



General Terms and Conditions

1. Definitions

The terms defined in this article with a capital letter have the following meaning in these General Terms and Conditions:

Supplier: wpsupportdesk24.com, located in The Hague

Client: the entity or person on whose behalf

wpsupportdesk24.com provides services or goods and/or performs activities

Delivery: making software, websites, applications, or other agreed services available to the Client or a third party, or performing activities or services on behalf of the supplier; the transfer of products to the Client or a third party based on an agreement

Quotation: a written offer from the Supplier

Software: Delivered (custom) software, web applications, apps, websites.

Agreement: an agreement concluded between parties.

Year: 12 calendar months.

Conditions: these General Terms and Conditions of wpsupportdesk24.com

Working days: days excluding Saturdays, Sundays, and public holidays.

2. General & Applicability

2.1 These Conditions apply to all quotations, requests, offers, agreements, purchase orders, and assignments for a delivery between the Supplier and the Client, unless expressly agreed otherwise in writing.

2.2 The applicability of any general conditions of the Client is explicitly rejected. The Client is deemed to also accept the applicability of these Conditions for subsequent orders and agreements with the Supplier.

2.3 In case of a conflict between what has been separately agreed between the parties and these conditions, the separately agreed shall prevail.

2.4 If one or more provisions in these general terms and conditions are wholly or partially invalid at any time, or might be nullified, then the remaining provisions in these general terms and conditions will remain fully applicable. Supplier and Client will then enter into consultation in order to agree on new provisions to replace the invalid or nullified provisions, whereby as much as possible the purpose and intent of the original provisions are observed.

2.5 If a situation arises between parties that is not regulated in these general terms and conditions, this situation should be assessed according to the spirit of these general terms and conditions.

2.6 If the Supplier does not always demand strict compliance with these conditions, this does not mean that the provisions thereof are not applicable, or that the Supplier would in any way lose the right to demand strict compliance with the provisions of these conditions in other cases.

2.7 Dutch law is exclusively applicable to these conditions as well as all offers, assignments, and agreements.

3. Aanbiedingen & Offertes

2.1 All quotations, offers, and other expressions from the Supplier are non-binding, unless expressly indicated otherwise by the Supplier in writing.

2.2 Quotations are valid until the term indicated in the quotation. If no term is indicated in the quotation, the quotation is valid until 14 days after it has been issued.

2.3 The Client is responsible for the accuracy and completeness of the data provided or made available to the supplier by or on behalf of him on which the Supplier has based its quotation and/or offer.

2.4 The Client does not have the right to suspend the performances/deliveries of the Agreement for the undisputed part of the Agreement.

2.5 Prices are, unless otherwise indicated, in Euros. The price does not include any applicable VAT or other legally due levies, and the Supplier will issue a tax invoice to the Client in accordance with the respective legislation.

2.6 A composite price quote does not obligate the Supplier to perform a part of the assignment at a corresponding part of the stated price.

2.7 Payment must be made no later than 14 days after the invoice date, in the currency in which the invoice was made, in a manner to be indicated by the Supplier, unless indicated otherwise by the Supplier in writing.

4. Prices and Payments

4.1 Prices are, unless otherwise indicated, in Euros. The price does not include any applicable VAT or other legally due levies, and the Supplier will issue a tax invoice to the Client in accordance with the respective legislation.

4.2 The Client does not have the right to suspend the performances/deliveries of the Agreement for the undisputed part of the Agreement.

4.3 Payment must be made no later than 14 days after the invoice date, in the currency in which the invoice was made, in a manner to be indicated by the Supplier, unless indicated otherwise by the Supplier in writing.

4.4 Additional work as per article 5, will be invoiced separately from the agreed payment terms in the Assignment. The costs of additional work are due before the commencement of the activities or, at the Supplier's choice, immediately after completion of the activities by the Client.

4.5 If the Client fails to make timely payment of an invoice, then the Client is by law in default. The Client will then owe an interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the due amount will

4.6 The Supplier has the right to have payments made by the Client go firstly towards reducing the costs, then the accrued interest, and finally the principal sum and the current interest. The Supplier can, without being in default, refuse an offer of payment if the Client designates a different order of allocation of the payment. The Supplier may refuse full repayment of the principal sum if the accrued and current interest and collection costs are not also paid.

4.7 Payment occurs only after the Supplier has correctly received an invoice in a manner to be determined by the Supplier.

4.8 The invoice from the Supplier complies with the statutory invoice requirements.

4.9 The Client is never entitled to offset the amount owed to the Supplier.

4.10 Objections to the amount of an invoice do not suspend the payment obligation. The Client who is not entitled to section 6.5.3 (articles 231 through 247 book 6 BW) is also

not entitled to suspend the payment of an invoice for any other reason.

4.11 If the Client is in default or in delay in the timely fulfillment of his obligations, then all reasonable costs to obtain satisfaction outside court are for the account of the Client. The out-of-court costs are calculated based on what is customary in Dutch collection practice, currently the calculation method according to Report Voorwerk II. If, however, the Supplier has incurred higher costs for collection that were reasonably necessary, these actual costs made are eligible for reimbursement. The possible judicial and execution costs will also be recovered from the Client. The Client also owes the statutory interest on the due collection costs.

4.12 If the Client according to the agreement consists of several natural persons and/or legal entities, each of those (legal) persons is jointly and severally bound to the Supplier to fulfill the agreement.

5. Duration and Termination of the Agreement

5.1 The agreement between the Supplier and the Client is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or if the parties expressly and in writing agree otherwise.

5.2 Agreements entered into for an indefinite period, except those from which no notice period is associated due to the nature of the agreement, including but not limited to agreements for the execution of a project or the construction of a website or application and notwithstanding the provisions of this article, can be terminated with a notice period of three calendar months following the date of termination.

5.3 An agreement for a fixed term cannot be terminated prematurely, unless otherwise provided in this article as well as when parties have explicitly agreed on this.

