

General Terms & Conditions Get Responsive BV | Business Mom International | Business Mom Campus

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1. Definitions:

In these general terms and conditions the following terms shall have the following meanings:

- a. Client: the natural person, legal entity, partnership or company which, whether or not together with others, has instructed the Contractor to carry out Work.
- b. Contractor: Get Responsive | Business Mom International & Business Mom Campus B.V.
- c. Work: all Work for which the Contractor has been instructed, or which is performed by the Contractor on any other account. The foregoing applies in the broadest sense of the word and in any case includes the Work as stated in the order confirmation, as well as the Work for which the Client has subsequently placed an Order.
- d. Documents: all information or data made available to the Contractor by the Client, whether or not contained on material or immaterial data carriers, including but not limited to: paper, CD-ROMs, hard drives, USB sticks, E-mail and digital environments, whether or not accommodated by third parties, and all formation or data produced or collected by the Contractor in the context of the performance of the Agreement, whether or not contained on (intangible) data carriers as described above and all other information of any relevance for the performance or completion of the Agreement, whether or not contained on (intangible) data carriers.
- e. Assignment or Agreement: any agreement between the Client and the Contractor for the performance of Work by the Contractor on the Client's behalf, in accordance with the provisions of the confirmation of the assignment, whether or not together with any other documents and/or correspondence, or on the basis of a request made subsequently by the Client to the Contractor, which request has also been accepted, or on the basis of any verbal agreement between the Contractor and the Client.
- f. Third Party, Personal Data, Processing of Personal Data, Controller and Processor: terms as defined in Article 4 of the General Data Protection Regulation ("AVG").
- g. Autoriteit Persoonsgegevens: the supervisory authority referred to in Article 51(1) of the AVG.
- h. Person concerned: an identified or identifiable natural person as referred to in Article 4 of the AVG.
- i. Data Protection Officer: the officer appointed by the Client and/or the Contractor as referred to in Article 37 AVG.
- j. Website: the websites of Contractor include the domain name: <https://www.get-responsive.com>; <https://www.businessmominternational.com>; <https://www.businessmomcampus.com>.

2. Applicability

1. These general terms and conditions apply to all offers, quotations, Assignments, (legal) acts and Agreements, by whatever name, in which the Contractor undertakes or will undertake to carry out Work for the Client, as well as to all Work arising therefrom for the Contractor.
2. Deviations from and additions to these general terms and conditions shall only be valid if they have been expressly agreed in writing in, for example, a further order confirmation or Agreement.
3. In the event that these general terms and conditions and the order confirmation contain conflicting terms and conditions, the terms and conditions contained in the order confirmation shall apply.

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4. These general terms and conditions also apply to agreements between the Client and a third party associated with Contractor and engaged by Contractor with the Client's approval for the execution of an Assignment.
5. These general terms and conditions prevail at all times over any general terms and conditions of the Client.
6. Contractor explicitly rejects the applicability of the Client's general terms and conditions, purchase conditions or other types of terms and conditions.
7. If the Contractor does not always require strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that the Contractor would lose the right to require strict compliance with the provisions of these conditions in other cases.

3. Conclusion of the agreement

1. All Agreements and/or Assignments are concluded exclusively with the Contractor and are performed exclusively by the Contractor, whereby the application of the provisions of Sections 7:404 and 7:407(2) of the Dutch Civil Code with regard to the Contractor is expressly excluded. This applies even if it is the Client's express or tacit intention that the Work be performed by a specific person or persons.
2. Each Agreement will only be concluded and commence as soon as the order confirmation signed by the Client has been received back by the Contractor and/or the Agreement has been confirmed by the Contractor (either verbally or in writing or electronically or tacitly) or as soon as the Work commences. The foregoing applies on the understanding that if and in so far as another manner applies pursuant to the professional rules, the working method will be followed in accordance with the professional rules. The parties are free to prove the conclusion of the Agreement by other means.
3. The order confirmation is based on the Documents provided by the Client to the Contractor. The order confirmation is deemed to reflect the Agreement correctly and completely. The administration of Contractor (including e-mails and digital scans of, for example, bills of lading) will serve as full evidence to the Client, which the Client will provide in rebuttal.
4. Each Agreement is entered into for an indefinite period of time unless it follows from the nature, content or purport of the Engagement that it has been entered into for a definite period of time.

