

TERMS AND CONDITIONS

RENTAL MEMORY LANE INCLUDING SUBSCRIPTION

These general terms and conditions relate to the rental of a Memory Lane tablet including a subscription, an initiative of Roxelane Care B.V., established in Utrecht (3526 KS) at Europalaan 400.

- **Definitions**
- In these Terms and Conditions (as defined below), the following terms (written with a capital letter) have the meanings specified below.

Offer	an invitation addressed by Roxelane to a Hirer to place an order with regard to the Product;
Terms and Conditions	these terms and conditions;
Article	an article of these Terms and Conditions;
Money back guarantee period	the period of 30 days within which the Hirer can make use of his Right of Withdrawal;
Guarantee period	the period of two years after the conclusion of the Agreement within which the Hirer is entitled to replacement or repair of the Product in the event of a defect in the Product;
Right of withdrawal	the option of the Hirer to dissolve the Agreement within the Money back guarantee Period;
Hirer	the natural person with whom the Agreement is concluded;
Agreement	an agreement concluded between Roxelane and the Hirer with regard to the rental of the Product and the inextricably linked subscription to the Software;
Parties	Roxelane and the Hirer jointly;
Monthly Fee	the total price per month stated in the Offer, consisting of the rental price of the Product per month and the subscription price of the Software per month;
Product	the Memory Lane tablet including the Software, with all accessories supplied with it;
Roxelane	Roxelane Care B.V.; and

Software

the software known as "Memory Lane" installed on the Product.

- The use of headings is for the sole purpose of improving readability and does not affect the meaning or interpretation of the provisions of these Terms and Conditions.
- Where reference is made in these Terms and Conditions to 'he' or 'his', this can also be read as 'she' or 'her' and vice versa.

- **Identity of Roxelane**

Name Roxelane:	Roxelane Care B.V.
Trading under the names:	Roxelane Care B.V. & Memory Lane
Business and visiting address:	Europalaan 400, 3526 KS Utrecht
Phone number:	+31 302270072
Chamber of Commerce number:	74422758

- **Applicability General Terms and Conditions**

- These General Terms and Conditions apply to every Offer and every Agreement between Roxelane and the Hirer.

- **Offer**

- Each Offer is without obligation, unless a term for acceptance has been set in the Offer. An Offer lapses if the Product offered is no longer available before the end of the term. Roxelane is not bound by obvious mistakes or errors in an Offer.
- Prior to the conclusion of the Agreement, the Hirer will be informed about the Monthly Fee and the other costs to be incurred in the context of the Agreement.
- An Offer is valid until it is withdrawn, or until the end of the term of acceptance stated in the relevant Offer..

- **Agreement**

- The Agreement includes both the rental of the Product and the subscription to the Software and they are inextricably linked such that if the Agreement ends, the rental of the Product and the subscription to the Software will end at the same time as the Agreement ends.
- The Agreement, as well as any addition and/or amendment thereof, is concluded by acceptance of the Offer by the Hirer and compliance with the conditions set therein.
- If the Hirer has accepted the Offer electronically, Roxelane will confirm receipt of the acceptance of the Offer electronically. As long as the receipt of the acceptance has not been confirmed by

Roxelane, the Hirer can dissolve the Agreement. In that case dissolution will take place by means of a written and/or electronic statement from the Hirer to Roxelane.

- If the acceptance (whether or not on minor points) by the Hirer deviates from the Offer, Roxelane will not be bound by it and no Agreement will be concluded.
- By entering into the Agreement, the Hirer accepts the Product for hire and the Hirer accepts the subscription to the Software.
- In order to be able to use the Software, the Hirer must agree to the Memory Lane end-user license that has been provided to it in writing or electronically prior to the activation of the Software.
- Roxelane reserves the right to engage third parties for the implementation of the Agreement.

- **Duration of the agreement**

- The Agreement is entered into for the initial term of 1 year or 2 years starting on the day after the conclusion of the Agreement. The Agreement cannot be terminated prematurely during this period.
- The Hirer is entitled to terminate the Agreement in writing or by electronic means at the end of the relevant term included in Article 6.1, with due observance of a notice period of 1 month.
- After the relevant period referred to in Article 6.1 has expired, the Agreement will be continued by operation of law in an agreement for an indefinite period, which can then be terminated at any time by the Hirer with due observance of a notice period of 1 month.
- If the Agreement ends, the right to rent the Product, the subscription to the Software and the Memory Lane end user license will end.