5.4 Agreements for a fixed term are tacitly extended for the same duration each time.

5.5 Each party may unilaterally and without motivation terminate the Agreement for a fixed term by means of a written notification by letter or email, no later than one month before the end or extension date of the Agreement. From the moment of the termination, a notice period of 1 month is observed. If the Agreement was entered into for 1 month, then the notice period is 1 week.

5.6 The unilateral termination by the Client does not lead to any return or compensation in any form, of already executed payments.

5.7 In the event of termination of the agreement, regardless of the reason, the Supplier will immediately after termination of the agreement take back any identification data, addressing data, and/or codes provided to the Client by her, the Supplier will cancel the registered domain name(s) with the relevant institution(s), the Supplier may charge the Client reasonable termination costs, and all obligations that either explicitly or by their nature need to remain in force, remain in full force.

5.8 If the Client has already received performances for the execution of the agreement at the time of termination, these performances and the related payment obligation will not be subject to undoing. Amounts that the Supplier invoiced before the termination in connection with what he has already performed or delivered in accordance with the agreement remain due unaltered and become immediately due at the moment of termination.

6. Changes, Additional Work, and Delivery Terms

6.1 The Supplier endeavors, to the extent reasonably expected from him, to observe as much as possible the delivery terms and/or (completion) dates mentioned or agreed between parties. Intermediate (completion) dates

mentioned or agreed between parties always serve as target dates, bind the Supplier in no way and always have an indicative character. A delivery term is never a strict deadline. The mere exceeding of a stated (delivery) term does not put the Supplier in default. Default occurs only when the Supplier has been declared in default in a written summons, granting him a reasonable term for compliance, and compliance fails within this term. The Supplier is not bound to a (delivery) term that can no longer be met due to circumstances beyond his control.

6.2 The notice of default must contain a description of the failure in full detail as possible so that the Supplier can respond adequately.

6.3 If the Supplier needs data from the Client for the execution of the agreement, the execution term does not commence until after the Client has provided these correctly and completely to the Supplier.

6.4 If and insofar as it has been agreed that the agreed activities will be performed in phases, the Supplier is entitled to postpone the start of the activities that belong to a phase until the client has approved the results of the preceding phase(s) in writing. Unless otherwise specified in the agreement, a term for approval of 2 working days applies after the request for approval has reached the Client. If and to the extent approval by the Client takes place after this term, this delay suspends subsequent (delivery) dates and/or (delivery) terms mentioned in the agreement for a proportional period.

6.5 The Supplier has the right to have certain activities performed by third parties. The applicability of articles 7:404, 7:407 paragraph 2 and 7:409 BW is explicitly excluded.

6.6 The Supplier is entitled to deliver in parts (partial deliveries), which parts may be invoiced separately, and then the Client is obligated to pay on the separate invoices in accordance with the provisions in Article 4 of these Conditions.

6.7 All changes in the assignment at the request of the Client or as a result of the fact that due to any circumstances a different execution is necessary to perform the original assignment in the agreed manner, are considered as additional work when additional costs are involved, and as less work insofar as less costs are involved.

6.8 The Supplier is not obliged to comply with a request for additional work and may require that a separate written agreement be concluded for this purpose.

6.9 If the Supplier, due to circumstances unknown at the time of the quotation or the order confirmation, has to perform more work than agreed, or if he has to perform activities under conditions more difficult than those known to him at the time of entering into the agreement, the Supplier is entitled to charge the resulting additional costs to the Client.

6.10 A provisional sum included in the Quotation or Agreement is not considered as additional work.

6.11 The Supplier is not bound to a (delivery) date or (delivery) term if parties have agreed on a change in the content or scope of the agreement (additional work, change of specifications, etc.) or a change in the approach to the execution of the agreement is agreed upon or proves necessary for the correct execution of the assignment, or if the Client fails to meet his obligations arising from the agreement or fails to meet them on time or completely.

6.12 The fact that (the demand for) additional work arises during the execution of the agreement never constitutes grounds for the Client to terminate or dissolve the agreement.

7. Client Obligations

7.1 The Client acknowledges that close involvement and cooperation of the Client and/or third parties engaged by the Client are required for the successful completion of the Assignment.

7.2 The Client will always provide all cooperation desired by the Supplier in a timely manner and will exercise due care in the execution.

7.3 The Supplier exercises care in advising the Client with regard to the items to be delivered by the Supplier.

7.4 The Client will designate a contact person who will act as such for the duration of the activities of the Supplier. The contact person of the Client has the necessary experience, specific subject knowledge, and insight into the objectives desired by the client. The Supplier is only obliged to provide periodic information to the Client about the execution of the activities by informing the contact person designated by the Client.

7.5 The Client guarantees that the contact person or, if a project or steering group makes decisions regarding the Assignment, the project or steering group, is entitled to make binding decisions for the Client. The Supplier is never obliged to accept or implement a decision of a contact person or project or steering group if, in its opinion, this is incompatible with the content and/or proper execution of the agreement.

7.6 The Client always bears the full risk of the selection of the items, goods and/or services to be delivered by the Supplier, even if these have been delivered under the advice of the Supplier. The Client always takes the utmost care to ensure that the requirements that the supplier's performance must meet are correct and complete. Dimensions and data stated in drawings, wireframes, designs, images, catalogues, websites, quotations, modules or extensions, software used, advertising material, standardization sheets, etc. are not binding for the Supplier, except if and to the extent expressly stated otherwise by the Supplier.

7.7 If employees of the Supplier perform work at the Client's location, the Client will provide the necessary facilities in a timely manner and free of charge, such as a workspace with computer and network facilities and an internet connection. The Supplier is not liable for damage or costs due to transmission errors, disruptions or unavailability of these facilities, unless the Client proves that this damage or costs are the result of intent or deliberate recklessness on the part of the Supplier's management.

7.8 If the Client employs personnel and/or auxiliary persons in the execution of the agreement, this personnel and these auxiliary persons will have the necessary knowledge and experience.