4. Data Client

1. The Client is obliged to make all Documents which the Contractor deems necessary for the correct execution of the Contract in good time, in the desired form and in the desired manner, available to the Contractor. The Contractor shall determine what is meant by 'the desired form' and 'the desired manner'.
2. Contractor shall be entitled to suspend the execution of the Engagement until the Client has fulfilled the obligation referred to in the previous paragraph.
3. The Contractor will at all times be entitled to carry out an investigation into the Client's identity and reputation.

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4. The Client is obliged at all times to inform Contractor without delay of any facts and circumstances that may be or could be relevant in connection with the execution of the Assignment.
5. The Client guarantees the accuracy, completeness and reliability of the information and Documents made available to the Contractor by or on behalf of the Contractor, even if they originate from third parties. The Client indemnifies Contractor against any loss or damage arising as a result of incorrect or incomplete Documents.
6. The extra costs and extra fees arising from the delay in the execution of the Assignment due to the failure to make the required data available, or to make them available on time or properly, and/or to separate them, shall be at the expense of the Client.
7. If and to the extent requested by the Client, the Documents submitted for settlement will be returned to the Client, subject to the provisions of article 15.

5. Execution Assignment

1. The Contractor may determine the manner in which and the person(s) by whom the Work is to be performed. If, according to the confirmation of the assignment, certain persons are to carry out the Work, the Contractor will make reasonable efforts to ensure that these persons carry out the Work. The Contractor is entitled to replace the persons referred to in the confirmation of assignment with persons of equal or similar expertise. Contractor shall, as far as possible, take into account the timely and responsible instructions issued by the Engagement with regard to the execution of the Engagement, to the extent permitted by law and regulations.
2. The Contractor will perform the Work to the best of its ability and as a diligent professional. However, the Contractor cannot guarantee that any intended results will be achieved (in a timely manner).
3. Contractor is entitled to have certain Work performed by a person or third party to be designated by Contractor if Contractor is of the opinion that it is desirable for the proper performance of the Engagement, without prior notification and explicit consent of the Client.
4. Any deadlines set in the Engagement within which the Work must be carried out shall be approximate only and shall not be regarded as deadlines. Exceeding such a deadline shall therefore not constitute attributable failure on the part of the Contractor and shall therefore not constitute grounds for dissolution of the Agreement. Periods within which the Work must be completed are only to be regarded as strict deadlines if this has been expressly agreed in so many words between the Client and the Contractor. The Contractor will not be liable for loss or damage resulting from failure to meet strict deadlines.
5. Contractor determines the method of shipment. At the Client's request and for the purpose of re- verifying the Client, Documents will be dispatched or transported in a manner that offers great security with regard to time and full delivery, in which case the costs will be borne by the Client.
6. If it has been agreed that the Work will be carried out in phases, the Contractor will be entitled to postpone the application for the Work that belongs to a subsequent phase until the Contractor has accepted the results of the preceding phase in writing and all payments owed have been made. This will take place with due observance of the applicable laws and regulations.