- **Monthly Fee**

- The Monthly Fee stated in the Offering is the total price due per month for the rental of the Product per month and the subscription of the Software per month.
- The Monthly Fee stated in the Offer includes VAT and (if applicable) other government-imposed levies.
- Any shipping costs and other costs incurred by Roxelane under the Agreement will only be borne by the Hirer if stated in the Offer or in these General Terms and Conditions.
- The Monthly Fee stated in the Offer will not be increased during the relevant initial term, except for price changes due to changes in VAT rates. If the Agreement is continued after the relevant initial term has expired in accordance with the provisions of Article 6.3, Roxelane is entitled to increase the Monthly Fee.

- **Payment and payment terms**

- Roxelane invoices the Monthly Fee to the Hirer once a month in advance.

- The first Monthly Fee is invoiced on the date on which the Agreement is concluded and must be paid immediately upon conclusion. Each subsequent Monthly Fee will be invoiced no later than 20 days before the start of the next contractual month.
- Upon the conclusion of the Agreement, the Hirer must issue a continuous direct debit authorization to Roxelane for the payment of all Monthly Fees that the Hirer owes Roxelane, with the exception of payment of the first Monthly Fee which is payable upon conclusion of the Agreement. Agreement must be paid immediately by the Tenant.
- If a payment cannot be collected automatically, Roxelane will send a written or electronic notice of default to the Hirer to arrange payment within 10 days. If the Hirer does not pay within the aforementioned term, the Hirer owes Roxelane payment of the statutory commercial interest from the day following the last day of the aforementioned term until the day of full payment, as well as reimbursement of all costs incurred by Roxelane for collection. of its claim, both judicial and extrajudicial with a minimum of 15% of the outstanding invoice amount.

- **Delivery**

- All terms and dates indicated by Roxelane for the delivery of a Product are target dates and purely indicative.
- Roxelane delivers the Product to the address specified by the Hirer.
- If the delivery is delayed, the Hirer will be notified of this as soon as possible, but no later than 30 days after the conclusion of the Agreement, at the e-mail address or telephone number provided by him. In that case, the Hirer has the right to dissolve the Agreement free of charge, in which case Roxelane will refund the Monthly Fees it has already received.
- The Hirer is obliged to check the Product for defects immediately after delivery. If the Hirer finds defects in the Product during this inspection, he is obliged to indicate to Roxelane in writing and in detail within 48 hours after delivery which defects he has found, failing which the Product is deemed to have been delivered in good condition and without defects.
- In cases where a report has been made in accordance with the previous paragraph, Roxelane can:
 - declare the report unfounded; or
 - have the Hirer return the Product for further investigation, which the Hirer is then obliged to do and after investigation (i) declare the report unfounded and return the Product to the Hirer; (ii) decide to replace the Product and send the replacement to the Hirer within a reasonable period of time; or (iii) arrange for the repair of the Product and send the repaired Product to the Hirer within a reasonable period of time.

If the Renter returns the Product, it must do so via a traceable, insured delivery service. The shipment must be securely packaged and accompanied by the fully completed Roxelane RMA form which is available through Roxelane Customer Service. Upon

shipment, the Hirer must provide Roxelane with the Track & Trace number of the shipment.

- The risk of damage or loss of the Product is borne by Roxelane until the moment of delivery to the Hirer or to a third party specified by the Hirer to Roxelane (other than the carrier). The moment the Product is delivered to the Renter, the risk of damage or loss is for his account.
- If Roxelane takes any action at its own discretion or cooperates with its suppliers to recall the Product, the Hirer is obliged to cooperate in accordance with the procedures established by Roxelane.

- **Right of withdrawal**

- The Hirer can dissolve the Agreement during the Reflection Period without giving any reason. The Hirer must use Roxelane's RMA form, which is available through Roxelane's customer service. Roxelane may ask the Hirer for commercial purposes about the reason for dissolution, but the Hirer is not obliged to state this in that case either.
- The Money back guarantee Period commences on the day after the Agreement has been concluded.
- If the Hirer makes use of his Right of Withdrawal, he must report this unequivocally to Roxelane.
- As soon as possible, but in any case within 14 days from the day of the notification as referred to in the previous paragraph, the Hirer will return the Product to Roxelane via a traceable, insured delivery service, unless Roxelane has offered to collect the Product itself. The shipment must be securely packed and accompanied by the fully completed RMA form. Upon shipment, the Hirer must provide Roxelane with the Track & Trace number of the shipment.
- The Hirer returns the Product in its original condition and packaging and in accordance with the instructions provided by Roxelane in this regard.
- During the Money back guarantee Period, the Hirer will handle the Product with due care. The Hirer may only unpack or use the Product to the extent necessary to determine the nature, characteristics and operation of the Product. The Hirer can compare this to handling and inspecting a product in a shop.
- In cases in which the Renter has not handled the Product with due care, in accordance with Article 10.6, resulting in damage to the Product and/or the Product decreasing in value, the Renter is liable for the resulting damage and/or depreciation.
- The risk and the burden of proof for a correct and timely exercise of the Right of Withdrawal, including the use of a fully completed RMA form in accordance with the provisions of Article 10.4, lie with the Hirer.
- The costs of returning the Product will be borne by the Hirer, unless Roxelane agrees in writing prior to the return shipment by the Hirer that it will bear these costs.

