## Pretty Nice Webshops:

# Terms and Conditions

Terms and Conditions & Provision of Services by pretty Nice Webshops

## Article 1. Definitions

1. pNW: the company 'pretty Nice Webshops' which is established and has its registered office in Dordrecht
2. Client: the natural or legal person with whom the agreement for the supply of products and services by pNW has been entered into.
3. Terms and Conditions: the entirety of the provisions set out below.
4. Agreement: any mutual acceptance, confirmed in writing or by email, of the supply of one or more products or services by pNW
5. pNW products and services: the products and services to be operated by pNW whereby information made available by the client can be consulted electronically and through which electronic messages can be exchanged between users; this includes, amongst other things, the production, hosting and rental of websites, the rental and registration of a domain, the promotion of a website and all other supplementary and supporting products and services.
6. Quotation: any offer made by pNW to the client, aimed at the provision in any manner of goods, services, products or a combination thereof by pNW to the client.

## Article 2. Applicability

1. The General Terms and Conditions of the client or third parties are not binding on pNW and do not apply.
2. In the event of any conflict, pNW's General Terms and Conditions shall take precedence, even if otherwise stipulated.

## Article 3. Quotations

1. All quotations provided by pNW – in whatever form – are non-binding, unless the contrary has been expressly stated. They are provided at the client's request.
2. All quotations and offers are valid for 30 days from the date stated on the quotation, unless otherwise stated.

## Article 4. Commencement of the agreement

1. An agreement is concluded at the moment the client has completed, signed and sent a quotation by email or post, and pNW has confirmed receipt and acceptance of the quotation to the client in writing or by email.
2. Additions and amendments to the agreement may only be made in writing.
3. Delivery times provided by pNW are given for information purposes only and are therefore not binding, unless this has been expressly agreed. Delays in the execution of the order shall under no circumstances give rise to compensation or termination of the agreement.
4. A composite quotation does not oblige pNW to carry out part of the order for a corresponding portion of the quoted price.

# Article 5. Duration and termination

1. If it has been agreed that the agreement will be performed in phases, pNW may suspend the performance of those parts belonging to a subsequent phase until the client has approved the results of the preceding phase in writing.
2. pNW shall be entitled to terminate the agreement with immediate effect, without notice of default or judicial intervention, if:
    1. The client has been declared bankrupt, has applied for or been granted a moratorium on payments, or has otherwise lost the free disposal of its assets.
    2. The client makes improper use of the products and services provided.
    3. The client disseminates information that contravenes national or international legislation and regulations.
    4. The client disseminates information that contravenes generally accepted standards and values.
    5. The client disseminates information that is discriminatory on the grounds of appearance, race, religion, gender, culture, origin or that may otherwise be considered offensive.

    In such cases, the client shall not be entitled to any compensation.
3. The services offered by pNW may only be used for purposes that do not contravene the law, public decency, public order, netiquette, the agreement and these general terms and conditions. This includes, but is not limited to, the following acts and conduct:
    1. spamming;
    2. infringing copyright-protected works or otherwise acting in breach of the intellectual property rights of third parties;
    3. distributing child pornography;
    4. distributing warez and MP3 files;
    5. expressing racist slogans;
    6. inciting unrest;
    7. unauthorised access to other computers on the Internet (= hacking), whereby the client breaches any security measures and/or gains access through technical intervention using false signals or a false key, or by assuming a false identity.

    If the above acts and conduct are carried out by the client, pNW shall be entitled to terminate the agreement with immediate effect and without judicial intervention, without the client thereby acquiring any right to compensation.
4. pNW may terminate an agreement immediately and without judicial intervention, in whole or in part, if the client fails to fulfil any obligation towards pNW. All claims that pNW has against the client at the time of termination shall become immediately due and payable from the moment of termination, without prejudice to pNW's right to claim damages.
5. In the event of the cessation of business activities, pNW is entitled to unilaterally terminate all agreements at the end of the contract term applicable at that time. However, this termination must be notified to the client two months prior to the end of the contract term if the cessation is not caused by force majeure.

# Article 6. Additional work

1. If, during the performance of the agreement, it transpires that it is necessary for the proper performance of the agreement to amend or supplement the work to be carried out, the parties shall amend the agreement accordingly in a timely manner and by mutual agreement.
2. If the parties agree that the agreement is to be amended or supplemented, this may affect the date of completion of the performance. pNW shall inform the client of this as soon as possible.

