Date: 7/16/2023

Terms and conditions Maxvankekeren-IT

These general terms and conditions apply to every offer or quotation from Maxvankekeren-IT with regard to Services and form an integral part of every Agreement between Maxvankekeren-IT and the Client. Provisions or conditions set by the Client that deviate from, or do not appear in, these General Terms and Conditions are only binding on Maxvankekeren-IT if and insofar as they have been expressly accepted by Maxvankekeren-IT In Writing.

Article 1. Definitions of terms used.

In these terms and conditions:

Maxvankekeren-IT: the company Maxvankekeren-IT, established in Haarlem and registered with the Chamber of Commerce under Chamber of Commerce number 69347166.

Maxvankekeren-IT Website: the Maxvankekeren-IT website, accessible via the domain www.maxvankekeren-it.nl.

Subscription:

the Agreement in which one or more Parties commits to perform continuously or repeatedly during a certain period of time (e.g. a hosting contract of 12 months). Domain names are excluded from Subscription.

Account:

the access right to a user interface with which the Client can manage and configure (certain aspects of) the Services, as well as the configuration(s) and the files stored for the Client themselves.

Terms and Conditions: the provisions of this document.

Client: the natural person or legal person with whom Maxvankekeren-IT has concluded an Agreement. This also includes the person who enters into or is negotiating with Maxvankekeren-IT, as well as his/her representative(s), authorized representative(s), successor(s) in title and heirs.

Service(s):

the products and/or services that Maxvankekeren-IT will deliver to the Client under an Agreement.

Materials:

all works, such as websites and (web) applications, software, house styles, logos, folders, brochures, leaflets, lettering, advertisements, marketing and/or communication plans, concepts, images, texts, sketches, documentation, advice, reports and other products of the mind, as well as preparatory material thereof and (whether or not encoded) files or data carriers on which the Materials are located.

Agreement:

any agreement between Maxvankekeren-IT and the Client on the basis of which Maxvankekeren-IT provides Services to the Client.

Parties): Party or Party(ies) is to be understoodMaxvankekeren-IT and/or Client.

Processing agreement: agreement between Maxvankekeren-IT and the Client, drawn up by Maxvankekeren-IT, based on the provisions of the General Regulation Data protection. The Processor Agreement is deemed to be an integral part of the Agreement. The Processor Agreement is attached to these General Terms and Conditions as an appendix, but can also be downloaded independently via the Maxvankekeren-IT Website.

Written:

in addition to paper documents, also e-mail and communication by fax, provided that the identity of the sender and the integrity of the message are sufficiently established.

Service Level Agreement (SLA): agreement between Maxvankekeren-IT and the Client, drawn up by Maxvankekeren-IT, with regard to agreed specific additional rights and obligations of the Parties with regard to Services specifically described in the SLA and insofar as not stated in these General Terms and Conditions. An SLA is only valid if signed with date by both Maxvankekeren-IT and the Client.

Applications With Increased Risk: applications where an error in the Services can lead to death or serious injury, serious environmental damage or loss of (personal) data with very high consequential damage. Examples of High Risk Applications are: transport systems where a fault could cause trains to derail or planes to crash; medical systems where an error could result in a patient not being able to receive treatment or receiving the wrong treatment; systems on which a substantial part of the population depends for the allocation of crucial government services, such as DigiD; systems in which (a lot of) medical data or other special data within the meaning of the General Data Protection Regulation, or otherwise highly sensitive data are stored.

Capitalized terms have the meanings given in this article.

Article 2. Entering into the agreement

2.1   The Client can use the Services directly from theMaxvankekeren-IT Request a website. The Agreement comes into existence at the moment of sending the (whether or not automatically generated) e-mail from Maxvankekeren-IT containing the confirmation and acceptance of the request.

2.2   At the same time as the Agreement is concluded, betweenMaxvankekeren-IT (in its capacity as Processor) has concluded a Processing Agreement with the Client (in its capacity as Controller), which is deemed to form an integral whole with the Agreement.

2.3   The General Terms and Conditions apply to the Agreement at all times.

2.4   If the Client is a consumer, the Client has a period of fourteen days, from the moment the order was placed, to terminate the Agreement In Writing and free of charge.dissolve. Domain names are excluded from this because they are recorded on the basis of the specifications of the Client (customization) or are personal in nature.

Article 3. Execution of the agreement

3.1   After the conclusion of the AgreementMaxvankekeren-IT will comply with these to the best of its ability and with due care and professionalism.

3.2   Maxvankekeren-IT will make every effort to realize high-quality and uninterrupted availability of Services and associated systems and networks, and to realize access to data stored by the Client. However, Maxvankekeren-IT offers no guarantees about quality or availability, unless agreed otherwise in the quotation by means of a Service Level Agreement (SLA) designated as such.

