

Brave adventurer, welcome to **V.O.F. Logic Locks**. We ask you to read the following **Terms and Conditions** carefully before completing your booking. By booking an event at Logic Locks, you indicate your consent to the present agreement. In case any given term is unclear, please write to [contact@logiclocks.com](mailto:contact@logiclocks.com) for any clarification.

## **I. General Terms**

We reserve the right to amend the present agreement at any time. In case of any changes to the agreement, the new agreement will be posted on our booking platform.

V.O.F. LOGIC LOCKS organizes real-life games, which are ideal for team-building. The participants can leave the room when they please. If the participants cannot finish the room within 64 minutes, the doors will be opened from the outside. The entire game is monitored, thus it can be stopped at any time if the participants require this.

www.logiclocks.com is a website supervised by V.O.F. LOGIC LOCKS under the KVK registry number: KVK 60573325 and BTW-identificationnumber: NL853967362B01. Our registered office is at Ferdinand Huyckstraat 28, 1061HW, Amsterdam.

As used in the present Terms and Conditions "we", "us", "our", V.O.F. LOGIC LOCKS; Logic Locks office denotes our registered offices at Ferdinand Huyckstraat 28, 1061 HW; "you", "your" or "participant" means the client; the client and Escape This Room are collectively referred to as the "parties"; and "service", "services" or "game" means any and all services offered by us on the www.logiclocks.com website and at our physical location at the LL office. "Agreement" or "Terms" refer to the present Terms and Conditions. For the purposes of the Terms and Conditions, we shall use LL to refer to both V.O.F. Logic Locks and www.logiclocks.com and any and all domains owned by Logic Locks.

The Terms set out the terms and conditions on which LL provides services to you, which will govern your conduct as a client, apply to your booking, any exchange of information between you and LL, and your visit and use of the Services at the LL office. Please read the Terms and Conditions carefully before completing your booking. Completing the booking indicates that you accept the Terms. If you do not accept the Terms, do not complete the booking.

LL may revise the Terms at any time by updating this document. All modified Terms and Conditions shall take effect immediately after having been posted on the LL booking surface. You acknowledge and agree that LL has the sole discretion to set forth and post additional terms and conditions for your use of the services. You agree that those additional terms and conditions shall be considered an effective amendment to these Terms and said Terms and Conditions shall be incorporated herein. Furthermore, you expressly agree that if there is any conflict between those additional terms and conditions and the present Terms set forth herein shall take primacy.

Any rights not expressly granted in the present Terms are reserved.

## **II. Definitions**

"Client": any person or entity who enters the LL website and books our services.

“Service/Services”: any and all services offered by us on the [www.escapethisroom.nl](http://www.escapethisroom.nl) website and at our physical location at the LL office.

### **III. Product Information and Warranties - Changes in the service**

The service will be provided with care and due diligence, in a professional manner and in accordance with the Terms and Conditions. LL has made a conscientious effort to display and describe its services on the website accurately. LL is constantly improving its information, products and services. Consequently, LL cannot and does not guarantee the accuracy or completeness of the information, including prices, specifications, availability and services. You acknowledge and agree that the form and nature of the services which LL provides may change without prior notice to you. LL reserves the right to modify or discontinue the service with or without notice to you or other clients. LL shall not be liable to clients or any third party should LL exercise its right to modify or discontinue the service.

If the client is unable to attend the service, then he/she is obliged to send a notice to [contact@logiclocks.com](mailto:contact@logiclocks.com) 48 hours prior to the start of the service. LL will then return the amount of money paid for the service within 14 days.

### **IV. The Service**

LL provides an interactive entertainment service, meaning that the clients are active participants of the service. The services offered are live room escape games. The active service takes 60 minutes, in which the participants are put into a room from which they have to escape within the set time. The rooms are creatively designed with keys, codes and puzzles hidden in them, which the participant have to find and use in order to escape. Excellent teamwork, good communication, coordination and creative thinking are necessary to master the game and complete the mission in time. If the participants cannot escape within the set time the doors are opened from the outside. The entire game is monitored, thus it can be stopped at any time and the doors can be opened if the participants require this at any time. Other than monitoring the game from the outside, there is no other involvement and the participants are only with their own team-members in the room. As the game involves searching the room, removing some decoration and checking items there is a minimum risk of injury that cannot be excluded. Clients agree to participate in the services offered by LL on their own responsibility and release LL, its employees and any party acting on behalf of LL of any liability as detailed in Clause VI.

