

General terms and conditions

Coöperatie Onsist U.A.

Article 1. Definitions

- 1.1. The capitalised words are defined as follows in these general terms and conditions unless expressly indicated otherwise or determined otherwise by the context:

Account:	The Account of the Client on the Portal;
Company:	The legal entity or the natural person which or who acts in the pursuit of its profession or company;
Consumer:	The natural person not acting in the pursuit of his profession or a company;
Service:	The service provides to the Client by Onsist in the context of the Agreement;
Portal:	The customer portal made available by Onsist at https://my.onsist.com/ to which the Client has access after logging in;
Onsist:	The user of these general terms and conditions: Coöperatie Onsist U.A., established at Jagersef 7 in Ermelo, Netherlands, registered with the Chamber of Commerce with CoC number 61488135;
Client:	The legal entity or the natural person which or who has concluded or wishes to conclude an Agreement with Onsist;
Agreement:	The agreement between Onsist and the Client;
In Writing/Written:	In writing or by email;
Website:	The www.onsist.com website managed by Onsist.

- 1.2. Unless the context determines otherwise, the definitions set out above used in the singular will also refer to the plural.

Article 2. General

- 2.1. These general terms and conditions govern all offers by Onsist and all Agreements.
- 2.2. Amendments to these general terms and conditions will only be valid if accepted In Writing by Onsist.
- 2.3. Onsist expressly rejects the applicability of the general (purchase) conditions of the Client (acting as a Company).
- 2.4. Onsist has the right to amend these general terms and conditions and to declare the amended general terms and conditions applicable to the existing Agreement. The Client will be informed of the amended general terms and conditions and their effective date In Writing well in advance. If the new version of these general terms and conditions is more detrimental to the Client than the preceding version, the Client (if it is a Consumer) will have the right to terminate the Agreement prematurely with effect from the day on which the new version of the general terms and conditions takes effect.
- 2.5. If one or more provisions of these general terms and conditions are found to be invalid or void, the remaining provisions of these general terms and conditions will remain in full force and effect. Onsist will replace the invalid or void provisions, in which respect the purpose and scope of the original provision(s) will be observed as much as possible.
- 2.6. If Onsist does not always require strict compliance with these general terms and conditions, this will not mean that these general terms and conditions are no longer applicable, or that Onsist loses its right to claim strict compliance with these general terms and conditions in later events, irrespective of the whether these are similar to the initial situation.

Article 3. Offer

- 3.1. All offers of Onsist are fully non-binding.
- 3.2. The Client is responsible for the accuracy and completeness of the requirements and specifications of the performance and all information used by Onsist for the offer.
- 3.3. Manifest mistakes or errors on the Website or in quotations, email messages, and publications of Onsist will not be binding to it.
- 3.4. Quotations and prices do not automatically apply to future Agreements.
- 3.5. Anything provided by Onsist in the context of a quotation will remain its inalienable property and must be returned immediately by the Client at the first request of Onsist.

Article 4. Conclusion of the Agreement

- 4.1. The Agreement will be concluded at the moment on which the Client:
 - a. Has completed the ordering process through the Portal; or
 - b. Explicitly accepted the quotation submitted by Onsist In Writing.
- 4.2. If the Agreement has been concluded through the Portal, Onsist will send the Client a confirmation by email.

Article 5. Right of revocation of the Client (a Consumer)

- 5.1. The Client (if it is a Consumer) has the right to dissolve the Agreement within 14 days of its conclusion.
- 5.2. If Onsist has started to execute the Agreement during the revocation period at the explicit request of the Client, the Client will owe Onsist an amount equal to that part of the obligations met by Onsist at the moment on which the Client invokes its right of revocation in relation to the complete fulfilment of the obligation.
- 5.3. If the Client exercises its right of revocation, Onsist will refund any costs already paid by the Client for the Agreement or a part thereof, if Article 5.2 applies, within 14 days.

Article 6. Effective period, renewal, and termination

- 6.1. The Client can choose between the following effective periods of the Agreement: 1 month, 3 months, 6 months, or 12 months.
- 6.2. The Agreement will always be tacitly renewed after the expiry of the effective period by the period for which the Agreement was concluded unless the Agreement is terminated. The Agreement can be terminated with effect from the end of the effective period. The Client must terminate the Agreement at least 7 days before the fee for the Agreement is charged.
- 6.3. The Agreement with the Client (if it is a Consumer) will only be renewed if the Client has given explicit permission for this.
- 6.4. Termination must take place In Writing or through the Portal.

