

Martin van Schouten Archive

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In this represented by Mr. M. van Schouten LLM PDE MRE , after here to name: User

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Article 1 – Definitions

In these general terms and conditions, the following terms shall be used, unless expressly and explicitly stated otherwise:

User : The User of the general terms and conditions, as in the introductory wording of these general terms and Page 1 mentioned, in this case "Martin van Schouten Archive".

Client : The other party of User.

Payer : The party that paid to the User, usually, but not by definition, the Client.

Recipient : The person, company or institution to whom the product and/or service is supplied by User, or to whom the product and or service is delivered being the by a User appointed person, company or institution

Ambassador : The person, company or institution who delivers a possibility for a new agreement with User, not yet agreed for by User, which leads towards additional unexpected sales for User. In This capacity there is also a mention of MGM (member-get-member).

This concerns situations where User does not yet have a new contract concerning the delivered lead. The Client has not already entered into a pre-contractual negotiation or relationship with User. In this capacity there may be an applicability of MGM (Member-get-Member).

Visitor : Visitor to the User's website.

Third Party : The person or entity who in advance isn't in any current (legal) relationship with the User, nor on any other moment is or was, but is involved in a doing, not-doing and/or not doing without mistakes of User.

MGM : Member-Get-member
The system by which a person, company or institution makes a notification (Ambassador) of a potential new unexpected assignment from another potential Client. This notification is made to the User.

Sponsor : The one who does a payment to User without expecting any consideration other than User naming and speaking positively about the Sponsor. The payment is being done because of the fact the Sponsor favors the work of User.

Day : Calendar Day

Reflection period : The period within which the Client can make use of his right of withdrawal.

Distance Contract : An agreement which arises by means of a by User developed (or by a for User developed fulfilling his wishes) whether or not digital application with the objective of an agreement at distance by selling (at distance) of products and/or services at a distance.

Right to Withdraw : The right of the Client to refrain from a distance purchase.

Withdrawal form : The form that should be used by the Client in addition to the notification of withdrawal in the case of a distance purchase.

GTC : This General Terms and Conditions

CB : Gift voucher
In case of a gift certificate, the Client/Payer gets a gift certificate in exchange for payment to User. The Client/Payer shall be granted a right to exercise a product and/or service which is conducted by User and at the value indicated on the gift voucher. The person, company or institution who delivers the CB back to User, is considered to be the Recipient.

Article 2 – General and Applicability of terms and conditions

1. This GTC applies to any manifestation, offer, quotation and agreement or otherwise involving User, such as (but not limited to):
 - User and Client and/or
 - User and Payer and/or
 - User and Recipient and/or
 - User and Ambassador and/or
 - User and Sponsor and/or
 - User and Visitor and/or
 - User and Third Party
2. In relation to the situation described in article 2 (1), it is irrelevant whether parties are in one or more legal relationships and/or agreements; This GTC will remain fully applicable.
3. The applicability of this GTC will not apply only when expressly agreed, dated and written and signed by both parties that the GTC will not apply.
4. The GTC – as follows from this GTC – applies to anyone who is in a current (possibly new) legal relationship with User or has stood in any at any time.
5. The person who satisfies the definition of article 2 (4) shall also be obliged to ensure that those other than referred to in article 2 (4), also as linked ones, as persons or identities, shall abide to this GTC if the relationship between the other (s) and the person who satisfies the definition of article 2 (4) hits the interest of User. The Parties referred to in article 2 (1) shall be obliged to report these GTC to such persons or entities. The person described in article 2 (4) shall hereby already accept the consequences of this responsibility.
6. The applicability of any purchase conditions or other (general or specific) conditions of the (potential) Client or Ambassador or Third Party – the latter in linked situations as defined in article 2 (5) – is expressly rejected.
Client or Ambassador, or Third Party in linked situations, hGTCe hereby explicitly agreed.
If the Client rules out the User's GTC in a similar way, then only the User's GTC will be valid, whatever may hGTCe been determined by others other than User.
7. If one or more of the provisions in this GTC are null and or void, the remaining provisions of this GTC will remain fully applicable.
User and Client will then enter into consultations in order to agree new provisions to replace the void and or annulled provisions which apply to the specific mutual agreement of which provisions hGTCe now been destroyed or may be null and void, taking into account, if and to the extent possible, the purpose and scope of the original provision (s).
User is of the opinion that it will seek a solution that is as reasonable as possible to both parties without compromising the interest of the User.
User will, where appropriate, also reconsider the GTC and adjust it if possible.
8. The possible User's code of conduct is complementary to this GTC.
9. In addition to art. 2 (6) shall if agreements with one or more Client(s) and/or Ambassador(s) and/or Third Party(s) are closed, regardless of the GTC of this Client(s), Ambassador(s) and/or Third Party(s), User is always successfully in invoking the inapplicability other than User's GTC if this is contrary to the GTC of User.
User will always be allowed, without further objections, to move to a judge of User's choice.
This article applies, inter alia, to agreements, liability, exclusions in the contract of the other party of the User, agreements and outsourcing to Third Party(s), Ambassador(s), Supplier(s), Sponsor(s) or Third Party(s) in general or with respect to User restrictive rulings of general and/or specific nature.
In the case of subcontracting to Third Party, as described in art. 2 (5) there will always be an action which is at risk and account of the Third Party and/or counterpart of User, irrespective of a one-off or ongoing contract between User and Third Party or between User and counterpart and/or Client.
There will always be a separate legal relationship between the Third Party, Client or Ambassador.
Nevertheless, Client shall transfer the duties to any Third Party if this is in the interest of User. Client is responsible for this, which allows the User to defend itself against a Third Party with success.
The legal relationship between the User and the Client and/or Ambassador reaches its border where the Third Party enters. These regulations are subject to article 2 (5).
10. Agreements between User on the one hand and Client on the other, are always laid down in the forms and/or agreements that may be specified by the User. This applies to both non-digital and digital variants.

11. The GTC of the Client and/or Ambassador and/or Third Party, are always immediately and automatically declared ineffective in the event that they are in contrast or are detrimental to the GTC of User.
The GTC of User always put – in case the GTC of User and the GTC of others are contradictory – in case of Agreements between the Client and/or Ambassador and/or Sponsor on the one hand and User on the other hand, the GTC of others than User in such case out of action.
The Client expressly waives the Client's own GTC as far as the User's GTC is affected.
A provision similar to that of the Client shall, where appropriate, resign In fGTCor of the provision of User.
12. The GTC which is applicable to a specific manifestation and/or specific contract, is that version which at the time of signing or entering an agreement by Client and/or Ambassador and/or Sponsor and/or linked Third Party on the one hand and User on the other hand, is current. For general expressions without a clear moment of agreement or contract, the most recent version applies.
To make this recognizable, User will strive to administer the GTC accompanied by date of entry of the relevant GTC. A newer version will take effect on the effective date indicated therein.
The latest version as well as the previous versions declared applicable on an earlier contract, can be requested at User. However, they will only be provided to directly involved persons and subject to User's rights as defined in article 39.
13. In general situations, as opposed to article 2 (12), the GTC may be altered "en bloc" for all contracts or legal relationships if it concerns a change that does not focus on specific one relationship and if it is intended for improving User's company management.
User does not need to show that it is an adjustment on more than one relationship.
After a change in the GTC, User can choose from the terms and conditions stated on the agreement, or from the GTC of the last version, if the provisions of the GTC in one of the two variants are more favorable to User. In this case the best conditions for User may be chosen on the specific contract and by User himself. User is not obliged to provide each one a new copy of the GTC. However, during the exercise of the company, User is obliged to always:
- Keep all copies in control
 - Make available the most recent copy of GTC through the website; An exception is there if the website is temporarily "out of the air".
 - Indicate clearly in the agreement with the Client that these GTC are applicable and to deliver these at the conclusion of the agreement to the Client.
 - On ongoing contracts to act with care to the other party of User, despite the freedom of choice of GTC by User if there are any newer versions if there is not a modification of the GTC on a specific contract, but of an "en bloc" adjustment ; There should be understanding for both parties. Nevertheless, User has the power of decision to do so.
- The Client and/or Ambassador hereby expressly agree at the moment of signing of the first contract and declares with the agreement(s) with the User that it is also fully aware of this, as well as the scope of this provision.
Article 39 applies to this whole article expressly , as also, of course, on this entire GTC.
14. Client, Ambassador, Sponsor or linked Third Party, already agrees by entering into the legal relationship with the adjustment option provided for in article 2 paragraph 13 which is at the service of the User.
15. If, whether or not on the basis of an underlying contract, a decision is taken with the Client to enable/hire another party, the actions and consequences will be considered as a separate independent agreement between the Client on the one hand and the Other party. This is only different if the User and the other party agree otherwise.
16. This GTC shall apply to all expressions of User and/or "distance contract" where User is involved on the one hand and Client and/or Ambassador and/or Sponsor and/or Third Party(s) on the other.
17. Before the "distance contract" is actually established, the GTC will be made available to the "Client".
If this is not reasonably possible, the "distance contract" is deemed to come into being only, if the User will indicate that the GTC is insightful at User's and is possibly downloadable.
The GTC will be sent by e-mail at the request of the "Client" (at least, potential Client) as soon as possible and free of charge.
18. In the event that one or more provisions of this GTC at any time will be wholly or partially annulled or be void, the agreement with User and this GTC will apply for the rest.
As soon as possible User may make new "en bloc" regulations for new cases, and adjust the GTC.
In the case of a possible current situation, a substitute clause will be determined by mutual agreement, which shall approach the scope of the old regulations as narrow as possible.

Article 3 – Task, setting & implementation of the Agreement

1. User will execute the agreement to the best of its own opinion and ability.
2. User shall, beside his obligation to carry out an effort to his knowledge, experience and background, not to held to actually achieve a certain result ; this is an effort of commitment.
User refers to the other provisions contained in this GTC, in particular article 4.
3. User will adhere to his best of knowledge and experience to a possible code of conduct that may be drawn up by the User.
4. If and to the extent that a proper execution of the agreement requires so, User has the right to letting certain activities be performed by one or more Third Party(s).
The other party of User agrees with this in advance implicitly.
This right can only be lifted if a hiring of a Third Party by User is preceded by a recognizable expression by the other party to User, of the problem that the other party has with the use of a Third Party.
This notification must be made in writing and the other party must ensure that the message reaches the User before the Third Party will be enabled by User.
A confirmation by the counterparty is not conclusive proof.
Only written confirmation by User that the message has arrived in time and that it has taken notice of this, forms conclusive proof.
In that case User is, if these conditions are met, held not to hire the Third Party.
User will deal with this in a reasonable manner and, of course, strives for a win-win situation for both parties.
5. The Client, Sponsor or Ambassador shall ensure that all data, of which the User indicates that they are necessary, or all data of which Client, Sponsor, Ambassador should reasonably understand that these are necessary for the execution of the agreement, will be provided promptly to User.
If the data required for the execution of the Agreement have not been provided to User on time, User shall have the right to suspend the execution of the Agreement and/or have the right to charge additional costs to Client, Sponsor, Ambassador resulting from the delay using tariffs known to the User.
6. If it is agreed that the agreement will be implemented in phases, User may suspend the execution of the components belonging to a subsequent phase until Client and/or Ambassador has approved in writing the results of the preceding stage and has paid all payments hitherto open or has otherwise met User's claims.
User without further detours is also allowed to determine the end of his task(s) at any time, whether or not in connection with the invocation of a specialized Third Party.
From the moment on a specialised Third Party is hired, Client, Sponsor or Ambassador shall enter in a new supplementary legal relationship with that Third Party pursuant to article 2 (9).
This new supplementary legal relationship will not influence the initial existing legal relationship between User and Client, Sponsor or Ambassador in any way with exception to the part hiring the Third Party ; rights and obligations shall remain applicable as agreed, except where a new agreement has been drawn up.
Activities undertaken with a Third Party (whether or not this Third Party is hired by User) shall be made at the Client's/Ambassador's own expense and risk. Neither User nor its employees and/or directors are liable for this.
On the Client or Ambassador or Sponsor, the obligation to pay for fee and costs to User of parts executed by User and/or hired Third Party, shall remain as far as a legal relationship between User on the one hand and Client and/or Sponsor and/or Ambassador exists.
Only a different written derogation from this rule may determine differently.
The provisions of article 2 (9) shall apply explicitly to this situation.
7. When User or User-enabled Third Party in the framework of the contract, are working at the location of the Client or Ambassador or a location designated by the Client or Ambassador, Client or Ambassador shall enable free of charge any facilities desired by User or User-enabled Third Party in reasonableness. This is only different when otherwise has been agreed upon. Client also bears full liability for all risks associated with this location.
8. User is never liable for the manner of organization and/or execution and/or content and/or result of the effort obligation.
User shall not be liable for any, non, non-complete, non-correct or otherwise execution by User, if this is put by the Client, Sponsor, Ambassador, Visitor or Third Party.
It is an effort obligation.
The provisions of article 4 of this GTC Apply.
9. A Third Party, Student, Client, Sponsor or Ambassador or otherwise, can never hold User liable with success outside the framework referred to in article 4 of this GTC.

The Client and/or Ambassador and/or (linked) Third Party or otherwise, agrees to the fact that this GTC applies to any agreement and/or expression of User, and that User will never be liable outside the scope of article 4.

If this happens, an automatic consequence will be that the liability of the Client and/or Ambassador, Sponsor, Visitor and/or Third Party or other, will always be a fivefold of the own claim, thus always providing a positive financial outcome for User.

After all, it is an effort obligation.

The User is at all times held not responsible by the Client, Sponsor, Visitor, Third Party(s), Ambassador or other, outside the framework of article 4 of this GTC, possibly even towards Third Party.

