

GENERAL TERMS AND CONDITIONS



Version: 1.0
Date: 11. Dec. 2020

Broad Horizon Data Science Products B.V.

Sint Janssingel 92	BTW	851118653B01	Websites	broadhorizon.com	Email	info@underlined.nl
5291 DA 's-Hertogenbosch	KVK	54017238		underlined.nl		
The Netherlands	IBAN	NL33 RABO 0152907157		tailo.nl		

A Broad Horizon Company

Table of contents

Glossary	3
Application and scope	3
Quotation	3
Realization of the agreement.....	4
Execution of the Agreement and engagement of third parties.....	4
Prices and additional costs.....	5
Terms of payment	5
Intellectual Property and Use Rights.....	6
Amendments to the Agreement	7
Duration and termination of the Agreement.....	7
Suspension and termination of the Agreement.....	8
Force majeure	8
Liability	9
Warranties and Disclaimers	9
Confidentiality.....	10
Staff	10
Privacy and Personal Information	10
Changes to General Terms and Conditions.....	11
Final provisions.....	11

Glossary

1. General Terms and Conditions: what is discussed in this document.
2. Service(s): the activities that Underlined will perform for the Client, as specified in the Quotation or Agreement.
3. Quotation: the activities or deliverables specified to a greater or lesser extent and the estimation of the costs associated with those activities or deliverables.
4. Client: the natural or legal person who has concluded an Agreement with Underlined or to whom Underlined has issued an Offer.
5. Agreement: the Agreement between Underlined and Client under which Underlined will perform the Service.
6. Parties: Client and Underlined.
7. Personal data: all information about an identified or identifiable person.
8. Reselling: reselling, hiring or otherwise making products or services of Underlined available for a fee by the Client.
9. Underlined: the private company Broad Horizon Data Science products is trading under the names; Underlined and Tailo. Located in 's-Hertogenbosch and registered with the Chamber of Commerce number 54017238.

Application and scope

1. These General Terms and Conditions apply to all Offers, (verbal) Agreements and other legal relationships between Underlined and the Client.
2. These General Terms and Conditions equally apply when Underlined engages Third Parties for the implementation of the Agreement.
3. Any deviations from these General Terms and Conditions are without exception valid if the deviations have been expressly agreed in writing.
4. Applicability of other general or specific (purchase) conditions are explicitly rejected, unless the applicability of those conditions has been explicitly accepted by Underlined in writing in advance.
5. In all cases in which the relationship between the client and Underlined ends, these General Terms and Conditions continue to govern the legal relationship between the Parties, as this is necessary for the (financial) settlement of the relationship.

Quotation

1. Underlined will prepare a Quotation in which it indicates what is included in the Service and what amount the Client will pay upon acceptance of the Quotation. The Service indicated in the description of the Quotation is binding.
2. An Offer is valid without obligations of the parties until 30 days after it has been sent by Underlined, unless stated otherwise in the Offer.
3. If it appears that the information provided by the Client is incorrect, Underlined has the right to adjust the prices in the Offer accordingly and to charge the Client a different amount than the amount originally included in the Offer.
4. If unavoidable deviations occur during the execution of the Assignment, Underlined will make every effort to inform the Client of this at the earliest possible stage.

5. Underlined cannot be held to the products, services or conditions stated in its Quotation if the Client can reasonably understand that the Quotation, or any part thereof, contains an obvious mistake or clerical error.

Realization of the agreement

1. The Agreement is concluded by written acceptance of the Quotation by the Client. If the Client fails to do so, but nevertheless agrees, or at least gives the impression that Underlined performs work in the context of the Agreement, the Quotation will be considered accepted.
2. Underlined reserves the right to consider an agreement as not concluded, as long as the order has not been confirmed in writing by Underlined.

