

OuterGround – GENERAL TERMS AND CONDITIONS

Version November 2025

1. Definitions

In these general terms and conditions, the following definitions apply:

- a. OuterGround: OuterGround, located at Diepenhorstlaan 11c, 2288 EW Rijswijk, Chamber of Commerce: 64682498, info@outerground.com.
- b. Customer: the natural person (“consumer customer”) or the legal entity acting in the course of a profession or business (“business customer”) who enters into an agreement with OuterGround.
- c. Participant: the person who participates in the escape room game.

2. Applicability

2.1. These general terms and conditions apply to every offer, quotation and agreement between OuterGround and the Customer, unless the parties have expressly and in writing agreed otherwise.

2.2. Any purchasing or other conditions of the Customer do not apply unless expressly and in writing accepted by OuterGround.

3. Formation 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 term is specified, the quotation is valid for 30 days from the date of issue.

3.3. The quotations of OuterGround are based on information provided by the Customer.

3.4. Agreements are concluded when OuterGround accepts the Customer's order by electronic or written confirmation, or when OuterGround commences performance of the assignment.

4. Performance of the Agreement

4.1. In executing the agreement, OuterGround undertakes a best-efforts obligation and will perform the agreement to the best of its knowledge and ability, with the required care in accordance with good workmanship.

5. Rates

5.1. Prices provided and/or agreed by OuterGround (listed in Euros) exclude travel and accommodation costs and other government-imposed taxes and levies, unless otherwise agreed beforehand.

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

6. Payment Terms

6.1. Consumer customers must pay the full invoice before the start of the booked escape room.

6.2. Business customers must pay the invoice within 30 days of the invoice date by transferring the amount due to the bank account stated on the invoice.

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

6.4. Any questions about or objections to an invoice must be submitted to OuterGround in writing within 8 days of the invoice date, with reasoning, otherwise the right expires. After the period lapses, the invoice is deemed unconditionally accepted.

6.5. OuterGround may suspend performance of parts of the agreement until the outstanding invoice has been paid in full.

6.6. In case of late payment, the Customer is automatically in default and OuterGround is entitled to charge extrajudicial collection costs of at least 15 percent of the amount to be collected. The Customer also owes statutory interest; for business customers, statutory commercial interest applies.

7. Obligations of Customer and Participant

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

7.2. The Participant must follow all instructions and safety regulations provided by OuterGround.

7.3. The Participant must arrive at least 15 minutes before the scheduled start time. OuterGround may refuse access if the Participant or team arrives late. The Customer has no right to a refund or compensation.

7.4. Each escape room states a maximum number of participants and a minimum age requirement. Participation with more than the maximum number is not permitted. OuterGround may refuse access if this rule is not followed.

7.5. Each escape room indicates whether specific limitations may apply, such as claustrophobia, mobility issues, pregnancy, or vision impairments. The Participant remains responsible for determining whether they can safely participate.

7.6. Participation under the influence of alcohol or drugs is not permitted. If suspected, OuterGround may deny access.

7.7. A Participant who causes nuisance or disruption, endangers safety, ignores instructions, or misuses the escape room or provided items may be excluded from (further) participation. Any resulting costs or damages are borne by the excluded Participant or the Customer responsible for them.

7.8. If the Customer or Participant fails to properly or timely perform obligations toward OuterGround, they are liable for all direct or indirect damage suffered by OuterGround as a result.

8. Complaints

8.1. Complaints regarding the performance of the agreement must be submitted in writing, fully and clearly described, within 7 days after the complaint arises, to info@outerground.com.

8.2. OuterGround aims to respond within 30 calendar days.

8.3. Unless the Customer proves that provided instructions were followed, complaints that may have been caused by not following instructions will not be handled. The same applies if the Customer did not meet contractual obligations. The burden of proof lies with the Customer.

8.4. All claims or demands against OuterGround expire 1 year after they arise.

9. Force Majeure

9.1. In case of force majeure at OuterGround's side, all obligations are suspended.

9.2. Force majeure includes all circumstances beyond OuterGround's control that were not reasonably foreseeable and that prevent OuterGround from fulfilling its obligations. These include but are not limited to: war, strikes, riots, pandemics, outbreaks, illness of staff or third parties, staff shortages, fire, technical failures, mandatory government measures, border closures, insufficient or incorrect information, or lack of cooperation.

9.3. If force majeure lasts three months or is expected to last longer, either party may terminate the agreement in writing.

9.4. Damage resulting from force majeure is never eligible for compensation.

10. Liability and Indemnification

10.1. OuterGround is only liable for direct damage resulting from intent or deliberate recklessness.

10.2. Direct damage includes only reasonable costs to: restore or remedy shortcomings; prevent or limit damage; and determine cause and extent.

10.3. Liability is limited to the agreement amount and will never exceed the maximum payout from OuterGround's insurer.

10.4. OuterGround is not liable for indirect damages such as consequential damage, lost profits, missed savings, business interruption, reduced goodwill, or loss of data or documents.

10.5. The Customer indemnifies OuterGround against all third-party claims and reasonable defense costs related to work performed for the Customer.

10.6. OuterGround is not liable if the Customer can claim compensation from their own insurer or that of a third party.

11. Cancellation or Changes by Consumer Customer

11.1. A 14-day right of withdrawal applies to online bookings.

11.2. Amendments may be possible by mutual agreement. Additional costs are borne by the Customer.

11.3. Cancellation fees apply as follows:

- Cancellation up to 48 hours before start: €9.50 per booking;
- Cancellation within 48 hours up to the day of start: 50 percent;
- Cancellation on the day itself up to 3 hours before start: 65 percent;

- Cancellation within 3 hours or no-show: full price.

11.4. Change fees follow the structure listed in the original terms.

11.5. Requests must be submitted by email; receipt time determines validity.

12. Cancellation or Changes by Business Customer

12.1. There is no right of withdrawal.

12.2. Amendments may be possible by mutual agreement. Additional costs apply.

12.3. Cancellation fees apply as follows:

- Up to 96 hours before start: 25 percent;
- 96 to 48 hours before start: 50 percent;
- 48 hours to the day of start: 75 percent.

12.4. Cancellation on the day itself or no-show: full price.

12.5. Change fees follow the structure listed in the original terms.

12.6. Requests must be submitted by email; receipt time determines validity.

13. Suspension and Termination by OuterGround

13.1. OuterGround may suspend obligations or terminate immediately without compensation if the Customer fails obligations, if concerns arise about fulfilment, or in case of liquidation, bankruptcy, suspension of payment, attachment lasting more than 3 months, debt restructuring, or any circumstance limiting asset control.

13.2. If termination is attributable to the Customer, OuterGround may claim all direct and indirect damages.

14. Confidentiality

14.1. Participants are kindly but firmly requested not to disclose details or solutions of the escape room, including on social media, covering technical data, gameplay elements, commercial, financial, or legal information.

15. Copyright

15.1. All copyrights on the website, game, and materials belong to OuterGround.

15.2. If the Customer violates these rights, they are liable for all resulting damages, including loss of revenue and reputational damage.

16. Final Provisions

16.1. Dutch law applies exclusively.

16.2. Disputes are submitted exclusively to the competent court in The Hague.

16.3. OuterGround may amend these terms. The latest version applies and will be provided and published.