
Last updated 15 December 2025

These Terms and Conditions apply to all proposals, quotations, agreements and services provided by TE-CON B.V., established at Herengracht 551, 1017BW Amsterdam and registered with the Chamber of Commerce under registration number 54816696, hereafter referred to as 'eHour'.

Article 1. Definitions

The capitalized terms in these Terms and Conditions, both singular and plural, are considered to have the meaning as described in this article:

- 1.1. Account: an eHour account of Customer and/or End-users, which grants access to the Service.
- 1.2. Agreement: any arrangement or agreement regarding the service that eHour provides between eHour and Customer of which the Terms and Conditions are an integral part.
- 1.3. App: the eHour SaaS application which is accessible at <https://ehourapp.com/>.
- 1.4. Customer: the natural person or legal entity, acting in a professional capacity, with whom eHour concludes the Agreement.
- 1.5. End-users: the natural persons authorized via the Customer to access the Service delivered to the Customer by eHour, acting under the responsibility of Customer.
- 1.6. Intellectual Property (Rights): all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (including copyright and

related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs).

1.7. Parties: the parties to the Agreement, Customer and eHour.

1.8. Service: the service that eHour delivers to the Customer under the Agreement, making access to the App available.

1.9. Terms and Conditions: these terms and conditions.

1.10. Trial Period: the fourteen (14) day period in which Customer can try out the Service for free.

1.11. Website: the website of eHour, to be found on <https://ehourapp.com> and all of its subdomains.

1.12. Writing: paper writing, e-mail, communication by fax, to the extent the identity of sender and the integrity of the message can be sufficiently established.

Article 2. Applicability of the Terms and Conditions

2.1. The Terms and Conditions apply to all offers and agreements of eHour, including the Trial Period, unless explicitly agreed otherwise in Writing.

2.2. The applicability of any terms and conditions of Customer is expressly excluded.

2.3. Deviations and additions to these Terms and Conditions are only valid if they are agreed by Parties in Writing.

Article 3. Term and termination

3.1. The Agreement is concluded on the moment Customer completes its registration on the Website or, if eHour provided an offer in Writing, the moment that Customer accepts the offer of eHour regarding the provision of the Service in Writing. As part of the registration process, Customer agrees to the Terms & Conditions. Parties can only terminate or dissolve the Agreement insofar this is provided in the Agreement.

3.2. The Agreement shall first be valid for the Trial Period of fourteen (14) days. If Customer decides it wants to continue to make use of the Service after this Trial Period, Customer can add their payment details in the App. Hereafter, Parties will be deemed to have extended the Agreement with an initial term of one (1) month, unless Customer makes a request to eHour to extend the Agreement with an initial term of one (1) year. This term will start on the day that Parties have agreed upon or on the day that Customer continues using the Service after the Trial Period has ended (whichever date is earlier).

3.3. The Agreement will be automatically extended for the duration of the initial term, unless a Party notifies the other Party in Writing that it wants to end the Agreement at the end of the current term. Customer can also notify eHour via the App or send an e-mail to help@getehour.com. If Parties have agreed on an initial term of one (1) year, this notification should be received by the other Party one (1) month before the end of the current term.

3.4. If Parties have agreed on an Agreement term of one (1) month, Parties can terminate the Agreement with immediate effect.

3.5. eHour may suspend or give the notice to terminate the Agreement in Writing with immediate effect, without notice of default being required, in the event the Customer is declared bankrupt, the Customer applies for or is granted suspension of payments, the Customer's activities are ceased or its business is wound up.

3.6. The Parties agree that Section 6:271 of the Dutch Civil Code and the effect of its provisions are excluded. This means that in case of a dissolution, Parties will not have an obligation to undo performances they already received. For the avoidance of doubt, this means that eHour will not refund payments made in advance.

3.7. In case of termination, no payments made in advance will be refunded by eHour.

Article 4. Performance of the Agreement

4.1. On conclusion of the Agreement, eHour will endeavour to deliver the Service as soon as possible in conformity with the Agreement.

