Blossom – Terms of Service

Thank you for choosing Blossom to manage your studio. The following terms of service constitute the agreement between you and Blossom ("**Agreement**"). This Agreement is legally binding between you and Blue Cat Lodge B.V. (the "**Parties**", or, individually, "**Party**").

Definitions

In this Agreement, the following terms shall have the following respective meanings:

App:	the studio management application Blossom has designed and developed.
End User:	an individual (or business) that interacts with you or schedules or purchases products or services from you through the App.
Blossom:	Blue Cat Lodge B.V., a limited liability company incorporated under the laws of The Netherlands and having its principal offices at (1015 GA) Amsterdam at Brouwersgracht 3, registered with the trade register of the Chamber of Commerce under number 74681060.

1. Subscription

1.1　The use of the App is subject to payment of the monthly subscription fee, which is paid in advance. The term of the Agreement will be one (1) month, which term will automatically renew on a monthly basis until either Party terminates the Agreement. Either party may terminate the Agreement by providing notice to the other Party at least thirty (30) days before the end of the relevant subscription term. However, Blossom may immediately terminate (or suspend) this Agreement, without prior notice, if you are in breach of this Agreement.

1.2　Upon termination of this Agreement, you will have no right to continue to use the App and will cease accessing and/or using it. Blossom will have no obligation to maintain your account or to retain or forward any data to you or any third party (except as required by applicable mandatory law).

2. License to use

2.1　Blossom owns all (intellectual property) rights to the App. Subject to the rights expressly granted to you under this Agreement, Blossom reserves all (intellectual property) rights to the App.

2.2　Blossom grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the App, solely for internal business purposes.

2.3　You are not allowed to (i) make the App available to any third party (except for End Users), (ii) reverse engineer or decompile the App (except as allowed by applicable mandatory law), or (iii) use the App in such a manner that you violate the rights of a third party or applicable law; or in such a manner that is (potentially) harmful to Blossom or any third party.

3. Use of the App

3.1　Any use of the App, including the administration of roles and permissions, is your own responsibility and at your own risk.

3.2　Blossom will (within reasonable limits) offer support to you. The support of End Users is exclusively your own responsibility.

3.3　Blossom will maintain and alter the App at its own discretion. In this respect, suggestions by you are welcome, but Blossom does not guarantee that such suggestions are acted upon.

4. Warranties and indemnities

4.1 No warranty of any kind is made by Blossom with respect to the App, including (but not limited to) its availability. The App is provided on an "as is" and "as available" basis.

4.2 You agree to indemnify, defend and hold Blossom harmless from and against any and all third party claims alleged or asserted against it, including all related charges, damages and expenses resulting from or in relation to any access to or (mis)use of the App by you or End Users.

5. Liability

5.1 To the maximum extent permitted by law, in no event will Blossom's aggregate liability for claims arising out of or related to this Agreement, exceed the subscription fees paid by you during the twelve (12) month period preceding the date of the relevant incident.

5.2 In no event is Blossom liable for any indirect, special, incidental, consequential damages or for any lost profits, loss of use, data or opportunities, cost of data reconstruction, cost of procurement of substitute goods or services, arising out of or in any way connected to the App, including (but not limited to) the use or inability to use the App, any interruption, inaccuracy, error or omission.

5.3 In any case Blossom is not liable for any claim in relation to any agreement between you and an End user. To the extent not already covered by article 4.2: you agree to indemnify, defend and hold Blossom harmless from and against any and all claims alleged or asserted against it, including all related charges, damages and expenses resulting from or in relation to any agreement between you and an End User.

6. Personal data & Confidentiality

6.1 If Blossom processes any personal data under this Agreement for which (and to the extent to which) you are the (sole) 'controller', within the meaning of the General Data Protection Regulation, both Parties will comply with the terms of the data processing agreement (attached as Annex 1 to this Agreement). With respect to such personal data (and other data you provide to Blossom), you grant Blossom a non-exclusive, worldwide, assignable, sublicensable, royalty-free license to use (in the broadest sense of the word) the data for the purpose of providing and improving the App.

6.2 Blossom's privacy policy governs how Blossom processes personal data in connection with this Agreement. By entering into this Agreement, you acknowledge that you have read and accept the aforementioned policy.

6.3 Each Party undertakes not to disclose any information it obtains in connection with this Agreement which is known to be or can reasonably be assumed to be confidential, in any way to any third party.

7. Miscellaneous

7.1 This Agreement, including any terms that are incorporated into it by reference, constitutes the entire agreement between the Parties and supersedes any prior agreements between the Parties with respect to the subject matter thereof.

7.2 Blossom may, from time to time and at its sole discretion, make changes to this Agreement. Such changes will be effective from the moment we publish an updated version of these terms of service on our website. If Blossom makes any material changes to this Agreement, Blossom will notify you in advance. If you continue to use our services after a change, you will have agreed to that change. If you do not agree to a change, you must stop using the App and terminate the Agreement (in accordance with article 1.1).

7.3 If part of this Agreement becomes invalid or non-binding, the Parties shall remain bound to the remaining part. The Parties shall replace the invalid or non-binding part by provisions which are valid and binding and the effect of which, given the content and purpose of this

Agreement is, to the greatest extent possible, similar to that of the invalid or non-binding part.

