Afdeling Online B.V. | General Terms and Conditions

Version 1.1 | January 1 2026

These are the general terms and conditions of Afdeling Online B.V., located at 2e Haagstraat 40, 5707 VK in Helmond and registered with the Chamber of Commerce under registration number 76640647. These general terms and conditions also apply to all services and communications that take place under the trade names “Itch” (itch.nu) and “Afdeling Cultuur” (afdelingcultuur.nl), both of which are part of Afdeling Online B.V. (hereinafter jointly referred to as “Afdeling Online”).

Artikel 1 Definitions

1.1 In these Terms and Conditions, the following capitalized terms are used in both the singular and plural. These terms mean:

Attachment:	Appendix to the General Terms and Conditions with specific provisions regarding the Services to be provided;
Services:	The services to be provided by Afdeling Online to the Client under the Agreement, including but not limited to programming work, design, development, management, execution of online marketing campaigns, hosting, project management, advice on the promotion of websites, web shops, social media pages, providing workshops as well as all additional and supporting services in the field of online marketing, including digital campaigns and advisory plans;
General Terms and Conditions:	These terms and conditions of Afdeling Online including all applicable Appendices;
IP Rights:	All intellectual property rights and related rights, such as but not limited to copyrights, trademark rights, patent rights, design rights, trade name rights, domain name rights, database rights and neighboring rights, as well as rights to know-how and one-line performances;
Client:	The natural or legal person who has entered into or will enter into an Agreement with Afdeling Online;
Agreement:	The entire agreement between Afdeling Online and Client concerning the provision of the Services, including the offer or quotation from Afdeling Online, these General Terms and Conditions, any service level agreement and/or processing agreement concluded between the Parties and all other documents containing agreements in the context of the Services to be provided;
Parties:	Afdeling Online and Client;
Personal data:	Any information relating to an identified or identifiable natural person, as referred to in Article 4 paragraph 1 of the General Data Protection Regulation;

Artikel 2 General

2.1 These Terms and Conditions apply to and form an integral part of all Agreements between Afdeling Online and the Client. In addition to these Terms and Conditions, the specific Appendix(es) to the Terms and Conditions provided by Afdeling Online to the Client also apply.

2.2 When the General Terms and Conditions indicate that an action must be taken in writing, this also includes action by e-mail.

2.3 Deviations from the General Terms and Conditions are only valid if they have been expressly agreed in writing by Afdeling Online and the Client and only apply to the specific Agreement for which they have been agreed.

2.4 Any purchasing or other conditions of the Client shall not apply to the Agreement, unless the Parties have expressly agreed otherwise in writing.

2.5 Once these General Terms and Conditions have applied to a legal relationship between Afdeling Online and the Client, the Client is deemed to have agreed in advance to the applicability of these General Terms and Conditions to all Agreements concluded and to be concluded thereafter.

2.6 If and to the extent any provision of the Terms and Conditions is declared null and void or annulled, the remaining provisions of the Terms and Conditions will remain in full force and effect. In that case, the parties will consult with each other to establish a new provision to replace the void/annulled provision, taking into account the intent of the void/annulled provision as much as possible.

2.7 In the event of any conflict between provisions from different parts of the Agreement and the General Terms and Conditions, the following order of precedence shall apply, with the document mentioned first always taking precedence over the document mentioned later:

I. offer or quotation
II. Appendix Processor Agreement (if applicable)
III. service level agreement (if applicable)
IV. Appendices to General Terms and Conditions
V. General Terms and Conditions
VI. other documents (if applicable)

2.8 Electronic communications between the Parties shall be deemed to have been received on the day of dispatch, unless proven otherwise.

Artikel 3 Quotations and conclusion of Agreement

3.1 Quotations and other offers from Afdeling Online are without obligation and can be revoked by Afdeling Online within a reasonable period after acceptance.

3.2 Offers and quotations lose their validity four weeks after the date of issue, unless otherwise stated in writing.

3.3 The Client warrants the accuracy and completeness of the information provided by or on behalf of the Client to Afdeling Online, on which Afdeling Online bases its offer. If this information proves to be inaccurate or incomplete, Afdeling Online has the right to amend, terminate, or dissolve the offer or the Agreement already concluded.

3.4 An Agreement is entered into when the Client accepts, in writing or otherwise, an unmodified, valid quotation and/or offer from Afdeling Online. In the event of verbal acceptance, Afdeling Online may request written confirmation before commencing performance of the Agreement.

Artikel 4 Execution of the Agreement and delivery

4.1 Afdeling Online will perform the Agreement to the best of its knowledge and ability, in accordance with the requirements of good workmanship, and based on the current state of science and technology. The Agreement between Afdeling Online and the Client is a best-efforts obligation. Any service level agreements will always be agreed upon in writing in a separate service level agreement.

4.2 The Parties shall determine the delivery terms and dates in the Agreement, as well as the location and manner in which the Services are provided and/or delivered. The duration of an assignment depends on various factors and circumstances, such as the quality of the data and information provided by the Client and the cooperation of the Client and relevant third parties. Therefore, the stated delivery dates are not final deadlines, unless the Parties have expressly agreed otherwise in writing. In the event of a (threatened) exceedance of a (delivery) date, the Parties shall consult with each other as soon as possible to take appropriate measures.

4.3 If it has been agreed that the Agreement will be performed in phases, Afdeling Online is entitled to postpone the commencement of the Services belonging to a subsequent phase until the Client has approved the results of the preceding phase in writing.

4.4 Afdeling Online is not obligated to follow instructions that change or supplement the content or scope of the agreed-upon Services; if such instructions are followed, the relevant work will be compensated in accordance with Article 6 of the General Terms and Conditions.

4.5 Afdeling Online is entitled to have the Agreement performed, in whole or in part, by third parties, or to engage third parties in the performance of the Agreement. In such cases, Afdeling Online remains responsible to the Client for the correct and timely performance of the Agreement.

4.6 Services will be deemed accepted between the Parties if the Client has not provided a detailed written explanation of why the Services are not accepted within five (5) business days after delivery of the relevant Services. If they are not accepted, Afdeling Online must replace or modify the Services within a reasonable period of time. If the Client again does not accept the Services, the Parties will go through the acceptance procedure again. This procedure will be repeated each time the Client again substantiates why the Services are not accepted during the renewed acceptance test.

4.7 In addition to Article 4.6, if either Party deems further adjustments to the Services unsatisfactory after a reasonable number of repair attempts (at least two), the Party in question has the right to terminate the Agreement. In that case, the Services already provided, including repair attempts, will be billed pro rata to the extent they represent an independent value. After termination, the Client will no longer be entitled to use the rejected Services.

4.8 The risk of loss, theft, embezzlement or damage to items, products, information/data, documents or programs created or used in the context of the performance of the Agreement shall pass to the Client at the time they are brought into the actual possession of the Client or an assistant of the Client.

Artikel 5 Prices and payment terms

5.1 Unless otherwise stated, all prices are in euros and exclusive of sales tax (VAT) and other government levies.

5.2 Unless expressly agreed otherwise, price indications, estimates, budgets, and/or preliminary calculations provided by Afdeling Online are for illustrative purposes only and no rights or

expectations can be derived from them. Actual hours spent may deviate from these. To the extent the work falls within the original scope of the Agreement, Afdeling Online is entitled to charge the Client for the additional hours required at the agreed rates, even if this results in exceeding a previous indication or estimate. Only if the Parties have agreed to do so is Afdeling Online obligated to inform the Client if a preliminary calculation or estimate is exceeded.

5.3 The Parties will specify in the Agreement the date or dates on which Afdeling Online will invoice the Client for Services. Invoices will be paid by the Client according to the payment terms stated on the invoice. In the absence of a specific arrangement, the Client will pay within thirty (30) days of the invoice date.

5.4 Afdeling Online will charge half of the invoice upfront if the Agreement is a one-time project. If the Agreement is for a minimum of three (3) months, Afdeling Online will invoice quarterly in advance. Afdeling Online will also invoice strip cards in full in advance.

5.5 Afdeling Online is entitled to make performance of an Agreement dependent on payment of an advance by the Client. In the event of a requested advance payment, Afdeling Online will only perform work under the relevant Agreement after the advance payment has been received by the Client. If the advance payment is not made, or at least not made on time, Afdeling Online will never be liable for any damages resulting from the failure to perform the Agreement.

5.6 If the Client fails to pay the amounts due on time, the Client shall owe statutory interest on the outstanding amount, without any notice of default or reminder being required. If the Client fails to pay the claim after a notice of default or reminder, Afdeling Online may pass the claim on to a third party, in which case the Client shall, in addition to the total amount then due, also be liable for all judicial and extrajudicial costs, including costs for debt collection agencies, lawyers, legal advisors, and other external experts.

5.7 Afdeling Online reserves the right to suspend the Agreement in whole or in part, without liability for any adverse consequences, if the Client fails to pay the amounts due in full within the due date, or if full payment is not received after a voluntary reminder from Afdeling Online. During the suspension, any periodic fees remain due.

5.8 Afdeling Online has the right to retain Services that are still in the possession of Afdeling Online if Client fails to meet its payment obligation, until Client has met its payment obligation, regardless of whether the payment arrears relate to the Services that Afdeling Online still holds.

5.9 Afdeling Online is entitled to increase the prices for its Services annually, effective January 1st, during the term of an Agreement, in accordance with the price index for the preceding calendar year, as published by Statistics Netherlands (CPI): the "Services Price Index," plus a maximum of fifteen percent (15%). Afdeling Online is entitled to implement the cost increase at a later date if it deems this administratively desirable.

5.10 Comments or complaints about invoices, notes, and statements must be submitted in writing within fourteen (14) days of receipt of the invoice, note, or statement in question, failing which they will be deemed accepted. Such complaints do not suspend the payment obligation.

5.11 Afdeling Online is entitled to invoice the Client in the interim and/or on the basis of advance payments, to offset these amounts or to request security for compliance by the Client.

5.12 Client agrees to electronic invoicing by Afdeling Online.

Artikel 6 Changes and cancellations of the order

6.1 The Client agrees that the timeline of the Agreement may be affected if the scope of the Agreement is expanded and/or changed in the interim. If the interim change affects the agreed fee, Afdeling Online will notify the Client as soon as possible.

6.2 If, as a result of an amendment to the Agreement as a result of additional requests or wishes from the Client, Afdeling Online needs to carry out additional work (additional work), this work will be charged to the Client on a post-calculation basis using the rates customary at that time, unless expressly agreed otherwise in writing.

6.3 Afdeling Online is entitled to carry out this additional work without (prior) written permission from the Client, provided that the costs associated with this additional work do not exceed ten percent (10%) of the originally agreed total fee.