7.9 The Client ensures that the workspace and facilities which are made available by the Client for the execution of activities by (the personnel of) the Supplier, will always meet all legal requirements during the execution of the activities. The Client fully indemnifies the Supplier against claims from third parties, including employees of the Supplier, who suffer damage in connection with the execution of the agreement which is the result of acts or omissions by the Client or of unsafe situations in his organization.

7.10 The Client will, if and insofar as applicable, notify the employees deployed by the Supplier of the in-house and security regulations in force within his organization at least a week, or as much earlier as possible, before the commencement of the activities.

7.11 If the Client makes software, equipment, or other resources available to the Supplier and/or employees in connection with the services and products of the Supplier, the Client ensures that all necessary licenses or approvals regarding these resources are obtained.

7.12 The Client is responsible for, or in the absence thereof for the damage of, the management, including control of the settings, security the use of the products and/or services provided by the supplier, and the way in which the results of the products and services are deployed. The Client is also responsible for the instruction to, and the use by, users.

7.13 The Client will install, configure, set up, and adjust the usage environment of the necessary (auxiliary) software on his own equipment necessary for the execution of the activities, before the commencement of the activities. The Supplier is not responsible for costs as a result of adjustments under this article during or after the commencement of the activities.

8. Confidentiality, Confidential Information, and Personnel Takeover

8.1 The Client and Supplier shall ensure that all data received from the other party, which one knows or should reasonably know to be of confidential nature, remain secret. This prohibition does not apply to the Supplier if and to the extent that disclosure of the relevant data to a third party is necessary pursuant to a judicial decision, a statutory provision, or for the proper execution of the agreement by the Supplier.

8.2 If and to the extent a party receives confidential data, the party will use these only for the purpose for which they were provided. Data are in any case considered confidential if they are designated as such by either party.

8.3 The Client acknowledges that software originating from the Supplier always has a confidential nature and contains business secrets of the Supplier, its suppliers, or the producer of the software.

8.4 The Client shall not disclose any confidential information of the Supplier to any third party, nor any technical and ownership information obtained by the Client while delivering Deliverables or otherwise ("Confidential Information"). If requested by the Supplier, the Client shall return all documentation and other items containing Confidential Information in possession, under control, or otherwise managed by the Client, to the Supplier. The Client commits to impose the same obligation on all employees, directors, or third parties employed by the Client for the delivery of the Goods. This provision will survive any termination of any Agreement or Purchase Order of which these Conditions are a part.

8.5 Explicitly considered as confidential information of the Supplier are price, delivery, and payment conditions and matters which the Client may reasonably suspect that disclosure could harm the competitive position and/or interests of the Supplier.

8.6 The Client and Supplier refrain from discrediting the name of the other party in any way or for any reason whatsoever.

8.7 Except for the confidential information mentioned in this article and unless otherwise agreed, the Supplier has the right to include performed work in his portfolio and/or use it for promotional purposes.

8.8 Each of the parties will only employ employees of the other party who have been involved in the execution of the agreement, either during the term of the agreement or one year thereafter, with the prior written consent of the other party. Conditions may be attached to this consent, including the condition that the counterparty pays a reasonable compensation.

9. Data Processing, Security, and Privacy

9.1 If and to the extent necessary for the execution of the agreement, the Client informs the Supplier, upon request, about the manner in which the client complies with its obligations under legislation concerning the protection of personal data.

9.2 The Client explicitly indemnifies the Supplier against claims from persons whose personal data have been registered or processed in the context of a personal registration held by the client or for which the client is otherwise responsible under the law, unless the client proves that the facts that are the basis of the claim are attributable to the Supplier due to gross negligence.

9.3 Only the Client is responsible for the data processed using a service of the Supplier, and the Client ensures that the content, use, and/or processing of the data are not unlawful and do not infringe any third party's rights. The Client indemnifies the Supplier against any legal claim, for whatever reason, related to these data, their processing, and/or the execution of the Agreement.

9.4 If and to the extent the Supplier is obliged under the agreement to provide a form of information security, this security will meet the specifications regarding security agreed in writing between parties. The Supplier does not warrant that the information security is effective under all circumstances. If an explicitly described method of security is missing in the agreement, the security will meet a level that, considering the state of the art, the sensitivity of the data, and the associated costs, is reasonable.

9.5 The access or identification codes and certificates provided by or on behalf of the Supplier to the Client are strictly confidential and will be treated as such by the Client and disclosed only to authorized personnel of the Client's organization. The Supplier is entitled to change assigned access or identification codes and certificates without prior notice.

9.6 The Client shall properly and adequately secure its systems and infrastructure at all times during the cooperation and maintain antivirus software operational.

10. Reservation of Ownership and Rights, Transformation, and Suspension

10.1 All goods delivered to the Client remain the property of the Supplier until all amounts due to the Supplier by the Client under the agreement or otherwise have been fully paid. A client acting as a reseller may sell and deliver all items subject to the Supplier's retention of title insofar as this is customary within the normal course of its business.

10.2 The proprietary consequences of retention of title for an item intended for export are governed by the law of the state of destination if that law contains more favorable provisions for the Supplier.

10.3 Rights are, where applicable, granted or transferred to the Client under the condition that the Client has paid all due amounts under the agreement.

10.4 The Supplier is at all times entitled to withhold the data, documents, software, products, property rights, and/or data files received or generated under the agreement, despite an existing obligation to deliver or transfer, until the Client has paid all amounts due to the Supplier.

11. Intellectuele eigendom

11.1 If and to the extent that the Supplier is willing to commit to the transfer of an intellectual property right, such a commitment can only be made explicitly and in writing. If the parties agree in writing that an intellectual property right concerning specifically for the Client developed software, websites, data files, equipment, or other materials will

transfer to the Client, this does not affect the right or the possibility of the Supplier to use and/or exploit the underlying components, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards, etc., without any limitation for other purposes, whether for itself or third parties. Nor does the transfer of an intellectual property right affect the Supplier's right to develop developments for itself or a third party that are similar to or derived from those that have been or will be made for the Client.

