



Terms & Conditions

V2.4

Table of contents

1. GENERAL	3
1.1 Definitions	3
1.2 Applicability	4
1.3 Offers	4
1.4 Forming and term of the Contract	4
1.5 Fulfilment of the Contract	5
1.6 Transfer of Rights and Obligations	5
1.7 Cooperation/Information Requirements of Client	5
1.8 Confidentiality/Non-competition	5
1.9 Intellectual property rights	5
1.10 Penalty clause	5
1.11 Complaints	5
1.12 Liability	6
1.13 Force majeure	6
1.14 Nullity	6
1.15 Applicable Law and Dispute Resolution	6
1.16 Verification	6
1.17 Support	
2. INTEGRITY	7
2.1 Supervision	7
2.2 Customer screening	7
2.3 Fraud	7
3. ONLINE PAYMENT SERVICES	8
3.1 General	8
3.2 Stichting Derdengeld	
3.3 Acquiring Partners	8
3.4 Interest rate and foreign transaction fee	8
4. SERVICE	9
4.1 General	9
4.2 Obligations Service Provider	9
4.3 Browser	9
4.4 Use of Identification Details	9
4.5 Changes in the Service	9
4.6 Data Traffic of Client	9
4.7 Personal data	10
4.8 Code of Conduct	10
5. THIRD PARTY SERVICES	10
5.1 General	10
5.2 Repairs of Third Party Services:	11
5.3 Third Party General Terms and Conditions	11
6. DELIVERY	11
6.1 Delivery dates	11
6.2 Risk	11
6.3 Change in Performance	11
7. PAYMENT	11
7.1 Prices and Payment	11
7.2 Price Changes	11
7.3 Costs	11

1. GENERAL

1.1 Definitions

- 1.1.1 In these general Terms and Conditions, the following words have been capitalized. These definitions have the same meaning in singular and plural.
- 1.1.2 **Offer:** An offer made by Service Provider to Client consisting of products and/or services.
- 1.1.3 **Third Party General Terms and Conditions:** The general terms and conditions employed by third parties.
- 1.1.4 **Acquiring Partner:** A financial institution that offers credit card connections.
- 1.1.5 **Service:** The web application that Service Provider uses to make its Services available.
- 1.1.6 **Chargeback:** A reversed entry note made by the Acquiring Partner of the End-user that Service Provider settles with Client.
- 1.1.7 **Services:** All products and services offered by Service Provider such as accounts, tools and services.
- 1.1.8 **Back-up:** Reserve copies of digital data and/or files.
- 1.1.9 **Appendices:** The Appendices attached to these Terms and Conditions. The Appendices form part of the Contract. Should the Appendices and the Terms and Conditions conflict with one another, the (Dutch) Terms and Conditions will prevail.
- 1.1.10 **Data Centre:** The facility in which servers can be connected to networks especially the Internet.
- 1.1.11 **Third Party Infrastructure:** That part of the Infrastructure that is administered by third parties or Client.
- 1.1.12 **Third Party Services:** All products and services provided by Service Provider that originate from third parties.
- 1.1.13 **First Line Support:** Verbal and/or written advice to Client.
- 1.1.14 **End-user:** The buyer that buys a product or service of Client on the website of Client and pays using the Online Payment Service of Service Provider
- 1.1.15 **Rules & Regulations:** The terms of use that apply to the Services and Third Party Services offered by Service Provider and utilized by Client.
- 1.1.16 **Holdback:** The percentage agreed upon in the Platform Contract that is reserved as security for Chargebacks, Refunds, Reversed Entries, etc. by Service Provider from the turnover of the End-user.
- 1.1.17 **Service Provider:** The Company and its rightful successors, or affiliated businesses, whom enters into a contract with Client and who has declared the Terms and Conditions as applicable.
- 1.1.18 **Service Provider Infrastructure:** The part of the infrastructure that is maintained and/or supplied by the Service Provider. The Service Provider's Infrastructure is located in the Service Provider's Data Centre.
- 1.1.19 **Identification Details:** Login name, passwords, address details and/or other codes that Service Provider provides Client for access to the Services. Service Provider may change the Identification Details. After being changed Service Provider will inform Client of the new Identification Details. Client will treat the Identification Details provided by Service Provider with confidentiality and care, and divulge them only to authorized staff.
- 1.1.20 **Infrastructure:** The combination of all systems, hardware, software, network components and network connections necessary to deliver the Services. This collection of facilities are used, for example, for the storage and transport of data.
- 1.1.21 **Subsequent calculation:** As further described in Article 7.3.
- 1.1.22 **Online Payment Services:** Services of Service Provider that facilitate End-users in carrying out payments via electronic payment traffic and the Internet.
- 1.1.23 **Client:** A person or legal entity trading for a profession or company that operates a webshop and commissions Service Provider to deliver Services. Client is responsible and bears the risk for the payments of End-users, in the event of, for example, Chargebacks, reversed entry notes and fraud.
- 1.1.24 **Contract:** All the commitments between Client and Service Provider concerning the supply of Services.
- 1.1.25 **Force majeure:** Force majeure is understood to mean all circumstances beyond the control of Service Provider that make meeting the Contract entirely or partially impossible, permanently or temporarily. This includes, but is not limited to, failures of suppliers, necessary information not being available on time, changes or inaccuracies in the information provided, poor weather, fire, explosion, electricity failure and other faults in the network, flooding, illness, lack of personnel, strikes or other labour force conflicts, accidents, government action, the rejection or impossibility of the (extension of the) required Permit or permission, scarcity of materials, theft and/or traffic problems.
- 1.1.26 **Platform Contract:** The form completed online through which Client enters into the Contract with Service Provider under the condition that there is a positive result to the customer screening.
- 1.1.27 **PEP:** Politically Exposed Person.
- 1.1.28 **Process Data:** The data entered within the Service by Client and/or third parties, including but not limited transaction data.
- 1.1.29 **Risk Country:** Country in which a high level of terrorism and/or other criminal activities exist.
- 1.1.30 **Price List:** The Price List as attached as Appendix 1 to the Platform Contract.
- 1.1.31 **Stichting Derdengeld:** All 'Stichting Derdengeld' (Third Party Trust Accounts), which are affiliated with Service Provider and supervised by the Dutch Bank.

