

General Terms and Conditions of:

CCare ICT B.V.
Lagedijk 1-3
1541 KA Koog aan de Zaan
Holland

Chamber of Commerce No.: 34356811

Article 1: Applicability/definitions

1. These Terms and Conditions apply to each proposal and each agreement of purchase and sale as well as to all agreements for services regarding the performance of work, including all agreements for the creation of customised software and the development of websites or the delivery of services of CCare ICT B.V., established in Koog aan de Zaan, hereinafter to be referred to as "CCare".
2. The purchaser or the client is further referred to as "the Other Party".
3. "Proposal" shall mean: each proposal of CCare, whether or not in the form of a written offer.
4. "In writing" shall mean: by letter, e-mail, fax or any other mode of communication that is regarded as equivalent to writing in view of advances in technology and conventional practices.
5. "Items" shall in any case mean: the hardware and/or standard and customised software and ancillary components to be delivered by CCare.
6. "Documents" shall mean: advices, calculations, drawings, reports, designs, etc. to be created or to be provided by CCare and/or the Other Party. These may regard physical as well as digital documents.
7. "Information" shall mean: the aforesaid documents as well as other (oral) information that is (to be) provided by CCare and/or the Other Party.
8. The possible invalidity of (any part of) a provision contained in these General Terms and Conditions shall not affect the validity of the remaining provisions.
9. In the event of any discrepancy or conflict between these General Terms and Conditions and the translation thereof, the Dutch text shall prevail.
10. These General Terms and Conditions also apply to the additional or partial orders, partial contracts or follow-up instructions following the agreement.

Article 2: Proposal

1. Unless a period of validity is specified in/with a proposal, it shall be a proposal without obligation and CCare is entitled to revoke this proposal within 2 working days after receipt of the acceptance at the latest.
2. A composite proposal does not oblige CCare to deliver part of the offered performance at a corresponding part of the price or the rate.
3. If the proposal is based on information provided by the Other Party and this information appears to be incorrect/incomplete or should change at a later date, CCare shall be entitled to adjust the prices, rates and/or delivery/completion period stated.
4. The proposal, prices and/or rates do not automatically apply to repeat orders and follow-up instructions.

5. The models shown and/or provided and the samples of documents, samples of the items developed and/or to be delivered, samples of websites developed, lists of (technical) specifications, functionalities, capacities as well as other descriptions in brochures, promotion material and/or on the website of CCare are as accurate as possible, but are given as indication only. The Other Party may not derive any rights from this.
6. The models and samples provided shall remain the property of CCare and must be returned to CCare on demand and at the expense of the Other Party.
7. CCare may charge the costs related to the proposal to the Other Party if it has notified the Other Party beforehand of those costs in writing.
8. If the Other Party does not accept the proposal, all documents supplied with the proposal by CCare must be returned on demand and at the expense of the Other Party.

Article 3: Assignments, establishing agreements

1. The agreement shall be established after the Other Party has accepted the proposal from CCare, even if this acceptance differs in subordinate points from the offer. However, when this acceptance shall differ in essential points, the agreement shall only come into effect after CCare has explicitly agreed with these differences in writing.
2. CCare is only bound to:
 - a. an assignment or order without prior offer thereto;
 - b. oral arrangements;
 - c. additions or amendments to the General Terms and Conditions or the agreement; after written confirmation thereof to the Other Party or as soon as CCare - without objection of the Other Party - has started the performance of the assignment, order or arrangements.
3. Assignments must be accompanied by a clear, written description of the nature of the assignment.
4. Changes to an assignment already given shall also be submitted in writing and must be accompanied by a clear description of the changes. These changes as well as the additions to or the changes of the General Terms and Conditions or the agreement shall only relate to the agreement concerned.
5. If the assignment (also) concerns the processing of personal data, the processor agreement used by CCare will be an irrevocable part of the agreement concluded between the parties. The Other Party is deemed to be familiar with this agreement, to accept its contents, and to comply with any provisions set out therein.
6. CCare nor the Other Party is entitled to transfer any of its rights and/or obligations arising from the agreement to a third party without the explicit permission of the Other Party, unless parties have agreed otherwise in writing or if provided otherwise in these terms and conditions.

Article 4: Fees, prices, rates

1. Unless parties agree an hourly rate, CCare shall carry out the agreed performance at a fixed fee.
2. CCare may increase this fixed fee if it should appear during the performance of the agreement that the agreed/expected amount of work was not estimated correctly, without the misjudgement being attributable to CCare, and it cannot reasonably be expected from her to perform the work at the agreed fee.
3. If parties agree an hourly rate, CCare shall calculate the fee based on the number of hours spent and applying this hourly rate. In the event of disputes concerning the numbers of hours

spent/charged, CCare's time recording shall be binding unless the contrary is proved by the Other Party.