11.2 All intellectual property rights on software, ideas, websites, data files, equipment, training materials, or other materials developed or made available under the agreement, such as analyses, designs, documentation, reports, quotations, and preparatory material thereof, belong exclusively to the Supplier, its licensors, or its suppliers. The Client only obtains the rights of use expressly granted by these general conditions, the agreement in writing between parties, and the law. A right of use accruing to the Client is non-exclusive, non-transferable, non-pledgeable, and non-sublicensable.

11.3 Even if the agreement does not expressly provide for it, the Supplier is always allowed to implement technical measures to protect equipment, data files, websites, available software, and software to which the Client (directly or indirectly) has access, in connection with an agreed limitation in the content or duration of the right to use these objects. The Client shall not remove or circumvent such technical provision(s).

11.4 The Supplier indemnifies the Client against any claim from a third party based on the allegation that software, websites, databases, equipment or other materials developed by the Supplier itself infringe an intellectual property right of that third party, on the condition that the Client informs the Supplier immediately in writing. informs about the existence and content of the claim and leaves the handling of the case, including making any settlements, entirely to the Supplier if the Supplier so wishes. The Client will provide the necessary powers of attorney, information and cooperation to the Supplier to defend itself against these claims. This obligation to indemnify shall lapse if the alleged infringement is related (i) to materials made available to the Supplier by the Client for use, processing, processing or maintenance, or (ii) to changes that the Client has made to the software without the written permission of the Supplier. website, databases, equipment or other materials or has had them installed. If it has been irrevocably established in law that the software, websites, databases, equipment or other materials developed by the Supplier itself infringe any intellectual property right belonging to a third party or if, in the opinion of the Supplier, there is a reasonable chance that such an infringement will occur, the Supplier will, if possible, ensure that the Client can continue to use the delivered or functionally equivalent other software, websites, databases, equipment or materials. Any other or more far-reaching indemnification obligation of the Supplier due to infringement of an intellectual property right of a third party is excluded.

11.5 The Client guarantees that no rights of third parties oppose the provision to the Supplier of equipment, software, material intended for websites, data files and/or other materials and/or designs, for the purpose of use, maintenance, processing, installation or integration. The Client indemnifies the Supplier against any claim from a third party based on the allegation that such provision, use, maintenance, processing, installation or integration infringes any right of that third party.

11.6 The Supplier is never obliged to carry out data conversion, unless this has been expressly agreed in writing with the Client.

12. Risk

12.1 The risk of loss, theft, misappropriation, or damage to items, data, documents, software, products, data files, or data (codes, passwords, documentation, etc.) that are manufactured or used in the context of the execution of the agreement, transfers to the Client the moment these items are brought into the actual disposal of the Client or a helper of the Client. Insofar as these objects are exclusively in the actual disposal of the Supplier or auxiliaries of the Supplier, the Supplier carries the risk of loss, theft, misappropriation, or damage..

13. Dissolution or Termination of the Agreement

13.1 Both the Client and the Supplier are entitled to dissolve the agreement due to a culpable failure to comply with the agreement, but only if the other party, in all cases after a detailed written notice of default stating a reasonable period to rectify the failure, culpably fails to meet essential and substantial obligations from the agreement. Payment obligations of the Client and all obligations to cooperate and/or provide information by the Client or a third party to be engaged by the Client apply in all cases as essential and substantial obligations from the agreement.

13.2 If the Client at the time of the dissolution has already received performances for the execution of the agreement, these performances and the related payment obligations will not be subject of undoing unless the Client proves that the Supplier with regard to the substantial part of those performances is in default. Amounts that the Supplier has invoiced before the dissolution in connection with what he has already performed or delivered in accordance with the agreement remain due unaltered and become immediately due at the moment of the dissolution.

13.3 If an agreement, which by its nature and content does not end by completion, has been entered into for an indefinite period, it may be terminated by either party after proper consultation and with due reasons in writing. If no notice period has been agreed between parties, a notice period of at least three months must be observed. The Supplier will never be liable for any damages due to termination.

13.4 The Client is not entitled to prematurely terminate an agreement for services entered into for a specified period.

13.5 Either party can terminate the agreement without notice of default with immediate effect wholly or partially in writing if the other party is granted a suspension of payments, whether provisional or not, if bankruptcy is applied for the other party, if the other party's company is liquidated or ended other than for reconstruction or merging of companies. The Supplier can also terminate the agreement without notice of default with immediate effect wholly or partially if the controlling interest concerning the Client's company changes. The Supplier is never due any refund of already received payments or any compensation because of the termination as described in this article. In case the Client has been irrevocably declared bankrupt, the Client's right to use the supplied software, websites, and such, as well as the right to access and/or use the services of the Supplier, ceases without requiring a notice of termination from the Supplier.

14. Liability, Indemnification, and Insurance

14.1 The total liability of the Supplier due to an attributable failure to comply with the agreement or on any legal basis whatsoever, explicitly included, any failure to meet a guaranteed obligation agreed with the Client, is limited to compensation for direct damage up to the amount of the

price stipulated for that agreement (excl. VAT). If the agreement is primarily a continuing performance contract with a duration of more than one year, the stipulated price is set at the total of the fees (excl. VAT) stipulated for one year. In no event will the total liability of the Supplier for direct damage, on whatever legal basis, however, exceed €100,000 (one hundred thousand Euros).

14.2 The total liability of the Supplier for damage due to death or physical injury or for material damage to property shall never exceed €250,000 (two hundred fifty thousand Euros).

14.3 Explicitly excluded is the liability of the Supplier for indirect damage, consequential damage, lost profits, missed savings, reduced goodwill, damage due to business stagnation, damage as a result of claims from the Client's customers, damage associated with the use of prescribed goods, materials, or software of third parties, and damage related to the engagement of suppliers prescribed by the Client. Also excluded is liability of the Supplier related to mutilation, destruction, or loss of data or documents.