10. An offer done by User will be sufficiently accurately defined and/or pictured. It may concern products and/or services.
The aim is to create as little noise as possible between (potential) Client/Ambassador/Sponsor on the one hand and User on the other.
Nevertheless, all mentions, specifications, descriptions, illustrations or otherwise are indicative.
Nevertheless, clear errors or mistakes made by User (or by those working on behalf of or for him) are not binding.
11. If a Client acts on expressions by User as to which article 3 (10) last sentence shall be deemed applicable, no agreement will be assumed ; both User on the one hand and (potential) Client/Ambassador/Visitor/Sponsor on the other hand, are protected by this principle. There is no right to compensation for (potential) parties.
The Parties shall then be free to establish an agreement If desired after the omissions have been removed and adjusted.
12. An offer with a limited period of validity or under restrictive conditions shall be expressly indicated as such ; the offer will express the limiting duration or restrictive conditions.
13. As long as the offer is not accepted by "Client" and/or "Ambassador" and/or "Sponsor", the User can modify the offer or delete it without having to make any justification.
This is only different if a quotation has been issued with an ongoing acceptance period as described in that quotation.
A new/repairing quotation made by User will apply directly and replaces possible former quotations which will be put out of order when this is the intention of User.
14. Expressions on User's website (and on other forms of expression of User) are as good as reasonably expected included. The expressions try to help the (potential) Client/Ambassador/Visitor/Sponsor to assist in their decision-making. Nevertheless, User cannot guarantee that shapes, colors, quality, dimensions or otherwise correspond in detail to that of what is stated.
Statements by others than the User that want to give the impression that these statements are from the User are also not binding or detrimental to the User.
User can therefore not be successfully addressed in law.
User will nevertheless review the comments.
15. To maximize both the experience of User and of the (potential) Client/Ambassador/Sponsor/Visitor, User considers it important that the clarity is as optimal as possible as is known to User.
For example, User will seek to mention :
 - a) Whether there is an offer or whether the purchase has actually come into being.
 - b) Product Features
 - c) Specific actions, in particular the period of supply, the adjusted price of the offer as well as any other conditions
 - d) Price; It is clearly stated whether the product is supplied including or excluding:
 - Shipping costs
 - Vat
 - Discount
 - e) Any possible code of conduct that User has drawn up or codes of conduct of Organisation(s) of which he is a member.
 - f) How a possible Code of Conduct of User, can be consulted by (potential) Client/Ambassador/Sponsor.
 - g) Clarity regarding when and how the agreement is to be concluded
 - h) Payment method
 - i) Delivery method
 - j) Whether or not the right of withdrawal applies.
 - k) Limited period for which an offer is possible
 - l) Deviating costs
 - m) Commitment of the Agreement and access thereto, Autoresponder Information in it.
 - n) Inspection, Recording, Alteration, Deletion and Transfer of data
 - o) Period of validity of the product where applicable
 - p) Availability of any other languages

Article 4 – Effort obligation

1. User acts out of an effort obligation.
User's counterpart is clearly aware that the result that User provides is only a so-called "effort commitment".
This is applicable to services but for products as well, which will be offered as optimal as possible.
2. User is never liable for the manner of organization and/or execution and/or content and/or result of the Effort obligation.
User is not liable for any, non, non-whole, non-correct or otherwise execution by User, if this claimed by the Client, Sponsor, Ambassador, Visitor or Third Party or other.
The effort obligation applies to both own and actions on behalf of User, wrong actions and non-acts included.
The provisions of article 3 (8) of this GTC apply.
3. A Third Party, Student, Client, Sponsor or Ambassador, or otherwise, can never hold User liable with success outside the framework mentioned in article 4 of this GTC.
The Client or Ambassador, Sponsor, or (linked) Third Party, or other, agrees to the fact that this GTC applies to any agreement and/or expression of User, and that User will never be held liable with success outside the scope of article 4 of this GTC by Client and/or Ambassador, Sponsor, Visitor and/or Third Party or other.
If this happens, an automatic consequence will be that the liability of the Client and/or Ambassador, Sponsor, Visitor and/or Third Party, or other, will always be a fivefold of the claim against User, all of them to User's choice, thus always ensuring a positive financial outcome for User, to cover the cost of unjustified held liability of acting out of an effort obligation.
After all, it is an effort obligation.
The provisions of article 3 (9) shall apply .
The User will be held non-labile at all times by Client, Sponsor, Visitor, Third Party, Ambassador, outside the framework of article 4 of this GTC.
4. User's counterpart is clearly aware of the fact that User is dependent upon the delivered material and/or immaterial information and goods and/or the cooperation of Third Party(s) such as printers, carriers or otherwise. The completeness and correctness of this will also determine the result. User is in no way liable for failure to perform an agreement as required by User.
5. User is not liable for loss and/or damage of property or image or otherwise from counterparty or Third Party(s) linked to counterparty. User is, whether it delivers a service or a product, only held to make an effort obligation.
6. User is not liable for the correspondence that User performs on behalf of Client. The Client/other party of User remains solely responsible for this correspondence as if they were the correspondent.
7. User is not liable for User-manufactured Products and/or Services unless expressly agreed otherwise. User is not liable for products and/or services whatsoever manufactured by User on explicit command by or on behalf of Client.
8. All that is supplied by User as being products and/or services always remains the property of User unless otherwise expressly agreed in writing.
9. If User manufactures and/or supplies a product and/or service on instructions by the Client, the Client shall remain liable.
10. User shall not be liable for the unsaved or unsuccessful execution of an agreement between the Client and the User. This also applies if, during the organization itself, or resulting activities, it does not work out properly. The Client shall at all times be solely and wholly liable for this.
11. The payment of User by Client must be made in advance by a payment. This is only different if expressly agreed otherwise.
12. If a Third Party is involved in the activities of User, this GTC also applies to this Third Party. User may assume that the Client and/or Ambassador and/or Sponsor has made this GTC available to this Third Party or has pointed out that this is also applicable to this Third Party, when this arises from the nature of the situation.

Article 5 – Agreement; Emergence (incl. Webshop)

1. The agreement is concluded at the time of acceptance by "Client" and/or Ambassador and/or Sponsor of the offer including the associated elements.
2. If acceptance of the offer takes place digitally, User will attempt to inform "Client" as soon as soon as possible.
As long as the confirmation by User has not yet been confirmed, "Client" is given the opportunity to rescind the agreement. Hereto any expression of User that explicitly and/or implicitly implies that there is an agreement as a confirmation of this agreement..
3. User may ascertain the possibility of Visitor/Sponsor/Client to meet their payment obligations.
Should User come to the conclusion that Visitor/Client/Sponsor does not appear to be able to do so, User may refuse to accept the transaction, or under User-provided additional or other conditions, on condition that new conditions are met by Visitor/Client/Sponsor.
4. User will, to its own insights and sole opinion and ability, take measures to protect information a Visitor may leave on the website or on an application linked to User's website
This is an effort obligation.
Visitor is aware of the fact that User uses an e-mail service (Autoresponder) and agrees that User is using this to communicate with Visitor (not limiting User to this Autoresponder as the only way of communication).
User will take measures of organizational and digital nature to protect potentially sensitive data of Visitor, as far as User can provide given its circumstances. This will be visible for instance by User's SSL certificate.
In the case of payments by Visitor (then also Client), User will attempt to protect the information entered as far as the information entered on its own website is concerned.
When a payment is made via an external website (for example, an external bank or a payment provider), this external website is responsible for security. Of course, Visitors also have their own responsibility.
As regards Privacy and data protection, the provisions of this GTC shall apply in general and those of article 30 in particular.
5. User shall at the time of entering into a contract, or within a reasonable period know to User, to deliver the product and/or service to a Visitor/Client normally knowable manner, make available the following elements and/or information to inform Visitor/Client:
 - GTC (including User name, email address of User related to any complaints and communication)
 - Price of the purchased (including where applicable any discount and VAT)
 - Characteristics of the purchased.
 - Invoice.
 - Right of Withdrawal and the way to do so as far as the Right of Withdrawal is not excluded.
 - Expected Delivery time
 - Any warranties
 - Any specific appointments
6. In this GTC is stated that delivery is only possible if the availability of products and/or services is sufficient.
7. In this GTC is stated that a malfunction or dis-functioning of User's website is not a reason for holding User liable.
The nature of User's enterprise and the situation out of which User operates implies that there is only an effort obligation. Article 4 of this GTC applies .

Article 6 – Agreement with (in principle) Short or One-time character

1. Agreements with a Short (less than 1 year (365 days)) or one-time Character – even if an agreement may have been preceded by or followed by an agreement with an (almost) identical character – should be distinguished from agreements with a Long-term or Repetitive character. The year starts to run on the date of the start of the agreement.
2. Agreements with a short (shorter than 1 year) or one-time character cannot be terminated during the agreement.
3. Article 6 (2) shall not apply to User in case of force majeure (art. 33).

4. Article 6 (2) shall not apply during the period of the Right of Withdrawal (art. 11).

Article 7 – Agreement with long-term or repetitive character

1. As regards this article, any notice period applicable to the Client, Sponsor and/or Ambassador shall also apply to the User.

Long-term character

2. If the agreement has a duration of longer than 1 year (365 days), then the Client and/or Ambassador and/or Sponsor with whom this agreement is concluded, entitled to terminate the agreement after that one year. A notice period of 1 month is to be observed and the termination shall always be in writing and signed and sent to User, and should be received at the latest at that time.

As regards a Sponsor, article 10 (11) shall apply .

Repetitive character

3. Contracts entered into for a specified period of time and which entail a regular delivery of products and/or services, should always, on expiry of this particular time, (whether or not longer than 1 year), to be re-entered. For this type of agreement there is therefore no automatic renewal, unless expressly stated otherwise in writing and agreed.

4. Article 7 (3) applies only for paid products and/or services and therefore not for free products and/or services like, for example but not exclusive, a newsletter.

For free products and/or services, article 38 shall apply .

As regards a Sponsor, article 10 (11) shall apply .

Indefinite time

5. If the contract for the supply of products and/or services has been entered into for an indefinite period of time in which there is a regular delivery of products and/or services, it may be terminated at any time by the Client and/or Ambassador and/or Sponsor, taking into account a 1-month notice period. The termination must be made in writing and signed by Client and/or Ambassador and/or Sponsor and sent to User in a reasonable manner (to be) stated by User.

As regards a Sponsor, article 10 (11) shall apply .

Article 8 – Amendment of the Agreement on the basis of progressive understanding

1. If, during the execution of the agreement, it is apparent that it is necessary for a proper implementation of the agreement to modify or supplement the work to be performed, parties shall, in good time or as soon as possible, and by mutual agreement adjust the contract accordingly.

2. If the parties agree that the agreement is amended or supplemented, it may affect:

- end result/Quality
- moment of completion of the execution
- cost/financial (including User's fee)

User will inform Client/Sponsor/Ambassador, to the best of his knowledge and experience of User, as soon as possible of any consequences when – to the opinion of User – it may have substantial consequences for the Client, Sponsor and/or Ambassador, provided that User can reach them.

This is an additional service to which the Client, Sponsor and/or Ambassador cannot derive any right. the liability of the User is therefore not extended with this article ; the sole liability is the liability as contained in article 32.

3. Contrary to article 8 (2), User will not charge additional fees if the change(s) or supplement(s) is due to conditions that can be attributed to User

Article 9– Offers & Quotations

1. All offers are without obligation, unless explicitly stated otherwise in the offer in writing.

2. User is only bound to the quotations if the other party confirms its acceptance within the time limit indicated in the quotation.

The accepted quotation must then be held by the User in the signed form. In addition, the accepted offer must be knowable

to the User.

If no last acceptance date is mentioned, the quotation or offer is for indication only and the potential future Client cannot derive any right from the offer/quotation.

3. Prices in the said offers and quotations are exclusive of VAT and other government levies, as well as any costs incurred under the Agreement, Charges and, where appropriate, non-avoidable external costs, including, but not limited to, Government levies, Shipping and handling costs, etc., unless otherwise indicated.
4. If the acceptance (also on minor points) differs from the offer/quotation, then User is not bound by it. The agreement shall not be established in accordance with this deviating appearance, unless User indicates otherwise. User will confirm this in writing if applicable.
5. A compound quotation does not oblige User to carry out a part(s) of the contract against a corresponding part of the quoted price. User may, however, expressly and in writing deviate from this.
6. Offers and Quotations do not apply automatically for future assignments other than those described in the offer or quotation.

Article 10 – “On Hold” and Dissolution and Termination

1. As regards this article, the GTC apply, in particular article 6 and article 7.
2. User is entitled to suspend the fulfilment of his obligations or to dissolve the agreement if:
 - Client, Sponsor and/or Ambassador is not fulfilling the obligations arising out of the agreement or in-correct, non-timely or incomplete.
 - After concluding the agreement User gets knowledge of circumstances that give good ground to fear that the Client, Sponsor and/or Ambassador will not fulfil its obligations.
 - Client, Sponsor and/or Ambassador at the conclusion of the Agreement is requested to provide security for the fulfilment of its obligations under the Agreement, and this security is not given or is insufficient.
 - If this results from the other articles of this GTC, or this does not result from the GTC but is nevertheless to the opinion of the User an appropriate measure according to equity or natural justice.
 - If circumstances arise which are such that fulfilment of the agreement is impossible or that it is of such a kind that according to criteria of reasonableness and fairness can no longer be asked of User, or other circumstances which are such that unaltered conservation of the agreement can't reasonably be expected.
3. If the contract is dissolved, the claims of User on Client, Sponsor and/or Ambassador are immediately payable. If User suspends the fulfilment of his own obligations, he shall retain his claims from the law and agreement.
4. User always reserves the right to claim compensation; however, the User will act reasonable aware in such case and abide by any existing own Code of Conduct.
5. If User dissolves the agreement in response to attributable causes to Client, Sponsor and/or Ambassador, the User is entitled to recover all related costs.
User is also entitled – without prejudice to the mentioned in the previous sentence of article 10 (4) – to claim a penalty of € 10.000,- per event per day that this violation persists.
This does not affect the right of User to claim compensation or to do so by others for User and on behalf of User as a claim
on Client, Sponsor and/or Ambassador in accordance with Article 10 (4).
6. A once executed agreement can no longer be terminated.
7. If the agreement is terminated during the duration of the agreement by the Client and/or Ambassador and/or Sponsor, User has the right to compensation because of the loss that has arisen and/or is made likely to appear, unless there are facts or circumstances at the basis of the termination obviously attributable to User.
Furthermore, the Client, Sponsor and/or Ambassador are always held to pay the declarations for the work done until then.

The provisional results of the work done until that date will therefore be made available to the Client, Sponsor and/or Ambassador subject to the reservation and extent that this corresponds to the payments.

The amount of money available due to prepayments by the Client and/or Ambassador at the time, will, if the work is completed completely, be reimbursed by User to Client and/or Ambassador for 100% of the remainder of the paid amount after deducting the part corresponding to the activities and costs by User. The administration of User is stated hereby as only and convincing evidence. There is thus a "pro rata" payment provided that the reservations of article 6 and article 7 as well as the first sentence of this article 10 (7) are complied with.