3.3   Maxvankekeren-IT has the right to temporarily decommission its systems, website or parts thereof for adjustment, maintenance, functional adjustment or improvement or to repair errors. Maxvankekeren-IT will allow the decommissioning to take place outside office hours as much as possible and will endeavor to inform the Client of this in a timely manner. In the event of a functional adjustment or improvement, this may be relevant for several Clients, so that it is not possible for the Client to waive one specific adjustment or improvement. Maxvankekeren-IT is never liable for damages to the Client in connection with temporary decommissioning or functional adjustment or improvement.

3.4   By means ofMaxvankekeren-IT stated terms of delivery are always indicative, except where the applicable SLA sets terms that can only be interpreted as an obligation of result.

3.5   If and insofar as the proper execution of the Agreement requires this, hasMaxvankekeren-IT has the right to have certain activities performed by third parties. Any unexpected additional costs associated with this are for the account of the Client, unless agreed otherwise. These General Terms and Conditions also apply to the work performed by third parties in the context of the Agreement.

3.6   If agreed, willMaxvankekeren-IT provide the Client with access to an Account. The Account will be accessible by entering a password and username. Every action that takes place through the Account of the Client or an Account created by the Client is deemed to have been carried out under the responsibility and risk of the Client. If the Client suspects or should reasonably suspect or know that an Account is being misused, the Client must report this to Maxvankekeren-IT as soon as possible so that it can take measures.

3.7 Maxvankekeren-IT will remain available for a reasonable level of remote customer support by chat and/or e-mail, during regular office hours, insofar as the applicable SLA does not stipulate otherwise.

3.8   All changes to the Agreement, either at the request of the Client or as a result of the fact that a different performance is necessary due to whatever circumstances, will becosts are involved, regarded as additional work and, insofar as this results in fewer costs, as less work. These will be invoiced accordingly to the Client.

Article 4. Obligations of the Client

4.1   The Client is obliged to do and refrain from doing anything that is reasonably necessary and desirable to enable timely and correct execution of the Agreement. In particular, the Client ensures that all data of whichMaxvankekeren-IT indicates that these are necessary or of which the Client should reasonably understand that they are necessary for the performance of the Services, are provided to Maxvankekeren-IT in a timely manner. The period within which Maxvankekeren-IT must execute the Agreement does not start until all requested and necessary data have been received by Maxvankekeren-IT.

4.2   If the Client knows or can suspect thatMaxvankekeren-IT will have to take certain (additional) measures in order to fulfill its obligations, the Client will immediately inform Maxvankekeren-IT thereof. This obligation applies, for example, if the Client knows or should foresee that an extraordinary peak in the load on the systems of Maxvankekeren-IT will arise, which could in any probability cause unavailability of the Services. This applies all the more if the Client knows that Services are also provided to others via the same systems that Maxvankekeren-IT uses to provide Services to the Client. After warning, Maxvankekeren-IT will do everything possible to prevent unavailability of the Services. Unless expressly agreed otherwise in Writing,

4.3   Under no circumstances may Client use the Services for Increased Applications Risk.

4.4   If the Client requires any permit or other permission from government authorities or third parties for the specific use it gives or intends to give to the Services, the Client must itself ensure that this is obtained. The Client guarantees in respect ofMaxvankekeren-IT that it possesses all permits and/or permissions that are necessary for the use of the Services by the Client.

Article 5. Rules of conduct and notice/takedown

5.1 The Client is prohibited from using the Services to violate Dutch or other laws or regulations applicable to the Client or Maxvankekeren-IT or to infringe the rights of others.

5.2   The Client is prohibited (whether legally or not) from using the Services to offer or distribute Materials that:

- are clearly primarily intended to assist others in violating the rights of third parties, such as websites with (exclusively or mainly) hacking tools or explanations about computer crime that are apparently intended to enable the reader to commit or have committed the described criminal behavior and not to defend against it;

- be manifestly libelous, defamatory, abusive, racist, discriminatory or hateful;

- contain child pornography or bestiality pornography or appear to be aimed at helping others find such materials;

- result in a violation of the privacy of third parties, including in any case but not limited to the distribution of personal data of third parties without permission or necessity or the repeated harassment of third parties with undesired communications;

- contain hyperlinks, torrents or references to (locations of) material that clearly infringes copyrights, neighboring rights or portrait rights; • contains unsolicited commercial, charitable or non-commercial communications;

- contains malicious content such as viruses or spyware.

5.3   Distribution of pornographic Materials through the Services is permitted as long as it does not constitute a nuisance or other violation of these Terms and Conditions.

5.4   The Client shall refrain from hindering other customers or internet users or causing damage to systems or networks of Maxvankekeren-IT or other customers. The Client is prohibited from starting up processes or programs, whether or not via the systems of Maxvankekeren-IT, of which the Client knows or can reasonably suspect that this will hinder or damage Maxvankekeren-IT, its customers or internet users.

