



General Terms and Conditions

Service Joww Digitale Thuis

Version: August 2024

Organisation

Joww Digitale Thuis provides customised websites and social media campaigns for foundations. Joww Digitale Thuis ultimate responsibility for all activities under this name.

Contact details:

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Chamber of Commerce: 94420327

Article 1: Definitions

1. In these terms and conditions the following definitions shall apply: Joww Digitale Thuis registered in the trade register under no; 94420327, user of these general terms and conditions.

- Customer: the other party using the services of Joww Digitale Thuis;
- Parties: Customer and Joww Digitale Thuis;
- Partial agreement: written record of a contract of assignment to which the provisions of a framework agreement apply;
- Framework agreement: an agreement between the parties setting out the terms and conditions applicable to a sub-agreement.

Article 2: Applicability/scope

1. These general terms and conditions apply to every offer and quotation of Joww Digitale Thuis and to every agreement between the Parties.
2. Deviations from these general terms and conditions shall only be valid if expressly agreed in writing.
3. The applicability of general terms and conditions of the Client is expressly rejected.
4. The provisions of articles 1 to 11 apply between Joww Digitale Thuis and Customer, regardless of the form of service agreed upon. Article 12 relates to amendments.



Article 3: Conclusion of the agreement

1. Offers and quotations by Jouw Digitale Thuis are based on the information provided by the Customer. The Customer guarantees, to the best of its knowledge, to have provided all necessary essential information.
2. Offers and quotations from Jouw Digitale Thuis are valid for 21 days unless otherwise indicated.
3. The agreement is established at the moment it is recorded in writing and signed by the parties, or the agreements are confirmed in writing by Jouw Digitale Thuis to the Customer and accepted by the Customer.
4. In the absence of written records as stipulated in section 3, an agreement shall also be established if Jouw Digitale Thuis has commenced work with the consent of the Customer. In that case the offer or quotation of Jouw Digitale Thuis shall determine the content of the agreement.
5. The agreement is entered into for an indefinite period of time unless it follows from the content, nature or scope of the granted assignment that it is entered into for a definite period of time or the parties expressly agree otherwise in writing.

Article 4: End of the agreement

1. If the (partial) agreement has been entered into for an indefinite period of time, then each of the parties is entitled to terminate the agreement subject to 3 months' notice, unless otherwise agreed.
2. If the (partial) agreement has been entered into for a definite period, it shall end on the expiry date. If the (partial) agreement is tacitly renewed then it is deemed to have been entered into for an indefinite period.
3. If the (partial) agreement is entered into for the duration of a project or assignment, it shall terminate by operation of law on the date that the project has ended or the assignment has been completed.
4. Termination of the agreement, for whatever reason, does not relieve the parties from ongoing obligations under the agreement. After termination of the agreement, the provisions which, by their nature, have an after-effect shall remain valid.
5. This article is without prejudice to the right of rescission under the law.

Article 5: Confidentiality, privacy

1. Each of the parties is obliged to keep confidential all information received from the other party before and after entering into the agreement, which can reasonably be assumed to be of a confidential nature. Information will in any case be considered confidential if it is designated as such by either party.
2. Jouw Digitale Thuis shall treat in confidence any personal data which comes into its possession within the framework of an agreement. Processing of personal data shall take place in accordance with applicable laws and regulations in the area of Personal Data protection, including the General Data Protection Regulation (GDPR). Jouw Digitale Thuis is bound by its own Privacy Statement, which can be viewed and downloaded at www.jouwdigitalethuis.nl.
3. If and insofar as Jouw Digitale Thuis must be regarded as a Processor of personal data on behalf of the Customer as the Processor Responsible, both within the meaning of the GDPR, then the parties must enter into a Processor Agreement. Parties can use the model Processor Agreement of Jouw Digitale Thuis in this respect.



