

Terms & Conditions

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MODULE A – GENERAL

ARTICLE A.1. DEFINITIONS

The terms written in capital letters in the General Terms and Conditions have the following meanings.

- A.1.1. General Terms and Conditions: the provisions of this document.
- A.1.2. Service(s): the service(s) that D’atalier will perform on behalf of the Client, including but not limited to:
 - a. Web design and software development: Service consisting of developing, configuring and/or adapting Works such as websites, applications, layout, data files, software, documentation, advice, reports, analyses, designs.
 - b. Hosting services and domain name registration: Service consisting of storage and/or transfer of material supplied by the Client to third parties, such as in the case of web hosting, virtual servers and e-mail services or mediating in obtaining a domain name.
 - c. Other services as described in the offer or quotation of D’atalier.
- A.1.3. D’atalier: the company D’atalier B.V., established in Veenendaal and registered with the Chamber of Commerce under file number 51400251.
- A.1.4. Effective date: the date on which the Agreement enters into force and on which the delivery of the Service commences.
- A.1.5. Intellectual Property Rights: all intellectual property rights and related rights, including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights, as well as rights to know-how.
- A.1.6. Office hours: hours on working days between 09:00 and 17:00.
- A.1.7. Client: the natural or legal person with whom D’atalier has concluded an Agreement. It also means the person who enters or is in negotiations with D’atalier about this, as well as his representative(s), authorised representative(s), legal successor(s) and heirs.
- A.1.8. Agreement: any agreement between D’atalier and the Client on the basis of which D’atalier provides Services to the Client.
- A.1.9. SLA: the separately concluded Service Level Agreement between D’atalier and the Client in which the agreements about the level, quality and method of problem solving with regard to the Service are included.
- A.1.10. Website: the website of D’atalier, accessible via the domain www.D'atalier.nl.
- A.1.11. Working days: Monday to Friday, with the exception of Dutch national holidays, where 5 May is a national holiday once every five (5) years.
- A.1.12. Works: all works, such as websites and (web) applications, software, concepts, documentation, advice, reports and other products of the mind, as well as preparatory material thereof and (whether or not encrypted) files or data carriers on which the Works are located.

ARTICLE A.2. APPLICABILITY AND RANKING

- A.2.1. These General Terms and Conditions and Module A apply to every quotation or offer of D'atalier with regard to Services and form an integral part of every Agreement.
- A.2.2. The specific modules apply if the Services requested or offered fall within the scope described in the module. If a specific module applies, it shall prevail over Module A.
- A.2.3. The definitions as described in article A.1 apply to all modules of these General Terms and Conditions, unless a meaning is assigned elsewhere in the Agreement and/or General Terms and Conditions.
- A.2.4. Provisions or conditions set by the Client that deviate from, or do not appear in, these General Terms and Conditions are only binding on D'atalier if and insofar as they have been expressly accepted by D'atalier in writing.
- A.2.5. In the event of conflict between provisions in the Agreement, General Terms and Conditions or appendices thereof, the following order of precedence shall apply:
 - a. the Agreement;
 - b. any Service Level Agreement concluded;
 - c. any annexes to the Agreement;
 - d. these Terms and Conditions.

ARTICLE A.3. QUOTATIONS AND CONCLUSION OF AGREEMENT

- A.3.1. The Agreement is concluded by explicit written acceptance of the quotation or the offer by the Client. The quotation must be signed by the Client and returned in writing.
- A.3.2. If the Client does not explicitly indicate that it agrees with the quotation or offer, but nevertheless agrees, or gives the impression, that D'atalier performs work that falls within the description of the Services, the offer will be considered accepted. This also applies if the Client requests D'atalier to perform certain activities without waiting for a formal offer.
- A.3.3. Quotations from D'atalier are without obligation and valid for the period indicated in the quotation. If no period is indicated, the quotation is valid until thirty (30) days after the date on which the quotation was issued.
- A.3.4. If it appears that the information provided by the Client when applying for the Agreement was incorrect and/or incomplete, D'atalier has the right to adjust the prices accordingly.
- A.3.5. The Agreement runs from the moment that notification of acceptance by the Client is received by D'atalier and/or the Service has been technically delivered to the Client ("the Effective Date"), unless a different Commencement Date has been agreed in writing.

ARTICLE A.4. EXECUTION OF THE AGREEMENT

- A.4.1. After the conclusion of the Agreement, D'atalier will comply with it to the best of its ability and under the application of sufficient care and craftsmanship, in accordance with the quotation.
- A.4.2. Delivery periods specified by D'atalier are always indicative and in no case serve as deadlines.
- A.4.3. If and insofar as this is required for the proper execution of the Agreement, D'atalier has the right to have certain activities carried out by third parties. Any related unexpected additional costs are only for the account of the Client if this has been agreed in advance in writing. These General Terms and Conditions also apply to the work that third parties perform in the context of the Agreement.
- A.4.4. D'atalier will remain available for a reasonable level of customer support as described in the SLA, during regular Business Days and Business Hours.

