

General Terms and Conditions

Last update: 28 February 2024

Definitions Applicability In these general terms and conditions, the following capitalized terms shall have the following meaning, both in the singular and in the plural.

RED BUTTON DIGITAL: The economic entity of Red Button Digital B.V. or its legal successor, and all its affiliated legal entities and companies as its trademarks such as 'GotoAndPlay' and 'Ratsibambam' from time to time, as envisaged in Section 2:24b Dutch Civil Code

CLIENT: The natural person or legal entity that has concluded, or is going to conclude, an Agreement with Red Button Digital.

AGREEMENT: The agreement between Red Button Digital and the Client concerning the specific provisions of the Service.

SERVICE: The Services to be provided to the Client by Red Button Digital pursuant to the Agreement, including, if applicable, results of these Services.

PARTIES: Red Button Digital and the Client.

APPLICATION: Website, game, HTML banner and / or other web related content

IP-RIGHTS: All intellectual property rights and associated rights such as copyrights, trade mark rights, patent rights, design rights, trade name rights, database rights and related rights, as well as rights to know-how and performances on a par with these rights.

PERSONAL DATA: any information relating to an identified or identifiable natural person ("data subject"); within the meaning of Section 4 paragraph 1 of the General Data Protection Regulation (GDPR) 2016/679/EU ("GDPR").

2 GENERAL

2.1 These Conditions apply to and form an integral part of all offers and quotations of Red Button Digital, Agreements and any other legal acts related thereto between Red Button Digital and the Client and/or its legal successor. The specific Annexes also apply as agreed between Red Button Digital and Client. If this general part of these Conditions is contrary to or incompatible with any other specific provision as included in the Annex(es) agreed between Red Button Digital and the Client, the specific provisions in the Annex(es) concerned prevail.

2.2 If these Conditions state that an act must be carried out in writing, this is deemed to refer to email, chat (eg whatsapp) and SMS as well. Electronic communication between the Parties is deemed to have been received on the day it was sent, unless proof to the contrary is furnished.

2.3 Any variations on these Conditions are only valid if they have been agreed explicitly in writing by Red Button Digital and the Client, and they only apply to the specific Agreement for which they were agreed.

2.4 The Client's generally applied purchase- and/or other conditions do not apply to any legal relationship between the Parties.

2.5 Once these Conditions have been applied to a legal relationship between Red Button Digital and the Client, the Client is deemed to have agreed in advance to the applicability of these Conditions to any Agreements concluded or to be concluded thereafter.

2.6 If and insofar as any provision in these Conditions is declared to be non-binding, the other provisions of these Conditions remain in full force. In that case the Parties shall replace the non-binding provision with a provision which differs as little as possible from the non-binding provision in terms of both content and scope.

2.7 In the event of a conflict between provisions in an Agreement and these Conditions, the provisions in the Agreement prevail. In the event of a conflict between these Conditions and a specific Annex, the provisions in the specific Annex(es) prevail.

2.8 Red Button Digital is authorized to unilaterally amend these Conditions. The Client shall be informed to that effect in writing and Red Button Digital shall make the new version of the Conditions available to the Client.

2.9 The applicability of Sections 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is hereby excluded.

3. QUOTATION AND FORMATION OF THE AGREEMENT

3.1 Quotations and other offers by Red Button Digital are given without obligation and must be regarded as an invitation to enter into an Agreement, unless Red Button Digital has explicitly indicated otherwise in writing.

3.2 Offers and quotations lose their validity thirty (30) calendar days after their date, unless otherwise indicated in writing.

3.3 The Client guarantees that the details disclosed by, or on behalf of it, to Red Button Digital, on which Red Button Digital has based its offer, are correct and complete. If those details should prove not to be correct or complete, Red Button Digital is entitled to modify its offer.

An Agreement is concluded and officially effective after approval of the client or any authorized person by agreement in writing. An Agreement is also concluded when the production starts with the knowledge of the client on the agreed date.

Orders placed by the Client are irrevocable.

Red Button Digital is authorized at all times to terminate the negotiations with the Client at any time without stating reasons and without being liable for any loss and/or damages caused as a result, and without being obligated to continue the negotiations.

