TERMS AND CONDITIONS POSTCODE.NL DATA AND SITE

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 within fourteen (14) days of the invoice date. Invoices are sent electronically (pdf document) by e-mail.

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 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 withstanding 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 suppliers, including Data supplier .

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. *Processor agreement when using APIs*

5.1. The Supplier is a processor within the meaning of Article 4 under 8 of the General Data Protection Regulation (hereinafter: "GDPR") and the Client is a controller within the meaning of Article 4 under 7 of the GDPR. In order to perform its services, the Supplier will process personal data within the meaning of Article 4 under 1 of the GDPR, on behalf of the Client. The processing of data will only take place in the context of the implementation of the Agreement, plus those purposes that are reasonably related thereto, such as anonymising the personal data, or that are determined with further consent. An exception to this is if processing is necessary to comply with a legal obligation. The following categories of data from Client's customers and website visitors are processed: street name, house number, postcode and place name.

5.2. With regard to the processing operations referred to in Article 5 of these Terms and Conditions, the Supplier complies with all applicable laws and regulations regarding the protection of personal data, including the GDPR. The provisions in Article 5 of these Terms and Conditions are a written elaboration of the rights and obligations of processor and controller arising from Article 28 paragraph 3 of the GDPR.

5.3. The Supplier will make every effort to take appropriate technical and organizational measures with regard to the processing of personal data to be carried out, against loss or against any form of unlawful processing (such as unauthorized access, infringement, change or provision of the personal data). If it appears that a necessary security measure is missing, the Supplier will ensure that the security meets a level that is not unreasonable in view of the state of the art, the sensitivity of the personal data and the costs associated with taking the security. The Client may request an overview of the security measures taken from the Supplier.

5.4. Supplier will, where possible and necessary, support Client in:

    a. Reporting a personal data breach as referred to in Article 4 under 12 of the GDPR (hereinafter: "Data Breach"). The Supplier will inform the Client as soon as possible, and at the latest within 48 hours after discovery, of a Data Breach, as a result of which the Client will assess whether it will inform the supervisory authorities and/or those involved or not. The notification from the Supplier to the Client contains at least the following information:

        I. a description of the Data Breach;

        II. the date on which the Data Breach took place (if no exact date is known: the period within which the leak took place);

        III. what is the (alleged) cause of the Data Breach;

        IV. what the (as yet known and/or expected) consequence is;

        V. the date and time on which the Data Breach became known to the Supplier;

        VI. the number of persons whose data has been leaked (if no exact number is known: the minimum and maximum number of persons whose data has been leaked);

        VII. a description of the group of persons whose data has been leaked;

        VIII. whether the data has been encrypted, hashed or otherwise made incomprehensible or inaccessible to unauthorized persons.

    b. The performance of the Client's obligations under Chapter 3 of the GDPR. In case a person requests to exercise his / her legal rights in Chapter 3 of the AVG with Supplier, Supplier shall forward the request to the Client and notify the person concerned. Client will then continue to handle the request independently. If it appears that the Client needs help from the Supplier for the execution of a request, the Supplier will provide the necessary cooperation. The Supplier may charge reasonable costs for this.

5.5. The Client has the right to have an audit carried out once a year, by an independent expert who is bound by confidentiality, to check compliance with the provisions of Article 5 of these Terms and Conditions. The Client will ensure that the audit has the least disruptive effect on the other activities of the Supplier. The costs of the audit are borne by the Client.

5.6. The Client hereby authorizes the Supplier to use third-party sub-processors (hereinafter: 'sub-processors') when processing personal data that takes place for the purpose of the Service. The Supplier will inform the Client about the sub-processors it has engaged. The Client has the right to object in writing to any sub-processors engaged by the Supplier, within a period of 4 weeks after the Supplier has informed them. If the Client objects to sub-processors engaged by the Supplier, the Parties will consult each other to find a solution. The Supplier shall in any event ensure that these sub-processors assume the same obligations in writing as agreed between the Client and the Supplier in Article 5 of these Terms and Conditions.

5.7. The Supplier may process the personal data in countries within the European Economic Area (EEA). In addition, the Supplier may also transfer the personal data to a country outside the EEA, provided that that country guarantees an adequate level of protection and it complies with the other obligations incumbent on it under Article 5 of these Terms and Conditions and the GDPR.

5.8. Upon termination of the Services and at the request of the Client, the Supplier will return to the Client as soon as possible all (copies in its possession of) personal data that the Supplier processes for the Client. In the absence of such a request, the Supplier will destroy the personal data.

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 use of English PAF/Royal Mail data is subject to additional conditions, see addendum.

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

6.5. 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 withstanding 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 one month 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. Acountability 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.