

## General terms and conditions of Afdeling Online B.V.

General terms and conditions applicable to instructions issued to Afdeling Online B.V., hereinafter referred to as Afdeling Online, with its registered office in Helmond, as filed with the Chamber of Commerce under number 76640647 on 18 February 2020.

### A. General

In these general terms and conditions, the following terms are defined as stated below:

1. Afdeling Online; Afdeling Online B.V. (hereinafter: Afdeling Online), the general partnership with its registered office at 2e Haagstraat 40 (5707 VK) in Helmond;
2. Client: the natural person or legal entity that has instructed Afdeling Online to carry out activities;
3. Agreement: the agreement/contract (including hosting contracts)/subscription/instruction between Afdeling Online and the Client in respect of the service to be provided (including, if applicable, the results of services) or the product to be supplied, any amendment of or addition to the aforementioned, and also all acts and legal acts in preparation for and in implementation of the said Agreement/contract/subscription.
4. Products: all items that are the subject of an Agreement, such as but not limited to software databases and websites, webshops, social media pages and also preliminary and/or definitive designs, formats and suchlike that are made available to the Client by Afdeling Online as the interim result, sub result or end result of the Agreement, whether or not on a provisional basis.
5. Services: all service provision that is the subject of an Agreement, such as but not limited to programming activities, design, development and management activities, the provision of Service in relation to websites, webshops, social media pages and databases, hosting, project management, the provision of advice on the promotion of websites, webshops and social media pages, the delivery of workshops and also all additional and support services in the field of online marketing, including digital campaigns and advice plans.
6. Software: all programs that are necessary to design, develop, manage websites, webshops and social media pages and/or to provide the Service.
7. Service: updating and/or making changes to a website, webshops and/or social media page belonging to the Client. These activities will include updating texts, images, moving images and/or sound on web pages, webshops and/or the social media page in line with changed circumstances, when requested to do so by the Client.
8. Price: the price for the service or product to be provided by Afdeling Online, including all additional costs and taxes.

### B. Applicability

1. These general terms and conditions will apply to all quotations, general offers, acts, legal acts, services and products on the part of Afdeling Online, all agreements and other legal relationships entered into by Afdeling Online and all corresponding trade names, as registered with the Chamber of Commerce under number 76640647. Afdeling Online will be required to confirm all amendments to these terms and conditions explicitly and in writing.

2. By accepting an offer from Afdeling Online to carry out activities or supply a product or products, the Client accepts the applicability of these General Terms and Conditions. Afdeling Online explicitly rejects the applicability of the general terms and conditions of the Client.
3. These general terms and conditions will also apply to additional and subsequent instructions issued by the Client.

### **C. Quotations, offers and Agreement**

1. All quotations and offers issued by Afdeling Online will be free of obligation, except where explicitly stated otherwise.
2. Afdeling Online may not be bound by its quotations or offers if the Client is reasonably able to understand that all or part of the said quotations or offers contain an obvious mistake or slip of the pen. Nor will the Client be able to derive any rights from an offer issued by Afdeling Online that is based on incorrect or incomplete information that the Client has provided.
3. Afdeling Online will reserve the right to refuse instructions without providing reasons for doing so.
4. An Agreement between Afdeling Online and the Client will be concluded if and insofar as Afdeling Online accepts an instruction in writing or by e-mail or Afdeling Online proceeds to implement an instruction.
5. Any additions or amendments during the term of the Agreement will be confirmed in writing or by e-mail wherever possible.
6. It will only be possible to deviate from the provisions of these general terms and conditions in writing. If and insofar as that which has been agreed on in writing between the parties deviates from the provisions of these general terms and conditions, that which the parties have agreed on explicitly in writing will apply.
7. Afdeling Online will endeavour to perform the Agreement to the best of its ability at all times. The obligations ensuing for Afdeling Online from the Agreement will be obligations to use best endeavours. Afdeling Online will never be liable for the non-achievement of the result envisaged by the Client.
8. Afdeling Online will be entitled to engage third parties when performing agreements for clients. Afdeling Online will exercise prudence when selecting third parties. These general terms and conditions will also apply to the third parties referred to in the previous sentence. Therefore, the aforementioned third parties will be able to invoke the provisions of these general terms and conditions in respect of the Client, provided the nature of the rights or obligations does not mean that they are reserved solely for Afdeling Online.
9. The Agreement will be entered into for a minimum period of six months. To safeguard the progress of campaigns, Afdeling Online will also automatically continue optimisation activities even after the period stated in the offer. If the Client wishes to terminate the Agreement, it must notify Afdeling Online of this three months in advance, putting Afdeling Online in a position to finish and transfer its activities properly.
10. It is possible that the nature of the Product and/or Service will change during the term of the Agreement. A change of this nature will always be agreed on with the Client and will only be implemented once approved. Depending on the nature of the change, it will be at the discretion of Afdeling Online to decide whether an updated offer is to be produced that reflects the change in question.
11. If acceptance is not in compliance with the offer in the quotation (to a minor extent), Afdeling Online will not be bound by the said acceptance. In this situation, the Agreement will not be concluded in accordance with the aforementioned non-compliant acceptance, except where Afdeling Online indicates otherwise.
12. A combined quotation will not oblige Afdeling Online to carry out part of the instruction for a corresponding part of the Price specified.

