

DEFINITIONS

Customer:	The party with whom Datlinq has entered a Contract for the provision of Services.
Contract:	The Contract between Customer and Datlinq, consisting of a description of the relationship between the parties, the specific provisions and conditions and the corresponding Annexes, pursuant to which Datlinq provides Services.
Datlinq:	Datlinq Nederland B.V. a company organized and existing under the laws of the Netherlands and having its registered office at (3011 TA) Blaak 16 in Rotterdam, The Netherlands and/or its affiliates/subsidiaries.
General Terms and Conditions:	The Datlinq General Terms and Conditions for the provision of Services, as applicable to the Contract.
SaaS:	Software as a Service – remote services that are available to Customers electronically over the internet, without Customers being provided with a physical carrier containing the requisite software.
Services:	The services to be provided by Datlinq to the Customer based on a Contract, the work to be performed, and the performance to be delivered as part of this Contract. The Services are described in the Contract
User:	Employee of the Customer or a third party engaged by Customer and affiliated with the Customer, who, pursuant to the Contract entered into between the Customer and Datlinq, has access to Datlinq's (SaaS) services and is authorized to use these services.
User Credentials:	User ID and password.

ARTICLES**1. Scope of the General Terms and Conditions**

- 1.1. These General Terms and Conditions govern all juridical and other acts of Datlinq such as the making of offers, Contracts or the acceptance of instructions within the context of a master contract or other type of contract.
- 1.2. These General Conditions take precedence over any general terms and conditions of the Customer unless Datlinq has expressly excluded their application. Datlinq will not be bound by any reliance by the Customer upon its own general terms and conditions of purchase, tender or otherwise.

- 1.3. Any exception to these General Conditions is only valid if expressly agreed in writing.
- 1.4. The General Conditions may be amended by Datling. Any changes we may make to our General Terms and Conditions in the future will be posted on our website.
- 1.5. Any amendments to the General Conditions will also apply to pre-existing Contracts.

2. Subject of the Contract

- 2.1. The parties agree that Datling will supply Services and related work to the Customer under the terms and conditions set out in their Contract.
- 2.2. The Customer will use the Service, including the information and data supplied, at its own expense and risk.
- 2.3. When using our logo, brands or look and feel in its own advertising and publications the Customer is not permitted to make any changes without the prior written consent of Datling.

3. User Credentials

- 3.1. The Customer will not act or use the User Credentials in any way that is in breach of current laws and regulations.
- 3.2. Datling reserves the right to change or withdraw the User Credentials it supplies in case of a breach of these terms and conditions or current laws and regulations as stated in 3.1.

4. Additional services

- 4.1. Additional services and related work outside the Contract scope are to be agreed separately and set out in writing.

5. Obligations upon Datling

- 5.1. Datling will endeavour to supply the Services with proper skill and care in accordance with the provisions of the Contract and to ensure that the Services do not infringe any third-party rights and are not in breach of any current laws and regulations.
- 5.2. Datling has adequately ascertained the objectives of the Customer in entering into the Contract. To this end, the Customer has supplied Datling in good time with accurate and complete information, and will – if asked – supply Datling with further information insofar as such information is available to the Customer.
- 5.3. Datling undertakes to inform the Customer about any major changes or additions to, or enlargement of, the products used for access to and the availability of the Services for the Customer.

5.4. Datlinq applies standards to customer hard- and software to ensure optimal performance of services provided. Upon request Datlinq will provide information about relevant quality standards (e.g. latest supported iOS version on iPads).

5.5. In the event of a disaster Datlinq is not obliged to supply the Services and related work according to the Contract. In such a case, Datlinq will use its best endeavours to restore – where disrupted - the supply of the Services and related work as quickly as possible.

6. Online/Internet facilities

6.1. The Customer is solely responsible for entering into a contract with a third party for suitable internet facilities to enable the Services to be used.

7. Obligations upon the Customer

7.1. The Customer is not entitled to disclose information on behalf of or in the name of Datlinq or any third party without obtaining the express consent for such disclosure. Or act in a way that could harm the interests, professionalism, or good name of Datlinq, employees and/or its customers.

