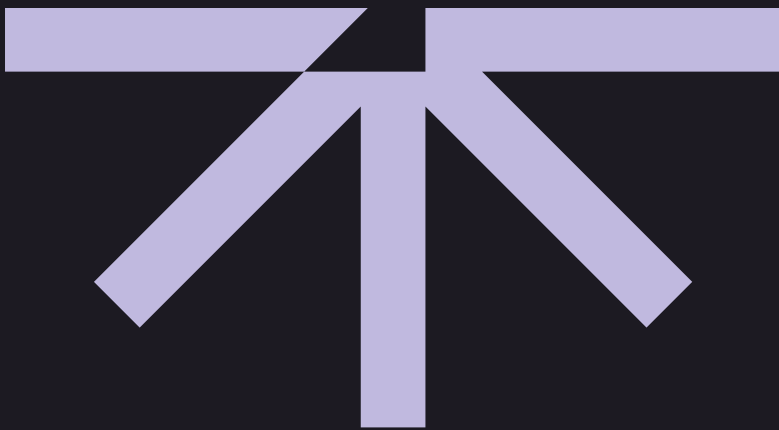


29 April 2024

* pointers

Established General Terms of pointers



Company info

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Artikel 1. Definities

In these general terms and conditions, the following definitions are used, both in singular and plural form.

- 1. General Terms and Conditions:** these general terms and conditions, regardless of the form in which they are made known.
- 2. Pointers:** Pointers, located at Oesterstraat 12, 4691KT, Tholen, with Chamber of Commerce number: 89247647.
- 3. Customer:** the natural person or legal entity that has entered into or intends to enter into an Agreement with Pointers.
- 4. Third Parties:** parties other than Pointers and Customers of Pointers.
- 5. Parties:** the Customer and Pointers.
- 6. Service:** all work, in any form whatsoever, that Pointers performs for or on behalf of the Customer.
- 7. In Writing:** any communications made by letter or email.
- 8. Agreement:** any Written agreement between Pointers and the Customer.
- 9. Specifications:** the functional and technical requirements that the Software must meet, as agreed between the Parties.
- 10. Errors:** the attributable shortcoming of the functional Specifications delivered by Pointers compared to the functional Specifications expressly agreed upon in Writing between the Parties. Errors can only be designated as such if the Customer can demonstrate them.
- 11. Repair Work:** the Service concerning the performance of repair work after the occurrence of Errors.
- 12. Intellectual Property Rights:** all intellectual property rights and related rights, such as trade name rights, trademark rights, design rights, copyrights, database rights, neighboring rights, and patent rights, as well as domain names and rights to know-how created by Pointers in the context of providing the Services.
- 13. Additional Work:** the work performed or to be performed by Pointers or other services that fall outside the content and/or scope of the agreed work and/or services.

- 14. Maintenance:** the Service that Pointers can provide to the Customer on the basis of a separate Agreement, including upgrading the purchased Service and/or updates of the Software used.
- 15. Term:** the term agreed upon by Pointers and the Customer within which the assignment will be completed.
- 16. Software:** the software of Pointers, including (web) applications, associated documentation, external functionalities, interfaces, layout, and other software-related products/services, as further described in the Agreement, if applicable.
- 17. Design:** the design of the visual and functional aspects of the Software, including user interfaces, user experience, and graphic elements.
- 18. Test:** testing the Software to verify functionality, performance, and compatibility and to identify any Errors.

Article 2. General

2.1 These General Terms and Conditions apply to all Agreements, offers, Services, and other (legal) acts between Pointers and the Customer, regardless of the form in which they were established. The General Terms and Conditions also apply to all future Agreements between the Parties.

2.2 Deviations from and additions to the General Terms and Conditions and/or the Agreement are only valid if they have been agreed upon in Writing between the Parties.

2.3 In case of conflict between the provisions in the Agreement and the General Terms and Conditions, the provisions in the Agreement shall prevail.

2.4 If a provision of the General Terms and Conditions is void or annulled, the remaining provisions shall remain in full force. In that case, Pointers will establish new provisions to replace the void or annulled provisions, taking into account, as much as possible, the purpose and intent of the original provision.