6.4 If the additional costs exceed ten percent (10%), Afdeling Online will notify the Client. The parties will then discuss the measures to be taken in consultation.

6.5 Cancellation of the Agreement, in whole or in part, is only possible in writing. In the event of cancellation by the Client, the following terms and fees apply, each calculated based on the agreed-upon fee for the cancelled Services:

a. up to six (6) weeks before the agreed starting date: free of charge;
b. from six (6) weeks to four (4) weeks before the agreed starting date: fifty percent (50%);
c. from four (4) weeks to two (2) weeks before the agreed starting date: seventy-five percent (75%);
d. from two (2) weeks before the agreed starting date: one hundred percent (100%).

Artikel 7 Client Obligations

7.1 The Client shall ensure that all data and/or information that the Afdeling Online indicates is necessary or that the Client reasonably should understand is necessary for the performance of the Agreement, including information regarding legislation and regulations to be observed by Afdeling Online that are specific to the Client's industry, are provided to Afdeling Online in a timely manner and shall provide all cooperation requested by Afdeling Online.

7.2 If data required for the performance of the Agreement are not provided to Afdeling Online in a timely manner, Afdeling Online shall have the right to suspend the performance of the Agreement and/or charge the Client for the additional costs resulting from the delay at the then applicable customary rates.

7.3 To the extent that Afdeling Online provides usernames and/or passwords under the Agreement, the Client shall be responsible for these usernames and/or passwords and shall be fully and independently liable for any misuse of the usernames and passwords, unless such misuse is the result of intent or deliberate recklessness on the part of Afdeling Online.

7.4 To the extent that Afdeling Online provides usernames and/or passwords in connection with the Agreement, the Client is prohibited from providing these usernames and/or passwords to third parties without the permission of Afdeling Online.

7.5 Client will:

I. Provide all necessary cooperation in connection with the Agreement in a timely and efficient manner, including granting access to all systems, links, networks, and physical locations that Afdeling Online requires to provide the Services. In the event of delays in the Client's cooperation as agreed by the Parties, Afdeling Online may reasonably adjust the agreed time schedule or delivery schedule.

II. when using the Services, follow all reasonable advice and instructions from Afdeling Online;

III. provide all necessary access to the information that Afdeling Online needs to provide the Services, including but not limited to client data, program code, security access information and configuration services, and guarantees the accuracy, completeness and consistency of this information;
IV. comply with all applicable laws and regulations relating to its activities under the Agreement;
V. to obtain (and maintain) all necessary licenses and consents required for Afdeling Online to perform its obligations under the Agreement; and
VI. ensure that its network and systems comply with the relevant specifications provided by Afdeling Online from time to time.

7.6 The Client guarantees that the information and materials provided to Afdeling Online are accurate and complete. Afdeling Online has the right, but not the obligation, to verify their accuracy and completeness. If the information or materials are found to be inaccurate or incomplete, Afdeling Online has the right to suspend the service until the Client has remedied the deficiencies.

7.7 If the performance of the Agreement is (partly) dependent on third parties engaged by the Client – including, but not limited to, access to external accounts (such as Google Ads, Google Analytics or similar platforms), the provision of images, content or other input – the Client guarantees that Afdeling Online will obtain timely and full access to these resources. If the Client fails to provide this, or if this access or input is not provided for other reasons, Afdeling Online will be entitled to suspend its obligations without default on its part. Any delays or incomplete service resulting from this will be at the expense and risk of the Client. In that case, Afdeling Online will remain entitled to charge the agreed fee.

7.8 Any delays or additional costs resulting from the Client's failure to comply with this article will be borne by the Client. Subscription hours not used within a given period as a result will be forfeited in accordance with Article 8.3. Afdeling Online cannot be held liable for this.

7.9 Client indemnifies Afdeling Online and holds Afdeling Online harmless from all claims and consequences of Client's failure to comply with the provisions of this article.

Artikel 8 Effective date, term and (interim) termination

8.1 An Agreement commences on the date described in Article 3.4 for the period agreed upon in writing between the Parties. The term of an Agreement for a defined, one-time project ends upon completion of that project.

8.2 If the Agreement (also) consists of a subscription following prior one-off work, the subscription will commence on the first day of the month following the completion of that work, but no later than three (3) months after signing the quotation. If the work has not yet been fully completed at that time, the subscription will nevertheless commence, unless the delay is demonstrably the result of an attributable act or omission on the part of Afdeling Online.

8.3 The agreed-upon subscription hours must be used within the relevant month. Hours not used within that month automatically expire, unless the Parties agree otherwise in writing. In all cases, the Client's payment obligations remain in full force.

8.4 The term of a continuing performance agreement is specified in the Agreement. If no term is specified in the Agreement, it is deemed to have been entered into for an initial period of one (1) year.

8.5 If the Agreement falls outside the scope of paragraph 1 of this Article, it will be tacitly renewed for an indefinite period at the end of the initial term, unless either Party terminates the Agreement in writing at least 3 months before the end of the initial term.

After extension for an indefinite period, the Agreement may be terminated at any time by either Party with 3 months' notice.

8.6 The Parties are not permitted to terminate an Agreement during its initial term, except as expressly provided in the Agreement. This means that the Agreement will always continue until the end of the agreed initial term. The Parties agree that Article 7:408, paragraph 1, of the Dutch Civil Code does not apply to the Agreement.

8.7 Each Party is entitled to terminate the Agreement in whole or in part in the event of bankruptcy or suspension of payments of the other Party, as well as in the event of the closure or liquidation of the other Party's business other than for the purpose of reconstruction or merger. In addition, Afdeling Online has the right to terminate the Agreement if the decisive control over the Client's business changes.

8.8 Termination of the Agreement on the grounds of attributable failure to perform is only permitted after a detailed written notice of default has been given, setting a reasonable period for remedying the failure, unless otherwise provided in these General Terms and Conditions or otherwise prescribed by law.

8.9 In the event of termination of the Agreement, that which Afdeling Online has already delivered and/or performed and the associated payment obligation will not be undone, unless the Client proves that Afdeling Online is in default with respect to the essential part of those performances. Amounts invoiced by Afdeling Online prior to termination in connection with that which Afdeling Online has already properly performed or delivered in execution of the Agreement, remain payable in full, subject to the provisions of the previous sentence, and become immediately due and payable at the time of termination.

8.10 In the event of termination or dissolution of the Agreement, all rights granted to the Client shall lapse. The Client shall no longer be entitled to use the Service.

8.11 Articles which by their nature are intended to continue to apply after the termination of the Agreement shall remain in full force and effect after termination of the Agreement.

Artikel 9 IP Rights

9.1 Unless otherwise provided in the Agreement, all IP Rights pertaining to all Services provided under the Agreement, as well as to all other Materials or information made available by Afdeling Online, shall vest exclusively in Afdeling Online and/or its licensors.

9.2 Nothing in the Agreement implies a transfer of IP Rights. The Client acquires only the non-exclusive and non-transferable right to use the Services for the purposes and under the conditions specified in the Agreement. Unless otherwise agreed in writing, the granted right of use applies only to the Netherlands and only for the term of the Agreement.

9.3 Client is not permitted to remove or alter any indication regarding IP Rights from the results of Services.

9.4 Afdeling Online expressly does not waive any of its personal rights as referred to in Article 25 of the Copyright Act.

9.5 Afdeling Online is permitted to use the Services and the materials used for the performance of the Agreement, such as designs, drawings, films, software, (electronic) files, reports, formats and interviews, for its own promotion and/or publicity, unless otherwise specified in the Agreement.

9.6 Afdeling Online reserves the right to implement technical protection measures in the Services. The Client is not permitted to circumvent these technical protection measures or to offer means to do so.

9.7 All Data and information entered by the Client and/or third parties – with the exception of Afdeling Online and/or third parties designated by it – via the Services ("Customer Data")

remains the property of the Client. Afdeling Online is granted only a non-exclusive and non-transferable license to use Customer Data for the duration of the Agreement, to the extent necessary for the provision of the Services.

Artikel 10 Privacy

10.1 If, in the context of the provision of the Services by Afdeling Online, Personal Data of the Client's customers must be processed, Afdeling Online must be considered the "processor" within the meaning of the General Data Protection Regulation and the Client the "controller." In accordance with Article 28, paragraph 3, of the General Data Protection Regulation, Afdeling Online will only process this Personal Data in accordance with the terms and conditions set out in the Appendix "Processing Agreement."

Artikel 11 Confidentiality

11.1 The Parties shall treat all information they obtain from each other in any form whatsoever - written, oral, electronic or tangible - including - but not limited to - software, (source) code, programs, applications, customer data, know-how, technical specifications, documentation ("Confidential Information") as strictly confidential and keep secret.

11.2 The Parties will use the Confidential Information solely for the purposes for which it was provided, and will exercise at least the same duty of care and safeguards as they would with respect to their own internal confidential information. The Parties will provide the Confidential Information to employees only to the extent necessary for the performance of the Agreement.

11.3 The obligations to maintain the confidentiality of the Confidential Information shall not apply to the extent that the Party receiving the information can demonstrate that the information in question:

I. was already known to him at the time of receipt;
II. was already publicly known at the time of receipt;
III. has become publicly known after receipt without this being attributable to the receiving Party;
IV. has been lawfully received from a third party together with the right to disclose it free from any obligation of confidentiality;
V. has been made public with the approval of the providing Party.

11.4 If the receiving Party receives an order from a competent authority to release Confidential Information, it is entitled to do so. However, the receiving Party is obligated to inform the disclosing Party of the order as soon as possible, unless the order or the law expressly prohibits this. If the disclosing Party takes measures (for example, through summary proceedings) against the order, the receiving Party will withhold release until a decision has been made on these measures, to the extent legally possible.

11.5 Each Party shall, during the term of the Agreement and for 1 (one) year after its termination, only employ or otherwise, directly or indirectly, engage employees of the other Party with the prior consent of the other Party.

Artikel 12 Liability

12.1 Afdeling Online is only liable to the Client for direct damages resulting from an attributable failure to perform the Agreement, an unlawful act, or any other grounds. Direct damages are understood to mean exclusively all damages consisting of:

I. damage directly caused to tangible property (“property damage”);

II. costs for recovery work to prevent data loss;
III. reasonable and demonstrable costs that the Client has had to incur to urge Afdeling Online to properly fulfil the Agreement (again);
IV. reasonable costs to determine the cause and extent of the damage insofar as it relates to direct damage as intended here;
V. reasonable and demonstrable costs incurred by the Client to prevent or limit direct damage as referred to in this article;
VI. reasonable and demonstrable costs incurred by the Client to ensure that the performance complies with the Agreement.

