



General terms and conditions of:

IZI Content BV
Straatweg 138 A
3051 BN Rotterdam

Chamber of Commerce registration number: 24446061

Article 1: Applicability, definitions

1. These conditions apply to all branches of the private company IZI Content BV, both in and outside the Netherlands as well as all companies and enterprises, subsidiaries and enterprises, by whatever name, affiliated with IZI Content BV.
2. These terms and conditions apply to all offers and to all agreements of purchase and sale, rental and rental as well as all agreements for assignments to design, produce and/or distribute and publish "content" as well as to all agreements to perform activities, even if those (legal) acts may not lead to an agreement, of IZI Content BV, hereinafter referred to as "IZI Content".
3. The buyer, tenant or client will hereinafter be referred to as "the client".
4. In these general terms and conditions, terms have the following meaning:
 - a. Subscription: the website subscription, which provides services such as updates, backups, service, domain name registration and management, and hosting, which subscription is part of the purchase of a website package and is an integral part of the agreement.
 - b. Acceptance: the approval by the client of the performance rendered by IZI Content under this agreement.
 - c. Management: taking measures aimed at maintaining the website, the CMS and preventing incidents.
 - d. Content: distinguishing marks, texts, artwork, graphics, images, sounds, videos, computer programs, files, etc. to be supplied by the client or to be designed, manufactured and/or distributed by IZI Content
 - e. Content management system / CMS: managing the content and layout of the website through a system that IZI Content makes available to the client as part of the subscription.
 - f. Domain name registration: having a domain name registered by or via IZI Content / associated email package.
 - g. Services: the entirety of activities relating to web design and additional services and applications, such as corporate identity development, application design and search engine optimization of this agreement.
 - h. Information: both documents and other (oral) information that (must) be provided by IZI Content and/or the client.
 - i. In writing: by letter, e-mail, fax or any other form of communication that can be equated with this in view of the state of technology and the prevailing social views.
 - j. Goods: all screens, cables, mounting materials, etc. to be used by IZI Content for the execution of the assignment, as well as all screens, cables, mounting materials, etc. to be sold separately
5. The possible inapplicability of (part of a) provision of these general terms and conditions does not affect the applicability of the other provisions.
6. In the event of a discrepancy or conflict between these general terms and conditions and a translated version, the Dutch text will prevail.
7. These general terms and conditions also apply to follow-up or partial orders resulting from the agreement.



8. If IZI Content has already provided these general terms and conditions to the client several times, there is a lasting trading relationship. IZI Content does not then have to provide the general terms and conditions again and again in order for them to apply to subsequent agreements.
9. The applicability of the general terms and conditions used by the other party is hereby expressly rejected.

Article 2: Offers, quotations

1. All offers from IZI Content are without obligation. IZI Content can always revoke its offers, even if the offer states a fixed term for acceptance, unless IZI Content has expressly stated in the offer that the offer is irrevocable, in addition to stating a fixed term for acceptance. If a fixed term for acceptance is not stated in the case of a written offer from IZI Content, IZI Content may consider the offer to have expired if the client has not responded within 4 weeks after the date of the offer, without the need for IZI Content to make a further announcement for this.
2. IZI Content cannot be bound by actions and/or oral agreements of persons who represent it without authorization, unless these agreements are confirmed in writing by authorized persons on behalf of IZI Content to the person to whom the offer is addressed.
3. A composite offer or quotation does not oblige IZI Content to deliver part of the offered performance for a corresponding part of the price or rate.
4. If the offer or quotation is based on information provided by the client and this information proves to be incorrect or incomplete or changes afterwards, IZI Content has the right to adjust the stated prices, rates and/or delivery times.
5. The offer, quotation, prices and/or rates do not automatically apply to repeat orders or follow-up orders.
6. Examples of content and descriptions shown in brochures, promotional material, demo sites and/or on the IZI Content website are as accurate as possible, but are only indicative. The client cannot derive any rights from this.

Article 3: Establishment of agreements

1. The agreement is concluded after the client has accepted the offer from IZI Content and returns it signed to IZI Content, even if this acceptance deviates from this offer on minor points. However, if the client's acceptance deviates on essential points, the agreement will only be concluded if IZI Content has agreed to these deviations in writing.
2. IZI Content is only bound by:
 - a. an assignment or order without a prior offer;
 - b. verbal agreements;
 - c. additions to or changes to the general terms and conditions or agreement;after written confirmation of this to the client or as soon as IZI Content - without objection from the client - has started the execution of the assignment, order or agreements.

