

### Article 1. Definitions

- 1.1. Customer: the natural or legal person acting in the exercise of a profession or business, with whom Vet Digital enters into an Agreement.
- 1.2. General Terms and Conditions: the present terms and conditions.
- 1.3. Vet Digital: Vet Digital B.V. located at Keizerkareplein 32E in Nijmegen and registered with the Chamber of Commerce under number 62295861.
- 1.4. Service(s): all services as described in the Agreement, which may also include the performance of marketing activities, the registration of domain names, the development, maintenance and/or hosting of the Material for the Customer.
- 1.5. Intellectual Property Rights: all rights (of intellectual property) including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighboring rights, patent rights, as well as rights to know-how.
- 1.6. Customer Data: all data stored by the Customer on the systems used for the provision of the Service. This includes photos, images, texts, and logos.
- 1.7. Materials: all websites, (web) designs, quiz(s), blogs, whitepapers, logos, folders, brochures, leaflets, lettering, advertisements, marketing and/or communication plans, concepts, images, texts, sketches, documentation, advice, reports, results of tools such as Outgrow and Typeform and (other) products of the mind, as well as preparatory material thereof and the data carriers on which these materials are located.
- 1.8. Quotation: A Written offer from Vet Digital.
- 1.9. Agreement: the agreement between Vet Digital and the Customer on the basis of the deliverable (or delivered) Service of Vet Digital to the Customer and of which the General Terms and Conditions form an integral part.
- 1.10. Party(ies): Vet Digital and the Customer together or separately.
- 1.11. Written: In the General Terms and Conditions, written also includes communication by e-mail, provided that the identity of the sender and the integrity of the content are sufficiently established.
- 1.12. Service Level Agreement: the document agreed between the Parties and designated as such, in which the quality of the Services (availability, response times, etc.) is described.
- 1.13. Confidential Information: all non-public information related to one or both Parties and information which a Party indicates as confidential, or which, by the nature of the information or under the circumstances under which the disclosure takes place, should be treated as confidential.
- 1.14. Website: the website of Vet Digital, accessible via the domain [www.vetdigital.nl](http://www.vetdigital.nl) or the associated subdomains.

## **Article 2. Agreement: applicability and interpretation**

- 2.1. The General Terms and Conditions apply to all offers including Quotations from Vet Digital, the performance of work by or on behalf of Vet Digital and the performance of (future) Agreements.
- 2.2. The applicability of any purchase or other terms and conditions of the Buyer is expressly excluded.
- 2.3. Deviations from and additions to the General Terms and Conditions are only valid if they have been agreed in Writing by both Parties.
- 2.4. If any provision of the Agreement is null, void or is nullified, the other provisions of the General Terms and Conditions will remain in full force. The parties will replace the nullified or voided provisions with new provisions, taking into account the purpose and purport of the void or voided provision as much as possible.
- 2.5. In the event of any contradictions between different documents, the following order of priority applies:
  - a. additional Written and signed agreements;
  - b. approved Quotation;
  - c. Service Level Agreement (if applicable);
  - d. Terms and Conditions.

## **Article 3. Formation of the Agreement**

- 3.1. A Quotation or other offer from Vet Digital is without obligation and is valid for a period of thirty (30) days. Vet Digital is not obliged to accept an acceptance after the expiry of this period, but if Vet Digital proceeds to do so, the Quotation or offer will still be deemed to have been accepted.
- 3.2. Vet Digital is only bound by a deviating acceptance (whether or not on minor points) of an offer from Vet Digital, made by a potential Customer, if Vet Digital expressly accepts the deviating acceptance In Writing.
- 3.3. The Agreement is concluded by the Written acceptance by the Buyer of the Quotation or another offer from Vet Digital.
- 3.4. If the Customer does not explicitly indicate that it agrees with the Quotation or the offer, but nevertheless agrees that Vet Digital performs work or delivers products that fall within the description of the Quotation or the offer or gives the impression that the Quotation or the offer is considered accepted. This also applies if the Customer requests Vet Digital to perform certain activities or deliver products without waiting for a Quotation.
- 3.5. The application of Article 227b paragraph 1 and 227c of Book 6 of the Dutch Civil Code is excluded.