14.4 The exclusions and limitations of liability of the Supplier mentioned in articles 13 paragraph 1 to 13 paragraph 3, do not affect, the other exclusions and limitations of liability of the Supplier described in these general terms and conditions.

14.5 If damage is the result of intent or deliberate recklessness of the company management of the Supplier, the exclusions mentioned in article 13 paragraph 1 to 13 paragraph 3 do not apply.

14.6 Unless compliance by the Supplier is permanently impossible, the liability of the Supplier due to an attributable failure to comply with an agreement only arises if the Client immediately issues a written notice of default to the Supplier, providing a reasonable period to rectify the failure, and the Supplier continues to fail to comply with his obligations after that period. The notice of default must contain a description of the failure in full detail as possible so that the Supplier can respond adequately.

14.7 A condition for the existence of any right to compensation is always that the Client makes efforts as much as possible to limit the damage and reports the damage as soon as possible after it has occurred in writing by registered letter to the Supplier. Any claim for compensation against the Supplier lapses by the mere expiry of twenty-four months after the claim arose, unless the Client has instituted a legal claim for compensation of the damage before the expiry of that period.

14.8 The Client indemnifies the Supplier for all claims of third parties for product liability as a result of a defect in a product or system that has been delivered to a third party by the Client and which consisted partly of equipment, software, or other materials supplied by the Supplier

14.9 The provisions of this article as well as all other limitations and exclusions of liability stated in these general terms and conditions also apply to the benefit of all (legal) persons used by the Supplier in the performance of the agreement.

15. Guarantee

15.1 The Supplier will at all times endeavor to repair errors within a reasonable term if these are reported in detail in writing to the Supplier within a period of two months after delivery, or, if an acceptance test has been agreed, within two months after acceptance. The Supplier does not warrant that the software is suitable for actual and/or intended use. The Supplier also does not guarantee that the software will work without interruptions and/or that all errors will be corrected. The repair will be carried out free of charge within the warranty period unless the software has been developed on behalf of the Client other than for a fixed

price, in which case the Supplier will charge the costs of repair according to his usual rates.

15.2 The Supplier may charge the costs of repair according to his usual rates if there are usage errors or imprudent use by the Client and/or other causes not attributable to the Supplier. The obligation to repair immediately ceases if the Client makes or causes changes to the software without written permission from the Supplier.

15.3 Errors in modules, extensions, or extension conflicts are only covered by the warranty if they prevent the specified specifications, software, web application, or website from working correctly. Errors resulting from changes in connections, modules, extensions, etc., with (web) services of third parties, as a result of changes on the part of the third party, are also not covered by the warranty. Bugs or errors in the front-end of the delivered software, web application, website, or software are only covered by the warranty if they prevent the correct display as intended in the Agreement.

15.4 Unless otherwise agreed in writing, a loading time for software, web applications, websites, or software is not covered by the warranty as long as it is not unreasonable for such an application within general standards of societal conduct.

15.5 Unless otherwise agreed in writing, optimizations, including but not limited to, minifying, SEO optimizations, combining java and css files, optimizing the speed of the front-end, optimizing the database(s) improving the load times, and hardening of the security are not covered by the warranty and are performed at the general applicable rates of the Supplier.

15.6 Errors as a result of changes in (API) connections with (web) services of third parties, as a result of changes on the part of the third party, are not covered by the warranty.

15.7 Repair of errors occurs within a reasonable term and at a location and manner to be determined by the Supplier. The Supplier is entitled to implement temporary solutions or program workarounds or problem-avoiding restrictions in the software.

15.8 The Supplier is never obliged to repair mutilated or lost data.

15.9 The Supplier has no obligation of any kind whatsoever concerning errors and bugs reported after the expiration of the warranty period mentioned in this article.

16. Development of Software, Software, and Websites

16.1 The Supplier will develop the software, apps, software, and/or websites with care, all in accordance with the explicitly agreed specifications or design.

16.2 The Client accepts the software and/or website in the state it is in at the end of the last development phase ('as is, where is'). After the last development phase, the Supplier is never obliged to repair errors unless explicitly agreed otherwise in writing.

16.3 Non-custom Software, including but not limited to, the CMS system and modules, plugins, or extensions of used CMS systems, are delivered 'as is', unless the Agreement includes specific adjustments to these items and/or the operation of the mentioned software does not comply with the specifications stated in the Agreement.

16.4 The Supplier does not warrant that the website he developed works well in conjunction with all types or new versions of (web) browsers and any other software. The Supplier also does not warrant that the website works well in conjunction with all types of equipment including but not limited to mobile devices. Non-compatibility can never be a reason for non-performance or dissolution of an Agreement unless the Agreement has stipulated that compatibility with specific browsers or equipment is required, unconditionally the other conditions for dissolution included in article 13.

16.5 The Supplier is not obliged to provide the auxiliary software and program or data libraries necessary for the use and/or maintenance of the software.

16.6 The fee for the development of the software does not include a fee for the auxiliary software and program and data libraries required by the Client, any subscription fees or license fees for used software, extensions, or modules, any installation services, and any adjustment and/or maintenance of the software. Nor does the fee include providing support (support) to users thereof.

16.7 If and to the extent that, contrary to the foregoing, the Supplier must also provide maintenance and/or support, the Supplier may at any time require the Client to enter into a separate written agreement for this. These activities are charged separately at the usual rates of the Supplier.

16.8 Unless the Supplier based on the agreement will 'host' the software and/or website on his own computer system for the Client, the Supplier will deliver the website to the Client on an information carrier determined by him and in a form determined by him or make it available online to the Client for delivery.

16.9 In the absence of specific agreements concerning the commencement of work, the Supplier will commence the design and/or development activities within a reasonable term, to be determined by him, after entering into the agreement.

17. Maintenance

17.1 If agreed, the Supplier will perform maintenance concerning the software specified in this agreement during the validity of the agreement. The maintenance obligation includes only what is stated in the agreement.

