

Van Ons, B.V. General Terms and Conditions

Contents

Article 1. Identification of the operator
Article 2. Definitions
Article 3. Applicability
Article 4. Quotations, offers and agreements
Article 5. Prices and rates

Services provided by Van Ons BV

Article 6. Services
Article 7. Website and applications
Article 8. Maintenance
Article 9. Development of custom software
Article 10. Test period
Article 11. Domain name registration

Article 12. Hosting

Miscellaneous terms

Article 13. Extra work
Article 14. Usage right
Article 15. Delivery
Article 16. Payment
Article 17. Online Payment
Article 18. Changes and relocation
Article 19. Removal from use
Article 20. Termination
Article 21. Liability
Article 22. Force majeure
Article 23. Intellectual Property
Article 24. Personal information
Article 25. Confidentiality
Article 26. Exclusion
Article 27. Disputes

Article 1. Identification of the operator

Van Ons, B.V., trading under the names Van Ons

Establishment and physical address:

Weteringschans 106
1017 XS Amsterdam

Telephone number (Netherlands): +31 20 331 81 77

E-mail: info@van-ons.nl

KvK (Chamber of Commerce) number: 58002278

VAT number: NL

Article 2. Definitions

General terms and conditions: the below general terms and conditions, in whichever form these are made available, whether on paper or electronically.

Services: all work and other activities which are subject to any offer, quotation, agreement or other legal act in the relationship between the Contractor and the Client.

Products: all movable goods which are subject to any offer, quotation, agreement or other legal act in the relationship between the Contractor and the Client.

Agreement: the agreement between the Contractor and the Client based on which the Contractor provides Services for the benefit of the Client.

Client: person or legal entity who signs or has signed an agreement with the Contractor, or for the benefit of whom the legal act is/shall be performed based on which the Services shall be provided to this party.

Contractor: the legal entity described in Article 1 of these general terms and conditions.

Website: any virtual location on the World Wide Web or similar form of access to or provision of information through which Services or information are provided, including www.van-ons.nl and any other site which is registered under the name of the Contractor.

SIDN: Stichting Internet Domeinnaam Registratie.

Hosting: providing disk space for a website and/or application on a server belonging to the Contractor and providing disk space for e-mail messages.

Programming: any instructions recorded on suitable media, whether readable by machines or not, for the functioning of any automated feature or for the processing of information therein, as well as any documentation directly referring thereto including preliminary and descriptive design materials.

Software: all programming, scripts and code, together with the layout of the interface and included files: images, animations, videos and sound files.

Article 3. Applicability of the general terms

1. The general terms and conditions shall be applicable to and part of any offer, quotation, agreement or other legal act, whether these are made orally, in writing, electronically or in any other form, regarding delivery of Services by the Contractor to or for the benefit of the Client.
2. The general terms and conditions shall also be applicable to Services for which the Contractor has entirely or partially involved third-party services and supplies these, whether processed or unprocessed, to the Client, as well as to Services provided by a third party to the Client in the execution of the offer, quotation, agreement or other legal act commissioned by the Contractor.
3. Any exceptions or amendments to these general terms and conditions shall only be valid if these are expressly agreed upon in advance and in writing by the Contractor and the Client.
4. The Contractor and the Client shall expressly reject the applicability of any potential general (purchase or sale) terms and conditions from the Client.
5. If and insofar as any condition in the general terms and conditions is declared null and void, all other conditions of the general terms and conditions shall remain in full effect. The Contractor and the Client shall then agree upon a new condition to replace the nullified/voided condition, respecting as much as possible the essence and purpose of the nullified/voided condition.
6. In case of any ambiguity about the interpretation of one or more of the conditions in these general terms and conditions, or a situation arises between the parties which is not covered in these general terms and conditions, the interpretation shall be made "in the spirit" of these conditions.
7. Should the Contractor not always require strict compliance with these terms and conditions, this does not mean that the conditions shall no longer be applicable, or that the Contractor should lose to any degree the right in other cases to require strict adherence to the conditions of these terms and conditions.
8. The Contractor shall at all times be entitled to amend these terms and conditions. Amendments shall also apply to existing agreements, subject to a period of 30 days after written notification of the change. Should the Client have a compelling reason not to accept an amendment to the terms and conditions, he may, up to the date on which the new terms shall take effect, terminate the agreement by this date or on the date of receipt of the notice if it falls after the effective date of the change, after communicating the compelling reason. In this case there shall be no (partial) refund of any previous payment.
9. In the case of discrepancies, the Dutch text shall at all times take precedence over any translation.