4. The hourly rates apply for normal working days, which is understood to mean: Mondays to Fridays (with the exception of recognised public holidays) and the times agreed between parties.
5. In the event of urgent work or if the work must be carried out outside the normal working days at the request of the Other Party, CCare shall be entitled to charge a surcharge on the hourly rate.
6. The Other Party shall be entitled to have one administrative change (i.e. name details or change of address) made per year free of charge. If the Other Party wishes to have more than one change made, an amount of € 25 shall be charged per change.
7. The prices or rates stated in a proposal, price or rate list are exclusive of Dutch VAT and any possible costs, such as travel expenses, shipping costs, administrative costs and expense claims of third parties engaged.
8. If (cost)price increasing circumstances occur at the expense of CCare between the date of concluding the agreement and the execution thereof due to changes in legislation and regulations, government measures and currency fluctuations, CCare shall be entitled to increase the agreed prices or the agreed fee accordingly and charge it to the Other Party.
9. In the event of continuing performance agreements CCare shall be entitled to implement a regular annual price or rate increase and charge it to the Other Party. This may also include price or rate increases by internet providers, cable or optical fibre companies and other telecommunication providers, etc. CCare shall notify the Other Party no later than one month before the commencement date of the price or rate increase.

Article 5: Engaging third parties

If CCare deems so necessary, it may have certain deliveries and work performed by third parties.

Article 6: Obligations of the Other Party

1. The Other Party shall ensure that:
 - a. it shall make all information required for the execution of the agreement available to CCare in time and in the manner required by CCare;
 - b. any data carriers, files and suchlike provided to CCare by the Other Party shall be free from viruses and defects;
 - c. the items delivered by CCare shall be used as well and adequately secured in accordance with the directions(for use), instructions, recommendations, manuals and suchlike provided by CCare;
 - d. CCare is given access to the location (the work site) where the work has to be performed on the agreed dates and times. This location must meet the applicable legal (safety) requirements;
 - e. CCare shall have the required connection facilities for electricity, internet, etc. at its disposal at the work site free of charge. Lost working hours due to failure of these facilities shall be charged to the Other Party;
 - f. if the work requires several days, there is room available at the work site where materials, appliances, properties and suchlike of CCare can be stored or put away, preventing that these will get damaged or stolen;
 - g. the other facilities reasonably required by CCare are present at the work site, without any additional costs being involved for CCare.

2. The Other Party shall ensure that the information provided is correct and complete and shall indemnify CCare against any claims from third parties arising from the inaccuracy and/or incompleteness of this information.
3. The Other Party shall be liable for loss or theft of and other damage to the materials, appliances, properties and suchlike, which CCare has used or stored during the carrying out of the work at the Other Party's.
4. If the Other Party fails to fulfil the above obligations at all (or on time), CCare shall be entitled to suspend the execution of the agreement until the Other Party has fulfilled its obligations. The costs and other consequences arising from this shall be at the expense and risk of the Other Party.
5. The Other Party undertakes to strictly comply with all legislation and regulations governing his activities and concluded agreements – specifically, but certainly not limited to the provisions of the General Data Protection Regulation – and will at least conclude the needed processor agreements. The Other Party indemnifies CCare against all consequences of his failure to comply with these and any other obligations. If the Other Party fails to comply with these obligations, CCare may dissolve the agreement(s) in question.
6. If the Other Party fails to fulfil its obligations and CCare fails to immediately require performance from the Other Party, it shall not affect CCare's right to require performance at a later date.

Article 7: Confidential information

1. Parties shall maintain secrecy of all information obtained in the context of concluding and executing the agreement of/ about the Other Party. Parties shall only provide this information to third parties insofar as this is necessary for the execution of the agreement.
2. Parties shall take every reasonable precautionary measure in order to maintain secrecy of this information. This duty of secrecy also applies to its employees and third parties which are involved in the execution of the agreement under its responsibility.
3. If the information concerns personal data in the context of the General Data Protection Regulation, parties shall process the information in accordance with this regulation and report any breaches of the security of the information, also in accordance with this regulation.
4. The duty of secrecy shall not apply if one of the Parties must disclose the confidential information due to legislation or a court order and cannot rely on a legal non-disclosure right or privilege granted by a court. This exception also applies to employees/third parties referred to in paragraph 2.
5. CCare shall at all times be entitled to publish about the agreed work and deliveries, and the methods, modes of operation, etc. used or developed for this purpose - provided that the Other Party's privacy is guaranteed or the Other Party has given permission for this - and to reuse these methods, modes of operation, etc.

Article 8: Risk of storage of information

1. CCare shall store and keep all information received from the Other Party during the term of the agreement in a careful manner, and – where relevant – with due observance of the provisions of the General Data Protection Regulation. CCare shall take every reasonable measure in order to prevent the loss of/the undesired access to this information (i.e. through viruses, technical failures, cybercrime, etc.)

