Terms and Conditions

General terms and conditions applicable to assignments given to: KickSo digital agency B.V., established in Breda, hereinafter referred to as: Contractor.

KickSo digital agency B.V. is registered with the Chamber of Commerce under number 81814518.

Article 1 General

In these general terms and conditions, the following definitions apply:

1. Client: the (legal) person who has commissioned the Contractor to perform work.
2. Activities: all activities for which an order has been given, or which are performed or should be performed arising from or directly related to the assignment, all this in the broadest sense of the word and in any case including the activities as stated in the agreement.
3. Agreement: any agreement between the Client and the Contractor for the performance of Work by the Contractor for the Client, in accordance with the provisions of the quotation.

Article 2 Applicability

1. These general terms and conditions apply to all offers, quotations, orders, legal relationships and agreements, by whatever name, in which the Contractor undertakes/will undertake to perform Work for the Client, as well as to all Work resulting therefrom for the Contractor.
2. Deviations from these general terms and conditions are only valid if and insofar as they have been agreed in writing between the Client and the Contractor.
3. In the event of a conflict between the provisions of these general terms and conditions and the Agreement, the provisions of the Agreement shall prevail over the provisions of these general terms and conditions.
4. Any general terms and conditions of the Client are not valid. The applicability thereof is expressly rejected by the Contractor.
5. A Client to whom these general terms and conditions have previously applied, is deemed to also agree or to have agreed to the application of these general terms and conditions to subsequent offers, quotations, price proposals, agreements and other obligations between the Contractor. and the Client, which are directly or indirectly related to the Work, even if this has not always been explicitly (again) agreed.

Article 3 Quotation

1. All quotations are without obligation, unless a term for acceptance has been set in the quotation. Unless otherwise indicated, the Contractor's quotations are not valid for longer than fourteen (14) days from the date of the quotation.
2. The Contractor cannot be held to its quotation if the Client, in terms of reasonableness and fairness and generally accepted views, should have understood that the quotation or a part thereof contains an obvious mistake or error.
3. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation, the Contractor is not bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance, unless the Contractor indicates otherwise.
4. A quotation drawn up by the Contractor does not automatically apply to future assignments.
5. The Contractor reserves the right to refuse the request for quotations and orders without stating reasons.
6. Quotations can be made in writing as well as electronically by e-mail.

Article 4 Agreement

1. The Agreement is only concluded and commences at the moment that the quotation signed by the Client has been received by the Contractor (electronically) or at the moment that the Client has approved the quotation electronically by e-mail.
2. Any additions and/or changes to the Agreement made later are only possible in writing or electronically by e-mail and with the consent of the parties. The written amendment and/or addition will be attached to the Agreement.
3. Each Agreement is entered into for an indefinite period of time, unless the parties have expressly agreed otherwise or it follows from the nature or purport of the assignment that it has been entered into for a definite period of time.

Article 5 Information obligations

1. The parties acknowledge that the success of the Work depends on correct and timely mutual cooperation. The Client will always provide all reasonable cooperation required by the Contractor in a timely manner.
2. In order to enable the Contractor to perform the Agreement properly and correctly, the Client will always provide the Contractor in a timely manner and on its own initiative with all data or information reasonably required by the Contractor.
3. The Client guarantees the correctness and completeness of the data, information, designs and specifications provided by it to the Contractor, even if these originate from third parties.
4. If the execution of the Agreement is delayed because the Client fails to fulfill its obligations as referred to in paragraphs 1 and 2 of this article or if the information provided by the Client is incorrect, incomplete or incorrect, the resulting (extra) costs for the account of the Client and the Contractor is authorized to charge an (extra) fee for the (extra) work that has become necessary as a result.
5. The Contractor has the right to suspend the performance of the Agreement until the Client has fulfilled the obligations referred to in this article.
6. If the Client makes software, equipment or other resources available to the Contractor in connection with the Work, the Client guarantees to obtain all necessary licenses or approvals with regard to these resources that the Contractor may need.