2.5 Once the General Terms and Conditions have been applicable to a legal relationship between Pointers and the Customer, the Customer shall be deemed to have agreed in advance to the applicability of these terms and conditions to Agreements concluded thereafter.

2.6 The data relating to the Customer, such as Agreements and arrangements, which Pointers has in its possession, shall be leading, subject to proof to the contrary by the Customer.

2.7 Pointers expressly excludes the applicability of any general (purchase) conditions of the Customer.

2.8 Pointers is entitled to amend the General Terms and Conditions and will apply the new terms and conditions thirty (30) days after notification. Changes will be communicated to the Customer in Writing. If Pointers amends the General Terms and Conditions and the Customer is thereby placed in a disadvantageous position according to reasonable judgment, the express consent of the Customer is required. The Customer has the right to terminate the Agreement from the moment the changes take effect. The Customer also has the option to refuse changes to the General Terms and Conditions, so that they will not apply.

2.9 The Customer grants Pointers permission in advance to transfer the Agreement and legal relationship to a company affiliated with Pointers. If a transfer to a third party is to take place, Pointers will request permission from the Customer. The Customer shall cooperate with this, unless there are compelling reasons to refuse permission.

Article 3. Conclusion of the Agreement

3.1 All offers and price quotations from Pointers are non-binding, unless expressly stated otherwise in Writing. Price quotations and offers are valid for a period of thirty (30) days, unless otherwise indicated.

3.2 An Agreement is concluded by Written acceptance by Pointers of an order from the Client.

3.3 All Agreement(s) entered into by the Client are binding and cannot be revoked by the Client, unless otherwise agreed in Writing.

3.4 Each Party shall comply with all relevant local, national, or supranational laws, treaties, rules, regulations, decrees, and all applicable permits that apply in the jurisdiction in which it operates. The Parties shall inform each other of any changes in laws and regulations that may affect the performance of the Agreement.

3.5 A quotation, prepared by the Contractor, is non-binding and valid until 14 days after dating by the Contractor, unless otherwise stated in the quotation.

Article 4. Performance of Services

4.1 For the duration and on the basis of the Agreement, Pointers shall provide the Services to the Client as agreed in the Agreement.

4.2 Pointers shall perform the Services to the best of its ability and with due care, in accordance with the usual standards in the industry, within the agreed Term and in accordance with the agreed Specifications. All mentioned terms are only indicative and are never fatal, unless expressly agreed otherwise in Writing. If a specified Term is not met, Pointers shall, to the extent reasonably possible before the expiry of the Term, consult with the Client and provide a new indication of the revised delivery term.

4.3 Pointers shall endeavor to deliver and perform the Services in accordance with the agreed Specifications.

4.4 The Client accepts that if Software is delivered, it shall only contain the functionality and other properties as encountered by the Client at the time of use, therefore with all visible and invisible Errors. Pointers shall not be liable for damage in any form whatsoever as a result of Errors in the delivered Services. Pointers shall endeavor to repair the Errors (insofar as attributable to Pointers) within a reasonable period.

4.5 In case of Errors in the delivered Services, Pointers shall endeavor to resolve them in accordance with the agreed Service Level Agreement. If no Service Level Agreement has been agreed upon, Pointers shall endeavor to resolve Errors as soon as practically possible after the Client has reported these Errors to Pointers in a timely manner. If Errors are caused by the Client's actions, Pointers has the right to charge its usual rate for the Repair Work to be performed by Pointers.

4.6 Pointers is entitled to (temporarily) take the Services out of use, for example for Maintenance or adjustment of the Services, without the Client having any right to termination, cancellation, or compensation against Pointers. Pointers shall inform the Client about this in advance, insofar as reasonably possible.

4.7 Pointers is entitled to improve and adapt the Services at its own discretion to the state of the art and market developments, and to (temporarily) take the Services out of use if necessary, without the Client being entitled to any compensation, termination, or dissolution. Pointers shall inform the Client in advance if this adjustment causes inconvenience, with due observance of the longest possible notice period insofar as practically possible. It is only permitted to carry out the improvement if it is not detrimental to the Client.

