

## **General Terms and Conditions**

**Whalen Enterprises B.V.**

**Version: 1.0 – EN**

**Date: January 1, 2017**

### **Article 1. Definitions**

- 1.1. The following words are used in our general terms and conditions. These words have the following meaning, unless from the context it is clear that their meaning is different:
- a. Whalen Enterprises: the user of these terms and conditions: Whalen Enterprises B.V. located at Koninginnelaan 11 in Soest, registered in the Dutch Chamber of Commerce under the registration number (KvK-nummer) 30189595;
  - b. customer: the natural person or legal entity that Whalen Enterprises enters into a contract with, that Whalen Enterprises presents an offer to or receives an offer from, or with whom Whalen Enterprises enters into any legal relationship with in any way;
  - c. partner: the natural person or legal entity that acts as an intermediary between Whalen Enterprises and the customer, and with whom Whalen Enterprises enters into a contract with, that Whalen Enterprises presents an offer to or receives an offer from, or with whom Whalen Enterprises enters into any legal relationship with in any way;
  - d. contract: the contract between Whalen Enterprises and the customer;
  - e. service: software, networks, and systems managed by Whalen Enterprises and its authorized third party suppliers that deliver various business and technical functions to the customer;
  - f. software: software that is designed, developed, and owned by Whalen Enterprises and made available for use as part of our services;
  - g. consulting service: professional advice provided by Whalen Enterprises employees that delivers business value to the customer.

### **Article 2. General**

- 2.1. These terms and conditions are applicable to all proposals and quotations made by Whalen Enterprises, all contracts, and all other legal agreements that Whalen Enterprises enters into with the customer or the partner.
- 2.2. Throughout these terms and conditions where the word 'customer' is used, the word 'partner' can also be understood to be used if the contract or legal relationship is between Whalen Enterprises and a partner.
- 2.3. Deviations from and additions to these general conditions are only valid if they are agreed upon in writing or via e-mail.
- 2.4. The applicability of any purchase or other terms or conditions of the customer are explicitly rejected.
- 2.5. If any provision of these terms and conditions are deemed to be invalid or unenforceable, the remaining provisions of these terms and conditions shall remain in full force and effect.

### **Article 3. Offers and Quotes**

- 3.1. All offers, proposals and quotations are not binding unless Whalen Enterprises indicates otherwise. The customer is responsible for the accuracy and completeness of the requirements and specifications delivered to Whalen Enterprises for services or products for which Whalen Enterprises must deliver according to a given performance or functionality and on which Whalen Enterprises bases its offer.
- 3.2. Offers or quotations do not automatically apply to future contracts.
- 3.3. Whalen Enterprises can not be made to commit or honor its quotations or offers, or other publications, if it can be reasonably understood that the quotations or offers, or other publications, or any part thereof, contain an obvious mistake or error.
- 3.4. All images, drawings, information, designs, ideas or concepts contained within a proposal, quote, or any other commercial publication is intended solely for use in connection with the supply or provisioning of a product or service and should not be used for other purposes by the customer, or be provided to third parties. All rights to this information remain the property of Whalen Enterprises. The documents containing this information are also the property of

Whalen Enterprises. Whalen Enterprises reserves the right to request that these documents are returned or destroyed when requested.

#### **Article 4. The Contract**

- 4.1. A contract is established when the customer signs the proposal, quote, contract or order confirmation from Whalen Enterprises. 'Signing' in this context refers to a legally legible written signature, electronic signature, or other legally acceptable form of acceptance within Dutch law. (E.g. Clicking on 'accept' in an online form next to the terms and conditions.)
- 4.2. These terms and conditions are provided to the customer before or at the establishment of the contract.
- 4.3. Additional terms and conditions may apply to a contract. These additional terms and conditions are contained in various service, subscription, or policy documents that are presented to the customer before or at the establishment of a contract.

#### **Article 5. How Long The Contract Lasts**

- 5.1. If a contract covering a term is established with the customer, the term of the contract is specified within the contract or order form used to order the service or product. After the term specified in the contract has passed, the contract will automatically be extended for the same term as specified in the contract.
- 5.2. If before the expiry of the contract the customer terminates the contract, or Whalen Enterprises has the right to terminate the contract as described in these terms and conditions, no refund will be granted to the customer for the remaining term of the contract.
- 5.3. Notice of termination must be made in writing or via e-mail and at least 30 days before the expiry of the term specified in the contract.