8. If the agreement is terminated during the duration of the agreement by User, User shall, if possible and desired, in consultation with the Client, Sponsor and/or Ambassador, arrange for the transfer of work still to be done to a Third Party, unless there are facts or circumstances at the basis of the termination that are caused by Client, Sponsor and/or Ambassador and therefore User can't be asked to perform further regarding the agreement in all reasonableness. User is not obliged to do so, but he will make reasonable efforts to do so.
9. If the transfer of the work for the User entails additional costs, they may be charged to Client, Sponsor and/or Ambassador.
10. If User – in all reasonableness - isn't able to transfer as stated in article 10 (8), User is not liable. Article 3 (6) is expressly apply accordingly.
11. As regards to Sponsors, the SP contract – in the case of repetitive Sponsorship – can only end by expiration of the expiration date agreed to in the SP contract.
Since the Sponsor always pays fully and definitively in advance, there is no pay back possibility. User is - in the case of an ending SP contract – entitled to contact Sponsor before the expiration of this period to discuss a possible renewal of the contract whether or not against the same conditions and/or conditions. This will be different only if the Sponsor has previously indicated in writing not to appreciate a new approach. If the Sponsor decides not to renew the SP contract, then User is not obliged to adjust this directly in all its expressions. User is given one and a half years to adjust this, calculated from the time of the contract's end date.
The User will nevertheless strive to do this as soon as possible, but Sponsor cannot derive any rights from it.
User reserves the right to the acquired income from the SP contract.
Proportional restitution has no legal basis.
In the case of a SP contract, an engagement, cancellation or renewal is only possible by expiration date, unless agreed to by both parties in writing.
If there is a SP-contract in which there is a regulation concerning automatic renewal of the contract in the SP-contract, then a 2-month notice period must be observed by the Sponsor, in contrast to the provisions of article 7.
The termination should - in that case – be addressed in writing to User via e-mail as stated in the salutation of this GTC.
However, refunds on the existing contract do not have a legal basis.
Payment is always due in advance in the case of a SP contract, from the moment on a valid SP contract is entered into.
12. Loose donations are entirely voluntary and do not have a legal basis for both donor and User.
13. The agreement between User and Client is entered into for an indefinite period, unless the nature of the agreement is otherwise or the parties agree otherwise expressly and in writing.
14. In contrast to article 10 (13) of this GTC, User may decide to hold a shorter term.
15. If, within the duration of the agreement, a deadline has been agreed for the completion of certain work, this is, if the User is late with the completion, never a fatal term.

If the execution time is exceeded by the User, the Sponsor and/or Ambassador must inform User at least twice via the correct e-mail address as mentioned in the salutation of this GTC..

Between the notifications must be at least 1 calendar month.

A response period of at least 2 weeks must be observed.

If the Client does not adhere to this, this period nevertheless applies, even if the Sponsor and/or Ambassador have mentioned a different term.

If, after twice a notification by e-mail with the observance of the response period, then no response from User follows, the Client, Sponsor or Ambassador may fail/default the User in writing and dissolve the agreement.

If User does respond, a new time limit shall be determined by mutual agreement with Client, Sponsor or Ambassador.

However, liability is, in all cases, always limited to what is reported in article 32 of this GTC.

If the period of execution is exceeded as a result of failure by Client, Sponsor and/or Ambassador, User is entitled to dissolve the contract with immediate effect. User must notify the Client and/or Ambassador and/or Sponsor in writing. Every written method, also by e-mail, will do.

Any (email) address known to the User will suffice, even if it has already expired, whereby the User assumes the chance of success as an obligation of effort.

In the latter case, the User is entitled to the price initially agreed and the costs arising in the present case. User shall, where appropriate, determine it in its sole opinion and reasonably.

16. An agreement between User on the one hand and Client and/or Ambassador and/or Sponsor on the other hand, has only actually been established after the agreement has been completed and signed and is received by User, the necessary payments are received by User and the agreement has been approved for by User.

In the case of digital consent, there must be an intention to enter into an agreement under sufficient specified criteria followed by a payment by the Client/Payer.

The agreement will be officially considered as approved by User, when a confirmation invoice has been sent by the User to the Client/Payer/Ambassador/Sponsor with the words "Invoice paid" or a description of the same scope.

User has the right to send such confirmation within 60 (sixty) days after a for User knowable receipt or within statutory time limits.

However, the User will strive for an acceptance term of 10 (ten) working days or as early as is possible or desirable to User.

17. The end of the agreement between User and Client and/or Ambassador and/or Sponsor on the other hand, is definitive after sending a letter by User in which the end of the agreement is definitively indicated. If the nature of the agreement implies that the agreement will be terminated earlier, the end date is in accordance with the nature of the agreement.

Article 11 – Right to Withdraw

Services

1. In The case of services, the consumer has the possibility to cancel the contract without giving reasons and dissolve during the first 14 days from the time of purchase.
This applies when the services didn't yet start, neither factual, nor digital.
2. In the case of services, the Client may make use of his right of withdrawal by informing the User on a manner specified or indicated by User.
3. If the Client has not yet the availability of the Services, then within these 14 days a full reimbursement by User to the Client of the amount paid in this specific agreement will be done.

Client must make a refund by User possible, for example by giving the account number of Client to User.

4. If the Client has already been given the services, but this has been done after these 14 days, there is no standard possibility of reimbursement by User to Client. User can, however, exceptionally and on own initiative make an exception, but by default there is no refund.
5. If the Client has already been provided with the services and has done so within 14 days of purchase, there is a reimbursement pro rata. For example, the whole amount will be recalculated to the number of days that availability for the Client was the case. For example, 1 day after purchase, 1/14 will be owed by the Client, while after 13 days after purchase 13/14 will be owed by Client.
However, User also has the right to arrange repayment at his own discretion and amount. In doing so, User will exercise reasonableness.

Products

6. In case of purchase of products - with the exception of what is stated in this GTC and in particular article 13 on exclusion of right of withdrawal – the Client has the possibility of dissolving the contract without giving reasons during the first 14 days after purchase. In the case of products, this period of reflection will be on the day after receipt of the product by the Client.
7. The Client is – also when the Client delivers or passes through of the product to another – and remains the Contracting Party of User.
The Client should therefore take care for the goods and all the included (including packaging) during this period of reflection.
Only unpacking and testing of the product is permitted.
Damage to packaging, product and any included should be avoided as maximal as possible.
Also the evaluation by the Client (or the person to whom it delivers or passes on) whether he or she wishes to retain the product, must be done in such a way as to avoid damage to packaging, product and all the included to the highest maximum possible.
Rights of the Client (and of any person who overbuys or receives this from the Client) shall lapse if:
 - The product itself has been processed or edited by Client or others.
 - The defect is the result of government-imposed rules
 - The products delivered have been exposed to exceptional circumstances or situations or if the products have been treated in a careless manner.
8. If the Client wishes to make use of his right of withdrawal, Client must return the product, the packaging and the possible extra supplied back to the User to the address (to be) given by User, within the time limit, and In the manner specified by the User.
This should be done in the most maximum state in which things are delivered to the Client. User shall take into account the limitation of the conditions herein in the context of reasonableness and fairness.
9. Using the right of Withdrawal by the Client is only possible if the Client has made this known to the User in writing within 14 days of receipt of the product. The information to use the right of Withdrawal via e-mail of User is sufficient, but is not considered the only method of making this known to User in writing, but is the most desirable for User.

10. To withdraw, the Client must make use of the withdrawal form which can in most cases be found and downloaded on User's website. Should the Client not be able to do this because the website is not accessible, or if the Client cannot find it, the Client must immediately communicate this to the User via the e-mail address of the User including a contact e-mail address of the Client. User will then email the Withdrawal form to the Client free of charge from which moment, if any, the withdrawal form must be completed and signed by the Client and must be emailed to the User. Provided the first email to User is sent by Client within 14 days after delivery, the Client will then receive 14 additional calendar days to submit the withdrawal form.

The product itself must be received by User - in any event within 14 days from the User's actually received request for withdrawal (and therefore, in principle, separately from the time of receipt of the withdrawal form).

11. If the Client has not made use of his right of Withdrawal within 14 days, the contract is a definitive fact, provided that an agreement has been concluded (including payment).

Article 12 – Cost right to Withdraw

1. If the Client invokes the right of withdrawal, the costs and risk of returning the goods shall be the Client's with the exception of article 12 (6).
2. In the case of withdrawal by the Client in the form of a written and knowable notification to User who also has actually been received by User and to which the administration of User is decisive, accompanied by a knowable, as well as written and signed by Client, Withdrawal form, and to which the administration of User will also be decisive, User will as soon as possible, but not later than 14 days after receipt of the complete withdrawal, refund the payment amount in question – in compliance with these GTC.
- 3.. User can stretch the 14-day term if User is not able to pay within this time limit. This May for example be the case in case of force majeure or foreign residence (i.e. outside the Dutch national borders, and/or territory belonging to the Netherlands but outside Europe).
4. A condition for reimbursement of services or products in the situation something actually has been made available, is that the product is known as returned and in fact returned to the User's possession.
5. The Client must have made available an account number to User, so that User can pay back the relevant amount (possibly proportionally, see this GTC). If a customer's recent account number has been made known/available to the User in this purchase, this will be assumed sufficient for the User to be able to make a valid refund to this account number. If the Client wants to use another account number for reimbursement, it must be declared, written and explicitly mentioned to User in the written Withdrawal.
6. If the product has suffered damage since delivery to the Client, the Client shall be liable for such damages. Any reimbursement, as well as its sum, as well as any claim of damages from User towards Client, depends on the value that the delivered still has from the moment that the User regained possession after the Withdrawal. User is entitled, where appropriate, to lower the remaining reimbursement according to this damage, irrespective of the right of User to recover any damage from the Client.
7. The Client cannot be held liable if the User has not complied with his obligation to disclose all legal information concerning the right of Withdrawal for the conclusion of the purchase to the Client.

However, in principle it is sufficient to make this Right of Withdrawal known in these GTC.

Article 13 – Exclusion of Right to Withdraw

1. User denies the right of Withdrawal for the following Services and/or Products, and this has a definitive effect towards the Client provided that this is clearly stated in the offer, and thus in advance of / by the birth of the sale/agreement is mentioned to Client by User, whereby the timely reception of this GTC will be valid as proof :
 - a) Products and/or services of which the Client has broken the seal or encryption.
 - b) Products and/or services of which a significant percentage of damage would arise by the returning to User, or this would be probable.
 - c) Products and/or services that can be classified as personal.
 - d) Products and/or services which have such a character that they are too specific to reasonably resell ; this may be a specific product and/or service chosen by the Client with, for example, specific dimensions or other properties that will diminish the total or a significant part of the value when the delivered would be returned by the Client to the User or of which it would take a very long time before equal sales were likely. This includes products and/or services delivered in accordance with specific specifications specified by the Client.
 - e) Products and/or services that can/are only temporarily be(ing) used for example (but not exclusive to) a specific fair or other purpose that is bound to a limited time or use.

Article 14 – Fee – Price – Cost-Discounts

1. The price or fee is made known to the (potential) Client prior to or at the purchase, or earlier.
2. If no fixed price has been agreed beforehand, the fee will be determined on the basis of the actual hours spent in combination with the price mentioned. If there is no price mentioned, a fee of € 150,- per hour will apply, whereby a part of an hour will be calculated an hour.
3. If User agrees with the Client and/or Ambassador and/or Sponsor a fixed fee or hourly tariff, the User is nevertheless entitled to increase this fee or tariff if there are external circumstances surrounding User which give necessity to do so.
User will only use this if, to the opinion of the User and in compliance with the possible User's code of conduct, this would otherwise be irresponsible in the context of the management. User will strive strictly to prevent this as much as possible.
4. Furthermore, User is entitled to pass on price increases if between the time of offer and the time of delivery, the internal or external company costs for whatever reason have risen and/or if there are unforeseen costs which the User can reasonably pass through.
However, this is only permitted if, to the opinion of the User, this would result in unauthorised business risks for User in the event of not implementing this price increase(s). However, if the Client has already given the order to buy – which must be known to the administration of User, whereby the administration of User is decisive – then User can no longer adjust the price because this would be unreasonable for Client.
5. In addition, the User may increase the fee if, during the execution of the work, it appears that the originally agreed or expected amount of work was not sufficiently assessed at the closure of the agreement, and which s is not attributable to User, that it is reasonable to say that User can't be expected to perform the agreed work against the originally agreed fees.
User shall notify the Client and/or Ambassador and/or Sponsor in such event of the intention to increase the fee or rate preferably in writing.
User will specify the size of and the date on which the increase will enter, as well as a substantiated reason for the increase.
User is obliged to make the increase not be higher than necessary, but nevertheless only at its own opinion. The Client and/or Ambassador and/or Sponsor agree hereto by signing the first contract.

6. User's GTC are decisive and all articles are fully applicable, even if certain articles of the parties concerned differ.
The commencement of the activity by User, whether or not already visible to the Client and/or Ambassador, the Client and/or Ambassador, or the – directly involved and/or linked Third Party, confirms that User's GTC always prevail and that they will not invoke instances, persons – whether or not judicial in nature – but that the GTC of User shall at all times be binding in favour of any other regulation whatsoever.
7. In the event prices are subject to unaffected fluctuations in advance, they are labelled as "indicative" and will be visible to the Visitor/(potential) Client as such.
8. Prices will, with the exception of possible different regulations in this GTC, not be raised during the buying process of the (potential) Client.
However, for whatever reason, User may change the price for as long as no agreement has been reached.
Changes in VAT may always be carried out and may, as such, affect the price.
However, if there is already a closed final purchase, the VAT will not be increased anymore.
However, as long as the purchase is not yet final, the VAT rate can be changed by the User.
In these cases the administration of User is decisive.
9. Agreements that apply for a longer period normally won't result in a change of price. User is committed to giving the Client no change in his expected costs.
Nevertheless, price increases are allowed within 3 months of the purchase or the origination of the contract if this is the result of legal regulations.
Mandatory statutory rules are mandatory by nature and will be implemented.
Price increases after 3 months are allowed. The Client then has the right to terminate the contract by the date or after the date that the price increase enters.
10. Prices are exclusive of VAT, unless otherwise stated.
11. Prices are quoted separately from shipping costs (where applicable) and are therefore cumulative.
12. User will try to mention the prices correctly. However, if prices are reported incorrectly, User is not obliged to supply the product or service at the mentioned price. However, the Client – in that case – shall not be obliged to take in the product or service.
13. User reserves the right, where appropriate, to charge one or more of the costs, discounts or charges referred to in article 14 to the Client and/or Ambassador. The charges to be charged must be reasonable and in accordance with a possible User's code of conduct.
14. In the event of non-compliance by Client and/or Ambassador and/or Sponsor of its financial liabilities, User may charge collection fees in the exceptional case of non-prepayment whereas prepayment is the User's standard. This is only possible after User has given the Client twice in writing a (same) reasonable time to fulfillment.
However, the User directly has the right to charge a collection fee if there is a reasonably foreseeable reason that the Client and/or Ambassador and/or Sponsor are in such a state and/or attitude, that there is a risk of non-fulfilment of the obligations by the Client and/or Ambassador and/or Sponsor.
In any event, User shall always be entitled to charge an additional sum to pay by Client of 20% of the outstanding amount with a minimum of € 50,-. Whether or not to exercise this right is up to User.
15. If the Client is otherwise short in the fulfilment of one or more of his obligations, then all reasonable costs for obtaining satisfaction in and/or out of court shall be charged to Client and/or Ambassador and/or Sponsor.
16. If User has made higher costs, which, in the opinion of User, were in all reason necessary, they are also eligible for charge.
The Client and/or Ambassador and/or Sponsor shall, after notification by User, pay these costs

within the due date.