5.5   If, in the opinion of Maxvankekeren-IT, nuisance, damage or another danger arises for the functioning of the computer systems or the network of Maxvankekeren-IT or third parties and/or of the services via the internet, in particular due to excessive sending of e-mail or other data, denial-of-service attacks, poorly secured systems or activities of viruses, Trojans and similar software, Maxvankekeren-IT is entitled to take all measures it reasonably deems necessary to avert or prevent this danger. .

5.6   When Maxvankekeren-IT receives a complaint about a violation of this article by the Client, or finds itself that this appears to be the case, Maxvankekeren-IT will inform the Client of the complaint or violation as soon as possible. Client will respond as soon as possible
after which Maxvankekeren-IT will decide how to act.

5.7   If Maxvankekeren-IT is of the opinion that there has been a violation, it will block access to the relevant Material, but without permanently removing this Material (unless this proves technically impossible, in which case Maxvankekeren-IT will make a backup). Maxvankekeren-IT will make every effort not to affect any other Materials. Maxvankekeren-IT will inform the Client of measures taken as soon as possible.

5.8   Maxvankekeren-IT is at all times entitled to report established criminal offenses.

5.9   Although Maxvankekeren-IT strives to act as reasonably, carefully and adequately as possible after complaints about the Client, Maxvankekeren-IT is never obliged to pay compensation for damage as a result of measures as referred to in this article.

Article 6. Resellers

6.1   The Client is permitted to resell the Services, but only in combination with or as part of the Client's own products or services and without the name of the Client.to make Maxvankekeren-IT known as a supplier or subcontractor. The client must indemnify Maxvankekeren-IT against all claims by its customers. Maxvankekeren-IT may also take full action in the event of violations of these General Terms and Conditions by those customers.

6.2 When reselling, the client acts in its own name, at its own expense and risk and is not entitled to conclude agreements for or on behalf of Maxvankekeren-IT or to give the impression that it represents Maxvankekeren-IT.

6.3 Non-payment or late payment by customers of the Client does not release the Client from its obligations towards Maxvankekeren-IT.

6.4 The Client is only after written permission fromMaxvankekeren-IT is entitled to use the trade name, brand name, logo and signs of Maxvankekeren-IT in its communication to its customers or for promotional or commercial purposes.

6.5 The Client is at all times responsible for all that its customers do or fail to do via the systems or networks ofMaxvankekeren-IT.

Article 7. Application for domain names

7.1 The application, allocation and possible use of a domain name depend on and are subject to the applicable rules and procedures of the relevant registering authorities, such as the Stichting Internet Domeinregistratie Nederland for .nl domain names. The relevant authority decides on the allocation of a domain name.Maxvankekeren-IT only plays an intermediary role in the application and does not guarantee that an application will also be honored.

7.2 An invoice for registration costs is not a confirmation of registration. Client receives fromMaxvankekeren-IT no Written confirmation of registration, it is the responsibility of the Client itself to check within its Account whether a domain name has been definitively registered in the name and/or for the account of the Client.

7.3 If a domain name cannot be registered in the name and/or for the account of the Client, the Agreement will be immediately terminated or dissolved.Maxvankekeren-IT will issue a credit invoice to the Client for the amount already invoiced for the services not performed.

7.4 Maxvankekeren-IT is expressly not liable for compensation for direct damage, indirect damage, consequential damage, lost profit, missed savings and damage due to business interruption that would be the result of a failed registration attempt of a domain name.

7.5 Client indemnifies and holdsMaxvankekeren-IT indemnified for all damage related to (the use of) a domain name on behalf of or by the Client. Maxvankekeren-IT is not liable for the loss by the Client of its right(s) to a domain name or for the fact that the domain name is requested and/or obtained by a third party in the meantime.

7.6 The Client must comply with the rules set by registering authorities for the application, allocation or use of a domain name.Maxvankekeren-IT will refer to these rules during the registration procedure.

7.7 Maxvankekeren-IT has the right to make the domain name inaccessible or unusable, or to place it in its own name if the Client demonstrably fails to comply with the Agreement, but only for the duration that The Client is in default and has only been given a written notice of default after a reasonable term has elapsed.

7.8   In the event of dissolution of the Agreement due to non-performance by the ClientMaxvankekeren-IT is entitled to cancel a domain name of the Client with due observance of a notice period of two months.

Article 8. Storage and data limits

8.1   The Client is not permitted to use more storage and/or data limits than indicated in the relevant Service.Maxvankekeren-IT is entitled to charge the Client for exceeding the limit(s) afterwards.

