

General Terms and Conditions Web19 B.V.

These general terms and conditions apply to all quotations, assignments and services of Web19 B.V., located at Het Slag 19, 7848 CR Schoonoord, the Netherlands, registered with the Dutch Chamber of Commerce under number 42082002. Module A always applies. Module B additionally applies to hosting and maintenance. Module C additionally applies to mobile apps. The Data Processing Agreement (Annex 1) applies when Web19 processes personal data on behalf of the Client. In case of any discrepancy, the Dutch version prevails.

Module A. General provisions

Article 1. Definitions

1. **Web19:** Web19 B.V., the user of these terms.
2. **Client:** a legal entity (including a foundation or association), or a natural person acting in the course of a profession or business, that enters into or intends to enter into an Agreement with Web19.
3. **Agreement:** any arrangement between Web19 and the Client, including an accepted quotation, an order confirmation and these terms.
4. **Services:** all work and services of Web19, including the design and development of websites, web applications, mobile apps and internal software, consultancy, hosting, maintenance, domain registration and e-mail setup.
5. **Custom Work:** software, websites, apps, designs and other results that Web19 develops specifically for the Client.
6. **Milestone:** a partial result or phase defined in the Agreement.
7. **Estimate:** a substantiated estimate of time and cost, which is not a fixed price unless expressly designated as such.
8. **Office Hours:** Monday to Friday from 09:00 to 17:00 (Dutch time), excluding public holidays recognised in the Netherlands.
9. **In Writing:** by letter or e-mail.

Article 2. Applicability

1. These terms are intended exclusively for business Clients. Web19 does not enter into agreements with consumers under these terms.
2. Consumer use of Web19's own products, such as the apps WandelWeb, BikeWeb and Fladder, is not covered by these terms. Separate terms of use apply to those products.
3. The applicability of purchasing or other terms of the Client is expressly rejected.

4. In case of conflict, the following order of precedence applies: (a) the Agreement or quotation, (b) the Data Processing Agreement, (c) Module B and Module C, (d) Module A.
5. Deviations from these terms apply only if agreed In Writing and only to the Agreement concerned.
6. If any provision is void or voidable, the remaining provisions remain in force. The parties will replace that provision with a valid provision that reflects the original intent as closely as possible.
7. Web19 may amend these terms. Amendments apply to ongoing Agreements from 30 days after notice In Writing. If an amendment is material and to the Client's detriment, the Client may terminate the Agreement In Writing as of the date the amendment takes effect.

Article 3. Quotations and formation

1. Quotations are non-binding and valid for three months, unless stated otherwise in the quotation.
2. A quotation is based on the information provided by the Client. The Client warrants that this information is correct and complete.
3. The Agreement is formed by acceptance of the quotation In Writing, or when Web19 starts performance with the Client's consent.
4. A composite quotation does not oblige Web19 to perform part of it for a corresponding part of the price.

Article 4. Prices and indexation

1. All prices are in euros and exclusive of VAT and other government levies.
2. Web19 works with fixed prices, Estimates and hourly rates. Further development, support and work outside a fixed price are invoiced on a time-and-materials basis at the applicable hourly rate.
3. Web19 may adjust its rates annually as of 1 January in line with the consumer price index (CPI, all households) published by Statistics Netherlands (CBS) for the preceding year. This indexation does not entitle the Client to terminate the Agreement.
4. Web19 may pass on increases in third-party costs, such as hosting, licences and domain names, as of the date of the increase.
5. Web19 will announce other price increases In Writing at least two months in advance. The Client may then terminate an ongoing continuing agreement as of the effective date of the increase.

Article 5. Estimates and additional work

1. For an Estimate, actual costs may exceed the Estimate by up to 10% without prior consultation.
2. If Web19 expects the Estimate to be exceeded by more than 10%, Web19 will contact the Client in good time. The parties will then discuss the approach, the budget or an adjustment of the scope.
3. Requests or changes outside the original assignment are additional work. Additional work is carried out after approval In Writing and invoiced on a time-and-materials basis, unless a fixed price has been agreed.
4. Additional work may affect the planning and target dates. This does not entitle the Client to rescission or compensation.

Article 6. Invoicing and payment

1. Web19 invoices per Milestone, every two weeks based on hours spent, or otherwise as set out in the Agreement. Hosting and other recurring services are invoiced monthly in advance.
2. The payment term is 14 days from the invoice date.
3. If payment is late, the Client is in default without notice of default and owes the statutory commercial interest (Article 6:119a of the Dutch Civil Code).
4. All reasonable collection costs are borne by the Client. Extrajudicial costs amount to 15% of the outstanding amount, with a minimum of € 150.
5. The Client must submit objections to an invoice In Writing within 14 days of the invoice date. An objection does not suspend payment of the undisputed part.
6. The Client may not set off or suspend payment, except to the extent mandatory law permits.