Article 7. Account

- 7.1. If the Client has forgotten the passwords of its Account, the Client can click on the designated link to receive an email to change its password.
- 7.2. If the Client concludes that an unauthorised third party is using its Account, the Client must inform Onsist as soon as possible to allow it to take suitable measures.
- 7.3. Onsist will never be liable for damage or costs that are the result of abuse of the login credentials of the Client or the Account.
- 7.4. Onsist offers two-factor authentication for securing the Account.
- 7.5. The Account cannot be transferred to or shared with a third party.

Article 8. Execution of the Agreement

- 8.1. Onsist will carry out the Agreement to the best of its ability as a careful professional. Onsist does not guarantee that its work will lead to the intended result. The commitment is a best-efforts obligation, not an obligation to achieve certain results. The remuneration of Onsist does not depend on the result.
- 8.2. Onsist explicitly does not guarantee that the purchase of the Service leads to finding and/or removing all content on the Internet and/or all (online) actions that infringe on the (intellectual property) rights of the Client and/or those that harm the (online) reputation of the Client or to identifying illegal activities conducted using the data of the Client. Onsist cannot guarantee that its software will find all illegal copies of content of the Client on the Internet or all illegal use of data of the Client.
- 8.3. Onsist does not guarantee that the purchase of the Service will ensure that the Client does not become the victim of fraud, deception, or other (Internet) criminality.

- 8.4. If Onsist considers it necessary to engage one or more third parties to provide better services, Onsist will have the right to engage third parties and purchase services from these parties for the execution of the Agreement without informing the Client.
- 8.5. Onsist will never be required to perform work that violates its professionalism, a right of a third party, a statutory obligation, or common ethical standards.
- 8.6. Onsist reserves the right to make changes or additions to the Service arising from the technical development of the Service at all times. If the changes or additions are relevant to the Client, the Client will be informed of these changes.
- 8.7. If the Client desires the performance of work not covered by the services purchased by it, Onsist will inform the Client, which will be required to upgrade its purchased service package.

Article 9. Execution period

- 9.1. If Onsist and the Client have agreed on a period for the execution of the work, this period will only be indicative. Onsist does not offer any guarantees with respect to the agreed execution periods and late execution does not give the Client the right to claim compensation, to dissolve the Agreement, or to suspend any obligation vis-à-vis Onsist.
- 9.2. If Onsist requires information from the Client for the execution of the Agreement, the execution period will only begin once the Client has correctly and completely provided the information to the Client.
- 9.3. If an execution period agreed upon between Onsist and the Client is exceeded as a result of an event which is beyond its control and cannot be attributed to it, such as the events set out in Article 17 of these general terms and conditions, this period will automatically be extended by the exceeded period resulting from such an event.

Article 10. Obligations of the Client

- 10.1. The Client will ensure that all data indicated by Onsist as necessary for the execution of the Agreement, or of which the Client should reasonably understand the necessity, are made available to Onsist in a timely fashion.
- 10.2. If data provided by the Client are incomplete and/or incorrect, any consequences will be entirely at the expense and risk of the Client.
- 10.3. The Client will always be responsible for entering correct information on the website(s), as well as the keyword(s) to which the Service must relate.
- 10.4. The Client is required to immediately inform Onsist of any facts and circumstances which may be relevant to the execution of the Agreement.
- 10.5. The Client will always remain responsible for its Internet usage and actions it takes on a third-party website.
- 10.6. The Client indemnifies Onsist against claims by third parties on any grounds related to actions and conduct of the Client (including actions and conduct in violation of the provisions of these general terms and conditions).
- 10.7. If the Client fails to properly or timely fulfil its contractual or statutory obligations or acts unlawfully vis-à-vis Onsist, the Client must offer compensation for all damage (including costs) Onsist suffers or has suffered as a result.

Article 11. Fair use

- 11.1. The Portal may not be used in any manner which could hinder other users of the Portal or could otherwise affect the proper performance of the Portal or the software of Onsist. The Portal may not be used with any other login credentials than the personal credentials.
- 11.2. If the Client violates the conditions governing the use of the Portal, Onsist will have the right to deny the Client access to its Account without further notice being required, without prejudice to any other rights Onsist may have. The Client will be informed of this by email.