4.8 Pointers shall endeavor to inform the Client about the nature and expected duration of the interruption in case of unavailability of the Services, as a result of failures, Maintenance, or other causes.

4.9 If the performance of the Agreement, in the opinion of Pointers, entails additional work attributable to the Client (for example, because the Client provides incomplete/incorrect information), Pointers is entitled to charge the Client for all additional time spent and costs, including those of Third Parties. Pointers shall inform the Client in advance about this additional work.

4.10 The purchase of new Software, licenses, equipment, etc., as well as repairs by Third Parties necessary for the performance of the Service, are not included in the standard rates of Pointers and shall be charged to the Client. Pointers shall request prior permission from the Client for this.

4.11 After delivery of the complete Software or new functionality, a test period of fourteen (14) days applies, unless otherwise agreed upon in Writing between the Parties. During this test period, the Client has the opportunity to test the Software (with new functionality) and report any Errors to Pointers. If the Client does not test the Software within the test period, the new functionality or delivery is deemed approved by the Client, unless otherwise agreed upon in Writing.

Article 5. Additional Work

5.1 Pointers will assess whether a request from the Client falls within the scope of the Agreement. If Pointers is of the opinion that there is Additional Work, it will substantiate this decision in Writing at the request of the Client.

5.2 When Pointers performs Additional Work at the request or with the prior consent of the Client, the Client will compensate this Additional Work according to Pointers' then-current rates. Pointers will only start performing Additional Work after approval from the Client.

5.3 Pointers is not obliged to comply with a request from the Client to perform Additional Work. Pointers may require that a separate, Written agreement be entered into for the performance of Additional Work.

5.4 The Client acknowledges that Additional Work may affect the agreed or expected delivery time of the Service and the previously agreed price.

5.5 The occurrence of (the demand for) Additional Work during the execution of the Agreement does not constitute grounds for termination or dissolution of the Agreement by the Client and does not give rise to any claim for compensation.

Article 6. Terms

6.1 The (delivery) terms communicated by Pointers or agreed upon between the Parties are determined based on the information known to Pointers at the time of entering into the Agreement. Pointers endeavors to comply with these terms as much as possible, but these terms are only indicative and never to be considered as strict deadlines.

6.2 Exceeding the terms mentioned by Pointers or agreed upon between the Parties does not immediately put Pointers in default. Pointers will only be in default after the Client has given Pointers written notice of default, whereby the Client gives Pointers a reasonable period to remedy the shortcoming, and Pointers fails to remedy the shortcoming within that set reasonable period.

6.3 The notice of default as referred to in Article 6.2 must contain a description of the shortcoming that is as detailed as possible, so that Pointers is given the opportunity to respond adequately.

6.4 If the Parties agree on Additional Work or a change in the execution of the Agreement, the provisions in this article do not apply to the terms that apply to the agreed Additional Work or the changed execution of the Agreement.

Article 7. Hosting and Related Services

7.1 If the Service (also) relates to hosting, storing, and/or transmitting material provided by the Client to Third Parties, such as in the case of web hosting or email services, the provisions in this article shall apply.

7.2 The Client shall not publish or offer any information via Pointers' systems that violates Dutch law. This includes, but is not limited to, information that infringes on copyrights, is defamatory, threatening, offensive, racist, hateful, discriminatory, or otherwise unlawful, such as information related to child pornography, violation of privacy or stalking, as well as links, torrents, or references to such information on Third Party websites, regardless of location (even if the information would be legal in the relevant jurisdiction).

7.3 Third Parties may file a complaint with Pointers if they believe there is a violation of Article 7.2. If Pointers determines that a complaint is well-founded, Pointers has the right to remove or make the relevant material inaccessible. In such cases, Pointers is also entitled to provide the Client's personal data to the complainant or to the competent authorities. Pointers will inform the Client if such a situation occurs. Before taking the measures mentioned in this article, Pointers will give the Client the opportunity to respond to the judgment that there is a violation of Article 7.2.

