

**Article 1 Definitions**

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These General Conditions use the following terms and definitions:

- 1.1 iWebdevelopment: Codex Connectors B.V., also trading as iWebdevelopment, established in Eindhoven and registered with the Chamber of Commerce with number 63591545, the user of these conditions;
- 1.2 Client: the natural person or the legal entity who or which has concluded an agreement with iWebdevelopment or to whom or which iWebdevelopment has issued a quotation for this purpose, or who or which starts to use a downloaded (software) application, or any other party that can be considered a counterparty;
- 1.3 Service: all which iWebdevelopment creates and delivers in the context of the agreement between the parties;
- 1.4 In Writing: by (registered) letter or email unless indicated otherwise.

**Article 2 General**

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- 2.1 These conditions govern any offer, quotation, and agreement between iWebdevelopment and the Client to which iWebdevelopment has declared these conditions applicable, insofar as the parties have not deviated from these conditions. The conditions also govern additional contracts and follow-up contracts granted by the Client.
- 2.2 Any deviations from these general terms and conditions are only valid if expressly agreed in writing.
- 2.3 The applicability of any purchase or other conditions is explicitly rejected. The Client explicitly declares to waive any purchase or other conditions that are not those of iWebdevelopment.
- 2.4 If one or more provision(s) of these general terms and conditions are invalid or void, the remaining provisions of the general terms and conditions will remain in force. In this case, iWebdevelopment and the Client will discuss the introduction of new provisions to replace the void or annulled provisions, taking into account the purpose and scope of the original provision(s).
- 2.5 If a situation arises which is not regulated by these general terms and conditions, the situation should be judged 'in the spirit' (in line with the scope and purpose) of the general terms and conditions.
- 2.6 iWebdevelopment reserves the right to amend or supplement these general terms and conditions. Amendments and additions will also apply to any agreements that have already been concluded with due observance of a period of thirty days following the notice concerning the amendment and/or additions on the website of iWebdevelopment. Minor amendments and additions can be introduced at any time. If the Client does not want to accept an amendment or addition to these conditions, the Client can terminate the

agreement up to the date on which the new conditions take effect (thirty days following corresponding notice).

### **Article 3      Quotations and offers**

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- 3.1 The quotations issued by iWebdevelopment are non-binding. They will be valid for fourteen days unless agreed otherwise.
- 3.2 The prices and offers set out in the quotation will only apply to the services and/or services listed in this quotation. If other services and/or software not set out in the quotation is/are provided, this will be charged as additional work. Additional work will at least include changes compared to what was agreed on in the accepted quotation or contract confirmation, as well as the work or the costs that have occurred as a result of the aforementioned changes.
- 3.3 If it becomes clear that data provided by the Client are incorrect or incomplete, iWebdevelopment will have the right to amend the prices accordingly and reschedule any (indicative) delivery/completion periods (insofar as indicated).
- 3.4 iWebdevelopment cannot be bound to the issued quotations and/or offers if the Client could reasonably understand that the quotations and/or offers, or a part thereof, contain(s) a manifest error or typo.

### **Article 4      Contract duration; execution of the agreement**

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- 4.1 The effective period of the agreement between iWebdevelopment and the Client will be indefinite unless the nature of the agreement or contract determines otherwise or the parties have explicitly agreed otherwise in writing.
- 4.2 Subscriptions for links and Service Level Agreements can be terminated on a monthly basis. The subscription will end based on written termination (by email or termination in the account environment) at the end of the month following the month in which the termination took place. The provisions on termination in Article 11 will apply in full.
- 4.3 Other agreements can be terminated by the parties with due observance of a notice period of three months. With respect to termination by the Client of agreements based on which iWebdevelopment develops/is developing custom software, all reserved working hours and any costs already incurred, as well as the loss of profits, must be paid by the Client, with a minimum of 50% of the original amount quoted by iWebdevelopment or agreed between the parties. The provisions on termination in Article 11 will apply in full.
- 4.4 iWebdevelopment cannot be held responsible for achieving, or failing to achieve, any result intended by the Client with respect to both the use of connections offered by iWebdevelopment based on subscriptions and custom software. However, iWebdevelopment will strive to achieve the best possible result with respect to custom software.
- 4.5 If and insofar as the proper execution of the agreement requires, iWebdevelopment will always have the right to have certain work carried out by third parties.

