



## General Terms and Conditions

### Onsist U.A.

#### Article 1. Definitions

- 1.1 In these General Terms and Conditions the following words have the following meanings, unless expressly stated otherwise or the context otherwise requires:
- a. Onsist:: the User of these General Terms and Conditions: Onsist U.A., registered at (2811 EM) Reeuwijk, Edisonstraat 23, registered with the Chamber of Commerce under "KvK" number 61488135;
  - b. Customer: the natural person acting in the performance of a profession or operation of a business, or the legal entity with whom Onsist concludes an Agreement
  - c. Agreement: the Agreement between Onsist and Customer;
  - d. Services: the Services provided to Customer by Onsist under the Agreement;
  - e. Website: the Website [www.onsist.com](http://www.onsist.com) that is operated by Onsist.

#### Article 2. General

- 2.1 These General Terms and Conditions apply to all Agreements between Customer and Onsist.
- 2.2 Any deviations from these General Terms and Conditions are valid only if accepted by Onsist in writing or by email.
- 2.3 Onsist expressly rejects the applicability of any general (purchase) conditions applied by Customer.
- 2.4 Onsist has the right to modify these General Terms and Conditions. Modifications also apply to any Agreements that have already been concluded. Modifications will be communicated in writing or by email. They will become effective 30 days after said notification or on any later date referred to in the notification. In case - as a result of modification - Customer's position would be negatively affected, Customer has the right to cancel the Agreements to which these modifications apply, effective on the date at which the new conditions become effective.
- 2.5 In case one or more provisions of these General Terms and Conditions should be void or declared invalid, the remaining provisions of these General Terms and Conditions shall remain in full force and effect. The void or invalid provisions will be replaced by Onsist, taking into account the purport and intention of the original provision(s) to the extent as possible.
- 2.6 For the interpretation of the content and purport of these General Terms and Conditions the Dutch text shall at all times prevail.
- 2.7 In case Onsist does not in all cases demand strict observance of these General Terms and Conditions, this does not imply that these General Terms and Conditions would not apply or that Onsist would forfeit the right to demand strict observance of these General Terms and Conditions in future, similar or other cases.

#### Article 3. Price quotations and offers

- 3.1 Any price quotations and offers of Onsist are entirely free of engagement.
- 3.2 Customer guarantees the accuracy and completeness of any demands and specifications of the performance that have been given to Onsist by or on behalf of Customer and other information on which Onsist bases its offer.
- 3.3 Apparent errors or mistakes on the website and in brochures, offers, email messages or publications of Onsist are not binding on Onsist.
- 3.4 Offers and rates do not automatically apply to future Agreements.
- 3.5 Anything that is provided by Onsist for the purpose of an offer will remain Onsist's inalienable property, and must be returned by Customer upon request without delay.

#### Article 4. Conclusion of Agreement

- 4.1. The Agreement is concluded at the moment at which Customer has completed the entire order process through the online customer system on the Website or after Onsist has added the Service to the account of Customer on the Website as per Customer's request.
- 4.2. After the Service has been added to the account, Onsist will send Customer a confirmation email. As long as Customer has not received said confirmation email, Customer may terminate



the Agreement free of charge. In case Customer has not received a confirmation email, Customer should contact Onsisit.

#### **Article 5. Duration and termination**

- 5.1. The Agreement is entered into for an indefinite period of time unless expressly agreed otherwise.
- 5.2. An Agreement that has been entered into for an indefinite period of time can at all times be terminated. Customer is obliged to observe a term of notice of one calendar month, unless expressly agreed otherwise.
- 5.3. In case the Agreement has been entered into for a specific period of time, Customer does not have the right to terminate the Agreement prematurely, unless expressly agreed otherwise. After expiry of its duration the Agreement entered into for a specific period of time will each time be automatically and tacitly renewed by the time for which the Agreement had been entered into, unless the Agreement is terminated. The Agreement entered into for a specific period of time may be terminated at the end of its duration, subject to a term of notice of 1 calendar month.
- 5.4. Termination must take place in writing or by email. Customer also has the possibility to terminate the Agreement through his account or the Website.