7.4 In the case of (possible) criminal information, Pointers has the right to file a report. Pointers may hand over all relevant information about the Client to the competent authorities and perform all other actions requested by these authorities from Pointers in the context of the investigation.

7.5 In the event of a well-founded complaint about the information offered/stored by the Client, Pointers has the right to dissolve and/or terminate the Agreement.

7.6 The Client shall refrain from hindering other clients or internet users, or causing damage to Pointers' servers. The Client is prohibited from starting processes or programs, whether or not via the server, which the Client knows or can reasonably suspect will cause hindrance or damage to Pointers, other clients, or internet users. Pointers will inform the Client about any measures taken in this regard.

7.7 The Client shall adhere to the generally accepted rules of conduct on the internet, as laid down in RFC1855 (<ftp://ftp.ripe.net/rfc/rfc1855.txt>) and any subsequent versions thereof.

7.8 Without Pointers' permission, the Client is not allowed to transfer or make available to Third Parties the usernames and passwords provided by Pointers.

7.9 Pointers reserves the right to set limits on the amount of storage space or data traffic that the Client may use within a certain period in the context of the Service, as further specified in the Agreement. If the Client exceeds these limits, Pointers is entitled to charge additional costs in accordance with the rates for extra data traffic that Pointers applies. Pointers accepts no liability for the consequences of not being able to send, receive, store, or modify data when an agreed limit for storage space or data traffic has been reached.

7.10 The Client hereby grants Pointers the authority to distribute, store, transmit, or copy all materials distributed by the Client via Pointers' systems in any manner deemed necessary by Pointers, but only to the extent reasonably required for the performance of the Agreement by Pointers.

7.11 Without prejudice to the legal provisions in this regard, damage resulting from incompetent use of the Software/Services by the Client, or the Client's failure to act in accordance with the provisions of this article, shall be entirely at the Client's expense and risk.

7.9 Pointers behoudt zich het recht voor limieten te stellen aan de hoeveelheid opslagruimte of dataverkeer die de Klant in het kader van de Dienst mag gebruiken binnen een bepaalde periode, zoals nader gespecificeerd in de Overeenkomst. Indien de Klant deze limieten overschrijdt, is Pointers gerechtigd hiervoor aanvullende kosten in rekening te brengen conform de tarieven voor extra dataverkeer die Pointers hanteert. Pointers aanvaardt geen aansprakelijkheid voor de gevolgen van het niet kunnen verzenden, ontvangen, opslaan of wijzigen van gegevens wanneer een overeengekomen limiet voor opslagruimte of dataverkeer is bereikt.

7.10 De Klant verleent Pointers hierbij de bevoegdheid om alle door de Klant via de systemen van Pointers verspreide materialen te verspreiden, op te slaan, door te geven of te kopiëren op elke door Pointers noodzakelijk geachte manier, echter uitsluitend voor zover dit redelijkerwijs vereist is voor de uitvoering van de Overeenkomst door Pointers.

7.11 Onverminderd de wettelijke bepalingen dienaangaande, komt schade voortvloeiend uit ondeskundig gebruik van de Software/Diensten door de Klant, of het niet handelen van de Klant in overeenstemming met de bepalingen in dit artikel, volledig voor rekening en risico van de Klant.

Article 8. Domain names and IP addresses

8.1 If the Service (also) entails that Pointers will act on behalf of the Client as an intermediary in acquiring a domain name and/or IP address, the provisions in this article apply.

8.2 The application, allocation, and possible use of a domain name and/or IP address are subject to the applicable rules and procedures of the relevant registering authorities, such as the Foundation for Internet Domain Registration in the Netherlands and RIPE. These authorities decide on the allocation of a domain name and/or IP address. Pointers only acts as an intermediary for the application and does not guarantee that an application will be granted.

8.3 The Client can only be informed of the registration by means of a Written confirmation from Pointers stating that the requested domain name has been registered. An invoice for registration costs does not serve as confirmation of registration.