Article 6 Fee and amendment of the agreement

1. When the Agreement is concluded, the parties can agree on a fixed fee (per period).
2. If no fixed fee is agreed, the fee will be determined on the basis of hours actually spent. The fee is calculated according to the usual hourly rates of the Contractor, applicable for the period in which the Work is performed, unless a different hourly rate has been agreed.
3. All prices are exclusive of turnover tax (VAT) and other levies imposed by the government, unless stated otherwise. Unless the parties have expressly agreed otherwise, the costs incurred in the context of the Agreement - including travel and accommodation costs and the costs of third parties engaged in the implementation of the Agreement (including Facebook and other social media companies) - are not included in the fee and will be charged separately to the Client. The fee is payable as the Work has been performed. The indebtedness of the fee does not depend on the results of the work performed under the Agreement.
4. If during the execution of the Agreement it appears that it is necessary for a proper execution to change or supplement it, the parties will proceed to adjust the Agreement in good time and in mutual consultation. If the nature, scope or content of the Agreement is changed and the Agreement is changed in qualitative and/or quantitative terms as a result, this may have consequences for what was originally agreed. As a result, the originally agreed amount can also be increased or decreased. The Contractor will provide a price quote in advance as much as possible. Furthermore, the originally stated term of execution can be changed by an amendment to the Agreement. The Client accepts the possibility of amending the Agreement, including the change in price and term of execution.
5. If the Agreement is amended, including an addition, the Contractor is entitled to implement it only after approval has been given by the person authorized within the Contractor and the Client has agreed to the price and other conditions stated for the execution, including including the time to be determined at which time it will be implemented. Not or not immediately executing the amended Agreement does not constitute a breach of contract on the part of the Contractor and is no ground for the Client to terminate or cancel the Agreement.
6. Without failing to do so, the Contractor may refuse a request to amend the Agreement if this could have qualitative and/or quantitative consequences, for example for the Work to be performed in that context.
7. The Contractor is authorized to charge any costs related to demonstrably more Work than anticipated or due to delays beyond the Contractor's control in the performance of the Work, above the agreed price.
8. If, during the performance of the Agreement, the Client requires more Work or requires (the) Work for a longer period than agreed and the Contractor is able to comply with this wish, this will be recorded in writing in an addendum to the Agreement. . The additional work will only be performed after the addendum has been signed. The additional work must be paid for in accordance with the provisions of Article 7.
9. If an amount has been agreed per Agreement, the Contractor is also entitled to charge a rate per time unit worked, if and insofar as the work exceeds the Work provided for in the Agreement, which the Client then also owes.
10. If the Contractor agrees with the Client on a fixed fee or fixed price per hour, the Contractor is nevertheless entitled at all times to increase this fee or this price, without the Client being entitled in that case to dissolve the Agreement for that reason, if the increase in the price arises from a power or obligation under the law or regulations or is caused by other grounds that could not reasonably have been foreseen when the agreement was entered into. Price increases at third parties engaged or to be engaged by the Contractor, including hosting providers and/or domain name registrants, can also be implemented by the Contractor without prior notice. The Contractor will endeavor to notify any pending rate changes at least one month in advance.
11. The Contractor will periodically (per week, month, quarter, per year) or after completion of the Work, such at the discretion of the Contractor, pay the fee owed and costs incurred that are not included in its rates (such as travel and accommodation costs) will be charged to the Client. The provisions of Article 7 apply to this.
12. Contrary to the foregoing, the Contractor will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to the Contractor. In all other cases, the Contractor may charge additional costs.
13. If the fee is in any way made dependent on facts or circumstances that must be apparent from the Client's administration, the Contractor has the right to have the Client's administration checked by a third party (including an accountant) to be designated by the Contractor.

