General Terms and Conditions

In this document you will find our General Terms and Conditions. These are always applicable if you use our services and contain important information for you as a customer. Please read the General Terms and Conditions carefully. We also recommend that you save or print these terms and conditions so that you can read them again at a later date.

For questions you can always contact info@easytrans.co.uk.

General Terms and Conditions EasyTrans Software

EasyTrans Software located in Meppel, The Netherlands
Registered at the Dutch Chamber of Commerce under number: 50725769

Article 1   Definitions
The following terms are defined in the EasyTrans Software Terms and Conditions:

1.1   Supplier: EasyTrans Software
1.2   Customer: The Customer/Defaulting Party of the Supplier
1.3   EasyTrans Software Services: the entirety of the services to be provided by the Supplier, as further described in the EasyTrans Software Agreement
1.4   Agreement: Agreement with EasyTrans Software and the Customer
1.5   Web application: Software program that can be accessed via the internet

Article 2   General
2.1   These terms and conditions apply to every offer, quotation, Agreement of the Supplier and
Services between the Supplier and a Customer to which the Supplier has declared these conditions applicable, insofar as the parties have not explicitly deviated from these conditions in writing. For the purposes of these terms and conditions, written means also: by e-mail.
2.2   If a situation arises between the parties that is not regulated in these General Terms and Conditions, this situation must be assessed according to the nature of these General Terms and Conditions. Deviations from and additions to these General Terms and Conditions are only valid if they have been explicitly agreed in writing.
2.3   If any provision of these General Terms and Conditions is fully or partially void, nullified or contrary to the law, the other provisions of these General Terms and Conditions will remain in full force and effect.
2.4   Supplier reserves the right, at its sole discretion, to fully or partially amend the General Terms and Conditions occasionally. Supplier will give reasonable prior notice through the Website or otherwise before the updated General Terms and Conditions come into effect. Supplier may also alter or discontinue the EasyTrans Software Services, in whole or in part. If the Customer does not agree with the intended changes, the Customer may terminate the Agreement in accordance with Article 6.2. Absent a notice of termination, the Customer is deemed to have accepted the amended General Terms and Conditions.
2.5   All offers or quotations regarding the EasyTrans Software Services are non-binding and revocable.
2.6   The Customer may place an order or Additional Order for EasyTrans Software Services in Suppliers stipulated manner. Each order or Additional Order is subject to Suppliers acceptance. Supplier may accept or reject an order or Additional Order at its sole discretion. The EasyTrans Software Agreement comes into effect on the date on which Supplier sends the Customer a confirmation of the order or Additional Order (the 'Effective Date').
2.7   Supplier sets all delivery periods to the best of its knowledge and observes them as far as possible. Insofar it is maximally permitted under applicable law to stipulate this in the EasyTrans Software Conditions, the Customer is not entitled to any compensation (damages), refund or discount because of a late delivery.
2.8   Any request by the Customer to change the subscription and/or modules will be considered as an Additional Order under Article 2.6. To the extent the Customer requests any reduction, they must explicitly state which specific details and/or modules must be removed. If the Customer does not comply with this obligation to specify, they will remain liable for the monthly fee for this subscription and/or modules.
2.9   The Customer accepts responsibility for choosing the EasyTrans Software Service to achieve their intended results and acknowledges the EasyTrans Software Service has not been developed to meet individual requirements of Customer.
2.10   These conditions have been drawn up in different languages. If there is a difference of opinion about the content or purport of these conditions, the Dutch text will be binding.

Article 3   Remuneration
3.1   The Customer owes a monthly fee pursuant to the Agreement. This fee is further specified in the Agreement. The fee must be paid to the Supplier, unless the parties have agreed otherwise.
3.2   The compensation is due regardless of whether the Customer makes use of the Supplier's Web Application.
3.3   The Customer shall only use the Web Application in accordance with the provisions of these Terms and Conditions.

3.4   EasyTrans Software may, in its sole discretion, make modifications to the Web Application to the extent not in conflict with any mandatory provision. Supplier will notify the Customer in a timely manner of updates and/or upgrades that are relevant to the use of the Web Application.

3.5   The Customer agrees that the Web Application may contain Third-Party Components and Services to which additional licence conditions may apply that impose restrictions on export, import and access. By accepting these Conditions, Costumer agrees to fully comply with all relevant laws and regulations applicable to the use of EasyTrans Software Services in their geographical region.

Article 4   Prices and payment

4.1   All prices and fees applied by Supplier exclude VAT and any other taxes, levies and surcharges of any nature imposed now or in the future by the government or any other competent authority.

4.2   From the Effective Date, the Customer must pay Supplier a fee for the EasyTrans Software Services, regardless of whether the Customer actually makes use of these services. This is separate from any applicable fees for customisation, which will be invoiced separately. If the Customer places Additional orders during the term of the EasyTrans Software Agreement, these will be invoiced pro rata from the moment of actual confirmation and processing of the additional order.

4.3   The Supplier is entitled to adjust the remuneration for the use of the Web Application. Any price changes will be communicated in a timely manner via the website or in any other way. If the price increase amounts to more than 10% and takes place within three months of the conclusion of the Agreement, then only the Customer who is entitled to invoke Title 5, Section 3 of Book 6 of the Dutch Civil Code is entitled to dissolve the Agreement by means of a written statement, unless the Supplier is still prepared to perform the Agreement on the basis of what was originally agreed, or if the price increase results from a power or an obligation on the Supplier under the law or if it has been stipulated that delivery will take place more than three months after the purchase.

