



General Terms and Conditions.

Version September 2025



Webtify B.V., registered with the Dutch Chamber of Commerce under number **96640944**, having its registered office at Westblaak 130 (3012 KM) in Rotterdam, hereinafter referred to as the “**Supplier**”.

Article 1 – Definitions

In these General Terms and Conditions, the following terms shall have the following meaning:

- 1.1. Offer: any written or oral proposal or quotation made by the Supplier to the Client.
- 1.2. Subscription: a continuing agreement between the Client and the Supplier for the periodic supply of services or products, as specified in the Agreement.
- 1.3. AI Agents: any system, product or functionality within a website or digital environment, developed or configured by or on behalf of the Supplier, which makes use of artificial intelligence or machine learning techniques to autonomously perform tasks, such as generating texts, images, recommendations, or automatically operating functions or interactions.
- 1.4. Consumer: the Client who is not acting in the course of a profession or business, as well as any Client who may invoke statutory consumer protection by way of reflex effect.
- 1.5. Services: all work to be performed by the Supplier for the Client, as described in the Agreement.
- 1.6. Client: the natural person or legal entity making use of the Services or Products of the Supplier.
- 1.7. Supplier: Webtify, as referred to in the preamble of these General Terms and Conditions.
- 1.8. Agreement: any agreement entered into between the Supplier and the Client regarding the supply of Products and/or Services, including all amendments and supplements thereto.
- 1.9. Onboarding Fee: a one-time amount payable by the Client to the Supplier prior to the commencement of the Services.
- 1.10. Products: all (digital) products developed, supplied or otherwise made available to the Client by the Supplier.
- 1.11. SLA (Service Level Agreement): a written agreement setting out specific arrangements concerning the maintenance and support of Products and/or Services.
- 1.12. In Writing: “In Writing” shall also include electronic communication, such as email, unless expressly stated otherwise.



Article 2 – Applicability

2.1. These General Terms and Conditions apply to every Offer of the Supplier and to every Agreement concluded between the Supplier and the Client.

2.2. Prior to or at the conclusion of a distance Agreement, the Supplier shall make these General Terms and Conditions available electronically, in such a manner that the Client can store them on a durable data carrier.

2.3. Any Service Level Agreements (SLAs) form an integral part of the Agreement. In the event of any conflict between these General Terms and Conditions and the SLA, the SLA shall prevail, unless expressly provided otherwise in the SLA.

2.4. Agreements with minors (under the age of 18) shall only be valid with the prior written consent of their legal representative(s).

2.5. The applicability of any purchase or other terms and conditions of the Client is hereby expressly rejected.

2.6. These General Terms and Conditions also apply to additional, amended or follow-up assignments.

2.7. In the event of any conflict between the provisions of these General Terms and Conditions and the provisions of an Agreement, the provisions of the Agreement shall prevail, unless expressly agreed otherwise.

Article 3 – Offer

3.1. All Offers made by the Supplier are without obligation, unless a specific period for acceptance is expressly stated in the Offer.

3.2. An Offer shall automatically lapse if the product or service to which the Offer relates is no longer available.

3.3. The Supplier shall not be bound by any Offer that the Client could reasonably have understood to contain an obvious mistake or clerical error.

3.4. Any additions, amendments and/or further arrangements shall only be valid if agreed In Writing.

3.5. At the commencement of a project or service, the Supplier may charge an Onboarding Fee or a deposit, as specified in the quotation or Agreement.

Article 4 – Formation of the Agreement

4.1. The Agreement is concluded once the Client accepts the Offer of the Supplier within the specified period and signs it digitally or in writing through the Supplier's system.

4.2. The Supplier shall not be bound by any quotation containing obvious mistakes or clerical errors that the Client ought to have recognised as such.

4.3. The Agreement is entered into with the Supplier as a legal entity, irrespective of any personal relationship the Client may have with employees of the Supplier.



4.4. If the Client cancels the Agreement after signature, the Onboarding Fee or deposit shall remain due. The obligation to pay the full amount (such as a Subscription fee or project fee) shall likewise remain fully in force in accordance with the terms described in the Agreement.

4.5. Where multiple parties act jointly as the Client, all such parties shall be jointly and severally bound by the Agreement, provided that one party shall be designated as the contact person.

Article 5 – Term of the Agreement

5.1. Unless agreed otherwise, Subscriptions have an initial term of twelve (12) months.

5.2. Upon expiry of the initial term, Subscriptions shall be tacitly renewed for successive periods of the same duration, unless the Client or the Supplier gives notice of termination In Writing at least two (2) months prior to the end of the then-current term.

