SITES for SCHOLARS | THE SCICOMPANION
your partner in clear science communication

General terms & conditions + data processing agreement

Version 8 May 2025

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General terms & conditions

ARTICLE 1 – Applicability & law

1.1. These terms and conditions are applicable to all work performed by Sites for Scholars / The SciCompanion, being all activities offered on the domain name: sitesforscholars.com, thescicompanion.eu, and ilseoosterlaken.nl, or any subdomain thereof, or of the company **Sites for Scholars / The SciCompanion** listed with the Dutch Chamber of Commerce under number 67062407, VAT number NL001989374B64, with its registered office at Munselse Hoeve 14, 5283 TZ, The Netherlands (hereafter: "The SciCompanion"), (to be) performed for natural persons and legal entities ("the client"), unless agreed otherwise in writing.

1.2 Performed work may include but is not limited to the production of texts, reports, templates, graphic designs, illustrations, infographics, animations, websites, code, databases and software, or a combination thereof (hereafter: "the product").

1.3. Deviations and/or additions to these general terms and conditions will apply only if agreed in writing by The SciCompanion and the client. The SciCompanion is entitled in that case to replace the invalid provision with one that approaches the scope of the original as best as possible.

1.4. If these general terms and conditions and the order confirmation or the written agreement contain mutually conflicting provisions, the provisions contained in the order confirmation or written agreement will apply.

1.5. The SciCompanion reserves the right to modify the general terms and conditions at any time. The latest version of the general terms and conditions are available on: https://www.thescicompanion.eu/terms-and-conditions.

1.6. The applicability of any general terms and conditions of the client is expressly excluded.

1.7. All agreements and legal relationships between The SciCompanion and the client are governed by Dutch law.

1.8. All disputes between the client and The SciCompanion will be submitted to the competent court in Amsterdam, without prejudice to the right of The SciCompanion to submit a dispute to any other competent court.

ARTICLE 2 – Offers, cost estimates & prices

2.1. All cost estimates given by The SciCompanion are indicative only, unless otherwise stated by The SciCompanion in writing. The client can never derive any rights from a cost estimate or budget given by The SciCompanion.

2.2. No rights can be derived from any prices mentioned on websites of The SciCompanion.

2.3. All offers made by The SciCompanion are free of obligation and may be revoked by The SciCompanion at any time, unless the offer contains a deadline for acceptance.

2.4. The prices stated in a cost estimate or offer are exclusive of VAT (currently 21%) and government levies, unless otherwise indicated.

2.5. The SciCompanion cannot be held to its offer if, in the opinion of The SciCompanion, the offer contains a manifest mistake or writing error.

2.6. With due observance of the provisions of paragraphs 1 and 2 of this article, the agreement is concluded on acceptance by the client of the offer and the conditions set out therein via an online link provided by The SciCompanion, by telephone or by giving his consent via email.

ARTICLE 3 - Term of contract and delivery periods

3.1. The agreement between The SciCompanion and the client is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties agree otherwise in writing.

3.2. The agreement will be terminated as soon as the agreement has been executed and, in case of subscriptions, following a legally valid notice of termination and compliance with Article 10 paragraph 2.

3.3. Agreed time periods are not firm dates, unless agreed otherwise in writing.

3.4. If a term is exceeded, the client will first provide The SciCompanion with a written notice of default, granting The SciCompanion a reasonable time of time within which to execute the contract, failing which The SciCompanion accepts no liability for losses resulting directly from the delay. If there is a risk of the delivery time being exceeded, the parties will consult will each other on a new planning.

3.5. Exceeding a time period by The SciCompanion does not constitute grounds for termination (*ontbinding*) of the agreement by the client.

3.6. If the delay in delivery is caused by force majeure in accordance with Article 13 or by a cause attributable to the client, such as the provision of new specifications, supplementary information or a changed approach, the supplementary or modified activities will be regarded as additional work, as further described in Article 6 paragraph 3 of these general terms and conditions. The SciCompanion will in that case be entitled, in consultation with the client, to unilaterally determine a new delivery date.

3.7. In case of orders for which the date of delivery is exceeded due to the fault of the client, The SciCompanion reserves the right to charge the client an additional 10% of the amount agreed upon in the order confirmation. For orders with a delivery period of a maximum of 6 months, the minimum delay is 1 month. For assignments with a delivery period of more than 6 months, a minimum delay of 2 months applies.