- 1.1.32 **Transaction(s):** Every successful financial mutation, Service, or Third Party Service explicitly defined as Transaction, which is executed by Supplier as part of its Online Services.
- 1.1.33 **Bundle:** An amount of Transactions within an offered account type, made available by Supplier to Client.
- 1.1.34 **Second Line Support:** Verbal and/or written advice given to End-user regarding the Services delivered.
- 1.1.35 **License:** A written public act of the Dutch central bank or other governmental body that gives rights to Service Provider.
- 1.1.36 **Conditions:** The General Terms and Conditions that are filed at the Haaglanden Chamber of Commerce under number 27348492.
- 1.1.37 **Business Days:** Every Monday through Friday 09.00-17.30 hours CET with the exception of Dutch public national holidays.
- 1.1.38 **Wft:** Dutch Financial Supervision Act.
- 1.1.39 **Wwft:** Dutch Anti-Money Laundering and Anti-Terrorism Act

1.2 Applicability

- 1.2.1 These Conditions are applicable to all Contracts and Offers of Service Provider.
- 1.2.2 The Terms and Conditions, to the exclusion of any terms and conditions of Client or third parties, apply.
- 1.2.3 Service Provider reserves the right to make alterations and/or additions to the Terms and Conditions at any time. The altered Terms and Conditions will be made known to Client and will be applicable from that moment on.
- 1.2.4 If Client consists of several legal entities or organisations, each will be responsible for the entire fulfilment of the Contract.
- 1.2.5 Rules & Regulations may apply alongside the Terms & Conditions. The Client is responsible for acquainting itself with the appropriate Rules & Regulations for Services or Third Party Services used.

1.3 Offers

- 1.3.1 All offers made are without engagement unless otherwise agreed upon. Errors or mistakes made by Service Provider do not bind Service Provider.
- 1.3.2 Offers are based on the data provided by Client as set out in Article 1.7.
- 1.3.3 If an Offer is not without engagement, this Offer will be valid for a period of 14 days after its date, unless otherwise agreed upon. If Client does not accept the offer within the above indicated term, the offer shall expire and no rights may be derived from this. If the acceptance in minor points (at the discretion of Service Provider) differ from the Offer, Service Provider is not bound to these minor changes.
- 1.3.4 A combined price indication does not require Service Provider to perform part of the Service for a corresponding part of the indicated price.

- 1.3.5 Offers are not applicable to future Contracts.
- 1.3.6 All Offers and obligations to fulfil Services, which require Service Provider to have an (extra) Permit, shall take place under the condition that Service Provider obtains this permit or has such a permit and does not lose such.

1.4 Forming and term of the Contract

- 1.4.1 The Contract between Service Provider and Client takes place from such moment when the Platform Contract is signed by Client and is electronically accepted by Service Provider after a positive result of the customer screening.
- 1.4.2 Unless compulsorily determined by law and regulations or if a different term has been agreed upon, the Contract has a term of 1 (one) year. The Contract is automatically extended for 1 (one) year if the Contract has not been terminated 3 months before the termination date by registered letter or e-mail
- 1.4.3 Service Provider has the right to terminate the Contract wholly or partially or to withdraw the Offer if: (i) Client is a person and dies, (ii) Client submits a legal request for personal debt restructuring, (iii) Client loses the unrestricted right to dispose of his assets, or is no longer capable, (iv) the creditworthiness or the payment behaviour of Client is risky (solely at the discretion of Service Provider), (v) Client upon or after conclusion of the Contract was asked to provide security for the fulfilment of his obligations arising from the Contract and this security is not made (solely at the discretion of Service Provider) or is insufficient, (vi) bankruptcy or suspension of payment has been filed by or for Client, (vii) Client is in a state of bankruptcy or suspension of payment has been granted (viii) Client's company is liquidated or ended for any reason other than reconstruction or company merger or (ix) the product sold by Client or the operations no longer (continues to) meet the requirements of Service Provider (solely at the discretion of Service Provider). In all the cases any claim by Service Provider on Client will be fully and immediately due.
- 1.4.4 Supplier has furthermore the right to dissolve the Contract, if Service Provider has good reason to do so and in any case if the Services are used or intended to be used for criminal or other illegal activities. Service Provider also has the right to dissolve the Contract, if fulfilment of the Contract is impossible or fulfilment can no longer be reasonably and fairly required, or if other circumstances arise that unaltered maintenance of the Contract cannot be reasonably expected from Service Provider.
- 1.4.5 After dissolution of the Contract by Service Provider Client is required to fulfil payment of the amounts indicated in the Price List for the Services provided until the end of the Contract.
- 1.4.6 At the end of the Contract, the obligations that by their nature continue automatically, including but not limited to Articles 1.8. & 1.9, remain in force.

