

General Terms and Conditions of Agenda Online B.V.

Article 1 - Definitions

- 1.1 General terms and conditions - the present general conditions for the sale and delivery of products and services by Agenda Online.
- 1.2 Agenda Online – Agenda Online B.V. Muurhuizen 30 – 3811 EJ – Amersfoort
- 1.3 Contracting Partner - The customer or legal person, who, whether or not with a view to conclude an agreement, receives a quote or offer and/or concludes and/or wants to conclude a contract with Agenda Online and/or visits the website of Agenda Online.
- 1.4 Contract - The entire set of agreements concluded between Agenda Online and the Contracting Partner that are subject to these General Terms and Conditions.
- 1.5 Service - Each service or work to be performed by Agenda Online on the basis of the Contract, as well as all movable goods and intangibles created in the course of such service or work and which are intended for the Contracting Partner. The Services provided by Agenda Online include: Les Agenda Online, websites and webhosting.
- 1.6 Facilities - Facilities, also including equipment, software, and where applicable the network connection required for the delivery of a service by Agenda Online and/or to be made available to the Contracting Partner.
- 1.7 Written form - A written communication shall also include communications by fax or email. Communications by email to Agenda Online may only be addressed to "info@lesagenda.nl", unless Agenda Online specifies another email address in writing. The version of such communication recorded by Agenda Online shall serve as proof thereof, subject to proof to the contrary by the Contracting Partner. In the absence of proof to the contrary by the recipient, email communications will be deemed to have been received on the date of transmission. Agenda Online shall not be held liable for any failure to receive communications due to technical disruptions in the internet access or email box of the Contracting Partner.
- 1.8 Website - The website with the web address www.lesagenda.nl or any other website under the control of Agenda Online and used to provide information in regard to the delivery of Products and/or Services or information about such Products and/or Services.
- 1.9 Product - Any goods delivered or to be delivered by Agenda Online under a Contract including software.
- 1.10 Intellectual property rights - All rights in intellectual and industrial property and related rights, such as copyright, trade marks, patents, industrial design, trade name, database right and neighbouring rights as well as rights in regard to know-how and online performance.

Article 2 - General provisions; applicability

- 2.1 All quotes, offers, orders, sales and deliveries of Products and Services by Agenda Online to the Contracting Parties and all agreements in connection with and relating to them are governed by these General Terms and Conditions. These General Terms and Conditions shall also apply to each use of the website by the Contracting Partner. The Contracting Partner may only rely on deviating and/or supplementary terms if and when they are contained in a written agreement with Agenda Online. Any acceptance of such terms shall only apply to that specific agreement in which such deviating and/or supplementary terms have been agreed and shall not affect the applicability of the other provisions of these General Terms and Conditions.
- 2.2 These General Terms and Conditions shall supersede (any) previous general terms and conditions, or any other conditions.
- 2.3 Agenda Online expressly objects to the applicability of General Terms and Conditions or of any other conditions that may be used by the Contracting Partner or to which the Contracting Partner may refer, unless expressly stated otherwise by Agenda Online, or unless the Parties have agreed otherwise in writing.
- 2.4 Upon consenting to the present General Terms and Conditions, the Contracting Partner agrees that these General Terms and Conditions shall also apply to any later agreement concluded by it and Agenda Online.
- 2.5 In regard to any agreement, Agenda Online is only validly represented by the person(s) who is (are) authorised to represent Agenda Online pursuant to the records of the Commercial Register of the Chamber of Commerce, or the person(s) who act(s) on the basis of an adequate written power of attorney issued by the person(s) authorised to act within the meaning referred to above.
- 2.6 The Contracting Partner may only rely on any deviation from these General Terms and Conditions if the deviation has been agreed in writing or if Agenda Online has stated expressly that any provision of these General Terms and Conditions (or parts thereof) shall not apply or apply otherwise.
- 2.7 If a Contract with the Contracting Partner expires or is terminated, these General Terms and Conditions shall continue to govern the relations between the parties to the extent required to resolve and settle the Contract.

Article 3 - Amendment of the General Terms and Conditions

- 3.1 Agenda Online is entitled to amend these General Terms and Conditions. Moreover, Agenda Online is entitled to declare that supplementary and deviating provisions shall apply. Such amendments shall apply also in regard to agreements already concluded with the Contracting Partner and shall continue to apply to such agreements subject to the following Article 3.2. Amendments shall enter into force on a date to be specified by Agenda Online. Agenda Online shall give advance notice of the amendment by a minimum of 21 days before the date on which the amendment becomes effective. If Agenda Online does not state the date on which the amendments become effective, they shall become effective after a period of 30 days after the date of publication.
- 3.2 If the Contracting Partner is a consumer and has not consented to the amended and/or supplementary terms, the Contracting Partner is entitled, in the event of amendments to these General Terms and Conditions that (i) permit Agenda Online to increase the agreed prices within three months after the conclusion of a Contract, or (ii) permit Agenda Online to deliver a performance that substantially deviates from the agreed performance, to cancel the Contract in question, provided the Contracting Partner notifies Agenda Online (preferably in writing) of the cancellation within in period of 21 days after the publication. If the Contracting Partner fails to notify Agenda Online accordingly, Agenda Online is entitled to rely on the assumption that the Contracting Partner has accepted the amended or supplementary terms, and the amended or supplementary terms shall be effective as of the date on which they become effective.
- 3.3 The preceding Section 3.2 shall not apply to amendments, additions or supplements to these General Terms and Conditions that are necessitated by laws in the formal and material sense.