12.2 Afdeling Online's liability for indirect damage, including but not limited to lost profits, lost savings, reduced goodwill, damage due to business stagnation, mutilation or loss of (business) data, is excluded.

12.3 Afdeling Online's total liability to the Client per event, whereby a series of related events is considered a single event, is limited to a maximum of the amount of the agreed fee for the performance of the relevant Agreement, excluding VAT. If the Agreement is primarily a long-term agreement, this will be based on the fee agreed for a period of six months. In no event, however, will Afdeling Online's total liability per Agreement, on any legal basis, exceed one hundred thousand euros. This limitation of liability expressly applies to any guarantees or indemnification obligations provided by Afdeling Online.

12.4 The limitations mentioned in the preceding paragraphs of this article shall lapse if and to the extent that the damage is the result of intent or deliberate recklessness on the part of Afdeling Online or its managers ("own actions").

12.5 Afdeling Online's liability for attributable failure to perform an Agreement shall only arise if the Client promptly and properly notifies Afdeling Online in writing of the default, setting a reasonable period for remedying the attributable failure, and Afdeling Online continues to fail to perform its obligations after that period, except in the case of a permanent attributable failure. The notice of default must contain a description of the failure that is as complete and detailed as possible, so that Afdeling Online is able to respond adequately.

12.6 Any right to compensation is conditional upon the Client reporting the damage to Afdeling Online in writing as soon as possible after it occurs. Any claim for compensation against Afdeling Online shall lapse after a period of twelve (12) months from the date the claim arose.

12.7 The Client's use of the Services is entirely at the Client's own risk and responsibility. Afdeling Online accepts no liability for the Client's use of the Services. The Client indemnifies Afdeling Online against any third-party claims arising from the Client's use of the Services.

12.8 In addition to Article 12.7, if the Services (partly) consist of providing dashboards or reports based on data from external sources—such as Google Analytics, Google Ads, or similar systems—afdeling Online is dependent on the availability, accuracy, and completeness of that data. Afdeling Online is not liable for damages resulting from discrepancies, delays, or errors in this data. The interpretation and use of the displayed information are entirely the responsibility of the Client.

Artikel 13 Force majeur

13.1 There shall be no attributable failure to perform the Agreement by the Parties in the event of force majeure.

13.2 Force majeure includes, but is not limited to, interruptions in the supply of electricity, strikes, riots, government measures, fire, natural disasters, floods, shortcomings of suppliers of the Parties, shortcomings of third parties engaged by the Parties, disruptions in internet

connections, hardware failures, disruptions in (telecommunications) networks and other unforeseen circumstances.

13.3 If the force majeure continues for at least thirty (30) days, the Parties shall be entitled to terminate the Agreement without being liable to pay any damages or compensation in respect of this termination.

13.4 If Afdeling Online can still partially perform at the time of the force majeure, or has performed, it is entitled to perform this service and invoice it separately, as if it concerned a separate Agreement.

Artikel 14 Amendment of the General Terms and Conditions

14.1 Afdeling Online reserves the right to unilaterally amend or supplement these General Terms and Conditions, including with respect to existing Agreements. In the event of any amendments, Afdeling Online will notify the Client in writing. Amendments will not take effect until thirty (30) days after notification. If the proposed amendment demonstrably significantly negatively impacts the Client's position, the Client will be entitled to terminate the Agreement in writing, provided that the notification to that effect is received by Afdeling Online no later than fourteen (14) days prior to the date on which the amendment takes effect.

14.2 Changes of minor importance, changes based on the law and changes to the advantage of the Client may be implemented at any time with immediate effect without the Client having the right to terminate the Agreement.

Artikel 15 Transfer of rights and obligations

15.1 The rights and obligations under the Agreement may only be (sub)licensed and/or transferred by the Parties to third parties if the other party agrees to this in writing.

15.2 Notwithstanding the foregoing, Afdeling Online shall have the right to transfer its rights and obligations under the Agreement to a parent, subsidiary, or sister organization, or to a third party that takes over the relevant business activities of Afdeling Online, without the consent or cooperation of the Client being required.

Artikel 16 Settlement and mediation

16.1 If a dispute between the Parties cannot be resolved satisfactorily, the dispute will, before being submitted to the court, be submitted to authorized representatives of the Parties to explore the possibilities of a settlement, or to an independent mediator for mediation.

Artikel 17 Applicable law and competent court

17.1 These General Terms and Conditions are exclusively governed by Dutch law.

17.2 The applicability of the Vienna Sales Convention is excluded.

17.3 Any disputes arising between Afdeling Online and the Client in connection with or in connection with this Agreement shall be submitted exclusively to the competent court in the district where Afdeling Online is established.

APPENDIX CONSULTANCY

Article 1 Applicability

1.1 The provisions set forth in this Appendix, in addition to the general provisions of the Online Terms and Conditions Section, apply if the Client purchases services from the Online Terms and Conditions Section in the field of consultancy, or the hiring of professionals on an hourly basis, hereinafter referred to as "Consultancy." Other capitalized terms in this Appendix are defined in the general provisions of the Terms and Conditions Section.

Article 2 Consultancy

2.1 All Consultancy provided by Afdeling Online will be performed in accordance with and under the terms of the provisions of the Agreement.

2.2 When providing the Services, Afdeling Online will exercise the utmost care in the interests of the Client. In particular, Afdeling Online will ensure the confidentiality of all data and information provided by the Client to Afdeling Online under the Agreement.

2.3 If the Agreement has been entered into with respect to Consultancy provided by a specific person, Afdeling Online is always entitled to replace this person with one or more other, equally qualified persons.

2.4 To the extent the Consultancy is provided at the Client's location, the Client will ensure an adequate and safe work environment. The Client will ensure that Afdeling Online employees are informed of any local health and safety regulations.

2.5 Afdeling Online is independent in providing Consultancy services under the Agreement. However, the Client is free to provide Afdeling Online with instructions as referred to in Article 7:402 of the Dutch Civil Code.

2.6 Client shall ensure that its employees and other independent contractors fully cooperate with (employees of) Afdeling Online in connection with the provision of Consultancy services and adequately provide them with all information reasonably required for the proper performance of the Consultancy services.

2.7 When providing consultancy services, Afdeling Online relies on the information provided by the Client. Afdeling Online is in no way responsible or obligated to verify this information.

2.8 Afdeling Online reserves the right to cancel the Consultancy in advance and in writing, or to postpone it to a later date or time, if the Client – in the opinion of Afdeling Online – fails to provide the necessary cooperation and/or information to carry out the Consultancy. In the event of cancellation by Afdeling Online, the Parties will consult with each other to agree on a new date for the Consultancy.

Article 3 Rates and working hours

3.1 If the Agreement is based on a certain number of days of Consultancy, Afdeling Online will assume eight-hour days, unless otherwise agreed in the Agreement.

3.2 To the extent possible, Afdeling Online will provide the Client with (an estimate of) the time and costs for the work to be performed in advance. The time required for the work in question depends on various factors, including the Client's cooperation. Afdeling Online is entitled to invoice the Client for Consultancy based on a cost estimate.

3.3 Afdeling Online is entitled to charge the Client for travel expenses. If applicable, Afdeling Online will notify the Client in writing of the amount of the travel expenses in advance.

APPENDIX TRAININGS

Artikel 1 Applicability

1.1 The provisions listed in this Appendix, in addition to the general provisions of the Terms and Conditions, apply if Afdeling Online provides one or more training courses on behalf of the Client. A distinction is made between Academy Training Courses and Customized Training Courses.

1.2 An Academy Training is any training, course, or workshop offered by Afdeling Online with a fixed program and open enrollment. The content and delivery method of Academy Training are determined solely by Afdeling Online.

1.3 A Customized Training is a training course, program, or workshop designed at the Client's request, either at the Client's location or elsewhere. The content and delivery method of a Customized Training are as specified in Afdeling Online's offer.

1.4 Other capitalized terms in this Appendix are defined in the general provisions of the General Terms and Conditions.

Artikel 2 Compensation

2.1 The fee for a Training must be paid in advance, unless otherwise agreed. Afdeling Online reserves the right to exclude participants from a Training if the agreed fee has not been paid in full.

2.2 If a Training is cancelled by Afdeling Online or the Client in accordance with the applicable terms and conditions, Afdeling Online will credit any prepaid amounts, minus any applicable cancellation fee. Afdeling Online will endeavor to do this no later than thirty (30) days after the date of cancellation.

Artikel 3 Academy Training

3.1 Participation in an Academy Training is based on and in order of registration.

3.2 Registrations for Afdeling Online's Academy Trainings via the website, by email, or by phone are considered a request for participation. Afdeling Online will issue a quote based on this registration. Registration is only final once the Client has explicitly accepted this quote.

3.3 Registrations are personal and cannot be transferred unless Afdeling Online agrees to the transfer in writing.

3.4 Afdeling Online is permitted to change the content, location, and dates/times of Academy Trainings. In that case, Afdeling Online will notify the Client and/or the participant in writing, after which the Client and/or the participant in writing will have three (3) days, or up to the day of the relevant Academy Training, whichever is sooner, to cancel their participation in the Academy Training in writing, free of charge.

3.5 The Client and their participants may cancel their participation in the Academy Training at any time in writing. Depending on the time of cancellation, the Client will be charged cancellation fees. The cancellation fees are listed in the table below.

Cancellation time	Cancellation costs	Example

Up to 4 weeks before the start date of the Academy Training	No costs	The Academy Training begins on July 1st. Cancellations on or before June 2nd will not incur any fees.
From 4 to 2 weeks before the start date of the Academy Training	50% of the registration fee	If you cancel between June 3 and June 16, 50% of the registration fee is due.
Less than 2 weeks before the start date of the Academy Training	100% of the registration fee	If you cancel on or after June 17, 100% of the registration fee is due.

3.6 Afdeling Online reserves the right to cancel Academy Training up to the start date, for example, if the minimum number of participants has not been met. The minimum number of participants is set at ten by default, unless Afdeling Online has communicated otherwise. In the event of cancellation by Afdeling Online, any prepaid amounts will be credited, unless the Client accepts an offer from Afdeling Online to participate in the Academy Training at a later date. Afdeling Online is not liable for any damages resulting from the cancellation or rescheduling of an Academy Training by Afdeling Online.

Artikel 4 Customized Training

4.1 The Client is responsible for managing and processing registrations of participants for Customized Trainings.

4.2 Only employees or hired personnel of the Client may participate in Customized Trainings, unless otherwise agreed in writing.