1.5 Fulfilment of the Contract

- 1.5.1 The availability and provision of the Services is an obligation to perform to the best of one's ability.
- 1.5.2 Service Provider shall execute the Contract to the best of its knowledge and ability, in accordance with the agreements made with Client.
- 1.5.3 Service Provider has the right to change its Services. Service Provider shall notify Client of the content changes before they become applicable.
- 1.5.4 Client may choose to change (downgrade) its chosen account to a slighter account, by paying 50% of the outstanding charges connected to the current chosen account.

1.6 Transfer of Rights and Obligations

- 1.6.1 The Contract entered into between Service Provider, Stichting Derdengeld and Client and the rights and obligations arising from them cannot be transferred to third parties or encumbered, without the prior written permission of Service Provider.
- 1.6.2 Client allows Service Provider to transfer (parts of) (its rights and obligations from) the Contract, or parts thereof, to third parties

1.7 Cooperation/Information Requirements of Client

- 1.7.1 Services are provided by Service Provider on the basis of the data supplied by Client to Service Provider.
- 1.7.2 Client shall provide Service Provider all the necessary cooperation and shall always make available on time all the necessary information required for a proper execution of the contract. Client shall ensure the accuracy of this information.
- 1.7.3 If information necessary for the execution of the Contract is not provided or not timely provided to Service Provider, or if this information is changed, or if Client fails to meet its obligations in any other way, Service Provider has the right to terminate the Contract or to suspend its obligations arising from the Contract without advanced notification. The costs that have been incurred shall be charged to Client upon termination.
- 1.7.4 Client is responsible for the use and proper application in its organisation of the Services provided by Service Provider, as well as the tools thereof, of whatever nature and for the security thereof.

1.8 Confidentiality/Non-competition

- 1.8.1 Service Provider and Client mutually commit themselves to the confidentiality of all information concerning each other's organisation, including but not limited to that pertaining to Clients and Services, of which they become aware during the execution of the Contract.
- 1.8.2 Service Provider is authorized to display the name and logo of Client on the Service Provider website and/or reference list and to show them to third parties.

- 1.8.3 During the contract and for a period of up to 12 (twelve) months after termination of the contract, Client will not enter into any direct or indirect commercial relationship of any nature with employees of Service Provider, without the written consent of Service Provider.

1.9 Intellectual property rights

- 1.9.1 Service Provider retains the exclusive intellectual property rights, industrial property rights and other rights relating to all Services and Offers. Client is not permitted to copy in any way whatsoever make available or loan to third parties the Services and/or Offers.
- 1.9.2 Any rights arising from the execution of the Contract are the intellectual property of Service Provider.
- 1.9.3 Client is not permitted to remove, have removed or alter any designation concerning intellectual property rights, industrial property rights and other rights.
- 1.9.4 If changes are made in the Services, irrespective of who made these changes, the Service Provider intellectual property rights to the altered Services remain with Service Provider. If the above-mentioned rights do not belong with Service Provider, Client will ensure that the above rights are transferred to Service Provider free of charge.
- 1.9.5 If Client of the Services forms a new product all intellectual, property rights belong to Service Provider.
- 1.9.6 If third parties claim a right to these intellectual property rights, Client is obliged to inform Service Provider of this immediately.

1.10 Penalty clause

- 1.10.1 In the event of a violation of the provisions in Articles, 1.8. and 1.9, Client is to pay Service Provider, without further notice of default, an immediately payable penalty of € 10,000 (ten thousand euros) per violation as well as € 5,000 (five thousand euros) for each day that the violation continues, without prejudicing the right of Service Provider to claim damages.

1.11 Complaints

- 1.11.1 Any complaints should be submitted to Service Provider or Stichting Derdengeld in writing or electronically within 8 days to the e-mail address found on their website. If this is not done, it is assumed that Client has accepted the Service unconditionally.
- 1.11.2 Once the complaint has been received, it will be registered and passed on to the responsible department of Service Provider.
- 1.11.3 Complaints will not be dealt with if a change in the Service has been caused by Client or third parties.
- 1.11.4 If the complaint is well founded (at the discretion of Service Provider), Service Provider will deal with the complaint.
- 1.11.5 End-user complaints will be passed on to Client and will be registered by Service Provider for the purpose of fraud prevention. Service Provider is entitled to charge any costs per the Price List.