Article 4 - Contract

- 4.1 All offers and quotes issued by Agenda Online, irrespective of form or under which name, also via the website, are non-binding, unless expressly stated otherwise by Agenda Online. In any event, the Contract between Agenda Online and the Contracting Partner shall only be concluded (i) at the time of the written confirmation of the contents of the Contract by Agenda Online, or (ii) on the date on which Agenda Online commences with the performance of the Contract, or (iii) at a point in time to be agreed, whichever of the situations stipulated above under (i), (ii) and (iii) first occurs. After accepting an offer of the Contracting Partner, Agenda Online is entitled to revoke the acceptance without undue delay. In the event of a revocation, no Contract shall be concluded, and Agenda Online is obliged to return anything it may have already received to the Contracting Partner. Agenda Online is entitled to refuse to state the reasons vis-à-vis a potential Contracting Partner.
- 4.2 The Contracting Partner is not entitled to assign the Contract and/or any rights or obligations resulting from it without the prior written consent of Agenda Online.
- 4.3 Agenda Online shall not be obliged to conclude a Contract with the Contracting Partner by reason of transmitting an offer or quote or other document or by leaving an order form or similar document with the Contracting Partner.
- 4.4 Any calculations, plans or other documents submitted with an offer or quote of Agenda Online remain at all times the property of Agenda Online and must be returned to Agenda Online upon first request (in case of offline transmission: postage prepaid). They may not be copied or submitted to third parties for inspection or otherwise made available without the prior written consent of Agenda Online.
- 4.5 Agenda Online is entitled to request security from the Contracting Partner upon or after the conclusion of the Contract in the form of a bank guarantee or otherwise to ensure that the Contracting Partner will comply with its payment and any other obligations.
- 4.6 The Contract is not transferable and commences on the first day of delivery of the Service, or on any other date agreed specifically.
- 4.7 If the Contracting Partner wishes to change the Contract or its access code, it may submit a written request unless this can be arranged via the internet instead. If the request is granted by Agenda Online, the change will take effect on the date of the transmission of the confirmation to the Contracting Partner or on any date to be notified by Agenda Online.

Article 5 - Information duties of Agenda Online

- 5.1. Agenda Online shall ensure that the General Terms and Conditions will be made available in electronic format or otherwise to the Contracting Partner before or upon conclusion of the Contract. The Contracting Partner shall be responsible for saving and printing the General Terms and Conditions and the Contract as desired by means of facilities made available for this purpose on the website and for the accessibility of the saved copy.
- 5.2. Without prejudice to any legal obligations incumbent on Agenda Online to store the Contract and/or the General Terms and Conditions, Agenda Online is not obliged to keep any archived copy of the Contract and/or the General Terms and Conditions accessible for the Contracting Partner.
- 5.3. If Agenda Online adheres to a code of conduct, this fact shall be stated expressly on the Website, and Agenda Online shall state how this code of conduct can be consulted, either by hyperlink or otherwise. The commitments of Agenda Online stated in the code of conduct shall not be binding to the extent that they go beyond the obligations undertaken in the Contract.
- 5.4. If the Contract was concluded exclusively by an exchange of electronic mail or similar form of individual communication, the provision stipulated in Articles 5.1 and 5.3, sentence 1, shall not apply.
- 5.5. On its Website, Agenda Online makes especially the following information available:
 - a. its name, address and registration with the Chamber of Commerce;
 - b. the most important features of the Product and/or Service;
 - c. the price including all taxes;
 - d. the manner of delivery and payment;
 - e. any costs of delivery;
 - f. the address where the Contracting Partner may serve a statement of claim, which is for such purposes the address stated in point a.), unless otherwise provided on the Website of Agenda Online.
- 5.6. Agenda Online expressly draws attention to the fact that Contracting Partners who are consumers have a right of dissolution or cancellation in the event that Agenda Online does not comply with the statutory information duties. For other Contracting Partners, this option is expressly excluded. Any potential specific right of dissolution and/or cancellation of a Contracting Partner, who is a consumer, by reason of a breach by Agenda Online must be exercised within 14 (fourteen) working days after the conclusion of the agreement, unless a different time-limit is stipulated by law.

