



PART I: General Terms and Conditions

Article 1: Definitions

In these General Terms and Conditions, the following terms shall have the following meaning:

1. Customer: the natural or legal person who has requested services to be provided by the Supplier;
2. Supplier: the professional service provider *Creatieve Boekhouding BV* domiciled in Eindhoven;
3. Order: the order agreement as referred to in Article 7:400 of the Dutch Civil Code, whereby the Supplier agrees to perform certain activities for the Customer;
4. Services: all services requested by the Customer or provided by the Supplier within the scope of the order. This should be understood in the broadest sense and includes at a minimum the services as mentioned in the power of attorney and/or cooperation agreement;
5. Activities: all current and future electronic or digital activities provided by Creatieve Boekhouding BV which do or do not form part of a Subscription Agreement. Certain Activities are only accessible with a Subscription Agreement.
6. Documentation: all documents provided to the Supplier by the Customer, including administrative articles or data storage media, as well as all other items produced by the Supplier within the scope of the order.
7. General Terms and Conditions: the terms and conditions included in this document which apply to all agreements between the Customer and the Supplier.
8. Subscription Agreement: every agreement between the Customer and the Supplier which entitles the Customer to receive agreed Activities on payment of a monthly subscription rate during the duration of the contract.

Article 2: Applicability

1. These General Terms and Conditions are valid for all Services, quotations and/or Orders to which the Supplier has declared applicable said General Terms and Conditions.
2. The Supplier can only refer to departures from these General Terms and Conditions if these have been accepted by the Supplier explicitly and in writing.
3. No rights can be derived from the departures mentioned in paragraph 2 with regard to any later agreements.
4. In addition to Part I of these General Terms and Conditions, the additional provisions of Part II also apply to the Subscription Agreement. In case of conflict between Part I and Part II, Part II prevails.
5. The Supplier explicitly rejects any applicability of any terms and conditions provided by the Customer.
6. These General Terms and Conditions also apply to all agreements with the Supplier that require third party involvement.
7. If one or more terms of these General Terms and Conditions are considered to be null and void, the remaining terms of these General Terms and Conditions continue to be fully applicable. The Supplier and the Customer shall then enter into consultation to agree on new terms to replace those that are considered to be null and void, taking into account as much as possible the nature and intent of the original term.
8. If the Supplier does not always demand strict compliance with these Terms and Conditions, this does not mean that the provisions therein do not apply, or that the Supplier would to any extent lose the right to demand strict compliance with these Terms and Conditions in other cases.

Article 3: Offers and quotations

1. All offers are without obligation unless the offer contains an acceptance period.
2. All quotations provided by the Supplier are without obligation. They are valid for a period of 30 days, unless otherwise stated. Quotations are not legally binding for the Supplier until accepted in writing by the other party within 30 days, unless otherwise stated.
3. All prices in the aforementioned offers and quotations are excluding VAT and other governmental taxes as well as any costs related to the execution of the agreement, such as postage and administrative costs, unless otherwise stated.
4. The acceptance is not legally binding for the Supplier if it deviates (even in minor detail) from the proposed quotation. The agreement will not be affected in accordance with said deviating acceptance, unless indicated otherwise by the Supplier.
5. In case of a composite quotation, there is no obligation for the Supplier to provide a portion of the Order against a proportion of the totally offered price.
6. Offers, quotations or previously charged fees do not automatically apply to future agreements.

Article 4: Commencement and duration of the agreement

1. The agreement is only established and commences when the Customer requests for certain Services to be provided. A verbal commitment is sufficient.
2. The parties are free to prove the establishment of the agreement by other means.
3. The agreement is entered into for an indefinite period of time, unless it is in the nature of the accepted Order that the agreement is entered into for a definite period only.

Article 5: Information supplied by Customer

1. The Customer shall provide the Supplier in a timely manner and in the correct format with all information and Documentation which the Supplier deems necessary to correctly execute the accepted Order.
2. The Supplier reserves the right to postpone execution of the Order until the Customer has met the obligation outlined in paragraph 1.
3. All Documentation made available by the Customer can be returned upon request at the expense and risk of the Customer.
4. Unless the Supplier has been informed of a new address in writing, the Supplier will use the address provided to him by the Customer.
5. The Customer is responsible for the correctness and completeness of all information and Documentation provided by the Customer.