4.4   If the Customer does not terminate the Agreement within one month after notification of the price increase, the Customer will be deemed to have accepted the price increase.

4.5   Fees will only be paid quarterly in advance, with the exception of the payment of the first fee at the start of the Agreement, unless explicitly agreed otherwise.

4.6   Unless agreed otherwise, the Customer will pay by bank transfer within 14 days of the invoice date as instructed on the invoice. The Customer must have a bank account with a national or international bank, registered with the local central bank.

4.7   Payment must be made in the currency in which the invoice was made, unless otherwise indicated in writing by the Supplier. The Supplier is entitled to invoice periodically.

4.8   If the Customer remains in default of timely payment of an invoice, the Customer shall be in default by operation of law. The Customer will then owe an interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate will be due. The interest on the amount due and payable will be calculated from the moment that the Customer is in default until the moment of payment of the full amount due. The customer is also obliged to pay the statutory collection costs from the moment he/she is in default.

4.9   If the Customer does not pay fees when due, or if the payment cannot be made for reasons not attributable to Supplier, Supplier will notify the Customer, reserving the right to restrict the functionality of the Web application or to block the Customer's access to the Web application without incurring any liability to the Customer. At Customer's request, Supplier may lift the restriction or blocking of access to the Web Application when the outstanding amounts, plus an additional fee in accordance with clause 4.8, have been paid in full.

4.10   The Supplier is entitled to have the payments made by the Customer go first of all to reduce the costs, then to reduce the interest due and finally to reduce the principal sum and the accrued interest.

4.11   The Supplier may, without being in default, refuse an offer of payment if the Customer indicates a different order for the allocation of the payment. The Supplier may refuse full repayment of the principal sum if this does not include any outstanding and accrued interest and collection costs.

4.12   The Customer is never entitled to settle the amount owed by him to the Supplier.

4.13   Objections to the amount of an invoice do not suspend the payment obligation. A Customer who is not entitled to invoke Section 6.5.3 (Sections 231 through 247 of Book 6 of the Dutch Civil Code) is also not entitled to suspend the payment of an invoice for any other reason.

4.14   If the Customer is in default or in default in the (timely) fulfilment of his obligations, all reasonable costs incurred in obtaining extrajudicial settlement will be borne by the Customer. The extrajudicial costs will be calculated on the basis of what is customary in the Dutch collection practice, currently the calculation

method according to the 'Voorwerk II' Report. However, if the Supplier has incurred higher costs for collection than were reasonably necessary, the actual costs incurred will be eligible for reimbursement. Any judicial and enforcement costs incurred shall also be recovered from the Customer.

4.15   The Customer is liable for all costs, expenses and (financial) damage, including but not limited to lawyer's fees and collection costs, incurred by EasyTrans Software as a result of the Customer's failure to comply with its payment obligations.

Article 5   Quotations and offers

5.1   All quotations and offers of the Supplier are without obligation, unless a term for acceptance has been set in the quotation. A quotation or offer shall lapse if the product or service to which the quotation or offer relates is no longer available in the meantime.

5.2   The Customer guarantees the correctness and completeness of the requirements, performance specifications and other data on which the Supplier bases its offer, stated by or on behalf of the Customer to the Supplier.

5.3   The Supplier cannot be bound by his quotations or offers if the Customer can reasonably understand that the quotations or offers, or a part thereof, contain an obvious mistake or error in writing.

5.4   The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred within the framework of the Agreement, including travel and accommodation, shipping and administration costs, unless indicated otherwise.

5.5   A composite quotation does not oblige the Supplier to carry out part of the order against part of the quoted price. Offers or quotations do not automatically apply to future orders.

Article 6   Contract duration, delivery periods, execution and modification of the Agreement

6.1   The Agreement is entered into for a period of one year, unless the parties have explicitly agreed otherwise in the Agreement. The term of the Agreement is not changed by the placing of additional orders by the Customer.

6.2   After expiry of the period referred to in Article 6.1, the Agreement will each time be tacitly renewed for a successive period of one calendar month, unless one of the parties terminates the Agreement in writing at least one calendar month before the end of the then current period.

6.3   Without prejudice to its other rights and defences, the Supplier may suspend its obligations without liability and/or block the Customer's access to the EasyTrans Software Services with immediate effect, in the event that the Customer does not (properly) fulfil its obligations.

6.4   If a term has been agreed or specified for the completion of certain work or for the delivery of certain goods, this is never a strict deadline. If a term is exceeded, the Customer must therefore give the Supplier written notice of default. The Supplier must be given a reasonable period in which to still execute the Agreement.

6.5   If the Supplier requires information from the Customer for the execution of the Agreement, the execution period does not commence until the Customer has made this information available to the Supplier in a correct and complete manner.

6.6   The Supplier has the right to have certain activities carried out by third parties.

6.7   The Supplier is entitled to perform the Agreement in different stages and to invoice the part performed in this way separately.