8.2   The Fair Use Policy applies to Services with unlimited storage and/or data limits. This Fair Use Policy can be downloaded from theMaxvankekeren-IT Website and shall be deemed to form an integral part of the Agreement.

8.3   If the exceeding of storage and/or data limits is the result of a hack or an error caused by the Client or attributable to the Client, the excess of the limit(s) can be charged to the Client afterwards.

8.4   There is no liability for the consequences of not being able to send, receive, store or change data if an agreed limit for storage space or data traffic has been exceeded.

8.5   When an excessive amount of data traffic is caused by an outside cause (such as a denial of service attack),Maxvankekeren-IT is entitled to charge the costs reasonably to the Customer.

Article 9. Intellectual property rights

9.1   All intellectual property rights in all under the Agreement byMaxvankekeren-IT developed or made available Materials are exclusively held by Maxvankekeren-IT or its licensors.

9.2   The Client will only acquire the rights of use and powers that are explicitly granted in these General Terms and Conditions, the Agreement or otherwise In Writing and otherwise the Client will not reproduce or publish these Materials. The aforementioned is subject to an exception if it is unmistakable by mistake that the Client has failed to expressly grant such a right. However, release of source code of Materials is only mandatory at all times if explicitly agreed.

9.3   Unless agreed otherwise In Writing, the Client is not permitted to remove or change any designation regarding copyrights, brands, trade names or other intellectual property rights from these Materials, including designations regarding the confidential nature and secrecy of the materials. .

9.4 Maxvankekeren-IT is allowed to take technical measures to protect its Materials. If Maxvankekeren-IT has secured these Materials by means of technical protection, the Client is not permitted to remove or evade this protection, except if and insofar as the law stipulates the contrary.

Article 10. Prices

10.1   Unless expressly stated otherwise with an amount, all are dueMaxvankekeren-IT prices are exclusive of turnover tax and other levies imposed by the government.

10.2   If a price is based on information provided by the Client and this information proves to be incorrect, thenMaxvankekeren-IT has the right to adjust the prices accordingly, even after the Agreement has already been concluded.

10.3 If the Agreement concerns a Subscription, Maxvankekeren-IT is entitled to change the rates used at any time.

10.4 The same conditions and procedures apply to price changes as to changes to the Services and to these General Terms and Conditions.

Article 11. Terms of payment

11.1   Maxvankekeren-IT will invoice the amounts owed by the Client to the Client. Maxvankekeren-IT may issue electronic invoices. Maxvankekeren-IT has the right to charge amounts due periodically prior to the provision of the Services.

11.2   The payment term of an invoice is in advance, unless otherwise agreed in Writing.

11.3   If Client after30 days after the payment term has not yet paid in full, he is automatically in default without notice of default being required.

11.4   If the Client is in default, this has the following consequences:

- The statutory interest is due on the outstanding amount;

- the websites and other Materials hosted for the Client may be made inaccessible without further warning until the outstanding amounts, interest and the like have been paid.

    11.5   Unless the Client is a consumer, the Client may not appeal to suspension, settlement or deduction.

    11.6   In the event that the Client fails to fulfill any obligation under the Agreement, Maxvankekeren-IT is entitled, without any notice of default, to take back delivered goods, in addition to suspending Services, without prejudice to Maxvankekeren-IT's right to compensation for damage, loss of profit and interest.

Article 12. Liability

12.1   Maxvankekeren-IT is not liable for any compensation in the context of the formation, fulfillment or performance of the Agreement, regardless of the grounds on which an action for compensation would be based, except if the damage is a result of intentional or deliberately reckless actions.

12.2   IfMaxvankekeren-IT is nevertheless liable for any damage, notwithstanding Article 12 paragraph 1, then this liability is limited to the (maximum) amount that is paid out by the professional liability insurance of Maxvankekeren-IT in the relevant case.

12.3   If, for whatever reason, no payment is made under the insurance referred to in paragraph 2, the total liability ofMaxvankekeren-IT for damage suffered by the Client as a result of an attributable shortcoming in the fulfillment by Maxvankekeren-IT of its obligations under the Agreement, expressly including any shortcoming in the fulfillment of a warranty obligation agreed with the Client, or due to an unlawful act by Maxvankekeren-IT, its employees or third parties engaged by it, limited per event or a series of related events

to an amount equal to the total of the compensations (excluding VAT) that the Client will owe under the Agreement. The limitation to a maximum of the contract price also applies if the insurance cover is lost due to the actions of Maxvankekeren-IT itself. For example, because Maxvankekeren-IT does not observe a formal requirement included in the policy.

12.4   Maxvankekeren-IT is expressly not liable for indirect damage, consequential damage, lost profit, missed savings and damage due to business interruption.