2. However, CCare shall never be liable for damage suffered by the Other Party as a result of loss or destruction of this information – whether or not by cybercrime –, unless this is due to intent and/or deliberate recklessness of CCare or the supervising personnel at management level. Unless parties agree otherwise, the Other Party keeps the original or a copy/back-up of the information provided to CCare at all times.

Article 9: Delivery, delivery/completion periods

1. The agreed delivery/completion periods shall never be final deadlines, partly because CCare usually has to base these periods on the delivery/completion periods of her (internet) providers and other service providers. If CCare fails to meet her obligations at all (or in time), the Other Party must give her notice of default in writing and grant her a reasonable time to meet her obligations at a later date.
2. CCare may make partial deliveries and invoice each partial delivery separately.
3. The risk in the hardware or standard software to be delivered shall pass to the Other Party at the moment of delivery. This is the moment that they leave the premises, the warehouse or the shop of CCare, or the moment that CCare has informed the Other Party that the items are ready for collection.
4. Dispatch or transport of the items shall take place at the expense and risk of the Other Party in a manner to be decided by CCare. CCare is not liable for damage of whatever nature that is related to the dispatch or the transport.
5. If it appears impossible, due to a cause within the control of the Other Party, to deliver the agreed performance or items (in the agreed manner) to the Other Party or if these items are not collected, CCare shall be entitled to store the items and/or the materials purchased for the purpose of executing the agreement at the expense and risk of the Other Party. The Other Party shall then give CCare the opportunity, within a period reasonably set by CCare, to deliver the performance or the items at a later date or to collect these items itself.
6. If the Other Party still fails to fulfil its obligations after expiry of the aforesaid reasonable period, it shall be immediately in default. CCare is then entitled to dissolve the agreement in full or in part with immediate effect by giving written notice, sell the items and/or materials to third parties, and destroy all documents already created, without being obliged to compensate any damage, cost or interest arising from this. The aforesaid shall not affect the Other Party's obligation to compensate any (storage) costs, damage and lost profits incurred by CCare, and/or CCare's right to claim fulfilment at a later date.

Article 10: Progress, execution of agreement

1. If the start, progress or completion of the work or services or the agreed delivery of items is delayed due to the fact that:
 - a. CCare has not received all essential information of the Other Party in time;
 - b. CCare has not received any agreed (advance) payment from the Other Party in time;
 - c. there are other circumstances that shall be at the expense and risk of the Other Party;CCare shall be entitled to a reasonable extension of the delivery/completion period and compensation for the costs and damage incurred as a result, such as possible waiting hours.
2. CCare shall carry out the assignment as it sees fit and bear the full responsibility during the carrying out of the assignment, including for her own employees involved.

3. Employees of CCare shall at all times be under the management and supervision of CCare herself. The result of the assignment shall be agreed between the Other Party and the Project Leader of CCare. The Other Party does not have the right to have employees of CCare carry out any work other than the work agreed with CCare or to give them any assignment other than those agreed *without permission of CCare*.
4. If the agreement is executed in phases, CCare shall be entitled to suspend the execution of the parts that belong to the following phase, until the Other Party has approved of the result of the previous phase. The costs and damage for this shall be charged to the Other Party.
5. CCare shall exert herself to effect the agreed work, services and deliveries within the time agreed and planned for this purpose, insofar as this can reasonably be expected from her. If the execution of the agreement should be expedited at the request of the Other Party, CCare shall be entitled to charge the overtime hours and other costs involved to the Other Party.
6. CCare shall notify the Other Party of the consequences on agreed prices, rates and periods:
 - a. in the event of changes to the agreed work requested by the Other Party;
 - b. if it appears during the execution of the agreement that it cannot be executed in the agreed manner due to unforeseen circumstances. In this case, CCare shall first discuss the changes to execution with the Other Party. If the execution of the agreement has become impossible as a result, CCare shall in any case be entitled to full compensation for the work already performed or deliveries already made.
7. When CCare carries out work or other performances at the request of or with the prior approval of the Other Party, which do not fall under the content or scope of the agreement (additional work), this work or these performances shall be paid by the Other Party to CCare in accordance with the usual rates of CCare. However, CCare is not obliged to meet such request and may at all times require that a separate written agreement will be concluded for this work or these performances.
8. The Other Party accepts that the agreed or expected time of completion of the work and the mutual responsibilities of parties may be affected due to the work or the performances referred to in the previous paragraph.
9. The Other Party shall carefully check each draft document or draft version of the software or website to be developed, which CCare presents to it and shall make its response known to CCare as soon as possible. If required, CCare shall adjust the draft and present it again for approval. CCare shall be entitled to require that the definitive version of the documents to be produced is initialled for approval on each page by the Other Party or that the Other Party signs a statement of approval concerning the definitive version of the software or website. The Other Party may use the documents, software or website created only after the aforesaid approval.
10. If CCare has to change the documents, software or website already approved, it shall be considered as additional work and CCare shall be entitled to charge the additional costs to the Other Party.