Article 6: Liability

1. Jouw Digitale Thuis shall perform the agreed assignment(s) to the best of its ability and in a manner consistent with professional standards and in compliance with applicable laws and regulations.
2. Jouw Digitale Thuis is only liable for damage as a result of attributable shortcomings in the execution of the order, insofar as Jouw Digitale Thuis is in default and the shortcomings are the result of not observing the care, expertise and craftsmanship which may be relied upon in the context of the order.
3. The Customer shall provide Jouw Digitale Thuis with the information required for the execution of the order. Jouw Digitale Thuis shall not be liable for damage caused by incomplete or incorrect information.
4. Liability of Jouw Digitale Thuis for indirect damage, including consequential damage, lost profit, missed savings, damage due to business stagnation, is excluded.
5. The liability of Jouw Digitale Thuis is limited to the amount (excluding VAT) invoiced by Jouw Digitale Thuis to the counterparty in the last three months prior to the liability arising.
6. Any claims for compensation for damage must be made within 2 months of the discovery of the damage, failing which the client has processed his rights in this respect.

Article 7: Force majeure

1. If the parties cannot fulfil the obligations under the agreement, or cannot fulfil them on time or properly, as a result of force majeure within the meaning of Article 6:75 of the Dutch Civil Code, those obligations shall be suspended until the parties are still able to fulfil them in the agreed manner.
2. In case the situation referred to in the first paragraph occurs, the parties have the right to terminate the agreement in full or in part and with immediate effect in writing, otherwise without any right to compensation.

Article 8: Prices and rates

1. The prices and/or rates shall apply as agreed between the parties. If no prices and/or rates have been agreed, then the prices and/or rates as stated in Jouw Digitale Thuis's quotation shall apply. If no offer has been made either, then the prices and/or rates normally employed by Jouw Digitale Thuis shall apply.
2. Prices and amounts charged by Jouw Digitale Thuis are exclusive of VAT unless otherwise stated.
3. Jouw Digitale Thuis is entitled to adjust prices and/or rates. This shall have no consequences for current Assignments with a remaining term of less than 3 months. If the adjustment concerns an increase of more than 10%, the Customer is entitled to terminate the agreement within 30 days after written notification of the increase by the date the increase will take effect.
4. In addition to the fee, expenses incurred by Jouw Digitale Thuis within the framework of the Assignment and invoices from third parties engaged by Jouw Digitale Thuis within the framework of the Assignment shall be charged to the Client.
5. Jouw Digitale Thuis is entitled to request an advance payment from the Customer.



Article 9: Invoices and payment

1. Unless otherwise agreed, Joww Digitale Thuis shall send the Customer a monthly invoice in arrears or immediately upon completion of an assignment, specifying the work performed in that month.
2. Invoices must be paid within 14 days of the invoice date unless expressly agreed otherwise. Objections to the content or amount of invoices do not suspend the payment obligation.
3. In the event of late payment the Customer shall be in default without notice of default and Joww Digitale Thuis shall be entitled to charge statutory interest and extrajudicial costs.
4. If an invoice is not paid within the payment term, Joww Digitale Thuis is entitled, after notifying the Customer, to suspend the execution or further execution of the agreement.
5. Joww Digitale Thuis is always entitled to demand that the Customer provides sufficient security for the fulfilment of his payment or future payment obligation(s). Joww Digitale Thuis is entitled to suspend the execution or further execution of the agreement until the requested security has been provided. 6. Joww Digitale Thuis shall not be liable for damage resulting from suspension according to paragraphs 4 or 5.

Article 10: Intellectual Property

1. The execution of the Order by Joww Digitale Thuis does not imply the transfer of intellectual property rights vested in Joww Digitale Thuis. All intellectual property rights created during, or resulting from, the execution of the Assignment belong to Joww Digitale Thuis.
2. The Customer is explicitly forbidden to duplicate, disclose or exploit the products containing intellectual property rights of Joww Digitale Thuis or products containing intellectual property rights concerning the use of which Joww Digitale Thuis has acquired user rights – which in this connection shall in any case, but not exclusively, include: computer programs, system designs, working methods, advice, (model) contracts, templates, macros and other mental products.
3. The Customer shall not be permitted to make the products mentioned in the second paragraph available to third parties without the prior written consent of Joww Digitale Thuis.

Article 11: Applicable law

These general terms and conditions are governed by Dutch law.

Article 12: Amendments to General Terms & Conditions & Privacy Statement

Joww Digitale Thuis has the right to change the General Terms and Conditions and Privacy Statement at any time, provided that Customers and/or Participants of ongoing services are notified. They may terminate agreements if they do not agree with the changes. It is sufficient for visitors to the website to implement the changes on the website.