#### **Article 6. Performance of the Agreement**

- 6.1. Onsisit will perform the Agreement to the best of its ability, exercising due care as a professional. Onsisit does not guarantee that its Services will produce the desired result. The obligation agreed is an obligation of effort; not an obligation to produce results. The remuneration paid to Onsisit does not depend on the results.
- 6.2. Onsisit expressly does not guarantee that the result of purchase of the Service will be that all content on the internet and/or all (online) activity that infringes on the (intellectual property) rights of Customer and/or that may harm the (online) reputation of Customer is traced and/or removed. Onsisit cannot guarantee that its search engines will trace all illegal copies of the content of Customer on the Internet.
- 6.3. During performance of the Agreement Onsisit has the right to engage third parties, source goods from third parties, purchase services from third parties and order third parties to perform the entire Agreement or part thereof without notification of Customer.
- 6.4. Onsisit will never be obliged to perform its Services if they would violate its professionalism, any rights of third parties, any legal obligations or generally accepted standards of behaviour.
- 6.5. Onsisit reserves the right to change and complement Services at all times due to the technical evolution of Services.

#### **Article 7. Time of performance**

- 7.1. In case a time for performance of Services has been agreed between Onsisit and Customer said time will be approximate. Onsisit does not offer any guarantees with respect to the time of performance agreed, and late performance does not result in any rights of Customer to damages, to terminate the Agreement or suspend any obligation towards Onsisit.

#### **Article 8. Obligations of Customer**

- 8.1. Customer is obliged to provide correct, accurate, up-to-date and full information requested from Customer during conclusion of the Agreement.
- 8.2. Customer ensures that any information that is declared by Onsisit to be necessary - or that Customer should reasonably understand to be necessary - for the performance of the Agreement is made available to Onsisit in a timely manner and in accordance the specifications given by Onsisit.
- 8.3. In case the information supplied by Customer is incomplete and/or incorrect, this shall be entirely for the account and at the risk of Customer.
- 8.4. Customer is obliged to immediately inform Onsisit of any facts and circumstances that may be relevant in connection with performance of the Agreement.
- 8.5. Customer is responsible for the use of the user name and password of Customer's account on the website. Onsisit cannot be made liable in case any unauthorized third parties use Customer's user name and password. In such a case Customer is required to inform Onsisit of this immediately.

**Article 9. Fair use**

- 9.1. It is not permitted to use the website in a way that may interfere with other users of the website or that may in any other way affect the proper performance of the website or the software of Onsis. Further it is not permitted to use restricted sections of the website by circumventing security measures or by the use of other than the own, personal log in information.
- 9.2. In case of violation of the conditions for use of the website on the part of Customer, Onsis has the right to block Customer's access to its account on the website without further notice of default, without prejudice to any other rights of Onsis. Customer will be informed of this by email.

**Article 10. Transfer**

- 10.1. An Agreement is individual and bound to one (legal) person. Customer is not authorized to transfer any rights and obligations resulting from an Agreement to any third parties without the prior, express and written approval of Onsis.
- 10.2. The account on the website may not be transferred to or shared with any third parties.

**Article 11. Prices and changes in prices**

- 11.1. The prices and rates of Services stated in offers, on the website of Onsis or elsewhere are expressed exclusive of VAT (Dutch: BTW).
- 11.2. Onsis can at all times change the rates that apply to the Services. In case the change is a price increase, Onsis will inform Customer of this at least 14 days in advance by email. In that case Customer has the right to terminate the Agreement concerned free of charge, in writing or by email, effective on the date at which the increase becomes effective.
- 11.3. Onsis has the right to increase the fixed price agreed, in case, during the performance of the Agreement, it appears that, on conclusion of the Agreement, the originally agreed or expected volume of work was underestimated to such an extent - and that this cannot be attributed to Onsis - that Onsis cannot be reasonably expected to perform the Services agreed at the price that was originally agreed. Customer will be informed of such a price increase in writing or by email.
- 11.4. In case Services are performed by Onsis as per order of Customer, and said Services are not part of the Agreement which Customer has entered with Onsis, the costs of said extra Services shall be charged to Customer separately. To the extent as possible Customer will be informed of the amount of these costs in advance.

**Article 12. Trial period**

- 12.1. Customer can use the trial period that is offered by Onsis. The trial period has a duration of 7 days. During the trial period Customer can use the Service free of charge and free of engagement.
- 12.2. Customer can use the trial period once.
- 12.3. During the trial period Onsis has the right to suspend performance of the Service or to change the Service. During the trial period Onsis does not provide any warranty.
- 12.4. Customer is not allowed during the trial period to use a service of a third party that is identical with or similar to the Service offered by Onsis.