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7. If, at the request of or with the prior consent of the Client, the Contractor carries out Work or other presentations that fall within the content or scope of the Work, the Client will pay these Work or presentations to the Contractor at the usual rates of the Contractor, unless the Client and the Contractor agree otherwise.
8. Upon completion of the Work, the Contractor may give its opinion in writing, issue a written report or give an oral presentation. Before completion of the Work, the Contractor may provide oral, draft or interim advice, reports and presentations. The written advice or written (final) report shall prevail in this respect. The Client cannot rely on a draft or interim advice, report or presentation. If the Contractor wishes to base his view on a verbal advice provided or a verbal presentation provided to complete the Work, the Client must inform the Contractor of this, after which the Contractor shall provide the advice in question in writing.
9. The Contractor is not obliged to update verbal or written advice, reports or the results of the Work as a result of events occurring after the delivery of the final version of the advice, report or results.
10. The advice, opinions, expectations, predictions and recommendations given by the Contractor as part of the Work can under no circumstances be construed as a guarantee with regard to future events or circumstances.

6. Secrecy and exclusivity

1. Contractor shall be obliged to observe confidentiality vis-à-vis third parties who are not involved in the execution of the Order. This confidentiality relates to all information of a confidential nature made available to him by the Client and the results obtained by processing it. This confidentiality does not apply to the extent that statutory rules impose an obligation on the Contractor to provide information, or to the extent that the Client has released the Contractor from the obligation of confidentiality. This provision also does not prevent confidential collegial transfers within the organization of Contractor, insofar as the Engagement deems this necessary for the careful execution of the Agreement or for the careful fulfillment of legal obligations.
2. Contractor is entitled to use the numerical results obtained after processing the data for statistical or similar purposes, provided that these results cannot be traced back to an individual Client or Individual Clients.
3. Contractor shall not be entitled to use the information made available to it by Client for any purpose other than that for which it was obtained, except as provided in paragraph 2 of this article and except in the event that Contractor acts on its own behalf in disciplinary, administrative, civil or criminal proceedings in which these documents may be relevant. If the Contractor is deemed to be a co-perpetrator of an offence or misdemeanour, he is entitled to disclose Documents of the Client in the proceedings if disclosure is necessary in the context of the Contractor's defence.
4. The Client is not permitted to disclose or otherwise make available to third parties the content of ad hoc opinions, opinions or other expressions of Contractor, whether or not in writing, except with the explicit, prior written consent of Contractor, except if this arises directly from the Engagement or if this is done in order to obtain an expert opinion on the relevant Work of Contractor, or if Contractor is under a statutory obligation to disclose, or if the Client acts on its own behalf in disciplinary, administrative, civil or criminal proceedings.

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5. Unless prior written permission has been granted by the Contractor, the Client will not disclose the approach and working method of the Contractor.
6. In the context of advertising, the Contractor reserves the right to use the Client's name for reference purposes, to indicate the type of Work that it has carried out for the Client and to state all the details that have already been made public through the media.

7. Intellectual property

1. The Contractor reserves all rights with regard to products of the mind that it uses or has used, or has developed in the context of the execution of the Work of the Assignment with the Client, insofar as rights may exist or be established in a legal sense with regard to these products.
2. The Client is expressly forbidden to provide, reproduce, publish or exploit these products, including but not limited to: computer programs, system designs, working methods, advice, (model) contracts and other intellectual products, all this in the broadest sense of the word, with or without the involvement of third parties.
3. The Client is not permitted to hand over (parts of) those products or auxiliary resources, other than for the purpose of obtaining an expert opinion on the Contractor's Work. In that case, the Client will impose its obligations under this article on the third parties engaged by it.

8. Force majeure

1. If the Contractor is unable to fulfil his obligations under the Agreement, or is unable to fulfil them on time or properly, as a result of a cause that cannot be attributed to him, including but not limited to: prolonged breakdowns in the computer network, cable breakdowns, strikes, illness of employees and other stagnation in the normal course of affairs within the organization of the Contractor, these obligations shall be suspended until the time the Contractor is still able to fulfil them in the agreed manner.
2. In the event of a situation as referred to in the first paragraph, both the Client and Contractor shall be entitled to terminate the Engagement, in whole or in part, with immediate effect in writing, unless any right to compensation exists.