Article 12. Prices, price changes, and working hours

- 12.1. The listed prices are in US dollars.
- 12.2. Onsist can change the prices for the Services at any time and declare the new price applicable to the existing Agreement. The Client will be informed of a price change and its effective date by means of a Written statement well in advance. If the price is increased and the Client does not accept this price increase, the Client can terminate the Agreement prematurely with effect from the day on which the price increase takes effect.
- 12.3. If the parties have agreed on a number of working hours per week included in the fee for the Service, any unused working hours cannot be transferred to a subsequent calendar week. Unused working hours cannot be exchanged for any monetary or another form of compensation.

Article 13. Invoicing and payment

- 13.1. Invoicing will take place in advance for each contract period.
- 13.2. The invoices will be sent to the Client by email.
- 13.3. Unless agreed otherwise, payment must take place in one of the following manners:
 - a. Using credit card;
 - b. Using PayPal.
- 13.4. If the payment does not take place using one of the options set out in Article 13.3, it must be completed within 5 days of the invoice date.
- 13.5. If the Client fails to complete the payment within 5 days of the invoice date, Onsist will suspend the execution of the Agreement and the Services will temporarily not be provided. If Onsist has not received the payment within 30 days of the invoice date, Onsist will dissolve the Agreement by means of a Written statement and the Service will be discontinued.
- 13.6. Payment must take place without any discounts and settlement.
- 13.7. The claims of Onsist vis-à-vis the Client will be immediately due and exigible in case of the liquidation, bankruptcy, attachment, or suspension of payments of the Client.
- 13.8. Onsist may retain possession of the goods, data, documents, and data files received or generated in the context of the Agreement, despite an existing obligation to return these, until the Client has paid all amounts due to Onsist.

Article 14. Changes to invoice address or relocation

- 14.1. If the Client relocates or if its invoice address changes, the Client must inform Onsist of its new place or establishment or residence and/or the new invoice address In Writing or through the Portal in advance and as soon as possible.

Article 15. Liability and expiration

- 15.1. Onsist cannot be held to pay compensation for any damage which is a direct or indirect result of:
 - a. An event that is beyond its control and thus cannot be attributed to it, as inter alia defined in Article 17 of these general terms and conditions;
 - b. Any act or omission of the Client, its subordinates, or other persons who perform work for or on behalf of the Client.
- 15.2. Onsist will not be liable for damage of any nature whatsoever caused by the use of incorrect and/or incomplete data provided by the Client.
- 15.3. Onsist does not guarantee that the Portal will be free from disruptions or available at all times. The Client acknowledges that access to the Portal can be interrupted for various reasons. Onsist will not be liable for damage which arises from the temporary unavailability of the Portal.
- 15.4. Onsist will strive to secure its systems and the Portal against unauthorised use and loss of entered data. It is impossible to fully exclude all unauthorised use and unintended loss of data. Onsist does not accept any liability if entered data are affected, lost, or used by unauthorised persons despite the taken measures.
- 15.5. Onsist will not be liable for damage suffered by the Client as a result of a third party infringing on the (intellectual property) rights of the Client, a third party harming the (online) reputation of the Client, or a third party abusing the data of the Client.
- 15.6. Onsist will not be liable for damage caused by hackers, computer viruses, or a cyber-attack.
- 15.7. If the Client has become the victim of fraud, deception, or other (Internet) criminality, despite the use of the Service, Onsist will not be liable for the resulting (financial and immaterial) damage suffered by the Client.
- 15.8. Onsist will not be liable for actions and/or omissions of third parties, including (Internet) criminals, in any way.
- 15.9. Onsist will not be liable for the corruption or loss of data arising from the transmission of data using telecommunications facilities.
- 15.10. Onsist will not be liable if the result arising from the work performed by Onsist does not meet the expectations of the Client.
- 15.11. Onsist will not be liable for damage caused by the use of the Internet, such as damage to a computer, mobile device, or software, or for the costs of resolving such damage.
- 15.12. The liability of Onsist for indirect damage, including consequential damage, loss of turnover, lost savings, missed profits, damage due to business standstill, delay damage, reputation damage, data loss, labour costs, immaterial damage, and imposed fines, is excluded.
- 15.13. If Onsist is found to be liable for any damage or if one of the limitations of liability set out above is invalid or declared inapplicable by a court, the liability of Onsist will be limited to the

invoice amount or that part thereof to which the liability relates. If the liability concerns a continuing performance agreement, the liability will be limited to the monthly amount for the Service.