4.2. Customer will provide eHour with all support that is necessary and desirable to enable correct and timely delivery of the Service. In any event, Customer shall provide eHour with all data and other information that eHour indicates are necessary (for example in case of updates, maintenance or support requests), or which Customer must reasonably understand to be necessary for the performance of the Agreement.

4.3. eHour has the right to engage third parties in the performance of the Agreement, for instance for the hosting of the Service. A list of (sub)processors

can be found in eHour's Privacy and Cookie Statement. Any associated costs will only be for the Customer's account where this has been agreed in advance.

4.4. Terms notified by eHour are indicative only and are not to be considered as strict deadlines.

Article 5. Accounts

5.1. To use the Service, Customer and their End-users need Accounts. Customer can make the first Account by registering on the Website. Customer can then make Accounts for their End-users via the App. The Service can also be accessed by logging in using a supported third-party account.

5.2. Customer must secure access to the Accounts by protecting the username and password against third party access. In particular, Customer must keep the username and password strictly confidential. Customer is responsible for the login information and the use of the Service by End-users. eHour may thus assume that all actions undertaken from Customer's Account and End-users' Accounts after logging in are authorized and supervised by Customer. This means that Customer is liable for the actions of End-users. In the event of suspected abuse, Customer must notify eHour of this as soon as possible, after which eHour will take action.

Article 6. Use of the Service

6.1. Customer is responsible for the use of the Service by its users and End-users. Customer will in particular see to it that End-users use the Service according to this article.

6.2. Customer and its End-users must use the Service in accordance with the purpose of the Service. Customer and its End-users may not use the Service:

in any way that is unlawful, illegal, fraudulent or harmful; or
in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

6.3. Customer must prevent unnecessary peak usage of the Service and refrain from using the Service in such a way that causes nuisance or hindrance for other users or damage to the systems and networks of eHour or third parties. eHour can limit the possible amount of API requests in order to improve the quality of the service for all users.

6.4. Should eHour discover that Customer violates any of the provisions of this article, or receive a complaint alleging the same, eHour will issue a warning. If the warning does not lead to an acceptable resolution, then eHour may intervene to end the violation. In urgent or serious cases eHour may intervene without warning.

6.5. If, in eHour's sole discretion, the operation of the computer systems or network of eHour or third parties and/or service provision via the internet is obstructed, impaired or otherwise at risk, eHour is authorised to take any and all measures it deems reasonably necessary to avert or prevent such risk. These measures include, but are not limited to, suspension of the Service and termination of the Agreement.

6.6. eHour is authorised at all times to report any criminal acts that are discovered and will cooperate with duly authorised orders and commands. In addition, eHour is authorised to provide the name, address, IP address and other data identifying the Customer/an End-user of the Service to a third party who has complained that Customer/an End-user of the Service has violated its rights or these Terms and Conditions, provided that:

it is sufficiently plausible that the information or acts, on its own, are unlawful and harmful with regard to the third party;
the third party has a genuine interest in obtaining the data;
it is plausible that, in the specific case, there is no less far-reaching measure to obtain the data; and
examining the interests involved entails that the third party's interest should prevail.g

6.7. eHour may recover from Customer any loss and/or damage sustained as a result of violations of the rules under this article. Customer indemnifies eHour against any and all third-party claims pertaining to loss and/or damage arising from violating of the rules under this article.

Article 7. Privacy and data protection

7.1. eHour processes personal data in compliance with the General Data Protection Regulation (EU GDPR) and, where applicable, the UK GDPR (together referred to as "GDPR"). This ensures that personal data is processed lawfully, transparently, and securely. For customers in the United Kingdom, eHour processes data according to the UK GDPR, while for EU customers, data is processed under the EU GDPR. Any processing of personal data will be done in accordance with the requirements of GDPR and the terms outlined in this Article. Under these regulations, eHour acts as the 'processor' of personal data, while the Customer will be the 'controller.'

7.2. Where terms used in this article correspond to definitions from article 4 of the GDPR, these terms will be assigned the meaning of the definitions as mentioned in the GDPR.

7.3. eHour processes personal data provided by or via the Customer exclusively on the instructions of the Customer within the framework of the execution of the Agreement and for the purposes agreed upon by both Parties. eHour will not process personal data for its own purposes or for any other purpose unless explicitly instructed in writing by the Customer.

