

OuterGround GENERAL TERMS AND CONDITIONS

Version May 2023

1. Definitions

In these general conditions, the following definitions shall apply:

- a. OuterGround: OuterGround established at Diepenhorstlaan 11c, 2288 EW Rijswijk, kvk: 64682498. info@OuterGround.com / www.OuterGround.com
- b. Customer: the natural person or legal entity entering into an agreement with OuterGround;
- c. Participant: the person who participates in the game of the escape room.

2. Applicability

2.1. These general conditions apply to every offer, quotation and agreement between OuterGround and Customer, insofar as these conditions have not been expressly deviated from by the parties in writing.

2.2. Any purchase or other conditions of the Customer shall not apply unless expressly accepted by OuterGround in writing.

3. Conclusion of the Agreement

3.1. All offers and/or quotations by OuterGround, in any form, are without obligation unless expressly stated otherwise in writing.

3.2. If no deadline is included, the offer is valid until 30 days from the date the offer was issued.

3.3. OuterGround's quotations are based on the information provided by the Customer.

3.4. Agreements are established either when OuterGround accepts the order placed by the Customer by electronic or written confirmation, or when OuterGround proceeds to carry out an order.

4. Execution of the Agreement

4.1. OuterGround assumes a best efforts obligation in the performance of the Agreement and will perform this Agreement to the best of its knowledge and ability, with due care in accordance with the requirements of good workmanship.

5. Rates

5.1. The prices quoted and/or agreed by OuterGround (quoted in Euros) are exclusive of travel and accommodation expenses and other government-imposed taxes and levies, unless otherwise agreed in advance by the parties.

5.2. OuterGround is entitled to pass on expenses and unforeseen cost increases to Customer, even if a fixed price has been agreed. The Customer will be notified in advance in writing.

6. Payment terms

6.1. Customer must pay the invoice in full before the start of the booked escape room.

6.2. If article 6.1 is deviated from by written agreement, the invoice must be paid within 14 days after the invoice date by transfer of the amount due to the bank account mentioned on the invoice.

6.3. If Customer pays the invoice by credit card, a 3.5% transaction fee will be charged.

6.4. Any queries about - or objections to - an invoice from OuterGround must be notified to OuterGround in writing within 8 days of the invoice date, under penalty of forfeiture of rights. Upon expiry of the said period, the invoice shall be deemed to be unconditionally accepted.

6.5. OuterGround may suspend the performance of parts of the Agreement until the outstanding invoice is paid in full by Customer.

6.6. In case of late payment, the Customer is immediately in default and OuterGround is entitled to charge extrajudicial costs to the Customer in the amount of a minimum of 15% of the amount to be collected. In the event of late payment, the Customer shall also be liable for statutory interest on the amount to be collected at a rate of 8% per annum.

7. Obligations of Customer and Participant

7.1. Participation in an escape room takes place at the risk of the Customer and/or Participant.

7.2. The Participant is obliged to comply with the instructions and safety regulations given by OuterGround.

7.3. Participant must be present at the location where the escape room is located at least 15 minutes before the agreed time. OuterGround has the right to refuse the execution of the agreement, being access to the escape room in case the Participant or the team of Participants arrives late. Customer shall in such case have no right to a refund or any other form of compensation for damages.

7.4. Per escape room the maximum number of Participants is indicated and the minimum age limit for entry to the escape room. It is not allowed to take part in the game with more than the maximum number of participants indicated. If this is not complied with, OuterGround has the right to refuse participants access to the escape room.

7.5. It is indicated per escape room whether and what specific obstacles there may be. For example, claustrophobia, limitations in mobility (such as difficulty walking or pregnancy), limitations in vision, etc. The Participant is and remains responsible for assessing whether he/she can participate in the relevant escape room.

7.6. It is not permitted to participate in an escape room under the influence of drink or drugs. In case of any suspicion, OuterGround is entitled to deny Participant access.

7.7. The Participant who causes such nuisance or inconvenience that as a result the execution of the escape room is or could be made more difficult, who

endangers the safety of themselves or others, who fails to follow OuterGround's (safety) instructions or who makes improper use of the escape room or other items provided may be excluded from (further) participation by OuterGround and/or denied access and/or terminated from the game.

Any resulting additional costs or damages shall be borne by the excluded Participant or Customer under whose responsibility such Participant is participating.

7.8. If Customer or Participant should default in the proper and timely performance of that to which they are bound towards OuterGround, then Customer or Participant shall be liable for all damages incurred on the part of OuterGround as a result directly or indirectly.

8. Complaints

8.1. Complaints relating to the performance of the Agreement must be fully and clearly described in writing by the Customer to OuterGround, no later than 7 days after the complaint arises. The complaint should be sent to Info@OuterGround.com

8.2. OuterGround will endeavour to respond to the complaint within 30 calendar days.

8.3. Unless the Customer proves that it followed the instructions provided by OuterGround, a complaint that may have been caused in part by the Customer's failure to follow the instructions provided will not be considered. The same applies where the Customer may not have complied with its obligations under the concluded Agreement. The burden of proof in this respect shall always rest with the Customer.

8.4. All claims and/or claims against OuterGround, for whatever reason, shall expire within 1 year after they arose.

9. Force majeure

9.1. In the event of force majeure on the part of OuterGround, all obligations of OuterGround to the Customer arising from the concluded agreement and other legal acts shall be suspended.