7.4   You may not assign this Agreement in whole or in part, without the prior written approval by Blossom. Blossom may assign this Agreement in whole or in part without any restriction.

7.5   This Agreement will be governed exclusively by the laws of The Netherlands with the exclusion of the United Nation Convention on Contracts for the International Sale of Goods.

7.6   The competent court in Amsterdam (The Netherlands) shall have exclusive jurisdiction for any dispute arising out of or in connection with this Agreement.

Last updated: 3-3-2020

Annex 1 – Data processing agreement

This data processing agreement ("**DPA**") applies if Blossom processes any personal data under the Agreement, for which (and to the extent to which) you are the (sole) "**Controller**" (within the meaning of the General Data Protection Regulation, "**GDPR**"), and (consequently) Blossom is the "**Processor**". In case of a conflict between the Agreement and the DPA, the latter will prevail.

1. Control of the personal data

1.1   Processor will process personal data for Controller, in accordance with his written instructions (including with regard to transfers of personal data outside the European Economic Area), under his responsibility and in the manner laid down in the Agreement. If Processor is required to do so by the GDPR or any other (privacy) law it is subject to, Processor may deviate from any instruction by Controller. In such a case, Processor shall inform Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

1.2   Processor will notify Controller as soon as possible if an instruction, in the reasonable opinion of Processor, infringes the GDPR (or other applicable laws).

1.3   Processor will ensure compliance with the GDPR (or other applicable privacy laws).

1.4   Controller warrants that the processing of the personal data in accordance with this DPA complies with all applicable (privacy) laws (including the GDPR).

1.5   Processor will, at the request of Controller, make available to Controller all information necessary to demonstrate compliance with this DPA. In this regard, Processor will also allow for and contribute to audits/inspections (up to once a year). Such an audit/inspection will be carried out by a research body that is neutral and an expert in the area of data protection. Controller will bear any cost in connection with such an audit/inspection, including reasonable costs incurred by Processor. Controller shall also ensure that the research body will keep its findings confidential and provide the Processor with a copy of any report generated as a result of an audit/inspection.

2. Provision of the personal data to third parties

2.1   Controller hereby authorizes Processor to provide or make the personal data available to third parties in order to execute its obligations under the Agreement. In this respect, Processor shall inform the Controller of any intended changes concerning the addition or replacement of any such third party (thereby giving the Controller the opportunity to object to such a change).

2.2   Processor shall ensure that any third party it provides or makes the personal data available to shall be bound to (at least) the same obligations with respect to the personal data described in this DPA (and in particular with regard to providing sufficient guarantees to implement appropriate technical and organizational measures so that the processing meets the requirements of the GDPR). Processor will remain fully liable to the Controller for the performance of that third party's obligations.

3. Assistance by Processor

3.1   Processor will inform Controller of all requests received directly from data subjects in relation to data subject rights under the GDPR (or other applicable privacy laws).

3.2   Processor will assist Controller (to the extent possible, necessary, and reasonable) in complying with Controller's obligations to: (i) respond to requests from data subjects concerning the exercise of data subject rights; (ii) take appropriate technical and organizational measures to ensure an adequate security level; (iii) report data breaches to the relevant regulator(s) or data subject(s); (iv) perform a data protection impact assessment; (v) consult the relevant regulator prior to a processing that involves a high risk.

4. Confidentiality personal data

4.1   Processor will ensure that persons authorized to process the personal data have committed themselves to confidentiality (or are under an appropriate statutory obligation of confidentiality).

5. Security measures and data breaches

5.1   Processor will take all appropriate technical and organizational measures in accordance with article 32 of the GDPR to protect personal data against loss or any form of unlawful processing.

5.2   Processor will inform Controller immediately, and in any case no later than 24 hours after it has become aware of any breach of security that relates to the processing of personal data.

5.3   Processor will take all measures necessary to limit the (potential) damage of a security breach.

6. Liability

6.1   With respect to the liability of the Parties under this DPA, the relevant provisions of the Agreement will apply.

7. Duration

7.1   This DPA is entered into for an indefinite period of time and terminates at the moment the Agreement ends.

7.2   Upon termination, the Processor will at the choice of the Controller delete or return all the personal data to the Controller and delete any existing copies (unless an applicable law Processor is subject to, requires the retention of personal data). With regard to the return of personal data, Controller must indicate its wish for the return of personal data within 30 days after the moment of termination.

8. Miscellaneous

8.1   All (relevant) terms used in this DPA have the meanings given in the GDPR.

8.2   If part of this Agreement becomes invalid or non-binding, the Parties shall remain bound to the remaining part. The Parties shall replace the invalid or non-binding part by provisions which are valid and binding and the effect of which, given the content and purpose of this DPA (and the Agreement) is, to the greatest extent possible, similar to that of the invalid or non-binding part.

8.3   This DPA will be governed exclusively by the laws of The Netherlands.

8.4   The competent court in Amsterdam (The Netherlands) shall have exclusive jurisdiction for any dispute arising out of or in connection with this DPA.