#### **Article 6. How We Will Fulfill the Contract**

- 6.1. Whalen Enterprises will fulfill the contract to the best of its ability and with due professional care.
- 6.2. Whalen Enterprises determines the manner by which and by whom the contract is fulfilled. Whalen Enterprises has the right, without providing notice to the customer, to engage third parties, use goods from third parties, to purchase services from third parties and have the contract in whole or in part fulfilled by third parties.
- 6.3. For its services Whalen Enterprises depends on services or networks from third parties. Whalen Enterprises is not liable for damages of any kind or for whatever reason, caused by services or networks from third parties, including faults in the network or infrastructure from third parties.
- 6.4. Whalen Enterprises is not responsible for investigating any existing copyrights that may apply to the images, designs, texts, or similar items provided by the customer.
- 6.5. The customer acknowledges that Whalen Enterprises has the right to block access to the products or services that it provides if the customer, other users, or third parties abuse the services, or there are other irregularities or technical malfunctions, whatever the cause.

#### **Article 7. Changing The Contract**

- 7.1. If during the fulfillment of the contract it is discovered that for a proper implementation of the contract it is necessary to amend or supplement the contract, Whalen Enterprises and the customer will consult in a timely and in a mutually agreeable way to change the contract. This may result in the originally quoted price for the contract being raised or lowered. Whalen Enterprises will to the best of its ability provide this new price as far in advance as possible.
- 7.2. If the original contract is changed then the term of the original contract may also be changed at the same time.
- 7.3. The customer accepts the consequences of changing the contract, including the change in price and contract term.

#### **Article 8. What We Promise Regarding Information Provided By Us**

- 8.1. Information regarding how to use our services or how they work, consulting, guidelines,

documentation, and any data produced by our services, unless expressly agreed otherwise, is always provided to the best of our knowledge and / or understanding, but without any guarantees. The customer is not granted any rights, nor can Whalen Enterprises be held liable for any damage resulting directly or indirectly from the usage of such information.

- 8.2. All data and information provided by Whalen Enterprises either directly or via its services regarding the appropriateness of a given service to meet a given need of the customer is done freely and without any obligation. The customer remains responsible for determining the suitability of the services and the information provided by the services for meeting its individual needs by performing its own tests and assessments of the services.
- 8.3. All information and advice produced and shared by Whalen Enterprises in the course of delivering consulting services is always provided to the best of our knowledge and / or understanding, but without any guarantees. The customer is not granted any rights, nor can Whalen Enterprises be held liable for any damage resulting directly or indirectly from the usage of such information and advice.

#### **Article 9. Your Responsibilities**

- 9.1. The customer shall ensure that all data and information that Whalen Enterprises indicates is necessary or which the customer can reasonably understand is necessary for the fulfillment of the contract, will be provided to Whalen Enterprises. The customer will always cooperate in a timely manner with Whalen Enterprises for the proper fulfillment of the contract and make available all the necessary materials and resources. Where fulfillment of the contract is prevented by the withholding of necessary information, materials or resources by the customer, or if the customer otherwise does not fulfill its obligations, Whalen Enterprises has the right to suspend the fulfillment of the contract and has the right to charge the costs incurred at its usual rates to the customer.
- 9.2. The customer must refrain from any conduct that hampers Whalen Enterprises' ability to fulfill the contract.
- 9.3. The customer indemnifies Whalen Enterprises for any claims from third parties who may sustain damages in connection with the fulfillment of the contract and that are attributable to the customer.
- 9.4. The customer is required to immediately inform Whalen Enterprises regarding facts and circumstances that may be important to the fulfillment of the contract.
- 9.5. The customer is responsible for the proper use and correct application in its organization of the services and for the observance of instructions and / or advice provided by Whalen Enterprises.
- 9.6. The customer is responsible for the proper functioning of its equipment or for other technical infrastructure which are to be used for accessing and using the services provided by Whalen Enterprises.
- 9.7. The customer will inform Whalen Enterprises immediately of all relevant facts and circumstances as soon as it detects any unauthorized use of the services provided by Whalen Enterprises.
- 9.8. If the customer moves or changes its billing address, the customer will as soon as possible share its new address in writing or via e-mail with Whalen Enterprises.
- 9.9. The customer is not allowed to use the services provided by Whalen Enterprises in contravention of the provisions of the contract, these general terms and conditions, or and relevant and applicable laws.
- 9.10. The customer is not allowed to use the services provided by Whalen Enterprises to or by other means:
  - a. Test the vulnerability or security of a computer system or network used by Whalen Enterprises or other third parties used by Whalen Enterprises in the provision of its services;
  - b. Create, introduce, or distribute computer viruses into the networks and systems used by Whalen Enterprises
  - c. Make use of the services provided by Whalen Enterprises in such a way that the proper functioning of the software, network, or systems used by Whalen Enterprises or the third parties used by Whalen Enterprises are affected in such a way that it impedes the usage of Whalen Enterprises' services by Whalen Enterprises or other customers.