Article 4. Quotations, offers and agreements

1. Quotations from the Contractor shall be valid for the period stated in the quotation. Should no period be indicated, the quotation shall be valid up to 14 days after the date the quotation is made.
2. All offers from the Contractor shall be non-binding unless expressly stated otherwise in writing.
3. Agreements shall be established when the Contractor confirms the Client's written acceptance of the quotation or offer, or at the moment that the Contractor begins execution of the agreement.
4. Should the Client's commission differ (on secondary items) from the offer given in the quotation, the Contractor shall not be bound by it. The agreement shall not be established pursuant to the differing commission, unless the Contractor indicates otherwise.
5. The Contractor shall not be obligated with regard to complex offers to execute part of the commission for a corresponding part of the submitted price. Offers and quotations shall not apply automatically to future orders.
6. Additions and changes to the agreement may only be made in writing.
7. The agreement to the provision of Services shall be made for 12 months or the duration of a commission, unless otherwise agreed.

8. The Contractor shall be entitled to transfer his rights and obligations arising from the agreement to third parties upon written notice to the Client. The Client may only transfer his rights and obligations under the agreement upon prior written consent of the Contractor, whose permission shall not be withheld unreasonably, at which point the Contractor may propose additional terms.
9. Parties explicitly preclude the enforcement of Title 5 Section 2B of Book 6 of the Civil Code.
10. All agreements between the parties shall be made in Dutch.
11. Should the Client comprise multiple (legal) entities which for the provision of the commission act together, each of them shall be jointly and severally liable for the fulfilment of these obligations.
12. The Client shall be responsible for the accuracy and completeness of the information provided on which the Contractor has fully or partially based his offer. The Client must always exercise the utmost care that the requirements which the Contractor must meet are correct and complete. Any information submitted in drawings, pictures, catalogues, websites, quotations, advertising material, standardization sheets, social media, etc. are non-binding for the Contractor, unless the Contractor expressly states otherwise in writing.
13. The relevant documents and information from the Contractor's administration or systems shall serve as evidence of the work executed by the Contractor, without prejudice to the right of the client to provide evidence to the contrary.

Article 5. Prices and rates

1. All prices and rates referred to or mentioned by the contractor shall be in euros and exclusive of value-added tax (VAT) and exclusive of any other government duties, as well as transportation, delivery, administration, travel and accommodation costs, unless expressly stated otherwise.
2. All budgets and estimates given by the Contractor shall be indicative, unless stated otherwise. The Client may derive no rights from these.
3. Any available budget communicated by the Client to the Contractor shall not apply as a (fixed/ maximum) price agreed between the parties to the work performed by the Contractor. Only if this has been agreed between the parties shall the Contractor be required to inform the Client of any risk of exceeding any indicated estimate or budget by the Contractor.
4. The Client shall be required to make all payments in euros, unless expressly stated otherwise in writing.
5. The Contractor shall at all times be entitled to adjust his prices and rates. The announced price changes shall take effect 1 month after notification thereof.
6. The Client shall be entitled to terminate the agreement before the date on which the price change takes effect, provided the increase is more than 10%. Cancellation must be received by registered mail. The right to terminate the agreement no longer applies should an agreement be reached by both parties that the applicable prices and rates be adjusted in accordance with an index or other benchmark agreed between the parties.
7. The Contractor shall be entitled to pass on to the Client all price increases at his suppliers.
8. All prices on the Contractor's website and in quotations, e-mails and other documents shall be subject to typos and typographical errors.

Services of Van Ons, B.V.

Article 6. Services

1. An accepted commission shall only indicate a best efforts obligation on the part of the Contractor. The Contractor shall be required to execute commissions to the best of his knowledge and ability, taking into account the state of technology and in accordance with the requirements of good workmanship. When executing advisory commissions, the Contractor shall be obligated to take due care in dealing with the Client's interests.
2. The Contractor shall be entitled to delegate granted commissions under his responsibility to be executed by a staff member(s) and/or an engaged third party or parties only under the conditions as defined in Article 21 (liability). The applicability of Article 7:404, 7:407 paragraph 2 and 7:409 of the Civil Code shall be expressly precluded.
3. The Contractor shall not be responsible and/or liable if any work based on advice results in any of the Client's commissions not being completed within the established budget, the established timeframe and/or any other established conditions.

4. Should the agreement be executed in phases, the Contractor may suspend execution of the parts belonging to a following phase until the Client has approved the results of the preceding phase in writing.
5. The Client shall ensure that all information which the Contractor has indicated are imperative or which the client should reasonably understand to be imperative for execution of the agreement is provided in a timely manner. Should the information required for execution of the agreement not be provided on time to the Contractor, the Contractor is entitled to suspend execution of the agreement and/or to charge the Client for any additional expenses resulting from the delay according to the usual rates at such time. The execution period shall only start once the Client has provided the information to the Contractor.
6. If, during execution of the agreement, it appears that for proper execution it shall be necessary to amend or supplement it, then the parties shall in good time and in mutual consultation adjust the agreement. Should the nature, scope or content of the agreement, whether or not at the request or direction of the Client and/or of the competent authorities, be amended and the agreement thereby qualitatively and/or quantitatively changes, then this may have consequences the original agreement. As a result, the originally agreed amount may be increased or decreased. The Contractor shall, whenever possible, give a quotation in advance. Any amendment to the agreement may also change the originally specified deadline. The Client shall accept the possibility of amendment of the agreement, including the change in price and execution period.
7. Should the agreement be amended, including any additions, then the Contractor shall be entitled to wait to begin execution until the Contractor has agreed and the Client has agreed to the price and other conditions specified for execution, including the execution period which shall be determined at such time.
8. The Contractor shall make every effort as a good service provider to ensure the security of the server and to create and maintain the connections between the Contractor's server and the internet.