8.4 The Client indemnifies Pointers from all liability and damage related to (the use of) a domain name on behalf of or by the Client.

8.5 Pointers is not liable for the Client's loss of their right(s) to a domain name or for the fact that the domain name is requested and/or obtained by a third party in the interim, unless there is intent or gross negligence on the part of Pointers.

8.6 If Pointers registers a domain name on behalf of the Client in its own name, Pointers will cooperate with requests from the Client to move, transfer, or cancel this domain name.

8.7 The Client must adhere to all registration conditions, provisions, and (dispute) regulations set by domain name providers for requesting, allocating, or using a domain name and/or IP address.

8.8 Pointers has the right to make the domain name and/or IP address inaccessible or unusable, or to (have it) placed in its own name, if the Client is demonstrably in default in the fulfillment of the Agreement. However, this can only be done for the duration of the default and only after the expiry of a reasonable term for compliance set in a Written notice of default.

8.9 In case of dissolution of the Agreement due to the Client's breach of contract, Pointers is entitled to cancel the domain name and/or IP address.

Article 9. Obligations of the Client

9.1 The Client acknowledges that the success of the Services and the execution of the Agreement depends on good and timely cooperation between the Parties. To enable Pointers to properly perform the Agreement, the Client shall always provide all data, information, and cooperation requested by Pointers in a timely manner.

9.2 The Client guarantees that the information referred to in Article 9.1 is correct and complete.

9.3 The Client guarantees that their use of the Services is in accordance with the agreed purposes, does not violate applicable laws and regulations, does not infringe on the rights of Third Parties, and is not otherwise unlawful.

9.4 The Client shall refrain from actions that could harm the reputation of Pointers or its Services.

9.5 The Client guarantees that there are no rights of Third Parties that oppose the provision or use of the data, hardware, software, and data carriers provided by the Client. The Client indemnifies Pointers against any claim based on an infringement of the rights of Third Parties.

9.6 If the Client fails to provide the data or information deemed necessary by Pointers, fails to do so in a timely manner, or fails to do so in accordance with Pointers' wishes, Pointers has the right to suspend the performance of the Agreement in whole or in part. Pointers is entitled to charge the resulting costs according to its usual rates, without prejudice to Pointers' right to exercise any other legal or agreed right.

9.7 If the Client receives a username and password from Pointers in the context of the Services, the Client must use and store them carefully. In case of suspected misuse or theft of the username or password, the Client must immediately inform Pointers, so that Pointers can terminate access to the Service or take other appropriate measures. The Client is responsible for any use of the Service via their username and password. Pointers is not liable for damage or losses resulting from misuse or theft of the username or password.

Article 10. Compensation and Payment

10.1 The Customer owes Pointers the fees as stipulated in the Agreement.

10.2 Unless expressly stated otherwise, all amounts owed to Pointers are expressed in euros and exclude VAT and other government levies.

10.3 The fees to be paid by the Customer may consist of one-time, annual, or otherwise periodic amounts and amounts that depend on the use of the Services provided by Pointers.

10.4 Pointers has the right to request an advance on the fee at all times.

10.5 If the Agreement includes the development of Software, the Customer immediately owes 50% of the agreed total amount, unless agreed otherwise in Writing.

10.6 Pointers may adjust the fee for Services that are purchased on a periodic basis. Pointers will inform the Customer about this price change at least two (2) months in advance. If the Customer does not agree with this price increase, the Customer has the right to terminate the Agreement in Writing within fourteen (14) days after notification of the price change. The Service will then be discontinued as of the effective date of the new rates.

10.7 All preliminary calculations and/or budgets provided by Pointers are only indicative, unless Pointers has expressly indicated otherwise. A budget made known by the Customer is never considered a fixed price agreed between the Parties for the performance to be delivered by Pointers. Pointers will inform the Customer in case of imminent exceedance of the preliminary calculations and/or the budget, but only if this has been expressly agreed in Writing between the Parties.

10.8 Pointers will always invoice the amounts owed by the Customer. The data from Pointers' administration are decisive for the amount of the invoice.

