

General terms and conditions TimeBlindr B.V.

These are the general purchase, delivery and service conditions ('Terms and Conditions') of the private limited company TimeBlindr B.V.

Definitions

"Availability" means the availability of the platform in accordance with the applicable Service Level Agreement (SLA);

"Data Subject(s)" means the person(s) to whom a Personal Data relates.

"Schedule" an attachment to this Processor Agreement, which forms an inseparable part thereof.

"Order Form" an attachment agreeing (per project) what services or products will be purchased, at what amounts and pricing will be used;

"Personal Data(s)" any data relating to a natural person who can thereby be directly or indirectly identified, in particular by means of an identification number or of one or more specific elements characterising his or her physical, physiological, psychological, economic, cultural or social identity.

"Framework Agreement" means the present Agreement including Annexes and any amendments or supplements thereto;

"SaaS" means software offered as an online service including hosting, maintenance and technical management.

"Service Level Agreement or SLA" means the agreement annexed to this Agreement between Ticketcounter and Customer setting out the agreements on the availability of the Ticketing Service and the service level;

"Software" means all computer programmes, libraries and associated data developed and/or made available by TimeBlindr;

"Processing/Processing" any operation or set of operations concerning Personal Data, including in any case the collection, recording, organisation, storage, updating, modification, retrieval, consultation, use, provision by means of transmission, dissemination or any other form of making available, bringing together, linking, as well as blocking, erasure or destruction of data

"Processor Agreement" this agreement between Processor and Controller including Annexes.

Article 1 - General

1. These Terms and Conditions apply to every offer, quotation and agreement between TimeBlindr and a ("Client") to which TimeBlindr has declared these Terms and Conditions applicable, unless the parties have agreed otherwise in writing.
2. These Terms and Conditions also apply to all agreements with TimeBlindr, the execution of which requires the involvement of third parties.
3. Any deviations from these Conditions are only valid if expressly agreed in writing.
4. The applicability of any purchase, delivery or other conditions of the Client is expressly rejected.
5. If one or more provisions of these Terms and Conditions are null and void or annulled, the remaining provisions of these Terms and Conditions shall remain fully applicable. TimeBlindr and Client shall then consult to agree on new provisions to replace the void and/or voided provisions, in which case the purpose and meaning of the original provision shall be observed as much as possible.
6. Once these Terms and Conditions have applied to a legal relationship between TimeBlindr and Client, Client is deemed to have agreed in advance to the applicability of these Terms and Conditions to agreements concluded and to be concluded thereafter.

7. Client's rights and obligations under an agreement are not transferable without TimeBlndr's express written consent.

Article 2 - Offers and tenders

1. Offers made by TimeBlndr are without obligation; they are valid for 60 days, unless otherwise agreed. TimeBlndr is only bound to the offers if the acceptance is confirmed in writing by Client within 60 days.
2. If the acceptance deviates from the offer included in the quotation, even if only on minor points, TimeBlndr is not bound to it. An agreement will then not be concluded in accordance with this deviating acceptance, unless TimeBlndr has agreed to it in writing.
3. A compound quotation does not oblige TimeBlndr to execute part of an order or deliver a product against a corresponding part of the quoted price.
4. Offers or quotations do not automatically apply to future assignments or follow-up orders.
5. TimeBlndr cannot be held to its offers if, given the requirements of reasonableness and fairness and generally accepted views, Client should understand that the offer or quotation, or any part thereof, contains an obvious mistake or clerical error.

Article 3 - Execution of an agreement

1. TimeBlndr shall execute an agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship and the then known state of science and technology. Agreements entered into by TimeBlndr are, unless explicitly agreed otherwise in writing, an obligation of effort.
2. If an agreement is entered into with a view to execution by a certain person, TimeBlndr is always entitled to replace this person by one or more other persons with the same qualifications.
3. TimeBlndr is entitled to have certain work carried out by third parties.
4. Client shall provide TimeBlndr with all support necessary and desirable to execute an agreement. In any case, the Client shall ensure that all data, which TimeBlndr indicates to be necessary or which the Client should reasonably understand to be necessary for the execution of an agreement, are provided to TimeBlndr in time. If the data required for the execution of an agreement are not provided to TimeBlndr in time, TimeBlndr is entitled to suspend the execution of an agreement and/or to charge the extra costs resulting from the delay to the Client according to the usual rates.
5. If it is agreed that an agreement will be executed in phases, TimeBlndr can suspend the execution of those parts belonging to a following phase until the Client has approved the results of the preceding phase in writing.
6. If work is carried out by TimeBlndr or third parties engaged by TimeBlndr in the context of an order or agreement at the location of the Client or a location designated by the Client, the Client shall provide the facilities reasonably required by those employees free of charge. Client guarantees that this location meets all reasonable safety requirements.