Article 7. Websites & applications

1. The parties shall specify in writing which conditions a website or application must satisfy and how it shall be developed. The Contractor shall make every effort to deliver the programming based on the information provided by the Client. The Client is responsible for the accuracy, completeness and consistency of the information.
2. Should a commission be granted to build a website or application, 50% of the total amount must be paid before starting construction. The remaining amount must be paid after approval and before the launch of the website.
3. Should the Client wish to terminate the agreement in the period between:
 - a. the date of signing of the agreement and the start of construction of the website or application, the Client agrees to pay the Contractor an amount equal to 25% of the agreed total amount. An intention to terminate must be submitted to the Contractor in writing.
 - b. after construction of the website or application has started, the Client shall agree to pay an amount equal to 75% of the total amount. Construction of the website shall start from the moment a concept design, in whatever form, is placed on a server whose address (URL) is defined by the Contractor and on which the Client's company name is listed.
4. After delivery of the website or application, it shall no longer be possible to cancel the agreement and request a refund. In this case the Client must pay the Contractor the total agreed amount.
5. Standard connections between web shops and accounting packages offered by the Contractor shall be offered as an application with a subscription for 12 months on a prepaid basis. The Client shall accept that the Contractor cannot support developments in all accounting packages, whereby the Contractor is never liable for any incorrect or incomplete data input.
6. Delivery of a website or application shall occur at the time that the Contractor considers the commission complete and submits such in writing to the client. After delivery, any post hoc hours worked shall be recorded as extra work.
7. By supplying materials to the Contractor, the Client shall declare all materials supplied by the Client to the Contractor free from third-part rights, or that the Client has permission from the copyright holder(s) for the Contractor to use the material in the execution of the commission.
8. All amendments to the agreement, whether ordered by the client or because, due to whatever circumstances, a different execution is necessary, shall be deemed extra work whenever additional expenses are associated therewith. These shall be invoiced to the Client accordingly.

9. Unless otherwise agreed, the website shall not be optimized and/or supplied with backlinks, including indexing with search engines, directories, guides and/or relevant newsgroups.
10. The Contractor shall always deliver websites which are compatible with the current version and the previous version of the IE, Chrome, Safari and Firefox browsers.

Article 8. Maintenance

1. Should a maintenance agreement have been made for the programming or should maintenance be included in the usage fee of the programming, the Client shall report detected errors in the programming in detail to the Contractor in accordance with the Contractor's usual procedures. Upon receipt of the report, the Contractor shall give his best efforts to repair apparent programming errors and/or to apply improvements in later versions of the programming. The outcome shall, depending on the urgency, be made available to the Client in the manner and time frame determined by the Contractor. The Contractor shall be entitled to apply temporary solutions, programming workarounds or restrictions which reduce the problem in the programming. In the absence of express agreements in this regard, the Client shall install, set up, configure and adjust the corrected programming or the new version made available and, if necessary, adapt the existing equipment and user environment. Unless expressly agreed otherwise, the Contractor shall not be required to convert data.
2. The Contractor shall not warrant that the programming shall work without interruption, errors or other defects or that all errors or other defects shall be corrected.
3. The Contractor may charge the repair costs according to his usual rates should there have been operating errors or improper use or other causes not attributable to the Contractor or should the programming be modified by anyone other than the contractor. Recovery of damaged or lost data shall not be covered under maintenance.
4. Should a maintenance agreement have been made, the Contractor shall, whenever improved versions of the programming become available, provide these to the client. Three months after the provision of an improved version, the Contractor shall no longer be required to repair any errors in the old version, nor provide support with regard to the old version. For the provision of a version with new capabilities and features, the Contractor may require the client to establish a new agreement and pay new compensation for the provision.
5. If the Client has not entered into a new agreement for the provision of the programming at the same time as entering into a maintenance agreement with the Contractor, the Contractor shall not be required at a later time to enter into a maintenance agreement.
6. In the absence of an expressly agreed invoicing schedule, all amounts relating to maintenance of programming shall be due before the start of the maintenance period.