4.3 If a Customized Training takes place at a location designated by the Client, the Client will be responsible for providing the necessary facilities, including but not limited to: an adequate training room, computers, a projector, internet access, and food and drinks for the participants and trainers. In addition, the Client will ensure timely and full access for all participants to the digital environments and tools required for the Customized Training, including – if applicable – external platforms, applications, or paid services that have been agreed upon in advance. If these access points are not arranged, Afdeling Online cannot guarantee the correct execution of the Customized Training.

4.4 The fee for a Customized Training depends on the final number of participants. The fee is calculated based on the actual number of participants. If the actual number of participants is lower than the minimum number stated in the offer, Afdeling Online is entitled to use the minimum number of participants when calculating the fee. If no minimum number of participants is stated in the offer, but a fee per participant is, a minimum of ten participants applies to the fee calculation.

4.5 The Client may cancel Customized Training at any time in writing. Depending on the time of cancellation, the Client will be charged cancellation fees. The cancellation fees are listed in the table below.

Cancellation time	Cancellation costs	Example
Up to 4 weeks before the start date of the Customized Training	No costs	The Customized Training begins on July 1st. Cancellations on or before

		June 2nd will not incur any fees.
Less than 4 weeks before the start date of the Customized Training	100% of the agreed fee * Deviations from this are possible, for example if the Parties have agreed that the Customized Training will be moved.	If you cancel on or after June 3, 100% of the agreed rate is due.

4.6 The cancellation policy as stated in Article 5.5 applies unless the intake for the Customized Training takes place more than four weeks before the start date of the training. In that case, the moment of the intake will be considered the point at which free cancellation is no longer possible. In the event of cancellation after the intake, the Client is liable for 100% of the agreed fee, regardless of the time until the start of the Customized Training.

4.7 If the Custom Training is moved to a later date after approval by Afdeling Online at the request of the Client, the cancellation dates and associated terms referred to in Article 5.5 will start again from the newly agreed start date of the training.

4.8 Afdeling Online reserves the right to cancel a Customized Training up to the start date, including due to illness of the trainer(s) involved. In that case, Afdeling Online will inform the Client as soon as possible. The parties will then consult on how the Customized Training can be rescheduled. Afdeling Online is not liable for any damages resulting from rescheduling a Customized Training by Afdeling Online.

APPENDIX ACADEMY PLATFORM

1. Applicability

1.1. This Appendix, in addition to the general provisions of the Terms and Conditions, applies when the Client uses the services of Afdeling Online to offer and manage a digital learning environment, hereinafter referred to as the "Platform." Afdeling Online makes courses available on the Platform, compiled by its own experts, covering topics such as analytics, website marketing, and online advertising. Other capitalized terms in this Appendix are defined in the general provisions of the Terms and Conditions.

2. License

2.1. Upon payment of the fees specified in the Agreement and if and to the extent agreed upon between the Parties, the Client will obtain a non-exclusive, non-transferable, and non-sublicensable license to use the Platform for the duration specified in the Agreement. This license also includes all future updates to the Platform.

2.2. Unless otherwise agreed in writing, Client and its End Users are not permitted to sublicense or make the Platform available to third parties, by rental or otherwise.

2.3. All IP rights pertaining to the Platform are held by Afdeling Online or its licensors. The Client acquires only the user rights expressly granted in the General Terms and Conditions, the Agreement, and by mandatory law.

3. Accounts

3.1. In order to use the Platform, the natural person who uses the Platform under the responsibility of the Client (“End User”) must have an account.

3.2. An account and the login details are strictly personal and may not be shared with another person.

3.3. The use of accounts by End Users is the responsibility and at the risk of the Client. The Client is responsible for keeping the passwords confidential.

3.4. If an Account's login information is lost or leaked, the Client will immediately take all measures reasonably necessary and desirable to prevent misuse of the Account. The Client will also immediately report this to Afdeling Online, so that additional measures can be taken to prevent misuse of the Account. In the event that Afdeling Online restores access to an Account, Afdeling Online is entitled to have the Client or End User identify themselves to prevent fraud.

3.5. Afdeling Online has the right to block an account in the event of (suspected) conduct that violates the Agreement or the law.

4. Use of the Platform

4.1. The Client guarantees that the Platform will not be used for activities that violate any applicable law or regulation. Furthermore, it is expressly prohibited (regardless of whether this is lawful or not) to offer, store, or distribute materials via the Platform that:

I. contain malicious content (such as malware or other harmful software);

II. infringe the rights of third parties (such as Intellectual Property Rights), or are, in the opinion of Afdeling Online, libelous, defamatory, insulting, discriminatory or hateful;

III. constitutes a violation of the privacy of third parties, including but not limited to the distribution of personal data of third parties without permission or necessity; or

IV. contain hyperlinks, torrents or references to (locations of) materials that infringe copyrights or other Intellectual Property Rights.

4.2. If Afdeling Online determines that the Client violates the Terms and Conditions or the law, or receives a complaint about this, Afdeling Online will warn the Client. If this does not lead to an acceptable solution, Afdeling Online may intervene itself to end the violation. In urgent or serious cases, Afdeling Online may intervene without warning. In connection with the foregoing, Afdeling Online is never liable for compensation for damages.

4.3. If, in the opinion of Afdeling Online, hindrance, damage or any other danger arises to the functioning of the Platform, in particular due to excessive data transmission, activities of viruses, Trojans and similar software, Afdeling Online is entitled to take all measures that Afdeling Online deems reasonably necessary to avert or prevent this danger.

4.4. Afdeling Online reserves the right at all times to report any criminal offenses it discovers. Furthermore, Afdeling Online reserves the right to disclose the Client's name, address, IP address, and other identifying information to a third party complaining about the Client's infringement of their rights or the Terms and Conditions, provided that the applicable legal or case law requirements are met.

4.5. Afdeling Online will never be liable for any damage of any nature suffered by the Client as a result of the Client's disconnection from the Platform or as a result of the deletion of data or the provision of personal data.

4.6. Client indemnifies and will hold Afdeling Online harmless from and against any claim, complaint or legal action from a third party in connection with (the content of) data traffic or data placed on or distributed by Client and/or other third parties via (the use of) the Platform.

5. Availability, malfunctions and maintenance

5.1. Afdeling Online has a best-efforts obligation to ensure high-quality and uninterrupted availability of the Platform and to provide access to data stored by the Client. Afdeling Online offers no guarantees for quality or availability. Afdeling Online, in turn, depends on its own supplier(s) for this.

5.2. In the event of unavailability of the Platform due to malfunctions, maintenance or other causes, Afdeling Online will make every effort to inform the Client, as far as possible, about the nature and expected duration of the interruption.

5.3. Afdeling Online reserves the right to temporarily disable its systems, networks, or parts thereof for maintenance, modification, or improvement. Afdeling Online will endeavor to conduct such outages outside office hours whenever possible and will make every effort to inform the Client in a timely manner of the planned outage. However, Afdeling Online is never liable for compensation for damages related to such outages.

5.4. Afdeling Online reserves the right to modify the Platform from time to time to improve functionality and fix bugs. If a modification results in a significant change in functionality, Afdeling Online will notify the Client prior to the modification via the website or by email. Because the Platform is provided to multiple Clients, it is not possible to opt out of a specific modification for the Client alone. Afdeling Online is not liable for any compensation for damages in the event of modifications.

6. Support

6.1. If agreed, Afdeling Online will provide the Client with remote support regarding the use and functioning of the Platform through a helpdesk. Any support will be provided through the communication channels used by Afdeling Online for this purpose, which may change from

time to time. Afdeling Online will endeavor to handle any requests adequately and within a reasonable timeframe. Afdeling Online may impose reasonable restrictions on the use of the offered support methods. Furthermore, Afdeling Online reserves the right to determine and/or change the availability and response times of the helpdesk at any time. Afdeling Online is entitled to refer End Users of the Platform to existing user documentation.

6.2. The Client will describe support notifications as completely and in detail as possible, so that Afdeling Online can respond appropriately. Afdeling Online may impose conditions on the reporting method, qualifications, and the number of people eligible for support. Afdeling Online does not guarantee the accuracy, completeness, or timeliness of responses or support provided.

6.3. Afdeling Online provides support only during office hours, unless a more extensive level of support has been agreed upon, for example through a service level agreement.

APPENDIX DEVELOPMENT OF MATERIALS

Article 1 Applicability

1.1 The provisions set forth in this Appendix, in addition to the general provisions of the General Terms and Conditions, apply if Afdeling Online develops or delivers Materials on behalf of the Client. Materials are defined as: all websites, (web) applications, corporate identities, logos, brochures, leaflets, lettering, advertisements, marketing and/or communication plans, concepts, images, texts, sketches, documentation, advice, reports, and (other) intellectual creations, as well as preparatory materials thereof and the data carriers on which such materials are stored. Other capitalized terms in this Appendix are defined in the general provisions of the General Terms and Conditions.

Article 2 Development Materials

2.1 Prior to carrying out the work, the Parties shall record in the Agreement the manner and methodology in which the work will be carried out, as well as the specifications to be met by the Materials to be developed.

2.2 Afdeling Online has the right to request written approval of a design and/or concept of the Materials before commencing development and to suspend development until this approval has been received.

2.3 Afdeling Online will make every effort to keep the Client informed about the progress of the development work during the execution of the work.

2.4 Afdeling Online will deliver the developed Materials to the Client if, in its professional opinion, they meet the pre-determined requirements and/or are suitable for use.

2.5 Afdeling Online makes every effort to develop the Materials as well as possible and free of errors, but cannot guarantee that the Materials are free or will be free of errors at any time.

2.6 Client indemnifies Afdeling Online against all claims from third parties relating to use by, on behalf of or with the approval of Client of the Materials developed by Afdeling Online.

Article 3 Right of use

3.1 Unless otherwise provided in the Agreement, Afdeling Online grants Client a non-exclusive, non-transferable and non-sublicensable right to use the Materials in accordance with the provisions of the Agreement.

3.2 Unless otherwise agreed, the source code of the Materials and the technical documentation used or produced in the development of the Materials will not be made available to the Client.

3.3 If Client so requests, Afdeling Online will deposit the source code of the Materials, at Client's expense, in escrow with an escrow service provider selected by Afdeling Online for the purpose of ensuring the use of the Materials by Client.

3.4 Immediately after any termination of the right to use the Materials, Client shall cease use and return all copies of the Materials to Afdeling Online or destroy them, at the discretion of Afdeling Online.

3.5 The Client is at all times responsible for the use of the Materials. The Client is not permitted to use the Materials for actions and/or conduct that violate the Agreement, any applicable laws or regulations, public order, morality, or in any other unlawful manner. The Client indemnifies Afdeling Online against all third-party claims relating to violations of the foregoing.