7.2. The Customer may not attempt to undermine the security and operations of the Datlinq systems.

7.3. The Customer undertakes not to disclose any offensive, unethical, or improper materials including, but not limited to, spam, pornography, obscene texts or images, privacy-sensitive information, computer viruses, incorrect information about any third party, or information in our Services that could encourage any unlawful acts.

7.4. The Customer's employees and any third party engaged by the Customer must also comply with the provisions of the Contract and the specific rules and regulations as referred to in this article.

8. Data Privacy and Data Protection

8.1. Each party shall comply with the applicable data protection laws, when carrying out the obligations under the between parties agreed and underlying contract.

8.2. Each party shall implement appropriate technical, physical and organisational measures to secure and protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access.

8.3. Each party shall keep personal data confidential and shall not disclose personal data in any way to any employee, subordinate or third party, except where;

- a) the disclosure is required for the performance of the processing; or
- b) personal data need to be disclosed to a competent public authority to comply with a legal obligation or as required for audit purposes;
- c) applicable data protection law provides otherwise.

- 8.4. Each party shall submit its relevant processing systems, facilities and supporting documentation to an inspection or audit relating to the processing by a competent public authority if this is necessary to comply with a legal obligation.
- 8.5. Each party shall promptly inform the other party if:
- it receives an inquiry, a subpoena or a request for inspection or audit from a competent public authority relating to the processing, except where the party is otherwise prohibited by law from making such disclosure;
 - it intends to disclose personal data to any competent public authority; or
 - it detects or reasonably suspects that a data security breach has occurred.
- 8.6. In the event of a data security breach, each party shall promptly take adequate remedial measures. Furthermore, the party shall promptly provide the other party with all relevant information as requested regarding the data security breach.
- 8.7. Each individual party is responsible for complying with the obligations in this clause included by the sub-data processor engaged by the Party in question. The Party will contractually oblige each sub-data processor to comply with the provisions set out in this clause.
- 8.8. The Customer may not use a mailing list to send unsolicited emails and spam via the Datlinq systems. The Customer may not undertake any activities that result in any excessive or undesirable transfer of messages via the Datlinq systems. Such activities include those that in the opinion of Datlinq are deemed to be harmful to its systems.

9. Invoicing and payment

- 9.1. Datlinq will invoice the Customer for the sums it owes.
- 9.2. Unless agreed otherwise in writing, invoicing of the Services will take place after the signage of the contract. Subscriptions will be invoiced on a yearly basis.
- 9.3. Payment must be made into a bank account specified by Datlinq, in the manner specified on the invoice and within thirty days.
- 9.4. The Customer is entitled to object to the accuracy of an invoice in writing, specifying the objection, to be sent to Datlinq within five working days of receipt of the disputed invoice. Even if the Customer disputes the accuracy of all or any part of the invoice, it must nevertheless still pay the disputed amount.
- 9.5. If the Customer fails to pay in time, it will be sent a written reminder stipulating a further term for payment. The date of payment is deemed to be the date on which Datlinq receives the payment. If the Customer still fails to make payment within the additional term, it is automatically in breach and notice of such breach will be sent to the Customer.

9.6. Datlinq may recover from the Customer the reasonable costs incurred in enforcing payment out of court. The recoverable costs are those costs that are reasonably incurred and that are of a reasonable amount in relation to the outstanding debt. As from the date that the Customer is in breach, Datlinq may also charge statutory interest on the outstanding debt.

9.7. If the Customer fails to pay on time, then as from that moment Datlinq may choose either:

- to supply the Services and related work on a 'best efforts' basis whereby the Customer cannot make any claim based on any type of result or non-compliance with any result; or
- to suspend the supply of the Services and the related work until it has received payment; or
- to terminate the supply of the Services and the related work.

10. Liability

10.1 Datlinq's total liability due to an attributable failure in the performance of the Services is expressly limited to compensation for direct damage (as defined in Section 6:96 of the Dutch Civil Code) up to an amount of 50% of all amount's invoiced in the six (6) months prior to the event causing such damages. In all cases, a series of related events shall be considered as a single event for these limitation

10.2 In no event will Datlinq be liable for any consequential, immaterial and punitive damage, loss of business profits, business interruption or other indirect damage

10.3 Datlinq is not liable for any indirect or consequential loss, including loss of turnover or profits, or lost man hours.