5.3. Any changes to the contract term shall only be valid if agreed In Writing.

5.4. The Subscription shall be activated on the day following signature of the Agreement, unless agreed otherwise, irrespective of whether the Onboarding Fee or any deposit has already been paid.

5.5. In the event of a subscription upgrade, the contract date of the new agreement shall be set to the new effective date of the upgrade.

5.6. Subscriptions may under no circumstances be paused or suspended by the Client, unless the Supplier has consented thereto In Writing.

Article 6 – Performance of the Agreement

6.1. The Supplier shall perform the services in accordance with the arrangements set out in the Agreement and with the care that may reasonably be expected.

6.2. The Supplier shall use reasonable efforts to ensure a qualitative and uninterrupted availability of the Services and/or Products supplied and to provide access to data stored by or on behalf of the Client in connection therewith. However, the Supplier gives no guarantees as to quality or availability. The Supplier's obligations are obligations of means.

6.3. Any (delivery) periods indicated by the Supplier shall not be of the essence, unless expressly stated otherwise.

6.4. The Supplier may have certain work performed by third parties where necessary for proper performance of the Agreement. These General Terms and Conditions shall likewise apply to work performed by such third parties under the Agreement.

6.5. The Client shall ensure that all information required by the Supplier for the performance of the work is provided timely and in full.

6.6. The Supplier shall not be liable for damage arising from incorrect or incomplete



information provided by the Client.

6.7. If the services are divided into phases, the Supplier may suspend performance of subsequent phases until the results of the preceding phase(s) have been approved In Writing by the Client.

6.8. The Supplier shall strive to meet agreed deadlines; however, unless expressly agreed otherwise, such deadlines are indicative only.

6.9. The Client acknowledges that timely delivery also depends on the speed with which the Client provides the necessary information and/or materials.

6.10. During an active Subscription, and for so long as all amounts due are paid on time, the Client shall be entitled to use premium plug-ins supplied by the Supplier that are necessary for the functionality of the Services and/or Products delivered.

6.11. Upon termination of the Subscription, the Client shall automatically lose the right to further updates, maintenance or use of the premium plug-ins, unless agreed otherwise In Writing.

Article 7 – Obligations of the Client

7.1. The Client shall provide all information, documents and annexes relevant to the assignment prior to the commencement of the work, in the format required by the Supplier. Failure to do so may adversely affect the quality and/or lead time of the work. The Supplier shall be entitled to suspend performance until this obligation has been fulfilled.

7.2. The Supplier is not obliged to verify the accuracy or completeness of the information received and shall not be liable for incorrect information supplied to third parties based on data provided by the Client.

7.3. If additional information is required, the Client shall provide such information upon first request. In the absence thereof, the Supplier may suspend its work. Any consequences (including delay or additional costs) shall be for the account of the Client.

7.4. The Client shall notify the Supplier of any changes in data or circumstances affecting the Agreement as soon as possible—no later than within five (5) working days after becoming aware thereof. The Client is responsible for keeping all data up to date.

7.5. The Supplier shall make a file exchange system available. The Client is responsible for correctly and timely uploading relevant files via this system.

7.6. If, for the specific use that the Client makes or intends to make of the Products and/or Services, any permit or other approval from governmental bodies or third parties is required, the Client shall be responsible for obtaining such permit or approval. The Client warrants to the Supplier that it holds all permits and/or approvals necessary for its use of the Products and/or Services.

7.7. In the event of (suspected) misuse of login credentials, the Client shall notify the Supplier immediately so that the Supplier can take measures.



7.8. Any action carried out through the Client's account shall be the responsibility and at the risk of the Client, unless there is a demonstrable security shortcoming on the part of the Supplier.

Article 8 – Code of Conduct and Notice-and-Take-Down

8.1. The Client is prohibited from using the Products and/or Services in a manner that violates Dutch law or other applicable laws or regulations, or that infringes upon the rights of third parties.

8.2. Regardless of legality, the Client is prohibited from offering or distributing content through the Products and/or Services that:

- contains malicious material (such as malware or other harmful or criminal software);
- is manifestly defamatory, libellous, offensive, racist, discriminatory, or inciting hatred;
- contains any form of criminal pornography, or is clearly intended to assist others in locating such material;
- violates the privacy of third parties, including, but not limited to, the dissemination of personal data of third parties without consent or necessity, or the repeated harassment of third parties with unwanted communications;
- contains hyperlinks, torrents or references to (locations of) material that manifestly infringes intellectual property rights;
- consists of automatically generated content that (a) is inaccurate and (b) may be harmful, offensive or misleading with respect to persons or businesses;
- contains unsolicited commercial, charitable or non-profit communications.