4 PERFORMANCE OF THE AGREEMENT AND DELIVERY

4.1 Red Button Digital shall perform the Agreement to the best of its knowledge and ability and in accordance with the standards of the profession. The obligations of Red Button Digital on the basis of the Agreement should be interpreted as a duty to perform. Any arrangements about the level of the Service to be provided shall always be agreed in writing in a Service Level Agreement.

4.2 Parties shall determine the delivery term and delivery dates as well as the place and manner in which the Services shall be delivered and/or provided in the Agreement. The duration of an assignment depends on various factors and circumstances, such as the quality of the data and information disclosed by the Client and the cooperation of the Client and relevant third parties.

The delivery terms are therefore not to be interpreted as strict deadlines. In the event that a delivery term or other term is exceeded, or is likely to be exceeded, Parties shall consult with each other as soon as possible in order to take suitable measures. Any delay, for whatever reason, with respect to agreed delivery times does not give any entitlement of the Client to receive loss and/or damages or any other form of compensation from Red Button Digital, unless explicitly agreed otherwise in writing between Red Button Digital and the Client.

4.3 If it has been agreed that the Agreement shall be performed in phases, Red Button Digital is authorized to postpone the commencement of the Services that form part of a subsequent phase until the Client has approved the results of the prior phase in writing.

4.4 Red Button Digital is not obligated to follow any instructions by the Client and/or any third party that alter or add to the content or scope of the agreed Services. However, if such instructions are followed, the activities concerned shall be paid in accordance with Red Button Digital's usual rates.

4.5 Red Button Digital is entitled to have the Agreement carried out by third parties wholly or in part, or to engage third parties for the performance of the Agreement.

4.6 Services are deemed to have been accepted if the Client has not substantiated in writing and in detail, within five (5) working days after delivery of the Services concerned, the reason(s) why the Services have not been accepted. If the Services are not accepted and the Client can sufficiently demonstrate that the Services provided do not fulfill the Agreement, Red Button Digital shall replace or adapt the Services within a reasonable deadline. If the Client again does not accept the Services, the Parties shall perform the acceptance procedure again. In that event, the Client shall substantiate the reason(s) why the Services provided are necessary to fulfill the Agreement, in order for the costs of such repair work by Red Button Digital to be borne by Red Button Digital. In the absence of such substantiation, the costs of such repair work shall be borne by the Client.

4.7 The Services described in the agreement must be carried out within 6 months after approval of the Agreement, unless otherwise agreed. If the work cannot be commenced and completed within 6 months, then the tasks and obligations specified in the Agreement will expire.

5 PRICES AND TERMS OF PAYMENT

5.1 All prices are exclusive of turnover tax (VAT) and other government levies. The prices are based on performance during regular working hours.

5.2 Works not included in the quotation by Red Button Digital are not covered by the Agreement and may lead to an overall price increase.

5.3 Unless explicitly agreed otherwise in writing, price indications, estimates, budgets and/or cost estimates issued by Red Button Digital are merely for information purposes, and no rights or expectations may be derived from them. Only if the Parties have agreed so, Red Button Digital is obligated to inform the Client when a cost estimate or estimate will be exceeded.

5.4 All prices indicated in writing or electronically by Red Button Digital are subject to programming and typing errors or spelling mistakes. Red Button Digital is not bound by such errors and/or spelling mistakes.

5.5 Parties agree upon the date or dates on which Red Button Digital charges the fee for Services to the Client in the Agreement. The Client pays the invoices in accordance with the terms of payment stated on the invoice. In the absence of a specific payment term in the Agreement, the Client pays within thirty (30) calendar days after the invoice date. All payments will be made without any deduction, suspension or set off.

5.6 Payments made by the Client shall first be used to pay all due interest and costs, and then the payable invoices which have been outstanding the longest, even when the Client states that the payment relates to a later invoice.