- 4.6 The Client will ensure that all data needed in the context of the execution of the agreement – either requested by iWebdevelopment or of which the Client should reasonably know that these are necessary for the execution of the agreement – are provided to iWebdevelopment in a timely fashion. In a timely fashion is defined as within five days.
- 4.7 iWebdevelopment will always have the right to take (technical) measures to secure the software developed by it.
- 4.8 If the parties have agreed on a specific period for the completion of the work, this will only be indicative and never a deadline. For this reason, the Client must first hold iWebdevelopment in default in writing and give it the opportunity to carry out the delivery/fulfilment. iWebdevelopment will not be liable for the consequences of exceeding periods.
- 4.9 If iWebdevelopment or third parties engaged by it perform work at the location of the Client in the context of the agreement, the Client will provide the facilities reasonably requested by these employees at no cost.
- 4.10 iWebdevelopment has the right to (temporarily) make the delivered products and services unavailable and/or to restrict their use, or to not deliver these (fully), if the Client fails to fulfil an obligation vis-à-vis iWebdevelopment with respect to the agreement or acts in violation of these conditions.

## **Article 5      Amendments to the agreement**

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- 5.1 If desired or necessary for the proper execution of the agreement/contract, this agreement or contract can be amended – in consultation – at the request of either party. The Client accepts the possibility of amendments to the agreement and the corresponding potential (financial) consequences, including consequences related to the completion/delivery period. iWebdevelopment will inform the Client about these consequences in a timely fashion.
- 5.2 All changes to the Service, irrespective of whether these take place at the request of the Client, either as a result of the fact that a different manner of execution is required due to circumstances, will be considered additional work if these amendments involve higher costs, and as less work insofar as these involve lower costs. These will be invoiced to the Client accordingly.
- 5.3 If iWebdevelopment must perform more work than agreed on due to circumstances that were not known at the moment of the conclusion of the agreement, or must perform work in conditions that are more burdensome than of which it was aware or should have been aware at the moment of the conclusion of the agreement, iWebdevelopment will inform the Client and will have the right to charge any additional costs that arise from this to the Client. No refunds for any reserved and scheduled time and fees in case of less work will be granted.
- 5.4 An amendment to the agreement will only be valid if agreed in writing.

**Article 6      Development of (custom) Software**

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- 6.1 If the Service (also) concerns the development of a product/project tailored to the Client, including (but not limited to) software and/or connections, the parties will agree on the requirements of this product in writing.
- 6.2 iWebdevelopment will carry out the development of the Service based on the data provided by the Client. The Client is responsible for the accuracy, completeness, legitimacy, and consistency of its instructions and data. iWebdevelopment will always have the right (but will not be required) to verify the accuracy, completeness, legitimacy, and consistency of these data.
- 6.3 If data provided by the Client are protected by any intellectual property rights, the Client guarantees that it is in the possession of all licences required for their provision to and use by iWebdevelopment in the context of the agreement.

**Article 7      Maintenance**

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- 7.1 The software and/or connections provided or facilitated by iWebdevelopment are not static and will be updated regularly to continue to offer the greatest possible effectiveness.
- 7.2 iWebdevelopment has the right to (temporarily) make the software and/or connections unavailable for maintenance, adjustments, or improvements. If the Services are (temporarily) unavailable due to maintenance, iWebdevelopment cannot be held liable for any resulting damage of any kind, including for damage due to business standstill, losses, and lost savings. However, nuisance cannot be prevented.
- 7.3 Insofar as possible, iWebdevelopment will strive to inform the Client in a timely fashion of the moment on which the maintenance will be carried out and the duration of the maintenance. iWebdevelopment will inform the Client if the maintenance leads or is expected to lead to a (significant) change to the functionality.
- 7.4 If the Client wishes to independently make a change to the software, this will take place entirely at the risk and responsibility of the Client unless the Client reported the desired change to iWebdevelopment in advance and iWebdevelopment has approved it by electronic means. iWebdevelopment may grant this permission subject to conditions. The above will apply even if the Client fails to make a change proposed by iWebdevelopment.

**Article 8      Service Level Agreement**

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- 8.1 The purpose of the Service Level Agreement is to maintain the availability and functionality of the services provided to the Client and to offer a reference framework for the expectations related to the Service.
- 8.2 All services provided by iWebdevelopment include a basic SLA that the Client may use without any additional costs.