ARTICLE 4 - Execution of the agreement

4.1. All work is carried out by The SciCompanion to the best of its knowledge and ability and in accordance with the requirements of good workmanship. This obligation has the character of a duty of best endeavours, so that results of the performed work cannot be guaranteed.

4.2. The client will in a timely fashion and in the desired form provide The SciCompanion with all information that it deems necessary, or of which it should be clear to the client that it is important for the execution of the agreement. The client guarantees the accuracy and completeness of this information.

4.3. Changes in the execution of the agreement resulting from the provision of incorrect or incomplete information by the client will be regarded as additional work and will be charged as such at the rates applicable for additional work, as stated on the websites of The SciCompanion (https://www.thescicompanion.com/pricing and https://www.sitesforscholars.com/pricing).

4.4. The client will clearly indicate its wishes / specifications / requirements / preferences prior to the execution of the contract. In the absence of clear design instructions, The SciCompanion will create the product on its own initiative. If the client during or after the execution of the agreement provides The SciCompanion with deviating wishes / specifications / requirements / preferences, which were not made known to The SciCompanion during the discussion(s) prior to the acceptance of the agreement, and The SciCompanion therefore has additional work, the resulting costs will be charged in accordance with the previous paragraph.

4.5. The SciCompanion is entitled to engage third parties whenever it deems such necessary for the execution of the agreement.

4.6. The SciCompanion may suspend the execution of the activities belonging to a subsequent phase until the client has approved the results of the preceding phase in writing.

4.7. If it appears during the execution of the agreement that a change or supplements are required for proper execution of the agreement, the parties will promptly enter into mutual consultation on modifying the agreement. The SciCompanion reserves the right to make changes to the price and period of execution in that case.

4.8. The number of feedback rounds, also known as revision rounds, and their nature are set out in the original offer. Feedback and changes must be made in writing or by email and be complete. Each revision round offers a single opportunity to send a document to feedback. The SciCompanion may charge additional work in accordance with paragraph 3 of this article for (the processing of) feedback that falls outside these feedback rounds.

4.9. The SciCompanion will make websites 'responsive', meaning that it adapts well to different browsers and devices. It is however not guaranteed that the website will work exactly the same or completely flawless on all browsers and devices. The SciCompanion reserves the right to exclude specific browsers or devices from its efforts to make the website responsive. Such an exclusion currently applies to Internet Explorer.

4.9. In case the product is a website, the client is responsible for selecting a hosting company and buying a hosting package, as well as selecting a domain name and registering the domain name. Article 9 applies mutatis mutandis.

4.10. Without being in default as a result, The SciCompanion may refuse a request for amendment of the agreement by the client if The SciCompanion is of the opinion that this is not consistent with proper execution of the agreement.

ARTICLE 5 – Delivery of the product & completion of the agreement

5.1. An agreement is deemed to have been completed after delivery of the agreed product.

5.2 After delivery of the product, the client has 14 days within which to report all visible and invisible errors and defects for which The SciCompanion is responsible, as agreed in the offer. These substantive, technical or design errors will be repaired free of charge within said period of 14 days. If these defects have not been reported within 14 days, the client accepts the product in its condition at the time of delivery ('as is') and The SciCompanion may charge additional work for any changes made thereto.

5.3. Any reference in this document to 'errors' or defects will be understood to mean substantial noncompliance with the functional or technical specifications expressly agreed between the parties in writing. An error is only deemed to exist if the client can prove it and if it is reproducible. The client will report any errors to The SciCompanion without delay.

5.4. Errors and defects that the SciCompanion is not responsible for include but are not limited to errors and defects that have been caused by (a) post-delivery changes to hosting settings (such as the PHP version) or website settings or (b) the post-delivery installation of updates to site components (such as WordPress plugins). In such cases, The SciCompanion may decide to charge the client for the work performed at its usual rates and/or in accordance with the quotation provided to the client.

5.5 In cases where the client is a subject-matter expert regarding the scientific or intellectual content of the product or a part thereof, the client is obliged to check the product delivered by the SciCompanion for inaccuracies and mistakes and accepts the liability resulting from this. Article 9 applies mutatis mutandis.

5.6. The delivery and acceptance of the product takes place in accordance with Article 7:758 Dutch Civil Code.

5.7. The client and The SciCompanion confirm in writing that and when the product is regarded as delivered and accepted.

5.8. Ongoing support for and maintenance of the product are by default not included in the agreement, but can be covered under a separate agreement. The client is thus by default fully responsible for things like securing the product, installing software updates and making backups from the moment of delivery.