Article 4: Compensation, prices, rates

1. Unless the parties have agreed on work at an hourly rate, IZI Content will execute the agreed-upon services for a fixed fee.
2. IZI Content has the right to increase this fixed fee if during the execution of the agreement it appears that the agreed or expected amount of work has not been properly estimated by the parties, without this being attributable to IZI Content, and if IZI Content cannot reasonably be expected to carry out the work for the agreed fee.



3. The prices and rates stated in an offer, quotation, price or rate list are exclusive of VAT and any costs, such as shipping costs, travel costs, call-out costs, costs for applying for permits, administration costs and declarations from third parties engaged.
4. If the parties have agreed on work at an hourly rate, IZI Content will calculate the compensation based on the number of hours spent applying the agreed or usual hourly rate of IZI Content.
5. The hourly rates apply to normal working days, which is understood to mean: Monday to Friday (with the exception of recognized national holidays) for the times agreed between the parties.
6. For urgent assignments or if, at the request of the client, the work must take place outside the working days referred to in the previous paragraph, IZI Content has the right to charge a surcharge on the hourly rate.
7. If a dispute arises between the parties about the number of hours spent and/or the hours charged, the time registration of IZI Content is binding.
8. If the parties have agreed on compensation based on the number of impressions of the content, the registration of IZI Content is binding.
9. If (cost) price increasing circumstances arise for IZI Content between the date of conclusion of the agreement and its implementation as a result of changes in legislation and regulations, government measures or currency fluctuations, IZI Content has the right to adjust the agreed prices and rates accordingly and to charge these to the client.
10. In the case of continuous agreements, IZI Content has the right to implement a fair price or rate increase annually and to pass this on to the client.

Article 5: Involvement of third parties

If IZI Content deems it necessary for the proper execution of the agreement, it may have certain tasks and deliveries carried out by third parties.

Article 6: Obligations of the client

1. The client must ensure that:
 - a. he makes all information, photos, logos, texts, files, permits, exemptions, decisions, etc. required for the execution of the agreement available to IZI Content in a timely manner, and in the manner desired by IZI Content;
 - b. any information carriers, files, etc. provided by the client to IZI Content are free of viruses and defects;
 - c. In the event that work needs to take place on location, IZI Content will have access to this location on the agreed dates and times. This location must meet the applicable legal (safety) requirements;
 - d. the third parties engaged by him carry out their work and deliveries in such a way that IZI Content is not hindered by this and does not experience any delays in the execution of the agreement;
 - e. the work location is in such a condition that IZI Content can carry out, and continue the work unhindered;
 - f. IZI Content is given the opportunity to ensure the supply, storage and/or disposal of equipment, materials and aids in a timely manner;
 - g. IZI Content has access to the connection options desired by IZI Content for electricity (power current), gas, water and internet free of charge at the location where the work is to be carried out. Lost working hours due to failure of these facilities are at the expense of the client;



- h. if the work takes several days, there is a space available at this location where equipment and other property of IZI Content can be stored or stored without damage or theft of this equipment or property;
 - i. IZI Content is informed of the location of (indoor) cables, pipes, etc. before the start of the work;
 - j. the other facilities reasonably desired by IZI Content are available at this location, without incurring any costs.
2. The client ensures that the information provided is correct and complete and indemnifies IZI Content against claims from third parties arising from the incorrect and/or incomplete information.
3. The client allows IZI Content to apply labels of any kind to the (housing of) supplied screens free of charge.
4. If the obligations stated in this article are not met in a timely manner, IZI Content is entitled to suspend the execution of the agreement until the client has fulfilled his obligations. The costs associated with the delay incurred and/or the costs for carrying out additional work or other consequences resulting from this are at the expense and risk of the client.
5. If the client fails to fulfill his obligations and IZI Content fails to demand compliance from the client, this will not affect IZI Content's right to demand compliance at a later date.

Article 7: Confidential information

1. The parties commit to confidentiality regarding all information that they have obtained in the context of entering into and executing the agreement from or about the other party, which the latter has indicated is confidential, or of which they know or reasonably ought to know must be treated as confidential. Parties will only provide this information to third parties to the extent this is necessary for the execution of the agreement.
2. Each party will take all reasonable precautions to keep the confidential information secret and guarantees that its employees and other persons involved in the execution of the agreement under its responsibility will also adhere to this obligation of confidentiality.
3. The obligation of confidentiality does not apply if a party is required by law and/or regulations or a judicial ruling to disclose confidential information and cannot invoke a legal or judicially permitted right to withhold such information. This exception also applies to employees and other persons referred to in the previous paragraph.
4. IZI Content is at all times permitted to publish about the agreed work and deliveries and to reuse the methods, working methods, etc. used or developed for this purpose.
5. If IZI Content uses a privacy statement, the data stated therein will only be used in accordance with the provisions of this statement.

