1. Offerings Agreement

1.1. These terms and conditions are applicable to all offers, legal relationships and agreements, whereby the Supplier of goods and / or services of any kind supplies to the Client. Deviations from, and additions to these general conditions are valid only if explicitly agreed in writing. In case of conflict between the general conditions of the Supplier and the Client, the conditions of the agreement will precedence over these general conditions. Supplier reserves the right to change these general conditions without further notice, in which case the amended conditions on the agreement will apply.

1.2. All offers and other statements by the Supplier are not binding, unless indicated otherwise in writing by Supplier. Client is responsible for the accuracy and completeness of the specified sizes, requirements, specifications of the performance and other information on which Supplier bases its offer.

1.3. Applicability of purchase and other conditions of Client are explicitly rejected.

1.4. If any condition of these general conditions are invalid or are nullified, the remaining conditions of the general conditions will remain in full effect.

1.5. Supplier may always demand (further) requirements concerning communications between parties, or performing legal acts by email.

2. Definitions

In these general conditions the following definitions are used:

API: The API's (such as the Address API en other offered API's) of which the intellectual property rights rest with Postcode.nl or its licensors;

Order form: the order form offered via the Postcode.nl website with which the Client can order the desired address data product;

Client: a natural person who exercises profession or business, or a legal entity who is client of Supplier and uses the Service(s) and Data for Internal use on the basis of an agreement with Supplier. Client is not allowed to develop and offer services identical or similar to Supplier concerning enriching Data for the delivery and/or making available to third parties;

Data supplier: the supplier of Supplier, who supplies Data to Supplier, including Data from third parties (data owners);

Service(s): the service(s) offered by the Supplier through its website, whereby under an agreement between Client and Supplier, data, including Data, is made available for Internal use to Client using a delivery method chosen by Supplier, as any future changes to the service;

Data: The data obtained by the Supplier from Data Suppliers, and whether or not enriched or otherwise modified by Supplier, supplied to Client under the Service;

Internal use: the use by the Client for its own internal organisation;

Supplier: Postcode.nl, or its legal successor under universal or particular title;

3. Price and payment

3.1. All prices are excluding value added tax (VAT) and other taxes imposed by the government.

3.2. The Client shall owe the fee for the Service as indicated on the website of the Supplier or the relevant Order Form and at the time of completion of the order, unless otherwise agreed.

3.3. If it is stated on the website that the payment can only take place via the website by means of the electronic payment services offered (such as IDEAL), the payment will take place upon ordering. The general terms and conditions of the payment service used apply to this payment method. Supplier is not liable for any resulting and / or related damage. In all other cases, payment of the agreed fee for the Service(s) must be paid on a flat rate basis, and are equal to 15% of the outstanding amount.

3.4. Client is not entitled to settle or suspend a payment.

3.5. In the event of a periodic payment, the Supplier is entitled to increase the applicable prices and rates with an amount equal to the inflation consumer price index (CBS). If the Supplier adjusts an increase by an amount higher than the inflation consumer price index (CBS), the Supplier shall inform the Client of the increase in advance and the Client shall be entitled within 20 (20) days of the notification to notify the agreement to which the increase will be made in writing by registered mail by the date on which the increase would take effect.

3.6. If Client fails to pay the owned amounts on time, Client is, without any warning or proof of default, indebted to pay statutory commercial interest (art. 6:119a BW) over the outstanding amount. Should Client, after a formal notice or proof of default, not pay the outstanding amount, then Supplier may claim for collection, in which case Client is owed to pay the total amount owed, and is obliged to pay all legal and extrajudicial costs, including fees charged by external experts in addition to the costs assessed in court. The extrajudicial costs are calculated on a flat rate basis, and are equal to 15% of the outstanding amount.

4. Service / Use / Privacy

4.1. Each party warrants that all of the data and information of the other party of which one knows or should know that the data and information is confidential, should stay confidential, unless a legal duty requires to disclose the data and information. The party receiving the confidential information shall only use this information for the purpose for which it has been provided. Information shall in any case be treated as confidential if one of the parties marks it as such.

4.2. Client has a non-exclusive, non-transferable and non-sublicensable right to use the Data and Services, solely for Internal use, and under the condition of timely and full payment by the Client of the amounts due to Supplier. Resale and/or supplying Data to third parties by Client is not permitted.

4.3. The Client is not permitted to use the Service(s) for purposes other than agreed. The Client is not permitted to use the Data for purposes other than consulting the Data. The Client is not permitted to copy or edit the underlying software or system, or to reproduce or otherwise make the Data public.

4.4. Client may not remove or change identifying marks and characteristics of intellectual property rights and trade names of the Service.