It is also possible that the User attaches a note of costs incurred by a Third Party, under this article, after which the Client and/or Ambassador and/or Sponsor must pay these costs.

User will handle all of this in a reasonable manner.

17. Any reasonable judicial costs and execution costs as other costs made by User, shall also be borne by the Client and/or Ambassador and/or Sponsor. In the context of this article, the User may also, in the event of an emergency, deviate to charge the Client's and/or Ambassador's and or Sponsor's related Third Party.

The Client and/or Ambassador and/or Sponsor expressly state that, in entering into the agreement between the Client and/or Ambassador and/or Sponsor on the one hand and User on the other hand, that this right is applicable and known to the possible Third Party.

If this is not the case, the Client and/or Ambassador and/or Sponsor will, in addition to the Third Party, be liable for this as well.

18. The User is free to charge the statutory interest as an additional cost with a minimum of 1% per month on the costs incurred by the User as a cost/fee/price estimate.

The Client and/or Ambassador and/or Sponsor owe it as such.

19. Other costs are to be charged by User to Client and/or Ambassador and/or Sponsor if these costs are made by User or will be made shortly and are necessary for the execution of a contract/purchase by the Client.

The costs must be reasonable, comply with any possible User code of conduct and must be specified/stated on the invoice.

20. User is free to give discounts. The discounts are to be specified/stated on the invoice. The different discounts cannot accumulate.

Interest rate delay

21. In accordance with article 9, User may charge the Client and/or Ambassador and/or Sponsor an interest rate for delay if the invoice expiration date has been exceeded.

The Client and/or Ambassador and/or Sponsor will owe an interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate applies (calculating the exceeding period in relation to a year, counting each part of a month as a month) .

If the payment for the (partial) service has taken place, there will never be an interest rate for delay.

In order to enable the Client to fulfil its obligations in due time, the calculation of the delay rate will take into account an extra period of 14 days in addition to the 14 days from the invoice date, so another 14-day period.

Cumulation

22. Cumulation of the different discounts/benefits is not possible. The highest discount/advantage will apply.

Article 15 – Payment

1. With respect to the payment, the other articles in this GTC and the underlying contract are fully applicable.
2. Payment must be done immediately after the agreement has been signed and before the services or delivery commence.
This is different only when it concerns services or a supply which is as such an exception and is described as such by User.
3. User is only obliged to supply the products and/or services when the money has been received unconditionally and definitively by User at User's account.

4. The method of payment shall be indicated by the User, must be known to Client and has to take place in the currency in which it is declared.
5. When there is a subsequent period of service following a previous period of service for which payment has already been done, the User reserves the right to suspend the continuation of the service after such a preceding part until the payment for the next part has been paid for and is received at User's account.
However, the User strives to charge as much as possible in advance.
In the case of contracts with a longer period of time or unclear future, User may decide to charge the costs in advance only per part.
6. There is a payment period of 14 days after the invoice-date in the exceptional case of admitted payment after the product is delivered or service has been delivered (article 9(2) applies).
7. If the Client and/or Ambassador and/or Sponsor fails in the payment in the case of a specific term of payment specified in the agreement after the invoice date, as defined in article 9 (6), the Client and/or Ambassador and/or Sponsor are legally in default.
Client and/or Ambassador and/or Sponsor then owes an interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest applies.
Interest will be charged as a "interest of delay". Each part of a month will be calculated as a full month from the moment that the Client and/or Ambassador and/or Sponsor is in default until the moment of payment of the full amount whereby this payment must be knowable to and communicated to User.
Parts of calendar months will be held as full months.
The User also obtains the right to terminate the contract and claim any compensation. Possible legal costs related, whether these could have been prevented or not, shall be borne by Client and/or Ambassador and/or Sponsor, and are also immediately due and payable. Nevertheless, the User can abandon his right to do so.
The remuneration is, of course, not applicable if there is a pre-payment as is standard indicated, and is, inter alia, is described in article 14 and article 15.
8. In the event of liquidation, bankruptcy, seizure or suspension of payment of the Client and/or Ambassador and/or Sponsor, the claims of User on the Client and/or Ambassador and/or Sponsor are due and payable immediately.
The possible legal costs for these actions, if any, whether the events could have been prevented or not, shall be borne by Client and/or Ambassador and/or Sponsor and also due and payable immediately.
9. To the extent that there is no complete payment in advance as defined in article 15 (2), the User has the right to use the payments made by the Client and/or Ambassador and/or Sponsor, in the first place, for diminishing the costs, then the risen interest and finally the principal sum and the current Interest in any wished order.
User may, without falling into default, refuse an offer to pay, if the Client and/or Ambassador and/or Sponsor designates a different order. User can deviate from this order.
User may refuse full payment by the Client and/or Ambassador and/or Sponsor, when all costs and risen and current interest aren't paid for.
Objections regarding the declaration will not suspend the obligation to pay.
10. User has the possibility to charge an interest for credit limitation of 2% per month in the exceptional case of payments that only take place after the commencement of the service or delivery.
This fee isn't due when the payment is made before the relevant service or delivery (or agreed part thereof) has commenced or within 7 days after the invoice-expiration-date, which is, in most cases 14 days from the invoice date
11. In case there is a gift certificate, the payment by the Client will be done beforehand as well. The gift voucher contains in any case:
 - Gift Voucher number
 - Issuance Date

- Amount for which the Recipient paid for by the Client, is entitled to the delivery of goods/services as a result of the ordinary activities of the User

The gift voucher number is linked to a code sent separately to the Client, who must pass it on to the actual Recipient. At the moment of delivery of the gift voucher, it is checked by User and the Recipient must also pass on the separate code sent to the User. If they correspond to one another, the Recipient is entitled to the service and/or product at the value indicated at the gift voucher.

The above characteristics are – if object of disagreement – only legally valid to be determined by User using the appropriate CB-list (with codes). This list is binding and Client and Receiver and/or any other person who states to be entitled, accept this list and the interpretation by User without further own rights.

12. In the case of purchase via User's webshop, the Client must also pay the due amount immediately upon purchase. In the exceptional case that User explicitly excepts in writing a payment after purchase, Client and/or Ambassador and/or Sponsor may pay also within 7 days calculated from the moment of purchase.

If the Client and/or Ambassador and/or Sponsor does not pay directly, User can postpone the delivery until payment has been made.

13. In the event that the Client and/or Ambassador and/or Sponsor fails to comply with their payment obligations, User has the right to charge the (extra) applicable costs to the Client and/or Ambassador and/or Sponsor. These costs must be incurred prior to the time these costs will be due.

14. Client and/or Ambassador and/or Sponsor has the duty to provide the right personal (payment) data to User.

15. If agreed – in accordance with article 3 (6) – that the agreement will be implemented in phases, User may suspend the execution of the components belonging to a subsequent phase until the Client and/or Ambassador have approved the results of the preceding stage in writing and all due payments have been made or otherwise User's claims have been submitted to.

User is, without further detours, also allowed to determine the end of his task(s) at any time, whether or not in connection with the invocation of a specialized Third Party.

From the moment on there is an invocation, by anyone, of a specialized Third Party, the Sponsor or Ambassador at that time shall enter into a new supplementary legal relationship with that Third Party pursuant to article 2 (9).

This new supplementary legal relationship will not interfere with the initially existing legal relationship between User on the one hand and Client, Sponsor or Ambassador on the other hand, in any way ; rights and obligations will remain applicable as agreed, except where a new agreement has been drawn up.

Activities undertaken with a Third Party (whether or not User-enabled) will be made at the Client's/Ambassador's/Sponsor's

own expense and risk. Neither User nor its employees and/or directors are liable for this.

The Client and/or Ambassador and/or Sponsor, will keep the obligation to pay the any fees, prices, and costs to the User related to any legal relationship until these amounts are paid.

Only an explicit written derogation from this rule can determine otherwise.

The provisions of article 2 (9) explicitly apply.

Article 16 – Delivery - period

1. User has the intention to deliver orders of products and/or services as best as possible and as quickly as possible to Client or the shipping address specified by the Client.

However, User reserves the right to derogate from this if the operation of User gives rise to this. The Client is aware of this, at least it is considered to know and agree, and explicitly agrees to this.

2. Delivery times mentioned or specified are indicative. To any exceedances of delivery times, Client cannot derive any right. Additionally, Client has no right to any indemnity. Article 16 (5) however is applicable.

3. The delivery will be executed at the address provided for by Client during the buying process.
In case of a digital product or service, the digital address provided for by Client during the buying process will be used. Any given address can only be changed in good time if it is written and sufficiently identifiable and communicated to the User. User will then attempt to adjust things, but the Client cannot derive any right from this if the delivery by the User can no longer be adjusted. All to the opinion of User.
4. User will deliver products and/or services ordered as soon as possible. The standard used time to do so is "within 30 days", where the Client must realize that article 16 (2) remains applicable.
5. Should the delivery last for more than 30 days, the Client shall be entitled without giving reasons to end the agreement. In the case of partial deliveries, this assessment will be made by part-delivery. There is no right to any compensation.
6. Should there be any dissolution in accordance with the preceding paragraph, the Client shall have the right of reimbursement of the payments made pro rata.
In case of partial deliveries, this assessment will be made per partial delivery. However, there is no right to any compensation.
7. In case the delivery of an ordered product and/or service is impossible, the agreement will not be established. If wished for, Client can place a new order that suits him or her. If the previous product and/or service has already been paid for, User will reimburse this amount. However, there is no right to further compensation.

Article 17– Risk transition

1. The risk of loss or damage to the goods or services part of the agreement will be the Ambassador's and/or the Client's from the moment on they are delivered to the Client and/or Ambassador legally and/or practical and thus are assumed to be in the power of the Client and/or Ambassador or should and/or could have been or may be presumed to be, or are brought into the power of Third Party(s) designated by the Client and/or Ambassador.
The moment of legal and/or practical transition is, within the rules of law, freely to be determined by User.

Article 18 – MGM Commission

1. Where appropriate, the User may make MGM commission available to persons and/or bodies that have new information which actually will lead to new contracts in which User will be party, not yet known to User.
Where appropriate, MGM Commission will be granted to the person or entity providing a new Client and/or Sponsor with whom, at the time of delivery, User was not yet involved in a new (supplementary) legal relationship leading to a(n) (additional) contract.
2. The actual MGM percentage is available on request. The administration is held by User and the administration of User is binding.
3. The MGM Commission is only earned after all cumulative conditions are met by :
 - A new Client and/or Sponsor is delivered to User with whom, at the time of delivery, User was not yet involved with in a new (supplementary) legal relationship and is now leading to a(n) (additional) contract.
 - The new Client and/or Sponsor and/or Ambassador has made the full payment in accordance with the newly concluded agreement and is irrevocable.
 - The payment is evident to User.
 - The new Client/Sponsor/Recipient has notified User through whom/which organization he/she has entered
 - User has received the bank account number of that person/organization that applies as a

Ambassador.

- The execution of the new (additional) agreement has come to an end is completed.
- The Commission shall be granted in accordance with the provisions of this GTC.

4. User is at all times empowered to modify the own MGM system or its payment structure without prior notice to others if this is necessary according to User's view in the context of the overall executive management. However, existing rights will be respected, in case the rights have risen after the requirements of the preceding article 18 (3) GTC are met by.

Article 19 – Specific provisions SP-contracts

1. Contracts between User and Sponsor(s) are not unilateral.
2. Sponsor commits itself to paying an amount of money to User. The amount is the amount agreed upon in the specific SP contract.
3. User commits himself to Sponsor to what is stated in the specific Sponsorship contract. In any event, User will use it's network in favor of the Sponsor if this may be meaningful to Sponsor in the opinion of the User and not detrimental to User.
This will only be different if it is expressly excluded between the parties.
4. A Sponsor should not be confused with a donor who makes a donation. The latter makes a payment to User without asking any commitment whatsoever.
A Sponsor has a contract with reciprocity in accordance with article 19 (3).
5. Pursuant to article 10 (11), regarding Sponsors, the SP contract – in the case of repetitive Sponsorship – can only end by the arrival at the end date at which parties have agreed to in the SP contract, by which the contract will expire, reaching its end.
Since the Sponsor always pays in advance and definitely does so, there is no reimbursement procedure nor any other possibility.
In the event of expiring SP contracts, User shall be entitled to enter into contact with Sponsor in advance of the expiration of this period, to talk about a possible renewal of the contract with or without the same conditions.
This will only be different when the Sponsor has previously indicated in writing not to appreciate a new approach.
When the Sponsor does not renew the SP contract, User is not obliged to adjust this directly in all its expressions. User is given one and a half years to adjust this calculated from the moment of the contract's end date.
User will nevertheless strive to do this as soon as possible, but Sponsor cannot derive any rights from it.
User reserves the rights to the acquired income from the SP contract.
Restitution (fully or partially) has no legal basis.
In the case of a SP contract, therefore there is only an entry, cancellation per expiration date and/or renewal of the SP contract possible.
If there is – in the SP contract – a SP-term with automatic renewal of the contract, a notice period of 2 months must be observed by the Sponsor, in contrast to the one mentioned in article 7. In that case the termination should be addressed in writing to User via e-mail as mentioned in the salutation of this GTC.
However, refunds on the existing contract do not have a legal basis.
In case of a SP contract, payment is always due/mandatory from the moment on a valid SP contract has started.