Article 6: Execution of the agreement

1. The Supplier shall execute the agreement to the best of his knowledge and ability and in compliance with the best interests of the Customer and the current state of legislation.
2. The Supplier reserves the right to outsource certain services to third parties if required for the correct execution of the agreement. The applicability of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly ruled out.
3. The Customer shall provide the Supplier in a timely manner with all information which the Supplier deems necessary or which the Customer can be reasonably expected to understand as necessary for the execution of the agreement. If the necessary information for the execution of the agreement is not provided to the Supplier in a timely manner, the Supplier reserves the right to postpone execution of the agreement and/or to charge the Customer for any costs incurred due to the delay according to the usual rates.
4. The Supplier shall not be liable for damage of any kind due to incorrect and/or incomplete information provided by the Customer, unless the incorrectness or incompleteness thereof should have been known to the Supplier.
5. If it has been agreed upon that the agreement shall be executed in phases, the Supplier can postpone execution of subsequent phases until such time when the Customer has settled all fees relating to previous phases.

6. If the Supplier or his third party partners provide Services within the scope of the Order at the premises of the Customer or at another location indicated by the Customer, the Customer shall provide free of charge any facilities that said employees may within reason demand.
7. The Customer indemnifies the Supplier against any claims of third parties who suffer a loss due to the execution of the agreement and for which the Customer is liable.

Article 7: Obligations of the Customer

1. The Customer must provide the Supplier in a timely manner and in the correct format with all information and Documentation which the Supplier deems necessary for the correct execution of the Order.
2. If the Customer does not provide the afore-mentioned information and Documentation in a timely manner and in the correct format, the Customer shall be liable for any costs and fees incurred due to the delay.
3. The Customer shall guarantee the correctness, completeness and reliability of the information and Documentation provided to the Supplier, even if they originate from third parties.
4. The provided Documentation can be returned to the Customer upon request.
5. The Customer is required to inform the Supplier about all information which is necessary or useful to execute the Order.
6. The Customer shall inform the Supplier immediately if the Customer:
 - a. intends to apply for a (temporary) moratorium;
 - b. has obtained a (temporary) moratorium;
 - c. intends to file a petition in bankruptcy;
 - d. knows that one or more of his creditors principals have filed a petition in bankruptcy;
 - e. has been adjudicated to be bankrupt.

Article 8: Electronic communication

During the execution of the Order, the Customer and the Supplier can communicate with each other through electronic means. The Supplier is not liable for any damage to the Customer due to the use of electronic means of communication, including – but not limited to – damage due to non-delivery or delayed delivery of electronic communication; interception or manipulation of electronic communication by third parties or by software/equipment used for sending, receiving or processing of electronic communication; transmission of viruses; and malfunctioning of the telecommunications network or other means necessary for electronic communication, except insofar as the damage is the consequence of an intentional act or gross negligence on the part of the Supplier. The data extracts from the computer systems of the Supplier form compelling evidence of (the contents of) the electronic communication sent by the Supplier until the Customer has provided evidence to the contrary.

Article 9: Amendment of the agreement

1. If during the execution of the agreement it becomes evident that for proper execution thereof it is necessary to modify or supplement the Services to be completed, the parties shall in a timely manner and by mutual arrangement amend the agreement accordingly.
2. If the parties agree to an amended or supplemental agreement, this may impact on the time of completion of execution. The Supplier shall inform the Customer thereof as soon as possible.
3. If the amended or supplemental agreement has financial and/or qualitative consequences, the Supplier shall inform the Customer thereof in advance.
4. If a fixed fee has been agreed upon, the Supplier shall indicate the degree to which the amended or supplemental agreement will result in an increase of said fee.
5. Contrary to the conditions in paragraph 3, the Supplier shall not charge additional costs if the amended or supplemental agreement is the result of circumstances attributable to the Supplier.

Article 10: Exceeding the agreed term of execution

If a term has been agreed upon to complete certain services within the term of the agreement, this shall never be a statutory limit. If the term of execution is exceeded, the Customer shall hold the Supplier liable in writing, insofar as the Customer has not yet been notified by the Supplier that the term has been exceeded.

Article 11: Fee

1. The parties can agree a fixed fee when the agreement is established.
2. If no fixed fee is agreed upon, the fee shall be determined on the basis of actual hours worked. The fee is calculated according to the usual hourly rates of the Supplier for the period during which the services are completed, unless a different hourly rate has been agreed upon.
3. The fee and any cost estimates are excluding VAT.
4. For Orders of more than three months in duration, the costs due shall be charged periodically.
5. If the Supplier and the Customer agree to a fixed fee or hourly rate, the Supplier nonetheless reserves the right to increase said fee or rate.
6. In addition, the Supplier reserves the right to pass on price increases if in the period between offer and delivery the rates of for example wages have increased.
7. In addition, the Supplier reserves the right to increase the fee if during the execution of the Services it becomes evident that the originally agreed or expected quantity of work was underestimated to such a degree at the time of conclusion of the agreement, and without the Supplier being liable, that the Supplier cannot reasonably be expected to complete the agreed Services for the originally agreed fee. The Supplier shall notify the Customer of any planned increase of the fee or rate. The Supplier shall thereby indicate the extent of the increase and the date on which the increase shall take effect.