Article 7. Suspension

1. If the Client is in default and fails to pay within 7 days after a reminder In Writing, Web19 may suspend performance of all Agreements. This includes stopping work and restricting or disabling hosting and other services.
2. Web19 is not liable for damage caused by a suspension under this article. Costs of suspension and reactivation are borne by the Client.
3. Web19 may also suspend performance if the Client fails to fulfil any other obligation, or if there are good grounds to fear that the Client will not fulfil its obligations.
4. During a suspension, Web19 retains the Client's data for at least 30 days. Web19 does not delete data without first warning the Client In Writing and giving the Client at least 14 days to pay or request its data.

Article 8. Performance

1. Web19 performs the Agreement to the best of its knowledge and ability. All obligations of Web19 are obligations of effort, unless a specific result is expressly promised in the Agreement.
2. Web19 determines the method of performance and the techniques used, taking reasonable account of the Client's wishes.
3. The Client provides in good time all information, content, access and cooperation that Web19 needs. Delays or additional costs resulting from failure to do so are borne by the Client.
4. The Client is responsible for content it supplies or publishes itself, including texts, images and data. The Client warrants that such content does not infringe third-party rights and is not unlawful.
5. Web19 may engage third parties for the performance. Web19 remains responsible for fulfilment of the Agreement.
6. Web19 uses services and software of third parties, such as hosting providers, app stores, payment and subscription services, e-mail services and open-source software. The terms of those third parties apply to those components, and Web19 does not guarantee their availability or changes.
7. The Client is responsible for compliance with laws and regulations applicable to its website, app or software. This includes the privacy statement, cookie consent, accessibility requirements (such as the European Accessibility Act and WCAG) and sector-specific rules. This does not apply to the extent Web19 has expressly accepted this as part of the assignment.
8. Web19 may use AI tools in the performance. Web19 only uses services with business terms under which input is not used to train models. Web19 does not enter personal data, credentials or commercially sensitive data of the Client into such tools, unless agreed otherwise.

Article 9. Deadlines

1. All delivery dates and deadlines are target dates and never strict deadlines.
2. If a deadline is likely to be exceeded, Web19 informs the Client as soon as possible and the parties agree on a new planning.
3. Web19 is only in default after the Client has given Web19 notice of default In Writing, setting a reasonable period for performance, and Web19 fails to perform within that period.

Article 10. Delivery and acceptance

1. Web19 notifies the Client when Custom Work or a Milestone is ready for testing (delivery).
2. After delivery, the Client has a reasonable period to test what has been delivered. As a guideline, this is 30 days. The parties may agree a longer period.
3. The Client reports defects found as specifically as possible In Writing, preferably in the agreed ticket or project system. Web19 repairs defects that deviate from the agreed specifications at no extra cost.
4. The delivered work is deemed accepted at the earliest of the following moments:
 - a. the Client approves it In Writing;
 - b. the Client puts it into production or use (go-live);
 - c. 30 days after delivery have passed without the Client reporting blocking defects, or the agreed longer test period has expired.
5. A blocking defect is a defect that makes use of an essential function impossible and for which no reasonable workaround exists. Other defects do not prevent acceptance. Web19 repairs these under the warranty in Article 11.
6. The payment obligation does not depend on acceptance. Web19 may invoice a Milestone upon delivery. The test period does not suspend payment.

Article 11. Warranty

1. Web19 repairs defects in Custom Work reported In Writing within one month after acceptance, at no extra cost. A defect is a reproducible deviation from the agreed specifications.
2. After this month, repair work is invoiced on a time-and-materials basis, unless a maintenance arrangement provides otherwise.
3. The warranty does not apply to defects resulting from:
 - a. changes made by the Client or third parties;
 - b. incorrect use or use contrary to the documentation or instructions;
 - c. changes in software or services of third parties, such as operating systems, browsers, frameworks, APIs, app stores and hosting environments not managed by Web19;
 - d. content, data or specifications supplied by the Client.
4. Web19 does not guarantee that Custom Work will operate error-free or without interruption. New requirements are never covered by the warranty.