Article 20– Specific provisions AR contracts

1. Contracts between User and (forthcoming) members of the Advisory Board (AR) are agreed in a specific AR agreement.

2. The other party of User will dedicate his knowledge and commitment to the AR of User, when asked for by User. The specific knowledge or experience of the other party will be mentioned in the specific AR agreement.
3. The period of the AR agreement will differ per each AR member, and is therefore potentially different. There is silent recurring of the contract each calendar year, with the initial year ending on 31 December of that year and, without termination, will be extended until 31 December of the calendar year following.
4. Renewal will take place automatically. Nevertheless, both parties have the right to announce prior to 1 November of the calendar year, to refrain from continuing the AR contract next year. This must be done in writing and must be given before this date to the other party.
If the start of the contract does not take effect before 1 November of any calendar year, the agreement may still be dissolved without notice until 31 December of that calendar year without further consequences for the parties.
5. User will pay a compensation to the AR member. The actual calculation is only known to User and User and only User has the right to take note of the contents. The other party of User – whichever that is, and in any capacity whatsoever – agrees hereto in advance and explicitly.
6. Other party of User – in the framework of the AR membership – will not disclose any information that has been communicated to him/her/the organization in any way whatsoever, even within its own organization or to any other person.

Article 21– Charities

1. User will pay – if communicated by User that User will pay a certain % of the net profit available to charities – at the end of the business year (at the completion of the financial year) – that certain % of the net profit to self chosen (by User) Charities.

Article 22– Retention of title

1. Any material or intangible property, business, goods or services, or otherwise, supplied or used by User, shall remain owned by the User.
2. The Client shall not be entitled to endanger or diminish the value or property of the mentioned in article 22 (1) in any way ; it must stay pure property owned by the User.
3. If Third Party(s) seize the goods delivered under retention of title or wish to establish or assert rights hereto – which also applies to User's property – the Client is obliged to inform User as soon as possible, be sure User has noticed the information, immediately after the Client has perceived these facts or should have been able to perceive these facts. Client must undertake every action possible to diminish the damage to and for User, if possible via prior contact with User.
4. The Client will ensure that the goods delivered under reservation of ownership will be insured against fire, explosion and water damage as well as against theft or vandalism or other hazards present or potential for User that are known to counterparty and/or Client and/or Third Party(s) concerned, and will deliver the policy at the User's first request for inspection. Only a separate written agreement between User and Client can determine otherwise.
5. Goods delivered by User, which are subject to the retention of title under paragraph 1 of this article, may never be resold or made available to others in any way. If the Client wishes to make use of this, the written explicit consent of the User will be required. This permission also applies to license usage within the own company. For any waiver, future Users shall be sufficiently identifiable by User, to the opinion of User, and must fall within the legal entity of the counterparty and/or User's Client.

6. In the event that the User wishes to exercise his or her (property or otherwise) rights under this article, the Client is already giving unconditional and non-revocable consent to User or by appointed Third Party(s), to enter all those places where the property of User are located in the opinion of User or in opinion of User could be and take it back into User's power. User will then be given the right to enter closed parts after opening and readying in a reasonable manner to User. In order to strengthen this right, User shall have the right to recover all costs incurred for User on the Client or linked Third Party(s) as well as to charge a fine of € 10,000,- per day that the relevant violation persists. This does not affect the total claim the User can charge because of the damage suffered by User.

Article 23– Return of Property of Goods and/or Services

1. When User has made available some goods and/or services to the Client in the execution of an agreement, the Client is obliged to return the delivered within a period to be specified by User, but never more than 10 working days, in original State, free of defects and fully from the moment the User requests so.
When the Client fails to fulfil this obligation, Client shall bear all costs incurred.
In addition, User is entitled to charge a fine of € 10,000,- per day that the event persists to pay by the Client, or if necessary, the Third Party(s) concerned from the moment of expiry of the reasonable time limit set by the User.
When the goods and/or services are made available to a Third Party(s), the Client who passed the goods and/or services, is directly liable to the User for making available those goods and/or services to those mentioned in this article. Copies or other derivatives are also subject to this right.
This article shall not affect the rights of User in general and these GTC and article 22 in particular.
2. If, for any reason whatsoever, the Client fails to do comply to article 23 (1) of this GTC, after having been required to do so by the User, User will have the right to recover the resulting damage and costs, including the cost of replacement and in addition to the mentioned fine, on Client and/or Third Party.
The other party of User declares, by application of this GTC, to be familiar with this GTC and to report these rules to a Third Party(s) (whether a Client to Client or not) and to report the consequences for this Third Party (s), even if it is possible only indirectly involved in the agreement between User and the Client.

Article 24– Double sided reservation non-takeover staff

1. The Client and/or Ambassador and/or Sponsor will not, during the term of the agreement and 5 years after the termination thereof, in any way, except after good business consultations that have taken place with the User and which are recorded in writing, employees of User or of parties User has invoked during the execution of this agreement, hire, engage or otherwise, directly or indirectly, for work or other injuring activities to User.
2. User will refrain from any attempt to take over a staff member within this period for one year after completion of the work with the Client and/or Ambassador. This is only different if it takes place with the approval of the parties.

Article 25– Secrecy

1. Both parties are obliged to maintain the confidentiality of all confidential information they have obtained from each other during their agreement or from other sources. Information shall be treated as confidential if communicated as such by the other party or if this results from the nature of the information.
2. If, on the basis of a legal provision or a court ruling, the User is obliged to disclose confidential information by law or by the competent judge designated to Third Party(s), and User in the matter

cannot invoke a legal or authorized right not to do so, or User is not familiar with such a professional opportunity, User shall not be obliged to pay damages or compensation to the Client and/or Ambassador and/or Sponsor and the Client and/or Ambassador will not be entitled to terminate the Agreement on the grounds of any damage resulting. Article 32 and article 33 are fully applicable to this article.

3. Article 25 (1) will not apply in respect to data which may be used for the transmission of information and/or special offers by the User and/or of special companies selected by the User.
If the Client and/or Ambassador and/or Sponsor objects to this, it may send a written request to the prevention of such a use in this sense to the User with the display of objections against usage by User and/or objection against the use by User's special selected Third Party(s).
This request can be addressed to User by using the well-known email address listed on the website, and also used in correspondences, or is indicated in the salutation of this GTC.
If this is not clearly stated in writing and/or isn't known to User, User or Third Party (s) designated by User will be entitled to usage within the meaning of this GTC.

Article 26– Intellectual Property & Copyright & Copyright

1. Without prejudice to the provisions of this GTC, User retains the rights and powers that User has on the basis of the copyright, Trade Marks Act, Benelux Marks Act and otherwise, as well as any other on the User's business practices applicable laws and regulations as well as generally accepted positions on jurisprudence in relation to intellectual property, trademarks and copyright in particular, or other rights in general.
In the event of a contradiction to article 32 of this GTC, article 32 is decisive.
The Client and/or counterparty and/or Third Party(s) accept this in full.
2. All documents provided by User, such as reports, opinions, agreements, designs, sketches, drawings, photographs, software, files, etc., and/or rights to the aforementioned, are solely intended to be used by the Client and/or Ambassador and/or Visitor and/or Third Party and may not be reproduced, disclosed, sold or encumbered, used for commercial purposes, or communicated to Third Party (s) in any form or in any way whatsoever, without prior written consent of User, unless the nature of the documents provided indicates explicitly otherwise. In no case shall it be detrimental to the User, irrespective of the intention.
All designs, recommendations, and services rendered by User or provided by User or a Third Party(s) against payment of a monetary amount or without payment of a monetary amount, shall remain full property of User at all times.
User is never liable for activities or omissions of the Client and/or Ambassador and/or Third Party(s) directly/indirectly involved in the services provided, expressions in any form whatsoever, products or in respect of activities or omissions arising from the use of property beyond that specified in article 32.
3. User reserves the right to use the increased knowledge due to the executions of agreements or other, for other purposes, provided that no confidential/personal identifiable information is brought to the knowledge of Third Party(s).
An exception of disclosure of confidential/personal identifiable information is possible, if explicit written permission is granted by Client and/or Ambassador and/or Sponsor to disclose.
Consent is in any case present in the case of opinions posted via the website regarding (person or company of) User.
4. Client and/or Ambassador and/or Visitor and/or Third Party shall be liable for – without express written permission by User – for selling, publishing or otherwise and/or to put at the disposal of Third Party(s) of the subject of the agreement, constituted between User on the one hand and Client and/or Ambassador and/or Sponsor and/or Third Party (s) on the other hand.

5. All information used or made or administered by User in whatever expression, is the property of the of User.
6. The mentioned in article 26 shall not apply to images or products or services which have not been made by the User.
7. It is not permitted to disclose, copy, or store the entire website or portions of the website without the explicit and written consent of the User. This applies to text, images, website structure, layout, logos, trademarks or otherwise, regarding the exception of article 26 (6).
8. To the extent that permission for use as defined in this article is explicitly and written given by User, the User must always be referred to as the owner (citation) by the person or institution that has received this permission. In the case of a link the link to User will have to be offered well working. Furthermore, no use whatsoever may be a disadvantage to User.
9. These GTC in general and this article in particular, also applies to the in this article 31 described licenses with respect to the photographic (or derived) work of User
10. The copyright as well as other intellectual property rights on all material or combination of materials made by the User, rests with the User.
11. User reserves the right to use users' works for its own promotional purposes and publications, including, but not limited to, social media, promotional material, magazine articles, business cards, website, weblog, advertisements, etc.
12. The user has the exclusive right to reproduce or publish users' work, unless explicitly agreed otherwise in writing.
13. The user has the exclusive right to grant (sub-)licenses or to transfer the own license, unless explicitly agreed otherwise in writing.
14. The user has the exclusive right to submit work for competitions and publications (whether or not by third parties), unless explicitly agreed otherwise in writing.
15. The user has the exclusive right to edit users' work digitally an/or analogue, unless explicitly agreed otherwise in writing.
16. Any use of a work or combination of works made by User that has not been expressly agreed upon in writing is considered to be an infringement of the copyright and/or related right(s) of the User.
17. In the event of infringement of the copyrights and/or personal and/or related rights of the User, the User is entitled to charge 2x (twice) the usual (license) fee, for the compensation of the damage suffered. In doing so, the rights that the User is entitled to on the grounds of other articles of these GTC are not affected if they are more favorable to the User in the opinion of the User.
18. Compensation for damage(s) does not give the right to further use the work of the User. Only the User is entitled, unless explicitly agreed otherwise in writing.
19. Unless expressly agreed otherwise in writing, the User is entitled to use the (portrait) work created by User for his/her own promotion. This includes, but is not limited to, the use on the website and weblog, portfolio, magazine articles, printed matter, exhibition material, advertisement and other promotional material.
20. User is not liable for any damage caused to a Client, unless there is pure intention on the part of User.
21. User is not responsible or liable for color deviations on non-calibrated screens or prints at a supplier other than indicated and/or is used by the User. The Client accepts the quality as it comes about.

22. The liability is at all times limited to the amount of Users' invoice amount

Article 27– Samples and Models

1. When the Client and/or Ambassador and/or Sponsor and/or Third Party was provided a sample or model, it is presumed to have been provided only as an indication, unless expressly agreed otherwise that the delivered will correspond exactly to the sample of model provided.
2. The Client and/or Ambassador and/or Sponsor and/or Third Party will ensure secrecy insofar as the interests of the User may be detrimental or at least may be suspected to be detrimental to the interests of the User.
Article 27 (2) also has effect outside this article 27. It also works within the framework of the GTC as a whole, even outside the scope of this GTC, even when any relationship with samples and/or models is missing.

Article 28– Expired

Article 29 – Disclaimer

1. All expressions of User are the property of User.
This is only different for images that have not been created by User or have been purchased by User, or for expressions for which a different owner is expressly mentioned.
2. User composes all its expressions with care, and will continue to compose all its expressions with care.
Nevertheless, User is in no way liable for any possible inaccuracies, incompleteness, or otherwise lack of information or expressions or absence of expressions.
3. User can change the content and layout of its expressions without any needed permission or notice from or to others. User does not need prior permission. User is also not obliged to inform others about this.
4. User shall provide all manifestations, information, layout, products and services in the capacity in which they are presented and without any implied or explicit warranty or guarantee as to their availability, reliability, quality, fitness for a particular purpose, effectiveness of operation or otherwise.
There is solely an obligation of effort.
5. Although User does everything to prevent misuse of or erroneous/incomplete/absent variants of information/manifestations, User is not liable for any information/manifestations made by or spread by Visitor(s) and/or Third Party(s) or otherwise displayed by Third Party(s) or Visitor(s).
6. For links to other websites outside the domain of User (and where User mere by this fact is not responsible for), User cannot accept any liability ; this belongs to the relevant external websites or with those who spread this information.
Any references to these external websites are only included as additional service/information/ideas.
The User cannot and does not want to be able to guarantee for that which is located outside of the User's domain ; each one has his or her own responsibility.

7. No right can be derived from this information by User.

No rights can be derived from the guidelines and statements and information and delivery of products and/or services from/by User.

Visitor, Client, Ambassador, Sponsor, Third Party always remains responsible. User only performs an effort obligation. Article 4 is applicable .

8. User is under no circumstances responsible for any personal inconvenience. Always consult your general practitioner or an appropriate specialist in case of psychological and/or physical complaints. User excludes all liability for any direct or indirect damage of any nature whatsoever, and in any event – whether or not with User's input – arisen/arising, and also if any results from or is presumed to result from / as a consequence of the products, services and/or expressions by User.

Article 30 – Privacy Policy

Goal

1. User is committed to notify that User thinks it's important to protect the privacy of the Client and/or Payer and/or Recipient and/or Ambassador and/or Visitor and/or Third Party and/or MGM Supplier and/or Sponsor. In order to comply with applicable legislation such as the GDPR (AVG), User has created a "Privacy Policy".
2. By using the products, services, website or otherwise of User or of parties with which User co-operates to support the products, services, website or otherwise of User, to improve or (partly) making things possible, the person whose privacy the User intends to protect and is mentioned in Article 30 paragraph 1, agrees with the use of the (personal) data that the User or a party mentioned in this article 30 is or is going to collect in accordance with the User's Privacy Policy.
3. The Privacy Policy will be shown – just like this GTC – by User on its website. Article 33 applies accordingly.
4. In the Privacy Policy User gives the opportunity to take note of what personal information is collected, how and when user may share this information with others, and what the rights of the group(s) referred to in Article 30 paragraph 1 are.