6.8   If the Agreement is performed in stages, the Supplier may suspend the execution of those parts belonging to a subsequent stage until the Customer has approved the results of the preceding stage in writing.

6.9   If, during the execution of the Agreement, it appears that it is necessary to amend or supplement the Agreement in order to ensure its proper execution, the parties will proceed to amend the Agreement in a timely manner and in mutual consultation. If the nature, scope or content of the Agreement, whether or not at the request or instruction of the Customer, the competent authorities, etc., is changed and the Agreement is thereby qualitatively and/or quantitatively amended, this may also have consequences for what was originally agreed. As a result, the originally agreed amount may be increased or decreased. The Supplier shall as far as possible make a quotation in advance. Furthermore, by amending the Agreement, the originally indicated period of execution can be changed. The Customer accepts the possibility of amending the Agreement, including the change in price and term of execution.

6.10   If the Agreement is amended, including a supplement, the Supplier is entitled to implement it only after approval has been given by the person authorised within the Supplier and the Customer has accepted the price and other conditions specified for the implementation, including the time to be determined at that time at which they will be implemented. Not or not immediately executing the amended Agreement does

not constitute a breach of contract on the part of the Supplier and does not constitute grounds for the Customer to terminate the Agreement. Without being in default, the Supplier may refuse a request to amend the Agreement if this could have qualitative and/or quantitative consequences, for example for the work to be carried out or the goods to be delivered in that context.

6.11   If the Supplier and the Customer agree on a fixed price, the Supplier is nevertheless at all times entitled to increase this price without the Customer being entitled to dissolve the Agreement for that reason, if the increase in price results from a power or obligation under the law or regulations or is caused by an increase in the price of raw materials, wages, etc. or on other grounds that were not reasonably foreseeable at the time the Agreement was concluded.

Article 7   Suspension, dissolution and early termination of the Agreement

7.1   The Supplier may terminate the Agreement in whole or in part at any time with immediate effect and without judicial intervention, without further liability, by means of (electronic) notification to the Customer, if the Customer: a) fails to perform (properly) any of its obligations under the Agreement and, upon written notice from the Supplier, does not remedy such failure or non-performance within a reasonable period of time after such notice; b) files for bankruptcy or is declared bankrupt against it, which application is not withdrawn within 30 days, a receiver is appointed, informs the Supplier that it is no longer able to meet its payment obligations or when the Supplier has to conclude from the circumstances that the Customer is no longer able to meet its payment obligations, is dissolved, is granted a suspension of payments, is wound up or ceases its activities as a going concern.

7.2   Furthermore, the Supplier is authorised to dissolve the Agreement if circumstances arise of such a nature that fulfilment of the Agreement is impossible or if other circumstances arise of such a nature that unaltered maintenance of the Agreement cannot reasonably be demanded of the Supplier.

7.3   The termination of the Agreement does not release the Customer from already existing obligations to pay fees or other amounts owed to the Supplier, nor does it give the Customer the right to any reimbursement of fees or other amounts paid on this basis. The Supplier shall under no circumstances be obliged to pay damages as a result of termination.

7.4   If the Agreement is dissolved, the Supplier's claims against the Customer shall become immediately due and payable. If the Supplier suspends the fulfilment of his obligations, he retains his claims under the law and the Agreement.

7.5   If the Supplier suspends or dissolves the agreement, he is in no way obliged to pay compensation for damage and costs incurred as a result in any way whatsoever.

7.6   If the dissolution is imputable to the Customer, the Supplier is entitled to compensation for the damage, including the costs, caused directly or indirectly as a result.

7.7   Upon termination of the Agreement, the Customer will immediately cease and continue to cease the use of the Web Application. Also, after termination of the Agreement, the Customer will no longer have access to the Web Application and its data. The Supplier will not refund any compensation to the Customer upon termination of the Agreement, for whatever reason.

7.8   If the Customer fails to fulfil his obligations under the Agreement and this failure to fulfil his obligations justifies dissolution, the Supplier is entitled to dissolve the Agreement immediately and with immediate effect without any obligation on his part to pay any compensation or indemnification, while the Customer is obliged to pay compensation or indemnification on the grounds of breach of contract.

7.9   In the event of liquidation, (application for) suspension of payments or bankruptcy, seizure of the Customer - if and insofar as the seizure has not been lifted within three months - at the expense of the Customer, debt rescheduling or any other circumstance as a result of which the Customer can no longer freely dispose of his assets, the Supplier is free to terminate the Agreement immediately and with immediate effect or to cancel the order or the Agreement, without any obligation on his part to pay any compensation or indemnification. The Supplier's claims against the Customer shall in that case be immediately due and payable.

7.10   If the Customer cancels an order placed in whole or in part, the goods ordered or prepared for it, plus any costs of supply, removal and delivery thereof and the working time reserved for the execution of the Agreement, will be charged in full to the Customer. If the Customer terminates the Agreement prematurely, the Customer will be obliged to pay the amount of the remaining term by means of a final invoice.

7.11   Upon termination of the Agreement, the Customer may download all its customer data up to the last day of the Agreement. After termination of the Agreement, the Customer will immediately and permanently cease the use of the Web Application and will no longer have access to the Web Application and its data.