Article 7 Payment

1. All payments for services purchased on a subscription basis must be paid by direct debit. The Client is obliged to authorize the Contractor to collect the (instalment) amounts automatically and to maintain this authorization as long as the subscription is running.
2. In the case of direct debit, the (instalment) amounts due are always debited in advance.
3. If the Client objects to the direct debit, the Client must report this to the Contractor. This objection will be dealt with within a reasonable period of time. An objection to an ongoing direct debit does not (immediately) suspend the collection.
4. If the Client reverses the direct debit, or if collection by the Contractor – for whatever reason – is not possible, the Client must pay the amount owed within five (5) working days after the Contractor has addressed the Client about this via a regular bank transfer.
5. In the case of agreements/assignments for which no direct debit has been agreed, a separate invoice will be sent. Unless the parties agree otherwise, a payment term of ten (10) days after the invoice date applies, without any right to deduction, discount or set-off. The value date indicated by the bank/giro is decisive and is regarded as the payment date.
6. If the Client has not paid within the term(s) referred to in this article, or within a term agreed upon in writing, it shall immediately be in default by operation of law upon expiry of that term and shall, without further demand or notice of default is required, the statutory commercial interest on the invoiced amount from that moment on, and if this does not apply, the ordinary statutory interest owed until the day of payment in full, without prejudice to the further rights that the Client has.
7. All judicial and extrajudicial (collection) costs incurred by the Contractor in connection with the non-fulfilment or late fulfillment by the Client of its payment obligations are for the account of the Client. The extrajudicial (collection) costs are set at an amount equal to 15% of the total outstanding principal sum, with a minimum of €250. Reimbursement of the costs incurred is not limited to any costs ordered by the court.
8. The Contractor is at all times entitled to demand a reasonable advance payment from the Client. The client is obliged to comply with that requirement. If the Client fails to (timely) comply with this requirement, the Contractor is authorized, without prejudice to its other rights, to immediately suspend the (further) performance of the Agreement and all that which the Client owes the Contractor for whatever reason is

immediately due and payable.

9. If the assignment for the performance of the Work has been given jointly by several Clients, they are jointly and severally liable for the fulfillment of the payment obligations arising from the Agreement, if and insofar as the Work has been performed for them jointly.
10. The Client is never authorized to set off the amount owed by it to the Contractor.

Article 8 Execution of the Agreement, commencement of the Work, completion time and completion

1. The Contractor will perform the Work to be performed pursuant to the Agreement, with due observance of what has been agreed between the parties, to the best of its knowledge and ability in accordance with the standards applicable within the sector in which the Contractor operates. However, the Contractor does not guarantee the achievement of a specific result.
2. The Contractor determines the manner in which and by which person or persons from his organization the Agreement will be performed.
3. If and in sofar as required for proper performance of the Agreement, the Contractor has the right to have certain Work performed by third parties. The applicability of article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded.
4. If the Client wishes to involve third parties in the execution of the Agreement, it is only authorized to do so after agreement has been reached between the parties.
5. Any commencement date and/or delivery time and/or delivery date within which the Work must be performed, as determined in the Agreement, are only approximate and not strict deadlines. An agreed commencement date and/or delivery time and/or delivery date will only take effect after all necessary data and information as referred to in Article 5 are in the possession of the Contractor and payment, if and insofar as it must be made at the time of the assignment, has been made, then the requested advance has been made. Late delivery (of any part) does not entitle the Client to dissolve the Agreement or to claim damage, unless the specific importance of a specific term has been established in writing in advance by the Client and this has been accepted by the Contractor.
6. The contractor is obliged to observe the stated start date and/or delivery time and/or delivery date as much as possible, but is in no way liable for exceeding this date.
7. The Contractor has the right to postpone the commencement date and/or extend the delivery time and/or delivery date if, due to force majeure, circumstances for which the Client is responsible or due to changes in the Agreement, or in the conditions of implementation of the Agreement, The Contractor can be expected to complete the Work within the stated delivery period and date.
8. Work in parts (partial work) is always permitted. If the Contractor will perform the Work in parts, each partial work will be invoiced separately. The provision of Article 7 also applies here.
9. If the Contractor is unable to perform a subsequent partial work, this does not release the Client from the obligation to pay the outstanding amounts of the previous partial work.

Article 9 Complaint

1. A complaint regarding the invoice amount must be made known to the Contractor in writing within seven (7) days of the invoice date.
2. A complaint regarding (a lack of) the Work performed must be made known to the Contractor in writing within fourteen (14) days after the day on which the (last) Work was performed. If the Client demonstrates that it could not reasonably have discovered the defect in the Work performed earlier, this must be communicated to the Contractor in writing immediately, but in any event no later than fourteen (14) days after discovery thereof. In this case, the Client must demonstrate that it could not reasonably have discovered what it wishes to complain about earlier. The notification by the Client must contain as detailed a description as possible of the defect (of the Work), so that the Contractor is able to respond adequately. The Client must give the Contractor the opportunity to investigate a complaint or have it investigated.
3. If the Client makes a timely complaint, this does not suspend its payment obligation. In that case, the Client also remains obliged to pay the fee agreed between the Contractor and the Client.
4. If and insofar as the Client is right to complain, in the opinion of the Contractor, the Contractor is authorized at its own discretion either to adjust the invoice amount, or to improve or redo the relevant Work at its own expense, or to renew part of the amount already paid. to refund the fee without further performing the Agreement.
5. After the expiry of the terms referred to in paragraphs 1 and 2 of this article, the Client is deemed to have approved the Work performed or the invoice, respectively. Complaints/complaints will then no longer be processed and the Client will no longer be entitled to repair, replacement or compensation, for whatever reason.

