



PWRDBYPIM

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GENERAL CONDITIONS

Private Limited Company PIM B.V., operating under the name PWRDBYPIM, located at Jan van Hooffstraat 8, 5611 ED Eindhoven, registered in the trade register of the Chamber of Commerce in Eindhoven under registration number 75079232, represented herein by its authorized representative.

Article 1. Definitions

- 1 Client: the other party of PWRDBYPIM
- 2 Agreement: the agreement between the Client and PWRDBYPIM

Article 2. Applicability

This agreement shall be governed by and construed in accordance with the laws of the Netherlands. Any disputes arising out of or relating to this agreement shall be submitted to the DAA in the Netherlands.

- 1 These general terms and conditions apply to all offers, quotations and all agreements and services provided by PWRDBYPIM and all other actions performed by PWRDBYPIM
- 2 The delivery document as referred to in article 7.5 of these terms and conditions forms part of the agreement between the parties.
- 3 Applicability of any purchase or other conditions of the client is explicitly rejected.
- 4 If any provision of these general terms and conditions is null and void or will be annulled, the other provisions of these general terms and conditions will remain in full force and PWRDBYPIM and the client will consult in order to make new provisions to replace the null and void or nullified provisions. to be agreed, taking into account as much as possible the purpose and intent of the void or nullified provision.

Article 3. Offers and quotations

- 1 The offers made by PWRDBYPIM are valid for 3 months, unless stated otherwise.
- 2 Changes in the originally concluded agreement between the client and PWRDBYPIM are only valid from the moment that these changes have been accepted in writing by both parties by means of an additional or amended agreement.
- 3 A composite quotation does not oblige PWRDBYPIM to perform a part of the assignment against a corresponding part of the stated price.

4 Offers or quotations do not automatically apply to future assignments.

Article 4. Prices, invoicing and payments

1 In the event of an agreement in which there are periodic payments due by the client, PWRDBYPIM is entitled to adjust the applicable prices and rates by means of a written notification within a period of at least three months.

2 Tariff change can take place when the content of the assignment changes, when the assignment is extended or when changes are made to the laws and regulations applicable to PWRDBYPIM

3 Payment for web hosting and renewal of web hosting is done through invoicing.

4 Payment of the invoice amount must take place a maximum of 30 days after the invoice date, in the manner indicated by PWRDBYPIM in the currency in which it is declared. Objections against the amount of the invoices do not suspend the payment obligation.

5 Invoicing of maintenance costs and other periodically recurring costs occurs per year in advance, unless agreed otherwise with the client.

6 Invoicing for renewal of web hosting and domain names takes place two months before the expiration date of the domain name. In the event of non-payment, the domain name will not be renewed and will expire after which it will be quarantined for 40 days (in case of .nl) at Stichting Internet Domeinregistratie Nederland. The quarantine of domain names involves high additional costs that will always be passed on to the client by PWRDBYPIM). After the quarantine period, the domain name will be released on the market again and will be able to be registered by everyone. Similar procedures and additional costs apply to other TLDs (.be, .com etc.).

7 All costs, falling on the payment, including exchange and bank charges, are at the expense of the client.

8 If the client does not pay the amounts due within the agreed term, reminder costs will be charged. These reminder costs are € 15. If the client fails to comply with the claim after having served notice of default, the claim can be handed over to a legal service provider such as a collection agency, in which case the client will also be obliged to pay full compensation for extrajudicial costs in addition to the total amount owed. and compensation of judicial costs, as well as statutory interest and the other (delayed) damages resulting from the default.

9 The amount of the judicial and extrajudicial costs is at least 15% of the principal sum with a minimum of € 75.00.

10 Settlement by the client with an outstanding claim against PWRDBYPIM is hereby excluded.

Article 5. Obligations of the client

1 The client is responsible, in accordance with instructions, for timely and correct delivery of the material.

2 PWRDBYPIM may use the website of the client for promotion and/or publicity, unless otherwise agreed.

3 Client is obliged to follow the instructions of PWRDBYPIM regarding the preparation and execution of the agreement.

4 The client is obliged to communicate changes in contact details in a timely manner.

5 The client is obliged to offer an empty web hosting environment if the website is built at a third host.

Article 6. Extra work

1 Work or other services that fall outside the agreement or other agreed services and/or products is additional work. Unless otherwise agreed, additional work is invoiced in accordance with the currently applicable hourly rate of PWRDBYPIM

2 Insofar as a fixed price has been agreed for the services and products and the parties intend to conclude a separate agreement with regard to extra work or services, PWRDBYPIM will inform the client in advance in writing about the financial consequences of this extra work or performance.