8.3. The Client shall refrain from hindering other clients or internet users, or causing damage to systems or networks of the Supplier, other clients, or internet users. The Client is prohibited from initiating processes or programs, whether or not via the Supplier's systems, which the Client knows or reasonably should know may hinder or cause damage to the Supplier, its clients, or internet users; and from using AI functionality in a manner that results in disproportionate strain on the Supplier's infrastructure.

8.4. If, in the Supplier's opinion, nuisance, damage, or other danger arises for the functioning of the Supplier's computer systems, networks or services, or those of third parties, in particular through excessive transmission of email or other data, denial-of-service attacks, insecure systems, or the activities of viruses, Trojans or similar software, the Supplier shall be entitled to take all measures it reasonably deems necessary to avert or prevent such danger. The Supplier may recover from the Client any costs reasonably incurred in connection with such measures.

8.5. If the Supplier receives a complaint regarding a violation of this Article by the Client, or otherwise becomes aware of such violation, the Supplier shall notify the Client thereof as soon as possible. The Client shall respond as quickly as possible, after which the Supplier shall decide how to proceed. In urgent cases, the Supplier may intervene immediately.

8.6. If the Supplier considers that a breach of these General Terms and Conditions, third-party rights, or applicable laws has occurred, or if there is an excessive burden on the



Supplier's systems, the Supplier shall be entitled to suspend Services, remove content, or block (the use of) Products and/or Services. The Supplier shall endeavour not to affect other content in doing so. If a court orders the Supplier to disable Products and/or Services, such an order shall be complied with immediately. The Supplier shall notify the Client of any measures taken as soon as possible.

8.7. The Supplier shall at all times be entitled to report any criminal offences to the authorities. Furthermore, the Supplier shall be entitled to disclose the name, address, and other identifying information of the Client to a third party that files a complaint alleging infringement of its rights or these General Terms and Conditions, provided that the validity of such complaint is sufficiently plausible, the third party has a legitimate interest in obtaining such information, and all statutory requirements are met.

8.8. Although the Supplier endeavours to act as reasonably, carefully, and adequately as possible when responding to complaints concerning the Client, the Supplier shall never be liable for compensation of damages arising from measures taken pursuant to this Article.

Article 9 – Prices and Payment Terms

9.1. All prices are exclusive of VAT, unless agreed otherwise. Where the Client is a natural person not acting in the course of a profession or business (consumer), prices stated in the Offer and subsequent communication with the Client shall be inclusive of VAT.

9.2. For Services to be performed by the Supplier, the rates as set out in the Offer or the Agreement shall apply. These may consist of a fixed price, hourly rate, (onboarding) costs in the case of a Subscription, or a deposit for a project.

9.3. The Client shall be obliged to pay the (onboarding) costs or deposit stated in the Offer in full before the Supplier is required to perform any obligation. The Client shall therefore perform first. The Supplier shall be entitled to suspend its work until full payment of the initial costs has been made.

9.4. For Subscriptions, unless agreed otherwise, the first instalment shall be invoiced immediately after signature of the Agreement. Further instalments shall be collected monthly by SEPA direct debit. For separate projects, a deposit shall be paid via iDEAL or bank transfer.

9.5. All invoices must be paid within fourteen (14) days of the invoice date to a bank account designated by the Supplier, unless agreed otherwise.

9.6. Unless the Client is a Consumer, the Client shall not be entitled to invoke set-off or suspension.

9.7. The Supplier shall be entitled, during the term of the Agreement but not earlier than three months after its conclusion, to change its rates or prices. The Supplier shall notify the Client of any price change at least thirty (30) days prior to the effective date in writing or electronically. Where the Client is a Consumer, the Client shall have the right to terminate the Agreement free of charge up to the effective date of the price change.

9.8. In the event of late payment, the Client shall be in default by operation of law. In such



case, interest and collection costs shall be due in accordance with Article 10.