### **V. Limitation of Liability**

As LL is not directly involved in the game while the participants are in the rooms, except for monitoring. Clients participate in the services offered by LL on their own responsibility. LL has no direct control and shall not be liable for any direct, indirect, incidental, special, or consequential damages, personal injuries or property loss arising from or in any way connected to participating in or using the services and/or facilities of LL. You release LL, its employees or any person acting on behalf of LL from all claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with the above-mentioned. This further includes reasonable attorneys' fees, made by any third party due to or arising out of your negligence, breach of these Terms, or violation of any law or the rights of a third party.

The client does hereby further agree to abide by all the conditions, instructions and rules that are presented by LL.

#### VI: Complaint Management and Problem Resolution

LL is dedicated to effective and prompt complaint management, problem resolution and the analysis and mitigation of the root causes of complaints. A complaint or a dispute between you and LL has to be expressed by sending an e-mail to [contact@logiclocks.com](mailto:contact@logiclocks.com). LL is committed to provide an answer in 30 calendar days. LL will attempt to resolve any disputes you have with us, operators.

#### VII. Copyright, Protection of Intellectual Property Content

You are permitted to view, print and download extracts from LL for your own use on the basis that:

- No documents or related graphics on the website are modified in any way;
- No graphics on the website are used separately from the corresponding text; and
- Our copyright notices and this permission notice appear in all copies.

Unless otherwise provided, the copyright and other intellectual property rights in all material on the website (including, but without being limited to, photographs and graphical images) are owned by LL. Save as agreed otherwise, any use of extracts from the website other than in accordance with Clause X. is prohibited, and in case you breach Clause X., your permission to use the website automatically terminates and you are obliged to immediately destroy any downloaded or printed extracts from the website. Subject to Clause X., no part of the website may be reproduced or stored on any other website or included in any public or private electronic retrieval system or service without our prior written permission. The LL website contains text, trademarks, trade names, trade dress, copyrighted material, service marks, domain names, inventions, know-how, potential patentable business method material, design logos, phrases, names, logos, code, software, programs, routines, libraries, tools, as developed and operated by LL as well as all developments, modifications and enhancements of the same and any documentation (user guides, descriptions, manuals, presentation and any other kind of document and under any form) relating thereto, or other indication of ownership which, unless otherwise indicated and/or provided pursuant to a third party license, are LL's sole property and LL retains all appurtenant rights, interests and title thereto and are protected by international copyright laws. The LL intellectual property rights cover (without limitation) all copyrights, moral rights, patents, trademarks, trade secrets and design rights and any other intellectual property rights, whether registered or unregistered.

The compilation (meaning the collection, arrangement, and assembly) of all content on this website is the exclusive property of LL and is protected by international copyright laws. LL also claims ownership rights under the copyright and trademark laws with regard to the "look", "feel", "appearance" and "graphic function" of this website including but not limited to its color combinations, layouts and designs.

LL grants you permission to view and use content and software made available to you on the website in connection with your use of the website. Any other use, including the reproduction, modification, distribution, sale, transmission, republication, display, or performance, of the content and software of this website or the use of it in any other way for public or commercial purpose is strictly prohibited.

You shall not use or register any domain name that is identical to or similar to any of these marks. You agree that you shall not acquire the word "Logic Locks" or may be confused with it on Google AdWords or any similar Internet advertising service.

All other trademarks, service marks and copyrights are held by their rightful owners.