Article 4 Delivery, installation and acceptance

4.1 The provisions of this article apply only if an acceptance test has been expressly agreed upon in the Agreement. If no acceptance test has been agreed upon, the Client accepts the Services (including Materials) in the condition in which they are delivered (on an "as is" and "as available" basis), thus including all visible and invisible errors and defects.

4.2 Afdeling Online will deliver parts of the Services that are available for delivery – such as websites, texts, designs or other custom-made Materials – as soon as we believe they are ready for their intended use.

4.3 Unless otherwise specified in the Agreement, the Client will evaluate the delivered goods within thirty (30) days of delivery and accept or reject them in accordance with the acceptance criteria specified in the Agreement. If the Client does not reject the delivered goods within this period, they will be deemed accepted and in accordance with the Agreement.

4.4 Acceptance of the delivered goods is in any case deemed to have taken place if the Client:

i) approves the delivered work (in writing);
ii) the delivered goods are used for production purposes, including but not limited to the operational use of the Services; or
iii) does not reject the delivered product within the aforementioned period.

4.5 If the delivered product consists of a website and its hosting is part of the agreed Services, the associated hosting subscription will commence when a filling workshop has taken place, the website has been accepted by the Client in accordance with Article 4.3 or 4.4, or is deemed to have been accepted. Regardless of the foregoing, the hosting subscription will commence no later than three (3) months after delivery as referred to in Article 4.2. From that moment on, the Client will owe the associated fees as agreed in the Agreement.

4.6 If the delivered work is delivered in phases, the Client will, after completion of each phase, provide its acceptance or rejection of the relevant part of the delivered work in the manner specified above. The Client may not base a rejection in a later phase on aspects accepted in an earlier phase.

4.7 In the event of full or partial rejection, Afdeling Online will make every effort to eliminate the reason for rejection as soon as possible. This can be done by providing a reasoned explanation of why the reason for rejection does not apply, or by making adjustments to the delivered product. The Client will then perform a new acceptance test in accordance with the provisions above, with a test period of seven (7) days applying instead of the period specified in paragraph three of this Article.

4.8 The Client may only reject the delivered work based on substantial deviations from the Agreement. If objections to the delivered work concern only minor aspects, the delivered work is deemed accepted provided that these objections are resolved within a reasonable period (meaning aspects that do not reasonably impede the operational use of the delivered work). Furthermore, the delivered work may not be rejected based on aspects that can only be assessed subjectively, including but not limited to the aesthetic aspects of interfaces.

4.9 Deviations from the Agreement requested by the Client will never be grounds for rejection of the delivered goods.

4.10 Afdeling Online is not obliged to correct any errors that may arise as a result of:

(i) any modification to the Materials, of any nature whatsoever, not made by Afdeling Online;
(ii) using the Materials in any manner not permitted under the Agreement;
(iii) incorrect use of the Materials, whether or not by the Client;

(iv) errors in Software, hardware, communications equipment, peripherals or other third party equipment, or Client's failure to have such equipment and/or software regularly maintained; or

(v) input errors or errors related to the data used by the Client.

4.11 If the Materials are delivered and tested in phases and/or parts, non-acceptance of a particular phase and/or part shall not affect any acceptance of an earlier phase and/or another part.

4.12 After acceptance of the Materials by the Client, Afdeling Online's liability for any defects in the delivered goods shall lapse, except to the extent that explicit guarantees have been issued by Afdeling Online.

Article 5 Commitments

5.1 Unless otherwise agreed in writing, Afdeling Online does not guarantee that the Materials will function (properly) in combination with all software (including web browsers and/or equipment) or that the Materials will function and/or be accessible without disruptions, interruptions or other errors.

5.2 If Afdeling Online delivers Materials or Services to the Client which Afdeling Online has received from its suppliers, Afdeling Online will not be bound by a more extensive guarantee to the Client than that which Afdeling Online can claim from its supplier, provided that Afdeling Online notifies the Client thereof.

5.3 The commitments in this Article and any commitments in the Agreement shall lapse if:

(i) Client makes or has made changes to the Materials without the written permission of Afdeling Online;

(ii) there is a case of operating errors or improper use by the Client;

(iii) there are other causes not attributable to Afdeling Online; or

(iv) the errors in carrying out the agreed acceptance test could have been identified.

5.4 Afdeling Online will make every effort, to the extent reasonably possible, to restore damaged or lost information.

Article 6 Supplier software

6.1 If and to the extent that Afdeling Online makes third-party software available to Client, the terms and conditions of those third parties will apply to that software, provided that Afdeling Online has notified Client of this in writing, notwithstanding the provisions of the General Terms and Conditions. Client accepts the aforementioned third-party terms and conditions. These terms and conditions are available for inspection by Client at Afdeling Online, and Afdeling Online will send them to Client upon request.

6.2 If and to the extent that the aforementioned third-party terms and conditions are deemed not to apply or are declared inapplicable in the relationship between the Client and Afdeling Online for any reason whatsoever, the provisions of the General Terms and Conditions shall apply.

6.3 Afdeling Online is free to use open-source components in the development of the Materials. Upon the Client's request, Afdeling Online will provide an overview of the open-source components used and the applicable license terms.

ADVERTISING SALES & MEDIA BUDGET APPENDIX

Article 1 Applicability

1.1 The provisions set out in this Appendix apply in addition to the general provisions of the General Terms and Conditions if the Client purchases services from Afdeling Online in the field of online advertising sales and campaign management, hereinafter referred to as “Advertising Sales”.This also includes the Services that the Client purchases from Afdeling Online in the field of managing advertising, marketing or media budgets, hereinafter collectively referred to as “Media Budget”.Other capitalized terms in this Appendix are defined in the general provisions of the General Terms and Conditions.

Article 2 Prognoses

2.1 To the extent that Afdeling Online has made any forecasts in advance in a media plan or otherwise regarding possible results of advertising campaigns, these are only estimates and do not bind Afdeling Online.

Article 3 Client Obligations

3.1 The Client shall provide all cooperation reasonably requested by Afdeling Online and shall provide Afdeling Online in a timely manner with all information reasonably necessary for the performance of the Agreement, including information regarding legislation and regulations specific to the Client's industry that must be observed by Afdeling Online, for example regarding advertising bans and information obligations.

3.2 If the Client supplies advertising material to Afdeling Online – whether or not via a third party – the Client guarantees that this advertising material is always drawn up in accordance with applicable laws and regulations, including – but not limited to – the Dutch Advertising Code, and the Client also guarantees that this advertising material does not infringe any IP rights or other rights of third parties.

3.3 If the Client supplies advertising material to Afdeling Online – whether or not via a third party – the Client guarantees that the advertising material complies with the technical specifications as communicated to the Client in advance by Afdeling Online, is free from technical defects and is sufficiently suitable for the installation of measuring systems.

3.4 The Client is obliged to fulfil all obligations towards third parties, insofar as this affects the performance of the Agreement by Afdeling Online.

Article 4 Obligations of Afdeling Online

4.1 At the request of the Client, Afdeling Online will specify, within a reasonable period after expenditure of the Media Budget made available by the Client for Advertising Sales, which part of the budget has been spent on media purchases and which part has been spent on campaign management costs.

4.2 If Afdeling Online independently prepares advertising material on behalf of the Client, Afdeling Online guarantees that the advertising material complies with applicable laws and regulations and that the advertising material does not infringe any IP rights or other rights of third parties, except to the extent that this infringement is attributable to the Client.

Article 5 Access third-party accounts

5.1 The Client is obligated to grant Afdeling Online continuous access throughout the term of the Agreement to all tools, accounts, and systems, including those with third-party service providers, that are reasonably necessary for the performance of the Agreement. To this end, the Client will provide, as necessary, all necessary information, authorizations, and data enabling access to these accounts in a timely manner.

5.2 The Client is responsible for the correct setup, authorizations, valid licenses, and technical availability of the accounts to which Afdeling Online requires access. If license terms apply to these accounts or tools, the Client warrants that it has lawful access to them and that their use by Afdeling Online is permitted within the scope of this license. The Client will inform Afdeling Online in a timely manner of any restrictions or relevant conditions. Afdeling Online is not liable for damages resulting from incorrect settings, missing licenses, inadequate access, or malfunctions on the part of these third parties.

5.3 Afdeling Online will follow reasonable instructions and guidelines provided by the Client regarding the use of the Client's accounts with third-party service providers. However, Afdeling Online has only obligations and is not liable in any way to these third parties.

5.4 To the extent Client uses Afdeling Online accounts with third-party service providers, Client shall always strictly follow the instructions provided by Afdeling Online in this regard, including – but not limited to – payment terms. Client shall be liable for and indemnify Afdeling Online against all damages resulting from Client's failure to comply with these instructions in a timely manner.

Article 6 Cookies

6.1 To the extent that the activities of the Client or the party with whom agreements are concluded on behalf of the Client in the context of Advertising Sales, involve placing and reading information on the peripheral equipment of end users (hereinafter: Cookies), the Client acknowledges that the Client has full responsibility for complying with all applicable legislation when placing and reading Cookies and acknowledges that Afdeling Online bears no responsibility whatsoever in this regard.

6.2 Client warrants that Client will always act in full compliance with all applicable laws and regulations regarding Cookies, including – but not limited to – the Telecommunications Act. In particular, Client warrants that Client will, in accordance with applicable laws and regulations (i) not place, allow to be placed, read or have read any Cookies before Client has obtained sufficient consent from the end user to do so, and (ii) provide end users with sufficient information in the form of a cookie policy before Client proceeds to place and read Cookies. Client will always be able to adequately demonstrate this in writing to Afdeling Online upon request.

6.3 The Client shall be liable for all damages suffered or to be suffered by Afdeling Online as a result of failure to comply with this Article 6 and/or as a result of any violation by the Client of applicable laws and regulations, and shall fully indemnify Afdeling Online against all claims by third parties, including – but not limited to – fines imposed by supervisory authorities, that are the result of and/or are related to a violation of this Article 6 by the Client.

Article 7 Media budgets

7.1 To the extent necessary for the performance of the Agreement, Afdeling Online is authorized to perform actions on behalf of and at the risk of the Client within the Client's accounts with

third-party service providers, including but not limited to purchasing advertising space or other media expressions from the agreed-upon Media Budget. The Client accepts that the consequences of these actions are binding on them as if they had performed them themselves.

7.2 Notwithstanding the previous paragraph, the Agreement may stipulate that Afdeling Online will issue the Media Budget in its own name and for its own account, for the benefit of and on behalf of the Client. In that case, Afdeling Online will invoice the Client in advance for the agreed Media Budget. Afdeling Online will only proceed with the use of the Media Budget after this invoice has been paid in full.