12.5 Maxvankekeren-IT is expressly not liable for any shortcomings of third parties engaged by Maxvankekeren-IT.

12.6   The liability ofMaxvankekeren-IT due to attributable shortcoming in the fulfillment of the An agreement only arises if the Client gives Maxvankekeren-IT immediate and proper notice of default In Writing, stating a reasonable term to remedy the shortcoming, and Maxvankekeren-IT imputably continues to fail in the fulfillment of its obligations after that term. The notice of default must contain as detailed a description as possible of the shortcoming, so that Maxvankekeren-IT is able to respond adequately. The notice of default must be received by Maxvankekeren-IT within 30 days after the discovery of the damage.

12.7   Client is towardsMaxvankekeren-IT is liable for damage caused by an error or shortcoming attributable to it. The Client indemnifies Maxvankekeren-IT against claims regarding non-compliance with the rules of conduct in Article 5 when using the Services by or with the permission of the Client. This indemnification also applies to persons who are not employees of the Client, but who nevertheless use the Services. under the responsibility or with the consent of the Client.

12.8   Any claim for damages by the Client against the Processor that has not been specified and explicitly reported, lapses by the mere lapse of twelve (12) months after the claim arose.

Article 13. Force majeure

13.1   None of the Parties can be held to fulfill any obligation if a circumstance beyond the control of the Parties, which could not or should not have been foreseen when the Agreement was concluded, nullifies any reasonable possibility of fulfillment.

13.2   Force majeure includes (but is not limited to):

- failures of public infrastructure normally available to Maxvankekeren-IT, on which the provision of the Services depends, but over which Maxvankekeren-IT cannot exercise actual power or contractual performance obligation, such as the operation of the registers of IANA, RIPE or SIDN , and all networks in the internet with which Maxvankekeren-IT has not concluded a contract;

- failures in infrastructure and/or Services of Maxvankekeren-IT that are caused by computer crime, for example (D)DOS attacks or successful or unsuccessful attempts to circumvent network security or system security;

- shortcomings of suppliers of Maxvankekeren-IT, which Maxvankekeren-IT could not foresee and for which Maxvankekeren-IT cannot hold its supplier liable, for example because the relevant supplier was (also) subject to force majeure;

- Deficiency of goods, equipment, software or other source material for which the Client has prescribed the use;

- Unavailability of staff (due to illness or otherwise);

- Government measures, general transport problems, strikes, wars, terrorist attacks and internal disturbances.

13.3   If a force majeure situation lasts longer than three months, each of the Parties has the right to terminate the agreement In Writing. In that case, what has already been performed on the basis of the agreement will be settled pro rata, without the Parties owing each other anything.

Article 14. Confidentiality

14.1   Parties will treat information that they provide to each other before, during or after the performance of the Agreement confidential if this information is marked as confidential or if the receiving party knows or should reasonably suspect that the information is intended to be confidential.used to be. Parties also impose this obligation on their employees as well as on third parties engaged by them for the implementation of the Agreement.

14.2   Maxvankekeren-IT will not take cognizance of data that the Client stores and/or distributes via the systems of Maxvankekeren-IT, unless this is necessary for the proper execution of the Agreement or Maxvankekeren-IT is obliged to do so pursuant to a legal provision or court order. In that case, Maxvankekeren-IT will endeavor to limit the knowledge of the data as much as possible, insofar as this is within its power.

14.3   The obligation of secrecy also continues after termination of the Agreement for whatever reason, and for as long as the disclosing party can reasonably claim the confidential nature of the information.

Article 15. Processing of personal data

15.1 The parties agree that Maxvankekeren-IT is a "processor" with regard to the processing of personal data and the Client is a "controller" within the meaning of the General Data Protection Regulation. In this context, if personal data are processed in the performance of the Agreement, the provisions of the Processor Agreement apply.

15.2   The responsibility for compliance with the obligation when processing personal data by means of the Agreement lies entirely with the Client. The Client is responsible for the lawful processing of personal data and that the rights of third parties are not infringed.

15.3   The Client indemnifiesMaxvankekeren-IT against any legal claim by third parties if that claim, in whatever form, is related to the processing of personal data as well as against any fines imposed on the Client by the Dutch Data Protection Authority or other supervisory authorities.

Article 16. Duration, cancellation and extension

16.1   If the Service under the Agreement concerns the registration, renewal, reactivation or removal of a domain name from quarantine, the Agreement will be entered into for a minimum period of one year. If there is a transfer of a domain name toMaxvankekeren-IT, the Agreement is entered into until the next renewal date of the domain name.

16.2 Services from Subscription, with the exception of domain names, are entered into for the term as stated separately for the Services on the Maxvankekeren-IT Website.

16.3 Before the Subscription ends, the Client will receive a request to extend it, for a period to be determined by the Client itself. The Agreement will only be extended if the Client indicates that it wishes to do so.