Article 11: Developing a website

1. The Other Party shall make all information required for the development of the website available to CCare in due time and in the form requested by CCare. The data carriers, electronic files, software, etc. provided for this purpose by the Other Party, shall meet the agreed specifications. The Other Party is responsible itself for the acquisition of any licences from third parties for copyrighted material that CCare will put on the website at its request.

2. The parties shall lay down the functionalities, properties, characteristics, etc. of the website to be developed in writing. The scope of the obligations of CCare shall exclusively be based on what has been agreed between the parties in writing.
3. The Other Party shall obtain a full, non-transferable licence for the use of the (graphic) design of the website from the moment that it has fully met its (payment) obligations under the agreement with CCare.
4. CCare shall reserve the copyrights on the separate elements as regards her own picture creations, programmings, texts, picture concepts and suchlike, and is entitled to state her name in a moderate manner on the website. The manner in which the name shall be represented will be determined in mutual consultation.
5. For the daily use of the website, the Other Party may make changes, within the limits agreed in writing with CCare, to make changes in the content of the databases, underlying pages and tree structures.
6. The Other Party is not permitted, without the prior written permission of CCare, to create a variant or derivative of the design of the website or to apply or use (elements of) that design outside the website or the arrangements made on this between the parties.
7. If CCare advises to engage a specific provider or other provider of services for the operation of the website, CCare shall never be liable for any failures by this provider or provider of services.

Article 12: Developing customised software

1. The Other Party shall make all information required for the development of the software available to CCare in due time and in the form requested by CCare. The data carriers, electronic files, software and suchlike provided by the Other Party meet the specifications agreed for this purpose.
2. The parties shall lay down the functionalities, properties, characteristics, etc. of the software to be developed in writing. The scope of the obligations of CCare shall be exclusively determined by what has been agreed between parties in writing.
3. All intellectual property rights regarding the developed customised software shall be vested in the Other Party and the Other Party can make use of the definitive version of the software without restrictions from the moment that it has fully met its (payment) obligations under the agreement with CCare.

Article 13: Completion and acceptance of the developed website/software

1. At the moment when the agreed work on the website and/or software is completed and the website and/or software are ready for use, CCare shall notify the Other Party.
2. The website or the software is deemed to have been completed in accordance with the agreement and to conform to the agreement if it is ready for use and put at the Other Party's disposal, the Other Party has checked the operation thereof and the specifications, properties, qualities and suchlike agreed for this purpose and the completion statement or work slip has been signed for approval by the Other Party.
3. The website or the software is also deemed to have been completed in accordance with the agreement if the Other Party has not complained with CCare during the test period agreed between parties. If parties have not agreed a test period, the website or the software is also deemed to have been completed in accordance with the agreement if the Other Party has not complained with CCare within a period of 2 weeks after the notification referred to in paragraph 1.

4. If parties have agreed a test period or acceptance test and the Other Party has found defects, errors, imperfections and suchlike, the Other Party shall notify CCare about this in writing and in detail. CCare shall in that case repair the reported defects, errors, imperfections and suchlike within a reasonable term after report thereof. Such repair shall be performed free of charge, unless it concerns user errors by the Other Party or other causes not attributable to CCare. The recovery of any lost information is not included free of charge, unless parties have explicitly agreed otherwise in writing.
5. Any work not yet carried out/finished by third parties engaged by or on behalf the Other Party, affecting the appropriate use of the website or software, shall not be a reason to withhold approval of the work completed by CCare.
6. If the Other Party wants to have changes made to the website or software after completion thereof, it shall be considered as additional work. CCare shall be entitled to separately charge the costs arising from this and/or the hours spent on it to the Other Party.
7. If the Other Party still finds defects, errors, imperfections and suchlike regarding the website or software after the completion or recovery period, the provisions of the article on complaints shall apply.

Article 14: Standard software

1. All intellectual property rights regarding the standard software delivered rest in CCare or the original producer. The Other Party may not remove any notices of copyright, trademark right and suchlike and must ensure a correct statement of the software's origin, such as prescribed by CCare and/or original producer.
2. When delivering standard software, CCare shall only grant the Other Party the non-exclusive right for the use of this software.
3. The standard software may exclusively be used by the Other Party on the agreed number of processing units. In the event of failures the Other Party shall be entitled to temporarily use the software on a different processing unit.
4. The Other Party is permitted to make a copy of the standard software for security purposes. This copy is not for use by the Other Party, but may only be applied to replace the original version if it has been destroyed or damaged. The Other Party must provide this copy with the same labels, indications and suchlike as the original version.
5. Without the prior written permission from CCare, the Other Party is not permitted to transfer the user right on the software to third parties, to sell this software, to rent it, or to give any third parties the possibility to use the software in any other manner, to transfer the software in security, to copy or change it. Unless parties have agreed otherwise in writing, the source code of the software shall not be made available to the Other Party.
6. If the supplier of the standard software has restricted the user right of this software in accordance with the provisions referred to in a user or licence agreement or if maintenance of this software is only permitted in accordance with the provisions referred to in a maintenance agreement concluded between the supplier and CCare, the Other Party shall also be bound to these restrictions. CCare shall inform the Other Party about this.