- 8.3 The Client can choose a more extensive SLA at an additional fee which will be activated after the confirmation of the order by the Client and the approval of iWebdevelopment.
- 8.4 The Client may always downgrade an SLA with due observance of the notice period set out in Article 4.2.
- 8.5 All SLAs are governed by a Fair Use Policy. iWebdevelopment will have the right to downgrade an SLA with immediate effect if the Client violates this Fair Use Policy, such at the discretion of iWebdevelopment. However, the Client will first receive a non-recurring notice to give it the opportunity to immediately resume its compliance with the Fair Use Policy.
- 8.6 An issue will be registered electronically using a ticket, email, or, if the chosen Service level agreement permits, by phone.
- 8.7 iWebdevelopment strives to address the issue within the response period set out in the selected Service Level Agreement, in which respect the office hours of iWebdevelopment must be taken into account. These hours are from Mondays to Fridays between 09:00 and 17:00, except for official public holidays in the Netherlands.
- 8.8 iWebdevelopment does not guarantee that each issue or question can be resolved within the target period. Whether an issue or question can be resolved depends on several factors over which iWebdevelopment cannot always exercise control. For this reason, iWebdevelopment will have a best-efforts obligation, not an obligation to achieve certain results.
- 8.9 Each provided Service Level Agreement offers a maximum of one hour per month (that cannot be transferred to the next month) during which iWebdevelopment will investigate or respond to issues.
- 8.10 If the period set out in 8.9 is exceeded, iWebdevelopment has the right to charge any additional time to the Client.
- 8.11 The Client must inform iWebdevelopment of work at and/or changes to its organisation or systems that could affect the Service Level Agreement in a timely fashion.
- 8.12 Costs for unnecessary work will be charged at the regular hourly rate in force at that time if this work has been demonstrably caused by the Client itself or third parties engaged by it.

## **Article 9**      **Payment and fees**

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- 9.1 All fees of iWebdevelopment are presented in euros (unless indicated otherwise) and do not include turnover tax and other government levies. All fees on the website of iWebdevelopment are subject to programming and/or spelling errors. iWebdevelopment accepts no liability for the results of such errors.
- 9.2 No more than once every 12 months, iWebdevelopment has the right, but is not required to, tacitly and without further notice make an inflation correction with respect to all fees charged for subscriptions and connections with effect from the next invoicing period. The percentage of this inflation correction will not exceed the CPI annual change as published

- by Statistics Netherlands, in which respect the last final period of 12 months available at the moment on which the decision to carry out an inflation correction is made will be used by iWebdevelopment.
- 9.3 iWebdevelopment has the right to increase all fees charged by up to 10% every 12 months, not included any inflation correct already or to be carried out. The price adjustment can be higher in case of subscriptions and/or connections. These price adjustments will be announced in writing at least one month before their effective date.
- 9.4 All costs incurred by iWebdevelopment arising from the agreement will be for the account of the Client unless agreed otherwise.
- 9.5 All payments for services purchased based on a plan, such as (but not limited to) connections and maintenance packages, must be paid by direct debit. The Client is required to authorise iWebdevelopment for these direct debit transactions of the (instalment) amounts and to maintain this authorisation as long as the subscription exists.
- 9.6 In case of direct debit, the (instalment) amounts due will always be charged in advance.
- 9.7 Each subscription has a maximum monthly usage. If this usage is exceeded, the excess will be invoiced retroactively every month and charged with the next direct debit order. The rates for the excess use will be indicated per subscription.
- 9.8 If the Client objects to the direct debit order, it must inform iWebdevelopment. This objection will be handled within a reasonable period. An objection concerning an ongoing direct debit order does not (immediately) suspend the charges.
- 9.9 If the Client reverses the direct debit order or if collection by iWebdevelopment is not possible for any reason, the Client must transfer the amount due by means of regular bank transfer, including the costs associated with the charge-back or refused collection order, within fourteen days of the date on which iWebdevelopment informed the Client.
- 9.10 In case of contracts and/or services for which no direct debit order has been agreed on for which the maximum amount that can be used based on a subscription is exceeded, a separate invoice will be sent to the Client. A payment period of fourteen days following the invoice date applies to this invoice, without any right to discount or settlement.
- 9.11 Unless agreed otherwise, the Client must pay 50% of the total price set out in the agreement to iWebdevelopment before the start of the project.
- 9.12 Without prejudice to the above, iWebdevelopment will always have the right to receive (interim) advances. By way of deviation from the above, advances must always be paid immediately.
- 9.13 Objections to the amount of the submitted invoices will not suspend the payment obligation of the Client.
- 9.14 If the Client has not completed the payment within the period(s) listed in this article or within a period agreed in writing, the Client will be in default by operation of law and iWebdevelopment, without further summons or notice being required, will have the right to charge the statutory interest to the Client from the due date up to the date of full payment, everything without prejudice to the other rights of iWebdevelopment.