Article 12. Intellectual property and source code

1. The intellectual property rights in Custom Work transfer to the Client once the Client has paid all invoices relating to that Custom Work in full. To that extent, these terms serve as the required deed of transfer. Where necessary, Web19 will cooperate in drawing up a supplementary deed.
2. Until full payment, the Client has a non-exclusive, non-transferable right to use the Custom Work.
3. No rights transfer in components of third parties, including open-source software, frameworks, packages, fonts and stock images. The licence terms of those third parties apply. Costs of paid licences, plugins, fonts, APIs and similar third-party services are borne by the Client and are taken out in the Client's name wherever possible.
4. Web19 retains the right to continue using general knowledge, experience, methods and techniques acquired or used in the performance. Web19 does not use confidential information of the Client in doing so.
5. Web19 generally manages the source code in its own repository. On request, the Client receives access to or a copy of the source code of its Custom Work, provided all invoices have been paid. Work for this is invoiced on a time-and-materials basis.
6. Web19 may use the Client's name and logo and a description and images of the project as a reference, in its portfolio and on its own website. The Client may object In Writing, after which Web19 will cease such use within a reasonable period.

Article 13. Confidentiality

1. The parties keep all confidential information of the other party confidential and use it only for the performance of the Agreement. Information is confidential if this has been communicated or reasonably follows from its nature.
2. This obligation does not apply to information that is already public, that a party has lawfully obtained from a third party, or that a party must disclose by law or court order.
3. The confidentiality obligation survives the end of the Agreement.

Article 14. Personal data

1. If Web19 processes personal data on behalf of the Client, Web19 acts as processor and the Client as controller within the meaning of the GDPR.
2. The Data Processing Agreement in Annex 1 applies to such processing.

Article 15. Liability

1. The total liability of Web19 for attributable failure or tort is limited to compensation of direct damage, up to the amount invoiced for the assignment concerned (excluding VAT). This amount never exceeds what was invoiced for that assignment in the 6 months preceding the event causing the damage.
2. For continuing agreements, such as hosting or maintenance, liability is limited to the fees invoiced over the 12 months preceding the event causing the damage (excluding VAT).
3. Liability is limited to the lower of (a) the amount under paragraph 1 or 2 and (b) the amount paid out by Web19's professional liability insurance in the case concerned, plus the deductible. If the insurer does not pay out for any reason, the amount under paragraph 1 or 2 applies, up to a maximum of € 25,000.
4. Direct damage means only:
 - a. reasonable costs of making Web19's performance conform to the Agreement;
 - b. reasonable costs of determining the cause and extent of the damage;
 - c. reasonable costs of preventing or limiting damage.
5. Liability for indirect damage is excluded. This includes consequential damage, lost profit or revenue, lost savings, loss of or damage to data, business interruption, reputational damage and fines or claims of third parties.
6. The limitations in this article do not apply in case of intent or deliberate recklessness of Web19's management.
7. Liability only arises if the Client promptly and properly gives Web19 notice of default In Writing with a reasonable period for remedy, and Web19 still attributably fails thereafter, unless performance has become permanently impossible.
8. The Client must report damage In Writing within 30 days of discovery. Any claim lapses 12 months after it arises.
9. The Client indemnifies Web19 against claims of third parties relating to the Client's content or data, or to the Client's use of the Custom Work.
10. The limitations and exclusions in this article also apply for the benefit of Web19's director and all persons and third parties engaged by Web19 in the performance. They may invoke them directly.

Article 16. Force majeure

1. Web19 is not obliged to perform in case of force majeure. Force majeure includes: failures or shortcomings of suppliers and third parties (including hosting, e-mail and app store platforms), failures of internet, electricity or telecommunications, cyberattacks and DDoS attacks, government measures, and illness or other prolonged absence of Web19's director.

2. Web19 has a continuity arrangement with a designated replacement developer. Credentials are stored securely and only become available to this replacement in case of prolonged absence of Web19's director. The replacement can then continue ongoing work and hosting or handle the transfer under Article 18, and is bound by confidentiality.
3. If force majeure lasts longer than 60 days, either party may rescind the Agreement In Writing. Performance already delivered is settled proportionally.

Article 17. Term and termination

1. A project assignment ends upon completion of the agreed work. Continuing agreements end by termination under Module B.
2. If the Client terminates a project assignment prematurely, the Client pays for the hours spent and costs incurred up to that point, also in case of a fixed price.
3. Either party may terminate the Agreement with immediate effect In Writing if the other party applies for or is granted a suspension of payments, is declared bankrupt, or ceases its business.
4. Provisions intended by their nature to survive termination, such as confidentiality, liability and exit, remain in force.