Article 10 Force majeure

1. Neither of the parties is obliged to fulfill any obligation, including any legal and/or agreed guarantee obligation, if it is prevented from doing so as a result of force majeure. Force majeure on the part of the Contractor includes: (i) force majeure of suppliers of the Contractor, (ii) failure to properly fulfill obligations of suppliers prescribed by the Client to the Contractor, (iii) defects in goods, equipment, third-party software or materials, the use of which has been prescribed by the Client to the Contractor, (iv) government measures, (v) electricity failure, (vi) failure of the internet, data network or telecommunications facilities, (vii) war and (viii) general transport problems.
2. The parties can suspend the obligations under the Agreement during the period that the force majeure continues. If a force majeure situation lasts longer than two (2) months, each of the parties is entitled to dissolve the Agreement in writing, without any obligation to pay compensation to the other party.
3. If the Contractor has already partially fulfilled its obligations arising from an Agreement when a situation of force majeure occurs, the Contractor is entitled to separately invoice the performances already performed and the Client is obliged to pay this invoice as if it concerned a separate transaction.

Article 11 Suspension, cancellation and termination Agreement

1. The Contractor has the right to suspend the fulfillment of all its obligations until all due and payable claims against the Client have been paid in full by the Client. If the Contractor suspends the fulfillment of its obligations, it will retain its rights under the law and the Agreement.
2. If the Agreement between the Contractor and the Client has been entered into for a definite period of time, the Client is not entitled to terminate the Agreement prematurely. If the Client - despite the fact that the Agreement cannot be terminated prematurely - still terminates / wishes to terminate the Agreement prematurely, all (remaining) outstanding claims of the Contractor against the Client are immediately due and payable. The provisions of this article do not apply if the parties agree otherwise in writing.
3. If an Agreement, which by its nature and content does not terminate upon completion, has been entered into for an indefinite period of time, it may be terminated in writing by either party after proper consultation and stating reasons. If no notice period has been agreed between the parties, a reasonable notice period must be observed with the termination, whereby a minimum notice period of one (1) month must be observed. The Contractor will never be obliged to pay any compensation due to termination.
4. The Contractor is authorized to dissolve the Agreement immediately and with immediate effect (extrajudicially) without any judicial intervention being required, if:
   a. The Client is in default with its payment obligations under the Agreement and/or these General Terms and Conditions;
   b. The Client does not, not fully, not timely or properly fulfill any obligation under the Agreement and/or these General Terms and Conditions or performs an act contrary thereto;
   c. Client has been declared in a state of suspension of payment or bankruptcy or has submitted a request to that effect;
   d. The client is dissolved, or at least the decision to do so has been taken;
   e. a substantial part of the Client's goods has been seized, or the Client no longer has the free management of its assets, and this attachment seriously hinders the Client in the execution or fulfillment of the Agreement;
   f. Client dies, is placed under guardianship or emigrates;
   g. the Debt Rescheduling Scheme for Natural Persons applies to the Client or has been requested to do so;
   h. Circumstances that have come to the attention of the Contractor after the Agreement has been concluded give good grounds to fear that the Client will not fulfill its obligations;
   i. When concluding the Agreement, the Client was requested to provide security or to pay an advance for the fulfillment of its obligations under the Agreement and this security / payment of the advance is not forthcoming or is insufficient;
   j. if, due to the delay on the part of the Client, the Contractor can no longer be expected to fulfill the Agreement under the originally agreed conditions;
   k. The client proceeds to strike or transfer his/her company or an important part thereof.if circumstances arise of such a nature that fulfillment of the Agreement is impossible or unaltered maintenance of the Agreement cannot reasonably be expected of the Contractor
5. If the Agreement is dissolved, the Contractor's claims against the Client are immediately due and payable. In the event of dissolution, the Contractor retains the right to payment of the invoice for Work performed up to that point. If the Contractor suspends the fulfillment of its obligations, it will retain its rights under the law and the Agreement.
6. If the Contractor proceeds to suspension or dissolution on the grounds referred to in this article, it shall in no way be held liable for compensation for damage and costs thereby incurred in any way whatsoever or compensation, while the Client, on account of breach of contract, is is obliged to pay damages or compensation.