**Article 13. Invoicing and payment**

- 13.1. Invoicing takes place from that point in time at which the Service has been added to the account of Customer on the website.
- 13.2. Invoicing takes place in advance, per month or per quarter.
- 13.3. In case invoicing takes place per month, Customer is required to settle the invoices received from Onsis within 7 business days of invoice date.
- 13.4. In case invoicing takes place per quarter, Customer is required to settle the invoices received from Onsis within 14 days of invoice date.
- 13.5. Payment must take place without deduction and set-off.
- 13.6. In case of non-observance of the term of payment Customer shall be in default immediately, and Customer shall be obliged to pay legal, commercial interest from the time at which the amount due has become payable until the time of payment. In addition to that any costs of

- collection, both judicial and extrajudicial costs of collection, shall be borne by Customer. The extrajudicial costs of collection are 15% of the principal amount with a minimum of € 100,-.
- 13.7. In case of liquidation, bankruptcy, attachment or suspension of payment on the part of Customer the claims of Onsist on Customer shall become immediately due and payable.
  - 13.8. Any payments made by Customer shall first be applied to any interest due, and then to any costs due on account of collection. Only after these costs have been settled shall any payments by Customer be applied to the outstanding, principal amount.
  - 13.9. Onsist may retain possession of the goods, information, documents and data files received or produced as part of the Agreement, in spite of an existing obligation to surrender same, until Customer has settled any amounts it owes to Onsist.

#### **Article 14. Change of billing address or relocation**

- 14.1. In case of relocation of Customer or in case the billing address of Customer is changed, Customer is required to inform Onsist of its new permanent, temporary, business or billing address in advance and at the earliest date possible, in writing, by email or through its account.

#### **Article 15. Liability and limitation**

- 15.1. Onsist cannot be obliged to compensate any damage directly or indirectly caused by:
  - a. an event beyond the actual control of Onsist, which therefore cannot be attributed to its acts and/or omissions, such as described in article 17 of these General Terms and Conditions;
  - b. any acts or omissions on the part of Customer, its subordinates or other persons engaged by or on behalf of Customer to perform work.
- 15.2. Onsist is not liable for any damage of whatever kind that is caused because Onsist has acted on the basis of incorrect and/or incomplete information provided by Customer.
- 15.3. Onsist does not guarantee that the website will perform without malfunctions or will be accessible at all times. Customer acknowledges that access to the website may be interrupted as a result of various reasons. Onsist is not liable for damage resulting from the temporary unavailability of its website.
- 15.4. Onsist makes every effort to secure its systems and website against unauthorized use and loss of any data entered. It is impossible to fully prevent any unauthorized use and any unwanted loss of information. Onsist does not accept any liability in case, in spite of the measures taken, entered data are affected, lost or used by unauthorized persons.
- 15.5. Onsist can never be made liable for any damage caused to Customer because any third parties infringe on the (intellectual property) rights of Customer, or because third parties damage the (online) reputation of Customer.
- 15.6. Onsist is not liable for distortion or loss of data due to transfer of data by means of telecommunication facilities.
- 15.7. Onsist cannot be made liable by Customer in case the results produced by the Services performed by Onsist do not meet Customer's expectations.
- 15.8. Any liability on the part of Onsist for indirect damage, including consequential damage, loss of turnover, loss of savings, damage due to business interruptions, delay, damage to reputation, any penalties imposed, is excluded.
- 15.9. In case Onsist would be liable for any damage, the liability of Onsist shall be limited to the amount of the payment made by the insurer of Onsist. In case the insurer does not pay in any given case or the damage is not covered by the insurance, the liability of Onsist shall be limited to the invoice amount, i.e. that part of the invoice amount to which the liability applies. In case the liability applies to a continuing performance agreement, the liability shall be limited to the amount which Customer is required to pay to Onsist for Services during 1 month.
- 15.10. Any claims and other powers of Customer for whatever reason against Onsist will in any case expire 1 year from that point in time at which a circumstance occurs on account of which Customer may exercise these rights and/or powers against Onsist.
- 15.11. In case Customer does not, not in a timely manner or not duly comply with its contractual obligations or its obligations resulting from the law, or commits any torts against Onsist, Customer shall be obliged to compensate any and all damage caused to Onsist as a result of that.

#### **Article 16. Complaints**

- 16.1. Any complaints about the performance of the Agreement by Onsis must be communicated to Onsis by Customer directly, and in any case within 8 days after the day at which the complaint was first caused. The notice of default must contain a description of the defect that is as detailed as possible, in order to enable Onsis to adequately respond. Complaints that are submitted too late will not be looked into.
- 16.2. Submitting a complaint does not suspend the payment obligations of Customer.
- 16.3. If Onsis looks into a complaint that does not imply that Onsis would acknowledge that the performance of the Agreement has been defective.
- 16.4. After having submitted a complaint Customer must give Onsis the opportunity to verify the grounds of the complaint and, if necessary, to subsequently comply with its obligations.
- 16.5. In case subsequent performance of the Agreement is no longer possible or useful Onsis will be liable only within the scope of article 15 of these General Terms and Conditions.