16.4   The Client has the option of extending the Services from the Subscription automatically (see also Article 17) or manually (see also Article 18).

16.5   If the Client is a consumer, the Client has the right to dissolve the Agreement without giving any reason within 14 days after the Agreement was concluded. Domain names are excluded from this cooling-off period because they are recorded on the basis of the Client's specifications or are personal in nature.

16.6   If a fixed term has been agreed for the Subscription, both when entering into the Agreement as in the case of renewal of the Agreement, neither Party may unilaterally terminate the Agreement before the term has expired, except if there is a special ground for termination, as described in Article 16.7.

16.7   Maxvankekeren-IT may immediately suspend or terminate the Agreement In Writing if at least one of the following special grounds applies:

a)   Client is in default with regard to an essential obligation;

b)   The bankruptcy of the Client has been requested;

c)   The Client has applied for suspension of payment;

d)   The Client's activities are terminated or liquidated.

16.8   If Maxvankekeren-IT suspends compliance with its obligations, it retains its claims under the law and the Agreement, including the claim to payment for the Services that have been suspended.

16.9   The Client can give notice of termination via the same channel as through which the agreement was entered into.

16.10   If the Agreement is terminated or dissolved, the claims of Maxvankekeren-IT against the Client are immediately due and payable. In the event of dissolution of the Agreement, amounts already invoiced for services rendered remain due, without any obligation to undo. In the event of dissolution by the Client, the Client may only dissolve that part of the agreement that has not yet been executed by Maxvankekeren-IT. If the dissolution is attributable to the Client, Maxvankekeren-IT is entitled to compensation for the damage that arises directly and indirectly as a result.

16.11   The right to suspension in the above cases applies to all Agreements concluded with the Client simultaneously, even if the Client is only in default with regard to one Agreement, and without prejudice to Maxvankekeren-IT's right to compensation for damage, lost profit and interest.

Article 17. Automatic Renewal

17.1 If the Client has opted for automatic renewal and has fulfilled the payment obligation, the Service will be automatically renewed at the end of the agreed term for the same Subscription Term.

17.2   The Client is responsible for activating the option to automatically renew Services within its Account.

17.3   The Client is responsible for verifying whether automatic renewal of the Services has also taken place.

17.4   For renewal of the Services, an automatic payment order will be submitted 45 days prior to the expiration date. Automatic renewal only takes place if the entire payment has been received before the expiry dateMaxvankekeren-IT has been received and processed .

17.5   If the Client has not fulfilled the obligations associated with the automatic renewal of the Services before the expiry date, the Agreement will be deemed to have been dissolved on the expiry date.

17.6 The expiration date is understood to mean the date on which Maxvankekeren-IT's obligation to provide Services under the Agreement with the Client ends. The expiration time is set to 00:01 on the expiration date.

Article 18. Manual Renewal

18.1 If the Client has opted for manual renewal, the Services will automatically end at the end of the agreed term, unless the Client proceeds to extend the Service.

18.2   It is the responsibility of the Client to keep an eye on the expiration date of the Services and to take the initiative to renew the Services.

18.3 If the Client wishes to renew, then after the Client has logged in to his Account on the Maxvankekeren-IT Website, renewal and payment can be made.

18.4   Manual renewal only occurs whenMaxvankekeren-IT the full payment of the has received and been able to process Services. It is therefore necessary that the Client arranges for extension and payment of the newly agreed term at least 5 days before the expiry of the current term of the Services.

Article 19. Procedure after termination

19.1 After termination of the Agreement, as a result of cancellation or dissolution, Maxvankekeren-IT is entitled to immediately delete all stored data or make it inaccessible and to cancel all Accounts of the Client.

19.2   The deletion of data stored for the Client is always done with the aid of a software 'data shredder' to make the deletion irreversible. (The word

'irreversible' refers to the process of erasure and does not mean that the data would no longer exist anywhere (in the world).)

Article 20. Order of precedence and amendment of conditions

20.1   Maxvankekeren-IT reserves the right to change or supplement the Services and these General Terms and Conditions. Changes also apply to agreements already concluded, with due observance of a period of 30 days after notification of the change.

20.2   Changes will be announced on theMaxvankekeren-IT Website, or another channel of which Maxvankekeren-IT can prove that the announcement has reached the Client. Non-substantive changes of minor importance can be made at any time and do not require notification.

20.3   If the Client does not wish to accept a change, the Client must inform In Writing, stating reasons, within two weeks of notificationMaxvankekeren-IT. Maxvankekeren-IT can then reconsider the change. If Maxvankekeren-IT does not subsequently withdraw the change, the Client can terminate the agreement by this date until the date on which the new terms and conditions take effect.

