

GENERAL TERMS & CONDITIONS



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1. General and definitions

1.1 These terms and conditions apply to all offers and Agreements between eConnect and the Customer.

1.2 In these General terms and conditions the following definitions apply:

General terms and conditions: these General terms and conditions;

eConnect: the private company with limited liability eConnect International B.V. (or his legal successor), also acting under the (trade) name eVerbinding.

Customer: every party who (wishes to) enter(s) into an agreement with eConnect.

Agreement: Agreement on making available online Software-as-a-Service to the Customer.

Service: the service that is offered via an online platform of eConnect, among other things the performing of PEPPOL billing services and related services.

Platform: the eConnect Platform consisting of an infrastructure to and from different WEB environments and applications that are powered by eConnect.

1.3 Possibly agreed upon deviations from these General terms and conditions apply exclusively to that specific individual Agreement.

1.4 If eConnect cannot invoke any provision of these General terms and conditions for any reason whatsoever, the other provisions will continue to apply in full and a provision that most closely approximates the intention of the parties will apply instead of the invalid provision.

1.5 The Customer is not entitled to transfer any rights or obligations under the Agreement or the Agreement in its entirety to a third party.

2. Offers and conclusion of Agreements

2.1 All quotations or offers are without obligation unless they contain a term for acceptance. If a quotation contains an offer without

obligation and this is accepted, eConnect has the right to withdraw the offer within two working days after receiving of the acceptance. Budgets, catalogs and other documents provided by eConnect remain the (intellectual) property of eConnect.

2.2 Articles 6: 227b paragraph 1 and 6: 227c of the Dutch Civil Code do not apply.

3. Prices and payment

3.1 All prices are exclusive of VAT and in euros.

3.2 There is a standard payment term of fourteen (14) days after the invoice date for the Customer.

3.3 Any extrajudicial collection costs will be recovered from the Client and amount to at least 15% of the total amount due.

3.4 If during the term of the Agreement the date of 31 December passes, eConnect is entitled to index the agreed upon fees. Indexation takes place on the basis of the CBS Service Price Index, series 2015 = 100, of January compared to January of the previous year..

3.5 eConnect is entitled at or after entering into the Agreement, before performing (further) performance, to require (additional) security from the Customer so that both the payment and other obligations will be fulfilled..

4. Intellectual Property

4.1 All IP rights to all Services, content, applications, (user) content, product specifications, drawings, designs, sketches, models and the like developed and / or made available by eConnect pursuant to the Agreement, rest exclusively with eConnect or its any licensors, unless expressly agreed otherwise in writing.

4.2 Ownership rights to software or Services are never transferred to the Customer, but only rights of use are made available, whether or not under a license. In the case of user content uploaded by the Client, all Intellectual Property

Rights rest with both eConnect and the Client.

4.3 The Client will treat all information of a confidential nature related to the performance of the Agreement confidentially and will not disclose it to third parties.

4.4 The Client agrees that his company name, logo and / or logo can be used as a reference and that these can be made public as such. The Customer can submit a request via info@eConnect.eu with the aim not to display his company name, logo and / or figurative mark.

5. Delivery

5.1 The Service is offered by eConnect in the condition it is in at the time of delivery ("as is").

5.2 eConnect uses all reasonable care and expertise in providing the Service, but does not warrant that the content Customer stores or accesses through the Service will be protected from accidental damage, loss, destruction, or deletion in accordance with the Agreement.

5.3 The Customer is responsible for the correctness and content of the documents it provides to eConnect.

5.4 The balance credit purchased by the Customer for the use of the Service remains valid indefinitely and cannot be exchanged for money. The amount of a negative balance is due and payable by the Customer from the moment of creation. In the event of a negative balance, eConnect in the direction of the Customer is only entitled to payment of interest and other costs from the moment of a first reminder to the Customer

5.5 Without prejudice to the situation of force majeure, eConnect guarantees an availability of the Service of at least 95% of the agreed contract duration - or in case the contract is indefinite - per year. Unavailability of less than 5% therefore does not lead to an attributable shortcoming from eConnect.