4.5. In case of violation of these conditions as described in this article, the use by the Client will cease immediately and without prior notification and/or proof of default and Client is obliged to cease use of the Service and/or Data and return documentation and Data to Supplier and remove all Data from its system or have it removed. Client is not entitled to reimbursement of what they have (pre-) paid to Supplier and not withholding the other rights of Supplier. Client shall pay Supplier an immediately payable fine of €7,000 (seven thousand Euro) for each event if Client acts in breach of the above and of €685 (six hundred eighty-five Euro) for each day the violation continues, up to a maximum totalling €50,000 (fifty thousand Euro), notwithstanding the right of Supplier to claim additional damages for other sustained damage when the damages exceed the fine, which includes damages Supplier suffers in the relationship with
4.6. Client shall indemnify Supplier against claims by persons of whose personal data has been recorded, or is processed in the context of a registration maintained by Client, or for which Client under law is otherwise responsible, unless Client can prove that the facts upon which the claim is based are solely attributable to Supplier.

4.7. When the Data supplier changes the delivery of Data and/or changes the terms thereof, Supplier is entitled to change the size and/or content of the Service (including the pricing of the Service) on the date when the change goes into effect. When the Data supplier ceases (for whatever reason) delivery of Data for the Service, or cancels the agreement between Supplier and Data supplier, Supplier is entitled to cancel the agreement on the date of cancellation. In none of these cases Supplier will be bound to any damages claimed by Client due to aforementioned cases. The payment obligation of Client to Supplier within these cases is (proportional) to the date of termination. Supplier shall inform Client as early as possible.

4.8. If and insofar as the Service consists of supplying API(s), the provisions of articles 4.9 up to and including 4.13 also apply.

4.9. The number of requests/notifications/checks per account is based on a chosen subscription with a corresponding volume. Supplier reserves the right to inhibit and/or block any use by Client and/or its clients if the use of the API leads to a reduction of functionality for other users, for example due to excessive requests.

4.10. If the volume of the subscription is exceeded, the Supplier automatically upgrades the account to a fitting subscription. If the volume of the highest subscription is exceeded, an estimate is made of the further usage in the subscription year and will be invoiced in blocks of 10% of this volume.

4.11. The APIs, as well as the available plugins, are delivered ‘as-is’ by the Supplier, the Supplier does not provide maintenance and/or support. The Client is responsible for the proper use of the APIs for the agreed purposes only, in accordance with these general Terms and Conditions. The Supplier advises the Client to use the APIs in such a way that it does not form a crucial part of the (ordering) process of the Client.

4.12. Supplier does not guarantee that the APIs are at all times (fully) available and/or reliable, nor that it is suitable for the purposes intended by Client.

4.13. The Supplier is entitled to deny the Client access to the API without further notice if the Supplier suspects that the Client is acting in violation of the provisions of Article 4.9 up to and including 4.12. Supplier is at all times entitled to terminate or cease its services for reasons of its own.

5. Data Processing Agreement when using APIs
5.1. The data processing agreement relates to the address data that are delivered to Supplier via an API. The postcode API with which address data is derived from a postcode or coordinate may only be used by the Client in accordance with the applicable laws and regulations, including the General Data Protection Regulation. The purpose of using the API is to verify the correctness of an address and/or to complete the postcode-house number combination so that the Client has correct address data.

5.2. The data processing agreement is part of the agreement for the use of an API and is entered into at the start of the agreement and ends when the agreement is terminated.

5.3. Both the Supplier and the Client cannot cancel the data processing agreement prematurely, this is part of the agreement.

5.4. The Client is not permitted to use or process the Data and/or the Service in violation of these general terms and conditions, the agreement and/or a legal obligation, including in violation of the statutory provisions for the protection of privacy at any time personal data, such as the General Data Processing Regulation and the Telecommunications Act (Tw). The Client must carefully and lawfully use and/or process the Data and/or the Service and take adequate measures to ensure this.

5.5. All Postcode database data are stored on our own servers and are secured to the highest standards. The servers location is in the Netherlands and falls therefore under Dutch law. Because we try to be a paperless office, we keep as few offline paper archives as possible. If there are offline archives these are physically secured and accessible only to authorised personnel. Furthermore, access security, workplace security (login systems with 2-factor authentication etc), and other possible security devices are installed where it is deemed mandatory and/or necessary. The level of security will be kept to the highest standards and its usefulness will be regularly discussed with employees.

5.6. Where possible, we work according to the Privacy by Design principle so that privacy is already guaranteed in the processes that are being developed.