15.14. The Client will be responsible for taking measures to mitigate the damage.

15.15. Any legal claim based on a shortcoming in the Service or actions and/or omissions of Onsisit will expire 1 year after the Client discovered or could reasonably have discovered the damage.

Article 16. Complaints

16.1. The Client must report complaints about the execution of the Agreement by Onsisit immediately, at the latest within 8 days of the day on which the complaint arose, on pain of forfeiture of rights. The notice of default must give a description of the shortcoming that is as detailed as possible in order to give Onsisit the opportunity to respond adequately. Complaints that are submitted too late will not be handled.

16.2. Filing a complaint does not suspend the payment obligation of the Client.

16.3. Handling a complaint does not imply that Onsisit acknowledges any shortcomings in the fulfilment of the Agreement.

16.4. After the submission of the complaint, the Client must give Onsisit the opportunity to investigate the validity of the complaint and, if necessary, give Onsisit the opportunity to fulfil its obligations.

16.5. If the fulfilment of the Agreement is no longer possible or meaningful, Onsisit will only be liable within the limitations of Article 15 of these general terms and conditions.

Article 17. Force majeure

17.1. Onsisit will not be required to fulfil any of its obligations if it is prevented from doing so due to force majeure.

17.2. Force majeure includes disruptions in Internet connections, virus infections or computer hacking by third parties, cyber-attacks, power outages, disruptions in email traffic, weather conditions, natural disasters, strikes, theft, illness or personal (family) circumstances of the natural person who executes or should execute the Agreement on behalf of Onsisit, epidemics, pandemics, boycotts, terrorism, war, the risk of war, fire, and government measures. Force majeure also includes any event or circumstance due to which fulfilment by Onsisit has become so burdensome and/or expensive compared to the situation at the moment of the conclusion of the Agreement, such at the discretion of Onsisit, that fulfilment can no longer reasonably be required.

17.3. Force majeure will also be considered a non-attributable shortcoming of a third party engaged by Onsisit.

17.4. Onsisit will not be liable for delays in the execution of the Agreement caused by a situation of force majeure.

17.5. Onsisit has the right to invoke force majeure if the circumstance that impedes the (continued) fulfilment occurs after Onsisit should have fulfilled its obligation.

17.6. If the force majeure is temporary, Onsisit will reserve the right to suspend the execution of the Agreement until the situation that led to the force majeure has been resolved.

17.7. Onsisit reserves the right to demand payment for work already performed for the Agreement in question until the occurrence of the force majeure.

Article 18. Suspension and dissolution

18.1. Onsisit has the right to suspend the execution of the Agreement or to terminate the Agreement prematurely and without the need to observe a notice period by means of a Written statement if:

a. The Client is granted provisional or permanent suspension of payments;

b. The Client is declared bankrupt or the bankruptcy of the Client has been requested;

c. The Client liquidates its company or ceases its operations;

d. The Client fails to fulfil any statutory obligation or any (payment) obligation arising from the Agreement or these general terms and conditions.

18.2. Onsisit also has the right to dissolve the Agreement if circumstances arise that make the execution of the Agreement impossible, or if its implementation can in all reasonableness and fairness no longer be expected, or if other circumstances arise due to which the unaltered continuation of the Agreement can no longer reasonably be expected.

18.3. Onsisit will not be liable for any damage suffered by the Client due to the suspension or dissolution.

- 18.4. Onsist will in the situations set out in Article 18.1 have the right to immediately claim the fee due to it by the Client in full.
- 18.5. The Client will be required to immediately inform Onsist if a circumstance within the meaning of Article 18.1(a), (b), or (c) occurs.
- 18.6. Onsist will always reserve the right to claim compensation from the Client.

Article 19. Confidentiality

- 19.1. Both parties undertake to observe the confidentiality of all confidential information obtained in the context of the Agreement from each other or other sources. Information will be confidential if the other party has indicated this or if this follows from the nature of the information. The party receiving confidential information will only use this information for the purpose for which it was provided.
- 19.2. If Onsist is required to share confidential information with a third party designated by legal provisions or the competent court based on a statutory provision or court ruling and Onsist cannot invoke a right of refusal acknowledged or permitted by law or the competent court, Onsist will not be required to provide compensation or indemnification and the Client will not have the right to dissolve the Agreement based on any resulting damage.