Article 6 - Cooperation of the Contracting Partner

- 6.1 The Contracting Partner is obliged to provide all assistance, information and documents required to perform the Contract properly and in time to Agenda Online.
- 6.2 The Contracting Partner warrants the accuracy of the description of each order, request for an offer and all other information issued by the Contracting Partner and on the basis of which Agenda Online enters into and performs this Contract with the Contracting Partner.
- 6.3 The costs of any repeated performance of the Service (or parts thereof) due to the fact that information and/or materials were not provided or due to the provision of inaccurate and/or incomplete information and/or materials by the Contracting Partner will be charged separately to the Contracting Partner at the rates applicable at that time.

Article 7 - The Service

- 7.1 After the Contracting Partner has complied with all conditions as stated in these General Terms and Conditions and the Contract for admission to the Service, Agenda Online will provide Access to the Service to the Contracting Partner
- 7.2 Agenda Online is entitled to temporarily or permanently block access to the Service (or parts thereof) and/or to its system (or parts thereof) and/or to interfaces and/or limit the use thereof and/or take other measures to the extent that it is required due to force majeure or temporary technical maintenance works. The Contracting Partner shall be informed thereof as speedily as possible. Agenda Online is committed to ensure that any inconvenience to the Contracting Partner, but also to all Contracting Partners in general, is kept as low as possible.
- 7.3 Agenda Online is committed to operate the Service with a minimum of interferences and/or disruptions. However, Agenda Online does not guarantee undisturbed or uninterrupted operation of the Service. If a failure or disruption occurs, Agenda Online shall remedy such failure or disruption as quickly as possible, causing as little inconvenience as possible for all Contracting Partners.
- 7.4 If the Service has been interrupted for one working day (minimum eight hours between 06:00 and 22:00) or severely disrupted due to circumstances that are in no way attributable to the Contracting Partner, Agenda Online shall reimburse upon request a pro rata share of the remuneration for the Service paid by the Contracting Partner to the Contracting Partner.
- 7.5 Agenda Online is entitled to perform procedural and technical changes and/or improvements to the Service and/or the access code if this appears to be necessary or provides an improvement of the Service. Agenda Online shall inform the Contracting Partner of such changes in good time if the accessibility of the Internet and/or connected networks to the Contracting Partner will be adversely affected by such works.

- 7.6 Agenda Online is entitled to block access to the homepage and/or the email account of the Contracting Partner or to take other measures affecting the Contracting Partner, its homepage or its email account if this is necessary to prevent abuse, to protect the Contracting Partner and its (personal) data, to prevent (continued) unlawful use of the Service or upon direction of a duly authorised public administrative body. Agenda Online shall inform the Contracting Partner in time about such measures.
- 7.7 Agenda Online is authorised to change the access code. It shall inform the Contracting Partner of any change in time and notify the changed access code to the Contracting Partner.
- 7.8 Agenda Online is entitled to change the provided email address when necessary, and in any event if this is necessary for the continuation of the Service. Agenda Online shall inform the Contracting Partner of the change in time, however, not later than 30 days before the change takes effect. Furthermore, it will ensure that email messages sent to the old email address will still be forwarded to new address for a minimum period of one year.
- 7.9 Agenda Online shall not be held liable for any damage or costs incurred by the Contracting Partner as a result of any measure described in this Article. These measures shall have no impact on the payment obligations of the Contracting Partner.
- 7.10 The Contracting Partner shall have access to the Service desk of Agenda Online. The employees of the Service Desk are not authorised to conclude binding agreements on behalf of Agenda Online. Agreements shall be binding on Agenda Online only if confirmed in writing to the Contracting Partner.

Article 8 - Use of the Services and Products

- 8.1 The Contracting Partner shall comply with all obligations, instructions and restrictions vis-à-vis Agenda Online as defined in these General Terms and Conditions, the Contract or otherwise communicated by Agenda Online (on its Website, by means of written communication or otherwise). This also includes instructions regarding logging in, logging out, compliance with the permitted amount of data traffic via the homepage of the Contracting Partner, cleaning-up data and information, etc.
- 8.2 The Contracting Partner is obliged to act in accordance with applicable laws and regulations and act in accordance with the behaviour that can be expected of a responsible and diligent Contracting Partner. In making use of the Service, the Contracting Partner shall seek to prevent as far as possible that the interests of Agenda Online are harmed in any way.