Article 8: Risk of storage of information and content

1. IZI Content will store and preserve all information and content received from the client in a careful manner during the term of the agreement and will take (or have taken) all reasonably necessary measures to prevent the loss or unwanted access (for example, by viruses, technical malfunctions, hackers, etc.) to this information and content.
2. After termination of the agreement or the campaign in question, IZI Content will destroy the information and content returned / offline / unavailable to the client. The client is not permitted to use or reproduce the content and text after termination of the agreement.



3. However, IZI Content is never liable for loss or destruction of this information and content - whether or not by hackers - unless this is due to intent and/or deliberate recklessness on the part of IZI Content or its management staff at board level. The client must always ensure that he retains the original or a copy of the information or content provided to IZI Content.

Article 9: Delivery, delivery times

1. Agreed delivery times can never be regarded as strict deadlines, unless the parties have expressly agreed otherwise in writing. If IZI Content does not deliver the agreed performance or does not deliver it on time, it must therefore be given written notice of default, whereby it will be granted a reasonable period to still fulfill its delivery obligations.
2. IZI Content is entitled to deliver or carry out the work in parts, whereby each partial delivery or partial performance can be invoiced separately or periodically.
3. The risk for the goods to be delivered passes to the client at the time of delivery. This is the moment when the items to be delivered leave the IZI Content building or warehouse or when IZI Content has informed the client that these items can be collected by him.
4. Shipping or transport of the goods takes place at the expense and risk of the client and in a manner to be determined by IZI Content. IZI Content is not liable for damage of any kind - whether or not to the items themselves - related to shipping or transport.
5. If IZI Content personally delivers the goods to the client, the risk for the goods transfers at the moment these goods arrive at the client's location and are actually made available to them.
6. The risk regarding the delivered content is transferred to the client at the time of delivery. In these general terms and conditions, the moment of delivery is defined as the moment when the content is shown for the first time on the network for which it was supplied.
7. If it proves impossible to perform the services and/or deliver the goods or content to the client due to a cause within the client's risk sphere, IZI Content is entitled to store the goods or content at the client's expense and risk. The client must enable IZI Content to still deliver the goods or content within a period set by IZI Content after notification of the storage, or alternatively, collect them within this period.
8. If the client fails to meet his obligations after the period stated in the previous paragraph, he will be in default immediately. IZI Content then has the right to terminate the agreement, either wholly or partially, with immediate effect by a written statement, to sell the goods to third parties, and to destroy any already produced content, without incurring any obligation to compensate for damages, costs, and interest. The foregoing does not affect the client's obligation to compensate any (storage) costs, loss of profit, delay damages or other damages or the right of IZI Content to still demand fulfillment of the agreement.
9. An agreed delivery period only commences when IZI Content has received all information necessary for delivery and any agreed (advance) payment from the client. If this causes a delay, the delivery period will be extended proportionately.

Article 10: Progress, implementation of agreement

1. The agreed date, dates and/or times at which the content must be shown will be strictly adhered to by IZI Content - except in cases of force majeure.



2. If the start, progress or delivery of the work or the agreed delivery of goods or content is delayed because:
 - a. IZI Content has not received all necessary information, photos, files, (parts of) content, etc. from the client in a timely manner;
 - b. IZI Content has not received any agreed (advance) payment from the client on time;
 - c. there are other circumstances that are at the expense and risk of the client; IZI Content is entitled to such an extension of the delivery period as reasonably results from those circumstances and it is entitled to charge the client for the costs and damage involved, such as any waiting hours incurred.
3. If the agreement is executed in stages, IZI Content is entitled to suspend the execution of the parts that belong to a subsequent stage until the client has approved the results of the previous stage. The resulting costs and damage will be borne by the client.
4. IZI Content will make every effort to realize the agreed work and deliveries within the agreed and planned time, insofar as this can reasonably be expected of it. If the execution of the agreement must be accelerated at the request of the client, IZI Content is entitled to charge the client for the overtime hours and other costs involved.
5. IZI Content is obliged to inform the client of imperfections, errors, etc. in content, information, texts, etc. provided by or on behalf of the client. Furthermore, IZI Content is required to inform the client about defects, imperfections, etc., in the goods and materials provided and/or specified by the client. This applies as long as the aforementioned imperfections, errors, defects, etc., are relevant to the performance of IZI Content and are known or should be known to them.
6. Unless the parties have agreed otherwise, the agreement does not include conducting research into the existence of any trademark rights, trade name rights, portrait rights or other intellectual property rights.
7. If during the execution of the agreement it appears that the work and/or deliveries cannot be carried out in the agreed manner due to unforeseen circumstances, IZI Content will consult with the client about amending the agreement. IZI Content will inform the client about the consequences of the change for the agreed prices, rates and the agreed delivery times. If the execution of the agreement has become impossible as a result, IZI Content is in any case entitled to full compensation for the work and deliveries already carried out by it.
8. Additional work must be agreed in writing between IZI Content and the client. Additional work is understood to mean: all additional work at the request of the client or necessarily resulting from the assignment.
9. When IZI Content performs tasks at the request or with prior consent of the client that fall outside the scope or content of the agreement (additional work), these tasks will be compensated by the client to IZI Content according to its customary rates for such work. However, IZI Content is not obliged to comply with such a request and can always require that a separate written agreement be concluded for this work.
10. The client accepts that the agreed or expected time of completion of the work and the mutual responsibilities of the parties may be influenced by the work referred to in the previous paragraph of this article.
11. The client will always carefully check every draft version of content to be produced by IZI Content and communicate its response to IZI Content as soon as possible. If necessary, the concept will be adjusted by IZI Content and submitted again to the client for approval. IZI Content may require the client to sign/send a statement of approval of the final version by email. The client may only use the created content