17.2 The Client will report observed errors in the software in detail and in a manner to be determined by the Supplier, for example, through the wpsupportdesk24.com Ticket Support System. After receiving the notification, the Supplier will endeavor to correct errors and/or make improvements in later new versions of the software according to his usual procedures. The results will be made available to the Client depending on the urgency and the version and release policy of the Supplier in a manner and within a term to be determined by the Supplier. The Supplier is entitled to implement temporary solutions or program workarounds or problem-avoiding restrictions in the software.

17.3 Repair of errors and maintenance is performed at a location and in a manner to be determined by the Supplier. The Supplier is never obliged to repair mutilated or lost data.

17.4 The Client will provide all cooperation required by the Supplier for the maintenance, including temporarily ceasing the use of the software and making a backup of all data.

17.5 The maintenance by the Supplier does not affect the Client's own responsibility for the management of the software, including checking the settings and the way in which the results of the use of the software are deployed. The Client will itself install, set up, parameterize, tune the software, and if necessary adjust the associated equipment, other software, and usage environment and achieve the interoperability desired by the Client.

17.6 If the maintenance concerns software that has not been delivered to the Client by the Supplier himself, the Client will, if the Supplier deems this necessary or desirable for the maintenance, provide the source code and the technical (development) documentation of the software (including data models, designs, change-logs, etc.) to the Supplier. The Client ensures that it is entitled to such provision. The Client grants the Supplier the right to use and modify the software, including the source code and technical (development) documentation, in the context of performing the agreed maintenance.

17.7 The Supplier may require that the Client enter into a further written agreement with the Supplier for the provision of a version with new functionality and that a further fee be paid for the provision. The Supplier may incorporate unchanged functionality from a previous version of the software into a new version, but does not guarantee that each new version contains the same functionality as the previous version. The Supplier is not obliged to maintain, change, or add specific properties or functionalities of the software specifically for the Client.

17.8 The Supplier may require the Client to adjust its system (equipment, software, etc.) if necessary for the proper functioning of a new version of the software. If the service provision by the Supplier under the agreement also includes support to users and/or administrators of the software, the Supplier will advise by telephone or email about the use and functioning of the software specified in the agreement. The Supplier may impose conditions on the qualifications and the number of people eligible for support. The Supplier will handle well-founded requests for support within a reasonable term according to his usual procedures. The Supplier does not guarantee the accuracy, completeness, or timeliness of responses or provided support. Support is performed on working days during the usual business hours of the Supplier.

17.9 Maintenance and other agreed services as referred to in this chapter are performed starting from the day the agreement is entered into unless the parties have agreed otherwise in writing.

17.10 In the absence of an agreed payment schedule, all amounts related to the maintenance of the software and the other services set out in the agreement as referred to in these conditions are due in advance per calendar month.

17.11 Amounts concerning the maintenance of the software and the other services set out in the agreement as referred to in these conditions are due from the start of the agreement. The fee for maintenance and other services is due regardless of whether the Client has (taken) the software into use or makes use of the maintenance or support opportunity.

17.12 If the service provision by the Supplier under the agreement also includes support to users and/or administrators of the software, the Supplier will advise by telephone, email, or through the ticket system about the use and functioning of the software specified in the agreement. The Supplier may impose conditions on the qualifications and the number of people eligible for support. The Supplier will handle well-founded requests for support within a reasonable term according to his usual procedures. The Supplier does not guarantee the accuracy, completeness, or timeliness of responses or provided support. Support is performed on working days during the usual business hours of the Supplier.

17.13 If the service provision by the Supplier under the agreement also involves providing so-called 'standby services', the Supplier will keep one or more staff members available during the days and times specified in the agreement. In that case, the Client is entitled to call on the support of the available staff members in case of urgency if there is a serious malfunction in the functioning of the software. The Supplier does not guarantee that all malfunctions will be resolved in time. Article 13 applies accordingly.

17.14 If the service provision to the Client under the agreement includes making backups of the Client's data, the Supplier will make a full backup of the Client's data in his possession at intervals agreed in writing, and in the absence thereof, once a month. The Supplier will keep the backup for the agreed term, and in the absence of such agreement, for the term usual at the Supplier. The Supplier will store the

backup with care as a good custodian. The Client himself remains responsible for compliance with all applicable statutory administration and retention obligations for him.

17.15 Hours mentioned in a maintenance agreement are exclusively spent by the Supplier on maintenance, security, and monitoring of the software and solving errors as mentioned in article 16.3. These maintenance hours are not transferable and usable for other purposes, such as support or expansion of functionalities.

17.16 The hours mentioned in the contract apply, unless stated otherwise, for the period of one year and are deployed at the discretion and assessment of the Supplier.

17.17 Agreed hours are deployed per period. Hours for subsequent periods mentioned in the agreement are not available in earlier periods. Unused hours are not carried over to a subsequent period.

17.18 If a maintenance contract or Service Level Agreement (SLA) also includes services, activities, or agreements, including but not limited to updating or upgrading software and/or associated extensions and modules, where the time spent by the Supplier for these services is not deducted from the agreed or otherwise agreed support hours, then solving errors or bugs resulting from these activities does not fall within the scope of these services. These hours are then charged separately or deducted from the available balance of support hours.

17.19 If and to the extent that the maximum number of agreed maintenance hours is not sufficient to perform the agreed maintenance work, the Supplier will notify the Client. If the Client has a balance of support hours available, the work will continue and be charged against the available balance of support hours. If the Client no longer has support hours or has a negative balance of support hours, the Client will be informed, and the work will continue after the purchase of new support hours.

18. SaaS

18.1 The Supplier offers Software As A Service (SaaS) under various names and from different domains. The Client may use the SaaS provided by the Supplier based on an agreement. The Client is not free to let third parties use these SaaS services provided by the Supplier.

18.2 If and to the extent that the Supplier performs work related to data of the Client, his employees or users, on the basis of a request or authorized order from a government agency or in connection with a legal obligation, all associated costs will be charged to the Client.