5.9. The SciCompanion accepts no liability for loss caused by outdated licenses or software or the costs of purchasing these licenses or other damage, as any liability from the moment of delivery is for the risk and account of the client. The SciCompanion will never be obliged to repair mutilated or lost data.

5.10. If the client requests additional work from The SciCompanion after completion of the agreement, The SciCompanion will charge the client for this extra work at its usual rates - as published on its websites (https://www.thescicompanion.com/pricing and https://www.sitesforscholars.com/pricing) and/or in accordance with the quotation provided to the client.

ARTICLE 6 – Billing & payment

6.1. The SciCompanion may require the client to make a full or partial advance payment.

6.2. Payment will always be made within 14 days of the invoice date.

6.3. If the client remains in default after a written reminder, the client will be in default by operation of law. The client will then also owe the statutory commercial interest rate applicable at the time of default. The statutory commercial interest on the payable amount will be calculated from the moment that the client is in default until the moment of payment of the full amount due.

3.6. In the event of default by the client, The SciCompanion will be entitled to suspend the use of the client's Account or the delivery of the product until the overdue payment has been paid.

3.7. All judicial and extrajudicial collection costs will be borne by the client.

3.8. If an order is cancelled in whole or in part, the work performed, plus any costs incurred, will be charged in full to the client and The SciCompanion's claims against the client will be immediately due and payable.

3.9. The client will never be entitled to set off the amount due to The SciCompanion. Objections against the amount of an invoice do not suspend the payment obligation. The client who does not have recourse to Article 6.5.3 (Articles 231 - 247 Book 6 Dutch Civil Code) is also not entitled to suspend the payment of an invoice for another reason.

ARTICLE 7 – Intellectual and industrial property rights

7.1. All rights of intellectual property and industrial property rights to the product, quotations and preparatory material made available to the client on the basis of the agreement will be vested exclusively in The SciCompanion, its licensors or its suppliers and/or third parties who have made a creative contribution to the realisation of the works on behalf of The SciCompanion.

7.2. Licenses purchased for the creation of the product – such as for example third-party plugins and visual assets - remain the property of The SciCompanion and are only provided once-only with user rights, unless agreed otherwise in writing.

7.3. The client is not permitted to remove or modify any markings regarding the confidential nature or copyrights, trademarks, trade names or any other intellectual property right from the product.

7.4. The SciCompanion will upon the delivery of original products designated as such and other works within the meaning of the Copyright Act grant an exclusive licence for the one-off publication right and exclusively for the agreed use. Republication in the agreed medium, publication in any other medium and any use other than agreed upon is not permitted without the express written consent of The SciCompanion. The SciCompanion may charge a fee for its permission.

7.5. The client will with respect to the product only acquire the rights of use that are expressly granted by the agreement, these terms and conditions and the law. Any other or more extensive right of the client to reproduce and publish the work is not permitted.

7.6. The client may not transfer its right of use to third parties.

7.7. Attribution is mandatory in case of copyright-protected works, unless The SciCompanion has major practical objections to this.

7.8. The client is not permitted to make significant changes to the original products without explicit consent from The SciCompanion.

7.9. It is not permitted to use the product, or parts thereof, in new works / products created by either the client or third parties.

7.10. In the event of significant changes to the original provided product, which are indicated as such and are not approved by The SciCompanion, The SciCompanion may prohibit the use of the product on grounds of the Copyright Act. If this situation leads to the premature termination of the agreement, the client will reimburse the costs insofar as the agreement has been executed, as well as to provide compensation for that part of the assignment that has not yet been carried out.

7.11. Regarding copyright-protected work that is delivered to the government, the client will, upon publication, always make the copyright reservation as referred to in Article 15b of the Copyright Act. The application of this article covers both the publication by and on behalf of the government.

7.12. In the event of infringement of the copyright of original products indicated as such, the client will be liable for damages. Infringements of the copyright of The SciCompanion include:

a) reuse of its work without permission;

b) publication in any medium other than as agreed;

c) damage to its work;

d) publication without attribution.

7.13. The above provisions also apply to products, and draft versions thereof, obtained by The SciCompanion from third parties.