Article 9. Development of custom software

1. Parties shall specify in writing which functionalities the programming shall have, how it shall be developed and which conditions the programming must satisfy. The Contractor shall make every effort to provide the programming based on the information provided by the Client. The Client shall be responsible for the accuracy, completeness and consistency of the information.
2. The Contractor shall be entitled, but not obligated, to investigate the accuracy, completeness or consistency of the information or specifications made available to him and, should any deficiencies be found, to suspend work until the Client has removed the deficiencies.
3. The source code of the programming and the technical documentation produced during development of the software shall not be made available to the Client and the Client shall not be entitled to make changes in this programming, unless this has been expressly agreed in writing.
4. The Contractor shall be entitled to make use of open source components. The Contractor shall never be held liable for these components.
5. The Contractor shall be entitled to take technical measures to protect the programming. The Client shall be obliged to provide the Contractor access to the programming at all times for such purpose. If the Contractor has secured the software by means of technical protection, the Client shall not be permitted to break, remove and/or bypass this protection.
6. Delivery of an agreed development shall be made at the time that the Contractor deems the commission fulfilled and communicates such in writing to the Client. After delivery any post hoc hours worked by the Contractor shall be classified as extra work.

Article 10. Test period

1. If during the test period it is established that the programming does not meet the agreed specifications, the Client shall inform the Contractor no later than the last day of the test period in writing stating the specifications to which the programming does not conform, hereinafter referred to as "the defects", in which case the test period shall be interrupted. The Contractor

- shall then repair the reported defects as soon as possible and again deliver the programming to the Client. At the time of the new delivery, the test period shall start over. When necessary, the procedure shall be repeated as described above.
2. The Client shall be considered to have accepted the programming: (i) if the parties have not agreed to installation or an acceptance test: upon delivery of the programming; (ii) if parties have agreed to installation: after completion of the installation; (iii) if parties have agreed to an acceptance test: at the end of that test period; (iv) if the parties have agreed to an acceptance test and a situation arises as described in paragraph 1: after the Contractor has repaired the reported defects.
 3. Should the programming be delivered in phases and/or components and tested, the non-approval of a particular phase and/or component shall not affect any approval of another phase and/or component.
 4. For a period of three months after delivery, installation and/or test period, the Contractor shall repair at cost any serious defects in the programming resulting from not meeting the specifications, if and insofar as they are informed of these defects in writing by the Client within that period.
 5. The Client shall be responsible for the proper and judicious use or application of the programming as well as for control and security procedures and adequate system administration.
 6. The Contractor may, during the warranty period described above, charge his usual commercial rates and for the cost of repair if the defects in the programming are caused by user errors and/or improper use of the programming, or by other causes not attributable to the Contractor. The foregoing shall also apply if the defects could have been identified by execution of the acceptance test.
 7. The repair of defects shall take place in a location to be determined by the Contractor. The Contractor shall be entitled to opt to apply permanent or temporary solutions or programming workarounds and/or restrictions to reduce problems in the programming.
 8. After expiration of the warranty period referred to in this article, the Contractor shall not be obligated to repair any defects in the programming, unless the parties have agreed to a maintenance agreement.

Article 11. Domain name registration

1. The application and use of a domain name and/or IP addresses shall be subject to the then-current rules and procedures of the relevant registration authorities, including but not limited to SIDN. The relevant authority shall make the decision to grant domain names and/or IP addresses. The Contractor acts only as an intermediary in the application process and cannot guarantee that an application will be accepted.
2. Domain names shall be registered in the name of the Client. The Client shall be fully responsible for the use of the domain and the domain name. The Client shall indemnify the Contractor against all third-party claims in connection with the use of the domain name.
3. The Client may recognize the act of registration exclusively from the Contractor's confirmation letter informing that the requested domain name is registered. An invoice for registration fees shall not serve as confirmation of registration.
4. In the case of a rejected domain name, the Contractor shall never be liable for damages and the Client shall be charged administration fees.

Article 12. Hosting

1. The Contractor shall have a best efforts obligation with regard to the availability of the server and the network, in accordance with the agreed service level. The Contractor shall never be liable should this level at any time not be reached.
2. The Contractor shall never be liable for loss or unavailability due to force majeure, as well as disruptions in the internet or from other providers, electrical outages, hardware failure, third-party attempts to cause outages or unavailability of a site, etc.
3. The client shall not be permitted to use the Services and/or the provided disk space for:
 - a. acts or practices in violation of the applicable legal provisions, "Netiquette" or the guidelines of the Dutch Advertising Code Committee;
 - b. sending unsolicited e-mail(s) and/or the unsolicited posting of a message with the same content in large numbers of newsgroups on the internet (spamming);
 - c. the infringement of copyrighted works and/or otherwise acting in violation of the intellectual property rights of third parties;
 - d. the disclosure or dissemination of criminal texts and/or image or sound material, including child pornography, racist material and discriminatory expressions and/or which are otherwise offensive;