7.3 Afdeling Online will endeavor to use and/or spend the Media Budget agreed upon with the Client as effectively as possible. However, Afdeling Online cannot explicitly guarantee the reach or effectiveness of specific advertisements, campaigns, or other media expressions. Any objectives agreed upon between the Parties are for guidance only and should not be construed as an obligation for Afdeling Online to achieve results. When allocating the Media Budget, Afdeling Online will take into account any (spending) regulations, insofar as expressly agreed upon in writing.

7.4 The Client remains fully responsible for the availability and timely payment of the Media Budget, regardless of whether payment is made directly to the third-party service provider by the Client or via invoicing by Afdeling Online. Unless expressly agreed otherwise, Afdeling Online will only commence deployment of the Media Budget and associated activities after the Client has fulfilled its payment obligations.

7.5 If the Client fails to provide access to necessary accounts or fails to make timely payments, Afdeling Online is entitled to suspend its activities without incurring any liability for any resulting damages. In that case, the Client's obligations, including payment obligations, remain in full force and effect.

Article 8 Remaining Media Budget

8.1 If, after a campaign or other agreed-upon period, it appears that (part of) the Media Budget made available by the Client has not been spent, Afdeling Online will inform the Client. The Parties will specify in the Agreement how any remaining Media Budget will be handled after the end of a campaign or other agreed-upon period.

8.2 Unless otherwise agreed, the Media Budget is non-refundable. Any remaining Media Budget balance may be used for additional campaigns or media expressions upon mutual agreement between the Parties. Afdeling Online is not obligated to credit any remaining Media Budget balance to the Client.

APPENDIX HOSTING

Article 1 Applicability

1.1 The provisions set forth in this Appendix, in addition to the general provisions of the Terms and Conditions, apply if Afdeling Online, on behalf of the Client, stores and transmits information via a communications network and/or provides access to a communications network, hereinafter referred to as "Hosting." Other capitalized terms in this Appendix are defined in the general provisions of the Terms and Conditions.

Article 2 Hosting

2.1 If Hosting is included as part of the agreed Services and the start date depends on the acceptance of the delivered goods (for example a website), then the provisions of Article 4.5 of the Appendix "Development of Materials" apply to the start of the Hosting.

2.2 When using the Services, the Client is responsible for modern and up-to-date hardware (other than the hardware used by Afdeling Online in connection with the Services), as well as for an adequate connection to the internet.

2.3 Afdeling Online will make every effort to ensure the smoothest possible use of the Hosting, but cannot provide any guarantees in this regard, unless expressly stated otherwise in a separate service level agreement. Afdeling Online is entitled to outsource the Hosting to a third party.

2.4 If Client terminates the Agreement or this Agreement otherwise ends, Afdeling Online will, at Client's request, provide reasonable cooperation to transfer the Hosting to a third party (insofar as this is technically and practically possible), at Afdeling Online's applicable rates, provided that Client has fulfilled all its (payment) obligations under the Agreement.

2.5 Afdeling Online may limit the amount of data traffic and storage that the Client may or may actually use through the Service. If the Parties have not made any agreements on this matter, a limit based on fair use will apply.

2.6 Fair use is deemed to exist if the Client uses a maximum of twice as much data traffic and storage as other customers of Afdeling Online would use in a comparable situation.

2.7 In the event that the permitted data traffic and disk space are exceeded, Afdeling Online is entitled to charge reasonable additional costs or to limit the use of the Services without further notice.

2.8 Afdeling Online is not liable for the incorrect functioning of the Services if the agreed limits are exceeded.

Article 3 Client Obligations

3.1 Client is expressly prohibited from storing, distributing, processing information or materials or providing facilities or functionalities through or via websites hosted by Afdeling Online, if and to the extent that such information or materials are in conflict with:

I. applicable laws and regulations, including regulations of self-regulatory bodies;
II. the Agreement; or
III. reasonable guidelines and directions provided by Afdeling Online.

3.2 The Client will at all times conduct itself and behave as a diligent user with regard to any information or materials it publishes, as well as its use of the internet. To this end, the Client will comply with all legal regulations and observe "netiquette" and will refrain from, among other things: spamming, infringing on third-party IP rights, publishing or distributing child pornography, sexually intimidating or otherwise harassing third parties, violating the privacy of third parties or damaging the honor or good name of third parties, hacking, carrying out DDoS attacks or other types of (network) attacks, as well as distributing viruses, worms, or other programs that can damage individual systems or disrupt the operation of the internet.

3.3 If the Client fails to comply with the provisions of Articles 3.1 and 3.2 and/or if Afdeling Online receives a notification from a third party that this is the case, Afdeling Online is entitled to suspend or discontinue the Services without further notice, block connections, or remove the information or materials. In cases where this is justified by the severity of the violation, Afdeling Online is entitled to terminate the Agreement with immediate effect. Such suspension, discontinuation, blocking, removal, and/or termination does not entitle the Client to any compensation from Afdeling Online.

3.4 The Client indemnifies Afdeling Online against all claims by third parties, including, but not limited to, claims arising from the information and/or materials which it makes public through or via its websites and claims by supplier(s) of Afdeling Online, arising from the Client's failure to comply with any of its obligations under the Agreement, more specifically under this article.

Article 4 Shared hosting

4.1 If the Services (partly) consist of shared hosting, the capacity and storage space of the hardware made available by Afdeling Online to the Client will be shared with other customers of Afdeling Online.

4.2 Due to the shared infrastructure, the Client must avoid unnecessary peak loads on the Services and must refrain from using the Services in such a way that it causes inconvenience to other customers using the hardware.

4.3 In the event of an excessive hardware load due to the Client, Afdeling Online may temporarily block the Services for the Client, in whole or in part, to ensure the quality of service for other customers, without being liable for any resulting damages. Afdeling Online will notify the Client as soon as possible in such a case and discuss a suitable solution with the Client.

Article 5 VPS

5.1 If the Services (partly) consist of hosting via a Virtual Private Server (VPS), Afdeling Online will provide the Client with virtually partitioned hardware and the Client will have its own capacity and storage space.

5.2 The Client may at any time request an upgrade to the purchased capacity and storage space for the Services. Afdeling Online will endeavor to implement the requested upgrade as soon as possible. Downgrading the Services is only possible at the end of the agreed contract period. The Client must submit a downgrade request to Afdeling Online at least three (3) months before the end of the contract period. Afdeling Online will implement the downgrade on the start date of the new contract period.

5.3 The Client can request to upgrade or downgrade the Services in writing via Afdeling Online. Afdeling Online reserves the right to refuse a request to upgrade or downgrade.

Article 6 Domain names

6.1 When issuing or managing domain names, Afdeling Online acts as an intermediary between the Client and Afdeling Online for domain name registration and management services. The Client explicitly authorizes Afdeling Online to perform this, as well as the other actions described in this article. Afdeling Online has no influence on the domain name distribution process. Afdeling Online is not obligated to guarantee the continuity or validity of a registered domain.

6.2 The availability, application, allocation, and any use of a domain name depend on and are subject to the applicable rules and procedures of the relevant registration authorities, such as the Stichting Internet Domeinregistratie Nederland (Foundation for Internet Domain Registration in the Netherlands) for .nl domain names. Afdeling Online does not guarantee that an application will be approved. The relevant authority decides on the allocation.

6.3 The Client can only determine the registration from Afdeling Online's confirmation, which states that the requested domain name or IP address has been registered. An invoice for registration fees does not constitute confirmation of registration.

6.4 In the event that a domain name is terminated by the Client itself or due to a decision on a domain dispute, the Client is not entitled to a replacement domain name or a refund.

6.5 The Client shall always inform Afdeling Online without delay, but in any case within five (5) calendar days, in writing of any changes relating to the domain holder's data.

6.6 When using domain names, the Client must comply with all laws and regulations and all conditions set by the registration authorities. Use is entirely the responsibility of the Client. The Client indemnifies and holds Afdeling Online harmless from all damages related to (the use of) a domain name on behalf of or by the Client. Afdeling Online is not liable for the Client's loss of its right(s) to a domain name (for example, in the event of termination by the Client itself or due to decisions in domain name disputes) or for the fact that the domain name is applied for and/or obtained by a third party in the meantime, and in such cases the Client is not entitled to a replacement domain name or refund, except in the case of intent or deliberate recklessness on the part of Afdeling Online.

6.7 The Client agrees that any disputes can be settled via the Dispute Resolution Policies (DRP) of the registering authority, such as the “Dispute Regulations for .nl Domain Names” of SIDN.

6.8 In the event of termination of the Agreement due to breach of contract by the Client, Afdeling Online, despite its mediating role, is entitled to cancel a domain name of the Client, without being liable in any way for any resulting damage.

APPENDIX USE OF ARTIFICIAL INTELLIGENCE

Article 1 Applicability

1.1 The provisions contained in this Appendix apply, in addition to the general provisions of the General Terms and Conditions, if and insofar as Afdeling Online uses artificial intelligence (AI) in the context of the performance of the Agreement.

Article 2 Use of AI in assignments

2.1 When executing assignments, Afdeling Online uses generative AI tools as a tool for developing content and digital services where necessary. Human oversight and editing are always central to this process. There is no autonomous decision-making without human intervention, unless expressly agreed otherwise.

Article 3 Intellectual property of AI-generated output

3.1 AI-generated images that are unedited and do not contain any further adjustment or design by Afdeling Online are freely shared with Client.

3.2 Once AI output is edited, formatted, or layered by Afdeling Online, the copyright to these final products rests with Afdeling Online, unless otherwise agreed in writing. This also applies to composite texts, designs, or other content incorporating AI output.

Article 4 Transparency on AI use

4.1 Afdeling Online strives for transparency regarding the use of AI in its services. If AI systems are used that interact with end users (such as virtual assistants), or if deepfake technology is used, this will be explicitly stated, in accordance with applicable regulations such as the European AI Act.

Article 5 Use of AI agents

5.1 Afdeling Online may use AI agents for some tasks, such as virtual assistants, chatbots, or other automated systems that perform actions independently. These agents are deployed only under the supervision of Afdeling Online staff and within clearly defined tasks.

5.2 AI agents developed by Afdeling Online as a generic product or service may, unless otherwise agreed in writing, be made available to multiple customers on a subscription basis. In that case, the intellectual property rights and the right to further development remain with Afdeling Online. Afdeling Online is not liable for incorrect or incomplete output from these agents, nor for any direct or indirect damages resulting from them.