#### **Article 17. Force Majeure**

- 17.1. Onsis is not obliged to fulfil any obligations in case it is prevented to do so due to Force Majeure.
- 17.2. Force Majeure shall include: malfunctions of connections of and to the internet, virus infection or computer intrusions by third parties, disruption in supply of energy or materials, weather conditions, natural catastrophes, strike, theft, sickness of the natural person who performs the Agreement on behalf of Onsis, and measures taken by the authorities. Force Majeure shall also be understood to include any incident or circumstance due to which performance by Onsis would become so arduous and/or expensive compared to the circumstances at the time at which the Agreement was concluded, that in the opinion of Onsis performance cannot be reasonably expected.
- 17.3. In case Force Majeure is temporary, Onsis reserves the right to suspend performance of the Agreement until the circumstance that constitutes Force Majeure is no longer present.
- 17.4. Onsis reserves the right to demand payment for any Services performed during performance of the Agreements concerned before Force Majeure occurred.

#### **Article 18. Suspension and termination**

- 18.1. Onsis has the right to suspend performance of the Agreement or to terminate the Agreement prematurely without observance of a term of notice, by means of a written or electronic statement, in case:
  - a. Customer has been granted suspension of payment, provisionally or otherwise, or is declared bankrupt;
  - b. Customer proceeds to liquidation of its company;
  - c. Customer does not comply with any legal obligation or any (payment) obligation that results from the Agreement or these General Terms and Conditions.
- 18.2. Onsis further has the right to terminate the Agreement in case of circumstances that are such that performance of the Agreement is impossible or cannot be expected on grounds of reasonableness and fairness, or in case of other circumstances which are such that it cannot reasonably be expected that the Agreement be maintained without modification.
- 18.3. Onsis cannot be made liable for any damage which may be caused to Customer due to said suspension or termination.
- 18.4. In those cases, as referred to in article 18.1 Onsis has the right to demand immediate payment of the entire fee which Customer is obliged to pay to Onsis.
- 18.5. Customer is obliged to immediately in form Onsis in case a circumstance in the sense of article 18.1 under a. or b. occurs.
- 18.6. Onsis always reserves the right to demand damages from Customer.

#### **Article 19. Confidentiality**

- 19.1 Both parties are obliged to keep secret any confidential information which they have obtained from each other or other sources under their Agreement. Information is considered confidential if declared confidential by the other party or if this results from the nature of the information. The party receiving confidential information shall use this information only for the purpose for which it has been provided.
- 19.2 If, on the basis of a legal provision or judgment by a court of law, Onsis is obliged to disclose confidential information to third parties specified by law or a competent court of law, and Onsis



cannot invoke a legal privilege or a privilege that is acknowledged or granted by law or a competent court of law, Onsisist is not liable for damages or any compensation, and Customer does not have the right to terminate the Agreement on account of any damage caused by this.

**Article 20. Intellectual and industrial property**

- 20.1. By the provision of Services, by making available the website and such no copyrights in the sense of the Copyright Act (Dutch "Auteurswet") are transferred. Any intellectual property rights in the Services, website and such are vested exclusively in Onsisist or its licensor(s).
- 20.2. The intellectual property rights in any documents (reports, advice and such) produced during the Services shall be vested in Onsisist. These rights will be vested in Onsisist for as long as no further, written agreement is entered between Onsisist and Customer with respect to the transfer of intellectual property rights. Customer is allowed to use these documents only for the purpose for which they were produced.
- 20.3. Documents provided, such as reports and advice, may be used within the organization of Customer only and may not be reproduced or published by Customer.
- 20.4. Customer undertakes not to infringe in any way on the intellectual property rights of Onsisist.
- 20.5. In case of violation of the intellectual property rights of Onsisist on the part of Customer, Onsisist has the right to terminate the Agreement taking effect immediately, without any ensuing rights for Customer to any form of compensation, and all damage caused to Onsisist on account of that shall be charged to Customer.
- 20.6. Onsisist has the right to insert the name and/or the logo of Customer in its website as a Customer of Onsisist.
- 20.7. Customer indemnifies Onsisist from and against any claims of third parties with respect to intellectual property rights in materials or information provided by Customer which are used during performance of the Agreement.

**Article 21. Applicable law and competent court**

- 21.1. Any Agreements are governed by Dutch law exclusively, also in case an obligation or part thereof is performed abroad or in case the party that is involved in the legal transaction has its place of business abroad.
- 21.2. Any disputes with respect to Agreements between Customer and Onsisist shall be submitted to the jurisdiction of the competent court of law in the district in which Onsisist has its registered place of business.