9. Fee and costs

1. Prior to commencement of the Work and in the interim, the Contractor will be entitled to suspend the performance of its Work until the Client has paid an advance payment for the Work to be performed, to be reasonably determined by the Contractor, or has provided security for this. An advance payment made by the Client will, in principle, be set off against the final invoice.
2. The amount estimated by Contractor may deviate from previous estimates and/or quotations.

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3. The Contractor's fee does not depend on the outcome of the Work performed and is payable as and when the Contractor carries out Work for the Client.
4. Contractor's fee may consist of a predetermined amount for each Order and/or may be calculated on the basis of fees per unit of time worked by Contractor. In addition to the fee, the expenses incurred by Contractor and the clarifications made by third parties engaged by Contractor shall be charged to Contractor. All fees are exclusive of turnover tax and other government levies.
5. If a fixed amount has been agreed for an Assignment, the Contractor will be entitled to charge a rate in addition for each period of time worked, if and to the extent that the Work exceeds the Work planned for the Assignment in question, which rate will then be payable by the Client.
6. If wages and/or prices change after the conclusion of the Agreement, but before the Assignment has been fully executed, M&A shall be entitled to adjust the agreed rate accordingly, unless the Client and M&A have made other agreements in this regard.
7. The Contractor's fee, if necessary increased by advances and invoices from third parties engaged, including any turnover tax owed, will be charged to the Client on a monthly, quarterly, annual basis or immediately after termination of the Work, in accordance with the provisions of the order confirmation.

10. Payment

1. Payment of the invoice amount by the Client must be made within 30 days of the invoice date, in euros, by means of a deposit into a bank account to be designated by the Contractor and, insofar as the payment relates to Work, without any right to discount or setoff.
2. If the Client fails to pay within the term referred to in paragraph 1, or fails to do so within the term further agreed, he shall be in default by operation of law and the Contractor shall be entitled, without any further demand or notice of default being required, to charge the Client statutory (trade) interest on the invoiced amount from the due date until the day of full payment, all this without prejudice to the Contractor's other rights.
3. All costs incurred as a result of judicial or extra-judicial collection of the claim shall be for the account of the Client, also to the extent that these costs exceed the legal costs order. The extrajudicial costs amount to at least 15% of the unspecified amount with an absolute minimum of € 250.
4. If, in the opinion of the Contractor, the Client's financial position or payment behaviour gives cause to do so, the Contractor will be entitled to require the Client to provide (additional) security in a form to be determined by the Contractor. If the Client fails to provide the requested security, the Contractor will be entitled, without prejudice to its other rights, to immediately suspend the further performance of the Agreement and all amounts owed by the Client to the Contractor for whatever reason will become immediately due and payable.
5. In the event of an Assignment given jointly, or if Work has been performed for (legal) persons affiliated with the Client, the Clients or the affiliated (legal) persons shall be jointly and severally liable for payment of the invoice amount, including any interest and costs owed.
6. At the request of the Contractor, the Client shall provide all necessary assistance to the Contractor to enable electronic invoicing.