7.14. The SciCompanion retains the right to showcase the product in its portfolio.

ARTICLE 8 - Protection of confidential, personal and other data

8.1. The SciCompanion and the client will only use the confidential information they receive under this Agreement for the purpose for which it is provided. Data will in any case be considered confidential if the client or The SciCompanion has designated it as such.

8.2. Responsibility for the protection of the data processed using a service provided by The SciCompanion lies solely with the client, who will comply with the applicable laws and regulations regarding the online collection and processing of (personal) data. The client guarantees to The SciCompanion that the content, use and/or processing of the data is not unlawful and does not infringe any third-party rights.

8.3. If The SciCompanion deems this to be important for the execution of the agreement, the client will inform The SciCompanion immediately and in writing, upon request, of how the client implements its legal obligations regarding the protection of personal data.

8.4. The client will indemnify The SciCompanion against all claims of persons whose personal data have been registered or are being processed by the client in the context of the execution of the agreement or for which client is otherwise responsible by law.

8.5. If The SciCompanion is obliged under the agreement to provide a form of data security, such security will comply with the security specifications as agreed in writing between the parties. The SciCompanion never guarantees that the data security is effective under all circumstances.

ARTICLE 9 – Liability, indemnification & fore majeure

9.1. The SciCompanion accepts no liability for consequential or indirect loss. Any liability of The SciCompanion is limited to EUR 500.

9.2. All claims of the client will lapse twelve months after the work to which these claims relate has been carried out.

9.3. The client indemnifies The SciCompanion against all third-party claims, including the costs of legal assistance, related to the execution of the agreement.

9.4. If The SciCompanion is held liable by third parties, the client will assist The SciCompanion both in and out of court and will immediately take all measures that may be expected of it in that case.

9.5. The SciCompanion accepts no liability for any damage or loss caused by a hosting company for or third-party services integrated in the website, not even when advice regarding the

choice for a hosting company / hosting package / third-party service has been issued to the client during the execution of the agreement.

9.6. The SciCompanion is not responsible for any infringement of intellectual property rights in relation to the choice of a domain name for a website, not even when advice on that choice has been issued to the client during the execution of the agreement, and accepts no liability for any resulting loss.

9.6. The SciCompanion accepts no liability in case of force majeure and is not obliged to fulfil any obligation towards the client if it is hindered due to force majeure.

9.7. Alongside the meaning given thereto in the law and case law, force majeure within the context of these general terms and conditions is understood as all external causes, foreseen or not foreseen, on which The SciCompanion cannot exert any influence, but as a result of which The SciCompanion is unable to fulfil its obligations. Force majeure includes in any event: illness of The SciCompanion personnel, war or similar situations, riots, terrorism, industrial action, strike, occupation, blockade, failure of The SciCompanion suppliers, government measures such as a transport ban, natural disasters, bad weather, lightning strikes, fire, company and technical failures within the office of The SciCompanion, as well as the non-functioning or downtime of websites hosted by The SciCompanion via the external provider. The SciCompanion is also entitled to invoke force majeure if the circumstance preventing (further) (remote) execution of the agreement occur after The SciCompanion should have fulfilled its obligation.

9.8. The SciCompanion is entitled in the event of force majeure to suspend the obligations arising from the agreement free of charge during the period of force majeure.

Data processing agreement

This data processing agreement is applicable to all processing of personal data to be undertaken by The SciCompanion / Sites for Scholars, registered with the Dutch Chamber of Commerce under number 67062407, (hereinafter: Processor) for the benefit of another party to whom it provides services (hereinafter: Controller).

ARTICLE 1. Purposes of processing

1.1. Processor hereby agrees under the terms of this Data Processing Agreement to process personal data on behalf of the Controller. Processing shall be done solely for the purpose of facilitating orders and payments for products or services of Controller, storing data in the 'cloud' for the benefit of Controller, and associated online services, providing Public Relations and marketing activities for Controller, the transmission of newsletters for Controller, managing the customer administration of Controller, and all purposes compatible therewith or as determined jointly.

1.2. The personal data to be processed by Processor for the purposes as set out in the previous clause and the categories of data subjects involved are set out in Appendix 1 to this Data Processing Agreement. Processor shall not process the personal data for any other purpose unless with Controller's consent. Controller shall inform Processor of any processing purposes to the extent not already mentioned in this Data Processing Agreement. Processor however is permitted to use personal data for quality assurance purposes, including surveys to data subjects and statistical research purposes regarding the quality of Processor's services.