13. Previous offers and quotations will not automatically apply to future instructions.
14. Any delivery dates stated will be approximate, in principle. The Client will never be entitled to compensation if delivery is not effected by the delivery date specified. If a delivery period is a strict deadline, this will be stated explicitly in the quotation or will be determined during the term of the Agreement in consultation.
15. The Client will be required to provide information in accordance with Article D, Paragraph 2, at all times. The cooperation of the employees of the Client may be necessary when planning workshops and suchlike too.
16. If it has been agreed that the Agreement will be performed in phases, Afdeling Online may suspend performance of those parts of the Agreement that fall under a later phase until the Client has approved the result of the preceding phase in writing.
17. If, during performance of the Agreement, it is found that proper performance will only be possible if the activities to be carried out are changed or added to, the parties will promptly modify the Agreement accordingly in joint consultation with each other.

#### **D. Obligations on the part of the Client**

1. The Client will cooperate fully in performance of the Agreement and provide Afdeling Online with all of the information required.
2. The Client will ensure that all information that Afdeling Online identifies as necessary, or that the Client should reasonably understand is necessary, for performance of the Agreement is provided to Afdeling Online promptly. If the information necessary for performance of the Agreement has not been provided to Afdeling Online promptly, being within three months of the date on which it is requested by Afdeling Online, Afdeling Online will have the right to suspend performance of the Agreement and/or to charge the Client for the extra costs ensuing from the said delay, which it will do in accordance with customary rates. If information is not provided promptly, Afdeling Online will also have the right to:
  - Terminate the Agreement with immediate effect, without a notice of default, and issue an invoice for the activities carried out to date, or
  - Agree with the Client that the information required will be provided within 14 days. If the Client fails to provide all of the information required even after the aforementioned 14 days, Afdeling Online will terminate the Agreement immediately, without issuing a notice of default, and the total amount stated in the quotation will be charged. The Client will indemnify Afdeling Online against any form of loss ensuing from termination of the Agreement. As such, the Client will not be able to claim any form of compensation, interest and/or other reimbursements of costs ensuing from termination of the Agreement by Afdeling Online.
3. If performance of all or part of the Agreement is to be effected at the offices of the Client, the Client will make available the workspace and materials required to Afdeling Online.
4. If performance of all or part of the Agreement is to be effected at the offices of the Client, the Client will make available the workspace and materials required to Afdeling Online.
5. The information referred to in Paragraphs 1 and 2 will most emphatically be understood to mean the information referred to in Article E, Paragraph 3.
6. The Client will be required to act in accordance with the relevant statutory provisions, netiquette, the guidelines of the Advertising Code Committee (Reclame Code Commissie), the Agreement and these general terms and conditions.
7. The Client will be obliged to use the Product and/or Service in such a manner that the proper functioning of the Software, computer system and/or any linked websites, webshops and/or social media pages is/are not impeded, or that other clients are not impeded in their use of the Product and/or Service as a result.
8. Afdeling Online will reserve the right to deny the Client access to the Product and/or the Service or Software if the Client acts in a manner that is contrary to the articles above or if the Client

fails to promptly meet its payment obligations as referred to in Article H. Afdeling Online will never be required to pay any compensation should it refuse the Client access to the Product and/or the Service or Software by virtue of this article. The Client will indemnify Afdeling Online against all claims from third parties under this article.