Article 15: Domain name registration

1. CCare can at the request of the Other Party take care of registering any domain names at the currently applicable rates.

2. After the Other Party has paid the price agreed for the registration to CCare, CCare shall ensure that the domain name is registered in the name of the Other Party.
3. The rules and procedures of the registering institution concerned and applicable at the time of the registration shall at all times apply to the application and the use of a domain name. The Other Party is obliged to act in accordance with these rules and procedures and the other legislation and regulations relevant for the registration. The Other Party shall ensure that it is familiar with the aforesaid rules, procedures, legislation and regulations.
4. The registration of domain names shall take place at the expense and risk of the Other Party. The Other Party must investigate itself whether the use of the aimed domain name (as for trademark rights) is permitted and shall indemnify CCare against any claims from third parties in the event that (registration of) the domain name should infringe intellectual property rights of third parties. CCare explicitly points out to the Other Party that registration of a domain name is not the same as the creation of a trademark right.
5. In respect of the domain name registration, CCare shall only have an obligation to perform to her best ability and shall not guarantee that an application for registration will be accepted.
6. Unless parties have agreed otherwise in writing or if provided otherwise by law and/or the regulations of the registering institution, the domain name will be registered for a period of 12 months. This term shall be extended automatically by the same period each time, unless one of the parties has terminated the agreement in writing ultimately before the end of the period.

Article 16: Web service; server management and cloud computing

1. If CCare provides services in the field of web services on behalf of the Other Party - including server management (hosting) and/or cloud computing - the Other Party is in view of the use of the server or his data traffic not permitted to:
 - a. behave contrary to the 'netiquette';
 - b. commit infringement on intellectual property rights or other rights of third parties;
 - c. distribute information, to make it accessible and/or to offer it – whether or not through banners or advertisements of third parties on the website – that is in conflict with Dutch law and regulations;
 - d. engage in 'hacking', including gaining unauthorised access to computer systems, software and/or data of third parties;
 - e. distribute advertisements, messages and/or views in a manner that can be considered as 'spamming';
 - f. to incite to or to engage in illegal activities or activities that can be harmful to the server of CCare or any other server connected to the internet, including links to or the offering of so-called 'pirated' software, 'hacker' programmes, archives or 'warez' sites through the performance of services of CCare;
 - g. to be guilty of any criminal offence in another manner, including the distribution of and the making accessible of information that is in conflict with public order or public morality or that is of a discriminating nature.
2. The Other Party shall indemnify CCare against any claims from third parties that are related to the manner in which the Other Party has made use of the web services delivered by CCare.
3. CCare may limit the data traffic. If parties have agreed such a limit, CCare shall be entitled, when this limit is exceeded, to charge the additional costs arising therefrom or the damage suffered by CCare to the Other Party.

4. Unless parties have agreed otherwise in writing, the agreed web services shall be provided for a term of 12 months. This term shall be extended automatically by the same period each time, unless one of the parties has terminated the agreement in writing ultimately before the end of the period.

Article 17: Maintenance

1. If a maintenance agreement has been concluded between parties for the benefit of the delivered services, items and/or the developed website, the Other Party shall report any defects to CCare in accordance with the procedures of CCare that are customary or contained herein. After receipt of a report CCare shall repair the defects to its best ability.
2. If parties have agreed a periodic payment for the maintenance agreement, the repair/remedy shall be free of charge, unless otherwise agreed in the maintenance agreement. CCare may, however, separately charge the costs of the (repair) work if it concerns user errors by the Other Party, other causes that are not attributable to CCare or if the items, the website and/or the result of the services delivered by others than CCare have or has been changed or maintained.
3. Unless parties have agreed otherwise in writing, the following work is not included in the maintenance agreement:
 - a. designing and programming activities;
 - b. work following telecommunication and data communication failures;
 - c. recovery of any lost data.