Execution of the Agreement and engagement of third parties

1. Underlined performs the activities as stated in the Agreement to the best of its knowledge, expertise and ability. Underlined commits to make every effort to ensure that the agreed upon obligations and quality are achieved, whereby a best-efforts obligation applies for Underlined.
2. If Underlined executes the Agreement in phases, Underlined can suspend the execution of those parts that belong to a following phase, until the Client has approved the results of the preceding phase in writing.
3. The Client ensures that all data which Underlined indicates are necessary or which the Client should understand are necessary for the execution of the Agreement are provided to Underlined in a timely manner. The execution of the Agreement can be delayed because the Client has not made this information available to Underlined correctly or completely.
4. If execution of the Agreement requires Third Party service in Underlined's understanding, Underlined has the right to have (parts of) the work or the Service performed by Third Parties.
5. If for proper execution of the agreement it is necessary, according to Underlined's understanding, for Third Parties to perform activities at the location of the Client or a location designated by the Client, the Client will provide the facilities reasonably desired by those employees free of charge.
6. If the Service (partly) extends to the resale or otherwise making available ("Reselling") products or services of Underlined by the Client to its customers, specific written agreements will be made between Underlined and the Client.
7. Consultancy services will be performed during normal business days during office hours. If consultancy services are performed outside these office hours at the request of the Client, Underlined will apply surcharges to its rates for these activities in accordance with the table below.

Overtime allowances	07.00 am to 19.00 pm	19.00 pm to midnight	Midnight to 07.00 am
Business days	0%	50%	100 %
Saturdays	50 %	100%	150%
Sundays and bank holidays	100%	150%	200%

Broad Horizon Data Science Products B.V.

Sint Janssingel 92
5291 DA 's-Hertogenbosch
The Netherlands

BTW 851118653B01
KVK 54017238
IBAN NL33 RABO 0152907157

Website: broadhorizon.com
underlined.nl
tailo.nl

Email: info@underlined.nl

A Broad Horizon Company

Prices and additional costs

1. All prices are to be increased with sales tax (VAT) and other levies imposed by the government, unless stated otherwise.
2. Underlined is entitled to increase the prices used in this Agreement at any time. Underlined will inform the Client of price increases at least two months in advance. The client has the right to terminate the agreement in case of price increases in accordance with the notice period of one month. If Underlined lowers the applicable prices and rates, Underlined is entitled to implement this reduction immediately, without the possibility for the Client to cancel the Agreement.
3. Underlined can set a maximum for the amount of data traffic, CPU, memory and capacity per month that the Client may use in the context of the Service. If this maximum is exceeded, Underlined is authorized to charge additional costs, in accordance with the amounts stated in the Offer, price list or website of Underlined.
4. If Underlined has to make additional costs or performs additional services as a result of acts or omissions of the Client, Underlined is entitled to charge these costs to the Client. Acts or omissions on the part of the Client include, for example, incomplete requests, failure to respond on time, incorrectly provided information, negligence and duplication caused.

Terms of payment

1. The amounts due must be paid in advance each month by the Client to Underlined. Payment must always be made within fourteen days of the invoice date, in the currency in which the invoice is made, unless otherwise agreed in writing between Underlined and the Client.
2. The client is never entitled to set off the amount due to Underlined. Objections to the amount of an invoice do not suspend the payment obligation. Products and services are not transferable to the next month, nor can products or partially used products be settled with a subsequent invoice.
3. After the due date, the Client is automatically in default and Underlined has the right to calculate the statutory commercial interest applicable at that time. The interest on the due amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount, whereby part of the month is considered as the entire month.
4. If payment is not made for more than 30 days, Underlined is entitled to suspend the Service until payment has been made, without prejudice to all other rights of Underlined under the law and / or the Agreement with the Client, such as but not exclusively the right to terminate the Agreement with the Client and the right to compensation.
5. If the Client does not or not fully comply with its payment obligation towards Underlined, all costs, both judicial and extrajudicial, incurred in connection with the collection of the amount owed by the Client and not paid on time will be for the account of the Client. If the Client fails to pay the invoice (full) within the payment term, Underlined is entitled to charge reminder costs of at least EUR 40.00, without prejudice to all other rights of Underlined under the law and / or the Agreement with the Client.

6. In the event of liquidation, (application for) suspension of payments or bankruptcy, garnishment (if the garnishment is not lifted within three months), debt or another circumstance as a result of which the Client can no longer freely transfer its assets, Underlined is free to terminate the Agreement immediately with immediate effect, without any obligation on its part to pay any compensation. In that case, Underlined's claims against the Client are immediately due and payable.
7. Client agrees to electronic invoicing by Underlined.