## **Article 4. Execution of the Agreement**

- 4.1. After the Agreement has been concluded, Vet Digital will endeavor to start the implementation of the Agreement as soon as possible, with due observance of sufficient care, professionalism and taking into account the reasonable requirements of the Buyer.

- 4.2. The (delivery) periods announced by Vet Digital are indicative and do not count as strict deadlines.
- 4.3. The Customer will provide Vet Digital with all support that is necessary and desirable to enable correct and timely delivery of the Services. In any case, the Customer will provide Vet Digital with all data that Vet Digital indicates are necessary or of which the Customer should reasonably understand that they are necessary for the performance of the Agreement. If Vet Digital does not have the necessary support and/or information in time, Vet Digital is entitled to suspend its Services. The Customer is not entitled to suspend any payment obligation resting on the Customer. Any related costs will be borne by the Customer.
- 4.4. Vet Digital has the right to engage third parties for the implementation of the Agreement. Any costs associated with this will only be borne by the Customer if this has been agreed in advance.
- 4.5. If the employees of Vet Digital or third parties engaged by Vet Digital perform work at the office of the Customer or at a location designated by the Customer, the Customer will provide all reasonable support and facilities that are required for this free of charge.
- 4.6. If the execution of an assignment forms part of the Agreement and the assignment has been granted with a view to the execution of that assignment by a specific person, Vet Digital may also have the assignment performed by another person under its responsibility.

## **Article 5. Development, delivery, and acceptance of the Material**

- 5.1. The provisions of this article apply with regard to the development of Materials.
- 5.2. The development of Material(s) by Vet Digital on behalf of the Customer will take place based on the project planning.
- 5.3. Vet Digital will deliver the Materials or parts thereof to be developed or modified if, in its professional opinion, they meet the specifications or are fit for use.
- 5.4. Vet Digital has the right, unless otherwise agreed, to use images, software and components of third parties, including stock photos and open-source software, for the development of Materials.
- 5.5. If the Service requires the Customer to provide source materials to Vet Digital, the Customer guarantees at all times that they have all the necessary rights, including licenses, for the provision to and the intended use by Vet Digital. The customer indemnifies Vet Digital against claims from third parties regarding the violation of these rights.
- 5.6. Vet Digital is entitled, but never obliged, to investigate the correctness, completeness or coherence of the source materials, requirements or specifications made available to it and to suspend the agreed work in the event of any imperfections until the Customer has corrected the relevant imperfections. taken away.
- 5.7. The Material will be delivered in phases. After the first phase, a design is delivered by Vet Digital. A number of revision options after the design will be agreed with the Customer. Depending on this number of revisions, the Customer has the option of requesting adjustments, which adjustments Vet Digital will make accordingly in the Material. The material is first delivered in a so-called test version.

- 5.8. After delivery, any liability for defects in the delivered goods lapses, unless Vet Digital knew or should have known the defect at the time of delivery. In any case, any liability for defects in the Material lapses one year after the delivery of the Material for whatever reason.
- 5.9. After delivery, the responsibility lies for correct compliance with the relevant third-party licenses when using the developed Materials at the Customer. Vet Digital will inform the Customer about the applicable license conditions.
- 5.10. Vet Digital gives no guarantees with regard to functioning when using non-current or outdated operating systems, browsers, plug-ins, scripts, other software and hardware, unless and insofar as stated otherwise in the Quotation.