10.4 Every claim against Datlinq becomes time barred 12 months after the damaged party was aware of or should have been aware of the harmful event.

11. Transfer of rights and obligations

11.1 The Customer is not entitled to transfer the user rights and other rights and obligations under the Contract to any third party without the written consent of Datlinq. Conditions may be attached to such consent.

11.2 The Customer consents in advance to any future transfer by Datlinq of its rights and obligations under the Contract to a third party. Datlinq will give proper notice of any such transfer.

11.3 As an exception to the provisions of sections 1 and 2 of this article, either party may transfer its rights and obligations under the Contract to a company within the same group that assumes all or a substantial part of the activities of the transferring party that are the subject of the Contract.

11.4 The transfer of Contract referred to in section 3, above, will be affected by a written statement from the transferor and transferee parties to the other party. The transfer cannot take effect until one month after the said statement has been sent to the other party.

12. Non-attributable breach

- 12.1 A breach cannot be attributed to a party if it is not to blame for the breach, it is outside its sphere of influence, it is not a risk that it bears or ought to bear, and it is not otherwise attributable by virtue of any law, juridical act or general presumption. This could be caused, for example, by a Distributed Denial of Service (DDoS) by means of:
- cracking, such as viruses and worms;
 - signalling, such as IRC, specific ICMPs via relays;
 - flooding, such as TCP SYN flood, UDP, ICMP, or other IP protocols.
- 12.2 In the event of a non-attributable breach, compliance with the relevant obligations and related obligations will be suspended in part or in full for the period of such breach, without thereby incurring either party in any obligation to pay compensation to the other. A party that relies on such a breach must notify the other party in writing of this fact as soon as possible.

13. Changes

- 13.1 Datlinq is entitled to adopt technical measures during the term of the Contract to protect the integrity of the Services and their content.
- 13.2 Datlinq is entitled to make changes to the Services provided that such changes do not affect the functionality and quality of the Services or have any possible adverse effect upon the Customer. Datlinq will not exercise this right without compelling reasons for doing so.
- 13.3 Datlinq will endeavour to notify the Customer in good time of any changes as referred to in the preceding section.
- 13.4 If the Customer wishes changes to be made to the Services it purchases, it must make a written request to Datlinq. Datlinq reserves the right to attach conditions to certain changes. It is up to Datlinq alone to determine whether the desired change is possible and will be implemented.

14. Termination of the Contract

- 14.1 Either Party is entitled to termination of the Contract by notice sent by registered post at least six months before the expiry of a period specified in the Contract.
- 14.2 In addition to the possible grounds for termination specified by law, either party is entitled to terminate all or any part of the Contract with immediate effect and without the need for a court order, if the other party:
- applies for, or is granted, a moratorium.
 - is declared insolvent or an insolvency application is filed;
 - is in liquidation or ceases business operations;
 - is unable to comply with its obligations under the Contract for a period longer than 30 days or as soon as it is reasonably certain that such period will exceed 30 days;

- or if any change to any law or regulation, or any court judgment or any government measure, prohibits the performance of the activities described in the Contract or makes any part of them impossible.

14.3 In the event of valid termination of this Contract, all Users will be deactivated immediately. The Customer working environment including Customer's data and custom work will be deactivated for a period of maximum 6 months. Within this 6-month period, re-activation at Customer's request is possible. Subsequently, Customer information is archived and stored on a secured back-up location for a period of maximum 2 years.

14.4 The termination of the Contract does not release the Customer from pre-existing obligations to pay any fees or other amounts due to Datling, nor does it entitle the Customer to any refund of fees or other amounts paid under it. Datling is under no circumstances obliged to pay compensation because of termination.

15. Jurisdiction and disputes

15.1 The Contract is governed by Dutch law.

15.2 Any dispute arising under the Contract will be determined by the court with jurisdiction according to the law.

15.3 Before submitting any dispute to the court, the parties will use their best endeavours to solve their dispute amicably. This does not affect the right of either party to apply for provisional relief in an urgent case.

Any changes we may make to our General Terms and Conditions Privacy Statement in the future will be posted on our website and where appropriate notified by e-mail. Please check back frequently to see any update or changes made.