# Article 7. Delivery period

1. Any timeframe specified by pNW for the completion of the assignment is indicative, unless the nature or content of the agreement indicates otherwise.
2. The website will be launched as soon as possible after the agreement has been concluded and the data and promotional material have been supplied, or at a later date to be agreed.
3. If a deadline has been agreed for the completion of certain work, this shall never be a strict deadline. Should the delivery deadline be exceeded, the client must therefore give pNW written notice of default and set pNW a reasonable period in which to fulfil its obligations.
4. The delivery period specified by pNW shall only commence once all necessary information and items are in its possession.
5. When applying for and registering a domain, a processing time of several days must be taken into account.

# Article 8. Force majeure

1. Neither party shall be obliged to fulfill any obligation if it is prevented from doing so as a result of force majeure. Force majeure shall in any event be understood to mean: war (or threat of war), riots, strikes, acts of war, fire, water damage, flooding, atmospheric conditions, prolonged power cuts, modifications or maintenance to the telecommunications network and/or electricity networks of third parties, cable breaks, disruptions to communication links including telecommunications links, or the inability or refusal to perform on the part of suppliers on whom pNW relies in the performance of its work.
2. If a force majeure situation has lasted for more than 60 (sixty) days, the parties shall be entitled to terminate the agreement in writing. The client shall in any event remain liable for the fee for the month in which the agreement was terminated.

# Article 9. Domain name applications

1. The rules and procedures of the authorities responsible for the issuance of domain names, including but not limited to Stichting Internet Domeinregistratie Nederland, also apply to the application for and use of a domain name.
2. The body responsible for issuing domain names decides on the final granting of the domain name. pNW plays only a mediating role in this procedure and does not guarantee that an application will be approved.
3. Registration of the domain name takes place in the name of the client. The client is fully responsible for the use of the domain and the domain name. The client indemnifies pNW against any claims by third parties in connection with the registration and use of the domain name.

# Article 10. Prices and fees

1. All rates are exclusive of VAT and any other government-imposed levies.
2. The fee payable by the Client is based on the rate stated in the agreement. pNW reserves the right to amend rates during the term of the agreement and shall notify the Client of this thirty (30) days' notice. If the Client does not wish to accept a rate change, they have the right to terminate the agreement to which the rate change relates in writing within seven days of the notification referred to in this article. The termination must be effected by registered letter.
3. The parties may agree on a fixed fee upon the conclusion of the agreement; the fixed fee is exclusive of value added tax (VAT).
4. If no fixed fee is agreed, the fee shall be determined on the basis of actual hours worked. The fee shall be calculated in accordance with pNW's standard hourly rates applicable

during the period in which the work is carried out, unless a different hourly rate has been agreed.

# Article 11. Terms of payment

1. The client's payment obligation commences on the day the agreement is concluded. The payment relates to the period commencing on the day pNW's products and services are actually made available.
2. Payment must be made within 21 days of the invoice date, in the manner specified by pNW and in the currency in which the invoice is issued. The date of payment is the date on which the amount due is received by pNW.
3. For assignments lasting longer than 2 months, pNW will invoice its fees on a monthly basis for work performed and costs incurred in connection with the performance of the assignment.
4. The remuneration payable under the agreement is exclusive of VAT and any other levies arising from statutory provisions. The client is also liable for the fees arising from these terms and conditions.
5. If the Client fails to pay the amounts due within the agreed period, the Client shall, without any notice of default being required, be in default and shall owe statutory interest on the outstanding amount. Interest on the amount due shall be calculated from the moment the Client is in default until the moment the full amount has been paid.
6. If, following a notice of default, the Client remains in default of payment of the claim, the claim may be referred to a debt collection agency. In that case, in addition to the total amount due, the Client shall also be liable for full reimbursement of the extrajudicial and judicial collection costs, including all costs charged by external experts in addition to the costs determined by the court, relating to the collection of this claim or the exercise of legal rights in any other way, the amount of which is set at a minimum of fifteen per cent (15%) of the total amount.
7. If the client considers that the costs charged are incorrect, the client may notify pNW of their objections within two weeks of the invoice date. Upon receipt of the objection, pNW will investigate the accuracy of the invoice amount.
8. The client shall be in default from the moment at which the remuneration due cannot be collected or has not been paid to pNW due to the client's actions.
9. If amounts due cannot be collected or are not received due to the Client's actions, pNW shall charge default interest equal to the statutory interest rate, which shall be payable from the moment the Client is in default until the moment of collection.

# Article 12. Suspension

1. In the event of failure to fulfil one or more of its obligations correctly or on time, the Client shall, without prior notice of default, and without this giving rise to any liability on the part of pNW, be in default, as a result of which pNW's obligations to fulfil its own obligations shall be automatically and immediately suspended until the Client has paid the full amount owed, including payment of any interest and costs (including compensation).