Article 12: Payment

1. Payment is due within 14 days of date of invoice by means to be determined by the Supplier and in the currency in which the invoice was issued. Any objections against the invoice amounts do not provide for postponement of payment.
2. If the Customer fails to pay within a period of 14 days, the Customer is legally in default. The Supplier shall send a reminder. If the Customer again fails to pay within a period of 10 days, the Supplier shall announce legal action after another period of 5 days has expired. The Customer is liable for any charges resulting therefrom. In addition, after the last default period has expired, interest of 2% per month on the amount due shall be payable to the Supplier, unless the statutory interest is higher, in which case the statutory interest shall apply. The interest on the amount due shall be calculated from the moment the Customer is in default of payment up to the date of full settlement.
3. In the case of liquidation, bankruptcy, sequestration or moratorium of the Customer, the claims of the Supplier against the Customer are payable immediately.
4. The Supplier reserves the right to allocate any payments made by the Customer first against any costs, subsequently against the arrear interest and finally against the principal and the current interest. The Supplier can, without being in default, refuse payment if

the Customer indicates another order of payment allocation. The Supplier can refuse full payment of the principal if payments against the arrear and current interest as well as any costs remain outstanding.

5. In the cases as outlined in paragraphs 1-3, the Supplier shall cease work as long as and insofar as the Customer is in default of payment. The Customer shall receive explicit notice of cessation of work which exempts the Supplier from any liability.

6. In case of a jointly given Order, the Customers are severally liable for payment of the invoice amount and the interest(s) and costs due.

7. If the Customer has defaulted on one or more of his obligations, the Customer is liable for all reasonable extrajudicial costs to obtain payment, an immediately payable penalty of €75.

Article 13: Collection costs

1. If the Customer continues to default on timely payment of a sum of money, the invoice will be transferred to a collecting agency and is the Customer liable for all extra collecting costs.

2. Higher costs incurred by the Supplier which were reasonably necessary also qualify for payment.

3. The Customer is also liable for any reasonable judicial and execution costs made.

4. Interest is payable by the Customer on any collection costs made.

Article 14: Inquiries and complaints

1. The Customer shall notify the Supplier in writing about any complaints about Services rendered within 8 days of discovery, but no later than 14 days after completion of said Services. The proof of default shall include a detailed description of the nature of the complaint to enable the Supplier to provide an adequate response.

2. If a complaint is valid, the Supplier shall complete the Services as agreed upon, unless this has meanwhile become demonstrably pointless to the Customer. The Customer shall inform the Supplier of the latter in writing.

3. If it is no longer possible or meaningful to complete the Services agreed upon, the Supplier shall only be liable within the limitations of Article 15.

Article 15: Termination

1. Both parties may terminate the agreement in writing at any time before the end of the month.

2. If the Customer terminates the agreement prematurely, the Supplier is entitled to compensation for any reasonable loss of use caused thereby, unless the termination is the consequence of facts or circumstances attributable to the Supplier. In addition, the Customer shall be liable for payment of any charges for services already completed. Provisional results of services already completed shall conditionally be made available to the Customer.

3. If the Supplier terminates the agreement prematurely, the Supplier shall complete the services to be rendered in consultation with the Customer, unless the termination is the consequence of facts or circumstances attributable to the Customer.

4. In the cases as outlined in paragraphs 1-3, the Supplier shall only return Documentation and data storage media if and insofar as all monies owed have been paid. The Supplier shall be liable for collection of the items.

Article 16: Suspension and rescission

1. The Supplier is authorised to suspend compliance with the obligations or to rescind the agreement if:

- the Customer does not comply with all obligations in the agreement;

- after conclusion of the agreement circumstances come to the notice of the Supplier that may lead to reasonable doubt that the Customer will not comply with the obligations. In the case of reasonable doubt that the Customer will only partially or inadequately comply, suspension is only authorised insofar as justified by the shortcoming;

- during conclusion of the agreement the Customer was requested to guarantee compliance with his obligations in the agreement, but said guarantee remains absent or is insufficient.