5.3 If an AI agent is developed on behalf of a specific client based on a specific briefing or development assignment, agreements regarding exclusivity, use and ownership are laid down in the project agreement or assignment agreement.

5.4 Afdeling Online guarantees that AI agents will not process sensitive or personal data outside the agreed-upon framework of the assignment and without the Client's prior consent. Even in this case, Afdeling Online is not liable for incorrect or incomplete output from these agents, nor for any direct or indirect damages.

APPENDIX PROCESSOR AGREEMENT

Article 1 Applicability

1.1 The provisions contained in this Appendix, in addition to the general provisions of the Terms and Conditions, apply if and insofar as Afdeling Online processes Personal Data on behalf of the Client in the context of the performance of the Agreement. This Appendix serves as a Data Processing Agreement within the meaning of Article 28, paragraph 3, of the GDPR.

1.2 Capitalized terms in this Appendix have the meanings set forth in the GDPR, unless otherwise provided in this Appendix or the Terms and Conditions. The natural persons who actually use the Processor's Services under the Agreement and, where applicable, their representatives, are hereinafter referred to as "Data Subjects."

1.3 If more and other Personal Data are processed on behalf of the Controller or if processing takes place otherwise than as described in this article, this Data Processing Agreement shall also apply to those Processing Operations as much as possible.

Article 2

1) Subject

a) The Processor processes Personal Data solely on the instructions and under the responsibility of the Controller. Processing will take place solely in the context of the performance of the Agreement, plus those purposes that are reasonably related to it or that are determined with further consent.

b) The Personal Data processed by the Processor under the Agreement and the categories of Data Subjects from whom they originate are set out in Annex 1.

c) The Processor may use the Personal Data for quality assurance purposes, such as surveying Data Subjects or conducting statistical research into the quality of its services. The Processor may use anonymized Personal Data for its own purposes at any time.

d) Parties will inform each other as soon as possible about relevant changes in the services or with regard to Personal Data.

2) Processor Obligations

a) With regard to the Annex 1The Processor will ensure compliance with the applicable laws and regulations for the aforementioned Processing, including in any case the laws and regulations regarding the protection of personal data, such as the GDPR.
b) The Processor will inform the Controller, upon request, of the measures it has taken regarding its obligations under this Data Processing Agreement. The Processor is entitled to refuse requests if it deems them unreasonable.
c) The obligations of the Processor arising from this Data Processing Agreement also apply to those who Process Personal Data under the authority of the Processor, including but not limited to employees, in the broadest sense of the word.
d) The Processor shall immediately inform the Controller if, in its opinion, an instruction infringes the GDPR or any other Union or Member State data protection provision.
e) Processor shall, to the extent within its power, provide assistance to Controller for the purposes of the obligations under Articles 32 to 36 GDPR.
f) Processor is entitled to charge Controller for all reasonable costs incurred in fulfilling the obligations in Articles 3.1 and 3.5.

3) Transfer of Personal Data

a) Processor may Process the Personal Data in countries within the European Economic Area ("EEA"). Processor may also transfer the Personal Data to a country outside the EEA, provided that country ensures an adequate level of protection and Processor complies with its other obligations under this Data Processing Agreement and the GDPR.

4) Enabling subcontractors

a) The Processor may use subcontractors under this Data Processing Agreement. The Controller expressly authorizes the subcontractors listed in Annex 2.
b) The Processor has general permission from the Controller to engage new or additional subprocessors. The Controller may request a current list of subprocessors at any time via contact@afdelingonline.nl.
c) Processor shall assume the same obligations towards any subprocessors it engages as those agreed between Controller and Processor.

5) Division of responsibility

a) Processor is solely responsible for the Processing of the Personal Data under this Data Processing Agreement, in accordance with the instructions of Controller and under the express (ultimate) responsibility of Controller.
b) The Processor is expressly not responsible for any other Processing of Personal Data, including but not limited to the collection of Personal Data by the Controller, Processing for purposes not reported to the Processor by the Controller, Processing by third parties and/or for other purposes.
c) The Controller guarantees that the content, use and order for the Processing of the Personal Data as referred to in this Data Processing Agreement are not unlawful and do not infringe any rights of third parties and indemnifies the Processor against all claims and demands related thereto.

6) Security

a) The Processor shall endeavor to implement all technical and organizational security measures required under the GDPR, and in particular Article 32 GDPR. These measures are included in Annex 3.

b) The Processor does not guarantee that the security is effective under all circumstances. If the data processing agreement does not explicitly specify security, the Processor will endeavor to ensure that the security meets a level that is not unreasonable, given the state of the art, the sensitivity of the personal data, and the costs associated with implementing the security measures.

7) Reporting obligation

a) The Data Controller shall be responsible for notifying the Data Subjects of any Personal Data Breach ('Data Breach') at any time.

b) Processor shall notify Controller without undue delay after becoming aware of the Data Breach.

c) As far as is known, the reporting obligation includes at least:
   i) the nature of the data breach;
   ii) the categories of Data Subjects and Personal Data;
   iii) the number of Data Subjects and Personal Data;
   iv) the name and contact details of a contact point where further information can be obtained;
   v) the likely consequences of the data breach;
   vi) the measures that Processor has proposed or taken to address the Data Breach and limit any adverse consequences thereof.

d) Notification will be sent to the Controller's contact person listed in the Data Processing Agreement. Contact details can be found in the Agreement.

8) Requests from Data Subjects

a) In the event a Data Subject submits a request to the Processor to exercise their legal rights (Articles 15-23 GDPR), the Processor will forward the request to the Controller, and the Controller will handle the request further. The Processor may inform the Data Subject of this.

b) If the Controller so requests, the Processor shall cooperate in handling requests from Data Subjects by means of appropriate technical and organizational measures, to the extent possible and reasonable.

c) Confidentiality and secrecy

d) All Personal Data that the Processor receives from the Controller and/or collects itself under this Data Processing Agreement, as well as the results of an audit, are subject to a confidentiality obligation towards third parties. The Processor will not use this information for any purpose other than that described in the Data Processing Agreement, unless it is formatted in such a way that it cannot be traced back to Data Subjects.

e) This confidentiality obligation does not apply to the extent that the Controller has given express written consent to provide the information to third parties, if the provision of the information to third parties is logically necessary in view of the nature of the assignment given and the performance of this Processing Agreement, or if there is a legal obligation to provide the information to a third party.

9) Audit

a) The Controller has the right to have audits conducted by an independent third party bound by confidentiality to verify compliance with the Data Processing Agreement. The Controller's investigation will always be limited to the Processor's systems used for the Processing.
b) This audit may take place once every twelve (12) months or in the event of a concrete suspicion of misuse of Personal Data. This suspicion must be sufficiently substantiated by the Controller.
c) The Controller shall announce the audit at least four (4) weeks before it takes place and shall ensure that the audit causes as little disruption as possible to the Processor's business operations.
d) Processor shall cooperate with the audit and provide all information reasonably relevant to the audit, including supporting data such as system logs, and employees as soon as possible.
e) The recommendations will be implemented by the Processor as far as possible, in consultation with the Controller, following the audit carried out.
f) The costs of the audit will be borne by the Controller. The Processor is entitled to charge the Controller for all costs related to this audit.

10) Liability

a) The parties agree that the provisions of the General Terms and Conditions apply with regard to liability.

11) Duration and termination

a) This Processor Agreement has been entered into for the duration as determined in the Agreement between the Parties and, in the absence thereof, in any case for the duration of the collaboration.
b) After the Agreement is terminated, the Processor will retain all Personal Data in its possession for a period of twenty-four (24) months. After this period, the Personal Data will be anonymized.
c) The Processor is entitled to revise this Data Processing Agreement from time to time. It will notify the Controller of any changes at least one (1) month in advance. If both parties agree to a change to this Data Processing Agreement, the term will expire.

The following have been added to the Data Processing Agreement Appendix:

Annex 1	Specification of processing activities
Annex 2	Third party or subcontractor specifications
Annex 3	Technical and organizational measures

Annex 1: Specification of Processing Activities

Under the Data Processing Agreement, the Processor may perform the following processing activities on behalf of the Controller. Depending on the terms of the Agreement, the following processing operations with the categories of Data Subjects and Personal Data apply:

Name processing	Processing purposes	Categories of data subjects	Type of personal data	Transfer to third countries
Website analysis (Google Analytics, Google Tag Manager, Hotjar)	Analysis of website traffic and user behavior for optimization of the website and services.	Website visitors.	IP addresses, device/browser information, cookies (unique online IDs), and usage statistics (click and visit behavior).	Yes (US) for Google services; No for Hotjar (data stays within EU).
Online advertising (Google Ads incl. Google Ad Grants)	Displaying online advertisements (search results, banners, etc.) to reach the target audience and generate traffic.	Website visitors (for remarketing) and internet users in the target group (prospects).	Online identifiers (cookies, advertising IDs), search terms and interaction data, general demographic/geographic characteristics.	And (VS).
Social media ads (Meta/Facebook & Instagram, LinkedIn, Twitter/X, TikTok)	Targeted advertising campaigns on social media platforms (targeting based on profile, interests, behavior) to promote products/services.	Social media users (prospects/customers within a defined target group) and website visitors (for retargeting via pixels).	Profile and behavioral data of users on these platforms (age, gender, interests, location, etc.); device and usage data; and possibly contact details (e.g., email/phone for custom audiences).	I (o.a. VS).
Social media beheer (Kontentino)	Planning, publishing and monitoring social media posts and interactions for marketing/communications.	Social media users who interact with the Controller's accounts (followers, customers).	Usernames, public profile pictures, and the content of public comments/posts on social media.	No (data stored in EU – e.g. Germany).
Email marketing (Mailchimp)	Sending newsletters and email campaigns for marketing and communications.	Newsletter subscribers, (potential) customers.	Email address, name, and possibly other contact details of recipients; also email statistics (e.g., open and click behavior).	And (VS).