# Article 13. Availability and management of the service

1. pNW shall endeavour, vis-à-vis the Client, to ensure that the availability and usability of the services are as high as possible.
2. pNW shall remedy any malfunctions as quickly as possible (or arrange for them to be remedied). pNW cannot guarantee uninterrupted access to its products and services, nor that the other services provided by pNW can be used at all times.
3. pNW accepts no liability whatsoever for the loss, misplacement or damage of data resulting from the use of the services, including (email) messages sent via the pNW network.

4. The Client will not be able to access the services at times when maintenance and/or repair work needs to be carried out on the services. pNW will endeavour to ensure that this work takes place at times when it causes the least disruption to the Client.
5. With a view to maintaining and/or improving the quality and security of the services, pNW is entitled to make changes to its equipment, software and the manner in which it provides its services.
6. pNW accepts no liability whatsoever arising from the suspension of services as set out in paragraph 4 of this article.

# Article 14. Liability

1. pNW shall endeavour to provide the agreed services to the best of its knowledge and ability in accordance with the requirements of good professional practice, in accordance with what may be expected within the scope of the task assigned to pNW.
2. pNW is dependent in its activities on the cooperation, services and supplies of third parties, over which pNW has little or no influence. pNW cannot therefore be held liable in any way for any damage whatsoever arising from the relationship with pNW or the termination thereof, regardless of whether the damage arises or becomes apparent during the relationship with pNW
3. In the event of a culpable failure to perform the agreement, pNW shall only be liable for compensatory damages, i.e. compensation for the value of the performance that has not been rendered. Any liability on the part of pNW for any other form of damage is excluded, including additional compensation in any form whatsoever, compensation for indirect damage or consequential damage, or damage due to loss of turnover or profit.
4. The Client indemnifies pNW against all claims from third parties.
5. pNW cannot be held liable for damage of any kind caused by the transmission of confidential or secret information. pNW is not liable for the security of, or misuse by third parties of, data that is sent or received.
6. The client must notify pNW in writing of any changes to the client's details. If the client fails to do so, the client shall be liable for any damage suffered by pNW as a result.

# Article 15. Intellectual property rights

1. All intellectual property rights to all software, equipment or other materials developed or made available under the Agreement, such as analyses, designs, documentation, reports, quotations, as well as preparatory material relating thereto, are vested exclusively in pNW or its licensors.
2. The Client shall only acquire a non-exclusive and non-transferable right of use with regard to the Intellectual Property for the duration of the Agreement.
3. The Client shall refrain from reproducing and/or publishing and/or distributing the software and the associated other materials. The Client is not permitted to remove or alter any indication regarding copyright, trademarks, trade names or other intellectual property rights from the software, equipment or materials, including indications regarding the confidential nature and confidentiality of the software.
4. pNW is permitted to take technical measures to protect the Software. If pNW has secured the Software by means of technical protection, the Client is not permitted to remove or circumvent this protection.
5. Notwithstanding the above, the Parties may agree in a separate Agreement that pNW shall transfer the Intellectual Property. This transfer shall take place on condition that the Client has paid all invoices relating to the results in question.

# Article 16. Attribution

1. pNW shall be free, whilst taking into account the Client's interests, to use the products developed for the Client for its own publicity or promotional purposes.

2. Websites and/or web applications developed and delivered by pNW may be provided by pNW with a hyperlink (link) to its own website and a source reference.

# Article 17. Complaints

1. For a period of two (2) weeks following delivery, pNW shall, to the best of its ability, rectify any technical defects in the website and/or web application free of charge, provided that these have been reported to pNW in writing by the client within that period, with a detailed description. pNW may charge its standard rates and costs in the event of user errors, improper use or other causes not attributable to pNW.
2. pNW is not obliged to rectify defects in the website and/or web application if these are caused by the Client itself, by third parties or by changed circumstances of which pNW was not aware or should not have been aware at the time the agreement was concluded.
3. The obligation referred to in this article shall lapse if the Client makes or causes changes to be made to the software and source codes without pNW's consent, as well as if the Client attempts to rectify a defect in any way without pNW's written consent.
4. Making a complaint does not suspend the Client's obligation to fulfil its obligations.

# Article 18. Transfer of rights and obligations

1. The Client may not transfer the rights and obligations arising from an Agreement and/or these General Terms and Conditions to third parties without pNW's consent.

# Article 19. Dispute resolution and applicable law

1. If any provision of these General Terms and Conditions is annulled, declared null and void or denied validity by a court of law, this shall not affect the other provisions of these General Terms and Conditions. In such a case, the Client and pNW shall consult to agree on new provisions that align as closely as possible with the purpose and intent of the void, annulled or invalidated provision.
2. These General Terms and Conditions and all Agreements, Quotations and other documents falling under them are governed by Dutch law.