Article 18: Complaints

1. The Other Party shall inspect the hardware delivered immediately after receipt and shall state any visible defects, damage, deviations in numbers and/or other non-conformities on the waybill or the accompanying receipt or, for lack of them, it shall report them in writing to CCare within 2 working days.
2. The Other Party shall report complaints on the work carried out to CCare immediately after discovery - but no later than within a (warranty) period set by CCare after delivery. All consequences of not immediately reporting these are at the risk of the Other Party. If no (guarantee) period has been agreed, a (guarantee) period of 3 months shall apply.
3. Documents not first presented in draft form shall be checked by the Other Party immediately upon receipt thereof. Errors and/or imperfections that can reasonably be detected upon a first inspection must be reported in writing to CCare no later than within 2 working days. If such complaints are not filed on time, the documents received shall be deemed legible and complete and to conform to the agreement.
4. Complaints about the website or software developed must be reported by the Other Party to CCare in writing immediately after discovery – yet ultimately within the agreed guarantee period. If no explicit guarantee period has been agreed, a period of 1 year after completion shall apply.
5. If the complaint is not filed on time, it is no longer possible to appeal to the agreed guarantee.
6. Complaints shall not suspend the Other Party's payment obligations.
7. The Other Party shall enable CCare to investigate the complaint and shall provide all reasonable information for that purpose. If return shipment is necessary for investigation or if CCare needs to investigate the complaint on site, this shall occur at the expense of the Other Party, unless the complaint turns out to be valid. The transport risk shall at all times be borne by the Other Party.

8. All returns shall take place in a manner stipulated by CCare and in the original packaging and wrapping.
9. It is not possible to report complaints in view of the developed website or software or the result of the work carried out and/or services performed by CCare if technical changes have been made and/or the website, software or this result have/has been adapted after delivery/completion.

Article 19: Guarantees

1. CCare shall perform the agreed deliveries, work and services appropriately and in accordance with the standards applicable in her sector, but shall never provide a more extensive guarantee than that expressly agreed.
2. CCare shall be responsible during the guarantee period for the usual quality and reliability of the items delivered.
3. If the manufacturer or supplier provides a warranty for the items delivered by CCare, that guarantee shall equally apply between the parties. CCare shall notify the Other Party thereof.
4. When using the services required for the execution of the agreement, CCare will base herself on the information that the provider or other service provider will give to this end. If specific guarantees are issued for this performance of services by the provider or service provider, these guarantees shall apply in the same manner between parties. CCare shall notify the Other Party thereof.
5. No claim can be made under the guarantee until the Other Party has paid the agreed fee or the agreed price.
6. CCare shall not guarantee and shall never be considered to have guaranteed that the items delivered shall be suitable for the purpose for which the Other Party wishes to use them or have them used or that the result of the work carried out and/or services delivered or the software developed by CCare is in line with, can be linked to, can be used through the existing system of the Other Party, unless CCare has expressly confirmed this to the Other Party in writing.
7. If the Other Party justly makes a claim under the guarantee, CCare shall arrange repair or replacement of the items free of charge, carry out the agreed work in the correct manner at a later date, or arrange a refund or reduction of the agreed price or fee at CCare's discretion. If there is any additional damage, the provisions set out in the liability article shall apply.

Article 20: Liability

1. CCare shall not accept any liability beyond the explicitly agreed guarantees, guaranteed results, capacities, functionalities or quality requirements given by CCare.
2. CCare is only liable for direct damage. Every liability for consequential loss, such as trading loss, lost profit, loss sustained or damage due to delay are explicitly excluded.
3. The Other Party shall take all measures necessary to prevent or limit damage.
4. If CCare is liable, CCare's obligation to provide compensation shall at all times be limited to maximum the amount paid by her insurer in the respective case. If the insurer does not pay or if the damage is not covered by the insurance taken out by CCare, CCare's obligation to provide compensation shall be limited to maximum the invoice amount for the delivered/completed items, software, services provided and/or the work carried out.
5. In the event of continuing performance agreements, the obligation to provide compensation is limited to the invoice amount payable over the last 3 months if the insurer does not provide cover or if the damage is not covered by an insurance taken out by CCare.

6. The Other Party must sue CCare no later than within 6 months after the damage incurred has become known to it or should have become known to it.
7. In case of cloud computing and any affiliated services such as the performance of remote backups, CCare shall not be liable for damage suffered by the Other Party as a result of, for example, the loss of the Other Party's data, if the cause lies with third parties, such as providers and other service providers on internet. CCare is exclusively responsible for the correct and timely performance of the remote back-ups and is not liable for any damage as a result of failures in the underlying data traffic infrastructure, which is managed and maintained by third parties.
8. CCare is not liable - and the Other Party cannot make a claim under the applicable guarantee - if the damage has arisen due to:
 - a. incompetent use of the delivered/ completed items and/or website and/or result of the work carried out of services provided or use contrary to the directions, advice, operating instructions, manuals, etc. provided by or on behalf of CCare;
 - b. errors or imperfections in the information provided or prescribed by or on behalf of CCare;
 - c. use of non-official/illegal software;
 - d. the Other Party not making back-ups (on time) or not adequately protecting the information;
 - e. activities by hackers or cybercriminals;
 - f. instructions or directions from or on behalf of the Other Party;
 - g. the performance of repairs or other work or treatments to the items delivered/completed and performed by or on behalf of the Other Party, without the explicit prior permission of CCare.
9. The Other Party shall, in the cases stated in the previous paragraph be fully liable for the damage flowing from this and shall indemnify CCare from possible third party claims.
10. The limitations of the liability stated in this article shall not apply if the damage is due to intent and/or recklessness by CCare or her supervisory staff on a management level or if mandatory legal provisions oppose this. Only in these cases shall CCare indemnify the Other Party against any third party claims.