1.11.6 Client provides a well-documented and functioning complaints/escalation procedure for its end-users, with a telephone hotline and e-mail address, which meets the requirements set by the banks and institutions that process payments for it.

1.12 Liability

1.12.1 Service Provider's liability shall be limited to compensation for direct damage for the amount (excluding VAT) that is invoiced to Client as stipulated in the Contract in the calendar year of the submission of the complaint, up to a maximum of € 100,000 (one hundred thousand euros), unless Service Provider is insured against the nature of the claim, in which case the claim is maximized to the insured amount.

1.12.2 Client indemnifies Service Provider from all liability regarding third parties.

1.12.3 Service Provider is not liable if Client itself is in default.

1.12.4 Service Provider shall in no event be liable for damage resulting from Client using the Services for another purpose than that for which the Services were intended.

1.12.5 Direct damage is exclusively understood as:

- a) Reasonable expenses incurred by Client to execute Service Provider Services according to the Contract; unless the Contract was terminated by Client or the Service was suspended by Service Provider;
- b) Reasonable costs made in determining the cause and extent of the damage;
- c) Reasonable costs incurred in prevention or limitation of the damage, to the degree that Client could demonstrate that these costs have led to the limitation of the damage.

1.12.6 Service Provider's liability for indirect damage, including consequential damage, loss of profits, loss of savings, destroyed or lost files and/or data, delays, losses, damage as a result of the failure of Client to provide the required information or assistance, damage through corporate inactivity or claims from third parties against Client, is rejected.

1.12.7 Service Provider's liability exists solely when Client informs Service Provider of the deficiency within 2 (two) weeks of the damage occurring, in writing by registered letter, proposing therein a reasonable time period for correction of the deficiency, and Service Provider then culpably fails to meet its obligations after this period and Client takes measures to limit the damage. The notification of deficiency should be as a detailed description of the deficiency as possible.

1.12.8 Service Provider is not liable for damage arising from Third Party Services not being provided on time and for any damage whatsoever that is the result of the fact that Service Provider has to comply with certain, changing and new legislation and other regulations.

1.12.9 Service Provider does not guarantee that material it uses to perform Contract does not breach any intellectual property rights of third parties.

1.12.10 Subject to the provisions of Article. 6:89 of the Dutch Civil Code and the complaints term stated elsewhere in these terms and conditions, all claims against Service Provider expire after 12 (twelve) months of the date that the cause of the damage was discovered, or could reasonably be expected to have been discovered, by Client.

1.13 Force majeure

1.13.1 Service Provider is not obligated to fulfil the Contract if prevented from doing so as a result of circumstances beyond its control. Service Provider can also appeal to force majeure if force majeure occurs after Service Provider should have met its obligations.

1.13.2 If the deficiencies as a result of force majeure are of a temporary nature, Service Provider may suspend its obligations until the force majeure ceases to exist, without being obliged to any form of damage compensation. Service Provider reserves the right in the event of force majeure to claim payment from Client for work already carried out by Service Provider.

1.13.3 The deficiencies as a result of force majeure do not give Client the right to dissolve the Contract and/or to claim damages unless the deficiency continues for more than three (3) months.

1.14 Nullity

1.14.1 If one or more provisions, wholly or in part, of the Contract are nullified or subject to annulment, the other provisions (or parts thereof) of the Contract remain in force undiminished.

1.14.2 With regard to provisions (or parts of provisions) that are nullified or declared to be nullified, parties shall consult with each other to reach a substitute arrangement in which the parties shall strive for the maintenance of the Contract (or the remainder of the provision in question) in its totality.

1.15 Applicable Law and Dispute Resolution

1.15.1 All Contracts made between Service Provider and Client are governed by the laws of the Netherlands, unless otherwise agreed upon. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.

1.15.2 If Service Provider refuses to pay a customer of Client, Service Provider shall give grounds for this and this customer is entitled to submit a dispute to the Netherlands Financial Services Complaints Tribunal (disputes body as referred to in Article 4:17, first section, part b, of the Financial Supervision Act).

1.15.3 Other disputes shall at the choice of Service Provider be settled by the court in Amsterdam.

1.16 Verification

1.16.1 Service Provider is entitled to incorporate technical limitations and control mechanisms in the Services.

1.16.2 Service Provider is also entitled itself or using a third party, as long as Client makes use of the Services, to make unannounced verification visits to the locations where the Services are used. Client shall provide all the necessary cooperation. In the event Client refuses cooperation and/or access to Service Provider, Service Provider is entitled to dissolve the Contract immediately.

1.17 Second Line Support

1.17.1 Client is responsible for Second Line Support. If this Second Line Support is insufficiently facilitated, Service Provider offers Second Line Support to a maximum of 8 (eight) hours conform the prices as indicated in the Price List.