As you can read there, the basic rights are :

- right to view
- right to change
- right to delete
- right to transport your personal data

5. User will make aware the group(s) mentioned in article 30 (1) of this collecting of personal data by referring to this habit when applicable and when practically and reasonably possible to User, in addition to the GTC and the existing Privacy Policy. When possible, use will be made of references and/or check-boxes. In addition, the User will keep a register in which every privacy-related action is accounted for.
6. User makes use of these GTC to inform the group(s) mentioned in Article 30 (1) as clearly as possible.
Besides that, User has drawn up a "Privacy Policy" which can also be found on Users' website. Additionally User uses a Register.
7. Data may be collected by User via both automated and/or (partly) non-automated means.

Storing of Data geographically

8. The information that User collects in connection with the services and products of User is hosted on servers in the United States (U.S.A.) unless otherwise specified, and can be processed and/or is accessible within or outside the European Economic Space by User and/or its service providers in the broadest sense of the word.

By making use of the Products and/or Services and/or Website of the User, the group(s) mentioned in Article 30 (1) authorize User, and/or the by User used service providers in the broadest sense of the word, voluntarily and explicitly to export and/or store and/or use the personal information of the group(s) referred to in Article 30 (1) in and/or outside the European Economic Area if this seems desirable and at the opinion of User.

Information that may be collected

General

9. User strives to collect as little personal data as possible, to estimate per situation.
Saving of personal data should be of sufficient added use.
In doing so User actively attempts to reduce the risk that the personal data of the group(s) referred to in Article 30 (1) may be misused.
Only the personal data needed to give this group(s) an as good as possible experience and have a valid "legal ground" will be retained.
10. As a result of this, the personal data of the group(s) mentioned in Article 30 (1) will not be provided to Third Parties, unless this action complies with what is stated in this article, and/or when this results from the nature of the action or can be expected.
Again, User will keep the transmission of personal data as limited as possible (at the opinion of the User).
11. User is committed to being as clear as possible to the group(s) mentioned in Article 30 (1) regarding their personal data.
For example, sometimes the consent of the group(s) mentioned in Article 30 (1) will be asked for if possible and can be asked for in reasonableness giving the circumstances.
12. The personal information that may be collected by User is stated in Users' "Privacy Policy".
This is available on Users' website.

Cookies

13. The User is free to use any Cookies. User must inform Visitor at least once at the start of its visit to the website of User.
A cookie is a small file that will normally be stored in the internet browser of the group(s) mentioned in Article 30 (1) and will contain information that will be able to recognize this group(s) in case of an possible renewed visit, or otherwise to enable the best possible use.
14. By using Users' website, the group(s) mentioned in Article 30 (1) agree that cookies may be stored in the browser of this group(s) by User or others.
User may use this to improve its business operations and/or improve the experience.
The in Article 30 (1) mentioned group(s) hereby agree and understand that the experience of one person does not always equal the experience of another person ; differing experiences can be expected.
The group(s) as mentioned in Article 30 (1) accept by visiting the website, that this experience may not be to his or her liking.
15. The group(s) described in Article 30 (1) accept by using the website of User, that they are aware and accept that the mere use of Users' website implicates that software that is used by User may

also place cookies. This may give the situation – among other things and not necessarily only – that targeted advertisements will show up.

16. User is of the opinion that the group(s) as mentioned in Article 30 (1) must be met as far as possible in its wishes regarding this functionality as far as can be asked for of User in its position and in all reasonableness.
User hereby takes the position that if the group(s) mentioned in Article 30 (1) don't think cookies are undesirable, they don't have to take action.
User hereby takes the position that if the group(s) mentioned in Article 30 (1) think cookies are undesirable, they can block it among others by :
- www.disconnect.me preventing the loading of cookies made by third parties.
 - Activate or De-Activate the ability to use cookies and tracks in Chrome and Firefox (i.e. in Visitor's own browser).
 - Remove cookies from the Visitor's own browser, either in general or per unwanted internet address.
17. The group(s) mentioned in Article 30 (1) will at the time of their first visit engage a warning that Users' website may use cookies.
The group(s) mentioned in Article 30 (1) can click to (partially) decline these cookies, or to neglect this message, to agree, and to proceed with the use of Users' website.
When the group(s) mentioned in Article 30 (1) accept the cookies, they authorize User to use cookies and/or similar techniques to collect, store and process (personal) data in accordance with Users' "Privacy Policy".
If (some of) the cookies are not accepted, the website may be incomplete in this specific experience ; this is a risk the group(s) mentioned in Article 30 (1) voluntarily take(s). User is not liable for whatever consequence this may have.
18. Regarding the type of cookies User may use, User refers to its "Privacy Policy".
If no notification regarding Cookies appears on the User's website, the User is not using Cookies or the User is not aware that Cookies are being used.
19. For the further Cookie-policy, User refers to its "Privacy Policy" which are an integral part of these GTC.
20. Regarding questions about cookies, Visitor can ask questions via the e-mail-address mentioned in these GTC.

Customer / Visitor – Survey(s)

21. At the opinion of User, the User will, if possible, conduct customer/visitor-survey(s) (for themselves).
Participation in these surveys is entirely without any obligation.
However, a decision not to participate in the investigation may result in the situation that the group(s) as mentioned in Article 30 (1) won't have the same total experience participants will have.
22. The personal information of the group(s) as mentioned in Article 30 (1) will remain subject to the rules of privacy and protection as laid down in the "Privacy Policy" of User, as well as these GTC and the Register of User.
23. When User cooperates with self chosen service providers at the service of User, User will also attempt to protect the personal information of the group(s) mentioned in Article 30 (1) in accordance with the "Privacy Policy" of User.

Social Media

24. In case User uses social media buttons, these may collect the IP-addresses of the group(s) mentioned in Article 30 (1).
These buttons and/or other software may be delivered and/or activated by a third party, or can be directly stored at the website of User.
The interactions of the group(s) mentioned in Article 30 (1) are governed by the “Privacy Policy” of the supplier/company who provides this feature.
User can't accept any liability for this feature. By using the website the group(s) mentioned in Article 30 (1) understand and agree that User doesn't have any liability whatsoever.

Information to Third Parties

25. The group(s) as mentioned in Article 30 (1) agree that User is not liable when data or personal information reaches Third Parties and/or Parties with which User cooperates.

When data or personal informaties reaches Third Parties and/or Parties with which User cooperates via websties of these Part(y)(ies), the group(s) as mentioned in Article 30 (1) agree that these website are not the property of User and that User is not the decision-making authority for these websites.

Article 30 (31) is nevertheless applicable.

In this case the group(s) mentioned in Article 30 (1) are advised to consult the “Privacy Policy” of the owner of that website before entrusting personal data or information tot hem.

26. User is permitted to pass on personal information from the group(s) mentioned in Article 30 (1) to Third Parties if this is deemed necessary by User for the execution and/or performance of the task given by these group(s) to User.

Storage of Data

27. User refers to Article 30 (8) as the geographical location of the stored data is concerned.
28. As the types of data storage are concerned, User refers to Users' “Privacy Policy”.

Use of Information

Personal Information

29. User may store Personal Information concerning the group(s) mentioned in Article 30 (1) especially but not exclusive with regard to invoicing and/or administration and/or service and/or support and/or identification and/or accessibility and/or creation of a possible account and/or if there is any other legal ground available as mentioned in the GDPR (AVG).
30. User may analyze this information to determine whether needs and/or promotion and/or service can be improved or met in a better way than present.
User is also allowed to collect and/or use non-identifiable information and generalized information to compose profiles which can then be used to enable promotion, better services – among other things – to make.
31. User will take reasonable precautions if necessary to provent unauthorized access tot he personal data of the group(s) mentioned in Article 30 (1). For this reason, User may use – if necessary measured by Users' own vision – the asking of additional information to make identification possible in the situation the group(s) mentioned in Article 30 (1) want further information about their account details.

32. User may collect information to improve the security of the website or to keep it as optimal as possible, like – for example, but not exclusive – IP addresses and the communication of the group(s) mentioned in Article 30 (1) with the website.
33. User is permitted to store personal information about the group(s) mentioned in Article 30 (1) in its Database. This requires that the storage of the personal data comply with the rules of the GDPR (AVG) of a permitted legal ground.

Log Files, IP-addresses and E-mail

34. User may use IP-addresses to analyze trends, manage the website and server(s) and secure access to optimize security, and to collect broad demographic information for general internal use. IP-addresses are not linked to personally identifiable information. However, it is possible that personal information of the group(s) mentioned in Article 30 (1) may be included in the log files as a result of normal functioning of IP addresses and internet surfing. Additionally, it may be possible that in certain situations IP addresses are inserted in automatically generated e-mail to User. Users' "Privacy Policy" is designed to split the e-mails with personal data into "mandatory" (for example, but not exclusive, in the case of tax and/or legal requirements) and "non-mandatory".

Investigation Information

35. User may use the personal information for "follow up" regarding the received information out of investigations applied to group(s) mentioned in Article 30 (1) to improve and/or solve internal issues or issues with the Service Provider(s) of User. Additionally User is allowed to respond to (personal) information voluntarily given by the group(s) mentioned in Article 30 (1).

Partners on Products and Services

36. When a transaction is made by one of the group(s) mentioned in Article 30 (1), the customer implicitly agrees with the delivery of the necessary personal information to partners of User regarding products and services whenever User uses such partners in order to enable these partners to deliver their part of the total performance.
37. However, User will never make more personal information available than is deemed necessary with regard to the relevant transaction/execution to guarantee privacy as much as possible. These GTC may however state otherwise due to reasons mentioned. These GTC are (nevertheless) applicable.
38. User always will conclude so-called processor agreements with these processors – without having to make them public – and will try to be as vigilant as possible with regard to guarding the privacy of the group(s) mentioned in Article 30 (1).

Contacting regarding Information, Newsletter and/or Commercial Actions

39. User may use the personal data and information provided by the group(s) mentioned in Article 30 (1) to e-mail Users' newsletter to the (primary) e-mail address of the group(s) mentioned in Article 30 (1) present in the administration of User, or to inform this group(s) about other products or services or important information that User believes may be of interest to this/these group(s).
40. User will always give the possibility – insofar as applicable – to the group(s) mentioned in Article 30 (1) to unsubscribe from these options. User refers to Article 30 (62) regarding this matter.

Releasing Information

Testimony

41. If User has received permission from the group(s) referred to in Article 30 (1), User may submit an individual testimonial on its website.

This also applies to implicit consent, which applies to information filled in by these groups on the User's website that shows an assessment. Sufficient anonymization will always take place.

This consent continues until the group(s) mentioned in Article 30 (1) withdraws this permission in writing and had come to the attention of User. User refers to Article 30 (62) and Article 30 (63).

Partners

42. When a transaction is made by one of the group(s) mentioned in Article 30 (1), the customer implicitly agrees with the delivery of personal information to partner(s) regarding the fulfillment of their part of the product and service.

Information that might be entered on a payment portal, a so called "Payment Gateway", will always be entered externally and must be (legally) secured by this external party. This is the case, for example, with a bank transfer that is secured by the bank, or in case of a payment via PayPal or Ideal. User saves this type of payment data – except for the information needed for its own bookkeeping – not on the own website.

43. However, User will never make more personal information available than is deemed necessary with respect to the relevant transaction/execution to guarantee the privacy as much as possible.
44. User will always conclude so-called "processor agreements" with this processor – without having to make them public – and will try to be as vigilant as possible with regard to the guarding of the privacy of the group(s) mentioned in Article 30 (1).
User will only make this information available to these partners if they agree to maintain the privacy and only use it for purposes as mentioned in Article 30 (42).
These partners will not be entitled to use the personal information for their own marketing goals unless these are acquired by them via a right risen in their own environment.
45. User explicitly states that the personal information can be accessed, stored and/or processed by this partners or others acting on their behalf, in the EU or at locations outside the EU.
The group(s) mentioned in Article 30 (1), expressly and unconditionally consent to this possibility.
46. User is not liable for any breach of the privacy of personal data that might arise as a result of and/or under control of partners of the User, or others that acquire personal data via this partner(s).

Online Advertisements

47. User will not voluntarily share any personal information about individual customers with advertisers, unless consent to do so was obtained.
User may show online advertisements and may show aggregated non-identifiable information of customers which are obtained through the registration process or by online contact.
In some situations, we may use this aggregate non-identifiable information to provide custom advertisements.

Customer surveys

48. User may disclose personal information obtained by customer surveys to trusted third parties or parties with which user cooperates, to develop products and/or services of which User has the opinion that they might be of interest to the group(s) mentioned in Article 30 (1).

However, User will never make more personal information available than is necessary so that the privacy can be respected as much as possible.

User will always use Processor Agreements regarding these parties, and will try to be as vigilant as possible to protect the privacy.

User will never disclose more personal information than is necessary according to Users' own opinion.

Legal Grounds

49. User can get/give access, retain and/or share that personal information of the group(s) mentioned in Article 30 (1) from/to companies, organizations, official authorities and/or individuals, when User is of the opinion that on grounds of good trust, legal rules, or any other legal ground(s) concerning, for example, the GDPR (AVG) is necessary and/or desirable.

50. The situation described in article 30 (49) may include - but is not limited to - responding to subpoenas, court orders, or other judicial processes.

User may also have/give/obtain access, retain and/or share that information regarding group(s) referred to in Article 30 (1) needed to :

- (1) To serve the User's rights
- (2) Take action on (suspected) fraud or other illegal activities
- (3) Prevent death or (further) serious physical damage to a person
- (4) Investigate and Act on (possible) breaches concerning these GTC or specific agreement
- (5) To implement or maintain GDPR (AVG) law.

Saving Period

51. User generally applies the rule that the personal data will be retained by User until the groups mentioned in Article 30 (1) remove and/or modify their personal data (automated parts) and/or inform user that personal data should be removed and/or modified via the e-mail-address of User as displayed on Users' website and in this document (non-automated parts).

52. Personal data that are mandatory or relevant according to legal rules and/or User must retain, will be retained for at least the period necessary according to these legal rules.

For each data type, User will maintain a policy regarding these periods.