## **Article 6. Web hosting, availability, and maintenance**

- 6.1. If the Services also consist of web hosting and maintenance, Vet Digital will make every effort to realize uninterrupted availability of its systems and networks and to realize access to the Customer data stored by Vet Digital, but only offers guarantees insofar as this has been agreed in a Service. level agreement.
- 6.2. The Client owes a fee for the hosting from the moment the material is delivered in the test phase as described in Article 5.7.
- 6.3. Vet Digital will endeavor to keep the (web server) software it uses up to date. Vet Digital will make every effort to repair errors in Materials and associated software, however Vet Digital is dependent on its supplier(s). Vet Digital is entitled not to install certain updates or patches if, in its opinion, this does not benefit the correct delivery of the Service.
- 6.4. If a certain update is required in the (web server) software used by Vet Digital as a result of an update in the used or purchased third-party software (such as HubSpot, WordPress, Plugins), Vet Digital will inform the Customer about this. The fee for performing these updates is calculated based on the applicable hourly rate.

## **Article 7. Rules of use**

- 7.1. Customer warrants that the Services will not be used for activities that violate any applicable law or regulation. In addition, you are expressly prohibited (whether lawful or not) from posting or distributing through the Services any materials that:
  - a. contain malicious content (such as malware or other malicious software);
  - b. infringe any rights of any third party (such as Intellectual Property Rights), or be defamatory, abusive, discriminatory or hateful;
  - c. contain information that could support the violating of the rights of third parties, such as hacking tools or explanations concerning computer crime;
  - d. contain hyperlinks, torrents, or references to (locations of) Materials that infringe copyrights or other intellectual property rights; or contain children's or any form of pornography or are clearly intended to help others find such materials.
- 7.2. When using the Services, the Customer will behave as Vet Digital may expect from a careful user of the Services.
- 7.3. The customer shall refrain from hindering other customers and Vet Digital or causing damage to the systems and networks of Vet Digital or others. It is prohibited to start up processes or programs that the Customer knows or should reasonably suspect will hinder or damage Vet Digital or others.

- 7.4. If Vet Digital is of the opinion that there has been a violation, it will block access to the material and/or suspend the Service in whole or in part, but without permanently removing it (unless this proves technically impossible, in which case Vet Digital will make a temporary backup). Vet Digital will inform the Customer of the measures taken as soon as possible.
- 7.5. Vet Digital is not liable for the Customer Data or other material that the Customer distributes by using the Service. The Customer indemnifies and will hold Vet Digital harmless against any form of claim, complaint, or action by a third party in connection with (the content of) the Customer data or information that the Customer places on or distributes via the Service.

## Article 8. Domain names

- 8.1. If the Services also consist of applying for and registering domain names, the provisions of this article apply.
- 8.2. The application and allocation procedure for domain names is subject to the rules and procedures of the registering authority, such as the Stichting Internet Domeinregistratie Nederland (SIDN) for .nl domains, and the Internet Corporation for Assigned Names and Numbers (ICANN). The relevant authority decides whether or not to allocate the domain name.
- 8.3. Vet Digital only plays a mediating role in the application procedure. Because the rights of third parties may be at stake, Vet Digital cannot guarantee the right to exist or the continuity of registered domain names.
- 8.4. If the requested domain name has been successfully registered, Vet Digital will send a confirmation e-mail to the Customer. The Customer can only conclude from this confirmation e-mail that the domain name has been successfully registered. An invoice for the registration costs does not include a confirmation of registration.
- 8.5. When using the domain name, the Customer must comply with all laws and regulations and all conditions set by the registering authorities. In particular, when registering domain names, the terms and conditions of the registering authority apply. The use takes place entirely under the responsibility of the Customer. The Customer indemnifies and indemnifies Vet Digital against all damage related to the use of the domain name by or on behalf of the Customer.
- 8.6. The Customer agrees that any disputes about the domain name can be settled via the Dispute Resolution Policies (DRP) of the registering authority, such as SIDN's "Dispute Settlement for .nl Domain Names".
- 8.7. In the event that a domain name is terminated by the Customer themselves or due to a decision on a domain dispute, the Customer shall not be entitled to a replacement domain or refund.
- 8.8. If Vet Digital registers a domain name in its own name for the benefit of the Customer, Vet Digital will provide all reasonable cooperation to a request from the Customer to move, transfer or cancel the relevant domain name. Any associated costs will be borne by the Customer.
- 8.9. Vet Digital has the right to make the domain name inaccessible or block it if the Customer fails to fulfill its obligations under the Agreement and does not rectify this failure within 14 days after written notice of default by Vet Digital.