Regulations of Acquiring Partners of the Conditions set by Service Provider;

- (iii) Does not provide a well (at discretion of Service Provider) functioning complaints procedure;
- (iv) Is negligent in providing all relevant information and/or deliberately provides non-relevant, unusual and/or inaccurate information, either specifically requested by Service Provider, or as explicitly required on webshop pages/URLs, as is common practice for promoting transparent and reliable e-commerce traffic.

2. INTEGRITY

2.1 Supervision

2.1.1 Service Provider is a company of integrity that operates in accordance with the legislation and regulations under supervision of DNB (Dutch Central Bank).

2.1.2 Client is aware that Service Provider and Stichting Derdengeld have to meet legal obligations as payment service providers and shall indemnify Service Provider and Stichting Derdengeld against damages that they sustain in connection with the application of any relevant legislation and regulations involved in performing the assigned task.

2.2 Customer screening

2.2.1 As part of the customer screening that forms a condition for the realization of the Contract, Service Provider shall carry out a thorough investigation into the registration methods for customer details, documents relating to Client profile, and products and services that are sold via Client's webshop. Client will also be identified and it will be investigated who is the ultimate owner (under company law) and interested parties of Client. It will also be investigated how transactions are carried out processed and supervised, and notifications will be given of irregularities concerning transactions.

2.2.2 Client must immediately inform Supplier of any new URLs (even if directly or indirectly connected to an already assessed URL), in the appropriate manner, after which a new screening will be carried out on the elements as described in article 2.2.1

2.2.3 If Client:

- (i) Abuses the Service offered by Service Provider, commits fraud or offers or trades in products that are deemed illegal or the use thereof are considered criminal (including drugs, animal- or child-pornography or weapons), which are in conflict with the Service Provider's Client- and Product acceptance policies;
- (ii) Does not fulfil all relevant laws and regulations (such as Tobacco laws, Alcohol and Catering laws and/or Copyright laws), or the Rules &

The Client is then immediately without any further notification required, expected to pay a fine to Service Provider, as detailed in Article 2.2.5, without prejudice to Service Provider to accrue additional damages including lost revenue if the Service Provider terminates- and all other costs such as legal and investigation costs.

2.2.4 Service Provider retains the right to collect the penalty from Client. All related costs are to be borne by the Client.

2.2.5 Category 1:

In case of violation of Article 2.2.3 (iii) a penalty of € 3,000 (three thousand) per violation and € 1,500 (fifteen hundred) for each day that the violation continues shall be charged,

Category 2:

In case of violation of Article 2.2.3 (ii) a penalty of € 5,000 (five thousand) per violation and € 2,500 (two thousand five hundred) for each day that the violation continues shall be due,

Category 3:

In case of violation of Article 2.2.3 (i) a penalty of € 10,000 (ten thousand) per violation and € 5,000 (five thousand) for each day that the violation continues shall be due.

2.3 Fraud

2.3.1 If it is established or suspected (at the discretion of Service Provider) that the use of the Service or facilities contravenes the Anti-Money Laundering and Anti-Terrorism Act (Wwft) through for example, but not limited to, achieving fraudulent, whitewashing or terrorism ends, or doing business in the widest sense of the word with Risk Countries or PEPS, infringing upon the rights of third parties, conducting business contrary to the Terms and Conditions and/or the Contract or blocking access to the Service and/or facilities, Service Provider is entitled to dissolve the Contract, as well as remove information and to suspend its obligations.

2.3.2 Service Provider shall report any violations of the Anti-Money Laundering and Anti-Terrorism Act (Wwft).

2.3.3 Based on subsequent calculation the costs of the fraud investigation will be charged to Client based on an hourly rate of € 85.00 (eighty-five).

3. ONLINE PAYMENT SERVICES

3.1 General

3.1.1 Service Provider provides Online Payment Services using the Service.

3.2 Stichting Derdengeld

3.2.1 Service Provider has outsourced the receipt of monies to Stichting Derdengeld. Stichting Derdengeld manages the part of the monies received for Client until the moment of payment to Client in accordance with the Contract.

3.2.2 Client agrees that the payments of End-users will be paid through the Acquiring Bank to the bank account of Stichting Derdengeld, except for a payment method otherwise agreed upon.

3.2.3 Service Provider will send Client a periodic overview (Outpayment overview) of all the receivables Stichting Derdengeld has received in the previous calendar month on behalf of Client, where it is specified to indicate those amounts under the agreement, which belong to Service Provider, and those which belong to Client. There will be 1 work day between the sending of the Outpayment overview and collection of the indicated amount owed in accordance with the following Article. The Outpayment overview is accompanied with an invoice with a payment term of 14 days, with which Service Provider invoices Client the amounts due to Service Provider out of the amounts received by Stichting Derdengeld. If the Client has an amount to claim, as shown on the Outpayment Overview, Service Provider will credit this amount within 5 (five) working days from the Outpayment Overview being made available.

3.2.4 By entering into the Contract (depending on the nature of the Service) Client provides (i) an irrevocable authorization to Service Provider to collect from Stichting Derdengeld all the amounts Client owes Service Provider in accordance with the Contract (including but not limited to refunds, Outpayment overviews, invoiced amounts), or (ii) to deduct the amount due by direct debit from the bank account of Client. Client will have this authorization registered at its bank, and if it does not do so, Service Provider is entitled to suspend its obligations.