5.7 If the Client does not pay the amounts due on time, the Client is in default and automatically owes the statutory commercial interest on - and on top of - the outstanding amount, without any demand or notice of default being required. If after a reminder by Red Button Digital the Client still fails to fulfill its payment obligations, Red Button Digital may refer the debt for collection to a third party (e.g. a bailiff) in which case the Client is obligated to pay, all judicial and extrajudicial costs,

5.8 Red Button Digital is entitled to retain Services that are still in its possession if the Client does not comply with its payment obligations, regardless of whether the arrears are related to the Services that are being retained by Red Button Digital.

5.9 During the term of an Agreement, Red Button Digital is authorized to increase and/or index the prices for its Services annually with effect from 1 January, in conformity with the price index figure for that preceding calendar year as published by the Dutch Central Bureau for Statistics (Centraal Bureau voor de Statistiek) (consumer price index for 'all households'), plus a maximum of twenty-five percent (25%). Red Button Digital is entitled to implement the cost increase at a later date if it finds this desirable from an administrative point of view.

5.10 Any comments or complaints regarding invoices, bills and fee statements must be made in writing by the Client to Red Button Digital within fourteen (14) calendar days after receipt of such invoice, bill or fee statement, in the absence of which the invoice, bill or fee statement is deemed to have been accepted by the Client. Any filed comments or complaints do not suspend the payment obligations of the Client.

5.11 Red Button Digital is entitled to send the Client interim invoices and/or to invoice on the basis of advance payments, to offset or to require any form of security by the Client.

5.12 The Client agrees to electronic invoicing by Red Button Digital.

5.13 In the event that the financial position of the Client changes during the performance of the Agreement, Red Button Digital is entitled to quit any further execution of the Agreement wholly or partially or to change the terms of payment.

6. CHANGES TO THE ASSIGNMENT AND/OR EXTRA WORK

6.1 The Client accepts that the time schedule of the Agreement may be affected when the scope of the Agreement is expanded and/or altered while the Agreement is being performed by Red Button Digital. If such alteration affects the agreed upon remuneration, Red Button Digital reports this as quickly as possible to the Client.

6.2 When any supplemental requests or wishes of the Client result in an alteration of the Agreement following which Red Button Digital must carry out additional works, such additional works will be charged to the Client based on actual costs at the usual rates that apply at that time, unless explicitly agreed otherwise in writing.

7 OBLIGATIONS OF THE CLIENT

7.1 The Client ensures that all data and/or information that Red Button Digital has indicated to be necessary, or which the Client reasonably ought to understand to be necessary for the performance of the Agreement by Red Button Digital, including information about legislation or regulations to be complied with by Red Button Digital that applies specifically to the Client's field of work, are timely disclosed to Red Button Digital by the Client and the Client fully cooperates with Red Button Digital insofar as the latter requires. Quotations and offers issued by Red Button Digital as well as the Agreement concluded afterwards are based on the information disclosed by the Client. Red Button Digital shall not be liable for any loss and/or damages which arise due to it

when work is based on inaccurate and/or incomplete details and information provided by the Client.

7.2 If data needed for the performance of the Agreement is not timely disclosed to Red Button Digital, Red Button Digital shall be entitled to suspend its performance of the Agreement and/or to charge to the Client any additional costs arising from the delay at the usual rates that apply at that time.

7.3 If, within the framework of the Agreement, Red Button Digital discloses any user names and/or passwords to the Client, the Client is responsible for the correct use of these user names and/or passwords and is entirely liable for any misuse made of the user names or passwords, unless such misuse is the result of intent or gross negligence on the part of Red Button Digital.

7.4 If Red Button Digital discloses user names and/or passwords within the framework of the Agreement, the Client is prohibited from disclosing, publishing and/or sharing these user names and/or passwords to third parties without Red Button Digital's explicit written consent.

8 TERMINATION, PREMATURE TERMINATION AND THE RELATED CONSEQUENCES

8.1 An Agreement is in effect as of the date stated in Section 3 for the term agreed upon in writing between the Parties and ends by operation of law on the date as agreed upon by the Parties or when the Services provided by Red Button Digital have been completed.

8.2 Unless explicitly agreed otherwise in writing, the Parties can terminate the Agreement prematurely in writing subject to a notice period of three (3) months. If the Client terminates the Agreement prematurely, Red Button Digital is entitled to charge cancellation costs (including, but not limited to, costs already incurred in connection with the scheduling of personnel by Red Button Digital who can no longer be deployed elsewhere because of the change and/or cancellation of the Assignment).