- A.4.5. All changes to the Agreement, either at the request of the Client or as a result of the fact that a different execution is necessary due to whatever circumstances, will be considered as additional work if additional costs are associated with it. These will be invoiced accordingly to the Client. The Client will under no circumstances claim a refund of costs as a result of less work.

ARTICLE A.5. OBLIGATIONS OF THE CLIENT

- A.5.1. The Client is obliged to do all that is reasonably necessary and desirable to enable a timely and correct execution of the Agreement. In particular, the Client shall ensure that all data of which D'atalier indicates that they are necessary or of which the Client should reasonably understand that they are necessary for the performance of the Services, are provided to D'atalier in a timely manner. The period within which D'atalier must execute the Agreement does not commence until all requested and required information has been received by D'atalier.
- A.5.2. If the Client knows or can suspect that D'atalier will have to take certain (extra) measures to be able to meet its obligations, the Client will immediately inform D'atalier thereof.
- A.5.3. If the Client needs any permit or other permission from government authorities or third parties for the specific use that it gives or intends to give to the Services, the Client must take care of obtaining it itself. The Client guarantees to D'atalier that it has all permits and/or permissions that are necessary for the use of the Services by the Client.
- A.5.4. In addition to the previous paragraph, the Client must ensure correct compliance with the applicable Dutch laws and regulations. D'atalier is in no way liable for the correct compliance with the applicable Dutch laws and regulations.

ARTICLE A.6. CONSULTANCY AND PROJECT MANAGEMENT

- A.6.1. D'atalier will carry out consultancy and project management to the best of its ability under the application of sufficient care and craftsmanship.
- A.6.2. Consultancy and project management is at all times a best efforts obligation in the context of the Agreement, unless otherwise agreed in writing.
- A.6.3. The Client is aware that follow-up of D'atalier' advice is entirely at the risk of the Client. D'atalier is only liable for damage suffered insofar as this results from the Agreement.
- A.6.4. As far as possible, D'atalier will inform the Client in advance of the time and costs relating to the work to be carried out. The time required for the work in question depends on various factors, including the cooperation of the Client.

ARTICLE A.7. SECONDMENT

- A.7.1. A secondment exists if D'atalier makes one or more employees available to the Client for several hours per week and these employee(s) are under the direction of the Client.
- A.7.2. The Client will only use the seconded person for the work as agreed by the parties. In the event of a change of activities, the parties will consult again. All results of the work carried out are entirely at the risk of the Client.
- A.7.3. The Client will always provide the seconded person in a timely manner with all information and intelligence that are important for the proper execution of the work.
- A.7.4. The Client must ensure an adequate and safe workplace for the Seconded Person in accordance with the applicable Working Conditions Regulations and/or Working Conditions Legislation.
- A.7.5. The Client is not permitted to place the seconded person with third parties for the purpose of carrying out work without the prior permission of D'atalier.

- A.7.6. D'atalier will pay the payroll taxes and all social insurance contributions of the seconded person to the designated authorities and will then indemnify the Client against claims from third parties in this regard.
- A.7.7. D'atalier is entitled, without being obliged to pay compensation and/or compensation for the costs, to replace the seconded person with another seconded person.
- A.7.8. In the event of illness, D'atalier and/or the seconded party will unsubscribe from the Client as early as possible. D'atalier is not obliged to replace a seconded person in the event of illness. If the seconded person is absent for more than thirty (30) days as a result of illness and no replacement seconded person is available, the Client and/or D'atalier is entitled to terminate the Agreement in accordance with Article A.14 (Duration and termination).
- A.7.9. D'atalier invoices the Client on a monthly basis for the hours worked by the seconded person. Travel time and travel and accommodation costs will be charged separately to the Client, unless otherwise agreed. If the Client so requests, D'atalier will report the hours worked by the seconded person and send them to the Client within ten (10) Working Days.

ARTICLE A.8. INTELLECTUAL PROPERTY RIGHTS

- A.8.1. All Intellectual Property Rights to all Works developed or made available by D'atalier in the context of the Agreement are exclusively vested in D'atalier or its licensors, unless otherwise agreed in writing.
- A.8.2. The Intellectual Property Rights relating to the open source software used by D'atalier lie with the developer of that software or another rightholder. Such rights can under no circumstances be transferred to the Client. The Client is responsible for compliance with the open source software licenses and indemnifies D'atalier against claims from third parties regarding compliance with these licenses.
- A.8.3. The Client only obtains the rights of use and powers that are explicitly granted in these General Terms and Conditions, the Agreement or otherwise in writing and for the rest the Client will not reproduce or publish these Works. The aforementioned suffers an exception if it is unmistakably mistakenly failed to provide the Client with such a right in an explicit manner. However, the provision of source code of Works is at all times only mandatory if explicitly agreed in writing.
- A.8.4. D'atalier has the right not to grant or withdraw the right of use as referred to in the previous paragraph if the Client has not fulfilled its obligations under the Agreement.
- A.8.5. Unless and insofar as otherwise agreed in writing, the Client is not permitted to remove or change any indication regarding Intellectual Property Rights from these Works, including indications regarding the confidential nature and confidentiality of the Works.
- A.8.6. D'atalier is permitted to take technical measures to protect its Works. If D'atalier has secured these Works by means of technical protection, the Client is not permitted to remove or circumvent this security, except if and insofar as the law imperatively stipulates otherwise.