- 9.11. If the customer acts in contravention of article 9.9 or 9.10, Whalen Enterprises has the right without notice to block access from the customer to the service and to cancel the contract.
- 9.12. The customer is responsible for protecting the access codes and / or login codes that are necessary to use the service.

#### **Article 10. Delivery Dates**

- 10.1. All delivery dates agreed upon by Whalen Enterprises are determined on the basis of the data and information that was known at the time that the contract was signed. Whalen Enterprises endeavors to observe and comply with the agreed upon delivery dates to the best of its ability.
- 10.2. Whalen Enterprises is not obliged to comply with delivery dates if circumstances arise after the signing of the contract that are beyond its control. Whalen Enterprises is also not obliged to comply with the original delivery dates if the content or scope of the contract (additional work, change in specifications etc.) are agreed upon with the customer. In this case new delivery dates will be agreed upon.
- 10.3. Exceeding a delivery date never entitles the customer to any compensation, to cancel the contract or any other action against Whalen Enterprises. This does not apply in the case of willful misconduct or gross negligence by Whalen Enterprises, or in the case that the delivery date is exceeded by more than three months. In such a case the customer has the right to terminate the contract, but without being able to claim any compensation.

#### **Article 11. Prices and Fees**

- 11.1. Unless otherwise communicated, all prices are quoted exclusive of value added tax and other applicable taxes imposed by law.
- 11.2. For all work not stipulated in a contract, or for which extra charges are incurred, the standard hourly rate for Whalen Enterprises is €150,- per hour.
- 11.3. Whalen Enterprises is entitled to increase an agreed fixed fee when it is shown during the execution of the work that the originally agreed or expected amount of work was underestimated at the conclusion of the contract, and this is not attributable to Whalen Enterprises, and for which it can not reasonably be expected that Whalen Enterprises can do the work agreed for the originally agreed fee.

#### **Article 12. Our Software**

- 12.1. The software that we make available for use as part of our services has been tested extensively to the best of our abilities. However, we cannot guarantee that our software is free of defects.
- 12.2. With the exception of statutory non-excludable warranties, the software is provided as is to the customer, without any kind of warranty. Whalen Enterprises is therefore not liable for any defects or non-functioning of the software.
- 12.3. The customer is not entitled to software features that are desired by the customer, but which are not present in the software, unless Whalen Enterprises has promised in writing that these functions would be contained in the software.
- 12.4. The customer is only allowed to use the software for the purpose for which the software is made available to the customer.
- 12.5. If the software is caused to malfunction or a defect is introduced into the software by the customer or by the customer's failure to act, then all costs Whalen Enterprises has had to incur to repair the defect or malfunctioning software will be paid for by the customer.

#### **Article 13. Intellectual Property Rights**

- 13.1. All intellectual property rights related to the software (including updates), equipment or other materials such as analyses, advice, designs, documentation, reports, offers, software output, as well as preparatory material, remain exclusively with Whalen Enterprises or its licensors. The software is not sold, the customer receives only the user rights and powers expressly granted to him. The customer will not reproduce or disclose the software or other materials. The customer acknowledges that the intellectual property rights relating to the software remain the property of Whalen Enterprises or its licensors and that these rights are not

transferred to the customer. The delivery of products and / or services never transfers copyrights. The software source code is never provided to the customer.