after IZI Content has received the written statement of approval, but no later than 2 months after signing the agreement.

12. If IZI Content needs to make changes in already approved content, this can be considered additional work, and IZI Content may charge the client for the resulting additional costs.

Article 11: Creation of content by IZI Content

1. The client must make all information, images, texts, audio material, etc. required for the production of content available to IZI Content in a timely manner and in the form desired by IZI Content. The data carriers, electronic files, etc. supplied by the client for this purpose must meet the agreed specifications and be free of viruses and defects.
2. The client is responsible for acquiring any licenses from third parties for copyrighted material that IZI Content incorporates into content at the client's request.
3. The properties, characteristics, etc. of the content to be produced will be recorded in writing by the parties. The scope of IZI Content's obligations is determined by what the parties have agreed in writing. The obligations of IZI Content or the third party engaged by it have the character of an obligation of best efforts and not an obligation of results.
4. In executing the agreement for content creation, IZI Content will take into account the client's wishes as much as possible, but retains creative and intellectual freedom to draw certain conclusions that influence the content's creation, based on their own insights, methods, and interpretations.
5. Unless the parties have agreed otherwise, all intellectual property rights relating to the created content belong to the IZI Content and the client can use the final version thereof without restrictions, if and insofar as the client has fulfilled all his payment obligations towards IZI Content. An exception to this is the personally prepared articles by IZI Content for the client, and about its business operations.

Article 12: Delivery and acceptance of content

1. IZI Content is obliged to inform the client that the agreed work for the production of content has been completed and that the content is ready for use.
2. The content is considered to have been delivered in accordance with the agreement and to meet the terms of the agreement if it has been made available for use to the client, the client has checked the agreed-upon specifications, characteristics, qualities, etc., and the state of delivery has been signed off by the client for approval.
3. The content is also deemed to have been delivered in accordance with the agreement if the client has not complained to IZI Content within a period of 2 days after its first showing.
4. If the client wishes to have changes made to the content after delivery, this will be regarded as additional work. IZI Content may charge the client separately for the resulting costs and/or the time to be spent on this.
5. If the client still finds defects, errors, imperfections, etc. with regard to the content after delivery, the provisions of the complaints article included in these general terms and conditions apply.



Article 13: Rental and leasing of movable property

1. This article applies to every agreement concluded between IZI Content and the client regarding the rental of movable property or the temporary provision of movable property by IZI Content to the client.
2. IZI Content has the right to determine a deposit that the client must pay to IZI Content before the start of the rental period.
3. The client must ensure that:
 - a. he uses the rented property in accordance with any instructions, user manuals, etc. from IZI Content or has sufficient knowledge and experience to use the rented property correctly;
 - b. the rented property remains in good condition during the rental period. The client is liable for all damage incurred during the rental period and must report this damage to IZI Content immediately after occurrence, stating all details. Repair of damage may only be carried out by IZI Content or - after its express permission - on the instructions of IZI Content;
 - c. he immediately informs IZI Content if there is a seizure of the rented property - including tax seizure - or if there is a well-founded fear of seizure. The client will also immediately inform the seizing party that the rented property is the property of IZI Content;
 - d. he makes the rented property available for collection after the rental period. Any costs associated with the destruction or loss of (parts of) the rented property as well as necessary costs for repairs will be borne by the client.
4. IZI Content will inspect the rented property immediately after making it available for return. The client may be present during this inspection.
5. The client owes the rental price agreed between the parties for the entire rental period. This rental period commences when the rented property is installed ready for use at the client and ends when the rented property, including all associated parts and accessories, is returned and collected by IZI Content.
6. If the client - for whatever reason - does not make the rented property available to IZI Content for collection at the end of the rental period, the client is obliged to compensate IZI Content for all damage suffered as a result, including the current value of the rented property and the lost gain.
7. IZI Content has the right to offset all costs and damage borne by the client against the deposit received from the client.
8. The rented property always remains the property of IZI Content. The client may not sublet the rented property, allow it to be used by third parties, grant third parties rights to the rented property or make changes to or on the rented property without prior written permission from IZI Content. The client must at all times avoid giving third parties the expectation or impression that he is authorized to make further use of the rented property.