ARTICLE A.9. PRAISE

- A.9.1. Unless explicitly stated otherwise for an amount, all prices mentioned by D'atalier are exclusive of turnover tax and other levies imposed by the government.
- A.9.2. If a price is based on information provided by the Client and this information turns out to be incorrect, D'atalier has the right to adjust the prices accordingly, even after the Agreement has already been concluded.
- A.9.3. If the Agreement concerns a continuing performance agreement, D'atalier is entitled to increase the rates applied once a year in accordance with the percentage applicable for the past year on the basis of cbs index for commercial services (dpi index).

ARTICLE A.10. PAYMENT TERMS

- A.10.1. D'atalier will invoice the amounts owed by the Client to the Client. D'atalier may issue electronic invoices to the e-mail address of the Client known to D'atalier. D'atalier has the right to periodically
- A.10.2. charge amounts due prior to the provision of the Services.
- A.10.3. The payment term of an invoice is thirty (30) days after the invoice date, unless otherwise agreed in writing.
- A.10.4. If the Client has not paid in full after fourteen (14) days after the payment term, he is automatically in default without notice of default being required.
- A.10.5. In the event of late payment, the Client is, in addition to the amount due and the interest thereon, obliged to fully reimburse the extrajudicial and judicial costs, including full lawyer's fees.
- A.10.6. Unless the Client is a consumer, the Client does not allow recourse to suspension, set-off or deduction.
- A.10.7. In the event that the Client fails to comply with any obligation under the Agreement, D'atalier is entitled to take back goods delivered in addition to suspension of Services without any notice of default, without prejudice to D'atalier' right to compensation for damage, loss of profit and interest.

ARTICLE A.11. FORCE MAJEURE

- A.11.1. Neither party can be held to comply with any obligation if a circumstance that is beyond the control of the parties and that could not or should not have been foreseen at the conclusion of the Agreement, nullifies any reasonable possibility of compliance.
- A.11.2. Force majeure includes (but is not limited to): disruptions of public infrastructure that is normally available to D'atalier, and on which the provision of the Services depends, but on which D'atalier cannot exercise actual power or contractual obligation to perform, such as networks in the internet with which D'atalier has not concluded a contract; failures in D'atalier infrastructure and/or Services caused by computer crime, for example (D)DOS attacks or successful or unsuccessful attempts to circumvent network security or system security; shortcomings of D'atalier' suppliers, which D'atalier could not foresee and for which D'atalier cannot hold its supplier liable, for example because the supplier in question (also) had force majeure; Defectiveness of goods, equipment, software or other source material of which the Client has prescribed the use; Unavailability of staff members (due to illness or otherwise); government measures; general transport problems; strikes; wars; terrorist attacks and domestic unrest.
- A.11.3. If a force majeure situation lasts longer than ninety (90) days, each of the parties has the right to dissolve the Agreement in writing. In that case, what has already been performed on the basis of the agreement will be settled proportionately, without the parties owing each other anything else.

ARTICLE A.12. LIABILITY

- A.12.1. The liability of D'atalier for damage as a result of an attributable shortcoming in the performance of the Agreement, or from unlawful act or otherwise, is excluded.
- A.12.2. Insofar as exclusion of liability on the basis of the law is not possible, D'atalier is only liable to the Client for direct damage as a result of
- A.12.3. an attributable shortcoming in the performance of this Agreement. Direct damage is exclusively understood to mean all damage consisting of:
 - a. damage directly caused to material property ("property damage");

- b. reasonable and demonstrable costs that the Client has had to incur in order to urge D'atalier to (again) properly comply with the Agreement;
 - c. reasonable costs to determine the cause and extent of the damage insofar as it relates to the direct damage as referred to here;
 - d. reasonable and demonstrable costs incurred by the Client to prevent or limit the direct damage as referred to in this article.
- A.12.4. D'atalier is in no way liable for compensation of indirect or consequential damage or damage due to loss of turnover or profit, image damage, delay damage, damage due to loss of data, damage due to exceeding of deadlines as a result of changed circumstances, damage as a result of the provision of defective cooperation, information or materials by the Client and damage due to information or advice given by D'atalier, the content of which is not expressly forms part of the Agreement.
- A.12.5. The maximum amount that will be paid out in the event of liability under paragraph 2 of this article is limited per event or a series of related events to the amount equal to the amount that D'atalier' insurance will pay out. If the insurance does not proceed to payment, the liability will be limited to the fees that the Client has been owed under this Agreement in the past twelve (12) months (excluding VAT). Under no circumstances, however, will the total compensation for direct damage exceed 15,000 euros (excluding VAT).
- A.12.6. The limitation of liability as referred to in the previous paragraphs of this article shall lapse if and insofar as the damage is the result of intent or gross negligence on the part of D'atalier' management.
- A.12.7. The liability of D'atalier due to attributable shortcoming in the performance of the Agreement only arises if the Client immediately and properly gives D'atalier notice of default in writing, setting a reasonable period to remedy the shortcoming, and D'atalier continues to fail to comply with its obligations even after that period. The notice of default must contain as detailed a description as possible of the shortcoming, so that D'atalier is able to respond adequately.
- A.12.8. The application of Article 6:271 et seq. of the Dutch Civil Code is excluded.
- A.12.9. The Client indemnifies D'atalier against all claims from third parties (including customers of the Client) with regard to compensation for damage, costs or interest, in connection with this Agreement and/or the Service.

