

## TERMS AND CONDITIONS (FOR LICENSE) EMDR-VR B.V. [September 2020]

### Article 1 Definitions

In these Terms and Conditions, the following terms are meant to be understood as follows:

- 1.1 Terms and Conditions** : the present Terms and Conditions of EMDR-VR B.V.;
- 1.2 Service** : the rendering of Services as commissioned by the Customer pursuant to an Agreement to this end.
- 1.3 Customer** : each legal entity to whom a Licence is given by EMDR-VR and/or to whom Services are rendered.
- 1.4 Durable Information Carrier** : each resource which enables the Consumer or EMDR-VR B.V. to store information directed to them personally, in a way which makes future consultation and unchanged reproduction of the stored information possible.
- 1.5 Licence**: the right to the use of Software;
- 1.6 Licence Agreement**: Agreement to provide a Licence.
- 1.7 Software**: Software, in which the EMDR protocol will be run through with the help of a VR headset.
- 1.8 Technology for distance communication** : resource that can be used to conclude an Agreement, without requiring the Consumer and EMDR-VR B.V. to come together in the same area;

### Article 2 Identity of the company

The private company with limited liability EMDR-VR B.V. (hereinafter: "EMDR-VR")

Telephone number: +31 (0)85 2007339

Business address: Wilhelminasingel 43, 6221BG Maastricht, The Netherlands

Visiting address: Spilstraat 6C20, 6211CP Maastricht, The Netherlands

Bank: ING N.V.

IBAN: NL73 INGB 0008 2218 81

Email address: [info@psylaris.com](mailto:info@psylaris.com)

Chamber of Commerce number: 70390185

VAT(BTW) identification number: NL858304843B01

### Article 3 Applicability

- 3.1** These Terms and Conditions (hereinafter: Conditions) apply to all offers, quotations, assignments and/or (distance) Agreements between EMDR-VR and the Customer, entailing the provision of a Licence and/or the rendering of Services and its execution.
- 3.2** Before a Distance Agreement is concluded with a Consumer, the text of these Terms and Conditions is made available to the Consumer.
- 3.3** Any terms and conditions used by the Customer are not binding to EMDR-VR, unless EMDR-VR Stated otherwise.
- 3.4** If EMDR-VR has agreed in writing with the applicability of one or more deviating conditions, then these Terms and Conditions will otherwise remain intact.
- 3.5** If any provision of these Terms and Conditions is void or voidable, in whole or in part, then the other provisions of these Terms and Conditions remain in full force and effect. In that case, the Parties enter into consultation with the objective to agree upon a new provision to replace the void or voided provision.

### Article 4 Licence

4.1 The Software is licensed in all cases.

4.2 The Licence can be given to the Customer per month and is, in that case, terminable on a monthly basis. The Licence can also be given per year and is, in that case, terminable in a yearly basis. When acquiring a yearly license with a monthly payment, the software is terminable on a yearly basis. Termination is possible by sending a request to [info@psylaris.com](mailto:info@psylaris.com) or calling +31 (0)85 2007339.

## **Article 5 Offers and quotations**

5.1 EMDR-VR refers to the prices on the website for the prices of the Licence.

5.2 The applicable price is the price which is indicated at the moment of the order on the website, unless deviated from in writing.

5.3 EMDR-VR is entitled to change the monthly or yearly Licence price owed if changed market prices or other developments gives to this, such as changes of labour costs, government measures, exchange rates, taxes, rights, levies etc. EMDR-VR will notify the Customer of any price increase as soon as possible and in writing. If the price increase takes place within four (4) months after concluding an Agreement and amounts to more than nine (9) % of the original price, then the Customer has the right to invoke the dissolution of the Agreement by email within fourteen (14) days after the written communication referred to in the previous sentence has been sent, upon default of which he is considered to agree with the price increase.

## **Article 6 Agreements and changes**

6.1 Changes in the execution of the assignment desired by the Customer after placement of an assignment, have to be communicated by the Customer to EMDR-VR in a timely manner and in writing and only bind EMDR-VR if these agreement/promises are confirmed by EMDR-VR in writing. For assignments given orally or by telephone and/or changes to its execution, the Customer bears the risk in the matter of its (correct) implementation.