- 13.2. Whalen Enterprises or its licensors are allowed to take technical measures to maintain the protection of its intellectual property rights in the software. If the software is secured by means of a technical protection, the customer is not permitted to remove or avoid this protection.
- 13.3. The customer is not allowed to remove, modify, or make unrecognizable any designation concerning the confidential nature, copyrights, trademarks, names or other intellectual property rights in the software, documentation, equipment or materials provided by Whalen Enterprises.
- 13.4. Without the express prior written consent of Whalen Enterprises, the customer is not allowed to copy, disclose or exploit the intellectual property rights of Whalen Enterprises through the storage, retransmission, or distribution of the software alone or with help from third parties.
- 13.5. If the customer acts in violation of the intellectual property rights of Whalen Enterprises, Whalen Enterprises has the right to terminate the contract with immediate effect, without the customer being entitled to any compensation.
- 13.6. The customer indemnifies Whalen Enterprises against claims by third parties concerning intellectual property rights on material or data provided by the customer, which are used in the fulfillment of the contract.
- 13.7. Whalen Enterprises reserves the right to use the work carried out for the customer for its own promotion.

#### **Article 14. License**

- 14.1. Whalen Enterprises grants the customer a non-exclusive and non-transferable license to use the software
- 14.2. The customer is not allowed to sell the software, lease, sublicense, divide or grant limited rights or in any manner or for any purpose give access to the software to a third party.
- 14.3. If the customer breaches the provisions of the preceding paragraph, the customer will compensate Whalen Enterprises for all resulting damages, including lost sales.
- 14.4. Whalen Enterprises grants the customer a non-exclusive and non-transferable license to use the output of the service (E.g. reports, screenshots, data exports) for internal purposes, or to share such output with selected third parties that have a relationship with the customer for the purpose of managing or advising on related business matters (E.g. network operators, desktop management providers, application management providers, etc.).

#### **Article 15. Billing and Payments**

- 15.1. Unless otherwise agreed upon in the contract, invoicing for recurring services will be made monthly in advance.
- 15.2. For some services the billing period is annual. In this case the customer will be made aware of this before the contract is signed.
- 15.3. Payment is due before the service commences. After the payment has been received access to the service will be granted.
- 15.4. If payment is not received by the invoice date for monthly recurring services, access to the service will be suspended until payment has been received.
- 15.5. Invoicing for consulting occurs monthly after the consulting has been delivered. Per month an invoice will be sent covering the consulting activities in the previous month. This invoice must be paid within 15 days of the invoice date.
- 15.6. Invoicing for other activities that Whalen Enterprises performs is done upon completion of the contract or in accordance with the billing schedule included in the contract or tender. The customer must pay these invoices within 15 days after the invoice date.
- 15.7. Payments made by the customer first go towards payment of outstanding interest and costs, and then towards invoices that have been outstanding the longest, even if the customer indicates a preference towards which invoices and items the payments should first be applied.
- 15.8. If the customer fails to pay by the invoice due date, then the client is legally in default. In that case the customer from the date on which the invoice became due until the date of payment must pay the statutory interest to Whalen Enterprises, in accordance with article 6:119a of the Dutch Civil Code. In addition, all costs of collection, after the customer is in default, both

judicial and extrajudicial, will be charged to the customer. The fee for extrajudicial costs is calculated as at least 15% of the principal amount due with a minimum of €100,-.

- 15.9. The customer is not entitled to delay or suspend a payment.
- 15.10. The rights described in these terms and conditions are granted to the customer under the condition that the customer pays the agreed fees promptly and fully.

#### **Article 16. Termination And Suspension Of The Contract**

- 16.1. Whalen Enterprises Business Services is authorized to suspend or terminate the contract and the fulfillment of its obligations, if:
  - a. the customer does not fulfill its obligations or the customer does not fully comply with a notification from Whalen Enterprises that it is in default of its obligations;
  - b. after the signing of the contract Whalen Enterprises becomes aware of circumstances which give good reason to fear that the customer will not fulfill its obligations. In case there is good reason to fear that the customer will comply only partially or improperly, suspension of the contract shall only be allowed in so far as the shortcoming justifies it;
  - c. the customer is in arrears, the customer has been given notice to pay an outstanding invoice and the customer has not responded to this notice;
  - d. the customer has been put under the control of a court-appointed entity;
  - e. the customer is in a state of bankruptcy;
  - f. the customer has been ordered by a court to make debt rescheduling arrangements.
- 16.2. If the contract is dissolved, all outstanding invoices that Whalen Enterprises has towards the customer are immediately payable. If Whalen Enterprises suspends the fulfillment of its obligations, it will retain its claims under the law and the contract.
- 16.3. In the case of partial termination of the contract, the customer can not claim the undoing of work already performed by Whalen Enterprises, and Whalen Enterprises is fully entitled to payment for work it has already performed.
- 16.4. If Whalen Enterprises terminates the contract or suspends delivery of the service, the customer shall be informed within 48 hours via e-mail.
- 16.5. If the contract is terminated, the cancellation charges as described in article 5.2 will be charged to the customer.