5.7. To store the data required for an agreement and to store the communication that has been created, third-party services (Olarlk, Google, Mailchimp, Groove) are used where the servers are located outside the European Union. These parties are compliant with the General Data Protection Regulation.

5.8. In the event of data breaches, Postcode.nl will report this to the Dutch Authority for Data Protection. This will take place within 72 hours after the discovery of the data breach if it appears that the data breach has risks for the rights and freedoms of natural persons. If after investigation it appears that the person concerned will suffer adverse consequences, Postcode.nl will inform the person concerned.

5.9. The processing of the all relevant data is described in the document Register processing activities, see appendix 1.

6. Rights of intellectual and industrial
6.1. All rights of intellectual and industrial property with respect to the Data, are held by the Data supplier or third parties (including the source holders). Supplier does not guarantee the accuracy and/or completeness of the Data, which Data Supplier and the Data supplier obtain from third parties (so called source holders, including municipalities).

6.2. All rights of intellectual and industrial property, including copyrights and database rights in relation to the Service, but excluding the Data as obtained from the Data supplier, vested in the Supplier or its suppliers or its affiliates.

6.3. The provision of the Data and/or the Service is not intended to transfer any intellectual and/or industrial property.

6.4. In case of violation of the rights of Supplier, Data supplier and its suppliers/third parties mentioned in this article, the agreement with Client will be terminated with immediate effect, and without the requirement of any further notice or proof of default. In that case Client is obliged to return the Data what has been supplied under the Service or on request by Supplier destroy and dispose the Data and Client must discontinue use, Client is not entitled to reimbursement of what they have (pre-) paid to Supplier and not withholding the other rights of Supplier. Client cannot claim damages if the agreement is terminated this way.

7. Delivery terms
7.1. In all cases, even if parties have explicitly and in writing agreed to a deadline, Supplier will be in default due to time overrun after Client has informed him of default in writing.
8. **Duration and termination agreement**

8.1. The agreement is for a period of one year, which period will be silently renewed for the same period, unless either party has terminated the agreement two months before the end of the yearly period.

8.2. Each party is entitled to annul the agreement unless the other party, in all cases after a proper and as detailed as possible proof of default in writing whereby a reasonable period has been set to rectify the shortcoming, accountably fails to fulfil essential obligations under the agreement.

8.3. Either party may terminate the contract without proof of default with immediate effect in full or partial writing when the other party – whether or not provisional – suspension of payment is granted, when bankruptcy of the other party is filed or the organisation the other party is being liquidated or terminated other than for reconstruction or merger of companies. Supplier will by this termination not be adhered to restitution of already received payments or damages. In case of bankruptcy of the Client, the right of use of the Data expires by law.

8.4. If Client at the moment of annulment as referred to in art. 7.2 already has received services under the agreement, then these services and the related payment obligation will be no subject of annulment, unless Client proves that Supplier is in default of those services. Amounts that have been invoiced by Supplier in relation to the proper execution of the agreement before the annulment, stay in compliance with the preceding sentence fully payable and shall be due immediately at the moment of annulment.

9. **Accountability of Supplier; indemnification; penalty clause**

9.1. Supplier does not guarantee the accuracy, completeness and/or the availability of the Data and/or Service and doesn’t issue guarantee for this. The use of the Data and/or the Service and their availability is entirely at the own risk of the Client. Supplier doesn’t accept any liability on any basis whatsoever for the use and/or inability to use the Data and/or the Service, except in the case of wilful misconduct or gross negligence of Supplier. In case this total exclusion of liability does not hold in court, the liability of Supplier is limited to the amount that has been paid by Client for the Service or Data in the year preceding the date on which Client holds Supplier responsible. In no event however shall the maximum liability of Supplier exceed € 10,000.

9.2. Liability of Supplier for indirect damages, consequential damages, lost profits, lost savings, loss of goodwill, damage through business interruptions, loss or corruption of data or Service, and all other forms of indirect damage from whatever cause, is excluded.

9.3. Suppliers’ liability for attributable breach of contract occurs in all cases only if the Client gives Supplier immediate and proper notice of default, whereby a reasonable period has been set to rectify the shortcoming, and Supplier after this period remains defaulting in the fulfilment of its obligations. The notice should be a complete and detailed description of the shortcomings, so Supplier is able to respond adequately.

9.4. Condition for the creation of any right to damages is that damages are reported to Supplier in writing and as soon as possible. Any claim for damages shall expire by the expiration of 12 months after the claim arises.

9.5. The provisions of this article shall also apply in favour of all (legal) persons who the Supplier uses in executing the agreement, including the Data supplier.

9.6. Customer shall indemnify Supplier against all damages or claim from third parties arising from the use of the Service and/or Data by Client.