## **E. Specifications and development/management of the website, webshop and/or social media page**

1. If Afdeling Online is to design/develop and/or manage a website, webshop and/or social media page for the Client, the Client must make available to Afdeling Online all of the specifications required for a website, webshop and/or social media page of this nature in advance.
2. The specifications referred to in Paragraph 1 may relate to style, the number of web pages, the webshop and/or social media to be developed, text files, forms, logos, photo and video images, graphic files, sound codes and/or other material to be used.  
The aforementioned specifications could also include the functional and technical characteristics of the website, webshop and/or social media page.
3. The parties will clearly agree in advance which of the information referred to in Paragraph 2 the Client is to provide. The provisions of Article D, Paragraphs 2 and 3, will explicitly apply to the aforementioned information.
4. Afdeling Online will not be responsible for errors that are the result of an incorrect design or the provision of the wrong file. Afdeling Online will not be obliged to check designs and files in advance. The Client guarantees the accuracy of the information provided by it.
5. Afdeling Online will develop and/or manage the website, webshop and/or social media page with all due care, wherever possible with due observance of the specifications referred to in Paragraphs 1 and 2 of this article.
6. The Client itself will be able to change the number of texts (including the links provided), their format and also the images in a text block. The Client is fully aware that any changes to these elements could affect the layout of the website, webshop and/or social media page.

## **F. Amendment and cancellation of the Agreement by Afdeling Online**

1. In certain circumstances, Afdeling Online will reserve the right to interrupt, suspend, move and/or cancel performance of the Agreement. These circumstances must be outside the sphere of influence of Afdeling Online or be circumstances of which Afdeling Online was unaware, or could not have been aware of, when entering into the Agreement and because of which Afdeling Online is temporarily prevented from fulfilling its obligations. The Client will be notified of the aforementioned immediately. If possible, Afdeling Online will offer the Client an alternative. If the Client utilises the aforementioned alternative, the costs applicable will not be refunded.
2. Afdeling Online will reserve the right to amend the dates and location applicable in relation to performance of the Agreement. The Client will be notified of the aforementioned as soon as possible.
3. Should the Agreement be cancelled based on the provisions of this article, the Client will have the right to cancel the Agreement free of charge. In this situation, Afdeling Online will refund the Client any amount paid in advance. Naturally, the aforementioned will be limited to the advance amount paid in connection with performance of the (part of the) Agreement that is cancelled.

## **G. Amendment and cancellation of the Agreement by the Client**

1. If performance of the instruction consists of providing training courses or workshops and, where permitted by a specific instruction, it will be possible to replace a participant who is unable to attend with another participant. This will be at the discretion of Afdeling Online at all times. No extra costs will be due for a replacement of this nature.

2. Cancellation will only be possible in writing. Cancellation of all or part of an Agreement will be free of charge up to six weeks before the date on which performance of the Agreement starts. If an Agreement is cancelled six weeks before the date on which performance of the Agreement starts, the following amounts will be charged six to four weeks before the start date: 50% of the rate ensuing from conclusion of the Agreement (the “agreed rate”); four to two weeks before the start date: 75% of the agreed rate and two weeks or less before the date on which performance of the Agreement starts: 100% of the agreed rate.
3. Changes to training courses, workshops and related products and/or services that have already been scheduled will be subject to the cancellation periods and obligations set out in Paragraph 2 of this article.
4. If the Agreement is amended or added to based on the provisions of this article, the time at which performance is completed may be affected as a result. Should this be the case, Afdeling Online will notify the Client of the aforementioned as soon as possible. The aforementioned amendment or addition to the Agreement will not entitle the Client to compensation.
5. If financial and/or qualitative consequences will ensue from an amendment or addition to the Agreement, Afdeling Online will notify the Client of this fact in advance. Afdeling Online will be entitled to charge the Client additional costs. If a fixed fee has been agreed, Afdeling Online will specify the extent to which an amendment or addition to the Agreement will cause the said fee to be exceeded.
6. In the event of the early cancellation of the Agreement, which the Client has entered into for a definite period, the Client, Afdeling Online will be entitled to compensation of the demonstrable loss resulting from the lower capacity utilization incurred as a result, except where facts and circumstances that are attributable to Afdeling Online underlie the cancellation.