2. In addition, the Supplier is authorised to rescind the agreement if circumstances arise that are of such a nature that compliance with the agreement is impossible or can no longer be demanded based on principles of reasonableness and fairness, or if otherwise circumstances arise that are of such a nature that unaltered continuation of the agreement cannot reasonably be expected.

3. If the agreement is rescinded, any claims of the Supplier against the Customer are payable immediately. If the Supplier suspends compliance with the obligations, he retains his claims established by law and agreement.

Article 17: Liability

1. Any liability on the part of the Supplier is limited to what is outlined in this section.

2. If the Supplier is liable for any direct damage, said liability is limited to a maximum of twice the invoice value, at least for that portion of the Order to which the liability relates. Liability is at any time limited to a maximum of the value of the payment to be made by the insurer of the Supplier in said case.

3. Contrary to the conditions in paragraph 2 of this Article, for Orders of more than six months in duration liability is further limited to that portion of the fee charged for the previous six months.

4. Direct damage shall mean only the following:

- any reasonable costs to assess the cause and extent of the damage, insofar as the assessment relates to damage within the meaning of these Terms and Conditions;

- any reasonable costs incurred to have the Supplier's defective performance conform to the agreement, unless these can not be attributable to the Supplier;

- any reasonable costs incurred to prevent or limit damage, insofar as the Customer can demonstrate that said costs have led to a limitation of the direct damage within the meaning of these General Terms and Conditions.

The above applies provided that the liability in terms of tax issues is limited to interest on monies owed or fines. Under no circumstances can it be extended to include the difference in tax payments.

5. The Supplier is never liable for any indirect damage, including consequential loss, lost profit, missed savings and loss due to business interruption.

6. The Supplier is never responsible for any erroneous input and/or processing of personal data or any other form of information entered by the Customer on the website mijn.creativeveboekhouding.nl. Nor is the Supplier responsible or liable for interruptions of and/or failures with internet access, one or more of the internet sites mentioned in these General Terms and Conditions, cable (or any other relevant) network, software or hardware. In such cases, the Supplier explicitly rejects any responsibility.

7. The liability limitations for direct damage mentioned in these Terms and Conditions do not apply if the damage is the consequence of an intentional act or gross negligence on the part of the Supplier or his employees.

Article 18: Indemnification

1. The Customer indemnifies the Supplier against any claims made by third parties in respect of intellectual property rights on materials or data provided by the Customer which are used during the execution of the agreement.

2. If the Customer provides information carriers, electronic files or software etc. to the Supplier, the Customer guarantees that said information carriers, electronic files or software are free from viruses and malware.

Article 19: Force majeure

1. The parties are not bound to comply with any obligation if they are prevented from doing so due to a circumstance that is not their fault and for which they cannot be held accountable in terms of the law, a legal transaction of prevailing social opinion.
2. In these General Terms and Conditions, force majeure refers only, in addition to its definition in the law and jurisprudence, to all external causes, foreseen or unforeseen, which the Supplier cannot influence in any way, but which prevent the Supplier from compliance with the obligations. This includes strikes in the company of the Supplier.
3. The Supplier also reserves the right to plead force majeure if the circumstance preventing said (further) compliance sets in after the Supplier should have complied with his obligations.
4. The parties can suspend the obligations in the agreement for the duration of the period of force majeure. If this period lasts longer than two months, each party reserves the right to rescind the agreement without any obligation to compensate damage to the other party.
5. Insofar as the Supplier has already complied or will be able to comply with a portion of his obligations in the agreement at the time that force majeure occurs, and a separate value can be attached to the portion that has been or will be complied with, the Supplier reserves the right to invoice separately for the portion that has been or will be complied with. The Customer shall be held to pay said invoice as if it were a separate agreement.

Article 20: Confidentiality

1. Both parties are obliged to confidentiality of all confidential information obtained from each other or from other sources within the scope of the agreement. Information shall be considered confidential if the other party has so notified or if this results from the nature of the information.
2. If the Supplier is required by law or judicial decree to share confidential information with third parties appointed by law or the competent judge, and the Supplier cannot plead privilege of non-disclosure recognised by law or granted by the competent judge, the Supplier shall not be liable for damages or compensation and the other party shall not be entitled to rescission of the agreement due to any damage caused.