3 After signing an agreement with PWRDBYPIM electronically submitting an order such as through the redemption and /or order form, verbally passing on, or submitting an order by e-mail, it is not possible to pay free of charge. change template and / or design.

Article 7. Duration and termination

1 With due observance of article 7: 413 Dutch Civil Code, article 7: 408 paragraph 1 Dutch Civil Code is explicitly excluded.

2 Agreements with regard to domain name registration and hosting have a term of one or two years. After expiry of the term, these agreements are entered into for the same period. The notice period is two months. In the case of a consumer agreement, the agreement can be terminated at any time after the period of one year with due observance of a notice period of month.

3 Maintenance agreements are concluded for an indefinite period with a minimum term of 1 year, subject to a notice period of 3 months. In the case of a consumer agreement, the agreement can be canceled at any time after the period of one year with due observance of a notice period of one month.

4 PWRDBYPIM may terminate an agreement with the client immediately if the client does not, improperly or incompletely comply with the agreement (s) concluded with PWRDBYPIM including the associated conditions.

5 PWRDBYPIM has the right to temporarily or wholly discontinue delivered products and services and /or to limit their use if the client does not comply with the agreement and obligation towards PWRDBYPIM or acts in violation of these general terms and conditions. PWRDBYPIM will inform the client of this in advance, unless so all reasonableness and fairness can not be required from PWRDBYPIM. The obligation to pay the amounts due also remain in existence during the decommissioning.

6 In the event of non-compliance with article 4.4 of these terms and conditions, the agreement between the parties will end.

7 In the event of non-compliance with article 4.5 of these terms and conditions, the agreement between the parties will end.

8 Any free web hosting starts after registration of the domain name.

9 In case of termination of the hosting agreement, without request to move to a third host, the web hosting account with all content removed.

10 If the website is moved by the client to a third party web host or used on the server of a third web host, then PWRDBYPIM charges a fee of € 250, - excl. VAT.

Article 8. Delivery and delivery time

1 After delivery, the delivered goods are at the risk of the client.

2 Exceeding the delivery time is never a breach of contract and leaves the obligation to the client to accept the agreed without prejudice.

3 PWRDBYPIM charges a delivery time of four till eight weeks. With deviating delivery times as with rush orders, the delivery time is subject to change.

Article 9. Intellectual property

Unless otherwise agreed in writing, each party retains ownership of all intellectual property rights they bring into the agreement. The use, reproduction, or distribution of such intellectual property by the other party is not permitted without prior written consent.

1 All intellectual property rights arising from the agreement, including patent rights, copyright and design rights, accrue to PWRDBYPIM, unless otherwise agreed in writing by the parties. If such a right can only be obtained through a deposit or registration, only PWRDBYPIM) is authorized to do so.

2 The intellectual property and /or licenses used by PWRDBYPIM in the execution of the agreement, including developed scripts, templates and programs remain the property of and/or continue to belong to PWRDBYPIM

3 Unless the work does not lend itself to it, PWRDBYPIM is at all times entitled to have his / her name mentioned or removed from the work or to have it removed and the client is not allowed to submit the work without prior permission to publish or reproduce the name of the contractor.

4 The client will only acquire a non-exclusive and non-transferable right of use with respect to the Intellectual Property for the duration of the Agreement. Moving a website does nothing about this.

5 The client must respect the intellectual property rights of third parties and indemnifies PWRDBYPIM against any claim. Furthermore, an investigation into the existence of such rights does not belong to any agreement that PWRDBYPIM) concludes with its clients.

6 All website and promotional materials developed by PWRDBYPIM may be used by PWRDBYPIM for its own promotional purposes, unless otherwise agreed in writing with the client.

Article 10. Liability and indemnity

Neither party shall be liable for any delay, non-performance, or failure to fulfill obligations under this agreement due to circumstances beyond their reasonable control, such as natural disasters, war, terrorism, strikes, fire, government actions, etc.

In no event shall either party be liable to the other party for indirect, incidental, consequential, or special damages, loss of profits, or loss of business opportunities, even if the possibility of such damages has been disclosed.