20.4   Provisions relating to specific Services, if applicable, take precedence over general provisions relating to all Services. Further or deviating agreements betweenMaxvankekeren-IT and the Client or provisions or conditions set by the Client only prevail over these General Terms and Conditions if they have been accepted in Writing by Maxvankekeren-IT.

Article 21. Other provisions

21.1   Dutch law applies to the Agreement.

21.2   Insofar as not dictated otherwise by mandatory law, all disputes that may arise as a result of the Agreement will be submitted to the competent Dutch court for the district in whichMaxvankekeren-IT is located.

21.3   If any provision of the Agreement proves to be null and void, this will not affect the validity of the entire Agreement. In that case, the parties will adopt (a) new provision(s) as a replacement, which will give shape to the intention of the original Agreement and General Terms and Conditions as far as legally possible.

21.4   Information and notices, including price indications, on theMaxvankekeren-IT Website are subject to programming and typing errors. In the event of any inconsistency between the Website and the Agreement, the Agreement shall prevail.

21.5   The log files and other electronic or non-electronic administration ofMaxvankekeren-IT constitute complete proof of statements made by Maxvankekeren-IT and the version of any (electronic) communication received or stored by Maxvankekeren-IT is considered authentic, subject to proof to the contrary being provided by the Client.

21.6   The parties will always inform each other immediately In Writing of any changes in name, postal address, e-mail address, telephone number and, if requested, bank or giro number.

21.7   Each party is only entitled to transfer its rights and obligations under the Agreement to a third party with the prior written consent of the other party. However, this permission is not necessary in the event of a company takeover or takeover of the majority of the shares of the party in question.

Appendix 1: Processor Agreement.

Processing agreement Maxvankekeren-IT

In order to comply with the requirements set by the General Data Protection Regulation for the processing of personal data, Maxvankekeren-IT has drawn up a processing agreement with regard to those services provided by Maxvankekeren-IT in which personal data is processed.

Article 1. Definitions of terms used.

AVG: General Data Protection Regulation

General Terms and Conditions: the General Terms and Conditions of Maxvankekeren-IT

Maxvankekeren-IT: the company Maxvankekeren-IT, established in Haarlem and registered with the Chamber of Commerce under Chamber of Commerce number 69347166.

Controller/Client: is the (legal) person who determines the purpose and means of the processing. Where this Processing Agreement states Processing Officer, this can also be read as Client and vice versa.

Processor: is the (legal) person who is instructed by the controller/client to process personal data.

Sub-processor:

is the (legal) person who processes personal data on behalf of Maxvankekeren-IT.

Data subjects: persons whose personal data are processed

Agreement:

any agreement between Maxvankekeren-IT and the Client on the basis of which Maxvankekeren-IT provides Services to the Client. The Processing Agreement is an integral part of the Agreement.

Processing agreement: a Controller/Client and a Processor are obliged within the GDPR to enter into a processing agreement with each other. When an Agreement is concluded as referred to in our General Terms and Conditions, the Processor Agreement is also concluded. The Processor Agreement is an integral part of the Agreement. Processing agreements that have not been drawn up by Maxvankekeren-IT are not recognized by Maxvankekeren-IT and can never be part of the Agreement.

Article 2. The purpose of the processing

2.1   On the instructions of and under the responsibility of the Client, the Processor will only process those data that are necessary for the correct execution of the Agreement and will not use it for any other purpose than for which it obtained it, even if it has been brought into such a form that it cannot be traced back to those involved.

Article 3. Overview of personal data that are processed

3.1 For the correct execution of the Agreement, the following personal data will in any case be processed;

- Name and address details

- email addresses

- Company data (including VAT identification numbers)

- IP addresses

- other possible categories of non-special personal data

Article 4. Transfer of personal data

4.1   Processor may process the personal data in countries within the European Union. Transfer to countries outside the European Union is prohibited.

4.2   At its request, the Processor will inform the Client of the country or countries within the European Union involved.

Article 5. Division of Responsibility

5.1 The permitted processing will be carried out by employees of Processor within an automated environment.

5.2 The Processor is solely responsible for the processing of the personal data under this Processor Agreement, in accordance with the instructions of the Client.

5.3   The Client guarantees that the content, the use and the order to process the personal data as referred to in the Agreement are not unlawful and do not infringe any right of third parties.

Article 6. Security

6.1 The processor will endeavor to take sufficient technical and organizational measures with regard to the processing of personal data to be carried out, against loss or against any form of unlawful processing (such as unauthorized access, damage, alteration or provision of the personal data).

6.2   The processor has in any case taken the following measures:

-   encryption (encryption) of digital files with personal data

-   network connection security via Secure Socket Layer (SSL) technology

-   a secure internal network

-   backup system in geographically separated locations

-   multiple backups per day

-   dual implementation of internal systems

6.3   Only persons authorized to do so by the Processor have access to the personal data. In addition, these persons are bound by a legal obligation to secrecy. This confidentiality obligation does not apply insofar as the Client has given explicit permission to provide the information to third parties, if the provision of the information to third parties is logically necessary in view of the nature of the assignment given and the performance of this Agreement, or if there is there is a legal obligation to provide the information to a third party.