- e. sexual harassment or any other harassment of persons;
 - f. the unauthorized intrusion of other computers or sites on the internet or an intranet, whether or not any security breach and/or access is acquired by a technical procedure utilizing false signals or a false key, or by adopting a false capacity (hacking);
 - g. spreading computer viruses;
 - h. setting up a pornographic and/or sexually oriented website;
 - i. any other act in violation of the law, the rules of conduct, or publicly decent behavior.
4. The Client shall not be permitted to rent to third parties or otherwise allow third parties to use the disk space provided unless explicitly stated otherwise.
 5. Should the Client have permission from the Contractor to resell the Contractor's Services, this shall at all times be done through the Contractor.
 6. The Contractor shall be entitled in the following cases to block completely for all use or to remove the Client's website from the server without prior warning and without giving any reason with immediate effect, without the Client being entitled to make any claim to compensation, and with the obligation to compensate the Contractor for any damages resulting from the violation incurred by the Contractor or by third parties. Any subscription fees not yet due will be returned, or deducted:
 - a. unless the Client is in breach of the provisions in paragraph 3 or if there is a serious suspicion of violation;
 - b. unless (part) of the Client's site causes or is likely to be the cause of a server belonging to the Contractor "going down" or becoming inaccessible;
 - c. unless there is evidence that the Client has submitted false and/or incorrect personal or company information;
 - d. unless there is evidence that the Client has entered into the agreement under false pretexts.
 7. The Contractor shall have no influence on the information provided on the site or distributed via the servers and is not liable for any possible consequences thereof. Nor shall the Contractor be liable for any leak of confidential information. The Client shall be responsible for the use of payments including credit card and acceptance mechanisms or the use of electronic money through the site or otherwise.
 8. The Client shall solely be responsible for exceeding the agreed amount of data traffic.
 9. Should the Client exceed the data limit, he shall be notified of this by e-mail. If within three months the limit is exceeded for a second time, the subscription shall be converted in consultation with the Client to an appropriate subscription.
 10. Should the client exceed the agreed amount of data traffic, the Contractor shall be entitled, on the basis of subsequent calculation, to charge an amount for such.
 11. The Client shall ensure a regular backup of all files on the server. The Contractor shall not bear any responsibility for any loss of data and the resulting damage.
 12. The temporary unavailability or reduced availability of the application shall never entitle the Client to any refund of (part of) an invoice.
 13. The Client shall expressly be forbidden from using IRC (Internet Relay Chat), or any similar programming.
 14. The Client must set up his own e-mail addresses, activate subdomains, set up and manage underlying databases, set up DNS information and set up and manage statistics. The Contractor shall never be liable for the consequences of this action.
 15. The Contractor shall never be liable for damage due to e-mails received, regardless of any virus scanner the Contractor may employ.
 16. The Contractor shall commit to providing sufficient physical security in accordance with the current state of technology for the equipment used by the Contractor to store computer programs and files in the framework of the agreed provision(s) in the agreement. The Contractor shall commit to the best possible and sufficient logical security in accordance with the current state of technology for the computer programs and files stored for the benefit of the Client against unauthorized access by third parties.
 17. In the case of a server or website outage you can reach Van Ons during office hours (Monday through Friday 09:00 until 18:00 GMT+1). Outside of office hours the first hour of assistance is free of charge and thereafter €170 p/h excl VAT.

Miscellaneous terms

Article 13. Extra work

1. Should the Client, during execution of an agreement, or during the term of a periodic agreement between the Contractor and the Client, request additional deliveries or adjustments

whereby the performance of the Contractor is demonstrably increased, this shall be referred to as extra work. The Client shall be charged for extra work in accordance with the usual hourly rate of the Contractor, based on subsequent calculation. The Contractor shall, however, not be obligated to comply with such requests and may require a separate written agreement for the additional deliveries or adjustments.

2. Should the Contractor, due to circumstances unknown at the time of the offer or commission confirmation, have to perform more work than agreed, or have to perform work under more difficult conditions than were known to him when entering into the agreement, the Contractor shall be entitled to charge the Client for the resulting additional expenses. Should the Client not agree with the additional expenses, he shall be entitled to cancel the part of the commission not yet executed.
3. Extra work delivered by the Contractor shall be considered to be delivered based on the Client's explicit instruction thereto. It falls to the Client to provide evidence to the contrary.
4. The Client accepts that the agreed or expected time of completion of the commission and/or the continuity of the service and/or the mutual responsibilities of the Client and the Contractor may be affected by the work or performance as designated in paragraph 1.

Article 14. Usage right

1. The Client shall receive only a non-exclusive and non-transferable license to use the programming with respect to the agreed purposes for his business or organization. Subject to the other provisions in these general terms and conditions, the usage right shall exclusively include the right to load and run the programming.
2. The programming may only be used by the Client on the specified number or type of processing units, users, and/or terminals for which the usage right is supplied. To the extent that nothing is agreed, the usage right of the Client shall be deemed to have been supplied for those processing units and number of connections on which the programming was used for the first time or was connected.
3. The Client shall not be permitted to sell, rent, sublicense, dispose of or grant limited rights or in any way or for any purpose make available to a third party the programming and media on which it is recorded, even if the third party only uses the software for the benefit of the client, unless otherwise agreed in writing.
4. The Client shall return all copies of the software in his possession without delay to the Contractor should the above defined usage right of the software be terminated. If the parties have agreed that the Client shall destroy the copies concerned when the license to use them has ended, the Client shall confirm such destruction to the Contractor in writing without delay.
5. In the absence of the copies and/or a confirmation of destruction, the Client shall be required to pay reasonable compensation to be determined by the Contractor, as if there were a usage right for the period previously agreed between the parties.
6. Any warranty obligation shall expire if the client has applied changes or has had changes applied to the programming without the prior written consent of the Contractor.
7. The Client shall be responsible for the proper and judicious use or application of the programming as well as for control and security procedures and adequate system administration.