- 8.10. The use of the domain name is entirely the responsibility of the Customer. The Customer indemnifies and Vet Digital is protected against all damage related to the use of the domain name by or on behalf of the Customer.
- 8.11. If the Agreement is canceled or dissolved due to non-performance by the Customer, Vet Digital has the right to cancel the domain names of the Customer, without being liable for any resulting damage.

## **Article 9. Additional work and changes**

- 9.1. If the Customer requests additional work or services that fall outside the Agreement, or requests additional work, the Parties will consult about this, and Vet Digital will make a proper offer. Vet Digital will only carry out the additional work after acceptance of the offer by the Buyer. Vet Digital has the right to refuse the request for additional work.
- 9.2. Vet Digital does not require permission for additional work of which Vet Digital can demonstrate that it is reasonably necessary for the provision of the Services, or that reasonably follows from the instructions of the Customer. Such work is carried out on the basis of subsequent calculation at the hourly rate of Vet Digital that applies at the time of the performance of the work. Other costs incurred may also be charged.
- 9.3. The Customer is only entitled to make changes to Materials it receives if this has been explicitly agreed. If the Buyer independently implements a change to the Material, this will be done entirely at the Buyer's own risk and responsibility. In case of changes that have taken place without its approval, Vet Digital can refuse further maintenance on the changed or carry out a surcharge on the hourly rate.

## **Article 10. Intellectual Property Rights**

- 10.1. All Intellectual Property Rights vested in the Materials will be transferred from Vet Digital to the Customer unless the Parties agree otherwise In Writing. In addition, Vet Digital retains an unlimited and perpetual license to use the Material and parts thereof in its business operations and to deliver it to others. This does not detract from Vet Digital's obligation to treat Confidential Information of the Customer confidentially.
- 10.2. Upon request and in consultation, Vet Digital will provide the source code of the Materials developed exclusively for the Customer to the Customer. Any related costs will be borne by the Customer
- 10.3. When developing the Material, Vet Digital is entitled to use standard software developed by Vet Digital itself. The Intellectual Property Rights that rest on the standard software developed by Vet Digital therefore remain vested in Vet Digital and/or its licensors.
- 10.4. After delivery of the Material, the responsibility lies with proper compliance with the third-party licenses purchased by Vet Digital when using the developed Material at the Customer. Vet Digital will adequately inform the Customer about the applicable license conditions.
- 10.5. The customer indemnifies Vet Digital against claims from third parties regarding installations and licenses of the software, except insofar as the claims are the result of information or licenses supplied by Vet Digital.
- 10.6. All Intellectual Property Rights vested in the Customer Data or other Materials supplied by the Customer remain vested in the Customer. The Customer indemnifies Vet Digital against any claims from third parties based on the infringement of an



(Intellectual Property) right on account of the Customer data or materials originating from the Customer or its End Users.

- 10.7. Vet Digital is permitted to use the (company) name, the logo, and a general description of the Customer for its own promotion and/or publicity.

## **Article 11. Privacy and Security**

- 11.1. During the performance of the Agreement, Vet Digital processes personal data, whereby the Customer can be regarded as the controller and Vet Digital as the processor. Agreements about processing and security are laid down in the Processing Agreement, which forms an integral part of these General Terms and Conditions.