Article 14: Sales of ICT telecommunications and other items

1. IZI Content sells the goods according to the nature and quantity as agreed in writing between the parties.
2. IZI Content guarantees that the goods are suitable for normal use upon delivery and meet the specifications agreed in writing between the parties.
3. IZI Content does not guarantee that the assembly, installation and usage instructions associated with the goods are error-free and that the goods have the properties stated in these instructions.
4. If the parties have agreed in writing, IZI Content will install the items, configure them and/or connect them.
5. All services provided by IZI Content are carried out on the basis of an obligation of effort, unless and insofar as in the written agreement IZI Content has promised a specific result and the respective result has also been described with sufficient definiteness.



Article 15: Maintenance

1. If a maintenance agreement has been concluded between the parties for the delivered goods or content, the client will report any defects and malfunctions, etc., to IZI Content in accordance with the stated procedures or the usual procedures of IZI Content. After receiving a notification, IZI Content will repair the defects or resolve the malfunctions as soon as possible to the best of its ability.
2. If the parties have agreed on a periodic fee for the maintenance agreement, repairs will take place free of charge. However, IZI Content may charge separately for the costs of the (repair) work in cases where there are usage errors by the client, other causes not attributable to IZI Content, or if the goods and/or content have been altered or maintained by parties other than IZI Content.
3. Unless the parties have expressly agreed otherwise in writing, the following activities are not included in the maintenance agreement:
 - a. work resulting from telecommunication and data communication disruptions;
 - b. recovery of any lost content.

Article 16: Complaints

1. The client is obliged to check the delivered goods immediately upon receipt and to report any errors, imperfections and/or deviations on the consignment note or accompanying receipt. In the absence of a consignment note or accompanying receipt, the client must report the defects, damage, etc. in writing to IZI Content within 24 hours of receipt of the goods.
2. Other complaints regarding the delivered goods must be reported to IZI Content in writing immediately after discovery - but no later than within the agreed warranty period. All consequences of failure to report immediately are at the risk of the client. If no explicit warranty period has been agreed, a period of 1 year after delivery applies.
3. The client is obligated to immediately inspect the content delivered by IZI Content - which has not first been presented to the client in draft form - upon receipt. Any visible errors and/or imperfections that could reasonably have been discovered during an initial check of the content must be reported to IZI Content no later than 2 working days after receipt of the content, followed by written confirmation of this to IZI Content.
4. All complaints regarding the work carried out must also be reported in writing to IZI Content immediately after discovery - but no later than 2 weeks after delivery of the result of the work. All consequences of failure to report immediately are at the risk of the client.
5. If a complaint is not reported to IZI Content within the periods mentioned in the preceding sections, the goods are deemed to have been received in good condition and to comply with the agreement, the content is considered to comply with the agreement, and the services are deemed to have been performed in accordance with the agreement.
6. Complaints do not suspend the client's payment obligation.
7. The client must enable IZI Content to investigate the complaint and in this context provide IZI Content with all information relevant to the complaint. If the investigation of the complaint requires the return of the goods, or if it is necessary for IZI Content to examine the complaint on site, the associated costs are at the expense and risk of the client, unless the complaint is subsequently found to be justified. The risk of transportation is always borne by the client.
8. In all cases, returns must be made in a manner determined by IZI Content and in the original packaging or container.
9. No complaints can be made about goods or content that have been altered in nature and/or composition or have been wholly or partially processed after receipt by the client.



Article 17: Guarantees

1. IZI Content will ensure that the agreed deliveries and services are properly executed in accordance with the standards prevailing in its industry, but never provides a more extensive guarantee for these deliveries or services than what was expressly agreed upon between the parties.
2. During the warranty period, IZI Content guarantees the usual normal quality and soundness of the delivered goods or services.
3. If the manufacturer or supplier has issued a guarantee for the goods delivered by IZI Content, that guarantee will apply equally between the parties. IZI Content will inform the client about this.
4. If the purpose for which the client wishes to use the goods differs from their usual purpose, IZI Content only guarantees that the goods are suitable for this specific purpose if they have confirmed this in writing to the client.
5. Any form of warranty is void if a defect has arisen as a result of or stems from imprudent or improper use, incorrect storage, or maintenance by the client and/or third parties, or when, without written permission from IZI Content, the client or third parties have made or attempted to make changes to the goods.
6. No appeal to the warranty is possible as long as the client has not yet paid the agreed price for the goods or content and/or the agreed fee for the work.
7. If the client rightfully invokes the warranty provisions, IZI Content will, at its discretion, take care of the repair or replacement of the goods or content, the proper execution of the agreed-upon services, or provide a refund or a discount on the agreed price or fee, free of charge. If there is additional damage, the provisions of the liability article included in these general terms and conditions apply.