3.2.5 In the event that option (i) of the previous Article is applicable, Stichting Derdengeld is entitled to settle the amounts owed against the amounts that Stichting Derdengeld is due to pay Client and to pay out the remainder to Client. Stichting Derdengeld is entitled to suspend this payment should a third party make a claim on this payment or to make a payment to a third party if it is obliged to do so pursuant to an entitlement to enforcement. In the latter case, Stichting Derdengeld will then be responsible for the payment to Service Provider of the amounts owed to Client.

3.2.6 If the collection of the invoiced amount does not succeed in the calendar month of the invoice, Service Provider will collect the amount from Stichting Derdengeld/Client during the next calendar month. Client will then be charged

administration costs of € 12.50 (twelve fifty).

3.2.7 If Service Provider for whatever reason is not able to collect its claim on Stichting Derdengeld/Client also in this second calendar month from Stichting Derdengeld/Client, Client will be charged, without prior notification, the statutory interest on the amount owed plus costs as from the first day after the expiration of a period of 14 (fourteen) days of the invoice date until the date of payment in full. That claim will then be handed over for collection, in which case Client will have to pay the extra-judicial and judicial expenses, with a minimum of 15% of the outstanding amount.

3.2.8 A payment by Client first serves to settle the collection costs made by Service Provider, then the interest and finally the outstanding principal amount.

3.2.9 In the event of fraud (or suspicion of fraud) on the part of Client and/or one or more End-users, Service Provider is entitled to take all the necessary measures to minimize its damage as well as that of Stichting Derdengeld, including but not limited to blocking payments to Client and the automatic collection of amounts due from Client concerning reversed entries, etc.

3.2.10 If a negative balance arises because of reversed entries, etc. at Stichting Derdengeld, Service Provider is entitled to suspend its obligations. Stichting Derdengeld will assign this forthwith payable debt of Stichting Derdengeld by Client to Service Provider and Service Provider will supplement this deficit. After Service Provider has notified Client of this assignment, Client will pay Service Provider this debt payable on demand. For this Service, the Service Provider is entitled to charge the statutory commercial interest as well as € 10 (ten) administration costs for each day the claim is not paid.

3.2.11 Service Provider can, if Holdbacks are necessary, withhold a percentage of the monthly turnover of the Client as security for Chargebacks, reversed entries, etc. The withheld amounts will be paid out in the future. The withholding percentage and the restitution term will be determined in more detail in an addendum to the Contract. The withholding percentage may be altered by Service Provider in consultation with Client.

3.2.12 Service Provider may keep the entire turnover of Client indefinitely as Holdback, if there is an investigation of (the organization) Client, regardless of who the Client is or the nature of this investigation, even if Service Provider is not entitled to make any statement on this investigation.

3.3 Acquiring Partner

3.3.1 Client only has the right to use the name and logo of the Acquiring Partner on Client's website under the conditions of the Acquiring Partner in question.

3.4 Interest rate and foreign transaction fee

3.4.1 Changes in interest rates or exchange rate may be applied immediately and without notice by Service Provider where the changes are based on the reference interest rates or reference

exchange rates that have been agreed upon in accordance with Article 4:22 of the Financial Supervision Act (Wft).

- 3.4.2** For transactions that take place in countries that are not part of the European Monetary Union, Service Provider charges a foreign transaction fee of 0.2% over the transaction amount.

4. SERVICE

4.1 General

- 4.1.1** The Service is carried out at a Data Centre approved by Service Provider and on an Infrastructure approved by Service Provider.
- 4.1.2** For access to and the use of the Service, Client has and continues to have equipment and software that meet the requirements set by Service Provider. If Client does not meet these requirements, or adds a new website that does not meet these requirements, the obligation of Service Provider to provide access to the Service and its use will be suspended by Service Provider.
- 4.1.3** Client shall enable Service Provider to verify whether the requirements as set out in Article 4.1.2 are being complied with, as well as to analyze the use of the Service. The results of an analysis will not be made available to third parties. This does not apply to figures and data concerning the use of the Service that are not directly attributable to the use of Client.
- 4.1.4** If Client, after verification, still fails to comply with the requirements as set out in Article 4.1.2, Service Provider has the right to terminate the Contract wholly or partially without prior notification.
- 4.1.5** Client is required to follow instructions given by Service Provider regarding the Service.
- 4.1.6** Any malfunction in the Service must be immediately reported by Client to Service Provider.
- 4.1.7** The costs for resolving the malfunction are for the account of Client, if it appears that the malfunction is the result of Client's actions or failure to act.
- 4.1.8** Service Provider will provide Client with advance notice of any planned maintenance concerning the Service, if this maintenance will lead to problems accessing the Service.

4.2 Obligations of Service by Service Provider

- 4.2.1** Service Provider shall ensure the provision of the Service. Service Provider will strive for an availability percentage of:
- 99% from Monday through Friday between 06.00 and 24.00 hours (CET);
 - 98% from Monday through Friday between 24.00 and 06.00 hours (CET);
 - 97% from Saturday through Sunday between 00.00 and 24.00 hours (CET).
- 4.2.2** The percentages mentioned in Article 4.2.1 are measured over a calendar year. The time for maintenance is not included.