11. Liability

1. Contractor shall only be liable vis-à-vis the Client for direct loss or damage that is the direct result of a (coherent series of) attributable shortcoming(s) in the performance of the Contract.
2. This liability shall at all times be limited to the amount paid out in full on the basis of the liability insurer of the Contractor for the relevant case, possibly increased by the Contractor's own risk. If the liability insurer does not pay out while the liability of Contractor is nevertheless established, Contractor's liability shall in any case be limited to the amount of the fee charged for the performance of the Order. If the Engagement concerns a continuing performance agreement with a term of more than one year, the amount referred to above will be set at three times the amount of the fee charged to the Client in the twelve months prior to the occurrence of the damage.
3. Contractor is not liable for:
 - a. damage suffered by the Client or third parties as a result of the provision of incorrect or incomplete information or Documents by the Client to the Contractor, or otherwise as a result of the Client's acts or omissions;
 - b. damage suffered by the Client or third parties as a result of the acts or omissions of auxiliary persons engaged by the Contractor (not including employees of the Contractor), even if these persons are employed by an organisation affiliated with the Contractor;
 - c. business, indirect or consequential damage suffered by the Client or third parties - including but not limited to stagnation in the regular course of business in the Client's company.
4. The Contractor will at all times have the right, if and insofar possible, to remedy or limit the Client's damage by repairing or improving the defective product or advice.
5. Contractor is not liable for damage to or destruction of Documents during transport or dispatch by post or otherwise, regardless of whether the transport or dispatch is carried out by or on behalf of the Client, Contractor or third parties.
6. During the performance of the Agreement, the Client and the Contractor will be able to communicate with each other by means of electrical means at the Client's request. Electronic communication shall be deemed to have been received on the day of dispatch, unless the recipient provides proof to the contrary. If the communication has not been received as a result of delivery and/or access problems relating to the Client's e-mail box, this will be at the Client's expense and risk, even if the e-mail box is managed by a third party. The Client and the Contractor are not liable to each other for any loss or damage that may arise, either to one or to all of them, as a result of the use of electronic means of communication, including - but not limited to - loss or damage caused by failure or delay in the delivery of electronic communication by third parties or by software or equipment used for transmission, receipt or processing of electronic communications, transmission of viruses and failure or malfunctioning of the telecommunications network or other means necessary for electronic communications, except to the extent that damage is the result of wilful intent or deliberate recklessness. Both the Client and the Contractor shall do or refrain from doing everything that may reasonably be expected of each of them to prevent the occurrence of the aforementioned risks. The data extracts from the sender's computer systems provide compelling evidence of (the content of) the electronic communication sent by the sender up to the moment that evidence to the contrary has been provided by the recipient.

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7. Contractor excludes any liability for loss or damage suffered by the Client as a result of Contractor's compliance with the laws and regulations applicable to it.
8. The Contractor shall never be liable for damage arising from or in connection with the failure to comply with these general terms and conditions (Processing Agreement) or acting in breach of the GTC.
9. The Client is liable to pay the Contractor an administrative fine imposed by the Autoriteit Persoonsgegevens.
10. The Client is liable vis-à-vis the Contractor and indemnifies the Contractor against claims by the Third Party or Parties and/or the Complainant and/or for an administrative fine imposed by the Autoriteit Persoonsgegevens in the event of a breach of the AVG and will compensate the Contractor for all related and resulting costs (including the costs of legal assistance) and damage suffered by the Contractor.
11. The Client shall exercise any rights of claim and recourse in respect of the Work or otherwise arising from this Agreement solely against Contractor and not against any contractors, shareholders, directors, officers, partners or employees of the Client or Contractor. All Work will be provided and performed exclusively by Contractor, to the exclusion of Sections 7:403(2), 7:404, 7:407(2) and 7:409 of the Dutch Civil Code.
12. The restrictions laid down in this article do not apply to damage caused by intent or deliberate recklessness on the part of the Contractor or in so far as these are prohibited by law or regulations.

12. Freedom

1. The Client indemnifies the Contractor against all claims by the Client, including shareholders, directors, supervisory directors and employees of the Client, as well as affiliated parties, legal entities and companies and others involved in the Client's organisation that are directly or indirectly connected with the execution of the Assignment. In particular, the Client indemnifies Contractor against claims by third parties for damages caused by the fact that the Client has provided Contractor with incorrect or incomplete information, data or Documents, unless the Client proves that the damages are not related to culpable acts or omissions on his part, or are caused by intent or deliberate recklessness on the part of Contractor.
2. The Client shall indemnify the Contractor against all possible liabilities of third parties, in the event that the Contractor is compelled under the laws and regulations to return the Order and/or is compelled to cooperate with government agencies that are entitled to receive requested or unsolicited information which the Contractor has received from the Client or third parties in the performance of the Order.
3. The Client indemnifies the Contractor against claims from the Third Party or Parties and/or Complainant(s) in connection with the Contractor's attributable failure as Processor to comply with the operating agreement as referred to in Article 18 or breach by the Contractor of the applicable privacy laws and regulations, and will compensate the Contractor for the costs arising therefrom (including the costs of legal assistance) and damages suffered by the Contractor.