ARTICLE A.13. SECRECY

- A.13.1. The parties will treat information that they provide to each other before, during or after the execution of the Agreement confidentially if this information is marked as confidential or if the receiving party knows or reasonably should suspect that the information was intended to be confidential. The parties also impose this obligation on their employees as well as on third parties engaged by them for the execution of the Agreement.
- A.13.2. D'atalier will not take cognizance of data that the Client stores and/or distributes via D'atalier' systems, unless this is necessary for the proper execution of the Agreement or D'atalier is obliged to do so pursuant to a legal provision or court order. In that case, D'atalier will endeavour to limit the knowledge of the data as much as possible, insofar as this is within its power.
- A.13.3. The obligation of confidentiality also remains after termination of the Agreement for whatever reason, and for as long as the providing party can reasonably claim the confidential nature of the information.

ARTICLE A.14. DURATION AND TERMINATION

- A.14.1. The Agreement is entered into for the term as stated in the offer. If no term is stated, the Agreement is entered into for the duration of twelve (12) months or for the duration necessary for the delivery of the Service. The Agreement can only be terminated in the interim as stipulated in these General Terms and Conditions, or with the consent of both parties. However, if the Agreement concerns an assignment agreement, it cannot be terminated prematurely by the Client.
- A.14.2. If the Agreement concerns a continuing performance agreement, in the absence of written notice, it will always be tacitly extended for the same period in time before the end of the aforementioned period, with due observance of the notice period, unless otherwise agreed in writing.
- A.14.3. The Client will observe a notice period of two (2) months. D'atalier will observe a notice period of three (3) months.
- A.14.4. D'atalier may immediately suspend or terminate the Agreement in writing if at least one of the following special grounds applies:
- a. The Client is in default with regard to a substantial obligation;
 - b. the bankruptcy of the Client has been applied for;
 - c. The Client has applied for suspension of payment;
 - d. the activities of the Client are terminated or liquidated.
- A.14.5. If D'atalier suspends the fulfilment of the obligations, it retains its claims under the law and the Agreement, including the right to payment for the Services that have been suspended.
- A.14.6. If the Agreement is terminated or dissolved, D'atalier' claims against the Client are immediately due and payable. In the event of dissolution of the Agreement, amounts already invoiced for services performed remain due, without any obligation to cancel. In the event of dissolution by the Client, the Client may only dissolve that part of the agreement that has not yet been executed by D'atalier. If the dissolution is attributable to the Client, D'atalier is entitled to compensation for the damage that arises directly and indirectly as a result.
- A.14.7. The right to suspension in the aforementioned cases applies to all Agreements concluded with the Client simultaneously, even if the Client is only in default with regard to one Agreement, and without prejudice to D'atalier' right to compensation for damage, loss of profit and interest.

ARTICLE A.15. MODIFICATION OF TERMS AND CONDITIONS

- A.15.1. D'atalier reserves the right to change or supplement the Services and these General Terms and Conditions. Changes also apply to Agreements already concluded with due observance of a period of thirty (30) days after publication of the change.
- A.15.2. Changes will be announced on the Website, or by e-mail to the Client, or another channel of which D'atalier can prove that the announcement has arrived at the Client. Non-substantive changes of minor importance can be made at any time and do not require notification.
- A.15.3. If the Client does not wish to accept a change, the Client must inform D'atalier of this in writing within fourteen (14) days after publication. D'atalier can then reconsider the change. If D'atalier does not subsequently withdraw the change, the Client may terminate the agreement by this date until the date on which the new terms and conditions take effect.