## **Article 12. Confidentiality**

- 12.1. Both Parties will keep Confidential Information strictly confidential and use it only to the extent necessary for the performance of the Agreement.
- 12.2. The receiving Party shall ensure that Confidential Information receives the same level of protection against unauthorized access or use as its own confidential information, but at least a reasonable level of protection.
- 12.3. The obligation to maintain the confidentiality of any Confidential Information does not apply if and insofar as the receiving Party can prove that the information:
- a. was already in the possession of the receiving Party before the date of provision;
  - b. is made available by a third party without this party violating any duty of confidentiality towards the disclosing Party by providing it;
  - c. is available from public sources, such as newspapers, patent databases, publicly accessible websites, or services; or
  - d. misuse or improper use has been detected.
- 12.4. If a Party receives an order to release Confidential Information from a competent authority, it has the right to proceed with the release. However, the providing Party shall be informed of the order in advance and as soon as possible, unless the order expressly prohibits this. If the providing Party indicates that it wishes to take measures against the order (for example through summary proceedings), the receiving Party will wait with delivery until a decision has been made, insofar as this is legally possible.
- 12.5. Parties also impose this obligation on their employees as well as on third parties engaged by them for the implementation of the Agreement.

## **Article 13. Liability**

- 13.1. Vet Digital is only liable towards the Customer for damage as a result of an attributable shortcoming in the fulfillment of the Agreement, or as a result of an unlawful act or otherwise.
- 13.2. Vet Digital's liability for damage as a result of a shortcoming in the fulfillment of the Agreement, an unlawful act or otherwise, is limited to what Vet Digital's insurer pays out. Vet Digital will make every effort to have the insurer pay out. If no payment is made, the liability per event (whereby a series of successive events counts as one event) is limited to the amount (excluding VAT) that the Customer pays under the Agreement for 12 months.

- 13.3. A condition for the existence of any right to compensation is always that the Customer reports the damage to Vet Digital in writing and by registered mail as soon as possible after becoming aware of it.
- 13.4. Any limitation of liability as included in the Agreement will lapse if and insofar as the damage is the result of intent or willful recklessness on the part of Vet Digital's management.
- 13.5. The Customer indemnifies Vet Digital against any third-party claims arising from a violation of the Agreement by the Customer.
- 13.6. The application of Article 6:271 et seq. of the Dutch Civil Code is excluded.

#### **Article 14. Force majeure**

- 14.1. Vet Digital cannot be held to fulfill any obligation under the Agreement if fulfillment is prevented as a result of force majeure. Vet Digital cannot be held liable for any damage resulting from this.
- 14.2. Force majeure is in any event the case of power failures, internet failures, failures in the telecommunications infrastructure, network attacks (including (D) DOS attacks), attacks by malware or other malicious software, domestic disturbances, mobilization, war, terror, strikes, in - and export barriers, stagnation in supply, pandemic, fire and floods.
- 14.3. If a force majeure situation has lasted longer than ninety (90) days, both Parties have the right to terminate the Agreement immediately In Writing, without any obligation to undo.

#### **Article 15. Duration and cancellation**

- 15.1. The term of the Agreement is laid down in the Agreement. If no duration has been included and if certain Services are provided for an indefinite period according to their scope (such as web hosting, SSL maintenance and domain registration), the Agreement will be entered into for the duration of one (1) year and that it will be tacitly renewed each time by the same term.
- 15.2. This Agreement may be terminated In Writing with one (1) months' notice before the end of the term.
- 15.3. For a one-time Agreement to develop or modify Materials, it will continue for the duration of the completion of the Agreement.
- 15.4. The Customer can prematurely terminate a Service for the development or modification of Materials against payment of a lump sum payment equal to the hours worked at the hourly rate applicable within Vet Digital.
- 15.5. Vet Digital may suspend or terminate the Agreement at any time without notice of default being required, if:
- The Customer has been declared bankrupt;
  - Customer has been granted suspension of payment;
  - the Customer's company is dissolved or liquidated;
  - an attachment has been levied on (part of) the Buyer's assets.
- 15.6. If the Customer is in default with regard to an essential obligation towards Vet Digital, then Vet Digital is entitled to suspend or terminate the Agreement.



