



# Terms and conditions for guestregister.co.uk

The service "guestregister.co.uk" is offered over the internet in the form of Software-as-a-Service by the company Involved Group. The use of guestregister.co.uk is subject to the below terms and conditions. Using guestregister.co.uk constitutes acceptance of these terms and conditions. Deviations from these terms and conditions is possible only by means of written confirmation by Involved Group.

## Article 1. Use of the service

- 1.1. With guestregister.co.uk, you can register and collect data according to general guidelines for the Covid-19 regulations, granting guest and potential guest access to the clients venue..
- 1.2. To use guestregister.co.uk, you first need to register. After completing registration, you can directly log into your account and use the service.
- 1.3. You must secure access to your account using the username and password against third parties. In particular you must keep the password strictly confidential. Involved Group may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are liable for these actions, unless and until you have notified Involved Group that someone else knows your password.
- 1.4. guestregister.co.uk processes your personal data. You give your consent for all forms of processing within the scope of the service. Consult the privacy statement of Involved Group for more information.

## Article 2. Terms of use

- 2.1. It is not permitted to use guestregister.co.uk for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous or racist.
- 2.2. Should Involved Group discover that you violate any of the above, or receive a complaint alleging the same, then Involved Group may intervene to end the violation.
- 2.3. If in the opinion of Involved Group the continued functioning of the computer systems or network of Involved Group or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, Involved Group may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.
- 2.4. Involved Group is at all times entitled to file a criminal complaint for any offenses committed through or using the service.
- 2.5. Involved Group may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless Involved Group from all third-party claims arising out of your violation of these terms of use.



### **Article 3. Availability and maintenance**

3.1. Involved Group makes no promises regarding availability of the service.

3.2. Involved Group actively maintains guestregister.co.uk. Maintenance can take place at any time, even if this may negatively impact the availability of the service. Maintenance is announced in advance whenever possible.

3.3. Involved Group may from time to time adapt guestregister.co.uk. Your feedback and suggestions are welcome but ultimately Involved Group decides which adaptations to carry out (or not).

### **Article 4. Intellectual property**

4.1. The service guestregister.co.uk, the accompanying software as well as all information and images on the website is the intellectual property of Involved Group. None of these items may be copied or used without prior written permission of Involved Group, except and to the extent permitted by mandatory law.

4.2. Information you store or process using the service is and remains your property (or the property of your suppliers or licensors). Involved Group receives a limited license to use this information for the service, including for future aspects thereof. You can cancel this license by removing the information in question and/or terminating the agreement.

4.3. If you send information to Involved Group, for example a bug report or suggestion for improvement, you grant Involved Group a perpetual and unlimited license to use this information for the service. This does not apply to information you expressly mark as confidential.

4.4. Involved Group shall refrain from accessing data you store or transfer using guestregister.co.uk, unless this is necessary for a good provision of the service or Involved Group is forced to do so by law or order of competent authority. In these cases Involved Group shall use its best efforts to limit access to the information as much as possible.

### **Article 5. Compensation for the service**

5.1. The use of guestregister.co.uk is subject to a fee which is due once for the use of a period of 6 months. The fee must be paid in advance.

5.2. Payment is possible by creditcard, by PayPal money transfer, or as explained further on the website.

5.3. Because the service is started directly at your express request, a payment cannot be refunded under the Distance Selling Act.

### **Article 6. Limitation of liability**

6.1. Except in case of intentional misconduct or gross negligence the liability of Involved Group shall be limited to the amount of the onetime payment prior to the moment the cause of the damage occurred.

6.2. Involved Group in no event is liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption.

6.3. Damages may only be claimed if reported in writing to Involved Group at most two months after discovery.

6.4. In case of force majeure Involved Group is never required to compensate damages suffered by you. Force majeure includes among others disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.



#### **Article 7. Term and termination**

- 7.1. This agreement enters into force as soon as you first use the service and then remains in force for a period of 6 months.
- 7.2. After this period the agreement is silently terminated.
- 7.4. You can export the data you store or process using the service at any time through the service interface.

#### **Article 8. Changes to terms**

- 8.1. Involved Group may change or add to these terms and conditions as well as any prices at any time.
- 8.2. Involved Group shall announce through the service changes or additions at least thirty days before their taking effect.
- 8.3. If you do not want to accept a change or addition, you can terminate the agreement until the date the changes take effect. Use of guestregister.co.uk after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

#### **Article 9. Miscellaneous provisions**

- 9.1. Dutch law applies to this agreement.
- 9.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with guestregister.co.uk shall be brought before the competent Dutch court for the principal place of business of Involved Group.
- 9.3. For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the guestregister.co.uk service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.
- 9.4. The version of any communication of information as recorded by Involved Group shall be deemed to be authentic, unless you supply proof to the contrary.
- 9.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.
- 9.6. Involved Group is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of guestregister.co.uk or the associated business activities.