10.9 All invoices must be paid by the Customer in accordance with the payment terms stated in the Agreement and/or on the invoice. In the absence of specific payment conditions, the Customer must pay within thirty (30) days after receipt of the invoice.

10.10 The Customer is not allowed to suspend, set off, or withhold payments. If the Customer believes it is entitled to suspension, Pointers must first be given notice of default in Writing. This notice of default must contain a description of the shortcoming that is as detailed as possible, as well as a reasonable term to remedy the shortcoming. Express Written permission from Pointers is required for set-off or withholding of payment.

10.11 If the Customer does not pay the invoice within the agreed payment term, the Customer is in default by operation of law, without further notice of default being required. From the date of default, the Customer owes compound interest of 1.5% per month on the outstanding amount (unless the statutory commercial interest on a monthly basis is higher, in which case the statutory commercial interest is due), until the moment of full payment. When calculating the interest compensation, a part of a month is considered a full month.

10.12 If the Customer remains in default of payment after a demand or notice of default, Pointers is entitled to increase the claim with extrajudicial collection costs amounting to 15% of the principal sum, with a minimum of € 250.

10.13 If the Customer purchases a Service and, after a demand or notice of default, fails to pay the claim, Pointers has the right to suspend the Agreement.

Article 11. Intellectual Property Rights

11.1 All Intellectual Property Rights related to the Software, Design, Services, and all other materials developed or made available by Pointers within the framework of the Agreement are exclusively vested in Pointers or its licensors.

11.2 The Customer only obtains the rights of use and powers that are expressly granted in these General Terms and Conditions, the Agreement, or otherwise in Writing. For the rest, the Customer shall not reproduce, disclose, or otherwise use the Software, Services, or other materials without prior Written permission from Pointers. The granted rights of use are non-exclusive, non-transferable, and non-sublicensable.

11.3 The Customer is not permitted to remove or change any indication concerning Intellectual Property Rights, such as copyrights, trademarks, or trade names, from the Software, Services, or materials, including indications concerning the confidential nature and secrecy of the Software.

11.4 Pointers is entitled to take technical protection measures to protect the Software, such as the use of passwords or encryption. If Pointers has applied such security measures, the Customer is not permitted to circumvent or remove this security.

11.5 Any use, reproduction, or disclosure of the Software, Services, or materials that falls outside the scope of the Agreement or the granted rights of use is considered an infringement of Pointers' Intellectual Property Rights.

11.6 In case of an infringement of Pointers' Intellectual Property Rights, the Customer owes an immediately due and payable penalty of € 5,000 per infringing act and € 15,000 per intentional infringing act, without prejudice to Pointers' right to claim damages or take other legal measures to end the infringement and/or recover the damage. After the expiry of one working day after Pointers has notified the Customer of an infringement, the Customer also owes a penalty of € 2,500 per day that the infringement continues.

11.7 Unless expressly agreed otherwise, the delivery, provision, or disclosure of Software, Services, or materials by Pointers to the Customer never entails a transfer of Intellectual Property Rights.

11.8 The Customer guarantees that no rights of Third Parties oppose the provision of equipment, software, materials, data files, or other works to Pointers for the purpose of use, maintenance, processing, installation, or integration. The Customer indemnifies Pointers against any claim by a third party based on the assertion that such provision, use, maintenance, processing, installation, or integration infringes any right of that third party.

11.9 Pointers reserves the right to use the name, logo, or other distinguishing features of the Customer for promotional purposes and in external communication, without requiring prior permission from the Customer.

Article 12. Liability

12.1 Pointers' total liability due to an attributable failure in the performance of the Agreement or for any other reason, expressly including any failure in the performance of a warranty obligation agreed with the Customer, shall be limited to compensation for direct damage up to a maximum of the price agreed for that Agreement (excluding VAT). If the Agreement is primarily a continuing performance contract with a term of more than one year, the price stipulated for that Agreement shall be set at the total of the fees (excluding VAT) agreed for one year. In no event shall Pointers' total liability for direct damage, on any legal basis whatsoever, exceed € 5,000 (five thousand euros).