13. Expiry date

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1. Insofar as not provided otherwise in these general terms and conditions, rights of action and other powers of the Client shall lapse for whatever reason vis-à-vis the Contractor in connection with the performance of Work by the Contractor, in any case after one year.
2. The period of one year referred to in paragraph 1 will commence from the moment that on which the Client became aware or could reasonably have become aware or could have been reasonably aware of the existence of the aforementioned rights and entitlements.
3. The period referred to in paragraph 1 does not relate to the possibility of submitting a complaint to a body or bodies designated for this purpose.

14. Termination

1. The Client and the Contractor may terminate the Agreement (prematurely) at any time with due observance of a reasonable notice of termination. In case a notice period of 30 days shall be considered a reasonable period of notice. If the Agreement ends before the Assignment has been completed, the Client will owe the fee corresponding to the hours specified by the Contractor for Work performed on the Client's behalf.
2. Notice of termination must be given exclusively in writing.
3. If the Client terminates the Agreement (prematurely or otherwise), the Contractor will be entitled to compensation for the loss of occupancy that can be demonstrated on its part, as well as to compensation for the loss of occupancy. Additional costs already incurred by the Contractor, and costs arising from any cancellation of the engagement of the employee.
4. If (interim) termination has been effected by Contractor, the Client shall be entitled to the Contractor's cooperation in the following cases transfer of Work to third parties, unless the Client is guilty of misconduct or wilful recklessness on the part of the Client as a result of which the Contractor is forced to give notice of termination. The right to cooperation as provided for in this paragraph is subject to the fact that the Client has paid all outstanding advances or clarifications.

15. Suspension right

1. The Contractor will be entitled to suspend the fulfilment of all its obligations, including the surrender of Documents or other items to the Client or third parties, until all claims against the Client that can be claimed have been paid in full.
2. The Contractor may only refuse the obligation to issue Documents or other items after a careful assessment of the interests has been made.

16. AVG and Processing Agreement

1. The Contractor shall process the Personal Data in accordance with the requirements for the protection of Personal Data and the applicable laws and regulations, including (but not limited to) before 25 May 2018 the Personal Data Protection Act (Wbp) and from 25 May 2018 the AVG.
2. Subject to applicable law, the Instructor is permitted to provide and share Information to and with Contractor employees and employees and third party service providers of Contractor

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("Service Providers"), who may then collect, use, transfer, store, or in any way process Information for purposes related to Contractor:

- i. the Work;
 - ii. complying with legal obligations to which the Engagement Mer is subject;
 - iii. risk management and quality assessments;
 - iv. internal financial-administrative purposes, IT purposes and other support services of an administrative nature of the Contractor; ((i) to (iv) jointly the Processing purposes).
3. For the Processing purposes as referred to in the previous paragraph, the Contractor and Service Providers may process the Client's Information containing Personal data. The transfer of Personal Data within the network of Provider is subject to the Privacy Statement (included on the Contractor website).
 4. The Contractor will not process any Personal Data outside a country of the European Union/European Economic Area, unless the Contractor has obtained explicit written permission to do so from the Client.
 5. The Contractor shall require every Service Provider that processes Personal Data on behalf of the Commission to meet these requirements. For Work where Contractor acts as a Processor of Personal Data on behalf of the Client, the acquisition conditions as referred to in this article of these general terms and conditions are applicable. Conditions shall apply or shall be agreed by the parties in a supplementary processing agreement.
 6. The Client guarantees that he is authorized to provide the Contractor with Personal Data in connection with the execution of the Work and that any Personal Data provided to the Contractor will be processed in accordance with the applicable legislation.

