

## GENERAL CONDITIONS

We, TLG Beheer B.V., offer *Software-as-a-Service* (SaaS) the software Webscraping Amsterdam (the Software) on the website "Webscraping.it" This means that we offer you access to the Software developed by us over the internet. These are the terms and conditions that apply to the use of the Software.

If you have any questions about these terms and conditions or the Software, do not hesitate to contact us via [iris.spronk@webscraping.it](mailto:iris.spronk@webscraping.it), on telephone number: +31 20 3708155.

We have the right to change these terms and conditions. You agree that the latest version of these terms and conditions will always apply. Deviating agreements only apply if we have accepted them in writing.

### Article 1 - General

1. These terms and conditions apply to every offer, quotation and agreement that we conclude with you.
2. We will send these terms and conditions to you free of charge upon request. They are also available on the [webscraping.fr](http://webscraping.fr) website.
3. Your purchase or other company conditions are only valid if this has been explicitly agreed with us in writing.
4. If any part of this Agreement is void or voidable, that does not change the validity of the rest of these terms and conditions or the agreement to which they apply. The invalid or destroyed part is replaced by a provision that follows the content of the invalid provision as much as possible.

### Article 2 - Offers and offers

1. All our offers and quotations are without obligation, unless otherwise agreed. An offer in a quotation only applies to the specific underlying assignment (and not to any future orders).
2. We may assume that the information you provide to us is correct. We will base our quotation on this information.
3. We cannot be held to quotations, or parts thereof, that contain an obvious mistake or error.
4. Verbal promises are only legally valid and binding if confirmed in writing.

### Article 3 - Realization and execution of the assignment

1. The agreement is established by acceptance of the offer. The assignment is for an indefinite period with a notice period of 1 month.
2. We always have a best efforts obligation and no obligation of result.
3. If, at your request and with written approval, we perform additional work that falls outside the agreed services, this work will be reimbursed according to our usual rate of € 100 per hour. Additional work is also involved if an analysis, design, specifications or functionalities are expanded or changed.

#### **Article 4 - Price**

1. The price does not include any expenses, excluding VAT and other government levies.
2. We may always adjust our prices and rates. The price change will take effect two months after the announcement thereof.
3. If you do not agree with the price change, you can cancel the agreement with us within one month.

#### **Article 5 - Payment and collection costs**

1. We will send you an invoice every month. Agreements for a quarterly payment are always agreed by us in an SLA. You must always pay the invoices within 14 days of the invoice date. 2. If you do not meet your payment obligation on time, you are automatically in default. In that case you owe an interest of 2% on the outstanding amount. This does not apply if the statutory (commercial) interest is higher, then you owe the legal (commercial) interest. The interest on the claimable amount is calculated from the moment that you are in default until the moment that you pay the full amount due. 3. If you are in default, you also owe us all extrajudicial collection costs. With an outstanding amount up to € 267, these costs will be € 40. With a higher amount, the maximum collection costs are as follows: - 15% on the first € 2500; - 10% on the part that remains afterwards, up to € 5000; - 5% on the part that remains afterwards, up to € 10,000; - 1% on the part that remains afterwards, up to € 200,000; - 0.5% for the remaining part, whereby the total collection costs amount to a maximum of € 6,775.

#### **Article 6 - Use of the services of Webscraping Amsterdam**

1. You will receive a personal account with a password from which you can access the Software. You can then create an unlimited number of personal accounts for natural persons yourself. You are responsible for the use of the Software by the natural persons for whom you have created a personal account. 2. For a number of our services it is usual that you receive a link to the data. 3. All persons with a personal account must keep their account details and password strictly confidential. You are liable for all actions that are taken after logging in with the account details and password, this also applies to all personal accounts you have created. You are not liable for these actions if you have reported to us that someone else knows the password of a personal account. 4. You are responsible for the technical operation and maintenance of your internet connection, internal network and all other IT systems that are required for the use of the Software in accordance with our system requirements. 5. We have the right to block a personal account. We do this if we have a reasonable suspicion that one or more personal accounts are being used in violation of the law or this agreement. In addition, we reserve the right to attach other consequences to this use.

#### **Article 7 - Availability and maintenance**

1. We will ensure that you can use the Software during the time that we have a contract with you. We will endeavor to make the Software available 24 hours a day, 7 days a week. We are responsible for the operation and maintenance of the Software. 2. We can (partially) suspend the software for maintenance. In principle, we carry out maintenance outside office hours (9 a.m. - 5 p.m.). You will receive a

notification from us five working days before the scheduled maintenance. Only in emergencies will we not send you a notification. 3. We reserve the right to change the Software and to change, remove or add certain features or functionalities of the Software. 4. We do not guarantee that the Software is error-free. Notify us immediately if the Software has a malfunction, such as an error message or the functionality of the Software fails. You can do this by emailing to [iris.spronk@webscraping.it](mailto:iris.spronk@webscraping.it). We will then do our best to resolve the malfunction as quickly as possible.

### **Article 8 - Force majeure**

We are not liable if we cannot fulfill the agreement with you due to force majeure. This also applies if you cannot fulfill the agreement due to force majeure. If the force majeure lasts longer than one month, this agreement can be canceled in writing. In that case there is no right to compensation. We will send you an invoice for the (not yet paid) period that you have used the Software.

### **Article 9 - Intellectual Property Rights**

1. We (or our licensors or suppliers) are the exclusive owners of all existing and future intellectual property rights, such as copyrights, trademarks, design rights, patent rights, source code and know-how, which rest on or derive from the Software.
2. You only get the right to use the Software. You cannot claim the intellectual property rights referred to in paragraph 1. The right to use the Software is not exclusive and it is not permitted to transfer or license the right to use the Software without our written permission.

### **Article 10 - Confidentiality**

We are obliged to keep all your confidential information confidential. By "confidential information" we mean all information that you have indicated to be confidential or that derives from the nature of the information. The following is in any case confidential information: a. Information related to research and development, trade secrets or company information; b. Personal data as referred to in the General Data Protection Regulation (AVG).

### **Article 11 - Termination agreement**

1. You can terminate the agreement in whole or in part in writing after one month by sending an email to [iris.spronk@webscraping.it](mailto:iris.spronk@webscraping.it).
2. After termination, the environment set up for you with the complete data will be deleted. The data can then no longer be accessed. The data will be offered to you once as a database backup.
3. We are never obliged to any refund of amounts already received or to compensation. In the event of bankruptcy, the right to use our services automatically expires.

### **Article 12 - Liability**

1. You indemnify us against all claims of others because of the data that you have stored, collected or processed using the Software. We are not liable for the content of the data that you have stored, collected or processed within the Software. We are also not liable for any consequential damage, lost profit, lost savings, reduced

goodwill, correctness, completeness or content of the data collected as well as the decisions made based on this data or collected data, mutilation or loss of data.

2. We are not liable for damage caused by improper use of the Software.

3. We are only liable for your direct damage, which is directly and exclusively the result of a shortcoming on our part.

4. Our liability is always limited to a maximum of € 1,000,000.00 or the amount that our insurer pays out in that case.

5. We are committed to ensuring that your data is stored carefully. We are not liable for the damage or loss of data stored with us or with third parties.

6. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on our part.

### **Article 13 - Applicable law**

Dutch law.

### **Article 14 - Competent court**

Court of Amsterdam.