Article 10 – Collection Policy

10.1. Payment terms set by the Supplier are strict deadlines. If the Client fails to pay within the applicable term, the Client shall be in default without further notice of default. In such case, the Client shall owe interest of 1.5% per month, unless the Client is a Consumer, in which case statutory interest pursuant to Article 6:119 of the Dutch Civil Code shall apply. As soon as the Client is in default, all claims of the Supplier against the Client shall become immediately due and payable, and such default shall also apply to those claims without notice of default or other prior declaration within the meaning of Articles 6:80 et seq. of the Dutch Civil Code. The Supplier shall then be entitled to suspend its obligations under any agreement concluded with the Client until full payment of all outstanding claims has been received.

10.2. If a payment arrears of more than two (2) months arises after the due date of the longest outstanding invoice, the Supplier shall be entitled to suspend its activities, including (temporarily) taking a website or webshop offline, until full payment has been received.

10.3. By way of derogation from the foregoing, for AI Agents delivered or maintained by the Supplier, the Supplier shall be entitled to suspend performance five (5) days after expiry of the payment term of the longest outstanding invoice. In such case, the Supplier shall be entitled to interrupt or terminate the operation of AI Agents immediately.

10.4. If the Client is in default with respect to (timely) compliance with any (payment) obligation, all extrajudicial collection costs shall be borne by the Client, in addition to the principal sum and interest. Such costs shall amount to at least 15% of the principal sum and interest, with a minimum of €250, unless the Client is a Consumer, in which case the collection costs shall be determined in accordance with the Dutch Decree on Compensation for Extrajudicial Collection Costs.

10.5. Any higher costs reasonably incurred in obtaining payment shall likewise be borne by the Client. This also includes judicial and enforcement costs.

10.6. In the event of three (3) consecutive failed SEPA direct debits, the Supplier may charge an administration fee of €35.00 per three failed debits.

10.7. In the event of persistent non-payment, the Supplier may assign the claim to a debt collection agency. In addition to the principal sum, interest and collection costs, the Client shall also be liable for the reasonable and demonstrable costs associated with such assignment.

10.8. The Client shall notify the Supplier immediately and proactively of any payment problems or disruptions in SEPA direct debits. The Client shall furthermore take all reasonable measures to ensure timely payment and to prevent and/or mitigate further payment problems.



Article 11 – Maintenance of Product(s)

11.1. Maintenance of Products developed and delivered by the Supplier may be governed by a separate Service Level Agreement (“SLA”). These General Terms and Conditions shall supplement such SLA. In the event of any conflict between the provisions of the SLA and these General Terms and Conditions, the SLA shall prevail.

11.2. The Supplier shall only provide maintenance services for Products developed and delivered by itself, unless expressly agreed otherwise In Writing.

11.3. Maintenance of Products developed or supplied by third parties shall only be carried out on the basis of the Supplier’s prior written acceptance. The Supplier shall at all times be entitled to refuse such a request or to impose additional conditions and rates thereon.

11.4. The Client’s right to maintenance services shall be conditional upon full compliance with the terms set out in the relevant SLA. If the Client fails to comply with such terms, the Supplier shall be entitled to (temporarily) suspend, limit, or terminate the maintenance services.

Article 12 – Liability

12.1. The Supplier shall not be liable for any direct damage suffered by the Client as a result of the Services delivered and/or work performed by the Supplier and/or any other act or omission of the Supplier, except in cases of intent or wilful recklessness on the part of the Supplier.

12.2. The Supplier shall likewise not be liable for indirect or consequential damages, except in cases of intent or wilful recklessness on the part of the Supplier. Indirect or consequential damages shall in any event include, but not be limited to, loss of profit, loss of goodwill, loss of turnover, reputational damage, loss of customers, labour costs, delay damages, loss of use of the Products and/or Services delivered, business interruption, missed savings, damage resulting from third-party claims, destruction or loss of data, materials and/or software of third parties. Furthermore, the Supplier shall not be liable for any damage resulting from force majeure.

12.3. Where a third party is engaged by or on behalf of the Client, the Supplier shall never be liable for the acts and/or advice of such third party.

12.4. The Supplier shall not be liable for damage arising from the use of products or services supplied by third parties, even where such products or services form part of the Products and/or Services delivered by the Supplier.

12.5. If and insofar as the Supplier is liable notwithstanding the provisions of the foregoing paragraphs, such liability shall be limited to the amount paid out in the relevant case under the Supplier’s liability insurance, increased by the deductible borne by the Supplier under such insurance policy.

12.6. If, for whatever reason, no payment is made under the insurance, the liability of the Supplier shall be limited to the subscription fees for the relevant Service and/or Product causing the damage, paid by the Client to the Supplier in the twelve (12) months



preceding the event giving rise to the damage.