12.2 Pointers' liability for damage due to death, bodily injury, or material damage to property shall never exceed a total of € 10,000 (ten thousand euros).

12.3 Pointers shall not be liable for indirect damage, consequential damage, lost profits, lost savings, loss of goodwill, damage due to business interruption, damage resulting from claims by the Customer's customers, damage related to the use of items, materials, or third-party software prescribed by the Customer to Pointers, and damage related to the engagement of suppliers prescribed by the Customer to Pointers. Pointers' liability for corruption, destruction, or loss of data or documents shall also be excluded.

12.4 The exclusions and limitations of Pointers' liability, as described in the preceding paragraphs of this article, shall not affect the other exclusions and limitations of Pointers' liability under these General Terms and Conditions and the other agreed terms and conditions.

12.5 The exclusions and limitations referred to in Articles 12.1 through 12.4 shall cease to apply if and insofar as the damage is the result of intent or deliberate recklessness on the part of Pointers.

12.6 Unless performance by Pointers is permanently impossible, Pointers' liability due to attributable failure in the performance of an Agreement shall only arise if the Customer promptly gives Pointers written notice of default, setting a reasonable term for remedying the failure, and Pointers continues to fail attributable in the performance of its obligations even after that term. The notice of default must contain a description of the failure that is as complete and detailed as possible, so that Pointers is given the opportunity to respond adequately.

12.7 A condition for the existence of any right to compensation is always that the Customer reports the damage to Pointers in writing as soon as possible after its occurrence. Any claim for damages against Pointers shall expire by the mere lapse of twelve (12) months after the claim arose.

12.8 In the event of imminent damage related to the non-performance, late performance, or improper performance of any contractual obligation by Pointers, the Parties acknowledge that participation in ICT Mediation is an appropriate measure to prevent or limit such damage. The Customer undertakes to immediately and without reservation participate in ICT Mediation in accordance with the ICT Mediation Regulations of the Foundation for the Settlement of Automation Disputes (www.sgoa.eu) upon Pointers' first written request.

12.9 The Customer shall indemnify Pointers against all third-party claims related to product liability as a result of a defect in a product or system delivered by the Customer to a third party, which also consisted of software, equipment, or other materials supplied by Pointers, unless and insofar as the Customer can demonstrate that the damage was caused by that software, equipment, or other materials.

12.10 All limitations and exclusions of liability in these General Terms and Conditions shall also apply in favor of all (legal) persons engaged by Pointers in the performance of the Agreement.

Article 13. Privacy

13.1 Pointers processes personal data only to the extent necessary for the provision of the Service, including but not limited to optimizing the Service. Pointers shall not process personal data for any other purposes.

13.2 The parties undertake to keep confidential all information received from the other party that can reasonably be considered confidential, unless there is a legal obligation to disclose such information. Information shall, in any case, be considered confidential if Pointers has expressly indicated so.

13.3 The party receiving confidential information shall use it solely for the purpose for which it was provided.

13.4 The Customer acknowledges and agrees that the Software and other materials made available by Pointers may contain preparatory material, confidential information, and trade secrets of Pointers.

13.5 Pointers shall not share personal data originating from the Customer with Third Parties, unless Pointers has obtained explicit consent from the Customer or is legally obliged to do so.

13.6 The Customer is solely responsible for the personal data processed using the Software and/or the Service. The Customer guarantees that the content, use, and/or processing of the personal data is lawful and does not infringe on the rights of Third Parties. The Customer indemnifies Pointers against all claims by Third Parties, regardless of the basis, in connection with this personal data.

Article 14. Suspension

14.1 Pointers has the right to suspend the performance of the Agreement in whole or in part if the Client, after a proper notice of default, fails to fulfill its obligations under the Agreement.

14.2 Pointers' right of suspension does not apply if the Client disputes an invoice on well-founded grounds and, as a result, does not pay (on time).

14.3 Suspension of the Agreement by Pointers does not affect the Client's payment obligation for Services already provided.

