

General Terms and Conditions Bedrijf X

These General Terms and Conditions apply to all offers and quotes from Bedrijf X with respect to Services and are an integral part of every Agreement between Bedrijf X and Customer. Provisions or conditions imposed by the Customer that derogate from, or are not present in, these General Terms and Conditions, are only binding for Bedrijf X if Bedrijf X expressly accepts these in Writing.

Capitalised terms must be understood as defined in Article 1 of these terms and conditions.

Article 1. Definition of used terminology

In these General Terms and Conditions, the following terms should be understood as defined herewith.

- 1.1. **Bedrijf X:** Bedrijf X BV, established in Amsterdam, the Netherlands, registered at the Chamber of Commerce of the Netherlands under 12042312.
- 1.2. **Website of Bedrijf X:** the website of Bedrijf X, available at www.websiteX.nl.
- 1.3. **Subscription:** the Agreement where one or more parties bind themselves for a certain period to provide services continuously (such as a hosting agreement for 12 months).
- 1.4. **Account:** the right to access to a user interface that Customer can use to manage and configure (certain aspects of) the Services, as well as the information stored by Customer.
- 1.5. **General Terms and Conditions:** the provisions in the present document.
- 1.6. **Customer:** the natural or legal person whom Bedrijf X concludes the Agreement with, including parties negotiating with Bedrijf X to that end, as well as their (authorised) representatives or agents, assignees and heirs.
- 1.7. **Services:** the products and/or services that Bedrijf X shall deliver to Customer pursuant to the Agreement.
- 1.8. **Materials:** all works, such as websites and (web) applications, software, house styles, logos, flyers, brochures, leaflets, lettering, advertisements, marketing and/or communication plans, concepts, images, texts, sketches, documentation, advices, reports and other products of the mind, including preparatory materials thereof and (whether or not coded) files or data carriers on which the Materials are stored.
- 1.9. **Agreement:** every agreement between Bedrijf X and Customer on the basis of which Bedrijf X delivers Services to Customer.
- 1.10. **Writing:** paper writings, e-mail, communication by fax, to the extent the identity of sender and the integrity of the message can be sufficiently established.
- 1.11. **High Risk Applications:** applications where errors in the Services may lead to death or severe injuries, severe environmental damage or the loss of (personal) data with very high consequential damage. Examples of High Risk Applications are: transport systems where a mistake can result in trains to derail or planes to crash; medical systems where a mistake can result in a patient to receive no treatment or the wrong treatment; systems on which a substantial part of the population relies for the provision of crucial government services, such as DigiD (in the Netherlands); systems in

necessary for the delivery of the Services or of which Customer should reasonably know that they are necessary for that purpose. The term in which Bedrijf X should execute the agreement shall start only after Bedrijf X has received all requested and necessary data.

4.2. If Customer knows or expects that Bedrijf X should take certain (extra) measures to be able to fulfil its obligations, Customer shall notify Bedrijf X without delay. For example, this obligation applies where Customer knows or should know that an extraordinary peak in the workload of the systems of Bedrijf X will occur, that are likely to cause the unavailability of the Services. This applies especially where Customer knows that Services are also delivered to other parties through the same systems as Bedrijf X uses to deliver Services to Customer. After such warning, Bedrijf X shall make all efforts to prevent the unavailability of Services. All reasonable additional costs made in this context shall be borne by Customer, unless agreed otherwise in Writing.

4.3. Customer may use the Services for High Risk Applications

4.4. If Customer needs any permit or other permission from a government agency or third party for the intended use of the Services, it is Customer's responsibility to obtain such permits or authorisation. Customer guarantees Bedrijf X that it has all permits and permissions required for the intended use of the Services by Customer.

Article 5. Rules of conduct and Notice and Takedown

5.1. Customer is prohibited to use the Services to violate Dutch or other regulation that Customer or Bedrijf X is subject to, or to violate rights of others.

5.2. Bedrijf X prohibits that the Services are used to publish or disseminate Materials (whether they are lawful or not) that:

- are evidently intended to support others to violate rights of third-parties, such as website containing (exclusively or predominantly) hacktools or explanations of cybercrimes that are evidently intended to enable the reader to execute the described criminal activities (and not to defend himself against such);
- are evidently libelous, slanderous, abusive, racist, discriminatory or inciting hatred;
- contain child pornography or bestiality pornography or are evidently intended to help others find such materials;
- constitute a violation of the privacy of third parties, which also includes the dissemination of personal data of third parties without any permission or necessity and the approaching of third parties with unsolicited communication;
- contain hyperlinks, torrents or references to (places containing) materials that evidently infringe copyrights, neighbouring rights or portrait rights;
- contain malware such as viruses or spyware.

5.3. The dissemination of pornographic Materials using the Services is prohibited.

5.4. Customer shall refrain from hindering other customers and internet users or harming the systems or networks of Bedrijf X or other customers. Customer is prohibited to execute processes or programs, whether or not through the systems of Bedrijf X, of which Customer knows or should reasonably know that these may cause damage or hindrance to Bedrijf X, its customers or internet users.