12.7. Any claim for damages against the Supplier shall lapse twelve (12) months after the event from which the damage directly or indirectly arises, unless legal proceedings have been initiated within that period.

12.8. The Supplier's liability for an attributable failure in the performance of the Agreement shall arise only if the Client has given the Supplier timely and proper notice of default in Writing (unless performance by the Supplier is permanently impossible), granting a reasonable period to remedy the failure, and the Supplier remains in default in the performance of its obligations after such period. The notice of default must contain as detailed a description of the failure as possible, to enable the Supplier to respond adequately. The notice of default must be received by the Supplier within two (2) weeks of the discovery of the defect and/or damage, unless the Client is a Consumer, in which case such notice must be received within two (2) months of discovery.

12.9. The Client shall indemnify the Supplier against all claims by third parties relating to damage arising in connection with the performance of the Agreement, insofar as the law does not prevent such damage and costs being borne by the Client.

12.10. The Supplier shall not be liable for the loss, damage, or irretrievability of (digital) data and/or files, unless such is demonstrably due to intent or gross negligence of the Supplier. The Client is obliged to make timely backups of its data. The Supplier does not warrant the continuous availability of the Services, unless such unavailability is demonstrably due to intent or wilful recklessness on the part of the Supplier or to serious security deficiencies for which the Supplier is responsible.

12.11. If the Client itself, or through third parties, makes changes to the website, application or related functionalities delivered by the Supplier, and such changes result in malfunctioning or inaccessibility of the website or parts thereof, the costs of repair shall be borne entirely by the Client. This includes, but is not limited to, errors resulting from:

- installation or modification of plug-ins, themes or scripts;
- manual alterations to the source code;
- changes to server, DNS or hosting settings;
- conflicts with updates or links to external systems.

The Supplier shall not be liable for any damage or data loss resulting from such changes. Repair work shall only be carried out on the basis of subsequent calculation at the Supplier's then-applicable hourly rate, unless expressly agreed otherwise In Writing.

12.12. In performing its Services, the Supplier may use automated systems, including but not limited to AI Agents. Such AI Agents operate partly on the basis of information/input provided by the Client, meaning their functioning is partly dependent on such input. The Supplier shall not be liable for any damage, whether direct or indirect, arising from:

- the content, accuracy, completeness or legal admissibility of texts, advice, designs, images or other results generated by AI Agents;
- statements, actions or omissions based on AI Agent output;
- infringements of intellectual property rights, privacy rights or other third-party rights resulting from content generated by AI Agents;



- damage resulting from errors, bias, or unforeseen behaviour of AI Agents.

The Client remains fully responsible for reviewing, interpreting and using any results generated by AI Agents. The Client shall indemnify the Supplier against all third-party claims relating to the use of AI Agent output.

Article 13 – Force Majeure

13.1. Force majeure shall mean any circumstance beyond the Supplier's control that temporarily or permanently prevents or seriously hinders the performance of the Agreement. This shall in any event include, but not be limited to: acts of war, terrorism, riots, pandemics, epidemics, governmental measures, power outages, internet failures, computer network or telecommunication failures, cyberattacks, ransomware, denial-of-service attacks, failures or restrictions at (cloud) providers or suppliers of AI Agents, strikes, occupation of business premises, floods, fire, work stoppages, lock-outs, non-performance or late performance by third parties, and other external causes not attributable to the Supplier.

13.2. In the event of force majeure, the Supplier's obligations shall be suspended for the duration of the force majeure, without the Client being entitled to any compensation. Any time limits agreed between the parties shall automatically be extended by the duration of the force majeure.

13.3. If the force majeure situation continues uninterrupted for more than sixty (60) days, both parties shall be entitled to terminate the Agreement in whole or in part, in Writing, for the part to which the force majeure relates, without either party being liable for damages.

13.4. If the Agreement has been partially performed, the Client shall be obliged to pay for the part performed on a pro rata basis, unless that part has no independent value.

Article 14 – Intellectual Property

14.1. All intellectual property rights in materials developed by the Supplier, including but not limited to websites, designs, texts, source files, software, scripts, plug-ins, AI Agents and other content, shall vest exclusively in the Supplier or its licensors, unless expressly agreed otherwise In Writing.

14.2. The Client shall receive only a limited, non-exclusive and non-transferable right of use in respect of the delivered materials, solely for the intended use within the scope of the Agreement and for so long as the Client complies with all of its (payment) obligations. This right of use shall terminate automatically upon termination of the Agreement, unless agreed otherwise.