8.3 Red Button Digital is entitled to terminate the Agreement wholly or in part with immediate effect, without judicial intervention and without being obligated to pay any loss and/or damages or any other form of compensation to the client, in the event

- (i) the Client is declared bankrupt or is granted a suspension of payments; as well as
- (ii) the Client's business is closed down or liquidated other than for the purposes of reconstruction or merger of companies, or
- (iii) if the decisive control of the Client's business changes (change of control).

8.4 The Agreement may only be terminated on the basis of an attributable breach of the Agreement after a written notice of default has been sent by the Client to Red Button Digital that is as detailed as possible, with a reasonable term being set for fulfillment or remedy of the failure by Red Button Digital, unless these Conditions or the law provide otherwise.

8.5 If the Agreement is terminated, anything Red Button Digital has already delivered to and/or carried out for the Client under the Agreement as well as the related payment obligations of the Client shall not be (come) undone and/or undue, unless the Client proves that Red Button Digital is in default with regard to the material part of those Services. Amounts which Red Button Digital has invoiced before the dissolution of the Agreement, relating to Services already provided or performed under the Agreement, shall remain due and payable at the moment of dissolution.

8.6 In the event of dissolution of the Agreement, all rights granted to the Client automatically lapse, except for those IP-Rights that have been transferred to the Client or for which it has been agreed in writing at the time of dissolution of the Agreement that they will continue. In the event of dissolution of the Agreement, Client shall no longer be entitled to make use of the Services and/or all other granted rights.

8.7 Sections that, by their nature, are intended to continue to apply after the end of the Agreement shall remain fully effective after the Agreement is terminated, including, but not limited to, the sections relating to confidentiality, applicable law and competent courts.

9 IP-RIGHTS

9.1 Unless explicitly determined otherwise in the Agreement, all IP-rights to all the Services provided within the framework of the Agreement, as well as all other materials or information which Red Button Digital has made available shall be vested exclusively in Red Button Digital and/or its licensors.

9.2 Any IP Rights arising in whole or in part on the part of the Client in the context of the Services provided under the Agreement shall be vested exclusively in Red Button Digital and/or its licensors. If otherwise agreed the IP Rights will be transferred from Red Button Digital to the Client under the condition precedent as set out in the Agreement, including - but not limited to - full payment by the Client of the agreed fees to Red Button Digital for the Services to be provided. To the extent that any further legal acts are required for this transfer, both parties shall cooperate with it. Nothing in these Conditions implies a transfer of IP Rights by Red Button Digital to Client.

9.4 Red Button Digital explicitly does not relinquish its personal rights referred to in Section 25 of the Dutch Copyright Act.

9.5 Red Button Digital is permitted to use the Services and the materials used for the implementation of the Agreement, such as designs, drawings, films, software, files whether electronic or otherwise, reports, formats and interviews, for purposes of its own promotion and/or publicity, unless otherwise stipulated in the Agreement.

9.6 Red Button Digital reserves the right to introduce technical protective measures into the Services. The Client is not permitted to circumvent these technical protective measures or to offer means to do so.

10 CONSULTANCY

10.1 All Consultancy Services provided by Red Button Digital shall be performed subject to the provisions in the Agreement.

10.2 In performing the Services, Red Button Digital shall exercise the greatest possible care with regard to the Client's interests. In particular, Red Button Digital shall made an effort to ensure the secrecy of all the data and information made available by the Client to Red Button Digital within the framework of the Agreement.

10.3 If the Agreement has been concluded for Consultancy Services provided by a particular person, Red Button Digital shall always be entitled to replace that person with one or more other equally qualified persons.

10.4 The Client shall provide an adequate and safe work area, insofar as the Consultancy Services are performed at the Client. The Client shall ensure that employees of Red Button Digital are informed about any local health and safety regulations.