1.3. All personal data processed on behalf of Controller shall remain the property of Controller and/or the data subjects in question.

ARTICLE 2. Processor obligations

2.1. Regarding the processing operations referred to in the previous clause, Processor shall comply with all applicable legislation, including at least all data processing legislation such as the Dutch Data Protection Act.

2.2. Upon first request Processor shall inform Controller about any measures taken to comply with its obligations under this Data Processing Agreement.

2.3. All obligations for Processor under this Data Processing Agreement shall apply equally to any persons processing personal data under the supervision of Processor, including but not limited to employees in the broadest sense of the term.

2.4. Processor shall inform Controller without delay if in its opinion an instruction of Controller would violate the legislation referred to in the first clause of this article.

2.5. Processor shall provide reasonable assistance to Controller in the context of any privacy impact assessments to be made by Controller.

ARTICLE 3. Transfer of personal data

3.1. Processor may process the personal data in any country within the European Union.

3.2. In addition, Processor may transfer the personal data to a country outside the European Union, provided that country ensures an adequate level of protection of personal data and complies with other obligations imposed on it under this Data Processing Agreement and the Dutch Data Protection Act, including the availability of appropriate safeguards and enforceable data subject rights and effective legal remedies for data subjects.

3.3. Processor shall report to Controller of the countries involved. Processor warrants that, considering the circumstances that appy to the transfer of personal data or any category of transfers, the country or countries outside the European Union have an adequate level of protection.

3.4. In particular Processor shall take into account the duration of the processing, the country of origin and the country of destination, the general and sector-based rules of law in the country of destination and the professional rules and security measures which are complied with in that country.

ARTICLE 4. Allocation of responsibilities

4.1. The authorised processing operations shall be performed by employees of Processor within an automated environment.

4.2. Processor is solely responsible for the processing of personal data under this Data Processing Agreement in accordance with the instructions of Controller and under the explicit supervision of Controller. For any other processing of personal data, including but not limited to any collection of personal data by Controller, processing for purposes not reported to Processor, processing by third parties and/or for other purposes, the Processor does not accept any responsibility.

4.3. Controller represents and warrants that the content, usage and instructions to process the personal data as meant in this Data Processing Agreement are lawful and do not violate any right of any third party.

ARTICLE 5. Involvement of sub-processors

5.1. Processor shall involve third parties in the processing under this Data Processing Agreement on the condition that such parties are reported in advance to the Controller; Controller may object to a specific third party if its involvement would reasonably be unacceptable to it.

5.2. In any event, Processor shall ensure that any third parties are bound to at least the same obligations as agreed between Controller and Processor. Controller has the right to inspect the agreements containing such obligatons.

5.3. Processor represents and warrants that these third parties shall comply with the obligations under this Data Processing Agreement and is liable for any damages caused by violations by these third parties as if it committed the violation itself.

ARTICLE 6. Security

6.1. Processor shall use reasonable efforts to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk for the processing operations involved, against loss or unlawful processing (in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed).

6.2. Processor does not warrant that the security is effective under all circumstances. If any security measure explicitly agreed in this Data Processing Agreement is missing, then Processor shall use best efforts to ensure a level of security appropriate to the risk taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

6.3. Controller shall only provide personal data to Processor for processing if it has ensured that the required security measures have been taken. Controller is responsible for the parties' compliance with these security measures.

ARTICLE 7. Notification and communication of data breaches

7.1. Controller is responsible at all times for notification of any security breaches and/or personal data breaches (which are understood as: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed) to the competent supervisory authority, and for communication of the same to data subjects. In order to enable Controller to comply with this legal requirement, Processor shall notify Controller within 48 hours after becoming aware of an actual or threatened security or personal data breach.

7.2. A notification under the previous clause shall be made at all times, but only for actual breaches.

7.3. The notification shall include at least the fact that a breach has occurred. In addition, the notification shall:

a) describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;

b) describe the likely consequences of the personal data breach;

c) describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

ARTICLE 8. Processing requests from data subjects

8.1. In the event a data subject makes a request to exercise his or her legal rights under data protection legislation to Controller, Processor shall pass on such request to Controller, and Controller shall process the request. Processor may inform the data subject of this passing on.

ARTICLE 9. Confidentiality obligations

9.1. All personal data that Processor receives from Controller and/or collects itself is subject to strict obligations of confidentiality towards third parties. Processor shall not use this information for any goals other than for which it was obtained, not even if the information has been converted into a form that is no longer related to an identified or identifiable natural person.