18.3 The Supplier may make changes in the content or scope of the SaaS service without informing the Client in advance.

18.4 The Supplier may temporarily take the SaaS service wholly or partially out of use for preventive, adaptive, or corrective maintenance or other forms of service without prior notification thereof, and will not let the outage last longer than necessary and will if possible let it take place outside office hours. The Supplier does not guarantee that the software made available under the SaaS service is free of errors and functions without interruptions.

18.5 The Supplier will endeavor to correct errors in the software within a reasonable term if and to the extent that it concerns software developed by the Supplier himself and the relevant defects are described in detail in writing by the Client to the Supplier.

18.6 The Supplier may postpone the correction of defects until a new version of the software is used. The Supplier does not guarantee that defects in software not developed by the Supplier himself will be corrected. The Supplier is entitled to implement temporary solutions or program workarounds or problem-avoiding restrictions in the software. If the software was developed at the request of

the Client, the Supplier may charge the costs of repair according to his usual rates to the Client.

18.7 The Supplier does not guarantee that the software made available under the SaaS service will be timely adapted to changes in relevant legislation. The Client has obligations under the legislation concerning the processing of personal data (such as the Data Protection Act) towards third parties, such as the obligation to provide information, as well as to allow access to, correct, and delete personal data of the data subjects. The responsibility for complying with these obligations rests fully and exclusively with the Client. Parties consider the Supplier to be a 'processor' within the meaning of the Data Protection Act concerning the processing of personal data.

18.8 If and to the extent that SaaS services of the Supplier are temporarily unavailable, this does not constitute grounds for refund or (financial) compensation.

19. Acceptance

19.1 If no acceptance test has been agreed between parties, the Client accepts the software in the state it is in at the moment of, possibly intermediate, delivery ('as is, where is'), therefore also with all visible and invisible errors and defects, notwithstanding the obligations of the Supplier under the warranty arrangement of article 16. In the aforementioned case, the software will be considered accepted by the Client upon delivery or intermediate delivery, if an installation to be performed by the Supplier has been agreed in writing, upon completion of the installation.

19.2 If an acceptance test has been agreed between parties, the provisions of articles 15.3 to 15.10 apply.

19.3 Where these general terms and conditions refer to 'errors' or 'bugs', this means only the substantial non-conformity of the software to the functional or technical specifications of the software made explicitly known in writing by the Supplier, and, in the event the software is wholly or partly custom software, to the functional or technical specifications expressly agreed upon in writing. An error only exists if the Client can demonstrate it and it is moreover reproducible. Errors in extensions or extension conflicts are only covered by the warranty if they prevent the correct functioning of the delivered software, software, web application, or website. Bugs or errors in the front-end of the delivered software, web application, website, or software are covered by the warranty only if they prevent the correct display as intended in the Agreement.

19.4 The Client is obliged to report errors immediately. The Supplier has no obligations concerning other defects in or to the software than concerning errors within the meaning of these general terms and conditions.

19.5 If and to the extent an acceptance test has been agreed, the test period is fourteen days after delivery or, if an installation to be performed by the Supplier has been agreed in writing, fourteen days after completion of the installation. During the test period, the Client is not entitled to use the software for productive or operational purposes. The Client shall carry out the agreed acceptance test with qualified personnel and with sufficient scope and depth.

19.6 If an acceptance test has been agreed, the Client is obliged to check whether the delivered software meets the functional or technical specifications made explicitly known in writing by the Supplier and, if and to the extent the software is wholly or partly custom software, to the functional or technical specifications expressly agreed upon in writing.

19.7 The software will be deemed accepted between parties: (i). if an acceptance test has been agreed: on the first day after the test period, or (ii). if the Supplier receives a test report before the end of the test period: at the

moment that the faults mentioned in that test report have been corrected, notwithstanding the presence of faults that according to article 15.8 do not stand in the way of acceptance, or (iii). if the Client makes any use of the software for productive or operational purposes: at the moment of such use.

19.8 If it appears during the performance of the agreed acceptance test that the software contains faults, the Client will report the test results in writing, clearly, detailed, and understandably to the Supplier at the latest on the last day of the test period. The Supplier will endeavor to the best of his ability to correct the intended faults within a reasonable term, whereby the Supplier is entitled to implement temporary solutions or program workarounds or problem-avoiding restrictions.

19.9 The Client may not withhold acceptance of the software for reasons not related to the specifications expressly agreed between parties in writing and furthermore not for the presence of minor faults, being faults that reasonably do not impede the operational or productive use of the software, without prejudice to the Supplier's obligation to repair these minor faults under the warranty scheme of article 16. Acceptance may also not be withheld because of aspects of the software that can only be subjectively assessed, such as aesthetic aspects of user interfaces.

19.10 If the software is delivered and tested in phases and/or parts, the non-acceptance of a certain phase and/or part does not affect the acceptance of an earlier phase and/or another part.

19.11 Acceptance of the software in one of the ways as mentioned in this article results in the Supplier being discharged from his obligations concerning the provision and delivery of the software and, if also the installation of the software by the Supplier has been agreed, from his obligations concerning the installation. Acceptance of the software does not affect the rights of the Client under the provisions of this article concerning minor faults and article 15 concerning the warranty..

20. Force Majeure

20.1 Neither party is obligated to fulfill any obligation, including any statutory and/or agreed guarantee obligation, if they are prevented from doing so due to force majeure. Force majeure on the part of the Supplier includes, but is not limited to: (i) force majeure of suppliers of the Supplier, (ii) failure to properly comply with obligations of suppliers that were prescribed by the Client to the Supplier, (iii) defectiveness of items, equipment, software, systems, or materials of third parties that the use by the Client was prescribed to the Supplier, (iv) government measures, (v) power failure, (vi) internet, data network, or telecommunications facilities failure, (vii) war, and (viii) general transportation problems.

20.2 The Supplier may suspend the obligations under the agreement during the period that the force majeure continues, which suspension also applies to all terms.