Article 21: Intellectual property and copyright

1. Without prejudice to the other provisions in these General Terms and Conditions, the Supplier reserves the rights and powers granted to the Supplier pursuant to the Dutch Copyright Act.
2. All items provided by the Supplier, such as reports, recommendations, agreements, designs, drafts, drawings, software etc., can only be used by the Customer and cannot be multiplied, published or passed on to third parties without prior approval from the Supplier, unless this results from the nature of the provided items.
3. The Supplier reserves the right to utilise for other purposes the knowledge gained from the execution of the Services, insofar as no confidential information is passed on to third parties.

Article 22: Personnel

During the term of the agreement and for one year after that, the Customer shall not hire or otherwise enter into an employment contract, directly or indirectly, with any employees of the Supplier or of companies with which the Supplier cooperated to execute said agreement and who are (were) involved with the execution of the agreement, except after professional consultation with the Supplier.

Article 23: Dispute resolution

1. The judge in the domicile of the Supplier is exclusively authorised to take note of any disputes, unless the cantonal judge is authorised. Nonetheless, the Supplier reserves the right to present the dispute to the judge who is authorised by law.
2. The parties shall only appeal to a judge after they have made every effort to resolve a dispute in mutual consultation.

Article 24: Applicable law

All agreements between the Supplier and the Customer are governed by Dutch law.

Article 25: Modification, clarification and location of Terms and Conditions

1. The Terms and Conditions can be consulted at any time on the website mijn.creatieveboekhouding.nl. A copy of the General Terms and Conditions will also be sent free of charge upon request.
2. In the event of clarification of the content and scope of these General Terms and Conditions, the Dutch language version shall always apply.
3. The most recent version, or as the case may be the version that applied when the agreement was established, shall always apply.

Part II: Additional provisions for Subscription Agreement

Article 1: Duration of Subscription Agreement

Unless determined otherwise, the Subscription Agreement is entered into for an indefinite period of time.

Article 2: Rates and taxes

1. Subscriptions are paid for monthly by direct debit. The Customer will be asked to sign a direct debit mandate.
2. Payment must be made no later than 14 days from the invoice date. In case of late payment, the Customer is in default without further notice.
3. Upon entering the Subscription Agreement, the Customer can choose between various accounting packages.
4. The rates of the accounting packages depend on the legal form of the Customer, the size of the company, the complexity of the annual statement of accounts and any additional (fixed) Activities.
5. Recalculation is possible if Activities took considerably more or less time than previously provided for. In case of recalculation, the Customer will be notified in advance.
6. The Customer can only choose certain accounting packages if the tax authorities have given express permission to submit a single annual turnover tax return.
7. The monthly rates are based on a full financial year of 12 months from January to December. If the Customer does not purchase a full financial year, a recalculation will take place at the end of the financial year or at the end of the subscription agreement.
8. The Activities of the accounting packages are only included if they relate to a full financial year of 12 months from January to December. If this is not the case, a recalculation will take place at the end of the financial year.
9. If the Customer belongs to multiple companies, one of the accounting packages can be recalculated in consultation with the Supplier.
10. The rates of the accounting packages apply to companies with no more than 1500 book entries per year. If the number of book entries is more than 1500, the rate can be adjusted in consultation with the Customer starting from the first instalment of the next financial year.
11. The Supplier is entitled to amend the rates at any time.

Article 3: Commencement of the package activities.

Existing Customers entering into a Subscription Agreement will have access to the electronic Activities of the relevant package on the day following the signing of the Subscription Agreement.

New Customers will have access to the Activities within 7 working days after provision of all information and signing of the Subscription Agreement.

Article 4: Termination

1. The Subscription Agreement can be terminated at any time before the end of a calendar month. The termination is effective from the first date of the month following receipt of the termination. If the Subscription Agreement is terminated, the Customer is not entitled to a refund of any paid instalments of the Subscription Agreement.

2. In case of termination before payment of the full 12 instalments of the relevant financial year, the Activities for the relevant financial year will not be continued.

3. Without prejudice to the powers which have been legally granted to the Supplier and without being bound to any form of damage compensation, the Supplier is entitled to dissolve a Subscription Agreement or the delivery of Activities immediately, without judicial intervention, if:

a. the Customer does not comply with its obligations from the Subscription Agreement;

b. the Customer is put in receivership;

c. the Customer files and is granted a petition in bankruptcy or a debt repayment plan, or if an event happens or a situation arises which is comparable to one of the above-mentioned events or situations;

d. a change in circumstances arises which no longer justifies continuation of the Subscription Agreement.

If the relationship and/or the Subscription Agreement between the Customer and the Supplier is terminated, for whatever reason or on whichever basis, all claims of the Supplier against the Customer become payable immediately and the Customer will immediately settle all open invoices with the Supplier, in default of which the Customer will be liable.