7.4. The processing relates to the processing objectives set by Customer with regard to the categories of personal data and data subjects as additionally agreed upon by both Parties.

7.5. eHour will take appropriate technical and organizational measures in connection with the processing of personal data to be performed in order to protect such data against loss or any form of unlawful processing (such as unauthorized disclosure, interference, alteration or provision of personal data). While eHour will make every effort to prevent loss or unlawful processing of personal data, eHour cannot guarantee that the security measures taken will suffice under all circumstances.

7.6. The personal data processed by eHour must always be considered confidential Information. Therefore, This information will be subject to the confidentiality agreements laid down in article 13 of these Terms and Conditions.

7.7. eHour shall only carry out the processing on and in accordance with the written instruction of Customer. eHour is permitted to anonymize the personal data in order to use the anonymized personal data for analytical and statistical

research purposes to improve the quality of the services of eHour. eHour shall not process for any other purpose unless in accordance with written instructions of Customer. eHour will not process the personal data for its own purposes.

7.8. eHour shall inform Customer if, in its opinion, instructions of Customer would violate the applicable legislation regarding the processing of personal data or are otherwise unreasonable.

7.9. eHour shall, if this is reasonably within its sphere of influence, provide assistance to Customer in fulfilling its legal obligations. This concerns the provision of assistance in fulfilling its obligations under articles 32 to 36 of the GDPR, such as the provision of assistance in carrying out a Data Protection Impact Assessment (DPIA) and prior consultation on high-risk processing. eHour may charge the costs incurred for this to Customer.

7.10. In the event of a personal data breach, eHour shall notify Customer without undue delay after discovering the personal data breach. eHour will take reasonable measures to limit the consequences of the personal data breach and to prevent further and future personal data breaches. The notification to Customer shall include, as far as known at that moment, at least:

- the nature of the personal data breach;

- the (likely) consequences of the personal data breach;

- the categories of personal data concerned;

- if and which security measures have been taken to protect the personal data;

- the measures taken or proposed to be taken to address the personal data breach and prevent future personal data breaches;

the categories of data subjects concerned;

the approximate number of data subjects concerned; and

where necessary the deviating contact details to address the notification.

7.11. Customer is responsible at all times for notification of any personal data breaches. However, eHour will provide assistance to Customer, taking into account the nature of the processing and the information available to him, in regard to (new developments about) the personal data breach.

7.12. In the event a data subject makes a request to exercise his or her legal rights under the GDPR (articles 15-22) to eHour, eHour shall pass on such request to Customer. eHour may inform the data subject of this passing on. Customer will then further process the request independently. eHour will, if Customer requires this, cooperate as far as possible and reasonable. eHour may charge Customer for reasonably incurred costs.

7.13. Customer has the right to verify compliance by eHour, of all points under this article, by means of an audit performed by an independent third party, who is bound by confidentiality obligations. The audit may only be performed in case of a reasonable and well-founded suspicion of violation of this article, which is communicated in writing to eHour before conducting the audit. The audit findings shall be assessed by the Parties in joint consultation and may or may not be implemented by either Party or jointly. The costs of the audit shall be borne by eHour in case the audit reveals discrepancies in the compliance of eHour to this article, which are attributable to eHour. In all other cases, the costs of the audit shall be borne by Customer.

7.14. Customer authorizes eHour to involve subprocessors in providing the services under the Agreement. Information about subprocessors is listed in the

Privacy Statement. In addition, eHour will notify Customer of any update. Customer is entitled to object in writing on reasonable grounds to a specific subprocessor(s). If Customer makes an objection, the Parties will consult to reach a solution. eHour imposes at least the same obligations on the engaged subprocessor(s) as agreed between Customer and eHour under this article.

7.15. In providing the Service, eHour may transfer personal data to third parties located outside of the European Economic Area (EEA) or the UK. These transfers are limited to the subprocessors listed in eHour's Privacy Policy, which constitutes the complete list of third parties processing personal data on behalf of eHour. Such transfers will only occur where there is an adequate level of protection for the processing of personal data, in line with GDPR requirements. This includes the use of Standard Contractual Clauses (SCCs) or adequacy decisions as approved by the European Commission or the UK Information Commissioner's Office (ICO). eHour will ensure that any personal data transferred to third countries meets GDPR's requirements, including the availability of appropriate safeguards, enforceable data subject rights, and effective legal remedies for data subjects.