Article 20. Intellectual property rights

- 20.1. No copyrights within the meaning of the Dutch Copyright Act will be transferred because of the provision of the Services, the provision of the Portal, and similar actions. All intellectual property rights to the Services, the Portal, and the like will be vested exclusively with Onsist or its licensor(s).
- 20.2. The intellectual property rights to all documents created by Onsist during the work (reports, recommendations, and the like) are vested with Onsist. Intellectual property rights will remain vested with Onsist as long as no detailed written agreement between Onsist and the Client has been concluded concerning their transfer. The Client may only use these documents for the purpose for which they have been created.
- 20.3. Provided documents, such as reports and recommendations, may only be used at the organisation of the Client and may not be copied or disclosed by the Client.
- 20.4. The Client undertakes not to infringe on the intellectual property rights of Onsist in any way.
- 20.5. If the Client violates the intellectual property rights of Onsist, Onsist will have the right to terminate the Agreement with immediate effect without the Client having the right to claim any form of compensation. All damage suffered by Onsist in this respect will be charged to the Client.
- 20.6. The Client indemnifies Onsist against any claims by third parties related to intellectual property rights to the materials or data provided by the Client used for the execution of the Agreement.

Article 21. Expiry date

- 21.1. Insofar as not determined otherwise in these general terms and conditions, any claims of the Client vis-à-vis Onsist on any grounds will always expire 1 year following the moment on which the Client became or should reasonably have become aware of the existence of these rights.

Article 22. Contract acquisition

- 22.1. If Onsist (partially) transfers its company or its legal relationship arising from the Agreement, the Client hereby grants permission – by means of the conclusion of the Agreement – for the acquisition of the Agreement by the party that (partially) acquires the company or relationship from Onsist. The Client will be required to cooperate with this contract acquisition.
- 22.2. The Client is not permitted to transfer any right arising from an Agreement concluded with Onsist to a third party without the prior written permission of Onsist, except in case of the transfer of its entire company.

Article 23. Affiliate

- 23.1. The Client will place a link to the Website on its own website if it participates in the Onsist affiliate programme. The Client will be entitled to a monetary payment if a website visitor has clicked on this link and subsequently purchases a Service from Onsist. The Client can check the amount of this payment in the Portal.
- 23.2. The Portal also shows the required total amount due in order to be able to request payment. If the total of the amounts due is equal to or higher than this required amount, the Client can also use the Portal to request Onsist to pay this amount.

- 23.3. Onsist will not be liable if the participation in the affiliate programme does not lead to income for the Client. Onsist will not be liable for lost payments due to the unavailability or limited availability of the Website and/or the link to the Website.
- 23.4. The Client guarantees that the website on which it will place a link to the Website will comply with all relevant laws and regulations and that its website has a privacy policy with information about the processing of personal data and cookies.
- 23.5. The Agreement governing the participation in the affiliate programme will be concluded for an indefinite period. The Client and Onsist can terminate the Agreement governing the participation in the affiliate programme In Writing at any time. Onsist will transfer any unpaid amounts to the Client after the termination of the Agreement governing the participation in the affiliate programme.
- 23.6. Payment of the amounts due will take place in the same manner as the payment of the invoices of Onsist by the Client.
- 23.7. If the website of the Client on which it places a link to the Website contains content or an objective that is unacceptable to Onsist, in violation of laws or regulations, or which harms or could harm the reputation of Onsist, Onsist may terminate the Agreement governing the participation in the affiliate programme with immediate effect.
- 23.8. The Client is explicitly not allowed to abuse the affiliate programme or commit any other form of fraud.
- 23.9. The Client must immediately remove the link to the Website on its website at the first request of Onsist.

Article 24. Personal data

- 24.1. Onsist processes personal data in accordance with applicable laws and regulations on privacy. For more information about the processing of personal data, the Client can consult the Onsist privacy policy at <https://www.onsist.com/privacy-policy/>.

Article 25. Applicable law and competent court

- 25.1. The Agreements are governed exclusively by the laws of the Netherlands, even if a commitment is fully or partially implemented abroad, or if a party involved in the legal relationship is domiciled or established there.
- 25.2. All disputes related to Agreements between the Client and Onsist will be submitted to the competent court in the district where Onsist is established. The Client (if it is a Consumer) will have 1 month after Onsist has invoked this clause vis-à-vis the Client (if it is a Consumer) In Writing to select a court that is competent based on legal provisions for the settlement of the dispute.