20.3 If and to the extent that a force majeure situation lasts longer than sixty days, each of the parties has the right to dissolve the agreement in writing. What has already been performed under the agreement will be settled proportionally, without the parties owing each other anything else.

21. Applicable Law and Disputes

21.1 The agreements between the Supplier and the Client are governed by Dutch law. The applicability of the Vienna Sales Convention 1980 is excluded.

21.2 All disputes that may arise from these Conditions, the Agreement, and/or assignments of the Client that have been executed by the Supplier will be submitted to the competent court in the District of The Hague. Parties will first attempt to settle the matter amicably.

21.3 If and to the extent any provision of these Conditions and/or the Agreement is null and void or is annulled, the remaining provisions of these conditions and/or the Agreement remain in full force and parties will enter into consultation in order to agree on new provisions to replace the null and void or annulled provisions, whereby as much as possible the purpose and intent of the null and void or annulled provisions are observed.

ADDITIONAL CONDITIONS FOR HOSTING AND DOMAIN NAMES

1. These product conditions are an addition to the General Terms and Conditions..
 - a. Where the product conditions and the general terms and conditions of wpsupportdesk24.com conflict, the General Terms and Conditions prevail.
 - b. These product conditions apply only to the hosting services and do not apply to other services of wpsupportdesk24.com
2. The Supplier provides the Client with services for the hosting of websites or applications at third parties (hosters). The Supplier acts as an intermediary and/or reseller of hosting services provided by third parties.
3. The Client is responsible for the management, including control of the settings, the use of the hosting service, and the manner in which the results of the service are deployed. In the absence of explicit agreements to this effect, the client himself will install, set up, parameterize, tune the (auxiliary) software, and if necessary adjust the associated equipment, other software, and usage environment and achieve the interoperability desired by the client. The Supplier is not obliged to perform data conversion..
4. The Client authorizes the Supplier upon entering into a (hosting) agreement, to undertake obligations towards third parties on behalf of the Client, insofar as the Client's obligations under the agreement do not already apply to the Supplier..
 - a. Insofar as not conflicting with the conditions of the Supplier, the provisions and conditions of third parties' hosting services apply unconditionally to the Client..
 - b. For the purpose of compliance with the conditions and execution of the service, the Supplier reserves the same rights as the third (hosting) parties of the services taken by the Client, for example, but not limited to, temporary suspension or termination of the service for violating (behavioral) rules.
5. The Supplier is not responsible and not liable for the services or the service provided by third parties including the hosting parties. Services and service provision include, but are not limited to: the availability of the services and/or (web)hosting, the correct functioning of servers, the configuration of the hosting or servers, malfunctions, or other matters that affect the correct functioning of the services taken by the Client.
6. The Client is responsible for the management, including control of the settings, the use of the hosting service, and the manner in which the results of the service are deployed. In the absence of explicit agreements to this effect, the client himself will install, set up, parameterize, tune the (auxiliary) software, and if necessary adjust the associated equipment, other software, and usage environment and achieve the interoperability desired by the client. The Supplier is not obliged to perform data conversion.
7. If the Supplier performs services for the Client under the agreement, for example but not limited to, concerning a domain name, such as the application, renewal, or alienation or transfer to a third party, then the client must take into account the rules and procedures of the engaged third parties and/or relevant authority(s). Upon request, the supplier will provide a written copy of those rules to the client. The supplier explicitly accepts no responsibility for the correctness or timeliness of the service or achieving the results intended by the Client. The Client is liable for all costs associated with the application and/or registration according to the agreed rates, or in the absence of agreed rates, the usual rates at the Supplier. The Supplier does not guarantee that a domain name desired by the client will be assigned to the client.
8. The Client is not allowed to (re)sell or (re)rent Hosting unless otherwise agreed.
9. The Client is not allowed to use equipment or software that could cause damage to Hosting, to the Supplier, or to a third party, or that could cause a failure in Hosting..
10. The Supplier is entitled after announcement and observing a reasonable term and without owing any compensation to the Client, to make additions and/or changes in the Hosting as far as but not limited to:
 - a. access procedures, such as:
 - procedures relating to operational rules;
 - security requirements.
 - b. changing a third-party provider/supplier, location, hardware, software, and other facilities important for making available the Hosting.
11. Specifications stated in the offers of the Supplier marked as 'unlimited' are always based on a fair use policy. In case of disproportionate use, the Supplier may ask to limit the use of the resources or terminate the agreement (intermediately) after announcement.
12. The Client is not allowed to set up a chat service, unless expressly agreed otherwise.
13. The Client will at all times act and behave as a careful user with respect to the information he makes public and the use of the internet. The Client will comply with all legal provisions as well as observe the "netiquette" and will refrain from, among other things, spamming, infringing the rights of third parties, making public or distributing pornography, sexual harassment or otherwise harassing third parties, infringing the privacy of third parties or impairing the honor or good name of third parties, hacking, carrying out ddos attacks or other types of attacks, as well as distributing viruses, worms, or other programs that can cause damage to individual systems or disrupt the operation of the internet.
14. The Supplier is entitled to, if the Client does not comply with the conditions of the Supplier or the third engaged parties or there is a serious justified suspicion of this, suspend or terminate the Services immediately after announcement to the Client, block connections or remove content. In those cases where this is justified given the seriousness of the violation, the Supplier is entitled to terminate the Agreement with immediate effect. No right to compensation or refund arises for

the Client by such a suspension, termination, blocking, removal, and/or termination.

15. The Client indemnifies the Supplier against all claims of third parties, including but not limited to, claims due to the information and/or data that he makes public through or via his web applications and claims from suppliers of the Supplier, arising from the Client's failure to comply with any of his obligations under the Agreement or Conditions.
16. All hosting agreements and/or domain registrations are entered into for a period of one year unless explicitly agreed otherwise.
17. The notice period is 30 days prior to the end date of the agreement.
18. Unless timely terminated, the Agreement is tacitly renewed for the same period.
19. Termination must be done in writing or by email to the email addresses designated by the Supplier.