## **H. Prices and terms of payment**

1. Afdeling Online will charge the Client fees and/or costs for performance of the Agreement, which fees and/or costs will also include hosting costs. Hosting costs will be charged from the time at which the website and/or webshop goes 'live', always commencing no later than three months after the date on which the website and/or webshop is ready for use, as stated in Article 1, Paragraph 1. Payment may be effected based on the hourly rates applied by Afdeling Online, multiplied by the number of hours spent on an instruction and/or on the basis of fixed amounts. In addition to this fee, Afdeling Online will be entitled to charge costs, including travel and accommodation expenses and other costs.
2. In the event of a one-off project, Afdeling Online will charge half of the invoice amount in question in advance. In the case of campaigns lasting a minimum of six months, Afdeling Online will issue its invoices quarterly in advance. Afdeling Online will also invoice strip tickets in full in advance.
3. Afdeling Online will be entitled to make performance of an Agreement dependent on payment of an advance by the Client. Where an advance has been requested, Afdeling Online will only carry out activities under the Agreement in question once the Client has paid the said advance. If the advance is not paid, or is not paid in full, Afdeling Online will never be liable for any loss ensuing from non-performance of the Agreement. Any advances will be deducted from an invoice issued within the framework of the Agreement.
4. Afdeling Online will specify all prices in euros – except where stated otherwise – and exclusive of turnover tax, excluding advertising budget and other government levies imposed. Except where explicitly stated otherwise, the Client will bear all costs relating to the Products and/or Services.
5. Except where agreed otherwise, all invoices issued by Afdeling Online are to be paid without any deduction, discount, suspension or setoff within 30 days of the invoice date.
6. Where an Agreement involves the payment of periodic instalments by the Client, Afdeling Online will be entitled to adjust the prices and rates applicable by means of a written

notification, with due observance of a period of one (1) month. If the Client does not agree with the Price and rate adjustment of which it is notified by Afdeling Online, the Client will be entitled to terminate the Agreement with effect from the date on which the adjustment enters into force.

7. The payment obligation of the Client will commence on the date on which the Agreement is concluded.  
Payment will be effected depending on the term and nature of the Agreement, as agreed with the Client in advance, during and upon completion of the Product and/or Service or by means of periodic instalments.
8. If payment for the Product and/or Service is to be effected by means of periodic instalments, these instalments will be due monthly in advance (by direct debit or invoice). In the event of a direct debit, the Client will be required to ensure that it has the funds necessary on its account.
9. If the term of payment is not met (in the event of a direct debit, from the time at which the periodic amount due cannot be collected), the Client will be in default by operation of law and Afdeling Online will be entitled to charge statutory interest. The defaulting Client will bear all collection costs to be incurred.
10. Payments made by the Client will initially serve as settlement of any statutory interest and costs and the expenses incurred pursuing the oldest invoices outstanding, even if the Client states that payment relates to a later invoice.
11. Afdeling Online will be entitled to suspend fulfilment of the obligations ensuing for it from the Agreement if the Client fails to fulfil its obligations or if, after entering into the Agreement, circumstances come to its attention that give Afdeling Online good cause to fear that the Client will not fulfil its obligations.
12. Afdeling Online will not charge any costs for preparing proposals and quotations, except where specific research is necessary for the preparation thereof. In this situation, a prior statement will be issued of the activities undertaken by Afdeling Online and the accompanying costs to be charged. If, during performance of the instruction, it is found that factors unknown when finalising the instruction will cause the Afdeling Online fee to exceed the cost estimate, it will be permitted to exceed the amount of the cost estimate by a maximum of 10% without the prior approval of the Client, except where agreed otherwise in writing. This percentage will not be exceeded without first consulting the Client, at which time it could be decided to review the original cost estimate or the activities to be carried out by Afdeling Online.
13. In the event of the winding-up or liquidation of the Client, if the Client is granted a moratorium, or if application of the statutory debt management scheme for natural persons is ordered in relation to the Client, the obligations of the Client will become due and payable immediately.
14. The Client will continue to be liable for payment of all outstanding amounts, even if the Client has indicated that it entered into the Agreement on behalf of a third party.

## **I. Delivery periods/delivery**

1. Afdeling Online will deliver the Product and/or Service to the Client in the manner agreed. The Product and/or Service will be deemed to have been delivered at the time when Afdeling Online specifies that the activities have been completed, or when it is reasonably apparent to both parties that the activities have been completed. If the Product in question is a website or webshop, the Product will be deemed to have been delivered at the time at which the website or webshop is ready for use. The term 'ready for use' will be understood to mean the time at which the Client can start to fill the website and/or webshop itself, but before the website and/or webshop goes live. If the Product is a website or a webshop, it is possible that it may be 'hosted' on the Afdeling Online server, or the website or webshop could be installed in the premises of the Client or with a provider specified by the Client.
2. The delivery periods specified in quotations, instruction confirmations and agreements will be Approximate and, as such, are not strict deadlines and will not bind Afdeling Online, except

where explicitly agreed otherwise in writing. Afdeling Online will not be deemed to be in default before the Client has given Afdeling Online notice of default in writing, in which notice Afdeling Online is given a reasonable additional period of time in which to perform the Agreement and performance has not been effected before the expiry of the aforementioned period.