6.2 EMDR-VR grants a non-exclusive, non-assignable revocable and non-transferable license to the Customer of the product(s) of EMDR-VR for the customer. The customer agrees that only the Customer can use their user account and Licence and/or have access to it.

6.3 The Agreement to provide Services in the form of a subscription is concluded for an undetermined period until notice of termination. Notice of termination by EMDR-VR or the Customer needs to occur with due observance of one month as notice period.

## **Article 8 Payment**

8.1 For sales other than distant, payment needs to take place within 14 Days after the invoice date by transfer of the amount due to the IBAN account as noted on the invoice or by means of direct debit. Payment by the Customer needs to be done only in the currency in which the agreed upon prices are listed, unless agreed upon otherwise in writing. Any currency risk is at the expense of the Customer

8.2 For distant sales, the Licence Price needs to be paid immediately. The Customer agrees with payment of the fixed and periodic reimbursements to be determined by EMDR-VR for the provided Licence.

8.3 The Customer hereby waives his settlement and suspension rights.

8.4 If the Customer does not meet his payment obligation from Article 8.1 and 8.2 of these Terms and Conditions, then the Customer is in default without the requirement of any further reminder of notice of default. EMDR-VR will then have the right to terminate the Agreement with the Customer in whole or in part or to suspend its execution, in which case the Customer will be fully liable for the damage suffered and to suffer by EMDR-VR. Furthermore, the Customer - without prejudice to the other rights of EMDR-VR - owes a monthly interest of two (2) % on (the still payable part of) the invoice amount starting from the Day on which the payment term was exceeded up to the time of the full payment of the invoice amount. EMDR-VR will then also be entitled to require immediate payment of all still outstanding invoices and to suspend further access to the Software until the moment that the entire invoice amount has been paid, or satisfactory security has been provided for it.

8.5 All judicial and extrajudicial collection costs, which EMDR-VR incurs as a result of the failure of performance by the Customer of the payment obligations, are at the expense of the Customer.

## **Article 10 Warranty Software**

**10.1** EMDR-VR has as objective that the Software offers the functionality described in the manual. However, because of its nature, EMDR-VR cannot guarantee that the Software will function without errors and/or interruptions.

**10.2** EMDR-VR is not bound to execute any warranty obligation, if the Customer has not fully, not adequately or not in a timely manner complied with any obligation towards EMDR-VR at the moment that the Customer invokes the warranty.

**10.3** Each warranty comes to lapse if the Customer makes or effects any changes or repairs pertaining to the Software on his own, if the Software is used for purposes other than those agreed upon, or is handled or maintained in a careless or improper way.

**10.4** Whenever the Software is installed for use along with other products which have not been supplied by EMDR-VR, the Customer – ruling out any liability for EMDR-VR – will bear the full responsibility for the correct installation of these products.

## **Article 11 Liability**

**11.1** The liability of EMDR-VR is limited to performance of the warranty obligations specified in Article 10 of these Terms and Conditions. Each farther-reaching or other liability for lack of proper functioning, incorrect performance or other failure of EMDR-VR or for (consequential) damage or loss with the Customer or third parties, pursuant to any reason whatsoever (except for the case of malicious intent or gross negligence), is expressly ruled out to the extent that this is allowed by law.

**11.2** EMDR-VR is not a medical organisation and does not provide medical advice or diagnoses for the Customer. The content of printed or other material provided to you or published on the website or the apps of EMDR-VR should not be considered as medical advice or such a diagnosis by the Customer. The program set up by EMDR-VR service provider should not be considered to be a replacement for a consult, assessment or treatment by a doctor or specialist. A Customer with a health condition is expressly recommended to seek professional medical advice before commencing with the Software of EMDR-VR.