7.12   The Customer may request the Supplier to reactivate the Agreement after termination of the Agreement. The Supplier is not obliged to comply with this request. After reactivation, the Customer will again have insight into his customer data as they were stored in the Web application by the Customer prior to the termination, if and when those Customer data are still readily available at the Supplier and can be provided to the Customer. The Customer hereby gives permission to the Supplier to keep Customer data after the termination of the EasyTrans Software Agreement. If the Customer does not agree to this, or after some time wants the data to be destroyed, the Customer can submit a written request to the Supplier, after which the Supplier will destroy the data. See also our [Privacy Policy](#).

Article 8   Right of use

8.1   The Supplier hereby grants the Customer the non-exclusive right to use the Web Application during the term of the Agreement for the Customer's internal business operations, for an unlimited number of (simultaneous) users and orders. The right of use also implies the right to use the documentation belonging to the web application. The right of use is limited by the agreed subscription form, additional modules and the number of branches for which the Customer has entered into the agreement.

8.2   The right of use commences at the moment that the Agreement between the Supplier and the Customer has been concluded.

8.3   The customer is responsible for the log-in data and must treat this data with care. Each individual user has its own log-in data and these are personal to the individual user and may not be shared with or transferred to any other party or person who may or may not be part of the Customer's organization. Customer and users are obliged to keep the log-in data completely confidential. Customer is liable for any use of log-in data by Customer, employees of Customer and users. In addition, all actions of the users in this context are at the expense and risk of the Customer. The Supplier does not accept any liability in this respect.

8.4   Any form of guarantee shall lapse if a defect has arisen as a result of or ensues from injudicious or improper use thereof by the Customer and/or third parties when, without the Supplier's written permission, the Customer or third parties have made changes to the item or have attempted to make such changes, or if these have been processed or treated in a manner other than the prescribed one. The Customer is also not entitled to a guarantee if the defect has arisen as a result of or as a result of circumstances over which the Supplier cannot exercise any control.

Article 9   Rules of use

9.1   The Customer is not permitted to use the Web Application in violation of statutory provisions, the Agreement or the General Terms and Conditions.

9.2   The Customer is ultimately responsible for all information that the users add or change in the Web application.

9.3   The Customer shall not: a) use or attempt to use the EasyTrans Software Service for any illegal or unlawful purpose or to infringe intellectual property rights belonging to third parties; b) use or attempt to use the EasyTrans Software Service in such a way that it disrupts the provision of the EasyTrans Software Service to third parties; c) access or attempt to access any part of the EasyTrans Software Service which the Customer is not authorised to access; d) access or attempt to access any part of the EasyTrans Software Service with automated means (for example with a scrape, crawl or spider);
e) access, store, distribute, upload or transmit any virus, Trojan horse, worm or other electronically infected file or device; f) use any form of automated integration other than automated integration through APIs (application programming interfaces) that Supplier provides;
g) reverse engineer, decompile, copy, distribute, disseminate, sublicense, modify, translate, scan, adapt or otherwise modify and/or reproduce any software or other code or script forming part of or accessible through the EasyTrans Software Service or Website; and/or h) directly or indirectly disrupt or attempt to disrupt the functioning of all or any part of the infrastructure of Supplier or of third parties or connections between them.

9.4   Without prejudice to the foregoing, the Customer must refrain from using the EasyTrans Services for spreading or facilitating spam (including but not limited to having SMTP relays and/or proxies open, hosting or enabling the hosting of websites that advertise through unsolicited messages and providing DNS services for such websites). The burden of proof to show that the addressee's prior consent was given if bulk communications are transmitted by or on behalf of the Customer lies with the Customer. The Customer is liable for damage caused by distributing spam. Damage includes amongst others compensation for the time spent by EasyTrans on removing its IP addresses and those of its customers of

EasyTrans that have been added because of the spam from spam filter blacklists, and the costs related to handling complaints about the spam distributed by the Customer.

9.5   The Supplier provides the EasyTrans Software Services on the basis of its reasonable use policy. This means that, in principle, the Supplier does not impose any restrictions on the nature and scope of the Customer's use of the EasyTrans Software Services, other than as referred to in these terms and conditions. The Supplier offers the EasyTrans Software Services for a quantity of information stored by it and the extent of data transport that it realises, as can be expected on average in a small or medium-sized company. The Supplier reserves the right to take measures in case of excessive use, i.e. use that significantly exceeds the average use of a Customer. The Customer must take immediate measures to terminate the aforementioned excessive load after the initial notification by the Supplier. The Supplier has the right to suspend the EasyTrans Software Services in case of (presumed) persistent excessive load. The Supplier may charge the Customer the costs in connection with this excessive tax at the then applicable prices and rates. Excessive load shall also include excessive use of processing, memory, network, disk and storage capacity, as well as excessive use of support services and management services.

9.6   The Customer is responsible for the functioning of his hardware and software, configuration, peripherals and internet connection required for the use of the Web Application.

9.7   The Customer guarantees that the equipment and software used by him for the Web Application complies with the System Requirements. The Customer is responsible for taking the necessary measures to protect its equipment, software and telecommunications and internet connections against viruses, computer criminality and unlawful use by third parties.