3. Delivery periods will only commence when the Agreement is concluded or, if later, upon receipt of all of the materials necessary, as referred to in Article D, Paragraphs 2 and 3, or, if later, upon receipt of the advance or security stipulated.
4. If a delivery period is exceeded, this will not entitle the Client to compensation, except where a gross attributable failure to perform exists on the part of Afdeling Online. In this situation, a fixed period must have been exceeded, which has been agreed on explicitly as such in writing. Where this is the case, the Client will only be able to claim reimbursement of the amounts specified in Article Q. A payment consisting of statutory interest and/or default interest, or a payment for lost profits and/or consequential loss is expressly excluded.

## **J. Additional activities**

1. If Afdeling Online has carried out activities or other performances that fall beyond the scope of the service provision agreed and does so at the request of or with the prior consent of the Client, the Client will pay for these activities or performances in accordance with the customary rates charged by Afdeling Online. Additional activities will also be the case if a design or specifications is or are extended or amended. Afdeling Online will never be obliged to comply with a request of this nature and it may request that a separate written Agreement is concluded for the aforementioned.
2. The Client accepts that the activities or performances referred to in Paragraph 1 of this article may affect the time expected or agreed for the completion of service provision and also fulfilment of the mutual responsibilities of the Client and Afdeling Online. The fact that (demand for) additional activities arises during performance of the Agreement will never entitle the Client to dissolve or terminate the Agreement.
3. Insofar as a fixed Price has been agreed on for service provision, Afdeling Online will notify the Client in writing of the financial consequences of the said additional activities or performances, when asked to do so.

## **K. Guarantee**

1. Afdeling Online will not guarantee that Products will work properly in conjunction with all types or new versions of web and internet browsers and any other programs. Nor will Afdeling Online guarantee that Products will work properly in conjunction with all types of equipment.
2. Afdeling Online will endeavour to ensure that the Client benefits from the greatest availability and usability of the Products and/or Services possible. Afdeling Online will not guarantee that the Products and/or Services are suitable for the use or purpose envisaged by the Client, nor that the Products and/or Services will work without interruption, errors or other faults.
3. After delivering the activities, the Client will be required to immediately ascertain whether Afdeling Online has performed the Agreement properly.
4. Afdeling Online will do its utmost to rectify any mistakes attributable to it in relation to the presentation of the content or the technical operation of the Products and/or Services within a reasonable period of time if the aforementioned has been reported to Afdeling Online in writing in detail within one (1) month of delivery. If usage errors or improper use by the Client is the case, or other causes that are not attributable to Afdeling Online, the costs incurred in relation to their rectification may be charged to the Client in accordance with the customary rates charged by Afdeling Online. If the Client does not submit a complaint on time, no obligation whatsoever will ensue for Afdeling Online from a complaint of this nature.
5. Afdeling Online will never be obliged to restore corrupted data or data that has been lost.

6. Afdeling Online will not be subject to any obligation to rectify errors or defects that are reported after the expiry of the guarantee period specified in Paragraph 4 of this article, except where a separate Agreement has been entered into in which a provision of this nature has been explicitly included.
7. Non-fulfilment by the Client of one or more of its obligations will release Afdeling Online from all of its guarantee commitments.

