used in this Privacy Statement have the meaning assigned to them in the *Algemene Verordening Gegevensbescherming* (hereinafter "AVG"). This Privacy Statement qualifies as a processing agreement as referred to in Article 28 AVG. The applicability of any other processing agreements is expressly rejected.

2.1. Furthermore, the same terms as defined in the Terms apply to this Privacy Statement.

2.2. Soverin offers You the opportunity to purchase the Service, whereby Soverin may Process Personal Data for and on Your behalf in the performance of the Service. In this Processing of Personal Data, You may be designated as Controller, or if You Process the Personal Data for the benefit of a third party, as Processor. Soverin performs (depending on the capacity in which the You Process Personal Data) the role of Processor or sub-processor.

3. Purposes of the data processing

3.1. Soverin undertakes to Process (*Verwerken*) Personal Data (*Persoonsgegevens*) on Your behalf under the terms of the Agreement. The Processing shall only take place in the context of the performance of the Agreement as well as for the duration thereof, and such purposes that are reasonably related thereto or which are determined with further consent.

3.2. Soverin shall not Process Personal Data for any purpose other than as determined for You.

3.3. Soverin Processes Personal Data on Your behalf, and You and Soverin confirm that this data does not concern special Personal Data, Citizen Service Numbers or data relating to criminal convictions or criminal offences concerning criminal convictions or criminal offences.

4. Security

The security of Your data is extremely important to Soverin. Therefore, We took extensive measures to prevent theft, loss or any other abuse of Your data. We encrypt all data connections from and to our email servers. Additionally, we use a so-called recovery code, which will be sent to You when You sign up for Our Service. This recovery code can be used in case You forget Your password and don't have access to the phone You used when You signed up for Soverin. The recovery code will enable You to sign in and subsequently alter Your password. Please store Your code safely, the code is personal and only provided to You, so Soverin does not keep a copy of the code.

5. Processed personal data

Soverin Processes the following Personal Data:

5.1. **Mandatory data:** this data is necessary in order to provide You with Our Service,

- You get to choose Your own email address. Depending on the email address You choose, this could be considered personal data.
- In order to provide the Service and to provide You with a Soverin email account, We offer You to keep Your recovery code safe and add Your phone number optionally.

5.2. **Optional data:** Soverin can supply You with a domain name, linked to Your email address. Soverin can administer this domain name for You. Depending on the domain name You choose, this can be considered personal data, for instance but not limited to a domain name that consists of Your name.

6. Data storage

- 6.1. At Soverin, You are in control of Your Personal Data at all times. The dashboard offers an overview of Your Personal Data. From Your dashboard You can change Your information or, if You desire, delete Your account. If You have any other questions concerning the processing of Your Personal Data, feel free to contact Us through support@soverin.net.
- 6.2. Soverin will store Your email, calendar and address entries for as long as You store it yourself. When You delete email it will be placed in the trash. If You empty the trash, Your email will be permanently deleted from Our servers, including Our backup servers. The backups of Our servers do contain copies of Your data, amongst which including email. However, these backups are encrypted with Your personally generated key, granting You exclusive access to Your data. This key will be erased when You delete Your account, so no one will be able to access Your backup. So to be extra clear; Soverin cannot access Your backup. Deleting Your account effectively erases all Your data from Our servers. This way You have full control of Your data at all times.

7. Obligations Soverin

- 7.1. Regarding the mentioned purposes in this Privacy Statement, Soverin will ensure compliance with the conditions which are, pursuant to the AVG, imposed on the Processing of Personal Data by Soverin.
- 7.2. Soverin shall inform You, at Your request and within a reasonable time, about the measures We have taken with regard to Our obligations.
- 7.3. Soverin's obligations under this Privacy Statement shall also apply to those who Process Personal Data under the authority of Soverin.
- 7.4. Soverin shall notify You if, in Our opinion, Your instruction or use of the Service violates privacy laws and regulations.
- 7.5. Soverin ensures that all Soverin personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Privacy Statement.
- 7.6. Soverin shall take reasonable steps at Your request and cost to assist You in meeting Your obligations taking into account the nature of the processing under this Privacy Statement, provided that Soverin reserves the right to reimbursement for the reasonable cost of any time, expenditures or fees incurred in connection with such assistance.
- 7.7. Soverin shall, at the end of the Agreement, upon Your request, securely destroy or return Your Personal Data.

8. Data transfer to third parties

- 8.1. Soverin will never share Your data with third parties, unless We are obligated to do so by law.
- 8.2. Soverin only Processes Personal Data in countries within the European Union. At Your request, Soverin shall inform You of the country or countries concerned.

9. Your rights

- 9.1. You have the following rights under the AVG:
 - 9.1.1. **Right of access:** You can ask what Personal Data We use from You.
 - 9.1.2. **Right to rectification:** if Your personal data is not correct, You can ask Us to amend it.
 - 9.1.3. **Right to erasure:** in some cases You have the right to have Your personal data erased.
 - 9.1.4. **Right to object:** if You do not agree with Our decision on Your request to access Your data, you can object.
 - 9.1.5. **Right to withdraw Your consent:** in case You gave consent for Us to use Your personal data, You may also withdraw Your consent.
 - 9.1.6. **Right to restriction of processing:** You can ask Us to temporarily stop using Your personal data, for example because you want to wait for a decision on another request first.
 - 9.1.7. **Right to data portability:** You can ask Us to transfer Your personal data to another party.

10. Cookie statement

Cookies are small files that the owner of a website places on a visitor's device. For example, on a computer, laptop, smartphone or tablet. This allows the owner to collect or store information about the website visit or about (the device of) the visitor.

- 10.1. The only cookies We place on Your computer are so-called session cookies. These session cookies serve to remember Your session whenever You log in. These cookies are automatically erased whenever You close Your browser.
- 10.2. Optionally, Soverin uses a bare minimum of optional technical cookies that remember Your login credentials and settings after having logged off. You can accept these cookies by ticking the 'remember me' box in Your browser. These cookies can be removed by clicking 'sign out' on the Soverin website. We certainly do not like tracking, so We do not use tracking cookies.

11. Complaints and requests

- 11.1. In case You have a complaint regarding the way Soverin handles Your Privacy or if You would like to exercise any of the rights as mentioned in this Privacy Statement, please let Us know by sending an e-mail to support@soverin.net. We will get back to You within one month.
- 11.2. Should You have any questions after reading this Privacy Statement, feel free to contact Us through support@soverin.net.