Article 4 - Amendments to an agreement

1. If, during the execution of an agreement, it appears that for a proper execution it is necessary to change or supplement the work to be done, parties will timely and in mutual consultation adapt the agreement accordingly.
2. If the parties agree that an agreement is amended or supplemented, the time of completion of the execution may be affected as a result. TimeBlndr will inform the Client of this as soon as possible.
3. If the amendment or supplement to an agreement will have financial and / or qualitative consequences, TimeBlndr will inform the Client in advance and if a fixed amount of money / budget has been agreed, TimeBlndr will also indicate to what extent the amendment or supplement to the agreement will result in an overrun of this budget.
4. Notwithstanding paragraph 3, TimeBlndr shall not be able to charge extra costs if the amendment or supplement is the result of circumstances attributable to TimeBlndr.

5. If, at the request or with the prior consent of the Client, TimeBlndr has carried out work or delivered other performances or products that fall outside the content or scope of the agreed service provision, such work or performances shall be reimbursed by the Client to TimeBlndr. However, TimeBlndr is not obliged to comply with such a request and may require that a separate written agreement be concluded for that purpose.

Article 5 - Contract duration; term of execution

1. An agreement between TimeBlndr and a Client is entered into for 12 months with an automatic renewal of 12 months each time. Unless otherwise agreed in writing.
2. If a term is agreed within the term of an agreement for the completion of certain work, this is never a fatal term. All terms and dates mentioned by TimeBlndr are always target dates, unless explicitly agreed otherwise in writing. TimeBlndr shall not be in default until it has first been declared in default in writing and given a reasonable time to remedy the situation.

Article 6 - Prices and tariffs

1. Prices, rates and any cost estimates are exclusive of VAT and other government levies. Prices quoted by TimeBlndr are, unless agreed otherwise, exclusive of VAT and other government levies, as well as possible costs to be incurred in the context of an agreement, including shipping-, administration- and handling costs.
2. TimeBlndr is entitled to pass on price increases if TimeBlndr can demonstrate that between the moment of offer and delivery, costs that are part of the products or services to be delivered have risen considerably.
3. In addition, TimeBlndr is entitled to increase the fee or prices if, during the execution of the work, it appears that the originally agreed or expected amount of work was underestimated to such an extent when the agreement was concluded, and this is not attributable to TimeBlndr, that TimeBlndr cannot reasonably be expected to carry out the agreed work or deliver products at the originally agreed prices.
4. TimeBlndr shall notify the Client in writing of the intention to increase prices, stating the extent of and the date on which the increase will take effect.
5. In case of a price increase, Client is entitled to dissolve the agreement if prices are increased within three months after entering into the agreement. After expiry of this period, Principal is entitled to dissolve the agreement if the increase exceeds 10%. Client is not entitled to dissolve if the price increase results from a government-imposed increase.
6. If Client does not wish to accept the price increase communicated by TimeBlndr, Client is entitled to terminate the agreement in writing within seven working days after said notification, or to cancel an order by the date stated in TimeBlndr's notification on which the price or rate adjustment would take effect.
7. TimeBlndr is entitled to adjust prices each year, including for current agreements, on 1 January, in accordance with the general CBS wage index (Cao wages, contractual wage costs and working hours; index figures (2020=100)).