- 4.2.3** Service Provider will strive to provide all useful and necessary measures in order to ensure the continuity of the Service by means of the usual virus protection programs.

- 4.2.4** Service Provider will strive to provide effective protection against any authorized access by third parties to the computer equipment and computer programs used by Service Provider and/or stored data.

4.3 Browser

- 4.3.1** Client can access the Service through a browser. The necessary browsers will be made known to Client by Service Provider.
- 4.3.2** Service Provider is entitled, without any form of damage compensation being required, to make changes in the Service, which may influence the browsers used by Client.
- 4.3.3** If the browser does not enable sufficient access to the Service, Service Provider will at the expense of Client endeavor to enable Client to transfer to another browser.

4.4 Use of Identification Details

- 4.4.1** Service Provider will make Identification Details available solely to Client for use of the Services. Client will use these Identification Details with care. Client will notify Service Provider in the event of loss, theft and/or other forms of unauthorized use.
- 4.4.2** Service Provider is not liable for the misuse and/or unauthorized use of the Identification Details.
- 4.4.3** If misuse of the Identification Details has been observed, or if there is a suspicion of such, Client will be in default. In this event, Service Provider can instruct Client to stop this misuse.

4.5 Changes in the Service

- 4.5.1** Service Provider is entitled, after written notification, without having to pay Client any compensation, to change the Service.

4.6 Data Traffic of Client

- 4.6.1** Service Provider is to observe confidentiality regarding the information concerning the transactions that are being processed for Client, and Service Provider will ensure for a secured storage of data concerning transactions. Process Data shall initially be recorded by Service Provider in such a manner that Client is able to consult such Process Data for at least one year after recording. This data will be archived by Service Provider in accordance with the statutory requirements.
- 4.6.2** Client is responsible for the content of his data traffic in accordance with the Code of Conduct as set out in Article 4.8 and for making Back-ups.
- 4.6.3** Client indemnifies Service Provider against claims of third parties in connection with (the content of) the data traffic or information originating from Client.

4.6.4 Contrary to the terms of Article 1.9, Process Data will remain the intellectual property of Client. Client grants Service Provider, free of charge, the user right and revision right of the Process Data.

4.6.5 Service Provider will offer cooperation, at the expense of Client, in transferring Process Data and/or other data to another application if requested by Client. Service Provider does not guarantee that the available Process Data and/or other data during the Contract and/or or after the Contract can be transferred to another application.

4.7 Personal data

4.7.1 Client is responsible for protecting (personal) data that is processed by the Services on behalf of Client.

4.7.2 Client indemnifies Service Provider against all claims as a result of a violation of any person's privacy.

4.7.3 Client agrees, where authorized, with the registration of (personal) data of users in the privacy registration of Service Provider for administrative and management purposes. This privacy registration will contain, amongst others, Identification Details and Process Data and will only be accessible for Service Provider. This information will not be provided to third parties, unless Service Provider is obligated to do so by law or based on a court order or if Service Provider has received permission from the person involved. In the latter case, Service Provider will inform Client immediately of such a disclosure. Service Provider is not liable for any misuse of this information by third parties.

4.7.4 Contrary to the terms of Article 4.7.1., Service Provider is responsible for the protection of personal data of which its use is necessary by Service Provider for the performance of the Contract.

4.7.5 With regard to the processing of personal data, Service Provider acts on behalf of Client. The processing of the personal data is exclusively for the implementation of the Service.

4.7.6 For as far as End-users get direct access to the Service, Client is responsible for providing information regarding the rights pursuant to the Personal Data Protection Act to those persons whose personal data is being processed, and to comply with the other provisions of this Act.

4.8 Code of Conduct

4.8.1 Client will make use of the Service and/or the other facilities in a responsible manner. It is prohibited to use the Service and/or the other facilities in a manner that will result in:

- a) Damage to the Infrastructure;
- b) Interference with its use.

4.8.2 It is not permitted to use the Service and/or other facilities, including payment methods, for activities that are illegal and/or in violation of the Contract and/or in violation of the necessary security for End-users, Clients, and/or Service Provider and/or Stichting Derdengeld. The foregoing includes, amongst others, the following activities and conduct:

- a) violation of the third party's rights or facilitating the violation of a third party's rights, such as but not limited to intellectual property rights and privacy rights;
- b) non-compliance to law and other applicable regulations;
- c) spamming (the unrequested distribution (or creating the possibility for third parties) of advertisements and/or other messages);
- d) storage /distribution of (animal- and/or child) pornography;
- e) sexual intimidation, discrimination and/or the harassment of individuals in any other manner;
- f) distribution or making available to third parties in any other manner of obscene, insulting or abusive material and/or other material of similar nature;
- g) threats;
- h) storage and distribution of viruses, worms and/or other destructive activities;
- i) unauthorized access (hacking) of accounts, systems and/or networks of third parties and/or Service Provider and/or the performance and/or non-performance of any other act that makes hacking possible.