9.7. In the case Client is in breach with one or more obligations as included in the agreement and these general conditions, Client is due to Supplier an immediately payable penalty of €5,000 (five thousand euro) per event, without need for proof of default and notwithstanding the right of Supplier to claim additional damages for other sustained damage when the damages exceed the fine. In that case the penalty amount is deducted from the compensation.

10. **Force Majeure**

10.1. Neither party is obliged to fulfil any obligation when it is prevented from this obligation as result of force majeure. Force majeure includes force majeure of Data supplier and other suppliers of Supplier.

10.2. If a force majeure situation has lasted longer than ninety days, parties have the right to annul the agreement by written notice. What already has been performed under the agreement shall in that case be settled proportionally, without either party owing the other party anything.

11. **Applicable law and disputes**

11.1. The agreements between Supplier and Client are governed by Dutch law.

11.2. In case of ambiguity between the different language versions of the Terms and Conditions the Dutch version will prevail.

11.3. Disputes arising between Supplier and Client may arise from the agreement between Supplier and Client, as well arise from further agreements that result from it, are to be settled by means of arbitrage in accordance the rules of settlement of the Stichting Geschillenoplossing Automatisering (SGOA / www.sgoa.org), undiminished the right of parties to ask for a provision in arbitrary summary proceedings and undiminished the right of each party to take protective legal measures.
Appendix 1: Register processing activities

What data is recorded and how is this being used?
To offer products and services Postcode.nl BV needs certain information from her users and customers. Under the General Data Protection Regulation (GDPR) Postcode.nl B.V. is required to explain for what purposes the data is collected. Here you can find what data is collected and how it is being used.

Website visitor who uses non paid services
As website visitor on www.postcode.nl it is possible to look up information regarding postcodes and the products that Postcode.nl offers.
Related domains:
• www.postcode.nl
• be.postcode.eu
• Services.postcode.nl

The following information is stored with non-logged in and logged-in visitors/users who do a search on the site:
• IP address;
• Time points;
• Search.

Non-logged in visitors/users can contact us via a contact form. This requires the following information:
• Subject category;
• Organisation name;
• First name;
• Last name;
• Email address;
• Telephone number (not required);
• Question or remark.

Visitors/users can report back to the Dutch government if they notice incorrect information. An account needs to be created for this: See section "Visitor / user who creates an account (SSO)".

Feedback data is forwarded to Kadaster and the responsible municipality after approval by an employee of Postcode.nl B.V.. With this feedback the following information is requested:
• Email address;
• First and last name;
• Address with a problem;
• Type of feedback;
• Reason feedback.

If a report has been forwarded, Kadaster will show this on their public website, with a possible response from the municipality. Do not include any personal details in the feedback!
• Address with a problem;
• Type of feedback;
• Reason feedback.

User/Customer who creates an account (SSO)
A user/customer can register and log in to the different Postcode.nl websites with the same login details. This is called an ‘SSO account’. The term SSO stands for ‘Single Sign On’.
Related domains:
• session.postcode.nl

Postcode.nl account
The following information is requested and/or saved when creating an SSO account to log in via a password:
• Email address;
• Password; (‘Dynamic salting, SHA256 hashed’) 
• First and last name;
• Create date and time account.

When changing SSO account data as logged in SSO account user.
• E-mail address;
• Password; ("Dynamic salting, SHA256 hashed")
• First and last name.

Twitter
When registering/logging in with a Social Profile from Twitter, the following data is retrieved from Twitter:
• Authentication code (OAuth) as proof of login via Twitter;
• Email address;
• First and last name.

We ask for permission for the following during linking to an SSO account.
This application will be able to:
- Read Tweets from your timeline.
- See who you follow.

**Google**
When registering / logging in with a Social Profile from Google, the following data is retrieved from Google:
- Authentication code (OAuth) as proof of login via Google;
- Email address;
- First and last name.

We ask for permission to the following during linking to an SSO account.

Has access to:
- Basic account info
- View your basic profile info
- View your email address

**LinkedIn**
When registering/logging in with a Social Profile from LinkedIn, the following data is retrieved from LinkedIn:
- Authentication code (OAuth) as proof of login via LinkedIn;
- Email address;
- First and last name.

We ask for permission to the following during linking to an SSO account.

Postcode.nl Social Sign On would like to:
- Use your name, photo, headline, and current positions
- Use the primary email address associated with your LinkedIn account

**Facebook**
When registering/logging in with a Social Profile from Facebook, the following data is retrieved from Facebook:
- Authentication code (OAuth) as proof of login via Facebook;
- E-mail address;
- First and last name.