7.16. At the end of the Agreement, eHour will – at Customer's discretion – either return all personal data it has processed on Customer's instructions under the Agreement to Customer within a reasonable period of time, or delete or destroy such personal data. The reasonable costs associated with this will be at Customer's expense.

7.17. The above does not affect the provisions of article 10.4 of these Terms and Conditions and applies only to personal data that eHour processes on Customer's instruction in the role of (sub-) processor. The provisions above therefore do not apply to the personal data that eHour processes in the controller capacity.

Article 8. Intellectual Property

8.1. The Service, its source files, as well as all related materials and information, is the Intellectual Property of eHour (or its licensors). None of these items may be copied or used without the prior written permission of eHour, except in cases where that is permitted under mandatory law.

8.2. eHour grants Customer and its End-users a non-exclusive, non-sublicensable, license to use the Service for the term of the Agreement.

8.3. Information and/or materials which Customer or End-users stores or processes using the Service is and remains Customer's or its End-users' property (or the property of Customer's suppliers or licensors). Customer indemnifies eHour against any claims by third parties based on infringement of an (Intellectual Property) right regarding information and/or other materials originating from Customer or its End-users. Customer grants, if necessary on behalf of its licensors, eHour a limited license to use this information and/or materials for the purpose of providing the Service, including for future aspects thereof for the duration of the Agreement.

8.4. Customer grants eHour a perpetual and unlimited license to use information that Customer sends to eHour, for example, bug reports or suggestions for improvement, for the Service. This does not apply to information that is expressly marked as confidential.

8.5. eHour shall refrain from accessing data Customer or End-users store or transfer using eHour, unless this is necessary for a good provision of the Service (including providing support, updates or maintenance) or eHour is forced to do so by law or order of competent authority.

Article 9. Changes in the Service

9.1. eHour may from time to time make changes to the Service. Feedback and suggestions are welcome but ultimately eHour decides which adaptations to carry out..

Article 10. Availability, back-ups and exit

10.1. eHour shall use best efforts to maintain 99.5% uptime during business hours (9:00-18:00 CET) of the Service to Customer.

10.2. eHour shall use best efforts to maintain the Service. In case maintenance is reasonably expected to negatively impact availability, eHour shall use best efforts to carry out such maintenance outside business hours (9:00-18:00 CET) in order to limit the negative impact on availability of the Service. Maintenance is announced in advance whenever possible.

10.3. eHour will make a daily back-up of the Service and all data related to the Service in order to foster availability. eHour, however, will not provide a copy of Customer's data at the request of Customer.

10.4. After the end of the Agreement, regardless of the cause of the ending, Customer will lose access to the Service and all data it has stored or otherwise processed via the Service. eHour will not provide Customer with a copy of its data, however, with regard to personal data, the provisions of article 7 apply. Customer is responsible for retrieving any data and/or materials that it stored or otherwise processed via the Service before the Agreement ends. This can be done through the Service interface.

Article 11. Support

11.1 eHour will use best efforts to provide a reasonable level of support.

11.2 For support requests, Customer can get in contact with eHour via email (help@getehour.com), the contact form (<https://getehour.com/contact-us/>) or the chat function within the Service. eHour will use best efforts to respond to support requests within twenty-four (24) hours.

Article 12. Compensation for the Service

12.1. As compensation for the Service, Customer is required to pay the fee listed by eHour per End-user that uses the Service. In case Parties agreed on a term of the Agreement of one (1) year, Customer will give eHour notice in Writing of the amount of End-users that will initially use the Service. If Customer wants to increase the amount of End-users that can use the Service, Customer can add new End-users. Calculation of the fees and billing takes place according with articles 12.5 and 12.6.

12.2. eHour has the right to increase the fees annually. If eHour increases its fees, the price increase will take effect at the (automatic) extension of the Agreement. In this case, eHour will notify Customer at least two (2) months before the intended increase will take effect.