9.8   In the event that the Supplier, at its own discretion, is of the opinion that the undisturbed operation of the infrastructure and/or services of the Supplier to the Customers is in danger, for example, but not limited to, virus infections, denial of service attacks, port scans, hacking, spam from or on account of the Customer, or otherwise, the Supplier can give instructions that must be followed immediately by the Customer, and the Supplier has the right to suspend the service in whole or in part for as long as the relevant danger exists. If the Customer does not immediately follow the instructions, the Customer will be in default without notice of default.

9.9   For any (suspected) misuse or other improper use of the Web Application or other breach of the provisions of the Agreement, Supplier may at its discretion and with immediate effect: a) demand that the Customer temporarily or permanently remove all offensive data from equipment, systems and/or (in case of hosting) of the Customer's servers; and/or b) restrict or block the Customer's access to the Web application or the use of the Web application temporarily or permanently; c) discontinue or suspend all or part of its services; d) terminate the Agreement; all this without prejudice to the Customer's obligation to pay the remaining fees and without the Supplier being obliged to pay the Customer any damages or other compensation.

Article 10   Obligations of the Supplier

10.1   The Supplier ensures that the data that the Customer has entered via the Web application will be backed up regularly (at least once a day). This backup is made in the first instance for internal security reasons at the Supplier. For example, in the event of calamities, such as a major power failure or fire. It is possible to restore a backup at the Customer's request; the working time required for this is calculated to the Customer using the hourly rate applicable to custom work.

10.2   The Supplier ensures that the data entered by the Customer through the Web Application will be protected as far as reasonably possible against loss, theft, unauthorised access and alteration by non-Consumers.

10.3   The Supplier shall refrain from inspecting the data that the Customer has placed with the Supplier by means of the Web application and shall not make any data available to third parties, unless the Supplier is obliged to do so by law, by a decree, a court order or by a decision of a government agency, or if the Customer has given his consent to this.

Article 11   Obligations and cooperation of the Customer

11.1   The Customer must immediately notify the Supplier in writing of any change in its address and/or payment details.

11.2   The Customer is obliged to observe the rules of use of article 9.

11.3   If the Customer does not comply with his obligations resulting from these General Terms and Conditions, the Supplier is entitled to limit the use of the Web application by the Customer without prior notice.

11.4   The Customer shall provide the Supplier with all the information and cooperation, including the passing on to the Supplier of correct and up-to-date name and address data, that the Supplier needs for the maintenance of the Web application.

Article 12   Customer Data

12.1   The data that the Customer has entered via the Web Application will be stored in a database that is managed by a third party engaged by the Supplier.

12.2   The Customer remains the owner of the data it has entered at all times and is the only person responsible and liable for the content and accuracy of the Customer data. Customer's compliance with all applicable laws and regulations in connection with the manufacture, storage and availability of (computer-generated) data in each jurisdiction in which Customer uses the Web Application or transmits Customer Data by means of the Web Application, is the sole responsibility of Customer. The supplier is not subject to a statutory retention period for the data entered by the Customer within the Web Application.

12.3   The Supplier ensures that the Customer data are protected against loss, damage or destruction to the extent commercially and reasonably practicable; however, the Supplier cannot guarantee that there will be no loss, damage or destruction of data. The Supplier shall make back-ups of Customer data, as referred to in Article 10.1, exclusively for data recovery purposes. The Supplier is not liable for the costs of (reproduction of) damaged, corrupted or lost data, nor for (consequential) damage or loss of profit of the Customer.

12.4   After termination of the Agreement, the Supplier shall retain the Customer's data until the Customer submits a written request for the destruction of these data.

Article 13   Support

13.1   During the Agreement, the Customer is entitled to support.

13.2   Support includes the right to consult Documentation. In addition, questions can be submitted 24 hours a day by e-mail. The support concerns the functionality of the web application when ~~actually~~ correctly used by the User. Telephone support is available on working days between 9:00 and 17:00, in the time zone in which the Supplier has its registered office, with the exception of public holidays.

13.3   Support does not include: a) System configuration, hardware and network services; b) Structural work such as defining layouts, overviews, design issues, import definitions and links to third party software; c) On-site support; d) Expanding the functionality of the Web Application at Customer's request; e) Converting files; f) Services to external databases from manufacturers other than Supplier; g) Installation, configuration, training or other services not expressly described in the Agreement; h) Support for (operating) software from manufacturers other than the Supplier, which includes the third party software that can be started from the Web Application; i) File repairs, the cause of which cannot be attributed to the Web Application; j) Providing newly available products; k) Support for the Internet connection; l) Support in an environment that is not supported according to the system requirements.

13.4   Within the framework of providing support, the Supplier is entitled to inspect the Customer's ~~details~~data.

13.5   If the Supplier, at the Customer's request, performs activities relating to the subjects referred to under 13.3 a) to l) above, the Supplier will charge the Customer for these activities separately, in addition to the fee as referred to in Article 3, in accordance with the prices applicable at the Supplier at that time and the costs incurred.

13.6   In case of complaints: The report must contain a description of the defect that is as detailed as possible, so that the Supplier is able to respond adequately. The Customer must give the Supplier the opportunity to investigate a complaint (or have it investigated).