Article 18. Exit and transfer

1. Upon termination of the cooperation, Web19 will on request deliver the source code and the Client's data in a common format, or transfer these to an environment designated by the Client.
2. Exit work is invoiced on a time-and-materials basis. Web19 may make delivery conditional on payment of all outstanding invoices.
3. Web19 retains the Client's data for up to 30 days after the end of the Agreement and deletes it thereafter, unless a statutory retention obligation requires otherwise.

Article 19. Miscellaneous

1. The Client may not transfer rights and obligations under the Agreement to a third party without Web19's prior consent In Writing.
2. Web19's records, including log files and time records, constitute conclusive evidence, subject to proof to the contrary.
3. In case of any discrepancy between the Dutch and English versions of these terms, the Dutch version prevails.

Article 20. Governing law and disputes

1. All Agreements are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
2. Disputes are submitted exclusively to the competent court of the District Court of the Northern Netherlands (Rechtbank Noord-Nederland). This also applies to Clients outside the Netherlands.
3. The parties will first endeavour to resolve a dispute through mutual consultation.

Module B. Hosting, maintenance, domain names and e-mail

Article 21. Hosting

1. Web19 hosts with an external infrastructure provider, currently Hetzner Online GmbH, in data centres in Germany. Web19 may change providers, provided the level of protection remains equivalent and subject to the sub-processor procedure in Article D5 of Annex 1.
2. Web19 provides hosting on a best-effort basis. Web19 gives no guarantee of availability, uptime, speed or error-free operation.
3. Web19 handles incidents and support requests during Office Hours. Support outside Office Hours is not an obligation. If Web19 does provide it, Web19 may charge a surcharge.
4. Web19 may temporarily take the hosting out of service for maintenance, updates or security reasons. Web19 carries out planned maintenance at low-usage times where possible.
5. Web19 may immediately restrict or disable services in case of a security incident, misuse, overload affecting other systems, or an order of a competent authority.

Article 22. Use of the hosting

1. The Client does not use the hosting for unlawful purposes. Among other things, it is not permitted to send spam, distribute malware, infringe third-party rights or attack third-party systems.
2. The Client keeps its login credentials confidential and immediately reports misuse or suspected misuse to Web19.
3. The Client indemnifies Web19 against third-party claims arising from use of the hosting contrary to this article.

Article 23. Maintenance

1. Maintenance includes updating software, frameworks, packages and server components and resolving security issues, as described per Agreement.
2. Maintenance is included in a hosting package if the Agreement says so. In all other cases, maintenance is invoiced on a time-and-materials basis.
3. Web19 decides at its own discretion which updates are needed and when they are carried out. Web19 may apply security updates without prior consultation.
4. Major upgrades, such as a new major version of a programming language or framework that is no longer supported, are not regular maintenance. Web19 will provide an Estimate in advance.
5. Changes by third parties, such as a new operating system version or new app store policies, may require adjustments. These are carried out on a time-and-materials basis.

Article 24. Backups

1. Web19 makes daily backups of the systems it hosts and retains them for 7 days.
2. Backups are made on a best-effort basis. Web19 does not guarantee that backups are complete, up to date or restorable.
3. The Client is responsible for keeping its own copies of data that is important to its business.
4. Article 15 applies to loss, damage or unusability of data. Reasonable costs of restoration fall within the cap of that article.
5. Restoring a backup at the Client's request is invoiced on a time-and-materials basis, unless the cause lies with Web19.

Article 25. Domain names

1. Web19 mediates in the application and registration of domain names. Registration and use are subject to the rules of the registrar and registry concerned, such as SIDN for .nl domain names.
2. Web19 does not guarantee that a requested domain name will be granted.
3. Domain names are registered in the Client's name wherever possible. The Client is responsible for their use.
4. Domain names renew automatically, unless the Client terminates In Writing in good time before the renewal date.
5. Upon termination, Web19 cooperates in transferring domain names to another party, after payment of all outstanding invoices.

Article 26. E-mail

1. Web19 uses external e-mail services, currently Postmark via its EU region, to send transactional e-mail and mailings.
2. Web19 does not guarantee delivery of e-mail and is not liable for e-mail that is marked as spam, blocked or lost.
3. When sending e-mail, the Client complies with applicable laws and regulations, including consent rules for newsletters and the anti-spam policy of the e-mail service.

Article 27. Term and termination of recurring services

1. Hosting, maintenance, domain names and other recurring services are entered into for an indefinite period, unless agreed otherwise.
2. The Client may terminate these services In Writing as of the end of a calendar month, observing a notice period of one month. For domain names, Article 25(4) applies.
3. Web19 may terminate these services In Writing with a notice period of three months.
4. Amounts paid in advance are not refunded upon termination.
5. After the end of the service, Article 18 (Exit and transfer) applies.