14.3. If the Client terminates a Subscription, the Client may—excluding the AI Agents and/or the underlying AI functionality—take over the website or webshop developed by the Supplier, including source files, design rights and access to the CMS, against payment of a one-off transfer fee as follows:

- €500 in the first year of the Agreement;
- Free of charge from the second year of the Agreement.



14.4. AI Agents and the related technology, configurations or instructions developed or applied by the Supplier are expressly excluded from transfer or take-over. The transfer of intellectual property rights or related rights of use as referred to in Article 14.3 shall only take place after the Client has fully complied with all of its obligations towards the Supplier, including payment of all outstanding invoices and the fee referred to in paragraph 3.

14.5. Plug-ins, modules or integrations with external systems developed or managed by the Supplier (including, but not limited to, the Webtify Jobs plug-in and ATS integrations) are expressly excluded from transfer upon termination of the Agreement. The right of use thereto shall automatically lapse upon termination of the Subscription, unless otherwise agreed In Writing in a supplementary licence or service agreement.

14.6. Until the moment of transfer, the Client shall not be permitted to copy, modify, disclose or make available to third parties any delivered materials, unless otherwise agreed In Writing.

Article 15 – Confidentiality

15.1. The parties undertake to maintain strict confidentiality with respect to all Confidential Information obtained from each other or from third parties in the context of the Agreement. “Confidential Information” means all information of a confidential nature, whether provided orally, in writing, digitally or otherwise, including but not limited to business data, technical data, customer data, rates, and information concerning methods and systems.

15.2. The confidentiality obligation shall not apply to information:

- that was already public at the time of disclosure, or became public thereafter without any attributable breach by the receiving party;
- that the receiving party lawfully knew before disclosure;
- that has been lawfully made available to the receiving party by a third party without a confidentiality obligation;
- that must be disclosed pursuant to a statutory obligation or a binding decision of a court or supervisory authority, provided that the disclosing party informs the other party thereof in advance In Writing.

15.3. Each party shall impose the confidentiality obligations set out in this Article upon its employees, advisers and any third parties involved in the performance of the Agreement.

15.4. The confidentiality obligation shall remain in force after termination of the Agreement, regardless of the reason for termination, for a period of at least five (5) years, unless mandatory law provides otherwise.

Article 16 – Privacy

16.1. The Supplier shall process personal data only in accordance with applicable data protection laws and regulations, including the General Data Protection Regulation (GDPR).



16.2. The manner in which the Supplier collects, uses, secures, stores and—where applicable, shares personal data with third parties is described in the Supplier's privacy policy. This privacy policy can be consulted at <https://webtify.nl/privacy-policy/> and will be provided free of charge upon first request.

16.3. The Supplier shall implement appropriate technical and organisational measures to protect the Client's personal data against loss or unlawful processing.

16.4. Where, under the Agreement, the Supplier acts as a processor within the meaning of the GDPR, a data processing agreement shall be concluded that complies with the requirements of Article 28 GDPR.

Article 17 – Complaints, Governing Law and Dispute Resolution

17.1. Complaints regarding the performance of the Agreement must be submitted In Writing within fourteen (14) days after the Client has discovered the defects, to the Supplier at: support@webtify.nl. Complaints submitted to the Supplier shall be answered as soon as possible, with every effort made to find a satisfactory solution.

17.2. If any provision of these General Terms and Conditions is void or annulled, the remaining provisions shall remain in full force. The parties shall then consult in order to agree a new provision to replace the void or annulled provision, taking into account the purpose and intent of the original provision as far as possible.

17.3. The Supplier may assign the Agreement with the Client in whole or in part to a third party, including the rights and obligations set out in these General Terms and Conditions and, where applicable, other agreements. In the case of a Consumer, the Agreement may be terminated with effect from the date on which the Agreement is transferred to a third party. If the Client wishes to transfer the Agreement to a third party, the Client shall require the Supplier's prior written consent.

17.4. All legal relationships between the Client and the Supplier shall be governed exclusively by Dutch law.

17.5. Disputes arising from or relating to the Agreement or these General Terms and Conditions shall be submitted to the competent court, unless mandatory provisions provide otherwise, such as in the case of a Consumer. The Supplier shall, however, remain entitled to bring the dispute before the competent court of the Client's domicile.

17.6. The Supplier's log files and administrative records shall constitute full evidence vis-à-vis the Client of the Supplier's assertions, subject to proof to the contrary by the Client.