Article 12 Liability and indemnities

1. The Contractor is solely liable for damage suffered by the Client, which is the direct result of a failure attributable to the Contractor in the execution or fulfillment of the Agreement or on any legal basis whatsoever. The Contractor's total liability towards the Client is limited per event (whereby a connected series of events counts as one event) to the amount that is paid out in the relevant case on the basis of the Contractor's (professional) liability insurance, plus the amount of the deductible that is not borne by the insurer(s) pursuant to the policy conditions.
2. The Contractor can only be held liable on the basis of contractual liability for damages resulting from the non-performance of the agreement. Non-contractual liability of the Contractor is expressly excluded, unless mandatory legal provisions dictate otherwise. In the event of damage suffered by the Client due to the incorrect performance of the agreement, the Client can only address the Contractor. The Client cannot make any claims against other parties, such as personnel or subcontractors, involved in the execution of the agreement.
3. The liability of the Contractor's directors is limited to the extent that they have personally committed a serious error or intentional misconduct. This limitation does not apply to the same extent as for employees and is subject to the legal provisions regarding directors' liability.
4. If for whatever reason no payment is made by the insurer(s), any liability of the Contractor is limited to a maximum of once the (invoice) amount excluding VAT that has been charged by the Contractor to the Client in accordance with the Agreement for the Work performed in which the cause of the damage lies. If the Agreement concerns a continuing performance contract with a term of more than six (6) months, the amount referred to above is set at twice the average of the fee charged to the Client in the six (6) months prior to the occurrence of the damage. charged (excluding sales tax). Under no circumstances will the Contractor's total liability for direct (financial) damage, on whatever legal basis, exceed € 20,000 (in words: twenty thousand euros).
5. The Contractor is only liable towards the Client for direct (financial) damage and is never obliged to compensate indirect damage, consequential damage and consequential damage, including but not limited to trading loss, environmental damage, lost profit, lost savings, immaterial damage of the Client, reduced goodwill, damage due to business interruption, damage as a result of claims by customers of the Client, damage related to the use of goods, materials or software of third parties (prescribed by the Client to the Contractor), damage related to the suppliers, etc. In addition, the Contractor's liability in connection with mutilation, destruction or loss of data or documents of the Client is excluded.
6. The exclusions and limitations of the Contractor's liability described in paragraphs

1 to 3 do not affect the other exclusions and limitations of the Contractor's liability as described in these General Terms and Conditions.
7. The Contractor's limitation of liability as referred to above does not apply if the Contractor has committed intent or gross negligence.
8. The Contractor's liability due to an attributable shortcoming in the fulfillment of the Agreement only arises if the Client gives the Contractor immediate and proper notice of default in writing, setting a reasonable term to remedy the shortcoming and the Contractor also attributable to the fulfillment of the obligations after that term. continues to fall short of its obligations. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that the Contractor is able to respond adequately.
9. The Contractor is not liable for damage, of whatever nature, because the Contractor relied on incorrect and/or unlawful and/or incomplete information provided by the Client. The Client therefore guarantees the correctness and lawfulness of the data and documentation provided to the Contractor.
10. Furthermore, the Contractor is not liable for damage caused by acts or omissions on the part of the Client or third parties involved in the performance of the Agreement by the Client, unless that damage is partly caused by intent or gross negligence on the part of the Contractor.
11. The Contractor is not liable for viruses, spam, hacking, etc. that are located/occurs at any time on the Client's equipment and/or software and/or website, except in the event of intent or gross negligence on the part of the Contractor. The Client is obliged to inform the Contractor immediately if matters such as viruses or hacking are discovered by the Client.
12. The Contractor is not liable for the malfunctioning of a website or software if this has to do with activities, errors or otherwise attributable to the provider.
13. Without prejudice to the foregoing, the Contractor is further not liable for the consequences of events at the Client over which the Contractor has no influence.
14. The Contractor is not liable for (the consequences of) printing or writing errors in manuals, on websites, in instructions for use, images, etc. At the final delivery of the assignment, the Client always has a final check for (spelling) errors and bears the responsibility for this. full responsibility.
15. If a damage-causing event occurs, the Client is obliged to take damage-limiting measures.
16. The Client indemnifies the Contractor against claims by third parties (including employees of the Contractor and third parties engaged by the Contractor) who suffer damage in connection with the performance of the Agreement that is the result of the Client's acts or omissions or of unsafe situations in service company or organization.
17. The Contractor's liability never goes beyond what is stipulated in these general terms and conditions, regardless of whether there are claims under an Agreement or on any other account, in particular tort.
18. The Contractor has the right at all times, if and insofar as possible, to undo or limit the Client's damage by repairing or improving the Work performed.
19. Insofar as not provided otherwise in these general terms and conditions, the Client's rights of action and other powers for whatever reason vis-à-vis the Contractor in connection with the performance of Work by the Contractor, in any case after one (1) year after the moment upon which the Client became aware or could reasonably have been aware of the existence of these rights and powers.