- 9.15 In case of late payment, the Client will owe full compensation for both the judicial and extrajudicial costs, including the costs of lawyers, bailiffs, and collection agencies, besides the amount due and the interest thereon.

## **Article 10 Delivery and complaints**

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- 10.1 Delivery/completion of the services or software will be considered to have taken place at the moment on which iWebdevelopment makes the software or connection available or on which it activates the software or connection, or once iWebdevelopment informs the Client in writing that the software or connection has been delivered.
- 10.2 If the Client has complaints about the provided Service, these complaints must be submitted to iWebdevelopment in writing no later than fourteen days following the provision of the Service. Complaints will be provided with a description that is as detailed as possible. If the Client does not submit a complaint within fourteen days, the provided Service will be considered to have been approved by the Client.
- 10.3 If a complaint is valid (such at the discretion of iWebdevelopment), iWebdevelopment will carry out the Service as agreed and/or resolve the shortcomings. If a complaint is invalid, such as the discretion of iWebdevelopment, it will reject the complaint with substantiation. iWebdevelopment must always be given the opportunity by the Client to resolve any shortcomings within a reasonable period. If the Client believes that resolving the shortcoming within a reasonable period has become useless, the Client must indicate and demonstrate this in writing.
- 10.4 If the Client continues to reject the Service after a reasonable number of revisions or substantiated rejections of a complaint by iWebdevelopment, iWebdevelopment has the right to terminate the agreement. In this case, the Client will exclusively and fully be refunded the price paid for the duly rejected Service. In this case, iWebdevelopment can only terminate the agreement if it has indicated that a revision or substantiation is the last one. In case of cancellation or dissolution by iWebdevelopment in any phase and for any reason, iWebdevelopment will not owe any compensation for damage suffered by the Client.
- 10.5 If it becomes clear that a complaint is valid, the corresponding costs will be fully for the account of the Client, including the investigation costs incurred by iWebdevelopment.

## **Article 11 Suspension, dissolution, and (interim) termination**

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- 11.1 iWebdevelopment is, inter alia, authorised to (partially) postpone the fulfilment of the obligation or to dissolve the agreement if and once:
- the Client fails to (fully or timely) fulfil the obligations arising from the agreement;
  - the Client reverses the payment;
  - iWebdevelopment learns of circumstances after the conclusion of the agreement that give it a valid reason to fear that the Client will not fulfil its obligations;

- iWebdevelopment can no longer be required to fulfil the agreement based on the conditions originally agreed on due to delays attributable to the Client.
- 11.2 iWebdevelopment will also have the right to dissolve the agreement if circumstances arise that make the execution of the agreement impossible, or if its execution can no longer in all reasonableness and fairness be expected, or if other circumstances mean that unaltered continuation of the agreement can no longer reasonably be expected.
- 11.3 The claims of iWebdevelopment on the Client will become immediately exigible if the agreement is dissolved. If iWebdevelopment suspends the fulfilment of its obligations, it will retain its rights arising from law and the agreement.
- 11.4 If iWebdevelopment suspends and/or dissolves the agreement, it will not be in any way required to provide compensation for damage and costs of the Client that (may) arise as a result in any way, including due to standstill of the business operations and/or the loss of data, etc.
- 11.5 If the dissolution is attributable to the Client, iWebdevelopment will have the right to claim compensation, including costs, directly and indirectly, resulting from this.
- 11.6 iWebdevelopment has the right to terminate the agreement (prematurely). If the agreement is terminated (prematurely) by iWebdevelopment, iWebdevelopment will – in consultation with the Client – ensure the transfer of the work still to be performed to third parties insofar as and provided that the termination is not attributable to the Client. Any costs incurred by iWebdevelopment for the transfer of the work will be charged to the Client. The Client will be required to pay these costs within the mentioned period unless iWebdevelopment indicates otherwise. The provisions of Article 4.3 will apply mutatis mutandis.
- 11.7 In case of liquidation, (requested) suspension of payments or bankruptcy, or attachments levied on the Client that are not lifted within three months, or debt remediation or any other circumstance due to which the Client has lost the power to freely dispose of its assets, iWebdevelopment will have the right to terminate the subscription or the agreement with immediate effect without any obligation to pay any damages or compensation. All claims of iWebdevelopment on the Client become immediately exigible in this case.
- 11.8 If the Client fully or partially cancels a contract and/or order that has already been placed, the work already performed, the working hours already reserved, and the costs already incurred will be fully charged to the Client.
- 11.9 In case of cancellation, termination, or dissolution for any reason, iWebdevelopment will have the right to delete or block the access to all stored data and to cancel all accounts of the Client with immediate effect as of the date on which the agreement ends. In this case, iWebdevelopment will not be required to provide the Client with a copy of these data.
- 11.10 Without prejudice to the provisions of the preceding paragraphs, the advances paid to iWebdevelopment by the Client will not be refunded if one or more of the case(s) set out in the preceding paragraphs occur(s).