## **Article 16. Compensation and payment conditions**

- 16.1. Unless explicitly stated otherwise, all prices quoted by Vet Digital are exclusive of turnover tax and other levies imposed by the government.
- 16.2. Periodic amounts can be charged in advance by Vet Digital.
- 16.3. A fixed price is agreed for the development of the Material. The Buyer owes 50% if the Buyer agrees to carry out the assignment, 40% upon delivery of the first version of the Material and the remaining amount at the time when the number of agreed revision rounds has elapsed, and the Material has been delivered. Deposits for the Material are due upon Vet Digital's notification that work will commence.
- 16.4. All prices in any offer or Quotation and on the Website are subject to programming and typing errors. In the event of any inconsistency between the Website and the Agreement, the Agreement shall prevail at all times.
- 16.5. Vet Digital is entitled to increase the prices used in this Agreement at any time. Vet Digital will inform the Customer of this at least two months in advance. In the event of a price increase, the Customer has the right to terminate the Agreement, with due observance of a notice period of one month.
- 16.6. Vet Digital is entitled to index the prices used in this Agreement annually during the month of January on the basis of the consumer price index of Statistics Netherlands, without the possibility for the Customer to terminate the Agreement.
- 16.7. Vet Digital will send an electronic invoice to the Customer for the amounts owed by the Customer.
- 16.8. The payment term for invoices is 14 days from the date of the invoice unless a longer payment term is indicated on the invoice. If the Buyer does not pay on time, it will be in default by operation of law from 14 days after the date of the invoice, without notice of default being required. If an amount due is not paid within the payment term, commercial interest will be due on the outstanding invoice amount.
- 16.9. In the event of late payment, the Customer is, in addition to the amount due and the commercial interest accrued thereon, obliged to pay full compensation for both extrajudicial and judicial collection costs, including the costs for lawyers, jurists, bailiffs and collection agencies.
- 16.10. If the Customer is in default with regard to an essential obligation towards Vet Digital, then Vet Digital is entitled to suspend or terminate the Agreement.

## **Article 17. Amendment of the Agreement**

- 17.1. Vet Digital reserves the right to unilaterally change or supplement the Agreement, also with regard to existing Agreements. Contractual amendments apply to Agreements already concluded subject to a period of thirty (30) days after notification of the amendment by electronic notification.
- 17.2. If the intended change(s) significantly adversely affects the Services or the position of the Customer, the Customer may terminate the Agreement, provided Vet Digital receives notice to that effect before the date on which the change takes effect.
- 17.3. Changes of minor importance, changes based on the law and changes in favor of the Customer can be made at any time.

#### **Article 18. Transfer of rights and obligations**

- 18.1. Under no circumstances, including a merger or takeover, the Customer is entitled to transfer the rights and obligations under the Agreement to a third party without Vet Digital's Written permission.
- 18.2. The Customer gives Vet Digital the right in advance, without needing the express permission of the Customer, to transfer the Agreement concluded between the Parties in whole or in part to parent, sister and/or subsidiary companies or a third party. party in the event of a merger or acquisition. Vet Digital will notify the Customer if such a transfer has taken place.

#### **Article 19. Final provisions**

- 19.1. Dutch law is applicable.
- 19.2. The Vienna Sales Convention does not apply.
- 19.3. Insofar as not dictated otherwise by mandatory law, all disputes arising from or related to this Agreement will be submitted to the competent court of the district in which Vet Digital has its registered office, on the understanding that Vet Digital is also entitled to settle the dispute to the competent court on other grounds.
- 19.4. All legal claims of the Customer under the Agreement become time-barred - subject to mandatory law provisions - after one year (12 calendar months), counting from the day on which fulfillment of obligations under the Agreement existing between the Parties has become due and payable. This article is without prejudice to the regular statute of limitations of Vet Digital's claims.