#### **Article 17. Effect of Contract Termination**

- 17.1. If the contract is terminated or dissolved, the customer, from the date of termination of the contract, is obligated by Whalen Enterprises to immediately refrain, in any manner whatsoever, from using anything that he has been granted the right to use in the contract, in particular but not exclusively using the software. The software must be removed immediately after the termination of the contract from all computers on which it is been installed by the customer. If the customer after the termination of the contract makes unlawful use of the software, the customer is liable for all damages, including lost revenue, which Whalen Enterprises suffers as a result.

#### **Article 18. Force Majeure (Things That Are Really Out Of Our Control)**

- 18.1. Force majeure on the part of Whalen Enterprises include cases where Whalen Enterprises is prevented from fulfilling its obligations under the contract or the preparation thereof as a result of war, acts of war, terrorism, fire, water damage, flooding, government measures, defects in materials (including, computers and other telecommunication), unavailability of materials (including, computers and other telecommunication), power failure, strikes, sit-ins, irreplaceable employees, all of which are either in the business of Whalen Enterprises, the customer, or any third-party company involved in the fulfillment of the contract.
- 18.2. Force majeure also means a failure on the part of suppliers that Whalen Enterprises uses, and as a result of which Whalen Enterprises can not or does not timely or fully meet its obligations.
- 18.3. If the force majeure situation on the side of Whalen Enterprises lasts for more than 2 months, parties have the right to terminate the contract.
- 18.4. Insofar Whalen Enterprises at the time of the occurrence of force majeure has performed its obligations under the contract or will fulfill its obligations, and these obligations represent an independent value to the customer, Whalen Enterprises is entitled to invoice these fulfilled obligations towards the customer.

## **Article 19. Liability**

- 19.1. Whalen Enterprises is not liable to compensate any damage which is a direct or indirect result of:
  - a. an event that is in fact beyond its control, and thus cannot be attributed to Whalen Enterprises' responsibility;
  - b. any act or omission on the part of the customer, or persons who are employed by or on behalf of the customer.
- 19.2. Whalen Enterprises is not liable for damages of any kind for work performed by Whalen Enterprises based on incorrect and / or incomplete information provided by the customer.
- 19.3. Whalen Enterprises does not warrant that the software will always - and without errors, interruptions or disruptions be accessible.
- 19.4. Whalen Enterprises is not liable for any damage of any kind incurred by the customer in connection with the (non) functioning of equipment, software or (Internet) connections used by the customer.
- 19.5. In no event shall Whalen Enterprises be liable for damages arising from or caused by the customer using the software for purposes other than that for which it was provided.
- 19.6. If the software is used in violation of the supplied manuals and / or usage instructions, Whalen Enterprises can there never be held liable for the result.
- 19.7. Whalen Enterprises is not liable for damages if the customer or third parties have made changes to the software.
- 19.8. Whalen Enterprises can not be held liable for damage caused by the customer's failure to comply with on comply on time with the obligations resulting from the contract, these terms and conditions or the law.
- 19.9. Whalen Enterprises is not liable for indirect damages including lost profits, lost savings and damage due to business interruption, or direct damage caused by the execution of software or systems that are a part of the service.
- 19.10. Whalen Enterprises is not liable for indirect damages including lost profits, lost savings and damage due to business interruption due to the information and advice provided as part of a consulting service delivered by Whalen Enterprises.
- 19.11. If Whalen Enterprises can be made liable for any damages, the liability of Whalen Enterprises is limited to the amount paid out by the insurer of Whalen Enterprises. If the damage is not covered by insurance, the liability of Whalen Enterprises is limited to the invoice amount excl. VAT, at least that part of the invoice to which the liability relates.
- 19.12. All claims of liability must be provided by the customer within one year of the date when the customer was not satisfied with the work performed or the software. If the customer does not act within this time period, the right to claim liability expires.