Options

General

53. Anyone of which User keeps personal information has the following options with respect to his or her personal data :

- (1) View/Access
- (2) Change
- (3) Delete or Having Deleted by User ; the right to be forgotten
- (4) Data Transport

In the event that there are multiple registrations under the same e-mail-address, then there may only be a change or deleting of this particular registration ; a request for every change or deleting

for each particular registration may be necessary.

After unsubscribing, no new messages will be sent to the relevant e-mail-address without a new registration received, unless this arises from necessity arising from legal obligations of the User.

54. The viewing, changing, deleting or transport of the personal data has no retroactive effect ; it can't have consequences for actions of situations that already exist.

55. Personal data that are relevant in relation to legal grounds, such as – for example, but not exclusively – tax rules, will not be changed because User does not want to violate legal rules and/or legal rules/grounds as laid down in the GDPR (AVG).

View / Access

56. User will enable the group(s) mentioned in Article 30 (1) to view their personal details
This will only apply if personal data have been left behind to User.

User may have (partially) automated this possibility so the interested ones can personally view his or her personal data. User may have (partially) not-automated this possibility ; in this situation an e-mail can be sent to User with the request to view their personal data.

User will only provide this personal information if the requester has sufficiently legitimized/identified themselves to the opinion of User.

A request via an e-mail-address that corresponds exactly to the e-mail-address known to User, will in any case be accepted as sufficient identification, unless User has obvious and unmissable reasons to assume that this should not be a sufficient identification.

User points out that the possibly automated part(s) and the possibly non-automated part(s) may vary in purpose and therefore can contain different information.

User points out that if it is considered desirable, the request for viewing of personal data from both automated and non-automated parts is required for both parts.

Modify / Change

57. User will enable the group(s) mentioned in Article 30 (1) to change their personal details.
This will only apply if personal data have been left behind to User.

User may have (partially) automated this possibility so the interested ones can personally change his or her personal data.

User may have (partially) not-automated this possibility ; in this situation an e-mail can be sent to User with the request to change their personal data.

User will only change this personal information if the requester has sufficiently legitimized/identified themselves to the opinion of User.

A request via an e-mail-address that corresponds exactly to the e-mail-address known to User, will in any case be accepted as sufficient identification, unless User has obvious and unmissable reasons to assume that this should not be a sufficient identification.

User points out that the possibly automated part(s) and the possibly non-automated part(s) may vary in purpose and therefore can contain different information.

User points out that if it is considered desirable, the request for changing of personal data from both automated and non-automated parts is required for both parts

Delete

58. User is permitted to send invoices, information, newsletters and commercial actions to the group(s) mentioned in Article 30 (1) in particular to those who have subscribed and/or reacted and/or bought.

The group(s) mentioned in Article 30 (1) are – when they are identified properly enough – permitted to (un)subscribe, with the personal data being deleted for those special and/or general items.

User points out that the group(s) mentioned in Article 30 (1) may not be able to (have) remove(d) their personal data as a result of legal rules or other compelling or permitted reasons.

User will enable the group(s) mentioned in Article 30 (1) to (having) delete(d) their personal details if they request so.

This will only apply if personal data have been left behind to User.

User may have (partially) automated this possibility so the interested ones can personally delete his or her personal data.

User may have (partially) not-automated this possibility ; in this situation an e-mail can be sent to User with the request to delete their personal data.

User will only delete this personal information if the requester has sufficiently legitimized/identified themselves to the opinion of User.

A request via an e-mail-address that corresponds exactly to the e-mail-address known to User, will in any case be accepted as sufficient identification, unless User has obvious and unmissable reasons to assume that this should not be a sufficient identification.

User points out that the possibly automated part(s) and the possibly non-automated part(s) may vary in purpose and therefore can contain different information.

User points out that if it is considered desirable, the request for deleting of personal data from both automated and non-automated parts is required for both parts.

Data-transport

59. The group(s) mentioned in Article 30 (1) whose personal data have been collected by User and who want their personal data to transport to another person and/or identity, can give notice to User about this wish.

User will cooperate with this transfer insofar as there is no legal restriction (for example, but not exclusive, fiscal legislation), and to the extent that there is express written agreement on the method of data transport.

Public Character

60. User points out that anyone who leaves personal information on the internet, public areas or websites, by doing so transform the personal information to public information. User therefore is giving the alert of importance of caution in these situations.

61. Especially regarding testimonials, User indicates that these testimonials will be removed and/or adapted on Users' website if requested to do so via the same e-mail address used for giving consent.

In some cases, however, User doesn't want and/or isn't able to comply with the request for removal and/or adjustment, in which case User will let you know why User is unable to do so.

However, in case of a testimony, User will always try to realize adjustment and/or removal of the

specified personal information.

With regard to the speed of processing, reference is made to Article 30 (63).

Information - Methods

62. User can be informed by the group(s) mentioned in Article 30 (1) via the specially developed website page : <https://martinvanschoutenarchive.com>, or via e-mail martin@martinvanschoutenarchive.com or (if sufficient according to the wishes of the group(s) mentioned in Article 30 (1)) via the website pages concerning the possible specific account of mentioned group(s).

Time required

63. Requests made to User may take some time to be implemented.
User will implement the change or deleting – when justified – in 1-7 days (in approximately 90% of the situations). However, in some cases User is entitled to a longer term, namely within 60 days (in about 10% of the situations).
The group(s) mentioned in Article 30 (1) give explicit consent to User to act this way when passing on their personal details and waive any rights of themselves whatsoever regarding this periods.

Security

64. User will use technical and organizational measures to prevent loss, misuse, alteration and not-allowed disclosure of information.
User will do so by the best of his ability, knowledge and circumstances according to Users' own standards and insight.
User strive to protect the website and the associated software tot he best of Users' ability and knowledge and circumstances as well as possible.

65. The group(s) mentioned in Article 30 (1) agree totally, by using the website, services and/or products, expressly and unambiguously with the way User has arranged the Privacy and Security. User guarantees that, if required by the GDPR (AVG), i twill keep a register with regard to the personal data processing.
The group(s) mentioned in Article 30 (1) (including Third Part(y)(ies)) indemnify User of all claims regarding the not (correct) compliance with this obligation to register.

Age

66. User strives to do business only with persons who can do so legally and who have reached the "age of distinction".

Reseller

67. In addition to all provisions in this GTC, Article 67, Article 68, Article 69 and Article 70 only apply to parties with whom User collaborates (other than in the capacity of a customer of User), for example Galleries or other companies or institutions.

68. User may collect information upon information by resellers, while in principle there is no direct relationship between User on the one hand and the individuals whose personal data have been provided, processed or obtained by these resellers.
Individuals who wish to have access to personal data, or wisht to change or delete them, must submit their request to the reseller.
When the reseller requests the User to delete or modify the personal data, User will respond to such written request within 60 days.
Acting by User is only possible when such data are available to User.

69. If there is an approach of an individual (or company) by one of the Resellers of User, and this approach is no longer desired, the individual (or company) should contact the reseller directly from which the approach originates.

70. User will contain personal data that is processed because of Users' resellers as long as this is necessary to be able to implement the services falling under the relationship between User and reseller.

User will retain and use any personal information required to comply with Users' legal obligations, resolving complaints and for implementing the agreements.

Course

71. In the event a course is used by Visitor, the information the Visitor lets, will be stored in a secure environment as much as possible.

The data will be only transparent to (employees of) User and only insofar (employees of) User have an interest to view this information in the context of his/her function.

Personal details will never be actively published without the student's permission, with the exception of an autoresponder that arranges the e-mail traffic with the student, and/or for other permitted purposes (including a backup).

Of course, processor agreements and/or other security measures will be taken in this context when necessary.

Message Data Leak

72. In the event of infringement on and in connection with personal data, User will do his utmost to report this to those concerned, including the group(s) mentioned in Article 30 (1) insofar as concerned and the service providers User makes use of insofar as concerned, but no later than within 72 hours after this has actually become known to User (not "could have been known").

Those affected can then assess whether or not they will inform the supervisory authorities.

User himself will in any case inform the supervisory authorities and service providers concerning a specific issue.

The obligation to report includes in any case :

- reporting that there has been an infringement (insofar as known to User)
- reporting what the cause was (insofar as known to User)
- what the result is (now or expected and both as far as actually known or to be estimated by User)
- what the proposed solution is (to be estimated by User)
- contact details for the follow-up of the report
- who has been informed (such as supervisor, affected parties, partners/service providers/processors etc.)
- what the measures already taken are (if applicable)

73. In the situation as described in Article 30 (72), User will do his best to its ability – regarding its own circumstances – endeavour to provide the necessary information.

74. By "infringement on and in connection with personal data" is meant the breach of the security of personal data, which by accident or by unlawfully action leads to destruction, loss, unauthorized access to personal data, modification and/or unauthorized provision of personal data.

75. If required by legal rules, User will cooperate in informing the relevant authorities and possibly involved parties insofar as this is sufficiently known to User.

Article 31 – Licenses

1. If User issues licenses for use by another of products and/or services, User shall hereby specify the specific conditions for this :
 - Duration of Use
 - Price of Use
 - Place where use is allowed
 - Technical means with which the use is allowed
 - Purpose of Use
 - Subject of the license
2. User's counterpart, when entering into the agreement, already gives consent to User, with this permission being part of the agreement, to store the data as mentioned in paragraph 1 in its administration.
3. In the case of infringement of this license beyond the limits of the license, the counterpart of User or the actual User of the license shall be guilty of an immediately payable penalty to User of € 10,000,- per day that this violation continues. This does not affect the right of User to claim termination of use outside the license at the courts and to claim compensation, whereby the penalty described in this article is not a part of the further consideration of this compensation. These GTC explicitly applies.

Article 32 – Liability

1. If User is liable or may be held or prosecuted to be liable, then this liability is limited to what is regulated in this GTC in general and/or in article 32 and article 33 In particular.
No other provision can be detrimental to this, even if it is enshrined in an agreement between the parties and even if possible from later date.
Client and/or Ambassador and/or Sponsor and/or Visitor and/or directly and indirectly involved Third Party(s) will also waive the use of any right arising from law, use, custom, jurisprudence etc. with respect to the liability of the User or the amount of the liability.
2. If User is liable for direct damage, the liability is limited up to twice the amount of declaration, with a maximum of € 500,- (in words: five hundred euros), as well as up to a maximum of the actual damage suffered. The lowest of these maxima applies.
Liability shall at all times also be limited to the maximum amount of the benefit to be provided by the insurance company / underwriter of the User.
Client and/or Ambassador and/or Third Party(s), if any, are aware that the liability of User will never exceed € 500,- per written agreement or from any other agreement (webshop included). Verbal or non-expressly agreed written agreements will be restricted by User to the lowest minimum possible number.
User will strive to record everything in writing.
3. Contrary to the provisions of article 32 (2), in the case of a contract with a longer period than six months, the liability of the User shall be limited to the fee portion payable over the last six months. The lowest of the amounts mentioned in this article 32 will be, where appropriate, definitively applicable.
4. "Direct damage" shall mean only :
 - The actual costs incurred by this injuring fact, or the alleged costs arising from the injuring if the actual costs are not to be attainable anymore, or not within a period of time which the User seems usual.
 - The reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions.
 - Any reasonable costs incurred to allow the alleged defective performance of User to respond to the agreement, unless it cannot be attributed to User.
 - Reasonable costs, made to prevent or limit the damage, as far as Client proves that these costs

have led to the limitation of direct damage as referred to in this GTC in general and/or this article in particular.

5. User shall never be liable for indirect damage, including cosequential damage, lost profits, missed savings and damage from business stagnation and/or other cases not covered by article 32 (4). User shall always be freed by the Client and/or Ambassador and/or Sponsor and/or Visitor of any indirect damage, whether or not caused by User, even if previously or later otherwise agreed to and/or resulting from the GTC of Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor.
The GTC of Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor are always automatically declared ineffective in the event of consequential damage in general and insofar as the GTC of Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor are contradictory to the GTC of User.
The GTC of User is the only applicable GTC that applies to a situation where User is involved, especially in the case of a conflict of GTC's.
In this case, consequential damage to Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor is declared non-applicable, whereby this declaration has an irrevocable character.
User's liability towards Recipient is also declared inapplicable because the Recipient is deemed to have taken over the original rights of Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor.
6. The limitation of liability for direct damages contained in this GTC does not affect the obligation of User to endeavour to reach a mutually acceptable solution. However, this is not enforceable in or outside a judicial environment. Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor therefore expressly waive this possibly by entering this agreement.
7. Liability of User shall be denied by Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor, when it concerns anything other than the liability resulting from the effort obligation of User.
This article 32 (7) should be seen in the light of this whole article in particular, article 4 in particular and the entire GTC in general.
8. Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor will set User free, for any claims of Third Party(s) who/which suffer damage in connection with the execution of the agreement and which are attributable to Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor.
Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor also set User free in case of any claims by the Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor themselves, which could result from activities undertaken in interaction with Third Party(s). Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor are aware of the fact that any contact between Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor on the one hand and Third Party(s) on the other hand, will be for own account and risk.
9. User is not liable for damage, of any nature whatsoever, by the fact that the User has assumed false data to be correct when these data are provide for by Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor.
If the inaccuracy or incompleteness was to be known by User, the liability is by any means limited to the maximum stated in this article.
10. User shall not be liable whatsoever, when User uses its network to try to serve the interests of others, although this would not be the wished for by the person, company or institution or whatsoever for whom the User tried to serve their interests.
11. User is not liable for any given information whatsoever. It concerns an effort obligation ; article 4 will also apply here. Even if a Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor considers itself to be insufficiently and/or incorrectly or otherwise improperly be handled, informed and/or enlightened, then the Client and/or

Ambassador and/or Sponsor and/or Third Party and/or Visitor agree that only the Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor themselves will be liable and are assumed to take over any liability of User as if it were the liability of Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor itself.

12. When the situation as defined in this GTC "involvement of a Third Party(s)" occurs, then User is not liable at all and shifts any claim to the Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor or the liability on the side of User is totally void.
User will never be liable outside of what is strictly agreed between Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor on the one hand and User on the other.
The liability can never go beyond the effort commitment of User, this GTC, and what is nominally stated in article 32 of this GTC in particular.
13. If User hires/enables a Third Party(s) with whom User has or has not concluded a contract, the activities that the Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor undertakes with that Third Party(s), are entirely outside the legal relationship between the Client and User, between Ambassador and User, or between Sponsor and User, or between Visitor and User or between Third Party(s) and User. In these situations, the User will explicitly never be liable.
The amount of any compensation will never exceed what is stated in this GTC.
14. User may, with the exclusion of others – including the other party, Client, Ambassador, Sponsor, Visitor, Third Party (s) or judicial power or other organizations or otherwise – deviate from the foregoing in favor of the Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor.
However, it is – and here the counterparty and/or Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor expressly agree by entering into the agreement (which is proven by conclusive payment in any case except as stated under "quotation") – only to User to decide upon this. If nothing is additionally agreed on this subject, article 32 and this GTC will apply unabridged.
15. Damage resulting from the use of the User's website and/or applications connected or placed on it, shall also not be considered to be part of the responsibility and/or liability of the User.
16. The provisions of this article apply accordingly to other parties, such as, but not limited to, Sponsor(s), and other persons with whom User has a (supposed) legal relationship.