## L. Confidentiality

1. Both parties are required to maintain the confidentiality of all confidential information that they receive from each other in the context of the Agreement or from another source. Information will, in any event, be deemed to be confidential if it has been identified as such by the Client and Afdeling Online.
2. In the event of the breach of the provisions of Paragraph 1, the Client will be required to pay Afdeling Online a penalty of € 2,500.00 per breach, without prejudice to the right that Afdeling Online has to recover the actual amount of the loss sustained from the Client.
3. Afdeling Online will not be entitled to use the information made available to it by the Client for a purpose other than that for which it has been obtained, except where it has the consent of the Client to do otherwise. However, an exception to the above will be the case if Afdeling Online is acting for itself in administrative, civil or criminal proceedings and the information in question could be important to its success.
4. Afdeling Online will reserve the right to use the name and/or logo of the Client as a reference and to disclose the name and/or logo as such, even after the date on which the Agreement is terminated and/or dissolved.
5. The Client will agree to its personal data being processed for the purpose of market research and direct marketing for the Services of Afdeling Online, with due observance of the relevant statutory provisions. If the Client objects to the processing of its personal data or wishes to withdraw consent that it has granted previously, it will be able to notify Afdeling Online accordingly in writing at all times.
6. The Client will be able to request access to data about it that is stored in the Afdeling Online database at all times.
7. The Client will guarantee that all statutory provisions applicable to any data to be processed, particularly including provisions stipulated under or pursuant to the Personal Data Protection Act, have and will be strictly observed and that all registrations required have been arranged. The Client will immediately provide Afdeling Online with all of the information requested in this respect in writing.
8. The Client will indemnify Afdeling Online against all claims from third parties that might be brought against Afdeling Online due to violation of the Personal Data Protection Act and/or statutory retention periods.
9. Afdeling Online will endeavour to take appropriate technical and organisational measures to secure personal data and data as referred to in this article against loss, destruction and damage or against any form of unlawful or wrongful use. Taking into consideration the state of the art and the cost of implementation, these measures will provide for an appropriate level of security in view of the risks associated with processing and the nature of the data to be protected.
10. Although Afdeling Online will endeavour to secure data in accordance with this article, it will not be liable for any losses that might arise as a result.
11. If Afdeling Online uses the personal data of third parties, which personal data is provided by the Client, including e-mail addresses, telephone numbers and other data, in the context of its performance of the instruction, the Client declares, by issuing the instruction to Afdeling Online, that the said third parties have given the Client their consent to process the data in question and/or to use it for commercial purposes (by third parties), in accordance with relevant



legislation and regulations, with the proviso that Afdeling Online is able to use the said data lawfully or is able to process it in the context of its business activities. The Client will indemnify Afdeling Online against all claims from third parties that might be brought against Afdeling Online due to the unlawful or wrongful use or processing, in the broadest sense of the word, of the personal data on third parties provided by the Client.

12. If the Client issues Afdeling Online with usernames and/or passwords within the framework of the Agreement, the Client will be responsible for these user names and/or passwords and fully liable for any misuse made of them, except where misuse is the result of an intentional act or gross negligence on the part of Afdeling Online.
13. If the Client issues Afdeling Online with usernames and/or passwords within the framework of the Agreement, Afdeling Online will not be permitted to provide these usernames and/or passwords to third parties without the consent of the Client.

#### **M. (Intellectual) property rights**

1. The Client will guarantee Afdeling Online that performance of the Agreement and, in particular, the reproduction or disclosure of the specifications and information received from the Client as referred to in Article E, Paragraphs 2 and 3, and also the material put together by Afdeling Online at the request of the Client will not result in the infringement of the rights of third parties, such as but not limited to intellectual property rights. The Client will indemnify Afdeling Online, both in and out of court, against all claims from third parties ensuing from the alleged infringement of their rights.
2. If reasonable doubt arises or continues to exist in relation to the accuracy of the rights alleged by third parties as referred to in Paragraph 1 of this article, Afdeling Online will have the right, but not be obliged, to suspend performance of the Agreement until the time at which it is irrevocably established by law that Afdeling Online is not infringing the aforementioned rights by performing the Agreement. Afdeling Online will then carry out its activities within a reasonable period of time.
3. All intellectual property rights to all of the Products, Services and/or Software developed or made available under the Agreement will be vested solely with Afdeling Online or its licensors. The Client will solely acquire a non-exclusive and non-transferable right of use with regard to intellectual property, in accordance with the use envisaged for the term of the Agreement.
4. If Afdeling Online creates accounts for online software tools on behalf of the Client, including but not limited to Google AdWords accounts, these accounts will belong to the Client. The Client itself will be required to make the payments due for the aforementioned accounts and will release Afdeling Online from the obligation to pay the said amounts.
5. The Client will reserve the right to reproduce and/or disclose and/or circulate the Products, Services and/or Software and the corresponding other materials.
6. The Client will not be permitted to remove or change any notices pertaining to copyright, brands, trade names or other intellectual property rights from the Products, Services and/or Software, including notices on the confidential nature and non-disclosure of the Software.
7. Afdeling Online will be permitted to take technical measures to protect the Products, Services and/or Software. If Afdeling Online has secured the aforementioned by putting technical protection in place, the Client will not be permitted to remove or circumvent this security.
8. Afdeling Online will reserve all rights with regard to intellectual products that it uses or has used and/or develops within the framework of the performance of the Agreement entered into with the Client, insofar as these rights arise for it by law.
9. The Client is expressly not permitted to directly or indirectly reproduce, disclose and/or economically exploit the said products/works, including advertising campaigns, working methods, advice, models and other intellectual products of Afdeling Online, all of the foregoing in the broadest sense of the word, except where it is the explicit intention (as confirmed in writing) that these products/works are reproduced, disclosed and economically exploited.