- **Roxelane's obligations upon withdrawal**
- After receiving a notification from the Hirer stating that he wishes to make use of his Right of Withdrawal, Roxelane will immediately send a confirmation of receipt of that notification.
- Roxelane will return any Monthly Fee already paid by the Hirer, at the latest within 30 days following the notification by the Hirer referred to in Article 11.1. If Roxelane does not receive the Product back within the period stated in the previous sentence, Roxelane has the right to withhold reimbursement until it has received the Product back, or until the Hirer demonstrates that it has returned the Product, whichever time falls earlier.
- Roxelane will use the same payment method for the refund as that used by the Renter, unless the Renter agrees to a different payment method. The refund is free of charge.
- If the Product is damaged through the fault of the Hirer within the Money back guarantee Period and before receipt of the return, Roxelane can charge the resulting reduction in value of the Product to the Hirer. Roxelane can offset the reduction in value against the repayment obligation as referred to in Article 11.2.

- **Complaint procedure**
- Without prejudice to the provisions of Articles 9.4 and 9.5, any defects in the Product must be reported to Roxelane in writing within a reasonable time, but no later than two months after discovery or after the Hirer should reasonably have discovered the defect. The written notification must contain as detailed a description as possible of the defect. The Hirer must also give Roxelane the opportunity to investigate a complaint.
- Within the Warranty Period, the Hirer can invoke a defect in the Product. After the warranty period has expired, the Hirer can no longer invoke a defect.
- A timely complaint does not release the Hirer from his payment obligations.
- The Hirer cannot invoke a defect in the Product if that defect is caused by improper use of the Product, the Hirer or a third party has made and/or tried to make changes to (the appearance or the programming (digital environment) of) the Product or if the defect has arisen due to circumstances beyond Roxelane's control (including but not limited to water damage or fall damage).
- In cases of a complaint that meets the provisions of this Article 12, including that this complaint is made within the Warranty Period, Roxelane can:
 - declare the complaint unfounded; or
 - have the Hirer return the Product for further investigation, which the Hirer is then obliged to do and after investigation (i) declare the complaint unfounded and return the Product to the Hirer; (ii) declare the complaint well-founded and decide to replace the Product and send the replacement to the Hirer within a reasonable period of time; or (iii) declare the

complaint well-founded and arrange for repair of the Product and send the repaired Product to the Hirer within a reasonable period of time.

If the Hirer returns the Product, he must do so via a traceable, insured delivery service. The shipment must be securely packaged and accompanied by the fully completed Roxelane RMA form which is available through Roxelane Customer Service. Upon shipment, the Hirer must provide Roxelane with the Track & Trace number of the shipment.

- **Hirer Obligations**

- The Hirer undertakes towards Roxelane to only use the Product in accordance with the Memory Lane end user license and with the instructions provided to the Hirer.
- The Hirer undertakes to take good care of the Product.
- All costs incurred insofar as they are related to the use of the Product are for the account of the Hirer.
- The Hirer is not permitted to carry out technical maintenance or to have a third party engaged by it carry out technical maintenance; this includes the complete or partial disassembly of the Product. If the Hirer acts contrary to the provisions of this Article 13.4, his right to invoke a defect in the Product lapses, the Warranty Period ends immediately.
- The Hirer is not permitted to use the SIM card outside the Product, for example by removing the SIM card from the Product and placing it in another tablet, computer, laptop or smartphone.
- The Hirer is obliged to 'fair use' and reasonable use of the SIM card and the data traffic that takes place with it. Use that is not regarded as reasonable is in any case, but not limited to: (i) use on other devices, (ii) continuous or almost continuous use due to, among other things, long-term open connections; (iii) use for commercial purposes; (iv) sending spam; (v) use as a SIM box; and (iv) use as a personal hotspot for other users.
- In the event of a breach by the Hirer of Article 13.5 and/or Article 13.6, Roxelane is immediately entitled to deactivate the Software and block the SIM card and the Hirer will forfeit a fine of EUR 300 in favor of Roxelane per day that a breach occurs. Roxelane is entitled to the penalty without prejudice to the right to claim compliance and/or compensation.
- If the Product is lost or stolen, the Hirer will immediately inform Roxelane about this, the Hirer is obliged to reimburse Roxelane for the replacement value of the Product and Roxelane is immediately entitled to deactivate the Software and block the SIM card.
- If this Agreement ends, Roxelane is entitled to deactivate the Software and block the SIM card and the Hirer will observe the following provisions: (i) Hirer will return the Product as soon as possible, but in any case within 10 days from the day on which the Agreement ends; (ii) The Hirer returns the Product in accordance with the instructions provided by Roxelane in this regard; (iii) The Hirer will make use of a traceable, insured delivery service, unless Roxelane has offered to