Article 18: Liability

1. Beyond the explicitly agreed upon or given warranties, guaranteed results, or quality standards by IZI Content, no further liability is accepted.
2. Without prejudice to the provisions of the previous paragraph, IZI Content is only liable for direct damage. Any liability of IZI Content for consequential damage, such as business damage, loss of profit and/or loss suffered, damage due to delay and/or personal injury or damage, is expressly excluded.
3. The client must take all measures necessary to prevent or limit damage.
4. If IZI Content is liable for damage suffered by the client, IZI Content's obligation to pay compensation is always limited to a maximum of the amount paid out by its insurer in the appropriate case. If the insurer does not pay out, or if the damage is not covered by an insurance policy taken out by IZI Content, the liability of IZI Content for damages is limited to a maximum of the invoice amount for the goods delivered, content, or services performed.
5. Deviation from the previous clause, in the case of continuous contracts with a duration longer than 3 months, the liability of IZI Content is limited to the fee due over the last 3 months if the insurer does not pay out or if the damage is not covered by an insurance policy taken out by IZI Content.
6. The client must contact IZI Content no later than 1 month after he or she has become aware of the damage he or she has suffered.



7. If IZI Content is required to perform its activities or deliveries based on information provided by or on behalf of the client, IZI Content is only responsible for the proper execution of the activities or the soundness of the goods or content delivered.
8. If the client makes items, image or sound material, etc. available for processing, IZI Content is responsible for correct processing, but under no circumstances for these items or materials, etc. themselves.
9. The client cannot invoke the applicable warranty, nor hold IZI Content liable on other grounds if the damage has occurred:
 - a. due to improper use or use contrary to the intended purpose of the delivered goods or contrary to the instructions, advice, instructions for use, etc. provided by or on behalf of IZI Content;
 - b. due to errors or omissions in the information or materials provided or prescribed to IZI Content by or on behalf of the client;
 - c. by directions or instructions from or on behalf of the client;
 - d. by making or implementing business (policy) decisions by the client. The client always remains responsible for his own decisions;
 - e. as a result of the client's choice that deviates from what IZI Content advised and/or is customary;
 - f. due to failure or disruptions in cable, internet or other connections at the client or third parties or the loss of GPS signals;
 - g. by the choice that the client has made with regard to the goods or content to be delivered;
 - h. because operations have been carried out on the delivered goods by or on behalf of the client, without the express prior permission of IZI Content.
10. In the cases listed in the previous paragraph, the client is fully liable for all damage resulting from this and expressly indemnifies IZI Content against all claims from third parties for compensation for this damage.
11. The limitations of liability included in this article do not apply if the damage is due to intent and/or deliberate recklessness on the part of IZI Content or its management staff at board level or if mandatory legal provisions oppose this. Only in these cases will IZI Content indemnify the client against any claims from third parties against the client.

Article 19: Payment

1. IZI Content always has the right to require (partial) advance payment or any other security for payment from the client.
2. Payment must be made within a due period of 15 days after the invoice date, unless the parties have agreed on a different payment term in writing. The correctness of an invoice is established if the client has not objected (with clear substantiation and invoice details) within 8 days of the invoice date.
3. If an invoice has not been paid in full after the expiry of the term mentioned in the previous clause, or if an automatic debit has not been possible, the client owes IZI Content a delay interest of 0.5% per month, to be cumulatively calculated over the principal amount. Parts of a month are counted as a full month.
4. If, when collecting a single charge, an amount cannot be debited or reversed (chargeback) for the second time, the authorization is considered to be terminated. With this, the current and future automatic debits are cancelled, and thus the deductions in the remaining terms are discontinued.
5. The automatic debit is terminated if the customer has applied for a suspension of payments, has been declared bankrupt, or if circumstances are observed that could hinder the regular progress of the collection.
6. If, after a reminder from IZI Content, payment is still not forthcoming, IZI Content also has the right to charge the client extrajudicial collection costs amounting to 15% of the invoice amount with a minimum of €150.00, plus VAT.