Article 15. Delivery

1. Specified terms for delivery by the Contractor shall be indicative. These shall never be regarded as strict deadlines. The Contractor shall exercise due diligence to respect the agreed (delivery) terms as much as possible. Simply missing a stated or specified term shall not cause noncompliance on the part of the Contractor. The Contractor must therefore be provided by means of notice of default sent by registered mail a reasonable period of at least 21 days to execute the agreement.
2. The Contractor shall not be bound by firm or non-firm (delivery) terms which cannot be met due to circumstances beyond his control, including conditions caused by the Client, including the timely delivery of the correct information or data, which have occurred after entering into the agreement.
3. Delivery shall originate from the Contractor's company. The Client shall be required to receive the Services at the time they are provided to him. Should the Client refuse or fail to provide information or instructions necessary for the delivery, then the Contractor shall be entitled to store the Services at the expense and risk of the Client. The risk of loss, damage or depreciation passes to the Client at the time Services are available to the Client.
4. The Contractor shall be entitled to execute the agreement in phases and to invoice separately for any part thus executed.

Article 16. Payment

1. The administration of the Contractor shall serve as full proof of the invoiced amount.
2. The Client grants approval for any invoicing by e-mail.
3. Payment must be made in the manner agreed by the parties, or if the parties have made no specific arrangements therefor, in the manner specified in the ordering process. For payments by wire or bank transfer, the date of credit shall apply as the date of payment.
4. The Client's obligation to pay starts on the date on which the agreement is made. The payment shall be applicable to the period beginning on the day of the actual provision of Services by the Contractor to the Client.
5. The Client must pay the invoices from the Contractor within the payment term indicated on the invoice. If no payment term is indicated on an invoice, a payment period of 14 days shall apply.
6. The expenses payable, depending on the period for which the agreement is entered into, shall be charged for the following year.
7. All payments made by the Client to the Contractor shall be deducted from any overdue fees and interest and then the oldest outstanding invoices of the Client, notwithstanding any other indication by the Client.
8. The Client shall not be entitled to claim any suspension, set-off or deduction, as well as any departure from the terms of payment, unless express written permission is granted by the Contractor.
9. Should the Client not pay any invoice from the Contractor within the payment period, the Client shall automatically be in default and shall therefore owe interest, without any notice or summons being required.
10. Should (full) payment not be received by the expiration date, the Client shall owe 2% interest per month, which amount is immediately payable.
11. Should the Client still fail to pay the amount due, the Client shall owe collection fees of €75 excluding VAT.
12. Upon consistent failure to pay, the Contractor shall refer the claim to a third party for collection. In this case the Client is, in addition to payment of the principal, the interest due thereon and the collection fees, required to compensate the Contractor for all damages suffered, as well as all extrajudicial and judicial expenses. The extrajudicial expenses shall be equal to 15% of the principal amount, with a minimum of €200 excluding VAT. The Client shall also owe interest on the collection fees.
13. Upon consistent failure to pay, the Contractor shall be entitled to charge penalty interest of 7% plus the current interest rate of the European Bank.
14. Should the Client consider an invoice to be incorrect, the Client may communicate his objections within 14 days at the latest after the invoice date to the Contractor. Upon receipt of the objection, the Contractor shall start an investigation. Should the Client not submit an objection (on time), the invoiced or the collected amount shall be deemed accurate and accepted by the Client.
15. The Contractor shall be entitled to suspend any work to be delivered by the Contractor to the Client until the outstanding amount has been paid by the Client.
16. In case of cancellation, the Contractor shall charge a one-time penalty of €10 excluding VAT.
17. The Contractor shall be entitled to transfer claims for payment of compensation to a third party.

Article 17. Online payment

1. The Contractor shall accept various payment methods including bank transfer, VISA, MasterCard, iDEAL, PayPal, cash on delivery, automatic and one-time direct debit.
2. When paying by credit card, the Contractor shall make every effort to send the details securely. The Contractor shall request authorization of the credit card from the credit card provider.
3. When choosing the method of payment, the Contractor reserves the right to require additional information from the Client or to charge additional fees.
4. Upon receipt of the payment, the order shall be activated by the Client, unless otherwise specified in the order confirmation.
5. For online payment, payment methods which have been approved by the banks shall be utilized.

Article 18. Changes and relocation

1. Changes of invoice, business and/or correspondence address and other administrative details of the Client must be communicated to the Contractor in writing as soon as possible, but in any event no later than 1 month before the actual change takes place.