Article 13 Electronic communication and security
1. During the performance of the Agreement, the Client and the Contractor may communicate with each other by electronic means.
2. The Client and the Contractor are not liable to each other for damage that may result from one or all of them as a result of the use of electronic means of communication, including - but not limited to - damage as a result of non-delivery or delay in the delivery of electronic communications, interception or manipulation of electronic communications by third parties or by software/equipment used for transmission, reception or processing of electronic communications, transmission of viruses and the failure or malfunctioning of the telecommunications network or other electronic communications necessary resources, except insofar as the damage is the result of intent or gross negligence.
3. Both the Client and the Contractor will do or refrain from doing everything that can reasonably be expected of each of them to prevent the aforementioned risks from occurring. The data extracts from the sender's computer systems provide compelling evidence of (the content of) the electronic communication sent by the sender until the recipient has provided proof to the contrary.
4. If the Contractor is obliged under the Agreement to provide some form of information security, this security will meet the specifications agreed in writing between the parties regarding security. The Contractor does not guarantee that the information security is effective under all circumstances. If an expressly described method of security is missing in the agreement, the security will meet a level that is not unreasonable in view of the state of the art, the sensitivity of the data and the costs associated with taking the security.

Article 14 Secrecy and exclusivity
1. Subject to obligations imposed on him by law or by an authorized government body to disclose certain data, the Contractor is obliged to observe secrecy towards third parties not involved in the performance of the Agreement of all information of a confidential nature that has been made available by the Client and of the results obtained through processing thereof.
2. The Contractor undertakes to also impose this confidentiality obligation on third parties to be engaged by it.
3. The Contractor is not entitled to use the information made available to it by the Client for a purpose other than that for which it was obtained.

Article 15 Intellectual Property
1. Unless otherwise agreed, all intellectual property rights arising from the Agreement – including patent law, design right and copyright – belong to the Contractor.
2. Unless otherwise agreed, the assignment does not include conducting research into the existence of rights, including patent rights, trademark rights, drawing or design rights, copyrights or portrait rights of third parties. The same applies to any investigation into the possibility of such forms of protection for the Client.
3. Unless the work is not suitable for it, the Contractor is at all times entitled to have his/her name mentioned on or near the work or to have it removed.
4. Unless otherwise agreed, the working drawings, illustrations, prototypes, models, moulds, designs, design sketches, films and other materials or (electronic) files created by the Contractor within the framework of the Agreement, remain the property of the Contractor, regardless of whether these have been made available to the Client or to third parties.
5. After completion of the Agreement, neither the Client nor the Contractor have a retention obligation towards each other with regard to the materials and data used.
6. All documents provided by the Contractor, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are exclusively intended to be used by the Client. The Client is prohibited from reproducing, exploiting or in any way bringing these to the knowledge of third parties without the Contractor's prior written permission, unless the nature of the documents provided dictates otherwise.
7. The Contractor reserves the right to use the knowledge gained through the performance of the work for other purposes, insofar as no confidential information of the Client is disclosed to third parties.
8. The Client is not entitled to use the Contractor's design in a broader way or in any other way or at a later stage without the written permission of the Contractor. In the event of wider, reuse or other use not agreed, including changes, mutilation or impairment of the provisional or final design, the Contractor is entitled to compensation for infringement of his/her rights of at least three times the agreed fee, at least compensation that is reasonably and fairly proportionate to the infringement committed, without prejudice to the right of the Contractor to claim compensation for the damage actually suffered.