We ask for permission to the following during linking to an SSO account.

Postcode.nl Social Sign On will receive:
- Your public profile and email address.
- Your public profile includes name, profile picture, age range, gender, language, country and other public info.

**Customer of one of the paid online services of Postcode.nl B.V.**
To use the paid services of Postcode.nl an account needs to be created. The products of Postcode.nl B.V. are aimed at companies, for consumers the products have little added value. For complete databases it is not necessary to create an account, the application for a database is done via a different ordering process.

**Related domains:**
- services.postcode.nl
- account.postcode.nl

When creating a master account, the following information is requested:
- Email address;
- Password;
- Chamber of Commerce number;
- Contact;
- Telephone number;
- Websites;
- Other contacts.

**Applying for an Address API (also called Postcode check API):**
- Billing address;
- Reason request;
- Optional Purchase Order number;
- Invoice email address.

**Applying for a Postcode Database and Data API**
- Format database;
- Email address(es) for product and key / secret Data API;
- Invoice data;
Customer logged in with an SSO account linked to a main account

Related domains:
- account.postcode.nl

Log in/register for managing the main account.
See section "Visitor / user who creates an account (SSO)".

Invite new contacts to access the main account and specific service:
- E-mail address,
- Service. (Address API)

Request new login details Address API service
- Description.

Customer with login details for an API service

Related domains:
- api.postcode.eu
- api.postcode.nl
- data.postcode.nl
- retrieve.postcode.nl

During use of the Address API service
- IP address;
- Time of day;
- requested address or location data;
- Key and secret.

During use of the Data API service
- IP address;
- Time of day;
- Requested database product data;
- Key and secret.

Customer of one of the paid offline services of Postcode.nl B.V.

Client offers a file containing address data to validate / enrich (batch validation):
- Customer billing information;
- Address data in file;
- Non-address data in file.

Why is this data stored?

Website visitor
- To log in on the website;
- Analysing and improving the website, search engine and overall service;
- Forwarding feedback to the Dutch government (the Land Registry and Dutch municipalities) to correct errors in the BAG;
- To counter abuse of the search engine or other abusive possibilities to search for addresses on the site.

Postcode.nl customer
- Judging applications for the services and delivering the correct product;
- Drafting invoices;
- Detecting and countering abuse of the service;
- Contact the customer about, for example, invoicing or changes to the service.

How long is the data stored?

All data is stored for a fixed time, after which they are removed from all systems. The anonymisation of API request data takes place after 6 months.

<table>
<thead>
<tr>
<th>Data</th>
<th>Storage period</th>
<th>Legal Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Search engine logs (after anonymisation of the requested data, including IP)</td>
<td>5 years</td>
<td>No</td>
</tr>
<tr>
<td>Data related to the contract (invoice-, account-, contact details)</td>
<td>7 years</td>
<td>Yes</td>
</tr>
<tr>
<td>API logs (after anonymisation of the requested data)</td>
<td>During the contract</td>
<td>No</td>
</tr>
<tr>
<td>Batch validation data</td>
<td>Will be removed from all systems immediately after delivery</td>
<td>No</td>
</tr>
</tbody>
</table>
Data security
All Postcode database data are stored on our own servers and are secured to the highest standards. The servers location is in the Netherlands and falls therefore under Dutch law.
Because we try to be a paperless office, we keep as few offline paper archives as possible. If there are offline archives these are physically secured and accessible only to authorised personnel. Furthermore, access security, workplace security (login systems with 2-factor authentication etc), and other possible security devices are installed where it is deemed mandatory and/or necessary. The level of security will be kept to the highest standards and its usefulness will be regularly discussed with employees.
Where possible, we work according to the Privacy by Design principle so that privacy is already guaranteed in the processes that are being developed.

Data outside the EU
To store the data required for an agreement and to store the communication that has been created, third-party services (Olark, Google, Mailchimp, Groove) are used where the servers are located outside the European Union. These parties are compliant with the General Data Protection Regulation.

Report data breaches
In the event of data breaches, Postcode.nl will report this to the Dutch Autoriteit Persoonsgegevens. This will take place within 72 hours after the discovery of the data breach if it appears that the data breach has risks for the rights and freedoms of natural persons. If after investigation it appears that the person concerned will suffer adverse consequences, Postcode.nl will inform the person concerned.

View, change and delete data
In accordance with the GDPR legislation it is possible to contact us to view your data, to change or delete data. Please contact us via info@postcode.nl. Keep in mind that we can ask for identification when asking for data. This option does not apply to the content of the Postcode database itself (the data in the search engine). This is open data from the government which is not covered by the GDPR.