Article 33 – Force Majeure

1. User is not obliged to comply with any obligation, if User is hindered to do so as a result of a circumstance that is not attributable to User:
 - Under the law and/or
 - Pursuant to a legal act and/or agreement and/or
 - In accordance with the general accepted rules and/or
 - Wrong information provided
 - Force MajeureIn addition, the Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor agrees explicitly that the User has an obligation of effort obligation only ; these GTC are fully applicable.
2. Under force majeure, this GTC means, in addition to what is understood in law and jurisprudence, all causes from the outside, foreseeable or unforeseeable, regardless of whether or not the User is accused, on which User has no influence or insufficient influence, but which is the cause that User is able insufficiently to fulfil User's obligations.
Work strikes in or outside the company of User, sickness, disability, death, traffic, suddenly dropped delivery, disaster of any kind, unexpected delivery times, a failing website are some examples that fall under the term force majeure.
However, the operation of this article also extends beyond this limited enumeration.

3. User also has the right to invoke force majeure when the circumstance that prevents (further) fulfilment occurs after User has had to fulfil its obligations. In that case, the User is not liable at all towards Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor.
4. Parties may suspend obligations under the Agreement during the period of force majeure. If this period lasts longer than two months from the moment on the force majeure is known to both parties, each of the parties shall be entitled to dissolve the agreement without any obligation to compensate for damage to the other party.
Payments already made to User are nevertheless valid and non-refundable. It is at the discretion of User to possibly deal with this differently.
Force majeure must be made sufficiently plausible in writing to the other party.
5. To the extent that, in the event of the force majeure, the User has already partially fulfilled its obligations under the agreement or will be able to fulfil them, and the part complied and/or the part to be complied with has a certain value on its own, User shall be entitled to declare separately the part fulfilled or to be fulfilled respectively.
The provisions of this GTC shall apply.
Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor is obliged to comply with this declaration as if it were a separate agreement.
The adoption of is exactly the fulfilled part, is entirely to User, if possible after consultation with Client and/or Ambassador and/or Third Party (s).
This article 33 (5) is without prejudice to the standard payment being a prepayment.
6. The Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor dismisses itself from the right to invoke force majeure in the event of Sponsoring/donating. The Sponsorship fees and/or donations have been transferred definitively to the User's account and ownership at the moment that the Sponsor money and/or donations have been transferred to the User's account and can be seen on its accounts by User. User will try – during the Sponsorship contract – to respect the rights and interests of Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor.
7. If the circumstance of Sponsorship/benefit/donation of article 33 (5) is eminent, and the Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor is entitled to a right of logo and/or link entry on the User's website by agreement to do so, but due to internal or external technical or other causes known to User this right cannot be fulfilled, User is not liable and can invoke force majeure.
The User has the right, in exceptional situations and to the satisfaction of a moral obligation on him, to move with the website to another provider and thus bring about the logo-link-listing. For this purpose, however, User is not obliged to the Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor to do so.
8. In the event of death or (partial) incapacity of the User, the Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor can't exercise any right whatsoever as regards the obligations of User.
This also applies in case of death of User with regard to the relatives or partner(s) of the User.
This concerns the expiry of any remaining right of the Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor in relation to the aforementioned circle of User in respect of a do, not-do, omission, payment or any other obligation

Article 34 – Research, Complaints, Reach

1. Complaints about the work performed must be reported in writing by the Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor within 14 days after discovery, but not later than 14 days after completion of the work in question to
User via the well-known e-mail address as mentioned on the User's website or in the salutation of this GTC.
The complaint must be as detailed and clear as possible as regards the situation, the shortcoming,

and so on, so that User is able to respond adequately.

2. User will try to conduct an investigation into the merits of the complaint.
3. When a complaint is regarded justified, User will still perform the work as agreed, unless this is now clearly useless to Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor, or is impossible or unreasonable at the moment in the vision of the User.
4. User on the one hand and Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor on the other hand, will, as much as possible, try to take into account one another's justified interests.
This does not affect the right of User to decide entirely independently whether or not to comply to the complaint.
5. When the complaint and/or effort obligation itself is – to the judgement of the Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor :
 - is not adequately remedied
 - impossible or virtually impossible or pointless to remedy
 - is not treated at all by User
 - otherwise insufficient or unsatisfactorythen User shall not be further liable than within the limits of the provisions of article 32 of this GTC.
The Other party of User, or a Third Party(s) that should be informed by the other party or a Third Party(s) otherwise directly or indirectly involved, explicitly agree that this provision applies from the moment of entering into the agreement or getting involved in one way or another.
Article 34 (5) in conjunction with article 1, article 32, article 33 and article 39 are to be considered as the core articles of this GTC.
6. User strives to ensure that the products and/or services comply with what has been agreed upon at the moment of purchase.
7. When a delivery takes place in which, in addition to the product and/or service supplied by User, a product and/or service supplied by another than User is supplied, then User is only obliged to ensure the quality of its own product and/or service.
The Client will, for any shortcomings in the product and/or service provided by any other than User, only turn to that other and has nor can have any claim towards User.
8. Complaints must be expressed to User without delay and within 7 days of the finding, in accordance with article 34 Paragraph 1.
9. User will start with treating the complaints as soon as possible, but at the latest within 60 days and the treatment includes at least:
 - Notification of receipt
 - Period of effort to give a response/solution or an indication to do so
 - Reaction/Solution
10. Complaints should always be submitted to User this way. In this way, User can strive to reach a solution amicably.
If the complaint cannot be resolved amicably, then the parties must agree to choose a – providing a binding or non binding judgment – mediator.
If this is not possible, the parties can go to court. The rules of this GTC should be observed in this judgment. Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor agrees that User's GTC is binding in all cases as is stated in this GTC.
11. The complaint must always contain:
 - an unequivocally formulated substantive complaint
 - date

- name
- signing
- all other elements relevant to the complainant ; this allows the User to form an image of the complaint and form a judgement as balanced as possible and strives for the best possible customer experience for the complainant, insofar as that is within reasonable reach of User.

12. Complaints do not suspend the obligations of the parties unless otherwise agreed in writing by the parties.

Article 35 – Modification, explanation and location of the GTC

1. These conditions are possibly deposited at the office of the Chamber of Commerce in Arnhem, Kroneburgsingel 525, P.O.Box 9292, 6800 KZ, Arnhem, the Netherlands.
2. These conditions can be found by default on the website of User.
A non-working or non-correct website can not be charged to User.
When applicable, the request to send this GTC to (upcoming) customers may be requested by e-mail.
3. In case of interpretation/explanation of the content and scope of this GTC, the Dutch text is always decisive ; translations only seek to improve the understanding for others than the User, but the Dutch text is – in case of doubt and/or conflict – decisive.
4. The decision which GTC applies is determined by this GTC in general.
5. Each Client and/or Ambassador and/or Sponsor has the right to receive the GTC while giving an order to User.
User will:
 - possibly deposit the GTC at the Chamber of Commerce as defined in article 35 (1).
 - publish the GTC (if possible) on its own website, as defined inter alia in article 35 (2) (technical imperfections aside)
 - Sent the GTC when the contract is concluded, confirmed by the invoice.

Article 36 – Disclaimers

1. The Client and/or Ambassador and/or Sponsor will set User free for any liability stated by Third Party(s), and/or by Client and/or Ambassador and/or Sponsor himself, with respect to rights of intellectual property in case of distributed materials or data used in the execution of the contract.
2. If Client and/or Ambassador and/or Sponsor distributes or has distributed or has provided to User, information carriers, electronic files or software etc., Client and/or Ambassador and/or Sponsor guarantee that these information carriers, electronic files or software are free of viruses and defects, or otherwise that may cause harm to User.
3. Devices or materials that are harmful, potentially harmful or of which can be proven in hindsight that they are harmful and/or have been, work for the benefit of User in the sense that User is not further liable than listed in article 32 in particular and in this GTC in general, while User can held liable Client and/or Ambassador and/or Sponsor and/or Third Party(s) (whether directly involved or not) and or Visitor, in spite of the possibility that one or more provision(s) in their GTC state otherwise.

Article 37 – Disputes

1. The court in the place of residence of the User, or the judge under which the place of residence of the User is allocated, will be exclusively competent to take notice of disputes. Nevertheless, the User has the right to submit the dispute to other competent court or authority in accordance with the law. This also applies if the Client and/or Ambassador and/or Sponsor is located abroad. The Vienna Sales Convention of 1980 c.s. is declared non-applicable by parties.
2. The parties will only appeal to the court after they have made every effort to resolve a dispute by mutual agreement.
This includes the submitting a dispute to a Third Party – other than the parties described in this article – which is/are possibly determined by User. The Client and/or Ambassador and/or Sponsor - in this case – have the right to agree or disagree with assigning this specific Third Party.
If, after repeated attempts by the User, it is determined by User that further attempts to submit the dispute to a Third Party to the vision of User do not make sense or take too long or otherwise, in the opinion of the User, encounter problems of concern, User shall be entitled at any time to submit the dispute to the court which he considers to be competent in respect of this dispute, as described in this article 37.
3. The above applies as well even when the contract or agreement has been entered into with such a party/Client that the agreement has an international character.
4. The preferences for mediators, judges or otherwise to whom a decision may be submitted given by Client and/or Ambassador and/or Sponsor, are valid only if the User expressly agrees to these parties in this specific case in writing. The rules of this GTC will top above any other regulations such as the GTC of Client and/or Ambassador and/or Sponsor and/or a Third Party directly or indirectly involved.

Article 38 – Applicable law

1. On each agreement between User on the one hand and Client and/or Ambassador and/or Sponsor on the other hand, Dutch law applies. Even if the contract has been entered into with such Client and/or Ambassador and/or Sponsor that the agreement has an international character or international traits, Dutch law is applicable.
Only this GTC or a specific agreement signed by both parties will constitute an even stronger indication of the applicable law.
2. Client and/or Ambassador and/or Sponsor expressly agree, that the applicable law in the agreement is expressly determined by User as contained in this GTC in general and article 37 and article 38 as well as article 32 and article 33 of this GTC in particular.

Article 39 – Broom article

1. This article shall not affect the operation of the other articles of this GTC ; the User however may invoke (parts of) this article separately or in combination with (any) other article (s), or not at all, in which this GTC should be considered as a whole and related. The choice is to User.
2. The GTC of User always prevail over the GTC and/or rules of counterparty and/or Third Party (s) even if otherwise stipulated in the GTC of this counterpart and/or Client and/or Ambassador and/or Sponsor and/or Third Party(s) and/or Visitor.
3. To the extent that regulations may indicate otherwise, the GTC of User could show a shortcoming, GTC of Client and/or Ambassador and/or Sponsor and/or Third Party(n) would seem to prevail, law, regulation and/or jurisprudence would appear detrimental to this GTC of User, then the GTC of User nevertheless is always prevailing with the exception of compelling right. Client and/or Ambassador and/or Sponsor and/or Third Party (s) and/or Visitor expressly agree and fully realize, that

the GTC of User is decisive in all situations above the GTC of Client and/or Ambassador and/or Sponsor and/or Third Party (s) and/or Visitor and they will not invoke any other provision and/or regulations as mentioned here.

4. Client and/or Ambassador and/or Sponsor and/or Third Party and/or Visitor are expressly aware that this GTC of User applies to all User's expressions and actions, in general, and to any agreement/purchase concluded with the User, in the Particularly.
5. Numbers, versions etc. used internally and/or externally by User, can be customized if User deems this necessary as a result of User's own management.
User is not obliged to pay or perform any compensation or action whatsoever. User will nevertheless strive to inform the Client when a modification of the numbering occurs. However, no rights can be derived from this provision. However, the User will always strive to place the last copy of the GTC on its website and/or place it at the Chamber of Commerce in Arnhem.
User will strive to characterize the versions of the GTC with a version number. The older versions are held by User and are accessible to parties who have a contract/purchase ruled by an older version number. However, because these contracting parties have received this GTC in the past, with an older version number, the counterparty/contracting party of User – as well as the Third Party(s) with whom User had not concluded an agreement – cannot derive any right, but this is to the judgement of User.
6. In the event of a violation, the counterparty of User or actual causer of damage will be guilty of an immediately payable penalty to User of € 10,000,- per day that this offense or damage causing fact persists. This does not affect the right of User to demand termination of the injurious fact at the courts and to claim compensation, with the fine described in this article not being part of the further consideration of this compensation.
7. It is forbidden to anyone to inflict damage to User. Should any damage arise, of any kind whatsoever, material or immaterial, the User is free to claim compensation. Article 39 (6) will apply as well.
8. User reserves the right to revise or change its GTC at any time and in any way.
9. The revised version of this GTC or the "Privacy Policy" will be indicated by a footnote, and this will be incremental.
10. If there is an intention to change collected personal information, we will inform those of whom we store personal data, which will be prior to the upcoming change, and offer the possibility to unsubscribe regarding such an upcoming changed usage. All this at the discretion of the User as to whether its implementation is appropriate.
11. User is only obliged to make the notification as mentioned in Article 39 (10), if the person concerned is on the mailing list.
When registering on the mailing list, this person/company has already explicitly agreed upon this. For example, the lack of a working e-mail address or the failure to land such an e-mail by such a person/company while the last known working e-mail address is known with User, can not be charged to User.
12. Change to the GTC apply in principle to anyone with whom an agreement has ever been concluded (en bloc).
This will only be otherwise if the newer version of the GTC is so burdensome with regard to this agreement and/or situation to User and/or to any other party(s) mentioned in Article 30 (1), that this can't apply to party(s) as described in the aforementioned.
In the latter case, the Users' GTC applicable during the agreement/situation remains applicable. In both situations described in this Article 39 (12), Users' GTC remains the guiding principle and also prevails if there is a similar provision in any GTC of the other party(s) as mentioned in Article 30 (1) of this GTC.