5.5. If according to Bedrijf X hindrance, damage or other dangers arise to the functioning of the systems or networks of Bedrijf X or third parties and/or service

granted in Writing. In other cases, Customer shall not reproduce the Materials or make the Materials available to the public. The foregoing does not apply where it is evident that Bedrijf X has mistakenly refrained from granting Customer such rights explicitly. However, access to or sharing of source codes of Materials shall always be subject to an explicit license.

8.3. Unless agreed otherwise in Writing, Customer is not allowed to remove or modify any notice of copyrights, trade marks, trade names or other intellectual property rights in these Materials, including indications of the confidential nature and secrecy of the Materials.

8.4. Bedrijf X is allowed to take technical measures to protect its Materials. If Bedrijf X has protected its Materials through such technical measures, Customer is prohibited to remove or circumvent such measures, except where mandatory law provides otherwise.

Article 9. Prices

9.1. Unless specified otherwise, and unless Customer is a consumer, all prices stated by Bedrijf X exclude VAT and other levies imposed by the government.

9.2. If a price is based on data provided by Customer and these appear to be incorrect, Bedrijf X is entitled to adjust the prices accordingly, even after the Agreement is concluded.

9.3. If the Agreement is a Subscription, Bedrijf X is entitled to modify the prices at any time.

9.4. Price changes are subject to the same conditions and procedures as changes in the Services and in these General Terms and Conditions.

Article 10. Payments

10.1. Bedrijf X shall invoice the payable amounts to Customer. Bedrijf X may issue electronic invoices. Bedrijf X is entitled to invoice amounts that are due periodically prior to the delivery of Services.

10.2. The payment term for an invoice is fourteen days after the invoice date, unless agreed otherwise in Writing.

10.3. If Customer has not paid the invoice within fourteen days after the payment term has lapsed, Customer is automatically in default.

10.4. If Customer is in default, this shall have the following consequences:

- A statutory interest is due on the outstanding invoice, or 2% per month if that is not the case;
- Websites and other Materials hosted by Customer may be made inaccessible until the outstanding amounts, interest and other payable amounts are paid.

10.5. Customer is not allowed to invoke suspension, set-off or deduction, unless Customer is a consumer.

10.6. If Customer fails to comply with any of the obligations in the Agreement, Bedrijf X is, without sending Customer a notice of default, entitled to take back delivered goods in addition to the delivered Services, without prejudice to the right of Bedrijf X to compensation for damage, lost profits and interest.

disturbances.

12.3. If a case of force majeure continues for more than three months, each party is entitled to terminate the Agreement in Writing. In such case, any performance already made on the basis of the Agreement shall be paid in proportion to the performance, without the parties being obliged to pay any other amount.

Article 13. Secrecy

13.1. The parties shall treat confidentially any information that they provide to each other before, during or after performance of the agreement if said information is marked as confidential or if the receiving party knows or should reasonably suspect that the information was intended to be confidential. The parties shall also impose this obligation on their employees and on any third party they engage with for performance of the agreement.

13.2. Bedrijf X shall make efforts to prevent that it takes notice of data that Customer stores or disseminates through its hardware or software in relation to the Services, unless this is necessary for a proper performance of the agreement or Bedrijf X is required to pursuant to a statutory provision or court order. In such case, Bedrijf X shall make efforts to restrict the notice of such data as much as possible to the extent this is within its power.

13.3. The obligations of this article will continue to exist after the agreement has ended for any reason whatsoever and for as long as the providing party can reasonably claim the confidentiality of the information.

Article 14. Term and termination

14.1. The term of the Agreement is equal to the time span necessary to deliver the Services. If the Agreement is a Subscription, it is concluded for a period of three months.

14.2. If parties agree on a fixed term for the Subscription, parties may not terminate the Agreement early, unless there are special grounds as defined in this Article. Each of the parties may terminate an Agreement, concluded for indefinite period, observing a notice period of 14 days.

14.3. Before the Subscription expires, Customer shall receive a request for renewal for a term stated by Bedrijf X. Only if Customer accepts such request, the Agreement will be renewed.

14.4. Bedrijf X may terminate or suspend the Agreement immediately if one of the following special grounds applies:

- a) Customer in default concerning a substantial obligation;
- b) Customer has filed for bankruptcy;
- c) Customer has applied for a moratorium;
- d) Activities of Customer are being terminated or liquidated.

14.5. If Bedrijf X suspends the fulfilment of obligations, it retains the entitlements arising from the law and the Agreement, including the right of payment for the Services that are suspended.

14.6. If the Agreement is terminated, the claims of Bedrijf X against Customer are immediately due and payable. In case of termination or dissolution of the Agreement, outstanding invoices remain due and payable, without any obligation to cancel or nullify such invoices. In case of termination or dissolution by Customer, Customer may only terminate that part of the Agreement that has not yet been executed by Bedrijf X.

permission is not required in the case such transfer is part of a company takeover or the acquisition of a majority of shares in the party concerned.

VOORBEELD