**Article 12 Liability**

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- 12.1 In case of the (alleged) liability of iWebdevelopment, iWebdevelopment will always first need to be held in default and given the opportunity to respond to the notice (of liability) and, if necessary, resolve the shortcoming within a reasonable period.
- 12.2 However, if iWebdevelopment can be held liable for damage and costs and this circumstance is covered by a liability insurance taken out by iWebdevelopment, the liability will be limited to the amount paid by the insurance company in the relevant case, to be increased by a deductible imposed by the insurer, if applicable. The liability of iWebdevelopment will in all other cases be limited to mere compensation for direct damage and costs caused by or directly related to a shortcoming by iWebdevelopment in the fulfilment of the agreement. Moreover, the liability of iWebdevelopment will be limited to the invoice amount of the Service to which the liability relates. In case of contracts with an effective period of more than three months, the liability will also be reduced by the fee due for the last three months.
- 12.3 Direct damages will only mean:
- reasonable costs incurred to establish the cause and extent of the damage, insofar as the determination relates to damages for the purposes of these conditions;
  - any reasonable costs incurred to ensure that the faulty performance of iWebdevelopment will comply with the agreement unless this cannot be attributed to iWebdevelopment;
  - reasonable costs incurred to prevent or mitigate damage, insofar as the Client demonstrates that these expenses resulted in mitigation of direct damage within the meaning of these general terms and conditions.
- 12.4 iWebdevelopment is not liable for indirect damage and costs, including, but not limited to, consequential damage, loss of profits, lost savings, and damage due to business standstill. In this respect, iWebdevelopment is also not liable for damage due to exchange rates/fluctuating daily rates of various currencies, for example, if there are delays between entering a transaction/contract and the processing using the connection related to currency exchanges.
- 12.5 iWebdevelopment is not liable for (the consequences of) viruses, spam, hacking, and the like, which are present and/or take place on equipment, servers and/or computers and the like of the Client at any time.
- 12.6 Without prejudice to the above, iWebdevelopment will also not be liable for the consequences of events at the Client over which iWebdevelopment cannot exert any control.
- 12.7 iWebdevelopment is not liable for any form of damage caused because iWebdevelopment used incorrect and/or illegitimate and/or incomplete data provided by the Client. The Client is responsible for the accuracy and completeness of the data and documentation provided to iWebdevelopment.

- 12.8 iWebdevelopment is not liable for (the consequences of) printing or spelling errors in manuals, images, and the like.
- 12.9 The work (to be) performed by iWebdevelopment in relation to custom software can be considered a best-effort obligation. In part based on this ground, iWebdevelopment is not liable if and insofar as the ultimate result of the work of iWebdevelopment does not (fully) meet the expectations of the Client unless determined otherwise based on standards of reasonableness and fairness.
- 12.10 The Client indemnifies iWebdevelopment against claims by third parties that suffer damage in relation to the execution of the agreement.
- 12.11 The limitations of liability of iWebdevelopment do not apply in case of damage due to deliberate or intentional reckless actions by iWebdevelopment.