Therefore, disclosure will solely be permitted with the written consent of Afdeling Online. Naturally, Afdeling Online will always have the right to reproduce the documents for use in its own organisation, insofar as appropriate given the purpose of the Agreement. The aforementioned will apply mutatis mutandis in the event of the early termination of the Agreement.

#### **M. (Intellectual) property rights**

1. The Client and Afdeling Online may give notice to terminate the Agreement (early) at any time. If the Agreement ends before the activities have been completed, the Client will be required to pay the part of the quotation amount that pertains to the activities carried out by Afdeling Online.
2. The other party must be notified of the notice to terminate the Agreement in writing.
3. Notice to terminate the Agreement will not release the Client from its (payment) obligations towards Afdeling Online.
4. If Afdeling Online has proceeded to give notice to terminate the Agreement (early), the Client will be entitled to the cooperation of Afdeling Online when transferring activities to third parties, except where intent or deliberate recklessness is the case on the part of the Client, because of which Afdeling Online feels compelled to proceed to give notice to terminate the Agreement. The right to cooperation provided for in this paragraph will only apply if the Client has paid all underlying outstanding advances or invoices.
5. Provisions of this Agreement that are explicitly or implicitly intended to remain in force after the termination of this Agreement will remain in force after the aforementioned termination and will continue to bind both of the parties.

#### **O. Security**

1. As security for payment of all that which is due from the Client to Afdeling Online at any time, the Client will be obliged to provide security or to cooperate in the transfer of debts when requested to do so by Afdeling Online. Which of the aforementioned applies will be at the discretion of Afdeling Online.

#### **P. Complaints**

1. Afdeling Online must be notified of all complaints relating to the activities carried out and/or the invoice amount in writing within 30 days of the send date of the documents or information about which the Client is complaining, or within 30 days of the discovery of the shortcoming in question, if the Client demonstrates that it could not reasonably have discovered the shortcoming earlier. After the expiry of the aforementioned periods, the Client will be deemed to have accepted the activities and/or invoices.
2. The complaints referred to in Paragraph 1 of this article will not suspend the payment obligation of the Client.
3. If a complaint has been submitted and is found to be justified, Afdeling Online will be able to choose to either adjust the rate charged, improve the activities free of charge, repeat the activities in question or cease performance of all or part of the Agreement and provide the Client with a proportional refund of the rate it has already paid.

#### **Q. Liability**

1. Afdeling Online will not be liable for any losses sustained by the Client that arise because the Client has provided Afdeling Online with documents and information that are incorrect or incomplete.
2. Afdeling Online will never be liable for any consequential loss, trading loss or indirect loss that is the result of non-performance, late performance or defective performance by Afdeling Online.

3. Afdeling Online will only be liable to the Client for losses that are the direct result of an attributable failure (or series or related attributable failures) in the performance of activities. Afdeling Online will undertake to insure itself and keep itself insured against liability for losses as the result of the non-performance, incorrect, late or incomplete performance of instructions.
4. Liability for the compensation of the losses sustained will be limited to the amount that is actually paid out under the insurance referred to in Paragraph 3, plus the amount of the excess. If, for whatever reason, no payment is effected under the insurance referred to in Paragraph 3 through no fault or action of Afdeling Online, any liability will be limited to the quotation amount/fee stated in Article C. The last sentence will not apply to agreements that have a term in excess of half a year; liability up to a maximum of the invoice amount over the last six months will apply for these agreements.
5. Afdeling Online will always have the right to rectify the losses sustained by the Client, if and insofar as possible.
6. The Client will indemnify Afdeling Online against all claims from third parties that are directly or indirectly connected with performance of the Agreement. The Client will particularly indemnify Afdeling Online against claims from third parties that are brought because the Client provided Afdeling Online with information that was incorrect or incomplete, except where the Client demonstrates that the losses sustained are not connected with an imputable act or omission on its part, or the result of an intentional act or gross negligence on the part of Afdeling Online. The term 'claims from third parties' will also be understood to include administrative penalties imposed on the Client as the co-perpetrator of a tax-related omission.