Name processing	Processing purposes	Categories of data subjects	Type of personal data	Transfer to third countries
Transactional Email (Mailgun)	Sending emails from customer websites and applications (e.g. forms, confirmations)	Website users, customers	Recipient email address, IP, email content	And (VS, SCC's)
Work documents and analyses (Google Workspace)	Storage, collaboration and sharing of documents and customer analyses	Customers, internal employees	Email addresses, project information, analyses with customer data	And (VS, SCC's)
Customer Communication (WhatsApp Business API)	Direct communication with customers/prospects via WhatsApp (messaging service) for customer service and information exchange.	Customers and prospects who contact the Data Controller via WhatsApp.	Phone number, profile name and content of chat messages (including any personal data provided by the user in the conversation).	And (VS).
Communication & Collaboration (Slack, Microsoft 365, Google)	Internal communication and collaboration for the execution of the assignment (chat, e-mail, document sharing between team and client).	Employees of the Processor and contact persons at the Controller.	Contact details (name, business email) and communications (chat messages, emails) as well as shared documents/files – these may occasionally contain customer personal data.	Yes (possible storage outside the EU, e.g. the US).
Data Integration & Automation (Zapier)	Automatically link and transfer data between different (online) systems to streamline marketing processes (e.g. leads from website to email tool).	Depending on the connection: data subjects whose data are exchanged are usually (potential) customers/website visitors.	Any type of personal data transmitted via the automated link, typically contact details such as name, email address, telephone number, etc. (varies per specific application).	Yes (US – cloud infrastructure in US).
Web hosting & storage (Pressdiscounter, VDX, Google Cloud, VDX, and Savvii)	Hosting of websites/web applications and associated databases, including domain registration and data backups.	Website users and customers of the Controller (whose personal data is stored in the hosted systems).	All personal data processed and stored via the website/web application, e.g. account and login data, form submissions, order and transaction data, as well as technical	No (servers within the EU; for example Dutch hosting or EU cloud storage).

Name processing	Processing purposes	Categories of data subjects	Type of personal data	Transfer to third countries
			data (IP addresses, log files).	
SEO & campaign optimization (SE Ranking, Optmyzer, Semrush)	Analyzing and improving website visibility (SEO audits, keyword analysis, search engine monitoring). Website analysis and optimization of Google Ads campaigns.	Customers and visitors (for conversion data and search queries)	Search terms, conversion data, possibly IP/location	Yes (US at Optmyzer; UK at SE Ranking)
Rapportagetools (Swydo)	Generating marketing reports and dashboards with performance of campaigns and online channels.	n.a. (use of aggregated statistics; no direct data of individual persons).	n.a. (reporting data concerns aggregated/anonymized information, not personal data).	n.a. (data remains within the EU; the tool is Dutch, but no personal data is processed).
Accessibility widget (UserWay)	Improving the accessibility of the website for users (e.g. adaptable display for people with disabilities).	Website visitors (all users, with emphasis on users with special accessibility needs).	User preferences for accessibility (such as contrast, font size) and limited technical information (e.g., IP address for content loading). No directly identifying user data is stored.	Yes (US) – service is provided by a US company.
File exchange (WeTransfer)	Securely send and receive (large) files between Controller, Processor and third parties.	The sender(s) and recipient(s) of the files (usually employees/contact persons of the parties). In addition, any data subjects whose information is included in the sent files.	Sender and recipient email addresses (for notification); content of sent files (this may include any personal data depending on the file type—e.g., lists of names/addresses, photos, etc.).	No (data storage within the EU).
Ontwerp- & AI-tools (Adobe Creative Cloud,	Designing and creating content (graphic design, text, video) for	No direct involvement – tools are used	Not applicable – normally no personal data is processed in	n.a. (any cloud storage is

Name processing	Processing purposes	Categories of data subjects	Type of personal data	Transfer to third countries
Figma, OpenAI (ChatGPT), Midjourney)	campaigns and online content, including the use of AI to generate creative elements.	solely by Processor employees for content creation (not for processing customer or end-user data).	these creative tools (only fictional or anonymised content).	located outside the EU, e.g. the US, but since no personal data is handled there, this is not relevant).

Annex 2: Specification of Subprocessors

This Annex lists the third parties that Processor engages for its services purchased as determined in the Agreement. In accordance with Article 5 of this Processor Agreement, agreements have been made with these third parties regarding the processing.

Subprocessor Name	Contact details	Chamber of Commerce number	Outsourced processing	Processing outside the EEA?
Google LLC	1600 Amphitheatre Parkway, Mountain View, CA 94043, USA – https://www.google.com	n.v.t.	Webanalyse, advertising, cloudhosting (Google Analytics, Ads, Tag Manager, etc.)	Yes (US, based on SCCs)
Meta Platforms, Inc.	1 Hacker Way, Menlo Park, CA 94025, USA – https://www.meta.com	n.v.t.	Social media advertising en community management	Yes (US, based on SCCs)

			(Facebook, Instagram)	
LinkedIn Corporation	1000 W Maude Ave, Sunnyvale, CA 94085, USA – https://www.linkedin.com	n.v.t.	Social media advertising (B2B targeting)	Yes (US, based on SCCs)
TikTok Technology Limited	10 Earlsfort Terrace, Dublin, D02 T380, Ireland – https://www.tiktok.com	n.v.t.	Video advertising via social media	Yes (based on SCCs)
Mailchimp (Intuit Inc.)	675 Ponce de Leon Ave NE, Atlanta, GA 30308, USA – https://mailchimp.com	n.v.t.	Email marketing and campaign management	Yes (US, based on SCCs)
VDX Internet Services B.V.	Koperslagersweg 4, 8601 WL Sneek, Netherlands – https://vdx.nl	011 264 29	Web hosting, email and domain registration	Nee
Savvii B.V.	Kerkenbos 1037, 6546 BB Nijmegen, Netherlands – https://www.savvii.com	091 924 61	Managed WordPress hosting	Nee
Optmyzr Inc.	855 El Camino Real, Suite 13A-287, Palo Alto, CA 94301, USA – https://www.optmyzr.com	n.v.t.	Optimization and management of online advertising campaigns	Yes (US, based on SCCs)
Mailgun Technologies Inc.	112 E Pecan St #1135, San Antonio, TX 78205, USA – https://www.mailgun.com	n.v.t.	Sending transactional emails through websites and apps	Yes (US, based on SCCs)
Google Workspace (via Google Ireland Ltd.)	Gordon House, Barrow Street, Dublin 4, Ireland – https://workspace.google.com	n.v.t.	Customer document storage and editing, collaboration and email	Yes (US, based on SCCs)
Hotjar Ltd.	Level 2, St Julian's Business Centre, 3 Elia Zammit Street, St Julian's STJ 3155, Malta – https://www.hotjar.com	n.v.t.	Website behavior analysis (heatmaps, session recordings)	Nee

Swydo B.V.	Bisonspoor 8007, 3605 LT Maarssen, Netherlands – https://www.swydo.com	302 555 70	Marketing performance reports	Nee
SE Ranking Ltd.	15 Bishopsgate, London EC2N 3AR, United Kingdom – https://seranking.com	n.v.t.	SEO analysis and search engine monitoring	Yes (UK – EU adequacy decision)
Zapier Inc.	548 Market St. #62411, San Francisco, CA 94104, USA – https://zapier.com	n.v.t.	Automating data exchange between tools	Yes (US, based on SCCs)
UserWay Inc.	1007 North Orange St., 10th Floor, Wilmington, DE 19801, USA – https://userway.org	n.v.t.	Website Accessibility Tool (Visitor Preferences)	Yes (US, based on SCCs)
Kontentino s.r.o.	Lazaretská 3/A, 811 08 Bratislava, Slovakia – https://www.kontentino.com	n.v.t.	Planning and publishing social media content	Nee
Funnel AB	Klarabergsgatan 29, 111 21 Stockholm, Sweden – https://funnel.io	n.v.t.	Marketing data integration for reporting	Nee
Slack Technologies, LLC	500 Howard St, San Francisco, CA 94105, USA – https://slack.com	n.v.t.	Internal and external communication (chat), sharing customer data	Yes (US, based on SCCs)
Microsoft Ireland Operations Ltd.	One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, Ireland – https://www.microsoft.com	n.v.t.	Email, collaboration, document storage (Microsoft 365)	Yes (US, via Irish subsidiary, SCCs)
LogMeIn Ireland Limited (LastPass)	Bloodstone Building, Bloodstoney Road, Dublin 2, Ireland – https://www.lastpass.com	n.v.t.	Customer password storage in encrypted vault	Yes (US, via Irish entity, SCCs)
OpenAI Inc.	3180 18th St, San Francisco, CA 94110, USA – https://openai.com	n.v.t.	Enter and process text data via AI prompts	Yes (US, based on SCCs)
Twitter, Inc. (X Corp.)	1355 Market Street, Suite 900, San Francisco, CA 94103, USA – https://x.com	n.v.t.	Posting and managing social media content and advertisements	Yes (US, based on SCCs)

Hootsuite Inc.	111 East 5th Avenue, Vancouver, BC V5T 4L1, Canada – https://hootsuite.com	n.v.t.	Planning, managing and monitoring social media posts	Yes (Canada, EU adequacy decision)
LastPass (LogMeIn Ireland Limited)	Bloodstone Building, Bloodstoney Road, Dublin 2, Ireland – https://www.lastpass.com	n.v.t.	Customer password storage in encrypted vault	Yes (US, via Irish entity, SCCs)
Funnel AB	Klarabergsgatan 29, 111 21 Stockholm, Sweden – https://funnel.io	n.v.t.	Marketing data integration for reporting	Nee

Annex 3: Technical and organisational measures

Processor has taken the following technical and organizational measures to process the Personal Data in a responsible manner that is in accordance with the GDPR:

Technical measures:

- Processor will provide the accounts, software and application(s) with a form of security, both technical and organizational, and at least meet a level that is appropriate and reasonable, taking into account the state of the art, the sensitivity of the (personal) data and the costs associated with the security.
- Processor requires the use of encrypted connections (SSL) for sending data and files to and from the web application.
- The processor updates the server software and the application. The processor also monitors the server and application.
- The Processor requires the software used to be upgraded and updated. If the Controller decides not to update, this agreement will expire.

Data Security
- TLS 1.2+ for data transfer
- AES-256 encryption for stored data
- Daily encrypted backups with geographic distribution
- Extensive logging and monitoring of access

Access security
- Multi-Factor Authentication (MFA) for account
- Role-based access rights with periodic review
- Strong password policy with complexity requirements
- Automatic account blocking after a period of inactivity
- Controlled access for administrative accounts

Network security
- Firewalls met 24/7 monitoring
- VPN for remote access
- DDoS protection
- Separate networks for production/development

Organizational measures:
The processor uses a system of user rights to restrict data access to employees and roles that require it. Processes are also defined to ensure this, such as the off-boarding process when an employee leaves the company, which ensures that user rights are revoked.

Policy & Procedures
- Current information security policy
- Documented incident response plan
- Change management procedures
- Business Continuity Planning

Staff & Access
- Mandatory security awareness training

- Screening and confidentiality obligation
- Documented access control process

Compliance & Control
- GDPR/AVG compliance
- Periodic penetration tests
- Regular security audits

Incident Management
- Dedicated security incident team
- Documented reporting procedure
- Clear escalation lines