12.3. All fees that eHour communicates are in euros unless it is clear from the communication that the fees are in US dollars, and exclusive of all possible taxes or duties imposed by governing authorities. Customer is solely responsible for the payment of all such taxes or duties.

12.4. For use of the Service during the Trial Period, Customer is not required to pay compensation.

12.5. If Parties agreed upon a term of the Agreement of one (1) year, eHour will bill all amounts due annually, in advance. If Customer, during the term of the Agreement, adds more End-users than initially communicated, as meant in article 12.1, the fees for these additional End-users will be billed annually afterward, unless the fee for the additional End-users at any point during the Agreement is 500 euro or higher. In this case, eHour will bill the fees for these additional End-users for the remainder of the year within a month after this number of additional End-users has been reached. The amount due for the additional End-users will depend on the moment that these additional End-users were added by Customer. These fees will be calculated pro rata.

12.6. If Parties agreed upon a term of the Agreement of one (1) month, eHour will bill all amounts due monthly, in advance. The amount due will be calculated according to the number of End-users that use the Service. If there are any changes to the amount of End-users, the corrections regarding these changes will be billed pro-rata on the next invoice.

12.7. Payment is possible via SEPA (IBAN) or credit card, unless agreed otherwise.

12.8. Invoices are due within fourteen (14) days after the invoice date, unless the invoice states otherwise. eHour is entitled to send an invoice electronically.

12.9. Customer is required to provide its VAT number to eHour if Customer is located in the EU region, for VAT exemption purposes.

12.10. If Customer fails to pay the amounts due within the agreed term, Customer shall be liable for payment of the statutory commercial interest, referred to in Section 6:119a of the Dutch Civil Code, on the outstanding amount, without notice of default being required.

12.11. If, after receiving a demand for payment or notice of default, Customer fails to pay the amount due, eHour may refer the claim for collection, in which case Customer shall also be liable to pay in full all judicial and extrajudicial costs, including all costs and fees of lawyers and external experts, in addition to the total amount due at that time.

12.12. If any amount due to be paid by Customer to eHour under the Agreement is overdue, eHour may suspend the provision of the Service after eHour has given to Customer at least fourteen (14) days written notice, following the amount becoming overdue, and Customer continues to fail to make the payment that is due. eHour is not liable for any resulting loss and/or damage incurred by Customer as a result of the suspension.

12.13. Payments owed by Customer are immediately due in case of a situation as mentioned in article 3.5.

Article 13. Confidentiality

13.1. The Parties shall protect information that is marked as confidential, or which under the given circumstances should reasonably be regarded as confidential, by a reasonable degree of care against unauthorized disclosure.

13.2. Each Party warrants that any employees who need to know confidential information are bound by confidentiality provisions that are at least as stringent as those provided in the Agreement.

13.3. Confidential information may be disclosed in response to a valid court or other governmental order, provided (if permitted by such order) the disclosing Party is notified as soon as possible after receipt of the order and given the

opportunity to seek legal redress against such disclosure, for instance by obtaining a preliminary injunction from a competent court.

13.4. Information which would otherwise be confidential information shall not be deemed confidential information to the extent that the receiving Party proves by written records that said information:

- is or has become publicly available without any wrongdoing by the receiving Party;
- was lawfully obtained by the receiving Party prior to the date it was disclosed by the disclosing Party;
- is lawfully obtained by the receiving Party from a third party, provided that the third party does not breach any confidentiality obligation towards the disclosing Party; or
- is independently developed by the receiving Party and without the use of any information of the disclosing Party

13.5. Upon first request of the disclosing Party, the receiving Party shall destroy or return to the disclosing Party all confidential information received in written or other tangible form, including all copies thereof.

Article 14. Liability

14.1. During the Trial Period, eHour will not be liable for any loss and/or damages resulting from an attributable failure in the performance of the Agreement, an unlawful act or otherwise, unless in cases of willful misconduct or deliberate

recklessness by eHour's management. For the term of the Agreement after the Trial Period, the remainder of the provisions of this article apply.