7. In the event of non-payment in full by the client, IZI Content has the right to dissolve the agreement without further notice of default by a written statement, or to suspend its obligations under the agreement until the client has made payment or has provided adequate security for it. IZI Content also has the aforementioned right of suspension if it has reasonable grounds to doubt the creditworthiness of the client even before the client is in default with payment.
8. Payments made by the client are first deducted by IZI Content from all due interest and costs, and then from the payable invoices that have been outstanding the longest, unless the client specifies in writing at the time of payment that it relates to a later invoice.
9. The client may not offset the claims of IZI Content with any counterclaims he may have against IZI Content. This also applies if the client applies for (provisional) suspension of payments or is declared bankrupt.
10. If full payment is not made in a continuing performance agreement, IZI Content will give the client written notice of default and grant a reasonable period within which the client must still pay. If payment again fails to materialize after the expiry of this reasonable term, IZI Content has the right to suspend its services after notifying the client, until full payment has been made or adequate security has been provided, or to terminate the agreement by a written statement. Any damage that IZI Content suffers as a result, as well as the costs for any reactivation of the service, will be borne by the client.

Article 20: Retention of title

1. IZI Content reserves ownership of all goods delivered and to be delivered under the agreement until the time at which the client has fulfilled all his payment obligations to IZI Content. The feed and content delivered by IZI Content and the webshop are fully owned by IZI Content. The client is not permitted to use or reproduce its contents on another website or to third parties.
2. The payment obligations referred to in the previous clause consist of paying the purchase price of the goods, increased by claims for work performed related to the delivery and claims due to the client's attributable failure to fulfill their obligations, such as claims for payment of damages, extrajudicial collection costs, interest, and any penalties.
3. As long as the delivered goods are subject to retention of title, the client may not pledge the goods in any way or place the goods under the (actual) power of a financier by means of pledge lists.
4. The client must immediately inform IZI Content in writing if third parties claim to have ownership or other rights to the items subject to retention of title.
5. The client must store the goods carefully and as identifiable property of IZI Content for as long as the retention of title applies.
6. The client must ensure that a business or contents insurance policy is in place so that the items delivered under retention of title are insured at all times, and shall provide IZI Content with access to the insurance policy and the associated proof of premium payments upon first request.
7. If the client acts contrary to the provisions of this article or if IZI Content invokes the retention of title, IZI Content and its employees have the irrevocable right to enter the client's premises and take back the goods delivered under retention of title. This applies without prejudice to IZI Content's right to compensation for damage, lost profits and interest and the right to terminate the agreement without further notice of default by a written statement.



Article 21: Intellectual property rights

1. IZI Content is and remains the owner of all intellectual property rights and copyright that rest on, arise from, are related to and/or belong to the services, material and content, etc., provided or produced by IZI Content in the context of the agreement. The exercise of these rights is expressly and exclusively reserved to IZI Content, both during and after the execution of the agreement.
2. This means, among other things, that:
 - a. the client may not use the services, materials, and content etc., delivered or produced by IZI Content outside the context of the agreement, may not provide them to third parties, may not allow third parties to inspect them, and may not reproduce them without the prior written consent of IZI Content;
 - b. the client may not imitate, reuse, change, reproduce, etc. the material and content or parts thereof supplied or produced by IZI Content without prior written permission from IZI Content.
3. The client guarantees that the information and content provided by him to IZI Content do not infringe the copyright or any other intellectual property right of third parties. The client is liable for any damage that IZI Content suffers as a result of such infringements and indemnifies IZI Content against claims from these third parties.
4. If illustrations and visual material from third parties are used for the execution of the assignment or agreement, the client is never permitted to use the visual material more often than for which rights have been acquired in the context of the agreement.
5. In the event of a violation of this article, the client is liable to pay a fine for each violation of €800, without prejudice to IZI Content's right to full compensation.

Article 22: Right of retention

1. IZI Content is authorized to suspend the delivery of the content or goods to be supplied and/or the return of all information, photos, etc. provided to them by the client - which IZI Content holds in the context of the execution of the agreement - until the client has settled all due claims with respect to the aforementioned agreement.
2. IZI Content is not liable for any damage - of any nature - resulting from the right of retention it exercises.

Article 23: Duration and termination of agreement

1. The website developed by IZI Content on behalf of the client is made available to the client under the terms of the subscription for the duration agreed between the parties, failing which the duration of one year applies.
2. After the initial contract term has expired, the agreement will be tacitly extended for a period of one year, until further notice, with a notice period of at least three months prior to the extension date.
3. There is no right to a refund after termination of the agreement.