Article 16 Retention of title
1. The items delivered by the Contractor within the framework of the Agreement, which may also include designs, sketches, drawings, films, software, (electronic) files, etc., which have been delivered by the Contractor with the intention of fully transferring ownership at any time to be transferred to the Client – remain the property of the Contractor until the Client has fulfilled all obligations under all agreements concluded with the Contractor.
2. The Client is not authorized to resell the delivered goods that are subject to retention of title pursuant to paragraph 1 (unless in the context of normal business operations), to use them as a means of payment, to pledge or to encumber them in any other way.
3. If third parties seize the goods delivered subject to retention of title or wish to establish or enforce rights thereon, the Client is obliged to inform the Contractor of this as soon as can reasonably be expected.
4. Notwithstanding the foregoing, the (rights to) images/photos made or delivered by or on behalf of the Contractor at the request of the Client and in the context of the assignment - whether or not for a specific period - remain with the Client. made available are the property of the Contractor or the supplier of the photo/image, unless otherwise agreed.
5. In the event that the Contractor wishes to exercise its property rights referred to in this article, the Client now for then gives unconditional and irrevocable permission to the Contractor or third parties to be designated by him to enter all those places where the Contractor's property is located and take those things back.

Article 17 Designs and models / promotion
1. If a design or model has been shown or provided to the Client, it is presumed to have been provided only as an indication, unless it is expressly agreed that what will be delivered will correspond to it.
2. Unless otherwise agreed, the Contractor has the right to include a name and logo of the Client in its portfolio for promotion and to mention it on the website.
3. Minor deviations in the final software and/or website, both in terms of content, colour, dimensions, image quality and finish, do not entitle the Client to refuse the order or the product, to dissolve the agreement (or have it dissolved) and/or to claim compensation from the Contractor.

Article 18 Other provisions
1. During the term of the Agreement and for two (2) years after termination thereof, the Client is prohibited from employing, directly or indirectly, any employees of the Contractor who are employed by the Contractor during the term of the Agreement or at the time of termination of the Agreement. and/or directly or indirectly with a company affiliated with the Contractor, directly or indirectly, and/or to negotiate with these employees in this regard and/or to enter into a contractual legal relationship with these employees in any way whatsoever, directly or indirectly . In the event of a violation of the foregoing, the Client will owe the Contractor an immediately due and payable fine of € 25,000 (in words: twenty-five thousand euros) per violation and € 2,500 (in words: two thousand five hundred euros) for each day that this violation continues, without prejudice to the right of the Contractor to full compensation. This article also applies to all companies directly or indirectly affiliated with the Client.
2. If the Contractor performs Work at the Client's location, the Client must provide a suitable workplace that complies with the statutory occupational health and safety standards and other applicable regulations with regard to working conditions. The Client must ensure that in that case the Contractor is provided with office space and other facilities that, in the opinion of the Contractor, are necessary or useful to perform the Agreement and that comply with all (legal) requirements. The Client is liable for damage or costs incurred by the Contractor caused by unsafe situations in the Client's company or organization. With regard to the (computer) facilities made available, the Client is obliged to ensure continuity, among other things by means of adequate back-up, security and virus control procedures.
3. The Contractor processes personal data of the Client in accordance with the applicable laws and regulations on data protection, including the General Data Protection Regulation (GDPR). The Contractor will take appropriate technical and organizational measures to protect personal data against loss or any form of unlawful processing.

Article 19 Applicable law and choice of forum, changes and additions to these terms and conditions

1. Dutch law applies to all Agreements between the Client and the Contractor to which these general terms and conditions apply.
2. All disputes related to Agreements between the Client and the Contractor to which these terms and conditions apply, will be settled to the exclusion of all judicial authorities by the competent court in Breda of the Zeeland-West-Brabant District Court.
3. The Contractor is entitled to unilaterally amend or supplement the provisions of these general terms and conditions. The Contractor will inform the Client of the changes before they take effect. After the amendment, the Client does not have the right to terminate the Agreement and/or reject the applicability of these general terms and conditions.
4. If any provision of these terms and conditions proves to be invalid and/or loses its legal validity, this will not affect the other provisions of the general terms and conditions and the parties are obliged to adopt a new provision as soon as possible, the purport of which is as close possibly lies with the 'old' provision.