4.8.3 Service Provider and/or third parties are not liable for damage suffered by Client and/or third parties as a result of measures taken by Service Provider on the basis of the previous Article, without affecting the obligations to payment of the agreed amount by Client.

4.8.4 If the severity of the actions and/or failure to act by Client justifies this and/or if this action/non-action continues regardless of the measures undertaken by Service Provider and/or on its behalf, as set out in Article 4.8.2, Service Provider will be entitled to dissolve the Contract, without Service Provider being required to pay any damage compensation or restitution of monies paid.

5. THIRD PARTY SERVICES

5.1 General

5.1.1 Service Provider has the right to deliver Third Party Services in fulfilling its obligations flowing forth from the Contract.

5.1.2 No Maintenance, Support or other services will be carried out on Third Party Services, unless agreed upon otherwise in writing.

5.1.3 With regard to the Third Party Services delivered, Service Provider will provide if agreed upon:

- a) The service on Third Party Services, under the conditions of the Third Party General Terms and Conditions.
- b) The warranty for the term and under the conditions of the Third Party General Terms and Conditions.

5.2 Repairs of Third Party Services:

- a) Service Provider cannot replace Third Party Services, unless Client expressly requests this and pays the associated costs.
- b) Third Party Services can be repaired by Service Provider at the expense of Client. If repairs are carried out other than at Service Provider the callout fees, hourly rates and other associated costs will also be charged.

5.3 Third Party General Terms and Conditions

- 5.3.1 The Terms and Conditions have priority over the Third Party General Terms and Conditions unless otherwise agreed upon.

6. DELIVERY

6.1 Delivery dates

- 6.1.1 The delivery dates will not be considered to be absolute dates but Service Provider will do its best to take them into consideration.
- 6.1.2 Should Service Provider exceed a delivery date this will not constitute a shortcoming by Service Provider.

6.2 Risk

- 6.2.1 Client bears the risk of the Service from the moment of delivery, even if the ownership or use rights have not yet been transferred. Client will be accountable for full payment, regardless of the destruction or the decline in value of the Service delivered due to circumstances for which Service Provider cannot be held accountable, also if Client fails to carry out procedures that are necessary for the delivery.

6.3 Change in Performance

- 6.3.1 Instead of the Services ordered by Client, Service Provider may deliver other Services, providing the operation and capacity of these other Services do not differ essentially from that which was originally ordered.
- 6.3.2 If the Contract was entered into to be performed by a particular person, Service Provider will at all times be entitled to change this person with one or more other persons with the same qualifications.

7. PAYMENT

7.1 Prices and Payment

- 7.1.1 All amounts due are calculated in accordance with the Price List and exclude VAT and other levies. The amounts due will include VAT, and other levies as well as any possible order costs, shipping costs, hourly rates, travel and waiting time compensations, actual travel and hotel costs incurred and any other costs (of third parties) connected to the activities, which will be invoiced in euros.
- 7.1.2 Service Provider invoices the amounts due each month, with a payment term of 14 (fourteen) days unless otherwise agreed upon. Service Provider is authorized to settle the invoice against the outpayment amount.

- 7.1.3 Should Client fail to fulfil any payment obligation, Client is in breach without any further notification of breach being required. Client is to pay Service Provider all the costs due and the statutory interest as set out in Article 3.2.7 of the Terms and Conditions.

- 7.1.4 As part of the Contract Service Provider may withhold any things, rights and information that have been received or generated until Client has paid all the due amounts to Service Provider. The delivery of Services will be suspended if Client fails to pay the invoiced amounts. This suspension does not affect Client's payment obligations.

- 7.1.5 Service Provider is entitled to suspend its work and other obligations until full payment has been made. Client's obligation to meet its commitments remains unchanged.

- 7.1.6 If Service Provider is not able to deliver a Service as a consequence of default on the part of Client, Service Provider is entitled to charge a 1.5% (one point five) interest reimbursement on a monthly basis over the amount due.

7.2 Price Changes

- 7.2.1 Service Provider is entitled to change the transaction costs and prices in the event of a change in one or more cost items, including but not limited to a change in the Consumer Price Index (CPI, all households) or in the CBS index commercial services due to new legislation and regulations and/or a changed exchange rate.

- 7.2.2 Service Provider indexes its prices each year.

- 7.2.3 Service Provider will notify Client in writing of any change in prices one calendar month before the change takes effect. A change in transaction costs is of immediate effect once Client has been informed of the increase.

- 7.2.4 If Client does not accept a price change Client is entitled to terminate the Contract on the date at which the price change will take effect, if the total price increase during a period of 1 (one) year exceeds by 10% (ten) the inflation figure of the actual year (or the previous year for price increases announced for the following year) as published by the CBS.

7.3 Costs

- 7.3.1 Without prejudicing the above provisions, all costs incurred by Service Provider arising from the relationship with Client, including (but not limited to) (legal) costs in connection with attachments made by Service Provider that are chargeable to Client, are, within the boundaries of reasonableness, at the expense of Client.