- 8.3 The Contracting Partner shall not use the Service or any Product or permit the Service or any Product to be used — irrespective of the manner — for the purpose of performing and/or facilitating unlawful acts, criminal acts and/or for acts that are in breach of netiquette (as published from time to time on <http://www.nlip.nl/nl/netiquette>, failing which in the version published elsewhere on the Internet by: NLIP, professional association of Dutch Internet Providers, P.O. Box 90407, 2509 LK Den Haag). The following acts shall in any event be deemed to be prohibited: breach of intellectual property rights of third parties, theft; the unlawful and/or criminal dissemination of secret or confidential information; the unlawful or criminal dissemination of texts and/or visual or sound material, including racist statements, child pornography, criminal data traffic, insulting comments and so-called "mail bombs"; computer intrusions ("hacking") via the Service and/or by using any Product or the internet and acts in preparation thereof (such as "port scanning"); destroying, damaging or disabling systems or automated works and software of third parties; spreading viruses or otherwise deliberately disrupting communication or data transmission; obtaining access to the internet or to other networks by using false keys, false codes, false identities; obtaining access to (parts of) the internet or networks when it is clear that the Contracting Partner or the user of the Service is not entitled to such access; sending "spam" emails (unsolicited emails in large quantities). Placing unethical content on the homepage or related sites used by the Contracting Partner or on the disk of the server that violates public policy (including in any event: pornographic, racially discriminating, blasphemous or hate-inciting texts and/or illustrations) is prohibited.
- 8.4 The Contracting Partner is not permitted to initiate or continue processes of which it can be reasonably assumed that they may unfairly impede other users of the internet or unfairly impair other use of the Service.
- 8.5 Without express written permission of Agenda Online, the Contracting Partner shall not be permitted to connect in any way a network (or parts thereof) or other users, irrespective of whether they form part of its organisation, to the Service.
- 8.6 The Contracting Partner is responsible for the use of the Service, even if the Service is being used by another person, unless the Contracting Partner indicates that the use by the other person was unlawful and if the Contracting Partner cannot be blamed in any way for such use or for providing the means to make such use. The Contracting Partner is responsible for any use of its access code and email address. Moreover, the Contracting Partner shall be responsible for all content and all information on its homepage, web pages and on its server(space).
- 8.7 The Contracting Partner is not permitted to rent or sell the Service or make it otherwise available to third parties. However, it is permitted to make the Service occasionally and for short periods available to third persons free of charge.

- 8.8 The Contracting Partner shall ensure and is responsible for the required hardware and (installation of) software and peripherals and for their functioning in order to be able to communicate with the Agenda Online network.
- 8.9 For the duration of the Contract, a non-exclusive, non-transferable licence to use the software for the Service and/or the Product is granted to the Contracting Partner. The Contracting Partner agrees with the licence conditions applicable to the use of the software and the related product specifications that Agenda Online will make available prior to the conclusion of a Contract. If the Contracting Partner does not concur with the licence conditions, it shall inform Agenda Online in writing accordingly without undue delay, deinstall the software and return the software including accessories to Agenda Online. Any (partial) impossibility to use the Service and/or the Product as a result thereof shall be entirely at the risk and expense of the Contracting Partner.
- 8.10 The Contracting Partner shall refrain from multiplying and/or publishing the Software in any way other than necessary for the standard usage of the Service and/or the Product.
- 8.11 The Contracting Partner shall refrain from making any alterations or additions to or from removing (parts of) the Software and/or any (intellectual property right) designations. The same applies to communications to the effect that certain information is of a confidential nature.
- 8.12 Unless other agreed in writing, the Contracting Partner is not permitted to allow third parties to use the Software. Furthermore, it is not permitted to disable or circumvent security features or technical use restrictions of the Software. A Contracting Partner who is at the same time a consumer is entitled to create one back-up copy of the software made available, provided that it is identical to the original copy and provided that it contains the same designations in regard to the holder of the intellectual property rights and communications about confidentiality as the original copy.
- 8.13 Except as permitted by law, the Contracting Partner is not permitted to decompile the software or parts thereof or to subject the Software to reverse engineering.
- 8.14 Agenda Online may take all necessary measures to prevent incurring liability for information that is saved or transmitted by using the Service. If the Contracting Partner acts in breach of this Article, with the exception of paragraph (8), or if there are clear indications that the Contracting Partner acts in breach of any of these provisions, Agenda Online is entitled to deny the Contracting Partner access to the Service, to discontinue the Service (in part), to close the email account and/or the website, to cancel the Contract without further notice or to terminate the Contract in any other manner in court or out of court to prevent the Service from being used in breach of these provisions. In any event, the Contracting Partner shall not be entitled to claim restitution of advance remuneration or payment for damage. These measures do not relieve the Contracting Partner of its (payment) obligations under this Contract.

Article 9 - Intellectual property rights

- 9.1 All intellectual property rights in all Services or Products (including the Software) including all modifications and/or extensions thereof are and remain the exclusive property of Agenda Online and/or its licensor(s).
- 9.2 The Contracting Partner is bound to notify Agenda Online immediately and in writing if any Product, Service or Software infringes one or more rights of third parties and will leave it entirely up to Agenda Online to pursue such matter in or out of court, and in doing so, the Contracting Partner shall provide any requested assistance or information to Agenda Online.
- 9.3 The Contracting Partner warrants that, if and insofar as it has provided materials or data to Agenda Online as part of the Contract, it is authorised to do so and that the materials and data provided do not infringe the rights of third parties.