14.4 Pointers will undo the suspension as soon as the Client fulfills its obligations under the Agreement and/or provides adequate security for the fulfillment thereof.

Article 15. Force Majeure

15.1 Pointers shall not be liable for any failure to fulfill its obligations, in whole or in part, or for any delay in doing so, if such failure or delay is due to force majeure. Force majeure includes, but is not limited to:

- Shortcomings of suppliers and/or other third parties engaged by Pointers;
- Defects in goods, equipment, software, or materials provided by third parties to Pointers by the Client;
- Government measures;
- Power outages and disruptions in the infrastructure used by Pointers to provide the Services;
- Failure of the internet, computer networks, or telecommunications facilities;
- Cyber attacks, including (D)DoS attacks;
- War or threat of war;
- Strikes;
- General transport or delivery problems.

15.2 If the force majeure situation persists for more than sixty (60) days, each of the Parties has the right to terminate the Agreement in writing, without the Parties being liable to each other for any compensation. In that case, what has already been performed under the Agreement will be settled proportionally.

Article 16. Duration and Termination

16.1 Unless otherwise agreed in Writing, the Agreement is entered into for a period of one (1) year. After this period, the Agreement will be tacitly renewed for the same period each time, unless one of the Parties terminates the Agreement in Writing with due observance of a notice period of at least three (3) months before the end of the then-current contract period.

16.2 The term of the Agreement commences on the date on which the Agreement is concluded, unless the Parties have expressly agreed on a different commencement date in Writing.

16.3 Without prejudice to the other rights and claims of the Parties, both Parties are entitled to terminate the Agreement with immediate effect, without a notice of default or judicial intervention being required, if the other Party applies for a suspension of payments or is declared bankrupt. In such cases, Pointers is not obliged to pay any form of compensation.

16.4 Pointers is also entitled to terminate the Agreement with immediate effect if the Client is attributable in default in the fulfillment of its obligations under Article 4 and Article 5 of these General Terms and Conditions.

16.5 Termination of the Agreement never releases the Client from any payment obligation with respect to Services already provided by Pointers. Amounts that Pointers has invoiced prior to the termination in connection with what it has already performed or delivered in execution of the Agreement remain due and become immediately payable at the moment of termination. If Pointers suffers demonstrable damage as a result of the termination, the Client is obliged to compensate Pointers for this damage.

16.6 Provisions that by their nature are intended to continue even after termination of the Agreement retain their effect without prejudice after termination of the Agreement.

Article 17. Non-competition clause

17.1 Unless Pointers has expressly given Written permission, the Client shall refrain from employing or in any other way, directly or indirectly, engaging any employee of Pointers or any other person who has been involved in the execution of the Agreement during the twelve (12) months preceding the Agreement. The Client shall also not attempt to bring this about. This provision shall lapse if Pointers is declared bankrupt or granted a suspension of payments.

17.2 If the Client violates the prohibition mentioned in Article 18.1, the Client shall forfeit to Pointers an immediately due and payable penalty of fifty thousand euros (€ 50,000) per violation, without any notice of default or judicial intervention being required. This penalty is not eligible for moderation or set-off. Pointers reserves the right to exercise other legal and/or agreed rights in addition to this penalty, including but not limited to the right to claim (additional) damages, whether or not in combination with the aforementioned penalty.

17.3 Unless the Client has expressly given Written permission, Pointers shall refrain from employing or in any other way, directly or indirectly, engaging any employee of the Client or any other person who has been involved in the execution of the Agreement during the twelve (12) months preceding the Agreement. Pointers shall also not attempt to bring this about. This provision shall lapse if the Client is declared bankrupt or granted a suspension of payments.

Article 18. Applicable law and Dispute Resolution

18.1 All Agreements, General Terms and Conditions, and the obligations arising therefrom shall be governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.

18.2 All disputes arising from or related to the Agreement, General Terms and Conditions, the use of the Software, or the provision of Services shall be submitted exclusively to the competent court in the district where Pointers is established, unless mandatory legal provisions oppose this.