**11.3** EMDR-VR B.V. is not responsible or liable in any manner for any damages or losses that result from use of EMDR-VR B.V.'s software or the hardware used to run it. This is including but not limited to material, psychological, physical damages or losses in any way, shape, or form. The licensed software may only be used by personnel with sufficient training and expertise.

**11.4** All copies and distribution of the software shall remain within the direct control of the customer and its representatives. In no way does this license confer any right to the customer to license, sublicense, sell, or otherwise authorize the use of the software, whether in executable form, source code or otherwise, by any third parties, except after consent of EMDR-VR B.V..

**11.5** EMDR-VR B.V. and the customer indemnify and shall defend and hold harmless each other, their parent companies and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense.

## **Article 12 Intellectual and industrial property rights**

**12.1** EMDR-VR reserves all intellectual and industrial property rights pertaining to offers made by EMDR-VR, as well as pertaining to drawings, designs, programming, descriptions, models, Software, hardware and such provided or manufactured by EMDR-VR, as well as pertaining to information involved in these matters or underlying them.

**12.2** The Customer guarantees that what is set out in Article 12.1, except to the extent necessary to execute the Agreement, is not spread, disclosed, saved or otherwise used other than with the written permission of EMDR-VR.

**12.3** EMDR-VR does not accept any liability for breaches of intellectual or industrial property rights of third parties, which are caused by changes made in the Software without permission from EMDR-VR.

## **Article 13 Provision of security**

**13.1** If there is a cause for EMDR-VR to suspect that the Customer will not be able to comply with

obligations pursuant to the Agreement, then the Customer is obligated to provide sufficient security at the first request of EMDR-VR for the full performance of obligations pertaining to Agreements carried out or still to be carried out in whole or in part by EMDR-VR, in a way to be indicated by EMDR-VR.

#### **Article 14 Suspension, dissolution, force majeure**

**14.1** If the Customer fails in any way towards EMDR-VR in the performance of any obligation, as well as in the event of a request for suspension of payment, obtained (preliminary) suspension of payment, request, registration or claim for bankruptcy, bankruptcy, winding-up or interruption of (a part of) the business activities of the other party, then EMDR-VR is, without prejudice to the other rights accruing to EMDR-VR and without any obligation for damages, entitled to, without notice of default or judicial intervention being required:

-to suspend the performance of the Agreement until payment of all which the Customer owes to EMDR-VR has been sufficiently secured; and/or

-to suspend all its own payment obligations, if any; and/or

-to dissolve each Agreement with the Customer in whole or in part;

all without prejudice to the obligation of the Customer for payment of already rendered Services and without affecting the other rights of EMDR-VR, including those related to damages.

**14.2** In the event of impediment on the side of EMDR-VR to execute the Agreement as a result of force majeure, EMDR-VR is entitled to suspend the performance of the Agreement without judicial intervention or to dissolve the Agreement in whole or in part, without being bound to any damages.

**14.3** There is force majeure in the event of each circumstance, out of control of EMDR-VR, as a result of which performance of the Agreement is impeded permanently or temporarily, as well as, to the extent not already included, war, danger of war, civil war, riot, work strike, fire and every other disruption in the company of EMDR-VR of its suppliers. There is also force majeure if one of the suppliers, with whom EMDR-VR is in business in relation to the performance of the Agreement with the Customer, remains in default with timely and/or sound delivery.

#### **Article 15 Transfer of rights and obligations**

**15.1** The Customer is not allowed to transfer rights and/or obligations which follow from any Agreement with EMDR-VR to third parties or provide security towards receivables of third parties, without prior written permission from EMDR-VR.

#### **Article 16 Applicable law, competent court**

**16.1** The Dutch law exclusively applies to these Terms and Conditions, as well as to all legal relationships between EMDR-VR and the Customer, also if the Consumer resides abroad.

**16.2** To the extent that the law does not prescribe otherwise by mandatory law, only the District Court of Amsterdam will at first have jurisdiction to rule on disputes which may arise following (the execution of) any Agreement between EMDR-VR and the Customer as well as disputes pertaining to (any provision of) these Terms and Conditions, also for the purpose of obtaining preliminary relief.