ARTICLE A.16. OTHER PROVISIONS

- A.16.1. The Agreement is governed by Dutch law.
- A.16.2. Insofar as the rules of mandatory law do not prescribe otherwise, all disputes that may arise as a result of the Agreement will be submitted to the competent Dutch court for the district in which D'atalier is established.
- A.16.3. In these General Terms and Conditions, "in writing" also includes communication by e-mail, provided that the identity of the sender and integrity of the content is sufficiently established.
- A.16.4. If any provision of the Agreement proves to be null and void, this does not affect the validity of the entire Agreement. In that case, the parties will adopt (a) new provision(s) as a replacement, with which the intention of the original Agreement and General Terms and Conditions will be given shape as much as legally possible.
- A.16.5. Information and announcements, including price indications, on the Website are subject to programming and typing errors. In the event of any inconsistency between the Website and the Agreement, the Agreement shall prevail.
- A.16.6. The log files and other electronic or non-electronic administration of D'atalier constitute full proof of D'atalier' statements and the version of any (electronic) communication received or stored by D'atalier is considered authentic, subject to proof to the contrary to be provided by the Client.
- A.16.7. The parties shall always inform each other in writing without delay of any changes in name, postal address, e-mail address, telephone number and, if requested, bank or giro number.
- A.16.8. Each party is only entitled to transfer its rights and obligations under the Agreement to a third party with the prior written consent of the other party. However, this permission is not necessary in the event of a company takeover or acquisition of the majority of the shares of the party concerned.

MODULE B – DEVELOPMENT OF WORKS

If the Service (also) serves to develop, configure and/or adapt Works such as websites, applications, layout, data files, software, documentation, advice, reports, analyses, designs, the provisions of this module also apply.

ARTICLE B.1. DEVELOPMENT OF WORKS

- B.1.1. Prior to the development, the parties jointly discuss which specifications form the basis of the Works to be developed. D'atalier uses the following development methods:
- a. Development per hour: the specifications of the Works to be developed are determined in advance by the Client. The activities of D'atalier will be carried out under the supervision of the Client. D'atalier will charge the Client for the realized hours;
 - b. Agile/SCRUM: the specifications of the Works to be developed are continuously adjusted during the development process. The work will be carried out in time blocks (sprints). D'atalier will charge the Client for the time blocks (sprints) in advance. D'atalier does not guarantee that the Works will be delivered according to certain specifications and within a certain period and/or within certain time blocks (sprints);
 - c. Fixed fee: the specifications of the Works to be developed are determined jointly and in advance by the parties. The work will be completed by D'atalier on the basis of a fixed price. D'atalier guarantees that the Works will be delivered in accordance with the specifications, provided that this is not unreasonable.

If applicable, the development method used by D'atalier will be included in D'atalier' quotation.

- B.1.2. If a Service serves to develop, configure and/or adapt Works, D'atalier has the right, unless otherwise agreed, to use images, software and components of third parties in the development, configuration or adaptation of Works.
- B.1.3. D'atalier is permitted to use open source software of which the rights lie with third parties. This means, among other things, that D'atalier may supply open source software to the Client and may process open source software in Works that D'atalier creates or adapts in the context of a Service. If the license of certain open source software entails that the Client can only distribute (parts of) the Works as open source, D'atalier will adequately inform the Client about all applicable license conditions.
- B.1.4. After delivery, the responsibility lies on correct compliance with the relevant licenses of third parties when using the developed Works at the Client.
- B.1.5. D'atalier is permitted to include a name mention in the Works. If the Client objects to this, D'atalier will remove this attribution free of charge.
- B.1.6. D'atalier is not obliged to provide a manual as standard with the delivered Works. If the Client requests a manual, D'atalier is entitled to charge additional costs. As far as possible, D'atalier will inform the Client in advance of these costs.

ARTICLE B.2. TESTS IN TEST ENVIRONMENT

- B.2.1. Prior to delivery, the Client will be enabled to test the Works in an acceptance environment. D'atalier will provide the Client with access to this test environment by sending a location (URL) and, if necessary, the login details.
- B.2.2. Access to this test environment is strictly tied to the Client. The Client is not permitted to grant third parties access to this test environment by forwarding the location (URL) and/or the login details to these third parties.

- B.2.3. The Client is aware that the test version is not suitable for production purposes, in any form whatsoever. It is therefore not permitted to use the test environment for these purposes.
- B.2.4. D'atalier is not obliged to move the Data stored in the test environment to a production environment, unless otherwise agreed in writing.
- B.2.5. D'atalier is in no way liable for loss and/or disclosure of the Data stored in the test environment.
- B.2.6. The Client is aware that the Work can send communication (e.g. e-mail) to specified addresses. D'atalier is not liable for these sent communications.
- B.2.7. D'atalier gives no guarantees regarding the availability, completeness and correct functioning of the test environment. In addition, no guarantees can be derived from an ALREADY CONCLUDED SLA with regard to the test environment.