Processing conditions

7. For the purposes of the execution of the Agreement, the Contractor may be instructed by the Contractor to process Personal Data. Within the context of the AVG, the Contractor may be regarded as Processor in the case of certain Work and as Processor Responsible in the case of others. The starting point is the distinction to be made below. The Contractor is Processor Responsible for the performance of the following Work:
 - i. Advice on business and process optimisation; and
 - ii. Guidance and advice on strategy and corporate culture.

The Contractor is Processor in the performance of the following Work:

- i. Implementation Business Intelligence and
- ii. Development of (Management) Dashboards.

The above split is only a guideline. If and in so far as a different division applies on the basis of legislation and regulations or case law, the division on the basis of legislation and

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regulations will be leading. This may also depend on the specific circumstances of the case and the content of the Engagement.

8. If the Contractor acts as Processor of Personal Data for the Client, the parties agree the following terms and conditions, whereby the Client is the 'Processing Responsible Party' and the Contractor is the 'Processor'.
9. Contractor/processor:
 - a. Process personal data exclusively on the basis of written instructions from Client unless applicable privacy laws and regulations oblige it to Process. In that case, prior to the Processing, the Contractor shall notify the Client of this statutory regulation, unless this legislation prohibits this knowledge for important reasons of public interest;
 - b. guarantees that the persons authorised to process Personal Data have undertaken to respect confidentiality or are bound by an appropriate legal obligation of confidentiality;
 - c. take appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
 - d. assists the Client, taking into account the nature of the Processing, by means of appropriate technical and organizational measures, as far as possible, in fulfilling its obligation to respond to requests for the exercise of the Rights of the Complainant as laid down in applicable privacy laws and regulations;
 - e. assists the Client, taking into account the nature of the Processing and the information at its disposal, in ensuring compliance with the obligations arising from applicable privacy laws and regulations;
 - f. deletes all Personal Data or returns them to Contractor at the end of the processing service, depending on the Client's choice, and deletes existing copies, unless storage of the Personal Data is mandatory in accordance with applicable laws and regulations;
 - g. the Client shall make available all information necessary to demonstrate compliance with the obligations laid down in the applicable privacy legislation and regulations and shall enable and contribute to audits, including inspections, by the Client or an auditor authorized by the Client.
10. The Contractor will notify the Client immediately, and in any event within 48 hours, if, in the Contractor's opinion, an instruction violates applicable laws and regulations.
11. Any person acting under the authority of the Client or of Contractor who has access to Personal Data shall process such data exclusively on the instructions of the Client, unless he is obliged to do so in accordance with applicable laws and regulations.
12. The Client and, where applicable, the representative of the Client shall keep a register of the processing activities that take place under their responsibility.
13. The Contractor shall keep a register of all categories of acquisitions and activities which it has carried out on behalf of the Client. This register shall in any event contain the following information:
 - a. The name and contact details of the Client for whose account the Contractor acts and, where applicable, the representative of the Client or Client and of the Data Protection Officer;
 - b. the categories of processing carried out on behalf of the contractor;
 - c. if possible, a general description of the technical and organisational security measures.

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14. The Contractor may employ a Sub-Worker in order to carry out the work for the Customer to carry out specific processing activities, provided that a prior specific or general written consent has been given by the Customer. In the event of general written permission, the Contractor will inform the Client of the intended changes regarding the addition or replacement of Sub-processors, giving the Client the opportunity to object to these changes.
15. The Contractor shall ensure that the Sub-Contractor engaged by it has the same obligations with regard to data protection as are included in these general terms and conditions. In the event that the sub-processor fails to comply with its obligations in respect of data protection, the Contractor shall remain fully liable to the Client for compliance with those obligations of that sub-processor.
16. Taking into account the state of the art, the execution costs, as well as the nature, scope, context and purpose of the processing and the risks to the rights and freedoms of persons, which vary in terms of probability and seriousness, the Client and the Contractor shall take appropriate technical and organizational measures to guarantee a level of security appropriate to the risk. The assessment of the appropriate security level shall in particular take account of the processing risks, in particular those resulting from the loss, alteration or unauthorised disclosure of, or access to, data transmitted, stored or otherwise processed, whether accidental or unlawful.
17. Compliance with an approved code of conduct or certification mechanism as referred to in applicable privacy laws and regulations may be used as an element to demonstrate compliance with applicable privacy laws and regulations.
18. Contractor will inform the Client without unreasonable delay, but no longer than 48 hours as soon as it becomes aware of an infringement in connection with personal data.