5.6 eConnect is entitled, if it sees reason to do so, to remove the content from the Platform - for

example due to its unlawful, discriminatory or unnecessarily offensive nature.

6. Obligations of the Client

- 6.1 The Customer guarantees at all times that the use of information provided by him or otherwise, is not in conflict with legal regulations or (intellectual property) rights of third parties. The Client indemnifies eConnect against all claims from third parties in that regard and will reimburse eConnect for all resulting costs (including full attorney's fees).
- 6.2 The Customer ensures a proper software environment: shadow running, an adequate backup system, proper system management, protection of uploaded content and security of passwords used for the Service.
- 6.3 The Customer will refrain from unauthorized use of the Service, for a purpose other than that agreed, which causes damage to the Service and / or other customers and / or overload and / or a malfunction. Also, the Customer is not permitted to make the use of the Service available in any way directly or indirectly to a third party.

7. Complaints

- 7.1 Any complaints (including about invoices) will only be dealt with by eConnect if they have reached eConnect in writing directly within eight (8) days after the defect could reasonably have been established, stating the exact nature and basis of the complaints.
- 7.2 After the expiry of this period, the Customer is deemed to have approved the delivered goods and/or invoice, and the right to complain about a performance (or non-performance) of eConnect lapses.
- 7.3 The Client is under no circumstances entitled to suspend the fulfillment of its obligations.

8. Liability

- 8.1 The liability of eConnect due to an attributable failure in the

performance of the Agreement or on any legal basis whatsoever, is - except in the case of intent or willful recklessness on the part of eConnect - limited to compensation for direct damages only and up to a maximum amount equal to the amount paid by the Customer in the month prior to the damage causing event, and never more than the amount covered by eConnect's liability insurance in a given case.

- 8.2 The liability of eConnect is excluded for indirect damage (such as consequential damage, loss of profit, lost savings, reduced goodwill, etc.). If eConnect is held liable for damages of whatever nature in this context, by a third party, the Customer indemnifies eConnect against such damage claim, unless in the case of intent or willful recklessness on the part of eConnect.
- 8.3 eConnect is not liable for damage resulting from the use of the websites or (user) content to which it refers on its website(s) or Platform.
- 8.4 A claim for compensation lapses by the mere lapse of twelve (12) months after the claim arose.
- 8.5 Force majeure is understood to mean: any circumstance beyond the control of the parties or unforeseen circumstances, as a result of which fulfillment of the agreement by the other party can no longer reasonably be expected of eConnect, such as a strike, excessive absenteeism of staff, business disruptions, internet or other network disruptions, natural disasters, as well as attributable failures at its suppliers, as a result of which eConnect can no longer fulfill its obligations towards the Customer.
- 8.6 If a force majeure situation occurs, eConnect is not liable for the damage suffered by the Customer as a result of the shortcoming and eConnect is entitled to suspend the execution of the Agreement or to dissolve the Agreement definitively, without being liable for damages caused by suspension or dissolving.

9. Processing of personal data

- 9.1 In the context of the performance of the Service under the Agreement, eConnect obtains knowledge of personal data and processes it for the Customer. Due to this fact, a data processor agreement has been added as an appendix to these General terms and conditions. When the Customer agrees to the General terms and conditions, the Customer therefore also agrees to the data processor agreement.

10. Changes to the General terms and conditions

- 10.1 eConnect is authorized to make changes to these General terms and conditions. eConnect will send the amended terms and conditions to the Customer in a timely manner. If no effective date has been communicated, the changes will take effect for the Client as soon as he has been notified of the change.

11. Applicable law and disputes

- 11.1 All Agreements concluded with eConnect are governed by Dutch law.
- 11.2 Any disputes between the Customer and eConnect will - if it appears that the parties cannot reach an agreement in mutual consultation - be tried by the competent judge of the District Court of The Hague.

Version: September 2020

