



SHORTENED DELIVERY CONDITIONS

1. GENERAL AGREEMENTS

- 1.1** This contract concerns a subscription with delivery of software and rental of the music files for a period of 39 updates or if otherwise agreed as stated on the front of the contract.
- 1.2** The renting of the music files takes place under license from Buma, Stemra, Sabam and NVPI and are copyright protected.
- 1.3** JUUQO can change the General Delivery Conditions or the Shortened Delivery Conditions and the rates.
- 1.4** If the customer wishes to view the General Terms of Delivery in advance, these will be handed over or sent on request.

2. PROPERTY RIGHTS

- 2.1** The music files and the JUUQO software package, including software dongle (license key) are rented for a period as agreed in the update contract and remain the property of JUUQO according to the provisions of the rights organizations.
- 2.2** The music files and the JUUQO software never become property.
- 2.3** The customer will only use the music files for playing background music in department stores, catering establishments, factories, workshops, offices or similar spaces that are used in the context of his business and will refrain from any other use of these music files.

3. COPIES / MISUSE

- 3.1** The customer is strictly prohibited from copying, changing, selling, copying, changing, selling the JUUQO software, the dongle and the music files, rent or make available to third parties. If one will try the JUUQO software and / or the music files, to unlawfully copy, change or in any way misuse the JUUQO files are no longer usable.
- 3.2** For the reinstallation of the JUUQO files, € 500 excluding VAT will be charged.
- 3.3** Any violation detected by JUUQO will without any exception lead to legal proceedings.

4. CONTRACT

- 4.1** The contract is valid for a period of 3 years and will be tacitly extended by one year each time.
- 4.2** The contract takes effect on the first invoice date of the subscription fees.
- 4.3** Within the contractual term of the contract, the customer cannot convert the subscription to another subscription unless JUUQO grants written permission for this by means of a new contract signed by the customer.
- 4.4** JUUQO supplies the use of its music software and music rental files for this purpose and provides the customer with 180 credits per 4 weeks. These 180 credits can be used to download 180 titles from the JUUQO music server.

5. PAYMENT

- 5.1** The subscription fees of the contract will be collected from the customer once per quarter per European Sepa authorization. The customer ensures that there is sufficient balance in his / her bank account. In case of payment other than direct debit, a surcharge of € 2.50 is applied charged, per invoice. If JUUQO has given permission to pay other than via automatic Sepa authorization the customer must pay the subscription fees within 8 days.
- 5.2** JUUQO will make the invoice available free of charge and mail it to the customer. Prefer an invoice by post. That can be here additional costs of € 2.50 per invoice.
- 5.3** From the date that the customer is in default, JUUQO will charge administration costs of € 7.50 per reminder sent, from the due date of the account, JUUQO can charge the statutory interest per month.
- 5.4** JUUQO will no longer provide support in the event of repeated requests in connection with not receiving the subscription fees and the music software can be temporarily blocked. This does not relieve you of your financial obligation.



6. TERMINATION

- 6.1** The contract must be terminated by registered mail to JUUQO at least three months before the end date of the contract.
- 6.2** The customer will then receive written confirmation of the cancellation stating the end of the contract date.
- 6.3** At the end of the contract date, the license dongle must be returned by registered mail (if applicable) and the files to be deleted from your computer.
- 6.4** In case of late return of the license dongle (if applicable) as indicated in the confirmation of the cancellation the current contract continues with all its financial obligations.
- 6.5** In the event of premature termination of the contract, the customer is obliged to pay the subscription fees for the remaining duration of the update contract without any discounts.
- 6.6** Failure of the hardware equipment, for whatever reason, does not imply that the contract is terminated can be considered.

7. FAULTS

- 7.1** The customer is entitled to the telephone helpdesk of JUUQO for solving malfunctions of the JUUQO software.
- 7.2** JUUQO does not provide support and / or support for the hardware that is not supplied by JUUQO.
- 7.3** If the failure does not relate to the JUUQO program, but is caused by external problems, JUUQO send an invoice for the man hours worked.
- 7.4** If a full service contract has been concluded, the reported malfunctions will be resolved, if possible, within 24 hours without additional costs with the exception of parts that are no longer covered by the manufacturer's warranty. See also point 7.3.
- 7.5** With self service you can use the telephone helpdesk. When driving out for malfunctions, if there is no full service contract the call-out costs, man hours and used parts, which are not covered by the warranty, will be charged to the customer.

8. LIABILITY

- 8.1** JUUQO cannot be held responsible for the failure of the computer and / or the music and is for this in no way liable.

Extensive delivery and sales conditions have been filed with the Chamber of Commerce East Netherlands under no. 08084661 and are available on request.

Almelo, October 2020