17. Other provisions

1. If the Contractor performs Work at the Client's location, the Client must provide a suitable work location that meets the statutory occupational health and safety standards and other applicable regulations relating to working conditions. In that event, the Client must ensure that the Contractor is provided with office space and other facilities which the Contractor deems necessary or useful to carry out the Agreement and which meet all the statutory and other requirements to be imposed on the Contractor. The Client is liable for any damage or costs of the Contractor caused by unsafe situations in the Client's company or organisation. With regard to the (computer) facilities made available, the Client is obliged to ensure continuity by means of, among other things, adequate back-up facilities, security and virus control procedures.
2. The Client will not hire or approach any employee(s) engaged in the performance of the Work in order to enter into the Client's employment, temporarily or otherwise, directly or indirectly, or to perform Work directly or indirectly for the Client, salaried or otherwise, during the term of the Agreement or any grant thereof and during the 12 (twelve) months thereafter, all this subject to forfeiture of a penalty of three months' gross salary payable on demand without judicial intervention by the employee(s) concerned.

18. Repair clauses

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1. If any provision of these general terms and conditions or of the underlying Agreement should be wholly or partly void and/or invalid and/or unenforceable as a result of any statutory provision, court order or otherwise, this will have no effect on the validity of all other provisions of these general terms and conditions or the underlying Agreement.
2. If any provision of these general terms and conditions or the underlying terms and conditions is not complied with. If the Engagement or Agreement should not be valid for a reason as referred to in the previous paragraph, but would be valid if it had a more limited scope or purport, then this provision will - first of all - automatically apply with the most far-reaching or extensive restrictive scope or purport with which or in which it is valid.
3. Without prejudice to the provisions of paragraph 2, the parties may, if they so wish, enter into negotiations with a view to agreeing new provisions to replace the null and void provisions. In doing so, the aim and purport of the null and void provisions will be aligned as far as possible with the aim and purport of the null and void provisions.
4. If there is a lack of clarity regarding the interpretation of one or more provisions of these general terms and conditions, then the interpretation must take place 'in the spirit' of these provisions.
5. If a situation arises between the parties which is not regulated in these general terms and conditions, this situation must be judged in the spirit of these general terms and conditions.
6. If the Client is a natural person who is not or no longer acting in the performance of a profession or business and one or more provisions of these General Terms and Conditions are wholly or partly void and/or invalid and/or unenforceable as a result of a statutory pre-script for the protection of that natural person, the relevant provisions will be deemed not to apply to the Client and will be replaced by provisions that do justice to the (consumer) protection to which the Engaged Fulfilment Provider is entitled.

19. After-effects

All rights and obligations arising out of the Agreement which by their nature are intended, after termination of the Agreement, to shall remain in full force and effect between the Contractor and the Client after termination.

20. Applicable law and choice of forum

1. These general terms and conditions and all Contracts and Agreements between the Client and the Contractor to which these general terms and conditions apply shall be governed exclusively by Dutch law.
2. All disputes which cannot be resolved in mutual consultation and which relate to these general terms and conditions and/or Assignments and Agreements between the Client and the Contractor to which these terms and conditions apply shall be submitted exclusively to the competent court of the court appointed for the place where the Contractor has its registered office.