Article 21: Payment

1. CCare shall at all times be entitled to demand (partial) advance payment or any other security for payment.
2. Payment must be made by bank transfer to the bank account number given by CCare and within a time limit of 14 days after the invoice date, unless the parties have agreed a different payment mode or period in writing. The invoice shall be considered correct if the Other Party has not contested it within this payment deadline.
3. If an invoice is not fully paid after expiry of the term referred to in the previous paragraph or if it was not possible to pay the amount by direct debit, the Other Party is due to CCare a default interest of 2% per month, to be calculated cumulatively over the principal sum. Parts of a month shall be counted as full months.
4. If the Other Party still fails to pay after receiving notice, CCare, may furthermore charge the extrajudicial collection costs to the Other Party, amounting to 15% of the invoice sum with a minimum of € 40.00.
5. For the calculation of the extrajudicial collection costs CCare shall be entitled to increase the principal sum of the claim after the expiry of one year by the default interest accrued in that year.
6. In case of full non-payment, CCare shall be entitled to dissolve the agreement by giving written notice without further notice of default being required or suspend its obligations under the agreement until full payment has been made or appropriate security has been provided. CCare

- shall also have the aforementioned right of suspension if it has legitimate grounds to doubt the Other Party's creditworthiness even before the Other Party enters into default regarding payment.
7. CCare shall first apply the payments made by the Other Party to settle all the outstanding interest and costs and then against the longest outstanding payable invoices unless the Other Party expressly states at the time of payment that the payment relates to a later invoice.
 8. The Other Party shall not be entitled to offset claims from CCare against any counterclaims that it may have against CCare. This shall also apply if the Other Party applies for (temporary) suspension of payment or is declared bankrupt.
 9. If, in the event of a continuing performance agreement, full payment is not forthcoming, CCare shall give the Other Party notice of default in writing and give it a reasonable term to pay at a later date. If full payment is again not forthcoming and the payment arrears amount to 2 months or more, CCare shall be entitled to suspend its provision of services until full payment has been made or proper security has been provided or it may dissolve the agreement by giving written notice. CCare shall notify the Other Party of any intended suspension/dissolution. Suspension shall include: blocking the website exploited on behalf of the Other Party or website(s), domain names, email addresses or servers made available to the Other Party. All damage that CCare will suffer as a result of this as well as the costs of reconnecting or reactivating the performance of services shall be at the expense of the Other Party.

Article 22: Reservation of ownership

1. All items supplied/ to be supplied under the agreement shall remain the property of CCare until the Other Party has met all its payments obligations.
2. These payment obligations consist of payment of the purchase price of the items, increased by claims relating to work performed in connection with the delivery and claims on the grounds of breach by the Other Party, such as claims to pay damages, extrajudicial collection costs, interest and possible penalties.
3. On delivery of identical, non-individual items, the consignment relating to the oldest invoices is deemed to have been sold first. The title always retains to all items delivered which are still in stock, in the shop and/or part of the inventory and equipment of the Other Party when invoking a retention of title.
4. As long as the title is retained in the items, the Other Party may not pledge the items in any manner or bring items under the actual control of a financier.
5. The Other Party shall notify CCare immediately in writing if third parties pretend to have ownership or other rights to the items.
6. As long as the Other Party holds the items, it shall carefully store them as identifiable property of CCare.
7. The Other Party shall arrange for a commercial insurance or contents insurance to ensure that the items delivered under the retention of title are at all times included under the policy. It shall allow CCare inspection of the insurance policy and the respective premium payment receipts on its demand.
8. If the Other Party acts contrary to the provisions of this Article or if CCare relies on the retention of title, CCare and its employees shall be allowed to enter the site of the Other Party and take back the items. This does not prejudice CCare's entitlement to compensation of damage, lost profit and interest and the right to dissolve the agreement by giving written notice without any notice of default.