Intellectual Property and Use Rights

1. All intellectual property rights to all materials, software, analyzes, designs, documentation, advice, reports, Quotations, as well as preparatory material, developed or made available in the context of the Service and / or in the context of the Agreement, reside exclusively with Underlined or its licensors.
2. The Client only obtains the rights of use and powers that arise from the scope of the Agreement or that are granted in writing, and in all other cases the Client will not reproduce or make the software or other materials publicly available.
3. The Client is not permitted to remove or change any designation regarding copyrights, brands, trade names or other intellectual property rights from the materials, including indications regarding the confidential nature and secrecy of the materials.
4. Underlined is allowed to take technical measures to protect its materials. If Underlined has secured the materials by means of technical protection, the Client is not allowed to remove or avoid this protection.
5. Client is not entitled to use any trade name, brand name, logos or signs of Underlined, unless Underlined has explicitly given its prior approval in writing.
6. Any use, reproduction or disclosure of the materials outside the scope of the Agreement or granted rights of use, is considered a violation of intellectual property rights. The Client will pay an immediately payable fine of EUR 2,500 per day per infringing act, without prejudice to all other rights of Underlined under the law and / or the Agreement with the Client, including the right of Underlined to obtain full compensation for damage caused by the infringement or to take other legal measures to have the infringement terminated.
7. Underlined has the right to use the knowledge it has gained through the performance of an Agreement for other purposes as well, as long as no strictly confidential information of the Client is disclosed to Third Parties.
8. If Underlined provides the Client with code to mask sensitive information before the Client supplies this masked information to Underlined, the Client's right of use of this code is limited to this purpose and only during the performance of the Agreement. This code and all intellectual property rights vested in it remain with Underlined. The Client does not acquire any rights with regard to this code, nor the masked information produced using the code, other than the temporary right of use.

Amendments to the Agreement

1. The Parties will consult with each other about an amendment to the Agreement if changes occur that formed the basis for the Service and / or if the proper performance of the Service requires additional work.
2. The changes to the Agreement agreed between the Parties must be confirmed in writing to Underlined by the Client. Underlined then gives written approval. If the changes are only agreed verbally, then the risk for the correct implementation of these changes, as well as the consequences arising from the changes, is for the account of the Client.
3. Any additional costs as a result of changes to the Agreement will be on the behalf of the Client's account. Even if an agreed implementation period is brought forward by the Client, any additional costs will be entirely at the expense of the Client.
4. The Client accepts that the time schedule of the Service can be influenced if the Parties agree in writing to expand and / or change the approach, method or scope of the Agreement and / or activities resulting from it.

Duration and termination of the Agreement

1. The Agreement is entered into for one year, unless the Parties have explicitly agreed otherwise in writing.
2. Both Parties can unilaterally terminate the Agreement. Upon termination of the Agreement, the Client must notify Underlined in writing and by registered mail, respecting the notice period of at least two calendar months before the renewal date of the Agreement. Until the end of the Agreement, the Client owes the prevailing rate.
3. The date of cancellation is considered to be the date on which Underlined has received the cancellation.
4. It is the responsibility of the Client to request a backup copy of the data immediately upon termination or dissolution of the Agreement. Underlined can charge costs for backup copies. If the Client fails to make the request, Underlined will immediately delete all data (data) on the servers. Underlined is in no way liable for the aforementioned actions and the consequences thereof.
5. Any claim of Underlined on the Client becomes immediately claimable and payable on the date of cancellation.
6. Apart from the termination options referred to in this section, the Client is not permitted to prematurely terminate an agreement without compensation. In that case, the damage is at least equal to the compensation based on the remaining period of the agreement at the applicable rate and the commitment in days / hours per week.

Suspension and termination of the Agreement

1. Underlined is authorized to suspend the fulfillment of its obligations under the Agreement if the Client does not fully or not timely fulfill its obligations, or if Underlined becomes aware of circumstances after the Agreement has been concluded that give it good ground to question that the Client will not fulfill its obligations. If, due to delay on the part of the Client, Underlined can no longer be expected to fulfill the Agreement under the agreed conditions, Underlined may also suspend the fulfillment of its obligation under the Agreement. The prevailing rate remains payable during the period of suspension.
2. Underlined is authorized to terminate the Agreement or have it terminated if circumstances arise of such a nature that fulfillment of the Agreement is impossible or, according to standards of reasonableness and fairness, can no longer be required.
3. Suspension or dissolution takes place after Underlined has given the Client notice of default by means of a written notice, whereby the Client is given a reasonable period for the fulfillment of the Agreement.
4. If Underlined proceeds with suspension or dissolution on the grounds referred to in this section, Underlined is in no way obliged to compensate damage and costs arising as a result, while all rights of Underlined under the law and / or the Agreement are in full force, including Underlined's right to compensation from the Client.