Article 24: Dissolution

1. IZI Content reserves the right to terminate the agreement at any time if:
 - a. the client does not or does not fully fulfill the obligations under the agreement;
 - b. Circumstances that have come to IZI Content's attention after concluding the agreement give good reason to fear that the client will not fulfill the obligations;
 - c. circumstances arise which are of such a nature that fulfillment of the agreement becomes impossible or can no longer be reasonably and fairly demanded, or if other circumstances arise which are of such a nature that the unchanged continuation of the agreement cannot reasonably be expected;



- d. the content provided by the client is in violation of any legal or other governmental provision;
 - e. after consultation with the locally competent authority, there is a well-founded fear of disruption of public order;
 - f. the content of the material is in conflict with the good reputation or interests of IZI Content
2. If the agreement is dissolved, the claims of IZI Content on the client are immediately due and payable.
 3. IZI Content is not liable for any damage - of any nature - resulting from the right of termination it exercises.
 4. IZI Content always reserves the right to claim damages.

Article 25: Bankruptcy, Incapacity to Dispose, etc.

1. IZI Content always has the right to terminate the agreement without further notice of default by a written statement to the client at the time when the client:
 - a. is declared bankrupt or an application for bankruptcy has been made;
 - b. applies for (provisional) suspension of payments;
 - c. is affected by an executory attachment;
 - d. is placed under guardianship or administration;
 - e. otherwise loses the power to dispose of or act with regard to his assets or parts thereof.
2. The client must always inform the curator or administrator of the (content of the) agreement and these general terms and conditions.

Article 26: Force majeure

1. In the event of force majeure on the part of the client or IZI Content, IZI Content is entitled to dissolve the agreement without judicial intervention, through a written statement to the client, or to suspend the fulfillment of its obligations towards the client for a reasonable period without being liable for any compensation.
2. In the context of these general terms and conditions, force majeure on the part of IZI Content is understood to mean: a non-attributable shortcoming on the part of IZI Content, on the part of the third parties or suppliers engaged by it, or other compelling reasons on the part of IZI Content.
3. Circumstances that will be considered force majeure on the part of IZI Content include: war, riot, mobilization, domestic and foreign disturbances, government measures, strikes within the organization of IZI Content and/or the client or the threat of such circumstances, disruption of the currency relations existing at the time of entering into the agreement, business interruptions due to fire, burglary, sabotage, power outages, GPS signals, internet or telephone connections.
4. If the force majeure situation occurs when the agreement has already been partially executed, the client is obliged to fulfill its obligations towards IZI Content up to that moment.

Article 27: Cancellation, suspension

1. If the client wishes to cancel the agreement prior to or during its execution, he will owe IZI Content compensation to be determined by IZI Content. This compensation includes all costs incurred by IZI Content and the damage suffered by the cancellation, including lost profits. IZI Content has the right to fix the compensation and – at its discretion and depending on the work already performed or deliveries made - to charge the client 20 to 100% of the agreed price.



2. If the client cancels or reschedules a planned appointment less than 24 hours in advance, IZI Content is entitled to charge the client for the time reserved based on the agreed or, in the absence of such agreement, customary hourly rate.
3. The client is liable to third parties for the consequences of the cancellation and indemnifies IZI Content against any resulting claims from these third parties.
4. IZI Content has the right to offset all amounts paid by the client against the compensation owed by the client.
5. In the event of suspension of the execution of the agreement at the request of the client, the compensation for all work performed and costs incurred at that time is immediately due and payable and IZI Content may charge this to the client. IZI Content may also charge the client for all costs incurred during the suspension period as well as for the hours already reserved for the suspension period.
6. If the execution of the agreement cannot be resumed after the agreed suspension period, IZI Content has the right to terminate the agreement by means of a written statement to the client. If the performance of the agreement is resumed after the agreed suspension period, the client must reimburse IZI Content for any costs arising from this resumption.
7. Unless expressly agreed otherwise in writing by the parties, in the event of cancellation or suspension, the client is not entitled to use the documents and/or content produced for the client, and any usage rights already provided by IZI Content will lapse.
8. If the client terminates the agreement with IZI Content, the client is required to pay the full amount due until the end of the term. Refunds are not possible.

Article 28: Applicable law/competent court

1. The agreement concluded between IZI Content and the client is exclusively governed by Dutch law.
2. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
3. Any disputes will be submitted to the competent court in the place where IZI Content is located, although IZI Content always reserves the right to submit a dispute to the competent court in the place where the client is located.
4. If the client is located outside the Netherlands, IZI Content has the right to choose to submit the dispute to the competent court in the country or state where the client is located.

Article 29: Unilateral amendment clause

1. IZI Content reserves the right to unilaterally change the General Terms and Conditions. The latest version of the General Terms and Conditions is immediately valid and can be consulted at any time on the website.

Rotterdam, January 2017