Article 7 - Payment

1. All payments must be made within 30 days of the invoice date, in a manner indicated by TimeBlndr, in the currency invoiced. Objections to the amount of invoices do not suspend the payment obligation. Client is not authorized to set off any (alleged) counterclaim against TimeBlndr against invoices sent.
2. By default, services are invoiced in their entirety at the start of the contract or assignment.
3. If Client fails to make payment within the 30-day period, Client shall be in default by operation of law. Client shall then owe interest of 1.5% per month, unless the statutory interest rate is higher in which case the statutory interest rate shall apply. The interest on the amount due and payable will be calculated from the moment that Principal is in default until the moment of payment of the full amount.
4. In case of (imminent) liquidation, bankruptcy, seizure or suspension of payment of Principal, TimeBlndr's claims on Principal are immediately due and payable.

5. TimeBlndr is entitled to have the payments made by the Principal go first of all to reduce the costs, then to reduce the interest falling due and finally to reduce the principal sum and the current interest. TimeBlndr may, without thereby falling into creditor default, refuse an offer of payment if the Client proposes a different order of payment. TimeBlndr can refuse full repayment of the principal sum, if this does not include the accrued and current interest as well as the costs.

Article 8 - Collection costs

1. If Principal is in default or breach of contract in the (timely) fulfilment of his obligations, all reasonable costs incurred to obtain satisfaction out of court shall be borne by Principal. In any case, the Client shall owe collection costs in the event of a monetary claim. The collection costs are calculated in accordance with the collection rate.
2. If TimeBlndr has incurred higher costs, which were reasonably necessary, these are also eligible for compensation.

Article 9 - Inquiries, complaints

1. Complaints about services rendered or products delivered, including software, must be reported in writing (by registered mail) to TimeBlndr by the Client within 8 days after discovery, but no later than 14 days after completion of the services or delivery of the products. The notice of default must contain as detailed a description of the shortcoming as possible, so that TimeBlndr is able to respond adequately.
2. If a complaint is well-founded, TimeBlndr shall still perform the work or deliver the products as agreed, unless this has meanwhile become demonstrably pointless for the Client. The latter must be made known by the Client in writing.
3. If the subsequent performance of the agreed work or delivery of products is no longer possible or meaningful, TimeBlndr shall only be liable within the limits of article 13.

Article 10 - Termination

1. The agreement can be terminated in writing with due observance of a term of 2 months before the end of the term of the contract.
2. If an agreement is terminated prematurely by Client, TimeBlndr is entitled to compensation due to the ensuing and plausible loss, unless facts and circumstances underlying the termination are attributable to TimeBlndr. In addition, Client is then obliged to pay the invoices for work done up till that moment. The provisional results of the work carried out up to that time will be made available to Client under reservation.
3. If the transfer of the work involves extra costs for TimeBlndr, these shall be charged to Principal at TimeBlndr's usual rates at the time.

Article 11 - Suspension and dissolution

1. TimeBlndr is entitled to suspend the fulfilment of its obligations or to dissolve an agreement if:
 - a) Client does not fulfil or does not fully fulfil the obligations under an agreement.
 - b) after an agreement is concluded, TimeBlndr learns of circumstances giving good reason to fear that Client will not fulfil the obligations. In case good grounds exist to fear that the Client will only partially or improperly fulfil his obligations, suspension is only allowed to the extent the shortcoming justifies it.
 - c) Client was requested to provide security for the fulfilment of his obligations under the agreement when concluding the agreement and this security is not provided or insufficient.
2. TimeBlndr is furthermore entitled to dissolve the agreement (have the agreement dissolved) if circumstances arise of such a nature that fulfilment of the agreement becomes impossible or can no longer be demanded in accordance with the standards of reasonableness and fairness, or if other circumstances arise of such a nature that unaltered maintenance of the agreement can no longer be reasonably expected.

3. If, at the moment of dissolution and/or termination as referred to in articles 12 and 13, Client has already received performances in execution of an agreement, these performances and the related payment obligation shall not be the subject of undoing, unless TimeBlndr is in default with regard to this performance. Amounts that TimeBlndr has invoiced before the dissolution in connection with what it has already carried out and/or delivered in execution of the agreement shall, with due observance of the provisions in the previous sentence, remain undue and shall become immediately payable at the time of dissolution.
4. TimeBlndr and Client are each always entitled to dissolve a concluded agreement in writing and with immediate effect, without judicial intervention if:
 - a) the other party applies for a moratorium or is declared bankrupt;
 - b) the other party imputably fails in the fulfilment of its obligations and has not remedied this failure within 14 days after being warned to do so, insofar as this failure reasonably justifies dissolution.
5. In all cases, TimeBlndr retains the right to claim compensation for damages suffered by it.