6.4   According to the Client, the described security measures provide an adequate level of security.

Article 7. Reporting obligation

7.1   The Client is at all times responsible for reporting a security leak and/or data leak to the supervisor and/or those involved. To enable the Client to comply with this legal obligation, the Processor will inform the Client of a security breach and/or data breach within a reasonable period of time.

7.2   The obligation to report in any case includes reporting the fact that there has been a leak. In addition, the reporting obligation includes:

-   what is the (alleged) cause of the leak

-   what the (as yet known and/or expected) consequence is

-   what the (proposed) solution is

-   who is informed

Article 8. Handling requests from data subjects

8.1   In the event that a Data Subject submits a request to the Processor with regard to his Chapter III GDPR, the Processor will forward the request to the

Client. The Client will further handle the request, whereby the Processor will assist the Client as best as possible within its organizational and technical possibilities. The Processor may inform the Data Subject thereof.

Article 9. Data Protection Impact Assessment (DPIA) and Audit

9.1   The Client has the right to have a DPIA or Audit carried out by an independent third party who is bound by confidentiality to check compliance with all points of the Processor Agreement.

9.2   The audit may take place if there is a concrete suspicion of misuse of personal data.

9.3   Processor will cooperate with the DPIA/Audit and make all reasonably relevant information, including supporting data such as system logs, and employees available as soon as possible.

9.4   The findings resulting from the performed DPIA/Audit will be assessed by both parties in mutual consultation and, as a result thereof, will or will not be implemented by one or both parties.

9.5   The costs of a DPIA and/or Audit are borne by the Client.

Article 10. Sub-processors

10.1   The Processor is permitted to use a Sub-processor in the context of the Agreement. The Processor will impose the same requirements and obligations on a Sub-processor as apply to the Processor under this Processor Agreement.

Article 11. Liability

11.1   Maxvankekeren-IT is in the context of the creation, fulfillment or implementation of the The processing agreement is not liable for compensation, regardless of the grounds on which an action for compensation would be based, except in the cases mentioned below, and up to the limits stated therein.

11.2   The total liability ofMaxvankekeren-IT for damage suffered by the Client if   as a result of an attributable shortcoming in the fulfillment byMaxvankekeren-IT of its obligations under the Processing Agreement, expressly including any shortcoming in the fulfillment of a warranty obligation agreed with the Client, or due to an unlawful act by Maxvankekeren-IT, its employees or third parties engaged by it, is per event or a series of related events limited to an amount equal to the total of the fees (excluding VAT) that the Client will owe under the Agreement.

11.3   The Processor's liability for indirect damage is excluded.

Indirect damage is understood to mean all damage that is not direct damage and therefore in any case, but not limited to, consequential damage, lost profit, lost savings, reduced goodwill, damage due to business interruption, damage due to failure to determine marketing objectives, damage related to the use of data or data files prescribed by the Client, or loss, mutilation or destruction of data or data files.

11.4   Unless compliance by the Processor is permanently impossible, the liability of the Processor arises due to attributable failure to comply with the
Processing Agreement only if the Client immediately gives the Processor written notice of default, whereby a reasonable period is set for the remedy of the shortcoming, and the Processor continues to fail attributably in the fulfillment of its obligations after that period. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that the Processor is given the opportunity to respond adequately.

11.5   Any claim for damages by the Client against the Processor that has not been specified and explicitly reported, lapses by the mere lapse of twelve (12) months after the claim arose.

11.6 The Client indemnifies Maxvankekeren-IT against any legal claim from third parties if that claim, in whatever form, is related to the processing of personal data as well as against
any fines imposed on the Client by the Dutch Data Protection Authority or other supervisory authorities.

Article 12. Duration and Termination

12.1   This Processing Agreement has been entered into for the duration as stipulated in the Agreement. Upon termination of the Agreement, the Processor Agreement also ends and vice versa.

12.2   As soon as the Agreement has been terminated, for whatever reason and in whatever way, the Client has 30 days to request the personal data provided.

12.3   The Processor will store all those personal data as follows from the fiscal retention obligation. This legal obligation means that source, derived and fixed data must be kept for at least 7 years. Personal data that does not fall under this qualification will be removed from the servers and systems of the Processor after 30 days.

Article 13. Applicable law and dispute resolution

13.1   The (Processing) Agreement and its implementation are governed by Dutch law.

13.2 All disputes that may arise between the Processor and the Client in connection with the (Processor) Agreement will be submitted to the competent court for the district in which the Processor is established.