Article 10 - Delivery and performance, delivery and performance schedule; time of delivery and performance

- 10.1 Any date or time of delivery or performance stated (orally or in writing) shall only serve as an approximate schedule and does not bind Agenda Online. In any case, the obligation to deliver or perform may be suspended as long as the Contracting Partner still has to meet any obligation vis-à-vis Agenda Online.
- 10.2 Any change or postponement of a delivery or performance date or time communicated orally or in writing, irrespective of the cause, shall under no circumstances entitle the Contracting Partner to compensation of any damage of whatever nature (direct, indirect or otherwise), to cancel the Contract or to withhold or suspend performance of any obligation incumbent on the Contracting Partner under the Contract, unless the change or postponement is caused intentionally or grossly negligently by Agenda Online.
- 10.3 The Contracting Partner is obliged to inspect the delivered Products immediately upon delivery for any defects and/or visible damage. The Contracting Partner is obliged to check Services — to the extent that they end by completion — immediately after completion for any deficiencies.
- 10.4 The Contracting Partner must state (or cause to be stated) any defects and/or damage and/or deficiencies as described in the preceding paragraph detected upon delivery on the delivery slip, invoice or transport documents, or, in the case of Services, the Contracting Partner must notify Agenda Online in writing within five working days if the Contracting Partner is not a consumer, and within two months after completion of the services if the Contracting Partner is a consumer, failing which the Contracting Partner shall be deemed to have approved the delivered or performed Product or Service. Any objections raised after this period shall not be taken into consideration by Agenda Online.
- 10.5 The Contracting Partner shall be in default if the Contracting Partner is late in accepting or fails to accept the Products. Any costs and/or damage incurred as a result of this omission or delay shall be borne entirely by the Contracting Partner; in the event of such delay or failure to accept the Products, the Products will be stored by Agenda Online also for the account and at the risk of Agenda Online.

Article 11 Passing of risk and retention of title

- 11.1 The Products delivered by Agenda Online to the Contracting Partner remain the property of Agenda Online as long as the Contracting Partner has not paid the agreed remuneration, interest and costs in regard to all delivered or to be delivered Products in full. Such costs also include claims of Agenda Online against the Contracting Partner for inadequate performance of any duty undertaken by the Contracting Partner under any Contract in regard to Products delivered or to be delivered.
- 11.2 If the Contracting Partner fails to meet any of its obligations under the Contract(s) concluded with Agenda Online or if Agenda Online has good reasons to suspect that the Contracting Partner will fail to meet its obligations under the Contract, Agenda Online is entitled to take back the Products delivered to the Contracting Partner. To this end, the Contracting Partner shall grant Agenda Online on first demand access to the business or premises where these Products are located. This right exists in particular — without limitation — if assets of the Contracting Partner have been seized, if the Contracting Partner has requested or has been granted suspension of payment, if an application to declare the Contracting Partner insolvent has been filed or granted at the request of a third party or of the Contracting Partner, or if the Contracting Partner has concluded a debt settlement with one or more of its creditors.
- 11.3 If third parties claim to have rights in regard to Products already delivered by Agenda Online to the Contracting Partner but not yet paid for, the Contracting Partner shall notify Agenda Online thereof within 24 hours after becoming aware of such claims. In this case, Agenda Online is entitled to take the Products concerned away (or to have to them taken away) from the Contracting Partner, to retrieve them and to store them elsewhere, without the supplier being obliged to compensate the Contracting Partner for any damage incurred as a result of taking away the Products (or of having them taken away) or retrieving them.
- 11.4 If the Contracting Partner is in default of fulfilling any obligation under the Contract or these General Terms and Conditions, the supplier is entitled to take back the Products at any time, irrespective of where they are located and without prejudice to the claim of Agenda Online to full compensation of damage by the Contracting Partner for failure to comply with its obligations.