### **Article 13 Force majeure and errors**

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- 13.1 iWebdevelopment has the right to temporarily make the Service or parts thereof unavailable for maintenance, modifications, or improvements. iWebdevelopment will attempt to schedule such unavailability outside of office hours to the greatest extent possible and strive to inform the Client of the scheduled unavailability in a timely fashion. However, iWebdevelopment will never be liable for compensation for damage related to such unavailability.
- 13.2 iWebdevelopment will strive to inform the Client if a modification leads to significant changes to the functionality. In case of modifications that are relevant to multiple clients, it is not possible to cancel a modification for a single client. iWebdevelopment is not required to provide any compensation for damage caused by such a modification.
- 13.3 In the event of the unavailability of the Service due to breakdowns, maintenance, or other causes, iWebdevelopment will strive to notify the Client of the nature and expected duration of the unavailability.
- 13.4 In case of force majeure, which includes but is not limited to disruptions to or the unavailability of the Internet or telecommunications infrastructure, power outages, domestic unrest, mobilisation, war, transport obstructions, strikes, lock-out, company disruptions, delivery stagnations, fire, floods, import and export restrictions, as well as a situation in which iWebdevelopment is prevented from providing the Service due to its own vendors based on which fulfilment of the agreement cannot reasonably be demanded from iWebdevelopment, the execution of the agreement will be suspended or terminated if the situation of force majeure has lasted more than ninety days, everything without any obligation to pay any form of compensation.

### **Article 14 Confidentiality**

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- 14.1 Each of the parties is required to treat the information they provide to each other in the context of the agreement as confidential. Information will be considered confidential if it

has been labelled as such or if the recipient knew or should reasonably have suspected/known that the information was intended to be confidential.

- 14.2 This obligation also applies to the employees of the parties as well as the third parties engaged by them.
- 14.3 Beyond what is necessary in the context of the agreement, iWebdevelopment will not access data that the Client makes available to iWebdevelopment in any way, nor will iWebdevelopment use these data beyond the context of the agreement in any way, unless this is necessary for the proper fulfilment of the agreement or if iWebdevelopment is required to do so based on a statutory provision or court order. In this case, iWebdevelopment will strive to minimise its access to the data to the greatest extent possible, insofar as it has the power to do so.

## **Article 15 Intellectual property rights**

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- 15.1 iWebdevelopment will always retain the rights and powers that accrue to it based on the Dutch Copyright Act and other laws and regulations in the field of intellectual property. This at least covers the materials, software, analyses, designs, documents, recommendations, reports, quotations, and preparatory materials of these developed or provided in the context of the Service. Source codes will never be transferred unless explicitly agreed otherwise.
- 15.2 The Client will only gain the usage rights/a licence with respect to the Services provided by iWebdevelopment. The Client is explicitly forbidden from copying, publishing, or sharing the data, including (but not limited to) connections and/or software, with third parties.
- 15.3 The Client is not allowed to delete or modify any copyright, trademarks, trade names, or other intellectual property rights with respect to the materials, including notices regarding the confidentiality and secrecy of the materials.
- 15.4 iWebdevelopment is allowed to take technical measures to protect the materials. If iWebdevelopment has secured the materials using technical measures, the Client is not permitted to remove or circumvent these security measures.
- 15.5 Any use, reproduction, or publication of materials outside of the scope of the agreement or granted rights of use will be considered a breach of copyright. The Client will pay an immediately exigible fine of EUR 5,000 for each violation to iWebdevelopment, which fine will not be eligible for judicial moderation, without prejudice to the right of iWebdevelopment to seek compensation for its damage suffered due to the violation or to take other legal measures in order to terminate the violation.

## **Article 16 Warranties**

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- 16.1 iWebdevelopment will always retain the rights and powers that accrue to it based on the Dutch Copyright Act and other laws and regulations in the field of intellectual property. This at least covers the materials, software, analyses, designs, documents,

recommendations, reports, quotations, and preparatory materials of these developed or provided in the context of the Service. Source codes will never be transferred unless explicitly agreed otherwise.

16.2 The warranty will not apply:

- in case of incorrect, careless, or improper use;
- if the instructions given by iWebdevelopment are not observed;
- in case of modifications, repairs, or expansions made by the Client or a third party without the prior permission of iWebdevelopment;
- in case of a(n)(other) circumstance or event beyond the control of iWebdevelopment;
- if the Client fails (or has failed) to fulfil its obligations vis-à-vis iWebdevelopment.