9.2. The confidentiality obligation shall not apply to the extent Controller has granted explicit permission to provide the information to third parties, the provision to third parties is reasonably necessary considering the nature of the assignment to Controller or the provision is legally required.

ARTICLE 10. Audit

10.1. Controller has the right to have audits performed on Processor by an independent third party bound by confidentiality obligations to verify compliance with the Data Processing Agreement, and all issues reasonably connected thereto.

10.2. This audit may be performed in case a substantiated allegation of misuse of personal data has arisen.

10.3. Processor shall give its full cooperation to the audit and shall make available employees and all reasonably relevant information, including supporting data such as system logs.

10.4. The audit findings shall be assessed by the parties in joint consultation and may or may not be implemented by either party or jointly.

10.5. The costs of the audit shall be borne by Controller.

ARTICLE 11. Liability and contractual fine

11.1. The liability of Processor for any damages as a result of a reputable failure to comply with this Data Processing Agreement, unlawful acts or otherwise, is excluded. To the extent such liability cannot be excluded, it is limited to direct damages per event (a sequence of successive events counting as one event), up to the amount received by Controller for all activities under this Data Processing Agreement for the month prior to the event. Any liability of Processor for direct damages shall in any event never be more than € 1.000,00.

11.2. Direct damages shall include only:

a) damages to physical objects;

b) reasonable and proven costs to cause Processor to regain compliance with this Data Processing Agreement;

c) reasonable costs to assess the cause and extent of the direct damage as meant in this article; and

d) reasonable and proven costs that Controller has incurred to limit the direct damages as meant in this article.

11.3. Any liability for indirect damages by Processor for indirect damages is excluded. Indirect damages are all damages that are not direct damages, and thus including but not limited to consequential damages, lost profits, missed savings, reductions in goodwill, standstill damages, failure to meet marketing requirements, damages as a result of using data prescribed by Controller, or loss, corruption or destruction of data.

11.4. No limitation of liability shall exist if and to the extent the damages are a result of intentional misconduct or gross negligence on the part of Processor or its directors.

11.5. Unless a failure by Processor is incapable of redress, any liability shall exist only if Controller puts Processor on notice of default, including a reasonable term for addressing the failure, and Processor fails to comply even after this term. The notice shall contain a detailed description of the failure to ensure that Processor has a reasonable opportunity to address the failure.

11.6. Any claim for damages from Controller to Processor that is not specifically notified in detail shall be extinguished by the passage of twelve (12) months after the date its cause first arose.

11.7. Processor shall maintain adequate professional liability insurance for any liability under this article. The insurance policy shall be made available upon request.

11.8. In case of a violation of the Data Processing Agreement Processor shall pay to Controller a contractual fine of € 500,00 per violation and € 0,00 per day such violation continues. This fine is notwithstanding the right to demand compensation for actual damages.

ARTICLE 12. Term and termination

12.1. This Data Processing Agreement enters into force upon signature by the parties and on the date of the last signature.

12.2. This Data Processing Agreement is entered into for the duration of the cooperation between the parties.

12.3. Upon termination of the Data Processing Agreement, regardless of reason or manner, Processor shall - at the choice of Controller - return in original format or destroy all personal data available to it.

12.4. Processor is entitled to amend this Data Processing Agreement from time to time. Processor shall notify the Controller of amendments at least three months prior to their taking effect. Controller may terminate if the amendments are unacceptable to it.

ARTICLE 13. Applicable law and competent venue

13.1. This Data Processing Agreement and its execution are subject to Dutch law.

13.2. Any disputes that may arise between the parties in connection with this Data Processing Agreement shall be brought to the competent court for the place of business of Processor.

Appendix 1: Stipulation of personal data and data subjects

Personal data Processor may process the below personal data under the supervision of Controller, as specified in article 1 of the Data Processing Agreement:

a) Names and addresses

b) Telephone numbers

c) E-mail addresses

d) IP addresses

e) Bank accounts

f) Social media accounts

g) (Portrait) photos

Of the following categories of data subjects:

a) Customers

b) Personnel

c) Suppliers

d) Account holders

e) Website visitors

f) Leads and potential customers

g) Members

Controller represents and warrants that the description of personal data and categories of data subjects in this Appendix 1 is complete and accurate, and shall indemnify and hold harmless Process for all faults and claims that may arise from a violation of this representation and warranty.