14.2. eHour's liability for loss and/or damages resulting from an attributable failure in the performance of the Agreement, an unlawful act or otherwise, for each event (where a series of consecutive events is considered to constitute a single event) will be limited to the amount (exclusive of VAT) that Customer has paid under the Agreement during the twelve (12) months immediately preceding the breach or the act giving rise to liability.

14.3. eHour is only liable for direct damages as a result of an attributable failure in the performance of the Agreement. Direct damages are exclusively understood to mean all damage consisting of:

- the damage caused directly to tangible objects ('property damage');

- costs for ending and mitigating a data breach, unless the data breach is not attributable to eHour;

- costs for repair work to prevent data loss, unless the data breach is not attributable to eHour;

- reasonable and demonstrable costs for having the Agreement fulfilled by a third party, where eHour, after receiving notice from Customer, fails to ensure proper performance within the reasonable term stipulated in the notice;

- reasonable costs to determine the cause and extent of the damage insofar the damage relates to direct damage as referred to in this article;

reasonable and demonstrable costs incurred by Customer to prevent or limit the direct damage as referred to in this article;

14.4. The liability of eHour due to an attributable failure in the performance of the Agreement only arises if Customer gives eHour immediate and proper notice of default In Writing, thereby setting a reasonable term to remedy the failure, and eHour continues to attributable fail in the fulfillment of its obligations after that term. The notice of default must contain as detailed a description as possible of the failure, so that eHour is able to respond adequately.

14.5. Any limitation or exclusion of liability stipulated in the Agreement shall not apply in the event that the loss and/or damage is attributable to (1) willfull misconduct or deliberate recklessness on the part of eHour's management, or (2) death or bodily injury.

Article 15. Force majeure

15.1. eHour cannot be obliged to fulfill any obligation under the Agreement if fulfillment is prevented as a result of force majeure. Nor can eHour be held liable for any damage resulting from this.

15.2. The following situations will in any case constitute force majeure: pandemics, power failures, internet failures, failures in the telecommunications infrastructure, network attacks (including (d)dos attacks), attacks by malware or other malicious software, internal disturbances, mobilization, war, terror, strikes, and export barriers, supply stagnation, fire and flooding.

15.3. If a force majeure situation has lasted for more than ninety (90) days, both Parties shall be entitled to give notice to terminate the Agreement in Writing with immediate effect. The Service which in that case has been delivered by eHour

prior to the occurrence of the force majeure situation and during the force majeure situation will be paid for on a pro rata basis. Contrary to article 3.7, if Customer made payments in advance, eHour will refund the payments on a pro rata basis.

Article 16. Changes to the Terms and Conditions

16.1. eHour may amend these Terms and Conditions at any time if the changes are not significant or are required by applicable mandatory law.

16.2. eHour will endeavour to announce the changes or additions to Customer by email at least thirty (30) days before they take effect, to enable Customer to take note of them.

16.3. If Customer does not wish to accept a change or addition, not being a change or addition pursuant to article 16.1 of these Terms and Conditions, Customer may give notice to terminate the Agreement until the date it takes effect. Use of the Service after the date of effect will be regarded as acceptance of the amended or supplemented terms and conditions.

Article 17. Miscellaneous

17.1. The Agreement shall be governed by Dutch law. English language words used in the Agreement intent to describe Dutch legal concepts only and the consequences of the use of those words in English or US law or any foreign law shall be disregarded.

17.2. To the extent not otherwise provided for in mandatory law, all disputes related to the Service or the Agreement will be submitted to the competent Dutch court in the jurisdiction where eHour is established.

17.3. The version of any communication of information as recorded by eHour shall be deemed to be authentic, unless Customer supplies proof to the contrary.

17.4. If any provision of the Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. In that case, Parties will determine (a) new provision(s) as a replacement, which will give shape to the intention of the original Agreement as much as legally possible.

17.5. Customer is not entitled to transfer the rights and obligations under the Agreement to a third party, including a merger or takeover, without the written permission of eHour.

17.6. Customer grants eHour the right to, without requiring the express permission of Customer, transfer the Agreement concluded between Parties in full, or parts thereof, to parent companies, sister companies and/or subsidiaries or to a third party. eHour will notify Customer if such a transfer has taken place.