2. Should the Client fail to communicate such, he shall be liable for any damages suffered by the Client and/or the Contractor with regard thereto. The Client shall receive confirmation of the changes by e-mail within 1 week. Should the client not receive confirmation within 1 week, the change has not been received by the Contractor.
3. Changes to or relocation of a service must be requested from the Contractor in writing. The Contractor is entitled to charge for changes and relocation of a service.

Article 19. Removal from use

1. The Contractor shall be entitled without prior notice to (temporarily) remove from use the server, application and/or service and/or to limit use thereof to the extent necessary for the required maintenance and/or modifications to improve the system or the application, without any right to compensation of the Client toward the Contractor.
2. The Contractor has the right to (temporarily) remove from use Services provided and/or to limit use thereof should the client fail to comply with an obligation to the Contractor with respect to the agreement and/or act in breach of these terms and conditions and/or at the request of the competent authority. The obligation to pay the amounts due shall remain despite the removal from use.
3. Services shall be restored to operation as soon as possible after the Client has complied with his obligations and an appropriately defined amount for restoration of operation has been paid and/or if the Contractor has authorization from the competent authority.

Article 20. Termination

1. The Client must provide a reason for cancellation of the agreement.
2. The Contractor shall be entitled to cancel the agreement by ordinary mail without giving any reason, with due observance of a notice period of at least 1 month.
3. The Contractor shall send a confirmation of any cancellation by e-mail. Should the client not receive a confirmation within 1 week in accordance with paragraph 1, the cancellation has not been received by the Contractor.
4. Each party shall be entitled to terminate the agreement by extrajudicial dissolution should the other party fail imputably to fulfil essential obligations under the agreement and not resolve such failure, after having been appropriately notified in writing, within a reasonable period of time.
5. Termination and cancellation shall not dismiss the Client from any payment obligation with respect to services already provided by the Contractor.
6. The Contractor shall be entitled to suspend the agreement without notice of default and/or judicial intervention, or to terminate with immediate effect and without the Contractor being liable for damages towards the Client, if:
 - 1) the Client has been declared bankrupt, or an application for such is submitted;
 - 2) provisional or final suspension of payment for the Client has been applied for or obtained;
 - 3) the Client has lost discretionary control over (part of) his assets;
 - 4) the Contractor has reason to doubt the ability of the Client to satisfy (in a timely manner) his obligations under the agreement.
 - 5) The Client does not (fully) comply with (one of) his obligations.

Article 21. Liability

1. The Contractor is (partially) dependent in his activities upon the cooperation, services and deliveries of third parties, over which the Contractor has little or no influence. The Contractor shall therefore never be liable for any damages resulting from the agreement between the Client and the Contractor or the cancellation thereof, regardless of whether the damages occur or become visible during or after the agreement with the Contractor. The Contractor is (partially) dependent in his activities upon the information supplied by the client. The Contractor shall never be liable for Services based on inaccurate or incomplete information.
2. The Contractor shall be exclusively liable for direct damages. Direct damages shall be exclusively understood as:
 1. the reasonable expenses incurred for the determination of the cause and extent of the damages, insofar as the determination relates to damages within the definition of these terms and conditions;
 2. any reasonable expenses incurred in order to have the Contractor's defective work conform to the agreement, insofar as this can be attributed to the Contractor;
 3. the reasonable expenses incurred to prevent or limit the damages, to the extent that the Client demonstrates that these expenses have resulted in the limitation of direct damages as intended in these terms and conditions.

3. Any liability of the Contractor for any other form of damage shall be excluded, including any form of indirect damage including additional damage compensation, compensation for consequential damages, loss or corruption of data and damages due to lost sales or profit.
4. The Client shall indemnify the Contractor against all third-party claims for damage compensation, on whatever account, with respect to damages which are in any way caused by the unlawful or careless use of the Services provided to the Client. This shall include, but is not limited to, a fine from SIDN for relocation of any domain name without permission of the owner and damage compensation to a third party whose domain is illegally relocated.
5. If and to the extent that the Contractor is obligated to pay any damage compensation towards the Client for direct damages, or for an imputable breach, these damages shall only be recoverable up to the amount of the agreement, or, if there are multiple invoices, the relevant or final invoice, at all times with a maximum of €500.
6. Any liability shall at all times be limited to the amount compensated by the Contractor's insurance company.
7. Any right to compensation shall be conditional upon the Client reporting the damages to the Contractor as soon as possible, but no later than 14 days after they occur, by registered mail.
8. The Client shall be liable for all damages that the Contractor may suffer as a result of a failure attributable to the Client to comply with the obligations arising from the agreement and these terms and conditions.
9. The Contractor shall never be liable for damages intentionally or unintentionally caused by a third party.
10. Any liability shall be transferred at the time of delivery of the Products. The Client shall at all times be liable for placement, installation and use. The Client shall be responsible for the actual fitting and compatibility of the delivered Products.