## **Article 20. Confidentiality**

- 20.1. Both parties are required to keep secret any confidential information they obtained from each other or from another source during the course of the fulfillment of the contract. Information is deemed confidential if the receiving party is notified by the providing party, or if it is obvious by the nature of the information. The party receiving the confidential information shall only use it for the purpose for which it was provided.

## **Article 21. Data Management and Security Policy**

- 21.1. Whalen Enterprises collects, stores, and processes anonymized data collected from its services. This data contains information related to the performance and usage of both the service, and computers, networks, software, and systems operated by the customer and third parties and monitored by our service. Whalen Enterprises retains the ownership of this data.
- 21.2. Unless it receives the customer's prior written consent, and with the exception of the data described in article 21.1, Whalen Enterprises:
  - a. will not access or use data in electronic form collected through the service from the customer, the customer's customers, or other third parties, or collected or accessible directly from the customer, (collectively, "Service Data") other than as necessary to facilitate the service; and,
  - b. will not give any third party access to Service Data. Notwithstanding the foregoing, Whalen Enterprises may disclose Service Data as required by applicable law or by

proper legal or governmental authority. Whalen Enterprises will give the customer prompt notice of any such legal or governmental demand and reasonably cooperate with the customer in any effort to seek a protective order or otherwise to contest such required disclosure, at the customer's expense.

- 21.3. The customer possesses and retains all right, title, and interest in and to Service Data, and Whalen Enterprises' use and possession thereof is solely as the customer's agent. The customer may access and copy any Service Data in Whalen Enterprises' possession at any time, through a media of communication agreed upon between Whalen Enterprises and the customer. Whalen Enterprises will facilitate such access and copying promptly after the customer's request.
- 21.4. Whalen Enterprises will retain any Service Data in its possession until Erased (as defined below). Whalen Enterprises will Erase:
- a. any or all copies of Service Data promptly after the customer's written request; and
  - b. all copies of Service Data no sooner than 30 business days after termination of the contract and no later than 90 business days after such termination. Notwithstanding the foregoing, the customer may at any time instruct Whalen Enterprises to retain and not to Erase or otherwise delete Service Data, provided the customer may not require retention of Service Data for more than 90 business days after termination of the contract. Promptly after Erasure, Whalen Enterprises will certify such Erasure in writing to the customer. ("Erase" and "Erasure" refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.)
- 21.5. Whalen Enterprises will not allow any of its employees to access Service Data, except to the extent that an employee needs access in order to facilitate the service and executes a written agreement with Whalen Enterprises agreeing to comply with Whalen Enterprises' obligations set forth in these terms and conditions. Whalen Enterprises will perform a background check on any individual it gives access to Service Data. Such background check will include, without limitation, a review of the individual's criminal history, if any. Whalen Enterprises will not grant access to Service Data if the background check or other information in Whalen Enterprises' possession would lead a reasonable person to suspect that the individual has committed identity theft or otherwise misused third party data or that the individual presents a threat to the security of Service Data.
- 21.6. Whalen Enterprises will promptly notify the customer of any actual or potential exposure or misappropriation of Service Data (any "Leak") that comes to Whalen Enterprises' attention. Whalen Enterprises will cooperate with the customer and with law enforcement authorities in investigating any such Leak, at Whalen Enterprises' expense. Whalen Enterprises will likewise cooperate with the customer and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at Whalen Enterprises' expense, except to the extent that the Leak was caused by the customer, or any third party supplier employed by Whalen Enterprises for the fulfillment of the contract.
- 21.7. Whalen Enterprises agrees that violation of the provisions of this policy might cause the customer irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the customer will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

#### **Article 22. Changes To These Terms and Conditions**

- 22.1. Whalen Enterprises reserves the right to change these terms and conditions at any time by posting a new version on its website and sending the customer a written notice thereof (via e-mail or other means). The new version of the terms and conditions will become effective on the date of such notice for new customers, and at the moment a contract is renewed or a new contract is signed for existing customers.

#### **Article 23. Governing Law and Jurisdiction**

- 23.1. The legal relationship between the parties is governed by Dutch law.
- 23.2. All disputes related to contracts between the customer and Whalen Enterprises will be submitted to the competent court in the district where the statutory headquarters of Whalen Enterprises is located.