Article 14   Custom work

14.1   If the Supplier, at the request or with the prior consent of the Customer, has performed work or other performances that fall outside the content or scope of the agreed services as referred to in article 3, these work or performances will be compensated by the Customer in accordance with the Supplier's usual rates. Custom work is also involved if a system analysis, a design or specifications are extended or changed. The Supplier is never obliged to comply with such a request and he can demand that a separate written agreement be concluded for this purpose.

14.2   The Customer accepts that work or performances as referred to in Article 14.1 can influence the agreed or expected time of completion of the services and the mutual responsibilities of the Customer and the Supplier. The fact that (the demand for) custom work occurs during the execution of the agreement, is never a ground for the Customer to dissolve or terminate the agreement.

Article 15   Availability

15.1   The Supplier shall do what is commercially reasonable to ensure optimal availability of and access to the Web Application.

15.2   The Supplier is entitled, without prior notice, to (temporarily) decommission or limit the use of the Web Application, to the extent that this is necessary for (preventive) maintenance or to make adjustments or improvements to one or more parts of the Web Application, without this giving rise to a right to compensation from the Customer towards the Supplier. The Supplier endeavours to limit this to a minimum and, if possible, to inform the Customer in good time.

Article 16   Intellectual property rights

16.1   All copyrights, patent rights, trade name rights, trademark rights, other intellectual and industrial property rights, as well as all similar rights to protect information relating to the Web Application and the Documentation, are the exclusive property of the Supplier. None of the provisions contained in the Agreement or the Terms and Conditions shall be construed to result in the transfer of those rights, in whole or in part, to the Customer.

16.2   The Customer may not modify, remove or obscure any indication of the Supplier's intellectual property rights in or in the Web Application or in the Documentation. The Customer is not permitted to use or register any trademark, design or domain name of the Supplier or a similar name or sign in any country, anywhere in the world.

16.3   The Supplier shall defend the Customer against any action brought against the Customer to the extent that such action is based on a claim that the Web Application uses in accordance with the Agreement, the Terms and Conditions and the Documentation, infringes a third party patent, copyright or trade secret that is valid and enforceable in the jurisdiction applicable to the Agreement concluded between the Supplier and the Customer. The Supplier shall indemnify the Customer against any and all liability finally awarded by a court of law for costs or damages resulting from any such claim or arising from the settlement thereof, provided that the Customer: a) immediately notifies the Supplier in writing of any such action (and any prior claims in connection with this action) when known to it; b) the action concerns the rights of a third party in a country party to the Berne Convention; c) cooperate fully with the Supplier in any reasonable way at the Supplier's expense to enable the defence and settlement of such action; d) allow the Supplier, at its own discretion, to defend and negotiate a defence against the claim in question.

16.4   If a court order prohibiting the Customer's use of the Web Application has been imposed because of an infringing act in the opinion of the Supplier, there is a chance that the Web Application will be the subject of a successful infringement claim, then the Supplier shall be entitled, at its discretion and for its own account (I), to obtain for the Customer the right to continue to use the Web Application as provided for in these General Terms and Conditions; (II) replace or modify the Web Application so that it no longer infringes, provided that its functionality remains substantially unchanged; or (III) if the foregoing options (I) and (II) are not reasonably practicable, terminate the Agreement or these Terms and Conditions, as well as the rights granted under the Agreement and/or these Terms and Conditions in respect of that infringing Web Application.

16.5   Without prejudice to Article 16.4. The Supplier is not liable towards the Customer by virtue of this article insofar as a claim relates to (I) use of the Web application in connection with data, equipment or software not supplied by the Supplier, whereby the Web application in itself would not infringe or otherwise be the subject of the claim; (II) incorrect use of the Web Application or use in a manner not described in the Documentation; (III) a modification of the Web Application made by any person or legal entity other than the Supplier; or (IV) the Supplier's compliance with the Customer's express instructions. The Customer indemnifies the Supplier against claims as described in points (I) to (IV) of this article.

16.6   The Customer acknowledges and accepts that the full and exclusive liability of the Supplier for infringement of patents, copyrights, trademarks or other intellectual property rights is as stipulated in this article 16 as well as in article 17.

16.7   The Supplier is authorised to make and maintain technical provisions to protect the (intellectual property rights to the) Web Application and the Documentation and with a view to the agreed restrictions in the use of the Web Application. The Customer shall not be permitted to circumvent or remove such technical provisions.

16.8   Goods delivered by the Supplier that fall under the retention of title may not be resold and may never be used as a means of payment. The Customer is not authorised to pledge or otherwise encumber the goods falling under the retention of title.

16.9   The Customer must always do everything that can reasonably be expected of him to safeguard the Supplier's property rights.

16.10   If third parties seize the goods delivered under retention of title or wish to establish or assert rights to them, then the Customer is obliged to inform the Supplier of this immediately.

Article 17   Liability

17.1   Supplier does not intend to limit or exclude its liability for death or personal injury caused by negligence in any way, nor for any other case, claim or matter for which liability cannot be legally limited or excluded.

17.2   Subject to Article 17.1, the total liability of the Supplier on account of an attributable failure in the performance of the Agreement or on any legal grounds whatsoever, including any non-performance of a guarantee obligation agreed with the Customer, is explicitly limited to compensation for direct damage (as defined in Article 6:96 of the Dutch Civil Code) up to a maximum of twice the invoice value of the order, at any rate to that part of the order to which the liability pertains. In all cases, a series of related events will be regarded as a single event with regard to these restrictions.