Article 12 - Rates

- 12.1 Unless the Parties agree otherwise, the usual remunerations and prices charged by Agenda Online shall apply to Contracts and other business relations between Agenda Online and the Contracting Partner. Information regarding the applicable rates will be provided upon request to the Contracting Partner by Agenda Online.
- 12.2 If the Parties have agreed to provide a certain number of free hours of Service to the Contracting Partner, and if this number of hours is exceeded, Agenda Online will charge the additional hours to the Contracting Partner at the applicable hourly rate. In doing so, a part of an hour will be rounded up to the full quarter of an hour.
- 12.3 If the Contracting Partner does not fully use up the agreed number of hours of free usage in any given calendar month, the number of free hours not used will be forfeited upon expiry of the relevant calendar month. The Contracting Partner shall not be entitled to any compensation for the number of free hours not used.
- 12.4 If a Contract commences to run in the course of a calendar month, the fixed contract costs and the number of agreed hours of free use of the Service, as specified in the Contract, will be charged pro rata (proportional).
- 12.5 Agenda Online is entitled to increase its prices for all of its products and services on an annual basis in accordance with the Consumer Price Index (CPI) of the Dutch Central Bureau of Statistics (CBS). The Contracting Partner shall not be entitled to terminate the Contract due to a price increase in accordance with this index.
- 12.6 Agenda Online may also increase prices additionally. It shall inform the Contracting Partner accordingly no less than 30 days before the increase in pricing takes effect. Article 3 applies subject to the necessary modifications.
- 12.7 Unless expressly stated otherwise, all prices charged by Agenda Online are stated in EUR and are exclusive of VAT, import duties, other taxes, levies, charges and transport costs.
- 12.8 Unless expressly agreed otherwise, the remuneration payable by the Contracting Partner only covers the Service and/or Product provided by Agenda Online and thus does not cover any phone charges, charges for cable connections or other costs for connecting to the system of Agenda Online or for the transmission of information between the system of Agenda Online and the Contracting Partner.

Article 13 - Payment

- 13.1 Unless expressly agreed otherwise in writing, the amounts owed by the Contracting Partner to Agenda Online are to be paid by direct debit from the bank or current account of the Contracting Partner.
- 13.2 The Contracting Partner is obliged to authorise Agenda Online to carry out a direct debit order. The Contracting Partner is obliged to provide all correct and complete information required for this purpose to Agenda Online within 30 days after conclusion of the Contract or within 10 days after the first written request by Agenda Online. If the authorisation form is not received within the above mentioned time limit, Agenda Online will issue a final reminder notice to the Contracting Partner. If Agenda Online does not receive the required information from the Contracting Partner within five days after the final reminder notice, Agenda Online shall be entitled to disconnect the Contracting Partner and to keep the Contracting Partner disconnected until the Contracting Partner has complied with its obligations. Disconnection from the Service does not relieve the Contracting Partner from its (payment) obligations vis-à-vis Agenda Online.
- 13.3 If the Contracting Partner does not ensure timely payment (by means of a direct debit order), Agenda Online may set the Contracting Partner another time-limit of five days to make the payment. If no payment is received within this period, the Contracting Partner will be in default without further notice.
- 13.4 From the date of default, the Contracting Partner will be liable for interest at the rate of 2% per month (or part thereof) on any amount due to Agenda Online from the due date until the date of full payment. If the statutory (commercial) interest is (temporarily) higher than the interest contractually agreed, the statutory (commercial) interest rate shall be payable for that period.
- 13.5 If the Contracting Partner is in default in respect of the performance of one or more obligations under the Contract or under these General Terms and Conditions, then, without prejudice to the consequences envisaged by the law for such default, the Contracting Partner shall be liable for all reasonable extra-judicial costs to obtain satisfaction. These costs are fixed at 15% of the principal amount, with a minimum amount of EUR 200.00 (excluding VAT). Any higher costs incurred by Agenda Online also have to be compensated by the Contracting Partner.
- 13.6 Any payments made by the Contracting Partner shall in the first place serve to cover any interest and (extra-judicial) costs owed and only thereafter for any outstanding, due invoices (oldest first).
- 13.7 In the absence of the prior written consent of Agenda Online, the Contracting Partner is not entitled to offset any amount due to Agenda Online with any disputed or undisputed debt owed by Agenda Online to the Contracting Partner.

- 13.8 Agenda Online is entitled to run a credit check on the Contracting Partner. Based on this check, Agenda Online may require security. In this case, the Contracting Partner is entitled to inspect the results of the credit check.
- 13.9 If facts and circumstances give rise to reasonable doubts that the Contracting Partner will not (be able to) comply with its payment obligations, Agenda Online is entitled to request security in the form of a bank guarantee or otherwise from the Contracting Partner at any time after conclusion of the Contract to ensure that the Contracting Partner will comply with its payment obligations and other obligations. The amount for which security can be demanded shall not be higher than the amount owed by the Contracting Partner to Agenda Online over a period of six months.
- 13.10 If the Contracting Partner does not comply with the request to provide financial security, Agenda Online is entitled to disconnect the Contracting Partner without further notice from the Service for as long as the Contracting Partner fails to meet its obligations. Disconnection from the Service does not relieve the Contracting Partner of its (payment) obligations under this Contract.
- 13.11 Paragraphs (7), (8) and (9) of this Article shall not apply to a Contracting Partner who has concluded the Contract as a consumer and uses this service exclusively for this purpose.