## R. Force majeure

1. Afdeling Online will not be obliged to fulfil any obligation from the Agreement if it is prevented from doing so by a circumstance that cannot be attributed to it by law, a legal act or according to generally accepted standards. The term 'force majeure' will also be understood to include a situation where Afdeling Online is unable to fulfil its obligations (on time) due to a failure on the part of third parties that are involved in performance of the Agreement. The term 'force majeure' will also be understood to include the following in any event: war, the danger of war, riots, work strikes, wilful damage, fire, accidents, illness, water damage, flooding, atmospheric conditions, the long-term loss of electricity, changes or maintenance to the telecommunications network and/or electricity networks of others, cable breaks, disruptions to equipment and communication connections, including telecommunications connections or the hindrance of or refusal to perform by the suppliers on which Afdeling Online depends when providing its Products and/or Services.
2. If a force majeure situation has lasted more than 30 (thirty) days, Afdeling Online will have the right to terminate the Agreement in writing. If Afdeling Online has already met some of its obligations, or is only able to fulfil some of them, when the force majeure situation arises, it will be entitled to issue a separate invoice for the part of the Agreement already performed or performable, as if an independent Agreement were the case. Any losses sustained as the result of force majeure will never be eligible for compensation.

## S. Termination

1. Afdeling Online will be entitled to terminate the Agreement with the Client in writing without judicial intervention if:
  - The Client is put into liquidation;
  - A winding-up petition is filed in relation to the Client;
  - The Client is granted a (provisional) suspension of payment;
  - The Client ceases or liquidates its business activities, or an important part thereof, or a decision to this end is taken;

- Attachment is levied on a significant part of the assets of the Client at the very least;
  - The Client fails to fulfil the obligations it has towards Afdeling Online even after being issued with a written demand giving it a reasonable period to fulfil the obligations it has towards Afdeling Online;
  - The Client is otherwise not deemed to be in a position to fulfil the obligations it has towards Afdeling Online.
2. Without prejudice to the provisions of this article, Afdeling Online will have the right to terminate the Agreement with immediate effect and without judicial intervention if:
- The Client makes improper use of the internet;
  - The Client circulates information that is in violation of national and international legislation and regulations;
  - The Client circulates information that is contrary to generally accepted norms and values;
  - The Client circulates information that is discriminatory in terms of appearance, race, religion, gender, culture, origin, or can otherwise be deemed to be offensive;
  - The Client otherwise acts in a manner that is incompatible with the norms and values of Afdeling Online, subject to the discretion of Afdeling Online.

## **T. Miscellaneous**

1. If a judicial authority voids a provision of these general terms and conditions, declares it null and void or invalid, this will not affect the other provisions of these general terms and conditions. In this situation, the Client and Afdeling Online will enter into consultation with each other to agree on new provision that reflects the object and purport of the provision that has been voided, declared null and void or lost its validity as much as possible.
2. Afdeling Online will be able to transfer the rights and obligations ensuing for it from an Agreement to another legal entity if ownership of (part of) its organisation passes to the aforementioned entity. The Client will not be able to transfer the rights and obligations ensuing for it from an Agreement and/or general terms and conditions to a third party without the consent of Afdeling Online. Afdeling Online will not withhold its consent on unreasonable grounds.
3. Provisions of these general terms and conditions and/or the Agreement that are, by their nature, intended to remain in force once the Agreement ends will continue to apply.
3. Afdeling Online will issue these general terms and conditions to the Client free of charge.

## **U. Applicable law and disputes**

1. Dutch law alone will apply to all legal relationships to which Afdeling Online is a party, even if all or part of an Agreement is performed abroad or if the party involved in the legal relationship has his/her place of residence in the country in question. The applicability of the Vienna Sales Convention is excluded.
2. The parties will only appeal to the courts if they have done their utmost to settle a dispute in joint consultation.
3. All disputes ensuing from offers and agreements, by whatever name, will be subject to the discretion of the court in the district in which Afdeling Online has its registered office, except where jurisdiction is imperatively conferred on another court by law.