9.2. In these General Terms and Conditions, force majeure means, in addition to what is understood in law and jurisprudence in this regard: all circumstances independent of the will of OuterGround, external causes that are not reasonably foreseeable and result in OuterGround not being able (anymore) to fulfil its agreements (in full). This includes, but is not limited to: war, strikes, riots, pandemic, outbreak, illness of own personnel as well as third parties engaged, staff shortage, fire, operational and technical failures or closures at OuterGround or at engaged external parties, government measures imposed on OuterGround or external parties on which OuterGround depends, closure of national borders, having insufficient or incorrect data or if insufficient cooperation is provided.

9.3. If the agreement has not yet been fulfilled as a result of force majeure, each of the parties shall be entitled to terminate the relevant agreement in writing in the interim if the force majeure situation has lasted three months, or as soon as it is established that the force majeure situation will last longer than three months.

9.4. Damage resulting from force majeure shall never be eligible for compensation.

10. Liability and indemnification

10.1. OuterGround shall only be liable for direct damage resulting from intent or deliberate recklessness on the part of OuterGround.

10.2. Direct damages shall only mean costs reasonably incurred by the Customer:

- To repair or remedy OuterGround's failure so that OuterGround's performance does comply with the Agreement;
- To prevent or limit such damage;

- Reasonable costs to determine the cause and extent thereof.

10.3. The amount of compensation for direct damages shall be limited to no more than the amount of the concluded agreement between OuterGround and Customer. Furthermore, the damages to be compensated will never exceed the maximum amount to be paid by OuterGround's insurer.

10.4. Any liability of OuterGround for indirect damages is excluded. This includes, but is not limited to: consequential damage, loss of profit, missed savings, damage due to business interruption, reduced goodwill, damage due to claims of customers of the Customer. Also excluded is OuterGround's liability due to mutilation, destruction or loss of data, files or documents.

10.5. Customer shall indemnify and fully compensate OuterGround for all third party claims, as well as all reasonable costs of defending such claims, which are in any way related to the work performed for the Customer.

10.6. OuterGround will not be held liable if the Customer has the option to apply directly to its insurance company or that of a third party in respect of the occurrence of the damage.

11. Cancellation or modification of the agreement

11.1. The right of withdrawal is excluded on any agreement.

11.2. If and to the extent possible, the agreement can be amended in consultation with the parties. Any additional costs associated with this shall be borne by Customer.

11.3. Upon cancellation of the Agreement by Customer, OuterGround shall be liable to charge the following cancellation fees:

- Cancellation up to 48 hours before commencement: €4.50 per agreement
- Cancellation within 48 hours up to 5 hours before commencement: € 55 per room
- Cancellation within 5 hours to 1 hour before the start € 80 per room
- In case of no show, the full price of the room will be charged with a minimum of €110,- per room.

11.4. If the Customer wishes to alter the agreement, including moving the escape room to another starting time, the following alteration costs will be charged:

- Modification or Rescheduling up to 48 hours before the start: free of charge
- Change or Transfer within 48 hours up to 5 hours before start: € 35,- per room
- Change or transfer within 5 hours of commencement: €80 per room
- After this the no show rule from 11.3 applies.

11.5. The change or cancellation of the agreement must be communicated by e-mail: Info@OuterGround.com . The moment of receipt of the e-mail counts as the change/cancellation moment.

11.6. OuterGround is entitled to suspend the performance of its obligations or to terminate the agreement with immediate effect without any obligation to pay damages if:

- The Customer fails to fulfil its obligations under the agreement, in full or in a timely manner;
- If after the conclusion of the agreement OuterGround learns of circumstances that give good reason to fear that the Customer will not fulfil the obligations or if, due to the delay on the part of the Customer, OuterGround can no longer be required to fulfil the agreement against the originally agreed conditions;
- In case of liquidation, of (applications for) suspension of payments or bankruptcy, of attachment - if and to the extent that the attachment has not been lifted within 3 months - at the expense of the Customer, of debt restructuring or any other circumstance as a result of which the Customer can no longer freely dispose of its assets. The claims of OuterGround on the Customer are immediately due and payable.

11.7. If the dissolution is imputable to the Customer, OuterGround shall be entitled to compensation for damages, including costs incurred directly and indirectly.

12. Confidentiality

12.1. OuterGround understands that Participant wishes to share his/her enthusiasm with others after the game. However, Participant is kindly but urgently requested to seek confidentiality, not to disclose any details of the escape room or share any other information about OuterGround with third parties. This includes sharing information on social media. This includes, but is not limited to, technical data, game elements, solutions, commercial, financial and legal information.

13. Copyright

13.1. All copyrights in the website, the game and all materials rest with OuterGround.

13.2. If Customer breaches OuterGround's copyrights in accordance with the Copyright Act, Customer shall be liable for all damages incurred by OuterGround as a result, including but not limited to lost sales and reputational damage.

14. Final Provisions

14.1. All agreements with OuterGround are governed exclusively by the laws of the Netherlands. Disputes between OuterGround and the Customer, arising from the agreement or other legal acts between them, shall be submitted exclusively to the competent court in the Netherlands, district of The Hague.

14.2. OuterGround is entitled to amend these General Terms and Conditions. The last filed version of the general conditions shall always apply. A copy of the amended General Conditions will be sent to the Customer and posted on OuterGround's website.