10.5 The Client shall ensure that its employees and other independent contracting parties fully cooperate with (employees of) Red Button Digital in the provision of Consultancy Services and shall adequately provide (employees of) Red Button Digital with all the information that is reasonably required in order to properly perform the Consultancy Services.

10.6 The Client shall reimburse Red Button Digital for travel and other expenses incurred in providing such Services.

10.7 The Client can also order training sessions from Red Button Digital (planned lessons on location at Red Button Digital, on-site or virtually) at full rates and on days recorded in the Agreement.

10.8 Supplementary to Section 12 of the Conditions, Red Button Digital cannot, in any way, be held liable for the Consultancy Services provided and the possible consequences thereof.

12 LIABILITY

12.1 Except in the event of intent or gross negligence by Red Button Digital, any liability of Red Button Digital on account of (i) an attributable failure to perform the Agreement; (ii) in tort; or (iii) for any other reason, expressly including any failure in the performance of a warranty obligation agreed with Client (hereinafter: a "Liability Event"), shall be limited to compensation of the direct damage suffered by Client up to a maximum of the amount invoiced by Red Button Digital to Client 12 months up to the date of the Liability Event in the context of the Agreement (excluding third-party fees and VAT) and paid by Client in a timely manner. Except for cases as referred to in Section 12.2 of these Terms and Conditions, Red Button Digital's total liability for damage, on any account whatsoever, shall never exceed €5,000 (five thousand euros). A series of interrelated failures shall be regarded as one Liability Event.

12.2 The liability of Red Button Digital for any loss and/or damages by death, physical injury or material damage to property shall, in total, never exceed €5,000 (five thousand euros).

12.3 Red Button Digital shall not be liable for indirect loss or damages, consequential damage, lost profit, missed savings, reduced goodwill, damage due to operational delays, damage as a consequence of claims by purchasers of the Client, damage relating to the use of third-party goods, materials or software prescribed to Red Button Digital by the Client and damage relating to the engagement of third parties prescribed by the Client to Red Button Digital. Nor is Red Button Digital liable due to deformation, destruction or loss of data or documents.

12.4 Red Button Digital shall not be liable for any loss and/or damages which is covered by any insurance taken out by the Client.

12.5 Red Button Digital shall not be liable for fines imposed by legal authorities like the gambling authority, the privacy protection authority and any other authority authorized to issue fines.

12.6 The exclusions and restrictions of Red Button Digital's liability, as described in the above paragraphs of this Section 12, do not in any way prejudice the exclusions or restrictions of Red Button Digital on account of this general part of these Conditions and the Schedule.

12.7 Unless fulfillment by Red Button Digital is permanently impossible, liability on the part of Red Button Digital due to attributable failure in the fulfillment of an Agreement shall only arise after the Client has immediately placed Red Button Digital in default in writing, whereby a reasonable deadline for rectification of such failure has been set and Red Button Digital continues, even after such deadline, to fail culpably in the fulfillment of its obligations. The notice of default must include as complete and detailed a description of the failure as possible, so that Red Button Digital has the opportunity to respond adequately.

12.8 Any right to compensation is always subject to the Client reporting the damage as quickly as possible, but in any event within thirty (30) calendar days after it has arisen. If Red Button Digital is not informed by the aforementioned deadline, Red Button Digital shall be released from any liability in connection with said damage. Any claim for compensation against Red Button Digital shall cease to exist simply by the passage of twelve (12) months after the claim arose.

12.9 Any right to compensation for the Liability Event shall cease to exist simply by the passage of three (3) months after the Agreement is ended: (1) Because the agreement has been (partially) executed and accepted by the Client. (2) Because the agreement has been terminated by one of the Parties.

12.10 The Client shall bear the full risk and responsibility for its use of the Services. Red Button Digital does not accept any liability for use of the Services by the Client. The Client indemnifies Red Button Digital against all third-party claims in connection with the performance of the Agreement and/or resulting from the use of the Services by the Client.

12.11 The Client shall indemnify Red Button Digital against all third-party claims due to product liability as a consequence of a defect in a product or system supplied by the Client to third parties and which consisted partly of equipment, software or other materials supplied by Red Button Digital.