Force majeure

1. Underlined is not obliged to fulfill any obligation towards the Client if Underlined is prevented from doing so as a result of circumstances that are not attributable to fault, a legal act or generally accepted view on behalf of Underlined.
2. As this is not already included, force majeure means: all external causes, foreseen or unforeseen, which Underlined cannot influence, but as a result of which Underlined is unable to fulfill its obligations. In particular, force majeure is understood to mean; civil disturbances, natural disasters, network attack, DoS or DDoS attacks, mobilization, war, transport obstruction, strike, lockdowns, changes in law, business disruptions, supply stagnation, fire, import and export barriers, epidemics, pandemics and the case that Underlined is not enabled to deliver by its own suppliers, for whatever reason.
3. Underlined can suspend the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two months, then each of the Parties is entitled to dissolve the Agreement without any obligation to pay compensation to the other party.
4. If Underlined at the time of the commencement of force majeure has meanwhile partially fulfilled its obligations under the Agreement or will be able to fulfill them, and the part that has been fulfilled or to be fulfilled respectively has independent value, Underlined is entitled to invoice this part separately. Client is obliged to pay this invoice.
5. Underlined is never liable for damage caused by force majeure.

Liability

1. Underlined's liability for direct damage suffered by the Client as a result of an attributable shortcoming in the fulfillment by Underlined of its obligations under this Agreement, or due to an unlawful act by Underlined, its employees or third parties engaged by it, is per event limited to an amount equal to the amount paid by the Client in the three months prior to the event causing the damage (excluding VAT). Under no circumstances will the total compensation for direct damage exceed EUR. 2,500.00.
2. Underlined's liability for indirect damage, including but not limited to consequential damage, lost profit, lost savings, loss of (business) data and damage due to business interruption, is excluded.
3. Apart from the cases referred to in this section in paragraph 1, Underlined does not have any liability for compensation, regardless of the ground on which an action for compensation would be based. The maximum amount referred to in this article in paragraph 1 will only lapse if the damage is the result of proven intent or gross negligence on the part of Underlined.
4. Underlined's liability due to attributable shortcoming in the performance of the Agreement only arises if the Client has immediately and properly given Underlined written notice of penalty, setting a reasonable term to remedy the shortcoming of at least 30 days. The notice of penalty must contain a description of the shortcoming that is as detailed as possible, so that Underlined is able to respond adequately.
5. Any right to compensation arises only if the Client has reported the damage to Underlined in writing and by registered mail within 14 days after it occurred.
6. The client will keep an eye on when the agreed limit for storage space, CPU, memory or data traffic has been reached. Underlined is not liable for the consequences of not being able to send, receive, store or change data if the agreed limit has been reached.

Warranties and Disclaimers

1. The Client is responsible for ensuring that all legal obligations towards Third Parties, including the Client's consumer, are complied with. Underlined is in no way responsible for this. The Client protects Underlined against all claims from Third Parties in connection with the Service provided by Underlined to the Client.
2. The Client is responsible for ensuring that as little as possible personal data is transferred to Underlined, and all laws and regulations have been complied with. Client fully guarantees Underlined against any damage that may arise as a result.
3. The Client is responsible for the data that the Client transfers to Underlined in order to get the Service delivered. Underlined is not responsible for any bias or other defects in the data and / or the Service. Client indemnifies Underlined for any damage that may arise as a result.
4. The Client indemnifies Underlined against all claims from Third Parties due to liability as a result of a defect in the Service provided by the Client to a Third Party.

5. If the Client provides Underlined with information carriers, electronic files, software, etc., the Client guarantees to Underlined that the information carriers, electronic files or software are free of viruses and defects. The Client is fully liable towards Underlined for any damage that arises for Underlined as a result of any virus or defect in information carriers, files or software supplied by the Client.