1 Except for intent or gross negligence, Contractor is not liable for indirect damage as a consequence, consequential loss, trading loss and / or other forms of indirect damage and damage as a result of liability towards third parties are excluded.

2 The liability of PWRDBYPIM shall at all times be limited to the amount charged to the client in the past 12 months.

3 The client is obliged to indemnify or hold PWRDBYPIM harmless in respect of all third-party claims for reimbursement of damage, for which the liability of PWRDBYPIM in these terms and conditions is excluded in the relationship with the client.

4 PWRDBYPIM is not liable for damage of any kind whatsoever, because it has been assumed by the client and / or third parties or concealed incorrect and / or incomplete data, unless this inaccuracy or incompleteness should have been known to PWRDBYPIM

5 Article 7.5 first sentence of these terms and conditions must be interpreted in the light of this article.

6 This article also applies to people as referred to in art. 6.2 of these terms and conditions.

7 PWRDBYPIM is not liable for damage resulting from changes in the intellectual property of third parties that have been made available to the client through PWRDBYPIM.

8 PWRDBYPIM uses services and / or products from third parties. PWRDBYPIM is not liable for the consequences of events at a server managing party, domain name registrant or others that can not be influenced by PWRDBYPIM.

9 PWRDBYPIM is not liable for price changes made by third parties. These prices are made without notice by PWRDBYPIM.

10 PWRDBYPIM is not liable for the consequences of registering (with personal data) domain name and hosting with a hosting provider and / or domain name registrant.

11 PWRDBYPIM is not liable for inaccuracies in third-party advertisements who offer or promote the services of PWRDBYPIM to its customer base.

12 PWRDBYPIM uses so-called services and services from third parties in the provision of its services. PWRDBYPIM is not responsible for the no longer (partially) correct functioning of the delivered services to the client, such as a website, due to changes made by the client or the owner of the third-party software and / or services used.

13 The internet is continuously subject to improvement and change as a result of which it is sometimes deemed necessary by the rightholders of the software or services of third parties as referred to in these conditions to make changes to their software or services (updates). Indirectly or directly made changes to the delivered services of PWRDBYPIM always fall outside the responsibility of PWRDBYPIM after delivery. PWRDBYPIM is, of course, prepared to oppose the current hour rate changes or updates to the website of the client.

Article 11. Suspension and dissolution

1 In case of force majeure PWRDBYPIM is entitled to dissolve the agreement and / or suspend up to 6 months, without judicial intervention and without being obliged to pay compensation for this.

2 Force majeure to fulfill our obligations applies to any strange cause, which can not be attributed to PWRDBYPIM and which prevents the fulfillment of the agreement, or which seriously hinders or makes it difficult, that fulfillment can not reasonably be required of us.

3 In the event of dissolution, Article 7.6 of these conditions applies.

Article 12. Miscellaneous provisions

1 All our offers and agreements concluded with us are governed by Dutch law.

2 All disputes between PWRDBYPIM and client that arise and on which not in consultation with each other an agreement can be reached, will only be submitted to the competent court in Amsterdam.

3 PWRDBYPIM can change and supplement the general conditions at any time without prior notice and reasons. Changes also apply to agreements that have already been concluded with due observance of a period of 30 days after the announcement of the changes on the website.

4 PWRDBYPIM has the right to put products and services temporarily out of service if maintenance work is necessary.

Article 13. Privacy provisions

By entering into this agreement, you consent to the processing of personal data in accordance with applicable privacy laws. Both parties shall implement appropriate technical and organizational measures to protect personal data from unauthorized access or processing.

1 Your personal data will be used by PWRDBYPIM to request your registration when applying for a domain name and hosting and for the correct execution of our activities. The GE data will not be made available to third parties, unless with your explicit consent.

2 Your personal information, supplied documents, sound and image material remain confidential. PWRDBYPIM does not provide information such as name, address, e-mail address, telephone number, etc. to third parties without your explicit consent.

Article 14.

PWRDBYPIM retains all ownership of their products and its intellectual property. Any terms and conditions set otherwise will be formed into a separate license agreement. This agreement must be signed by both parties and contains the specific terms and conditions of their rights and obligations regarding the intellectual property.

Therefore the client needs to sign the license agreement.

Both parties agree to protect and not disclose any confidential information they receive during the execution of this agreement to third parties, unless otherwise agreed in writing.