ARTICLE B.3. DELIVERY AND ACCEPTANCE

- B.3.1. D'atalier will deliver the Works to be developed or adapted or parts thereof if, in its professional opinion, they meet the specifications or are suitable for use. D'atalier has the right to postpone the delivery of the Works until the moment that the Client has fulfilled all its obligations under the Agreement.
- B.3.2. Delivery takes place by making available in a test environment as referred to in Article 8 (Tests and test environment).
- B.3.3. The Client must then evaluate and approve or reject the delivered goods within fourteen (14) days after delivery. Acceptance of the completed works is deemed to exist if:
 - a. The Client has accepted the delivery by means of a written agreement;
 - b. The Client uses the delivered work for production purposes, including but not limited to transferring the Works to a production environment;
 - c. The Client does not reject the delivered goods within a period of ten (10) Working Days, has not requested a revision round or has not objected to delivery.
- B.3.4. If a Work is delivered in phases, the Client must, after delivery of each phase, give the approval or rejection of the part of the Work of that phase in the manner as stipulated in the previous paragraph. The Client may not base a approval or rejection at a later stage on aspects that were approved at an earlier stage.
- B.3.5. If the Client rejects the delivered goods in whole or in part, D'atalier will make every effort to remove the reason for rejection as soon as possible. D'atalier can do this by revising the result or rejecting the reason with reasons. The Client then has a period of ten (10) Working Days to approve or reject the revision or motivation.
- B.3.6. If, after the first revision or motivation, the Client has rejected all or part of the delivered goods, a reasonable number of revision rounds will follow in the opinion of D'atalier.
- B.3.7. If the parties agree that further revisions are not (or no longer) useful, both parties will enter into consultation about the further handling. In any case, the Client will be obliged to reimburse the hours actually worked by D'atalier, with a maximum of the offered amount. However, the Client is not entitled to use the Works in any way whatsoever, unless otherwise agreed in writing.
- B.3.8. After acceptance of the delivered goods, any liability for defects in the delivered goods shall lapse, unless D'atalier knew or should have known the defect at the time of acceptance. In any case, any liability for defects in a Work lapses after twelve (12) months after acceptance of the delivered Works.
- B.3.9. Desired changes in Works must be delivered by the Client point by point and in writing. D'atalier then assesses whether these activities fall within the Agreement, or are offered separately as additional work.

ARTICLE B.4. ADDITIONAL WORK

- B.4.1. Changes as a result of new or changed insights that have arisen during the development process count as additional work. This is entirely at the discretion of D'atalier.
- B.4.2. D'atalier will clearly and in advance indicate which activities should be considered as additional work. In addition, D'atalier will state the costs that the additional work entails.

ARTICLE B.5. DELIVERY OF MAINTENANCE

- B.5.1. Maintenance is understood to mean the functioning of existing Works in accordance with the quotation or further agreement, and more generally the repair of technical errors. Maintenance is expressly not understood to mean the repair of errors as a result of incorrect use of the Works, hacks and/or other external influences (e.g. browser and other software updates).
- B.5.2. D'atalier will make every effort to carry out the maintenance as well as possible, but is often dependent on its supplier(s) and third parties for updates, error repair software ('patches') or spare parts. D'atalier is entitled not to install certain updates or patches if, in its opinion, this does not benefit the correct functioning of the Works or is not in the interest of the Client.
- B.5.3. As part of the maintenance, D'atalier will endeavour to repair errors in the Works and associated software. However, D'atalier is dependent on supplier(s) and third parties. In the event of new functionality or changes that may materially change the functioning of the Works, D'atalier will consult with the Client in advance.
- B.5.4. D'atalier will endeavour to add improvements requested by the Client as referred to in this article to the Works. D'atalier is always entitled to refuse a request if, in its opinion, it is not feasible or may hinder the proper functioning or availability of the Works.
- B.5.5. If, in the opinion of D'atalier, a requested change can negatively affect the functioning or safety of the Works, D'atalier will report this in writing to the Client. If the Client nevertheless insists on the change and D'atalier implements it, this will take place at the Client's own risk and without any liability for D'atalier.
- B.5.6. If the Client independently wishes to implement a change to the results delivered by D'atalier, this will be done entirely at the Client's own risk and responsibility, unless the Client has notified D'atalier of the desired change in advance and D'atalier has approved it in writing. D'atalier may attach conditions to this approval.
- B.5.7. Remote support is provided by phone, email and other jointly agreed channels.
- B.5.8. At the request of the Client, D'atalier will propose software with which computers to be supported can be accessed remotely. It is the client's responsibility to ensure that its network and security environment allows this software to work.
- B.5.9. If it appears that remote support does not lead to a satisfactory solution or is not feasible given the nature of the problem, D'atalier will consult with the Client to find a solution on location.

MODULE C – HOSTING AND DOMAIN NAME REGISTRATION

If the Service (also) serves to store and/or transfer material supplied by the Client to third parties, such as in the case of web hosting, virtual servers and e-mail services or mediating in obtaining a domain name, the provisions of this module also apply.