collect the Product itself; (iv) the shipment must be securely packaged and accompanied by a fully completed RMA form; and (v) upon shipment, the Hirer must provide Roxelane with the Track & Trace number of the shipment; The Product must be in the same condition as when it was delivered to the Hirer or, if applicable, in the same condition as immediately after repair, with the exception of normal wear and tear. The costs of returning the Product will be borne by the Hirer, unless Roxelane agrees in writing prior to the return shipment by the Hirer that it will bear these costs.

- If the Product is not received by Roxelane within 14 days after the day on which the Agreement ends, the Monthly Fees will remain due from that date until Roxelane has received the Product, capped at a total amount of EUR 350.
- If the Hirer fails to comply with the Agreement and these General Terms and Conditions, the Hirer will compensate Roxelane for all damage suffered or to be suffered and will indemnify and hold Roxelane harmless against all claims from third parties in connection therewith.

- **Interim cancellation by Roxelane**

- Roxelane is entitled to terminate the Agreement prematurely without having to observe a notice period if:
 - the Hirer acts in any way contrary to the provisions of the Memory Lane end user license and/or the General Terms and Conditions;
 - the Hirer has not issued a continuous authorization for direct debit or has withdrawn it and, after a written term has been set by Roxelane, does not issue it within that term;
 - the Hirer exceeds a payment term of an invoice, among other things because the Monthly Fee cannot be collected by direct debit or an automatically collected Monthly Fee is reversed by or on behalf of the Hirer and the Hirer, even after written notice of default by Roxelane, fails to make payment within the term specified in that written notice of default; or
 - the Hirer dies or is placed under guardianship, is declared bankrupt, or the Hirer otherwise loses the free management and/or management of its assets.
- If the Agreement ends as a result of an early termination, Roxelane is entitled to deactivate the Software and block the SIM card.

- **Intellectual property rights**

- Unless expressly agreed otherwise, Roxelane reserves all intellectual property rights in the Product and the Software, including designs, images, drawings and sketches, as well as the rights to which it is entitled under the Copyright Act.
- The Hirer is prohibited from multiplying, publishing, exploiting or exhibiting the intellectual property rights to the Product and the Software in any way without permission from Roxelane.

- **Force majeure**

- Roxelane is not obliged to fulfill any obligation under the Agreement if it is prevented from doing so by a circumstance that cannot be attributed to it, nor is it responsible for it by virtue of the law, legal act or generally accepted views.
- In these General Terms and Conditions, force majeure means all external causes over which Roxelane has no influence and as a result of which it is unable to fulfill its obligations.
- During the period that the force majeure continues, Roxelane can suspend its obligations under the Agreement. However, if this period lasts longer than two months, the Parties may dissolve the Agreement without any obligation to pay compensation for the damage to the other Party.

- **Liability**

- Roxelane is not liable for damage suffered by the Hirer, unless it has failed imputably in the fulfillment of its obligations under the Agreement. In that case, it is only liable for the direct damage resulting therefrom.
- Direct damage is understood to mean:
 - the reasonable costs of determining the cause and extent of the damage;
 - any reasonable costs incurred to have the defective Product comply with the Agreement, insofar as the defect can be attributed to Roxelane; and
 - the reasonable costs incurred to prevent or limit the damage, insofar as the Hirer can demonstrate that these costs have actually led to a limitation of the damage.
- Roxelane is not liable for any indirect damage or consequential damage suffered by the Hirer, including loss of data and immaterial damage.
- Roxelane is not liable for damage of any nature whatsoever, caused by relying on incorrect and/or incomplete information provided by the Hirer.
- Roxelane cannot invoke any limitation of its liability as referred to in this Article 17 in the event that the relevant damage is due to its intent or willful recklessness, including intent and willful recklessness of its directors. The exclusion referred to in this Article 17.5 does not apply in the event of intent or willful recklessness on the part of (a) employee(s) of Roxelane.

- **Applicable law and dispute resolution**

- Dutch law applies to the Agreement, these General Terms and Conditions and all (future) agreements related thereto.
- All disputes arising between the Parties as a result of or in connection with the Agreement will in the first instance be exclusively settled by the competent court in the district where the Hirer is established.

- **Final provision**
- If one or more Articles in these General Terms and Conditions are at any time wholly or partially null and void or should be destroyed, the other Articles in these General Terms and Conditions will remain fully applicable.