*Articles 17 to 28 constitute the processor scheme*

## **Article 17      Purposes of the processing**

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- 17.1 In the context of the services provided by iWebdevelopment, personal data kept on the servers of iWebdevelopment by the Client can be accessed and processed by iWebdevelopment. iWebdevelopment undertakes to process personal data based on the instructions of the Client subject to the conditions of this processor scheme.
- 17.2 iWebdevelopment cannot exert any influence over the data (and their contents) placed on the servers by the Client as these are not collected by iWebdevelopment itself. For this reason, iWebdevelopment does not accept any responsibility for the content and nature of these data.
- 17.3 iWebdevelopment will not process the personal data for any other purpose than in the context of the agreed services. The Client will remain fully responsible for the correct storage and nature of the data and the duration of the retention, also taking into account the (statutory) retention periods.
- 17.4 In addition to the above, iWebdevelopment can collect names, telephone numbers, and (email) addresses of contacts and companies. iWebdevelopment will do this in the context of the services for and the collaboration between the parties. iWebdevelopment may use these data to inform these contacts about the services offered by iWebdevelopment.
- 17.5 The personal data processed based on the instructions of the Client will remain the property of the Client and/or the data subjects in question.

## **Article 18      Obligations of iWebdevelopment**

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- 18.1 With respect to processing operations performed based on the agreement, iWebdevelopment will ensure compliance with the conditions stipulated pursuant to the GDPR.

- 18.2 iWebdevelopment will inform the Client within a reasonable period following its request about the measures taken by iWebdevelopment concerning the obligations arising from the GDPR and any other applicable privacy laws and regulations.
- 18.3 The obligations of iWebdevelopment concerning privacy that arise from these conditions also apply to those who process personal data under the authority of iWebdevelopment, including staff.

#### **Article 19      Transfer of personal data**

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- 19.1 iWebdevelopment will process the personal data (on servers) in countries in the European Union (EU) and/or European Economic Area (EEA). In addition, iWebdevelopment may transfer the personal data to (servers in) a country outside of the EU/EEA, provided that this country offers a suitable level of security and meets the other obligations imposed on it pursuant to this scheme and the GDPR.
- 19.2 iWebdevelopment will inform the Client of the country or countries in question at its request. iWebdevelopment guarantees that, taking into account the circumstances that affect the transfer of the personal data or a category of data transfer, countries outside of the EU/EEA offer a suitable level of security.
- 19.3 iWebdevelopment will specifically take into account the duration of the intended processing, the country of origin, the country of destination, and the security measures observed in those countries when determining the existence of a suitable level of security.

#### **Article 20      Distribution of responsibilities**

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- 20.1 The parties will ensure compliance with the GDPR. The permitted processing activities will be conducted by iWebdevelopment in an automated environment.
- 20.2 iWebdevelopment emphasises that the Client is responsible for all data stored and processed by the Client on the servers and storage capacities provided by iWebdevelopment. iWebdevelopment does not accept any responsibility for these data and their processing by the Client.
- 20.3 The Client guarantees that the content, the use, and the instructions concerning the processing of personal data are not illegitimate and do not violate any rights of third parties. The Client indemnifies iWebdevelopment against all claims by third parties that arise from a failure to fulfil the aforementioned guarantee by the Client.

#### **Article 21      Engaging third parties or sub-processors**

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iWebdevelopment may engage third parties (sub-processors) in the context of the agreement/contract and the aforementioned data processing. iWebdevelopment will inform the Client at its first request of the engaged sub-processors that have access to the personal data. The group of sub-processors will always be kept to a minimum and will only be used if this is necessary for the execution of the agreement or for other reasons.

iWebdevelopment will at least ensure that these third parties adopt at least the same obligations as agreed on between the Client and iWebdevelopment.

iWebdevelopment will ensure the proper compliance with the obligations arising from this scheme by these third parties and will be liable for damage caused by errors of these third parties as if it committed these errors itself.

## **Article 22    Security**

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- 22.1 iWebdevelopment will strive to take suitable technical and organisational measures to secure the personal data against loss or any form of unlawful processing (such as unauthorised access, modification, or disclosure of personal data).
- 22.2 By placing or keeping personal data on the servers of iWebdevelopment, the Client declares to accept the processing, on the one hand, and the technical and organisational (security) measures taken by iWebdevelopment, on the other hand.