17.3   Subject to Article 17.1 The Supplier shall never be liable for indirect damage, loss of profit, missed savings, reduced goodwill, damage due to business interruption, damage as a result of claims by the Customer's customers, mutilation or loss of (the use of) data, damage in connection with the use of goods, materials or software of third parties prescribed by the Customer to the Supplier, damage in connection with the engagement of suppliers prescribed by the Customer to the Supplier, or any other form of indirect, incidental or consequential damage, irrespective of the nature of the action (breach of contract, tort or otherwise), even if the Supplier was informed of the probability of the occurrence of that damage or was aware of the probability of (the occurrence of) that damage.

17.4   The Supplier is never liable for any damage of any kind suffered by the Customer: a) in connection with the temporary unavailability, incorrectness or unavailability of the Web application; b) in connection with the (non-functioning) of software of the Customer or of third parties (including Third Party components and Third Party services), of the equipment of the Customer, Supplier or third parties, or of Internet connections of the Customer, Supplier or third parties; and/or c) in connection with the incorrectness, incompleteness or un-timely transmission or receipt of Customer data or other data that are placed with the Supplier via the Web application. The Customer accepts that the Web Application can never be perfect or 100% free of Defects and that not all Defects can or will be corrected.

17.5   Except as provided in Article 16, it is not intended for the Customer's clients, prospects, employees, representatives, agents and (sub)contractors of the Purchaser be regarded as third-party beneficiaries under this Agreement and that they become parties to the Agreement; to the extent necessary, the parties agree that Article 6:254(1) of the Dutch Civil Code does not apply. The Customer agrees to fully indemnify the Supplier, its Employees, representatives and/or (sub-)contractors and agents engaged in the performance of the Supplier's obligations against claims from third parties.

17.6   The Supplier's liability in all cases only arises after the Customer has given the Supplier immediate and proper electronic notice of default, in which the Customer must give the Supplier a reasonable period (of at least 30 days) in which to rectify the imputable non-performance, and fulfilment has also failed to take place within that period. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that the Supplier is able to respond adequately.

17.7   In the event that the Supplier is in breach of any of its obligations, any rights of the Customer to compensation will become void if the Customer fails to take measures to: a) limit the damage immediately after it has occurred; b) prevent other or additional damage from occurring; or c) if the Customer fails to inform Supplier of the damage as soon as reasonably possible and to provide it with all relevant information.

17.8   The provisions of this article and all other limitations of Suppliers liability also apply to all natural persons and legal entitles that Supplier engages for the performance of the Agreement.

17.9   The Customer acknowledges that the information provided by or on behalf of Supplier through the Web Application and/or the Website is provided without warranties and neither the Customer nor third parties can derive any rights from such information.

17.10   Supplier does not provide any warranties, commitments or conditions with respect to the EasyTrans Software Services other than those expressly included in the Agreement. Supplier hereby rejects all other warranties, commitments or conditions, whether explicit, implicit or pursuant to the law (including but not

limited to warranties or conditions regarding merchantability, suitability for a specific purpose or non-infringement of other rights) in respect of the EasyTrans Software Services.

17.11   Supplier develops 'international' Software. This means the Software is suitable for use in many countries. Furthermore, for some countries, localised Software is made. 'Localised Software' means that the international version of the Software is adapted and/or localisations are integrated to comply as much as reasonably possible with mandatory law and the most common business rules in a country. Localised Software is created solely at Suppliers discretion. Although Supplier intends for Localised Software to comply as much as reasonably possible with mandatory law and customary business rules, it cannot warrant this. Localised Software may differ per country and depends solely on Suppliers view of whether specific functionality is supported in a certain country and if so, how it is supported.

17.12   Insofar as the Supplier cannot claim the exclusions or limitations of liability described in this article, his liability shall at all times be limited on a case-by-case basis to an amount of 50% of all amounts invoiced to the Customer in the six months prior to his default, less any credits by the Supplier to the Customer in that period. Insofar as the Supplier cannot claim the restriction referred to in Article 17.3 either, the Supplier's liability is in any case limited to € 1000.

Article 18   Privacy

18.1   Customer agrees that the Privacy Policy as published on the Website applies to any processing by Supplier of the Customer's personal data. The Customer hereby expressly consents to the Privacy Policy. Supplier may amend the Privacy Policy occasionally and will give notice of the amendments. It is the Customer's responsibility to review the Privacy Policy and become familiar with any amendments. The Customer's continued use of the EasyTrans Software Service(s) following such amendments will be regarded as the Customer's acceptance of the revised Privacy Policy.

18.2   With regard to data the Customer has entered through the Web Application, the Customer will: a) warrant they will process, store and use their personal data in accordance with all applicable laws and regulations and codes of practice; b) comply with all their obligations as the data controller and/or processor under applicable data protection and privacy legislation, including but not limited to, guaranteeing all necessary information will be provided to all data subjects whose data formed part of the entered data as regards the proposed use and disclosure of their data because of the Customer's use of the EasyTrans Software Service; c) warrant they have obtained all necessary consents and authorisations required to process and store their personal data through the Web Application, and Supplier is not responsible or liable to the Customer for obtaining any necessary consents or authorisations on their behalf; and d) handle all requests from data subjects and/or other regulatory authorities relating to the Customer Data.