ARTICLE C.1. PERFORMANCE OF THE SERVICE

- C.1.1. D'atalier will set up a space for the Benefit of the Service as soon as possible after the start of the Agreement. If this has been agreed, the login details for access to this space will be sent by D'atalier to the Client.
- C.1.2. D'atalier will make every effort to achieve high-quality and uninterrupted availability of the Service and associated systems and networks, and to realize access to data stored by the Client with this. However, D'atalier does not offer any guarantees about quality or availability, unless otherwise agreed in the quotation by means of a Service Level Agreement (SLA) designated as such.
- C.1.3. The Client hereby grants D'atalier an unlimited licence to distribute, store, transmit or copy all materials distributed by the Client via D'atalier' systems in any way deemed suitable by D'atalier, but only to the extent that this is reasonably necessary for the purpose of D'atalier' fulfilment of the Agreement.
- C.1.4. All changes with regard to the Service, either at the request of the Client or as a result of the fact that a different performance is necessary due to whatever circumstances, will be considered as additional work if additional costs are associated with this and insofar as there are fewer costs as less work. These will be invoiced accordingly to the Client.
- C.1.5. The Client is not permitted to deliver the Service to third parties (to "resell"), unless otherwise agreed in writing.
- C.1.6. D'atalier will not take cognizance of data that the Client stores and/or distributes via D'atalier' systems, unless this is necessary for the proper execution of the Agreement or D'atalier is obliged to do so pursuant to a legal provision or court order. In that case, D'atalier will endeavour to limit the knowledge of the data as much as possible, insofar as this is within its power.

ARTICLE C.2. CONDUCT

- C.2.1. The Client is prohibited from using the Service to violate Dutch or other laws or regulations applicable to the Client or D'atalier or to infringe the rights of others.
- C.2.2. D'atalier is prohibited (whether legal or not) from offering or distributing Materials using the Service that:
 - a. are unmistakably primarily intended to assist others in violating the rights of third parties, such as websites with (exclusively or mainly) hacking tools or explanations about computer crime that are apparently intended to enable the reader to commit the described criminal behavior and not to be able to defend himself against it;
 - b. be manifestly defamatory, defamatory, abusive, racist, discriminatory or hateful;
 - c. contain child pornography or bestiality pornography or are apparently intended to help others find such materials;
 - d. constitute a violation of the privacy of third parties, including in any case but not exclusively the distribution of personal data of third parties without permission or necessity or the repeated harassment of third parties with unwanted communication by these;

- e. contain hyperlinks, torrents or references with (locations of) material that unmistakably infringes copyrights, neighbouring rights or portrait rights;
 - f. contains unsolicited commercial, charitable or idealistic communications; or
 - g. contains malicious content such as viruses or spyware.
- C.2.3. The Client shall refrain from hindering other customers or internet users or causing damage to systems or networks of D'atalier or other customers. The Client is prohibited from starting up processes or programs, whether or not via D'atalier' systems, of which the Client knows or can reasonably suspect that this hinders or damages D'atalier, its customers or internet users.
- C.2.4. If, in the opinion of D'atalier, nuisance, damage or any other danger arises for the functioning of the computer systems or the network of D'atalier or third parties and/or of the provision of services via the Internet, in particular by excessive transmission of e-mail or other data, (distributed) denial-of-service attacks, poorly secured systems or activities of viruses, Trojans and similar software, D'atalier is entitled to take all measures that it reasonably deems necessary to avert or prevent this danger. D'atalier may recover the costs that are reasonably necessary associated with these measures from the Client.
- C.2.5. If the measures as referred to in Article C.2.4 consist of the (temporary) suspension of the Service as a result of which it is not accessible, D'atalier has the right to charge an amount of EUR 60.00 excluding VAT for the re-commissioning of the Service.

ARTICLE C.3. NOTICE & TAKEDOWN (COMPLAINT PROCEDURE)

- C.3.1. If D'atalier receives a complaint about violation of the previous article by the Client, or itself finds that this appears to be the case, D'atalier will inform the Client of the complaint or violation as soon as possible. The Client will respond as soon as possible, after which D'atalier will decide how to act.
- C.3.2. If D'atalier is of the opinion that there is a violation, it will block access to the material in question, but without permanently removing this material (unless this proves technically impossible, in which case D'atalier will make a backup). D'atalier will make every effort not to touch any other materials. D'atalier will inform the Client as soon as possible of any measures taken.
- C.3.3. D'atalier is at all times entitled to report established criminal offences. Furthermore, D'atalier is entitled to issue the name, address and other identifying data of the Client to a third party who complains that the Client infringes his rights or these General Terms and Conditions, provided that the correctness of that complaint is reasonably plausible and the third party has a clear interest in providing the data.
- C.3.4. Although D'atalier strives to act as reasonably, carefully and adequately as possible after complaints about the Client, D'atalier is never obliged to compensate damage as a result of measures as referred to in this article.
- C.3.5. In the event of repeated complaints about the Client or the information stored by the Client, D'atalier is entitled to terminate the Agreement.

ARTICLE C.4. STORAGE AND DATA LIMITS

- C.4.1. D'atalier may set a maximum to the amount of storage space that the Client may use per month in the context of the Service.
- C.4.2. Unused storage space, bandwidth and/or data traffic is not transferable to a subsequent month, unless otherwise agreed in writing.
- C.4.3. Should the Client exceed the applicable limits, D'atalier may, after sending at least one warning message to the Client regarding the exceedance, charge an additional amount per data unit

(e.g. MB or GB) equal to the exceedance, according to the amounts applicable to this in the Price List.