## **Article 23    Data breaches**

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- 23.1 In case of breaches related to personal data, iWebdevelopment will make every effort to immediately inform the Client, but no later than within 48 after the discovery.
- 23.2 A personal data breach is defined as a breach of security leading to the accidental or unlawful destruction, loss, modification, unauthorised disclosure of, or unauthorised access to the forwarded, stored, or otherwise processed data.
- 23.3 The Client will ensure that it complies with any (statutory) notice obligations. If laws and/or regulations require, iWebdevelopment will cooperate with informing the relevant authorities and any data subjects.
- 23.4 The notice obligation will at least include a notice concerning the fact that a breach occurred, as well as (insofar as these data are available):
  - a. the (alleged) cause;
  - b. the (currently known and/or expected) consequences;
  - c. the (proposed) solution;
  - d. contact details for following up on the notice;
  - e. who has been informed (such as the data subject itself and/or the supervisor); and
  - f. what measures have already been taken.

## **Article 24    Handling requests by data subjects**

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- 24.1 If a data subject addresses a request to exercise his/her statutory rights to iWebdevelopment, iWebdevelopment will forward the request to the Client, which will handle the request. iWebdevelopment may inform the data subject of this.
- 24.2 iWebdevelopment will grant the Client the reasonably possible and necessary cooperation for handling the request. If it becomes clear that the Client needs assistance from

iWebdevelopment in order to execute a request by a data subject, iWebdevelopment may charge costs for this assistance.

#### **Article 25      Secrecy and confidentiality**

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All personal data received by iWebdevelopment from the Client and/or collected in the context of this scheme are subject to a duty of confidentiality vis-à-vis third parties. This duty of confidentiality does not apply insofar as the Client has given express permission for sharing the data with third parties if the provision of the data to third parties is logically necessary considering the nature of the given instructions and the implementation of this processor scheme, or if there is a statutory obligation to provide the data to a third party, or personal data are provided to third parties in their role as sub-processors.

#### **Article 26      Audit**

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- 26.1 No more than once per year, the Client can file a request with iWebdevelopment in order to identify which measures iWebdevelopment has taken in the context of privacy/the GDPR. iWebdevelopment will provide a written response within a period of four weeks. iWebdevelopment can extend this period once by four weeks. iWebdevelopment can – instead of providing a written response – decide to invite the Client to its offices to discuss the privacy measures.
- 26.2 If the Client considers the answer provided by iWebdevelopment insufficient, the Client has the right to have an expert/independent third party (who is subject to a duty of confidentiality) conduct an audit to verify compliance with this scheme and everything directly related to it.
- 26.3 The audit initiated by the Client will not take place any sooner than four weeks following the prior notice and will take place no more than once per calendar year on a date to be agreed by the parties.
- 26.4 iWebdevelopment will cooperate with the audit and provide all information reasonably relevant to the audit.
- 26.5 The findings arising from the completed audit will be judged in consultation by the parties. In response to the above, changes may, or may not, be implemented by either party or both parties jointly.
- 26.6 All costs incurred and time spent by iWebdevelopment in the context of the investigation referred to in paragraph 1 or the audit will be borne by the Client.

#### **Article 27      Liability and penalty provision**

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The liability of iWebdevelopment for damage as a result of an attributable shortcoming in the fulfilment of the scheme, an unlawful act, or otherwise will for each event (in which respect a series of successive events will be considered a single event) be limited to compensation of direct damage. The damage must always be demonstrated. The provisions of Article 14 on (limitation of) liability will apply mutatis mutandis.

**Article 28 Duration and termination of the processor scheme**

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- 28.1 This processor scheme has been entered into for an indefinite period, even if the parties only occasionally conduct business with each other, and will apply as long as the relationship has not ended explicitly.
- 28.2 Once the relationship with the Client has ended for any reason and in any manner, iWebdevelopment – such at the discretion of the Client – will remove and/or destroy all personal data of the Client present at it. iWebdevelopment will do this no later than three months after the end of the relationship. iWebdevelopment will only retain the information it must keep by law. This information will not be kept any longer than strictly necessary.

**Article 29 Final provisions**

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- 29.1 These general terms and conditions and all agreements between iWebdevelopment and the Client are governed by the laws of the Netherlands.
- 29.2 The court in the District of Oost-Brabant is competent to hear disputes unless the sub-district court is competent. In this last case, the applicable rules on competence apply. iWebdevelopment will nevertheless have the right to submit the dispute to the court declared competent by law.
- 29.3 Information and notices on the website of iWebdevelopment are subject to programming and/or spelling errors. In case of any inconsistencies between the website, the general terms and conditions, and the agreement, the agreement will take precedence.
- 29.4 The version of any communication received or kept by iWebdevelopment will be considered authentic unless the Client provides proof to the contrary.