Confidentiality

1. The parties will treat information that they provide to each other before, during or after the performance of the Agreement confidentially if this information is marked as confidential or if the receiving party knows or should reasonably suspect that the information was intended to be confidential. The Parties also impose this obligation on their employees as well as on Third Parties engaged by them to implement the Agreement.
2. Employees of Underlined or Third Parties engaged by Underlined will not use data that the Client stores and / or disseminates via the systems of Underlined, unless this is necessary for the proper execution of the Agreement or Underlined is obliged to do so under a legal provision or court order. In that case, Underlined will make every effort to limit the knowledge of the data as much as possible, as far as this is within its power.

Staff

1. The Client is not permitted as long as the relationship between the Client and Underlined continues, as well as one year after the end thereof, to employ employees of Underlined or to have them work for itself in any other way, directly or indirectly, without prior written permission from Underlined on pain of an immediately payable fine of 90,000 euros. Underlined employees in this context mean persons who are employed by Underlined or one of the Underlined affiliates or who were employed by Underlined or one of the Underlined affiliates no more than six months ago.

Privacy and Personal Information

1. The performance of the Service may entail processing of personal data. Where applicable the Client is regarded as a "controller" and Underlined as a "processor" within the meaning of the General Data Protection Regulation (GDPR).
2. Underlined processes Personal Data for the benefit of the Client, in accordance with its instructions and under its responsibility and for the purpose indicated by the Client. Client is responsible for ensuring that this processing is in accordance with the GDPR.
3. Underlined will make every effort to take appropriate technical and organizational measures for processing personal data and will make every effort to ensure that the security meets a level that meets the sensitivity of the personal data.
4. Underlined will commit to ensure that personal data is masked as much as possible before information is stored by Underlined.
5. If, in the context of a legal obligation, for example on the basis of the GDPR, the Client must change, delete or transfer data stored in Underlined's systems,

Underlined will cooperate fully in this matter. The costs for the additional activities can be invoiced separately by Underlined to the Client.

6. The user accounts that Underlined supplies to the client are personal. The Client is not permitted to share these accounts with other persons than to whom the accounts are linked.

Changes to General Terms and Conditions

1. Underlined reserves the right to amend or supplement these General Terms and Conditions.
2. If Underlined declares the amended General Terms and Conditions applicable to existing Agreements, Underlined will announce the changes in a timely manner. They will take effect 30 days after the announcement of the change in terms on the website of Underlined, by letter or by e-mail, at the discretion of Underlined.
3. If the Client does not want to accept an amendment to the General Terms and Conditions, the Parties will consult. If the Parties do not agree, the Client can terminate the Agreement until the date on which the new conditions take effect.
4. Changes of minor importance or changes that have a positive effect for the Client can be implemented at any time without the possibility for the Client to terminate the Agreement.

Final provisions

1. The Agreement and these General Terms and Conditions are governed exclusively by Dutch law. Disputes will only be settled in accordance with the Arbitration Rules of the 'Stichting Geschillenoplossing Organisatie (SGOA)'. Arbitration will consist of three arbitrators. The place of the Arbitration will be Amsterdam, Netherlands. The proceedings will be conducted in the Dutch language.
2. As far as not dictated otherwise by mandatory law, all disputes that may arise as a result of this Agreement will be submitted to the Dutch court in Amsterdam.
3. If any provision of the Agreement or these General Terms and Conditions proves to be invalid, this will not affect the validity of the other provisions therein. In that case, the parties will determine (a) new provision (s) of the original Agreement and General Terms and Conditions as much as legally possible.
4. In these General Terms and Conditions, "in writing" also includes e-mail and communication by fax, provided that the identity and integrity of the e-mail or fax is sufficiently established.
5. The version of any communication, administration and measurements made regarding the Service (s) received or stored by Underlined shall be regarded as authentic and compelling evidence, unless the Client provides proof to the contrary.
6. The parties will always immediately inform each other in writing of any changes in name, postal address, e-mail address, telephone number and, if requested, bank account number.
7. The Client is only entitled to transfer its rights and obligations under the Agreement to Third Parties with the prior written permission of Underlined.