Article 14 - Security and personal data

- 14.1 The (personal) data provided by the Contracting Partner to Agenda Online will be included in the client administration system of Agenda Online. These (personal) data will be exclusively used for performing the Contract and these General Terms and Conditions; including measures to improve the provision of services to the Contracting Partner, complaints processing and for administrative purposes. Also, the partner organisation of Agenda Online is entitled to have access to such personal data and to use it for commercial purposes. The Contracting Partner may inspect and have corrected its (personal) data collected by Agenda Online. The Contracting Partner is entitled to request Agenda Online to remove any relevant (personal) data of the Contracting Partner or to block them. Upon request, Agenda Online shall decide on this request within 4 (four) weeks, after weighing the relevant concerns of Agenda Online and the interest in the privacy of the data of the Contracting Partner; in the event that Agenda Online decides to block or delete the data, Agenda Online shall inform the Contracting Partner about the manner in which the use of the Products and/or Services by the Contracting Partner will be restricted or prevented by such measure.
- 14.2 Agenda Online undertakes to endeavour to secure the Service in such a manner that the personal data of the Contracting Partner will be protected as far as possible against loss or any form of unlawful processing.
- 14.3 If the Contracting Partner becomes aware or suspects that third parties have obtained unauthorised access to the Service, e.g. by using its access code, the Contracting Partner shall inform Agenda Online without undue delay, either by telephone (at the Service Desk) or in writing.
- 14.4 In the event of questions and/or comments regarding the processing of (personal) data by Agenda Online, the Contracting Partner may contact Agenda Online, for the attention of the Service Desk, in writing.

Article 15 - Liability

- 15.1 Unless Agenda Online acted intentionally or with gross negligence vis-à-vis the Contracting Partner, Agenda Online shall not be liable under or in connection with the conclusion and/or performance of the Agreement for any damage incurred except as provided for in the following paragraphs of this Article. Agenda Online shall not be liable for any damage whatsoever, and irrespective of the actual grounds, resulting from or in connection with the failure to comply, or failure to comply in time or properly, with any obligation under this Contract and/or these General Terms and Conditions, unless the relevant damage is caused intentionally or grossly negligently by Agenda Online and/or its executive staff and except as provided for in the following paragraphs of this Article. In particular, Agenda Online will not be liable for damage relating to or in connection with disruptions or blocked access to the Service or the internet via Agenda Online or third parties, defects in securing the information saved by the Contracting Partner by making use of the Services of Agenda Online, the acts of other Contracting Partners or internet users, changes in carrier access codes, registration or log-in procedures, accounts and email addresses.
- 15.2 Unless Agenda Online acted intentionally or with gross negligence vis-à-vis the Contracting Partner, Agenda Online shall only be liable only for direct damage (as described below) which the Contracting Partner suffers as a result of a breach attributable to Agenda Online for an amount equivalent to the remuneration paid by the Contracting Partner to Agenda Online for a period of 3 (three) months prior to the event giving rise to the liability, limited, however, to a maximum amount of EUR 5,000.00 (five thousand euros).
- 15.3 Direct damage shall be understood to include only: a. material damage to property; b. reasonable costs incurred to prevent or limit direct damage than can be expected to result from the event giving rise to liability; c. reasonable costs incurred to determine the cause of damage, liability, direct damage and the manner of remedy.
- 15.4 Save in cases where Agenda Online acted intentionally or with gross negligence vis-à-vis the Contracting Partner, the total liability of Agenda Online for damage resulting from death or personal injury shall in no case exceed EUR 450,000,-- (four hundred and fifty thousand euros) per event, in which case a series of events shall be regarded as a single event.

- 15.5 Save in cases where Agenda Online acted intentionally or with gross negligence vis-à-vis the Contracting Partner, any liability of Agenda Online for consequential damages or any damages other than direct damages is excluded. Consequential damage in this regard is understood to include without limitation: loss of profits, loss of savings, losses, costs incurred to prevent or assess consequential damage as well as loss, confusion or damage of (electronic) data and/or damage caused by delays in the transmission of data.
- 15.6 Agenda Online shall only be liable for an attributable failure to comply with the terms of the Agreement if the Contracting Partner promptly and properly issues a written notice of default, giving Agenda Online a reasonable time-limit to still comply with its obligations and provided Agenda Online remains in default of its obligations even after expiry of the time-limit. The notice of default must contain a detailed description of the failure to comply to enable Agenda Online to respond adequately.
- 15.7 The Contracting Partner shall be liable to Agenda Online for all damage and costs arising from or in connection with any (attributable) failure to comply and/or wrongful act of the Contracting Partner. This head of damage also includes damage caused by destruction, loss, theft or damage to the Facilities as well as damage caused by harming the reputation of Agenda Online or of any of its employees.
- 15.8 The Contracting Partner shall indemnify Agenda Online, and Agenda Online shall not be liable for the information or content, as the case may be, made available by the Contracting Partner by means of the Service. The Contracting Partner shall indemnify against claims of third parties in this regard.
- 15.9 The Contracting Partner shall hold Agenda Online harmless against all claims of third parties relating to damage (direct, indirect or otherwise, hence including damage relating to product liability), irrespective of the cause of damage, on the part of the third party(/ies) suffered as a result or in connection with the Contract and the Products and/or Services delivered under it.