Article 12 - Guarantee

1. The agreement for the delivery of services between the Client and TimeBlndr is, unless otherwise agreed, a best-efforts obligation whereby TimeBlndr guarantees that employee(s) to be deployed by it have necessary knowledge and skills in relation to the assignment(s) to be carried out.
2. On delivery of TimeBlndr's own products, including software, TimeBlndr guarantees that these products will function for a period of 90 days in accordance with the specifications, manuals and documentation supplied with those products. The delivery of other items by TimeBlndr, originating from one or more third parties, is subject to the guarantee(s) applied by such third party(ies).

Article 13 - Liability

1. If TimeBlndr should be liable for any damage whatsoever, this liability is limited to what is arranged in this article. Outside the cases mentioned in this article, TimeBlndr is not liable for compensation regardless of the ground on which an action for compensation will be based.
2. TimeBlndr's total liability for damage or other claims due to attributable shortcomings in the fulfilment of an agreement, an unlawful act or otherwise, shall be limited to compensation of direct damage to a maximum of 2 times the amount of the price or fee stipulated in the agreement concerned. However, if an agreement has a duration of more than 6 months, the stipulated price shall be set to the part payable over the last 6 months. In no case, however, shall the total compensation for direct damage exceed Euro 10,000.
3. This limitation of liability also expressly applies in respect of any guarantees or indemnity obligations provided by TimeBlndr.
4. Direct damage is exclusively understood as:
 - The reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to direct damage in the sense of these Terms and Conditions;
 - Any reasonable costs incurred to have TimeBlndr's faulty performance comply with the agreement, unless these cannot be attributed to TimeBlndr;
 - Reasonable costs incurred to prevent or limit damage, insofar as Client demonstrates that these costs have led to the limitation of direct damage as referred to in these Terms and Conditions.
5. TimeBlndr is never liable for indirect damage, including consequential damage, loss of profit, lost data, missed savings and damage due to business stagnation.
6. The limitations of liability for direct damage included in these Terms and Conditions do not apply if the damage is due to intent or gross culpable recklessness of TimeBlndr or its subordinates.

7. TimeBlindr's liability due to attributable shortcomings in the fulfilment of an agreement only arises if the Client gives TimeBlindr notice of default forthwith, properly and in writing, whereby a reasonable term is given to remedy the shortcoming and TimeBlindr continues to fail imputably in the fulfilment of its obligations even after that term. The notice of default must contain as detailed a description of the shortcoming as possible, so that TimeBlindr is able to respond adequately.
8. TimeBlindr is not liable for damage, of whatever nature, due to the fact that TimeBlindr relied on incorrect and/or incomplete data provided by Client, unless TimeBlindr should have been aware of this incorrectness or incompleteness.

Article 14 - Indemnifications

1. The Client indemnifies TimeBlindr against claims of third parties concerning intellectual property rights on materials or data provided by the Client, which are used in the execution of an agreement or have been made available by the Client.
2. Client also indemnifies TimeBlindr for other possible claims of third parties, which suffer damage in connection with the execution of the agreement and which is attributable to Client.
3. If Client provides TimeBlindr with information carriers, electronic files or software etc., Client guarantees that these information carriers, electronic files or software are free of viruses and defects.

Article 16 - Transfer of risk

1. The risk of loss of or damage to the goods that are the subject of an agreement shall pass to Client at the moment they are actually delivered to Client and thus come under the control of Client or a third party to be designated by Client.