12.12 The provisions in this Section 12, as well as all other liability restrictions and exclusions referred to in these Conditions, also apply for the benefit of all legal entities/persons which Red Button Digital serves during the performance of the Agreement.

13 NON-SOLLICITATION

13.1 During the term of the Agreement, upon termination (for any reason) or termination/expiration of the Agreement, the Client will not, either directly or indirectly (i) solicit, induce or attempt to induce, any employee or independent contractor of Red Button Digital to terminate his or her employment or other engagement with Red Button Digital, or (ii) hire or recruit, or attempt to hire or recruit, or engage or attempt to engage as independent contractor, any person who was employed or otherwise engaged by Red Button Digital at any time during the term of the Agreement, provided that this clause 13.1 shall not apply to the recruitment or hiring or other engagement of any individual whose employment or other engagement with Red Button Digital ended at least six (6) months before the recruitment, hiring, or other engagement.

13.2 In the event that the Client breaches any of its obligations under this clause 13.1 it shall immediately, without any further action or formality being required, become liable to Red Button Digital for an immediately due and payable penalty of € 75,000 (seventy-five thousand euros).

14 FORCE MAJEURE

14.1 In the event of force majeure (unforeseeable circumstances that prevent someone from fulfilling a contract) , no attributable failure applies in the performance of the Agreement by the Parties.

14.2 Force majeure includes, among other things, disruptions in the supply of electricity, strikes or work interruptions (werkonderbrekingen), riots, government measures, fire, natural disasters, floods, failure on the part of Red Button Digital's suppliers, failure on the part of third parties enlisted by the Parties, disruptions in the Internet connection, malfunctions in equipment and/or (telecommunication) networks and other unforeseen circumstances.

14.3 If the force majeure lasts at least thirty (30) days, the Parties are entitled to terminate the Agreement without being obligated to reimburse any loss or damages, undo any work that has been carried out by Red Button Digital or to pay any damages or any other form of compensation for such dissolution.

14.4 If Red Button Digital can still perform in part at the time of the force majeure, or if it has performed, it is authorized to perform this Service and to invoice it separately, as if it were a separate Agreement.

15. DEVELOPMENT OF APPLICATIONS

15.1 Red Button Digital shall make an effort to develop the Application or perform the Service pursuant to the specifications included in the Agreement.

15.2 Red Button Digital may use existing or future generic software on which it has or shall have IP Rights ("Background IP") to develop the Application. Background IP is distinguished from the IP rights to the tailor-made software developed for the Client in the execution of the order ("Foreground IP"), without which the Application could not exist. Background IP can never be Foreground IP (too).

15.3 Red Button Digital shall be entitled to demand a written agreement for a design and/or draft of the Application and/or Service before starting the development, and to suspend the development and to charge the Client any costs resulting from the delay in accordance with the Client's usual rates until this agreement has been received.

15.4 Red Button Digital shall make an effort to deliver the Application and/or Service in the manner determined in the Agreement by way of an acceptance test or preview link, it has been agreed that the Application and/or Service shall be deemed to be accepted on the first day after the test period or, if Red Button Digital receives a test report before the end of the test period at the moment at which the errors referred to therein have been rectified, without prejudice to the presence of errors which do not prevent acceptance.

15.4 Contrary to the above, the Application and/or Service shall be deemed to be fully accepted from the time that the Client puts it online or uses it in another way for productive or operational purposes before it has been accepted.

15.5 If, during the performance of the agreed acceptance test, it transpires that the Application and/or Service contains errors that obstruct the progress of the acceptance test, the Client shall provide detailed written information of this to Red Button Digital, in which case the test period will be interrupted until the Application and/or Service has been modified in such a way that the obstruction has been removed.

15.6 If, during the performance of the agreed acceptance test, it transpires that the Application and/or Service contains errors, the Client shall inform Red Button Digital of the errors by means of a detailed written test report no later than on the last day of the test period. Red Button Digital shall use its best endeavors to remedy the errors within a reasonable period, whereby Red Button Digital shall be entitled to introduce temporary solutions or software bypasses or problem-evading restrictions into the Application and/or Service.