Article 23: General provisions regarding intellectual property rights

1. CCare is and shall remain the party entitled to all intellectual property rights which are vested in, arising from, connected with and/or belonging to (the result of) services delivered or work carried out by CCare in the context of the agreement, including the intellectual property rights regarding the delivered databases and source codes in the context of the development of the website and/or software.
2. The exercise of the rights referred to in the previous paragraph is, both during and at the end of the execution of the agreement, explicitly and exclusively reserved to CCare. In view of the databases and source codes referred to in the previous paragraph the Other party shall only obtain the (user)rights that parties have explicitly agreed in writing.
3. The Other Party is not permitted to:
 - a. use the documents and items delivered or produced by CCare outside the context of the agreement;
 - b. provide these documents and items to third parties;
 - c. allow inspection into them to third parties;
 - d. multiply these documents and items;
 - e. copy, change, reproduce, etc. the documents and items delivered or produced by CCare without the prior written permission of CCare.
4. The Other Party guarantees that any documents and files provided by it to CCare shall not infringe any intellectual property right of a third party. It shall be liable for any damage incurred by CCare as a result of these infringements and shall indemnify CCare against any claims from these third parties.
5. CCare guarantees that the documents and items completed/delivered by him shall as such not infringe any Dutch copyrights, patent rights, design rights or other rights of intellectual property of third parties.
6. Nevertheless, if it should be recognised by CCare or decided by a Dutch court that the documents or items completed/delivered by CCare infringe the aforesaid rights of third parties, CCare will - after consultation with the Other Party - replace the documents or items concerned by documents or items that do not infringe the right concerned, obtain a licence right to this effect or to take back the delivered/completed against a refund of the purchase price less the depreciations considered standard, without being obliged to pay compensation.
7. The Other Party is only entitled to the options referred to in the previous paragraph if it has informed CCare about the (alleged) claims from third parties – stating all relevant particulars for this matter - at such a time that CCare is able to defend her rights to this effect appropriately. CCare shall then indemnify the Other Party against any claims from third parties arising from the infringements referred to in the previous paragraph, provided that the Other Party exclusively leaves the dealing with any legal action to CCare and renders all essential assistance in this.
8. CCare is permitted to take technical measures to protect its rights.

Article 24: Bankruptcy and loss of power to dispose of property, etc.

1. CCare shall be entitled to dissolve the agreement without any notice of default by giving written notice to the Other Party, at the time when the Other Party:
 - a. is declared bankrupt or a petition for bankruptcy for this purpose has been filed;
 - b. applies for (temporary) suspension of payment;
 - c. is affected by enforceable seizure;

- d. is placed under guardianship or judicial supervision;
 - e. otherwise loses the power of disposition or legal capacity regarding (parts of) its assets.
2. The Other Party shall at all times notify the guardian or the administrator of the (content of the) agreement and these General Terms and Conditions.

Article 25: Force majeure

1. In the event of force majeure with respect to the Other Party or CCare, the latter shall be entitled to dissolve the agreement by giving written notice to the Other Party or to suspend her obligations towards the Other Party for a reasonable period without being liable for any compensation.
2. Force majeure with respect to CCare shall mean: a non-culpable shortcoming by CCare, third parties, suppliers or providers engaged by her or other serious grounds on its part.
3. The following shall be considered as force majeure with respect to CCare: war, revolt, mobilisation, domestic and foreign riots, government measures, strikes within CCare's organisation or the threat of this and similar circumstances, disturbances to the exchange rates prevailing at the time of entering into the agreement, business interruptions due to fire, break-in, sabotage, natural and similar phenomena also due to weather conditions, roadblocks, accidents and import and export hindering measures, and transport difficulties and delivery problems arisen.
4. If the force majeure occurs after part of the agreement has already been carried out, the Other Party shall be obliged to fulfil its obligations towards CCare up to that point.

Article 26: Cancellation, suspension

1. If the Other Party wishes to cancel the agreement prior to or during its execution, CCare may demand fixed compensation from the Other Party for all costs incurred and damage suffered due to the cancellation, including the lost profit. This compensation shall amount to 20 to 100 per cent of the agreed price at CCare's discretion and depending on the deliveries already made.
2. If the Other Party should cancel a planned appointment less than 24 hours beforehand or postpone it, CCare shall be permitted to charge the time reserved for it to the Other Party on the basis of the agreed/customary hourly rate.
3. The Other Party shall indemnify CCare for claims from these third parties arising from this.
4. CCare shall be entitled to offset all amounts paid by the Other Party against the amounts of compensation owed by the Other Party.
5. When suspending the agreement at the request of the Other Party, all payments due up for all work carried out/services provided shall be immediately payable and CCare shall be entitled to charge these to the Other Party. This shall also be applicable to all costs incurred, costs arising from the suspension and/or hours already reserved for the suspension period at the moment of suspension.
6. If any costs are incurred by CCare for the resumption of the work/ provision of services, they shall be charged to the Other Party. If it is not possible to resume the execution of the agreement after the agreed suspension period, CCare shall be entitled to dissolve the agreement by giving written notice to the Other Party.

Article 27: Applicable law/jurisdiction

1. The agreement concluded between the Parties is exclusively governed by Dutch law.
2. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.

3. Any disputed shall be adjudicated by the competent court in the domicile where CCare has her registered office, but CCare shall at all times be entitled to bring the dispute before the competent court in the domicile where the Other Party has its registered office.
4. If the Other Party is established outside the Netherlands, CCare shall have the option to submit the dispute to the competent court in the country or the state where the Other Party is established.

Date: April 15, 2019