Article 22. Force majeure

1. In case the Contractor is prevented by force majeure from execution of the agreed work in whole or in part, he has the right without judicial intervention to suspend execution of the agreement or to regard the agreement in whole or in part as dissolved, as he sees fit, without being subject to any damage compensation or warranty.
2. The supplier shall never be liable for damages as a result of (loss or unavailability due to) force majeure, including due to disruptions in the internet or with other providers, illness, strikes, electrical outages, failure of hardware, third-party attempts to cause outages or unavailability of a site, a non-imputable failure on the part of third parties or subcontractors, etc. Severe obstructions shall be equated with force majeure.
3. Force majeure is considered to include the following: strike, exclusion, fire, equipment failure and other disruptions to operation, either with the Contractor or his suppliers of goods and services, transportation disruptions and other events beyond his control, such as war, blockade, insurrection, epidemic, devaluation, flood and storms, as well as sudden increase in import levies and duties and/or taxes, delay or failure of delivery from suppliers, failure to obtain necessary permits and other government measures.

Article 23. Intellectual property rights

1. All intellectual property rights with respect to the Services as well as the design, programming, documentation and all other materials developed and/or used in preparation or execution of the agreement between the Contractor and the Client, or arising therefrom, shall rest exclusively with the Contractor or his suppliers. The provision of Services shall never serve as any transfer of intellectual property rights.
2. The Client shall not be entitled to remove or modify any designation regarding the confidential nature or regarding copyrights, trademarks, trade names or other intellectual property rights from the programming, websites, databases, equipment or materials.
3. The Client shall not publish, reproduce, or make the Services available to a third party in whole or in part in any manner without the prior written consent of the Contractor, except in such cases where the permission is obvious from the nature of the Service.
4. The Contractor shall be entitled to take technical measures to secure the programming. If the Contractor has secured the programming by means of technical security, the Client shall not be permitted to break, remove and/or bypass this security.
5. The Contractor guarantees that he is entitled to extend the previously defined usage right to the Client. This provision shall not apply if and insofar as the outcome of the Services is modified and/or if such is supplied in conjunction with Services provided by third parties, unless the Client in the latter case demonstrates that the claims of third parties exclusively relate to Services provided by the Contractor.

6. The Contractor shall be entitled to use the trade name and logos of the Client, as well as a shortened version of the agreement, or a previously executed agreement without further permission from the Client for other purposes, including marketing and placement on the Contractor's website.
7. The Client warrants that no third-party rights shall prevent the provision to the supplier of equipment, programming, material intended for websites (images, text, music, domain names, logos, hyperlinks, etc.), database files, or other materials, including design materials, with the purpose of use, processing, installation or incorporation (e.g. on a website). The client indemnifies the Contractor against any third-party claim based on the allegation that such provision, use, processing, installation or incorporation infringes any right of such third party.

Article 24. Personal information

1. The use of the Services in some cases entails processing of personal information. In this context, the Contractor acts as a processor. In that capacity, the Contractor shall comply with all his legal obligations, insofar as the Contractor explicitly commissions the Client and the Client indemnifies the Contractor at his first request against third-party claims. By entering into this agreement, the Client commissions the Contractor to process third-party personal information within the framework of the Service.
2. Upon entering into the agreement, the Client grants express permission to process and/or store in a database both the Client's and third-party personal information for execution of the agreement.
3. At the Client's request, the Contractor shall communicate and/or modify the data processed and to be processed by the Contractor in writing or by e-mail.

Article 25. Confidentiality

1. The Contractor shall be obligated to keep confidential all written information which the Contractor receives for execution of the agreement. The Contractor shall maintain the privacy of the data provided by the Client to the best of his ability. The Client shall be obligated to maintain the confidentiality of all private information from and about the Contractor. The Client shall also impose this obligation on his employees as well as on third parties engaged by him.
2. Information shall in any case be considered private if it is referred to as such by one of the parties.
3. A derogation from the obligation of confidentiality shall be permitted if obligated by law to do so with respect to information that:
 - is already known to the Contractor prior to the start of the agreement;
 - is collected independently of the Client;
 - is obtained by the Contractor without lawful obligation to maintain the confidentiality of a third party;
 - has already been released in the public domain by the owner.

Article 26. Exclusion

1. The Contractor reserves the right to immediately and without prior notice exclude any use of the website if the Client in any way acts in violation of the law, public order, public decency and/or these terms and conditions.
2. An exclusion shall be adopted without prejudice to the right of the Contractor to take legal action and/or to claim compensation for damages.

Article 27. Disputes

1. The agreement in conjunction with these general terms and conditions reflect the agreement between the parties and supersede all previous and contemporaneous agreements, representations and warranties, express or implied, whether written or oral.
2. In all cases not provided for in these terms and conditions, the Contractor shall make the decision.
3. All disputes between the Contractor and the Client shall be governed by Dutch law.
4. All disputes between the Contractor and the Client shall exclusively be submitted to the competent court in the District in which the Contractor is established.