Module C. Mobile apps

Article 28. App stores

1. Apps are published through developer accounts in the Client's name, such as the Apple Developer Program and the Google Play Console. The costs are borne by the Client. The Client gives Web19 the access needed to handle publication.
2. Publication depends on review by Apple and Google. Rejection in review, removal or restriction of an app by an app store is not a failure of Web19. Adjustments to meet the requirements are carried out on a time-and-materials basis, unless the rejection results from an error by Web19.
3. The Client is responsible for compliance with app store policies regarding its own content, business model, subscriptions and in-app purchases, and the required privacy information.
4. Adjustments required by new requirements of Apple or Google, such as new operating system versions or SDK requirements, fall under Article 23(5).

Annex 1. Data Processing Agreement

This Data Processing Agreement applies when Web19 (processor) processes personal data on behalf of the Client (controller), and complies with Article 28 of the General Data Protection Regulation (GDPR).

Article D1. Subject and instructions

1. Web19 processes personal data solely for the performance of the Agreement and in accordance with the Client's written instructions, unless a legal obligation requires otherwise.
2. If Web19 considers an instruction to infringe the GDPR, Web19 informs the Client immediately.
3. The Client warrants that it has a legal basis for the processing and that the processing is lawful.

Article D2. Nature of the processing

Item	Description
Purpose	Developing, hosting, maintaining and supporting the Client's websites, apps and software
Operations	Storing, retaining, organising, consulting, transmitting (e-mail), backing up and deleting
Categories of personal data	Contact and account data (name, e-mail address, phone number, address), login data, form submissions, order data and technical data (IP address, log files)
Data subjects	Customers, users, website visitors, members, suppliers and employees of the Client
Duration	For the term of the Agreement, plus the period in Article D8

The Client does not provide special categories of personal data (such as health data) without prior agreement In Writing with Web19.

Article D3. Confidentiality

1. Web19 keeps the personal data confidential. Anyone with access to the data on behalf of Web19 is bound by confidentiality.

Article D4. Security

1. Web19 takes appropriate technical and organisational measures to secure the personal data, taking into account the state of the art, the costs and the risks.
2. These measures include at least: encrypted connections (TLS), access limited to those who need it, strong authentication for administrative access, regular security updates, daily backups and logging.
3. Web19 does not guarantee that the security is effective under all circumstances.

Article D5. Sub-processors

1. The Client gives Web19 general authorisation to engage sub-processors. Currently these are:

Sub-processor	Service	Processing location
Hetzner Online GmbH	Hosting and storage	Germany
Postmark (ActiveCampaign, LLC)	E-mail delivery	EU region (AWS); parent company in the United States
Laravel Forge (Laravel)	Server management and deployment, with administrative server access	United States
GitHub, Inc.	Source code storage	United States
Replacement developer	Continuity, only in case of prolonged absence of Web19 (Article 16(2))	Netherlands

2. Web19 informs the Client In Writing in advance of new or replacement sub-processors. The Client may raise a reasoned objection within 14 days. If the parties cannot agree, the Client may terminate the service concerned.
3. Web19 imposes on sub-processors at least the same obligations as set out in this Data Processing Agreement.
4. Web19 only allows processing of personal data outside the European Economic Area if an appropriate safeguard applies, such as the EU-US Data Privacy Framework or the standard contractual clauses of the European Commission.

Article D6. Data breaches

1. Web19 notifies the Client of a personal data breach without undue delay, and where possible within 48 hours of discovery.

2. Web19 provides the information the Client reasonably needs for any notification to the supervisory authority and to data subjects.
3. The Client is and remains responsible for making notifications.

Article D7. Assistance and audits

1. Web19 reasonably assists the Client in responding to requests from data subjects and in a data protection impact assessment (DPIA).
2. Once a year, at its own expense and with at least 30 days' notice In Writing, the Client may have Web19's compliance with this Data Processing Agreement audited. The audit is performed by an independent expert bound by confidentiality.
3. Work by Web19 under this article is invoiced on a time-and-materials basis, unless an audit shows that Web19 is in breach.

Article D8. End

1. At the end of the Agreement, Web19 returns the personal data at the Client's request in accordance with Article 18 of the general terms.
2. Web19 deletes the personal data, including copies, no later than 30 days after the end of the Agreement. Backups are deleted according to the normal retention period of 7 days. This does not apply if a statutory retention obligation requires otherwise.

Article D9. Liability

1. Article 15 of the general terms applies to liability under this Data Processing Agreement.
2. The Client indemnifies Web19 against claims and fines arising from processing that Web19 carried out in accordance with the Client's instructions.

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