- C.4.4. The log files and the administration of D'atalier are mandatory proof of the actual consumption by the Client and are therefore decisive, subject to proof to the contrary by the Client.
- C.4.5. There is no liability for the consequences of not being able to send, receive, store or change data if an agreed limit for storage space or data traffic has been exceeded.
- C.4.6. When an excessive amount of data traffic is caused by an external cause (such as in the event of a (distributed) denial-of-service attack), D'atalier is entitled to charge the costs reasonably to the Client.

ARTICLE C.5. SOFTWARE

- C.5.1. D'atalier will make every effort to keep the software it uses up-to-date. However, D'atalier is dependent on its suppliers, and D'atalier is entitled not to install certain updates or patches if, in its opinion, this does not benefit a correct delivery of the Service.
- C.5.2. D'atalier guarantees that changes in the configuration or software on its hosting infrastructure (e.g. updates) will not adversely affect the operation of the web applications housed on it. This insofar as these web applications have been developed by D'atalier, and have remained continuously housed on the D'atalier infrastructure since delivery.
- C.5.3. When offering this guarantee, D'atalier uses the status of the software as indicated by the relevant supplier. If software has been given the status "end of life", is phased out faster, is no longer maintained and/or no longer receives updates for security problems, D'atalier will also phase out this software with a view to the security of its infrastructure. The guarantee referred to in the previous paragraph will then lapse.
- C.5.4. In this case, D'atalier is not obliged to assist the Client free of charge in implementing required changes to the web application, or transferring the web application to the hosting infrastructure of a third party.

ARTICLE C.6. DOMAIN REGISTRATION

- C.6.1. Application, assignment and possible use of a domain name are dependent on and are subject to the applicable rules and procedures of the relevant registering authorities, such as the Stichting Internet Domeinregistratie Nederland (SIDN) for .nl domain names. The relevant authority decides on the allocation of a domain name. D'atalier only plays a mediating role in the application and does not guarantee that an application will also be granted.
- C.6.2. The Client can only learn the fact of registration from D'atalier' confirmation, which states that the requested domain name has been registered. An invoice for registration fees is not a confirmation of registration.
- C.6.3. The Client indemnifies and holds D'atalier harmless for all damages related to (the use of) a domain name on behalf of or by the Client.
- C.6.4. D'atalier is not liable for the loss by the Client of its right(s) to a domain name or for the fact that the domain name is requested and/or acquired by a third party in the meantime, except in the event of intent or deliberate recklessness on the part of the Client.
- C.6.5. The Client must comply with the rules that registering authorities set for the application, allocation or use of a domain name. D'atalier will refer to these rules during the registration procedure.
- C.6.6. The rules as referred to in the previous paragraph will be made available by D'atalier to the Client in a timely manner and prior to registration.

- C.6.7. In the event that D'atalier registers a domain name in its name for the benefit of the Client, D'atalier will cooperate with requests from the Client to move, transfer or cancel this domain name. Any resulting costs, including but not limited to "trade" costs, are for the account of the Client.
- C.6.8. D'atalier has the right to make the domain name inaccessible or unusable, or to place it in its own name (or have it placed) in its own name if the Client demonstrably fails to comply with the Agreement, but only for the duration that the Client is in default and only after a reasonable period of performance has been stated in a written notice of default.
- C.6.9. In the event of dissolution of the Agreement due to non-performance of the Client, D'atalier is entitled to terminate a domain name of the Client with due observance of a notice period of two (2) months.

ARTICLE C.7. FAILURES

- C.7.1. D'atalier has the right to temporarily put its systems, including the Service, or parts thereof out of use for the purpose of maintenance, adaptation or improvement thereof. D'atalier will try to ensure that such decommissioning takes place as much as possible outside working hours and will make every effort to inform the Client in good time of the planned decommissioning. However, D'atalier is never liable for compensation for damage in connection with such decommissioning.
- C.7.2. D'atalier has the right to modify its systems, including the Service, or parts thereof from time to time in order to improve functionality and to correct errors. If an adjustment leads to a significant change in the functionality, D'atalier will make every effort to inform the Client thereof. In the event of adjustments that are relevant for several clients, it is not possible to waive a certain adjustment only for the Client. D'atalier is not obliged to pay any compensation for damage caused by such an adjustment.
- C.7.3. D'atalier will make every effort, in the event of the Unavailability of the Service, due to malfunctions, maintenance or other causes, to inform the Client about the nature and the expected duration of the interruption.

ARTICLE C.8. POST-TERMINATION PROCEDURE

- C.8.1. After termination of the Agreement, as a result of termination or dissolution, all data stored for the Client will be kept available up to one week after the termination, so that the Client can download the data itself. After this period, all data of the Client will be deleted, regardless of whether the Client has downloaded it or not.
- C.8.2. The deletion of data stored for the Client is done by default without special precautions to make the deletion irreversible, but can be done on request for an additional fee with the help of a software data shredder.