#### VIII. Confidentiality/Non-Disclosure

During the use of the services, LL may disclose to you, or you may otherwise learn of or discover, LL's documents, business practices, management styles, day-to-day business operations, capabilities, systems, current and future strategies, marketing information, financial information, software, technologies, processes, procedures, methods and applications, or other aspects of LL's business. You hereby agree and acknowledge that any and all of this information is confidential and shall be LL's sole and exclusive intellectual property and proprietary information. You agree to use LL's information only for the specific purposes as allowed by the performance of these Terms and Conditions. Any disclosure of our information to a third party (specifically including a direct competitor) is strictly prohibited and will be challenged in a court of law. All obligations contained herein will survive the termination of these Terms. Furthermore, you acknowledge that LL's information is proprietary, confidential and extremely valuable to LL, and that LL would be materially damaged by your disclosure of LL information. You acknowledge and agree that monetary damages provide an insufficient remedy for the breach of this confidentiality obligation, and that LL shall be entitled to injunctive relief in relation to the breach or the threatened breach, in addition to any other legal or equitable remedy and without the necessity of proving actual damages.

#### IX. Information about you and your visits to the website

Generally, you can visit LL's website without entering any personal information. You are only required to provide contact information to complete a service booking or if you would like to send us an email through our webpage (name and email address necessary). Any information you provide in your bookings or email on [www.logiclocks.com](http://www.logiclocks.com), and [www.logiclocks.nl](http://www.logiclocks.nl) will be processed in accordance with our Privacy Policy, Clause XVI. By booking our service you consent to such processing.

#### X. Record Keeping

LL reserves the right to keep all records of any and all transactions and communications between you and LL for administration purposes.

#### XI. Rejection of Service

LL reserves the right to refuse the service or cancel the booking of a client at any time and without prior notice. LL may, at its sole discretion, immediately deny a client's booking if the client's conduct fails to respect and abide by this Agreement.

An event that may result in the refusal of service or booking cancellation can include but is not limited to: client conducts inappropriate communications with one of LL's employees, agents, affiliates or partners; behaves inappropriately any other way; the client is in no fit condition to participate in the service, i.e. is under the influence of some substance.

#### XII. Unsolicited Idea Submission

LL welcomes any comments, messages and feedback from users regarding the LL services, facilities and website. However, LL's policy does not allow LL to accept or consider ideas, suggestions, or

proposals other than those LL specifically requests. The intent of this policy is to avoid the possibility of future misunderstandings when new functionalities and features developed internally by LL might be similar or even identical to your idea.

If you do send LL an unsolicited suggestion, idea, or proposal, or if you send, at the request of LL, a comment or suggestion to improve the LL services, facilities or website, You agree that: (1) your submissions and their contents will automatically become the property of LL without any compensation to you; (2) LL may use or redistribute the submissions and their contents for any purpose and in any way; (3) there is no obligation for LL to review the submission; and (4) there is no obligation to keep any submissions confidential.

By sending any how-to or product information or material, you grant LL an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute materials or information, and you represent and warrant that you own or otherwise control all of the rights to such information or materials and that LL is free to use ideas, concepts, know-how or techniques that you send us for any purpose. We will not release your name or otherwise publicize the fact that you submitted materials or other information to us unless we obtain your permission to use your name or we are required to do so by law.

#### XIII. Links to and from Other Websites

If you would like to link to the LL website, you may only do so on the basis that you link to, but do not replicate, the website, and subject to the following conditions:

- You do not remove, distort or otherwise alter the size or appearance of any logos used by us on the website;
- You do not create a frame or any other browser or border environment around the website;
- You do not in any way imply that we are endorsing any products or services other than our own;
- You do not misrepresent your relationship with us nor present any other false information about it;
- You do not otherwise use any trademarks owned by LL (whether these are registered or unregistered) which are displayed on the website without our prior and express written permission; and
- Your website does not contain content that we, in our sole discretion, consider to be distasteful, offensive or controversial, in infringement of any intellectual property rights or other rights of any other person or which does not otherwise comply with all applicable laws and regulations.

We expressly reserve the right to revoke the rights granted in Clause XIII. for breach of the Terms and to take any action that we deem appropriate.

You shall fully compensate us for any loss or damage that we may suffer for breach of Clause XIII.