Article 17 - Force majeure

1. A Party is not obliged to fulfil any obligation if they are prevented from doing so as a result of a circumstance that is not attributable to its fault, and which is not for their account by virtue of the law, a legal act or generally accepted practice.
2. In these Terms and Conditions, force majeure is understood, in addition to its definition in the law and jurisprudence, to mean all external causes, foreseen or unforeseen, which TimeBlindr cannot influence, but as a result of which TimeBlindr is unable to fulfil its obligations. Strikes at TimeBlindr's company are included, as well as disturbances in networks, telecommunication failures, infrastructure as well as scarcity or stock shortages.
3. TimeBlindr is also entitled to invoke force majeure if the circumstance preventing (further) fulfilment occurs after TimeBlindr should have fulfilled its obligations.
4. The parties may suspend obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to pay damages to the other party.
5. Insofar and if TimeBlindr has already partially fulfilled its obligations under the agreement at the time force majeure occurred or will be able to fulfil them, and the fulfilled or still to be fulfilled part has independent value, TimeBlindr is entitled to invoice the fulfilled or still to be fulfilled part separately. Client is obliged to pay this invoice as if it were a separate agreement.

Article 18 - Secrecy

1. Both parties are obliged to keep confidential all confidential information they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if it arises from the nature of the information.

This article does not apply to information that:

- a) is or becomes generally available to the public due to causes other than disclosure by the receiving Party in breach of this Agreement;
- b) was already in the possession of the receiving Party before it was disclosed to it by or on behalf of the disclosing Party;

- c) is made available to the receiving Party on a non-confidential basis by a source other than the disclosing Party, which is not bound to keep that information confidential; or
 - d) created by the receiving Party itself before it was provided to the receiving Party by the disclosing Party.
2. If, on the basis of a legal provision or a legal judgement, TimeBlndr is obliged to disclose confidential information to third parties appointed by the law or the competent judge, and TimeBlndr cannot invoke a legal or by the competent judge acknowledged or allowed right to refuse to give evidence, TimeBlndr is not obliged to pay damages or compensation and Client is not entitled to dissolve the agreement.

Article 19 - Intellectual property and copyrights

1. TimeBlndr grants Client for the duration of the Agreement a terminable, non-exclusive and non-transferable access and use right of the software in question
2. All rights of intellectual or industrial property to all products developed, delivered or made available under an Agreement, including websites or software, advice, designs, sketches, drawings, as well as preparatory material thereof, shall be held exclusively by TimeBlndr or its licensors, unless expressly agreed otherwise in writing.
3. All documents provided by TimeBlndr, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are exclusively intended to be used by the Client for the purpose for which they have been made available to him and may not be reproduced, made public, or brought to the notice of third parties by him without TimeBlndr's prior consent, unless the nature of the documents provided dictates otherwise.
4. TimeBlndr reserves the right to use the knowledge gained by the execution of the work for other purposes, as long as no confidential information is brought to the knowledge of third parties.
5. Client is not allowed to remove or change any indication concerning copyrights, brands, trade names and other rights of intellectual or industrial property from or of products, advice, agreements, designs, sketches, drawings, as well as preparatory material thereof.

Article 20 - Non-acquisition of personnel

1. During the term of the agreement and for one year after termination thereof, Client shall not, except after proper consultation with TimeBlndr where as a result of such consultation TimeBlndr has given its permission, in any way, employ or otherwise, directly or indirectly, allow employees of TimeBlndr or of companies which TimeBlndr has called upon to execute the agreement and which are (were) involved in the execution of the agreement, on penalty of a fine of 5.000 Euro and 1,000 Euro per day that the violation continues.

Article 21 - Disputes and applicable law

1. Parties will only appeal to the court after they have made every effort to settle a dispute in mutual consultation.
2. Dutch law applies to every agreement between TimeBlndr and the Client.
3. The court in Arnhem, Gelderland has exclusive jurisdiction to take cognisance of disputes arising from, or related to, agreements between TimeBlndr and Principal.

Article 22 - Amendment and location of the Terms and Conditions

1. The most recent Terms and Conditions can be found on the website <https://www.TimeBlndr.com>.
2. TimeBlndr reserves the right to unilaterally amend or supplement these Terms and Conditions, also with regard to already existing agreements. If Client does not wish to accept a change in these Terms and Conditions, he/she may dissolve an agreement to which these Terms and Conditions apply until the date on which the new Terms and Conditions enter into force.
3. Changes will be announced no later than 2 months before they take effect via an e-mail and publication on <https://www.TimeBlndr.com>.