15.7 The Client may not withhold acceptance of the Application and/or Service for (i) reasons other than those that are connected with the specifications explicitly agreed between the Parties and/or (ii) due to the existence of minor errors, i.e. errors which would not reasonably preclude putting the Website and/or App and/or Service into operation, notwithstanding Red Button Digital's obligation to remedy these minor errors on the basis of the guarantee arrangement set out in Section 5 of this Annex, if applicable.

15.8 Red Button Digital shall not be obligated to rectify any errors if these have come about as a consequence of: (i) a modification to the Application and/or Service, of any nature whatsoever, which has not been made by Red Button Digital; (ii) use of the Application and/or Service in a manner which is not allowed on the basis of the Agreement; (iii) incorrect use of the Application

and/or Service, by the Client or another party; or (iv) input errors or errors connected with the data used by the Client.

15.9 If the Application and/or Service is delivered and tested in phases and/or parts, non-acceptance of a particular phase and/or part shall not affect any acceptance made of a previous phase and/or different part.

15.10 After the Client has performed the acceptance test and has accepted the Application and/or Service, Red Button Digital shall charge costs for the performance of (rectification) work unless agreed otherwise in writing.

15.11 Unless agreed otherwise in writing, Red Button Digital does not guarantee that the Application and/or Service functions, or functions properly, in combination with all software (including web browsers, and/or equipment) nor does Red Button Digital guarantee that the Application and/or Service functions and/or is accessible without malfunctions, interruptions, or other errors.

15.12 If Red Button Digital delivers a Application and/or Service to the Client which Red Button Digital has obtained from its suppliers, Red Button Digital shall not be obligated vis-à-vis the Client to provide any additional guarantee than that which Red Button Digital can claim from its supplier.

15.13 Parties fully cooperate with (employees of) Red Button Digital in the provision of Consultancy Services and shall adequately provide (employees of) Red Button Digital with all the information that is reasonably required in order to properly perform the Consultancy Services.

16 HOSTING SERVICES

16.1 Arrangements regarding Service levels shall be set out in a Service Level Agreement (SLA).

16.2 Red Button Digital shall endeavor to enable the Hosting Services to be used with as little disruption as possible.

16.3 Red Button Digital shall not be liable for any non-availability or reduced availability of the Hosting Services as a consequence of a power cut or power disruption, disruptions in telecommunications or the Internet, defects to the Client's equipment or software and/or all other causes beyond Red Button Digital's control.

16.4 Red Button Digital shall have the right to temporarily close down the Hosting Services or to limit the use of them for maintenance work or for adjustments to the system, and it shall inform the Client of this in advance. In that case the Client shall not be entitled to any form of compensation.

16.5 If the Client does not wish to continue the collaboration with Red Button Digital after the end of the term of the Agreement, Red Button Digital shall cooperate with a transfer of the Hosting activities to third parties for the applicable Red Button Digital rates. The transfer can only be done if (i) the hosting is not part of the full package (as with games of Ratsibambam), (ii) the Application does not contain any IP rights of Red Button Digital.

17 DATA PROCESSING

17.1 If data is processed with the service, the data can be removed, accessed and exported via an admin tool during the campaign period up to a maximum of 1 week after the campaign period. This applies only to Service(s) and/or Application(s) with an admin tool with these capabilities.

17.2 In the event that Red Button Digital processes personal data, either directly or indirectly, on behalf of the Client, a data processing agreement must be signed prior to the assignment.

17.3 Any processing agreements including fines will not be accepted.

17.4 The Client is responsible for drafting and sharing the rules for processing the data prior to the assignment. Any additional costs incurred to implement or address these rules by Red Button Digital are invoiced to the Client.

17.5 The Client is (legally) responsible for testing and ensuring compliance with the data processing agreement and GDPR by Red Button Digital. If a fine is imposed due to non-compliance with a data processing agreement and/or GDPR regulations, it is in any case the responsibility of the Client. The fine cannot be shifted to Red Button Digital.

17.6 Deletion of data. The server, the Application(s), the files, uploads, personal data and the collected data are permanently deleted 1 week after the campaign period, unless otherwise agreed in advance. The client will receive a minimum of 5 days' notice via email about the removal.