#### XIV. Messages and Marketing

You authorize LL to send, by e-mail or by any other way, any advertising communication or any other kind of marketing and commercial information in relation to LL to the e-mail addresses and other contact details as communicated to LL.

Either party may publicly use and make reference to the other party's name and trademarks and the existence of their contractual relationship, for any commercial purpose and in any publication, unless the other party instructs otherwise in writing within 5 days from its approval of the present Terms.

#### XV. Disclaimer

You assume all responsibility and risk for the use of this website, booking interface and our services. This website is and our services are provided by LL on an "as is" basis. LL and its subsidiaries make no representations or warranties of any kind, express or implied, as to the operation of this website or the information, content, materials, or services included on this website. To the full extent permissible by applicable law, LL and its subsidiaries disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, non-infringement of intellectual property rights or other proprietary rights, and freedom from errors, viruses, bugs, or other harmful components.

LL and its subsidiaries will not be liable for any damages of any kind incurred by any person or entity arising from the use of this website and/or our services, including, but not limited to, direct, indirect, special, incidental, consequential loss or damages, or damages resulting from loss of use, data, business, goodwill, revenue, profits, contracts, anticipated savings, wasted management or office time, or business interruption arising out of or in any way connected with the use of this website, any delays on the website, or the the inability to use the website, any portion thereof, or any hyperlinked website, whether based on contract, tort, negligence, breach of contract, strict liability or otherwise, even if LL or any of its subsidiaries have been advised of the possibility of such damages.

#### XVI. Privacy Policy

When you complete a booking on the LL website you are required to provide your name, email and telephone number as a method of verification. We use your personal information to deliver our services. Personal information you provide to LL through our website will not be shared outside of LL and its controlled subsidiaries and affiliates without your permission. LL will not provide your personal information to a third party; unless, we are obliged to do so by a statutory requirement, legal authority or alike. With your permission, we may use your personal information gathered via our website to inform you services available at LL. Each e-mail communication we send includes an unsubscribe link allowing you to stop delivery of that type of communication. If you choose to unsubscribe, we will remove you from the relevant list within 15 business days.

#### XVII. Miscellaneous

You warrant that it is legal for you to view the website in the jurisdiction to which you are subject. You are responsible for compliance with all laws of that jurisdiction, in viewing or using its contents.

These Terms may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the Terms by express terms. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of these Terms as a whole and any such provision should be enforced by authorities, and reconstructed if need be, to apply to the maximum extent allowable under applicable law. If any provision of the Terms shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. The remainder of the Terms shall be construed as if such invalid or unenforceable provision had never been a part of the Terms but in a manner so as to carry out as nearly as possible the parties' original intent.

The failure by either party to enforce at any time any of the provisions of these Terms, to exercise any election or option provided herein, or to require at any time the performance of the other of any of the

provisions herein will not in any way be construed as a waiver of such provisions. You agree that if LL does not exercise or enforce any legal right or remedy which is contained in the Terms (or which LL has the benefit of under any applicable law), this will not be taken to be a formal waiver of LL's rights and that those rights or remedies will still be available to LL.

Reasonable attorneys' fees and costs will be awarded to the prevailing party in the event of litigation involving the enforcement or interpretation of these Terms. The section headings used herein are for convenience only and shall not be given any legal import.

The Terms constitute the entire agreement between you and LL as to your use of the website and shall supersede any prior agreement or representation in respect thereof.

The Terms supersede and merge all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to these Terms. These Terms may not be modified or altered except by written document duly executed by both parties.

Any and all notices to be given by either party to the other pursuant to or in connection with the Terms shall be deemed sufficiently given when forwarded by e-mail or facsimile transmission in each case addressed to you at any e-mail address or facsimile number you have given us or to us at the e-mail address displayed in Clause I. of these Terms.

You acknowledge and agree that each member of the group of companies of which LL is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them.

Other than this, no other person or company shall be third party beneficiaries to the Terms.

The present Terms are concluded for an indefinite term. Upon termination thereof for whatever reason, you are to return all documentation, confidential or proprietary information and materials and any copies of thereof in your possession or delete any copies of the same held electronically.