18.3   The Customer must indemnify Supplier against any action and claim from third parties, however named and for whatever reason, including but not limited to actions for payment of damage, costs and fines relating to the processing, storage and/or use of personal data under the Agreement.

18.4   Supplier will adopt appropriate technical and organisational measures against the unauthorised or unlawful processing of data that the Customer has entered through the Web Application and against incidental loss, destruction or damage.

18.5   Except to the extent specifically provided in the Agreement or the Privacy Policy, and/or as may be reasonably required to enable Supplier to comply with its obligations under the Agreement, Supplier will not access data that the Customer enters through the Web Application and will not make these data available to third parties (with the exception of Suppliers subsidiaries and/or affiliated companies), unless it is required to do so under the law, a court order, or by a public authority. Supplier may access, aggregate and use non-personally identifiable Customer Data; these data will in no way identify the Customer or any other individual. Supplier may use these data to: a) help it better understand how its customers use the EasyTrans Software Services; b) provide its customers with more information on the use and benefits of the EasyTrans Software Services; c) improve business productivity, including by creating useful business insights from aggregated data that allow Customers to benchmark their business performance against such aggregated data; and d) otherwise improve EasyTrans Software Services.

Article 19   Force majeure

19.1   In these conditions, force majeure ('a non-attributable failure to perform') means any circumstance for which Supplier cannot subjectively be blamed, which makes it impossible or practically difficult for Supplier to perform or continue to perform all or part of its obligations.

19.2   If force majeure occurs, Supplier may suspend the performance of all or part of its obligations and the Customer cannot demand specific performance or compensation. If the period of force majeure lasts longer

Do you have questions about EasyTrans? We are happy to help!

Web: www.easytrans.co.uk | Mail: info@easytrans.co.uk | Phone: +44 20 3966 3373   *Page 11 of 12*

than 2 months, either party may fully or partially terminate the Agreement without being liable for compensation, provided that Supplier is always entitled to a proportional part of its fee if it has partially performed its obligations before or after the start of the force majeure.

Article 20   Risk transfer
20.1   The risk of loss, damage or depreciation shall pass to the Customer at the moment at which goods are brought under the control of the Customer.

Article 21   Confidentiality
21.1   Neither party may disclose or use any Confidential Information received from the other party for any purpose other than that for which the Confidential Information has been disclosed and/or as may reasonably be necessary to enable each party to perform their obligations and exercise their rights. This also means that Supplier may provide Confidential Information of the Customer to the Customer's directors, employees, agents, subcontractors and advisers.
21.2   Both parties will adopt all reasonable measures to comply with their confidentiality obligations and warrant that their Employees and third parties they hire will comply with these obligations.
21.3   The confidentiality obligations in this Article do not apply to the extent that the Confidential Information: a) was already in the possession of the receiving party before it was obtained from the disclosing party; b) was developed independently by the receiving party without using information or data of the disclosing party; c) is or will become publicly known or accessible other than through an act or omission of the receiving party; d) is disclosed by a third party to the receiving party without breaching an obligation of confidentiality towards the disclosing party; or e) must be disclosed pursuant the law, a regulation, court order or a decision of a public authority, on condition that the receiving party makes every effort to limit the scope of that mandatory disclosure.

Article 22   Miscellaneous
22.1   Supplier may sublicense, transfer, novate, assign, charge, outsource or subcontract the performance of its rights and/or obligations under the Agreement.
22.2   If any provision of the Agreement or these EasyTrans Software Conditions is fully or partially void, nullified or contrary to the law, the EasyTrans Software Agreement and the EasyTrans Software Conditions will remain in full force and effect and such provision will be interpreted and enforced as closely as to the intention of parties.
22.3   Suppliers failure to exercise or delay in exercising any right under the Agreement or the EasyTrans Software Conditions in respect of the Customer, shall not constitute a waiver of such right.
22.4   The Agreement constitutes the entire arrangement between the parties and supersedes all prior and/or simultaneous written and oral negotiations, understandings and agreements between the parties with respect to the subject matter thereof, including any specific advertising or sales material of Supplier.
22.5   Supplier and the Customer may communicate electronically. The version of the communication in question as retained by Supplier will be considered evidence of that communication, unless the Customer proves otherwise. Electronic communication is deemed to have been received on the day it is transmitted, unless the recipient proves otherwise. If the communication has not been received due to delivery and/or accessibility problems, this is at the Customer's risk, even if the e-mail inbox is held with a third party.

Article 23   Applicable law and disputes
23.1   The legal relationship between the parties is governed by Dutch law. The Vienna Sales Convention is excluded.
23.2   Unless and to the extent provisions of mandatory law preclude this, all disputes that may arise between the parties because of or in connection with the Agreement and/or these conditions will exclusively submitted to the competent court in Zwolle, notwithstanding Suppliers' right to submit a dispute, as referred to above, to any other competent court.
23.3   The costs relating to legal proceedings, including but not limited to the actual costs Supplier incurs for lawyers, bailiffs and translators, will be payable in full by the Customer if the Customer is the party that is completely or mostly unsuccessful in those proceedings.