- 15.10 The consequences of a breach of obligation committed by Agenda Online vis-à-vis third parties, caused by or due to the conduct of the Contracting Partner shall always be borne by and at the risk of the Contracting Partner.
- 15.11 Agenda Online is entitled to oblige a Contracting Partner who is not a consumer to fully remove products that it has put into circulation and which appear to be defective or where a defect threatens to materialise from the market within a reasonable time-limit to be determined by Agenda Online ("recall"). The costs in connection with such a recall action will be borne by Agenda Online.

Article 16 - Term and termination

- 16.1 Unless specifically agreed otherwise, a Contract is concluded for an indefinite period of time. A Contract shall become effective on the first day on which the subscription is requested.
- 16.2 A Contract for no consideration can be terminated by Agenda Online without further notice if no use is made of the Service for a period of one month.
- 16.3 Contracts concluded for an indefinite period may be terminated by either Party only in writing, and only by mail or fax, signed by (an) authorised person(s) and stating reasons; the termination shall take effect at the end of a calendar month, subject to a notice period of one month.
- 16.4 A Contract concluded for a fixed term (e.g. one year) can be terminated in writing by the Contracting Partner at the end of the Contract term subject to a notice period of one month, failing which, the Contract is automatically renewed for one year. If Agenda Online does not wish to extend the Contract, it will notify the Contracting Partner accordingly in writing. In this case, the Contract shall end upon expiry of the Contract Term, or within one month after notification.
- 16.5 Agenda Online is entitled to terminate the Contract with immediate effect (out of court) and/or to block access to the Service in whole or in part, temporarily or permanently, if the Contracting Partner is in breach of one or more of its obligations vis-à-vis Agenda Online or fails to comply properly or fully with an obligation and is also in default thereof.
- 16.6 An Online Les Agenda subscription is concluded for a period of 12 months. The notice period stipulated in Article 16.4 shall apply.

- 16.7 Agenda Online is entitled to terminate the Contract and any other agreement with the Contracting Partner without further notice and without any judicial intervention with immediate effect if the Contracting Partner has requested or has been granted suspension of payment, if the Contracting Partner files a request for insolvency or if a motion to declare the Contracting Partner insolvent has been requested or granted by third parties, if the assets of the Contracting Partner have been seized, if the Contracting Partner is placed under legal guardianship or under liquidation, if the Contracting Partner qualifies for a debt settlement or if an application of a debt settlement has been requested, if the Contracting Partner dies or, if the Contracting Partner is not a consumer, if the Contracting Partner ceases or transfers its business operations or a substantial part thereof.

Article 17 - Final provisions

- 17.1 No agreement entered into by employees of Agenda Online shall be binding on Agenda Online unless the agreement is confirmed in writing by the accordingly authorised representative(s) of Agenda Online.
- 17.2 The Contracting Partner is not entitled to assign any rights and obligations under these General Terms and Conditions or under the Contract to third parties without the prior consent of Agenda Online.
- 17.3 If any provision of these General Terms and Conditions or of the Contract is void or voidable, this will not affect the validity of the remaining provisions of the General Terms and Conditions or the Contract. The Parties undertake to replace (an) invalid provision(s) with (a) new provision that comes as close as legally permitted to the meaning of the original provision. If the Parties are not able to agree on a substitute provision, the court where the dispute is pending or competent for such dispute is authorised to replace the provision by a provision that comes as close as legally permitted to the meaning of the original provision.
- 17.4 The Contracting Partner is obliged to inform Agenda Online without delay in writing of any change of address, stating also the date on which the change of address takes effect. Communications of Agenda Online to the Contracting Partner may be validly sent to the address provided by the Contracting Partner to Agenda Online until a new address is communicated to Agenda Online in writing.
- 17.5 If a motion to commence insolvency proceedings or suspension of payment is filed, or if a final order declaring the Contracting Partner insolvent or regarding the suspension of payment or debt settlement is issued, the Contracting Partner shall immediately inform Agenda Online thereof in writing.
- 17.6 The relations between the Contracting Partner and Agenda Online are governed by Dutch law. All disputes between the Contracting Partner and Agenda Online under any Contract and/or these General Terms and Conditions or in connection therewith, shall be brought before the competent court in Amsterdam, or, if the Contracting Partner is a consumer, before the competent court at the place of residence of the Contracting Partner.

Thus concluded on Amersfoort, 4 January 2007

Amended on 6 April 2012, reviewed in regard to address and legal form.

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