

Moonly Software B.V.

General Terms and Conditions

The private limited company Moonly Software B.V., registered at the Chamber of Commerce under number 77777743, is located at Fabrieksweg 32A, 5683 PP Best, the Netherlands.

Article 1 Definitions

1. In these general conditions, the following terms are used in the following meanings unless explicitly indicated otherwise:
2. Offer: every proposal or quotation to the Client for the performance of Services by Moonly Software B.V.
3. Application: the software developed for the Client.
4. Company: the natural or legal person acting in the course of a profession or business.
5. Services: the Services offered by Moonly Software B.V., including the development of Applications and Websites and/or webshops (customized), as well as hosting services.
6. Moonly Software B.V.: the service provider offering Services to the Client.
7. Client: the Royal Company that has appointed Moonly Software B.V., commissioned projects to Moonly Software B.V. for Services, or to whom Moonly Software B.V. has made a proposal based on an Agreement.
8. Agreement: every Agreement and other obligations between the Client and Moonly Software B.V., including proposals for Services that are accepted, approved, and carried out by Moonly Software B.V., which form an inseparable whole with these general conditions.
9. Website: the Website that is or will be created by Moonly Software B.V. at the request of the Client.

Article 2 Applicability

1. These general conditions apply to every Offer from Moonly Software B.V., every Agreement between Moonly Software B.V. and the Client, and every Service offered by Moonly Software B.V.
2. Before a (remote) agreement is concluded, the Client will have access to these general conditions. If this is not reasonably possible, Moonly Software B.V. will indicate how the Client can review these conditions.
3. Deviations from these general conditions are not possible unless explicitly agreed in writing with Moonly Software B.V. in exceptional circumstances. The Client's terms and conditions are explicitly not applicable.
4. These general conditions also apply to additional, modified, and follow-up orders from the Client.
5. The terms and conditions of the Client are expressly excluded.

6. If one or more provisions are or become invalid, the remaining provisions remain in full force, and the voided or invalid provisions will be replaced by provisions with the same legal and economic purpose.
7. Uncertainties about the content, interpretation, or situations not regulated in these general conditions will be assessed and interpreted in accordance with the spirit of these conditions. The provisions in the Agreement override these general conditions.
8. The applicability of articles 7:404 and 7:407 sub 2 of the Dutch Civil Code is explicitly excluded.
9. Rights and obligations from the Agreement cannot be transferred by the Client to a third party unless Moonly Software B.V. explicitly and beforehand grants permission. Moonly Software B.V. may impose additional conditions.
10. References to “she/her” also include “he/him” where applicable.
11. If Moonly Software B.V. does not require strict compliance with these conditions on one or more occasions, it does not mean that the provisions are waived and the Company retains the right to demand compliance in future cases.

Article 3 The Offer

1. All offers made by Moonly Software B.V. are non-binding unless explicitly stated otherwise in writing. If the Offer is limited or subject to specific conditions, this will be clearly stated.
2. Moonly Software B.V. is only bound by an Offer if the acceptance is confirmed in writing within 60 days. Moonly Software B.V. reserves the right to refuse a contract without stating reasons.
3. The Offer includes a description of the offered Services, detailed enough for the Client to assess the proposal. Obvious mistakes or errors in the Offer do not bind Moonly Software B.V. Visuals, images, or data in the Offer are indicative only and do not provide grounds for damages or rescission. Offers are based on data provided by the Client; they expire if the data is incorrect or incomplete.
4. Offers or quotations do not automatically apply to follow-up or subsequent orders.
5. Delivery times and periods are indicative. Exceeding them does not entitle the Client to terminate the agreement or claim damages unless explicitly agreed otherwise.

Article 4 Conclusion of the Agreement

1. The Agreement is concluded when the Client accepts an Offer or Agreement from Moonly Software B.V. by returning a signed copy (scanned or original) or giving explicit and unambiguous approval by email.
2. Moonly Software B.V. is not bound if the Client had reason to understand that the Offer contained an obvious mistake or typo.

3. Every Agreement entered into with Moonly Software B.V. or project assigned to Moonly Software B.V. remains with the Company and not with an individual involved in the Company.
4. If the Client cancels an already confirmed Agreement, costs already incurred (including time) will be charged.
5. The right of withdrawal is excluded unless otherwise agreed.
6. If the Agreement is entered into by multiple Clients, each is jointly and severally liable for fulfilling all obligations.

Article 5 Duration of the Agreement

1. The Agreement is entered into for a fixed term unless the nature, content, or scope of the assignment dictates that it is established for an indefinite period. The duration of the assignment is also dependent on external factors, including but not limited to the quality and timely delivery of information obtained by Moonly Software B.V. from the Client.
2. Both the Client and Moonly Software B.V. may terminate the Agreement based on a attributable failure to fulfill the obligations of the Agreement if the other party has been formally notified in writing of the default and has been given a reasonable period to remediate its obligations, and if the party in default fails to do so. This also includes the Client's payment and cooperation obligations.
3. The termination of the Agreement does not affect the Client's payment obligations if Moonly Software B.V. has performed work or delivered services at the time of termination.
4. Parties may terminate the Agreement by registered letter with a notice period of three months. If the Agreement has lasted less than three months, it can be terminated with a notice period of one month.
5. In the event of early termination of the Agreement, the Client is liable for the actual costs incurred by Moonly Software B.V. up to that point, based on the applicable hourly rate. The (hourly) registration of Moonly Software B.V. is decisive in this respect.
6. Both the Client and Moonly Software B.V. may terminate the Agreement, in whole or in part, immediately and in writing without any prior notice of default, if one of the Parties is granted suspension of payments, if bankruptcy has been filed for, or if the relevant company ends through liquidation or another means, other than merger or reorganization. If such a situation occurs, Moonly Software B.V. is under no obligation to refund any amounts already received or to pay damages.
7. All post-contractual obligations under these terms and the Agreement that by their nature are intended to continue after the termination of the Agreement shall remain in effect after termination. This particularly concerns provisions regarding confidentiality, intellectual property rights, liability, dispute resolution, and choice of law.

Article 6 Performance of the Agreement

1. Moonly Software B.V. will endeavor to execute the Agreement with the greatest possible care, as may be expected of a diligent contractor. All Services are performed on a best-efforts basis, unless a result has been explicitly and specifically agreed in writing.
2. In performing the Services, Moonly Software B.V. is not obliged to follow Client's instructions if they would alter the content or scope of the agreed Services. If such instructions result in additional work for Moonly Software B.V., the Client must compensate for the extra or additional costs.
3. Moonly Software B.V. is entitled to engage third parties for the performance of the Services at its own discretion.
4. If, pursuant to a request or order from a government authority or due to any legal obligation, Moonly Software B.V. performs work relating to Client data, the related costs are solely for the Client.
5. In case of changes, Moonly Software B.V. may continue the Service provision with the altered version of the software. Moonly Software B.V. is never required to maintain, modify, or add certain features and/or specific properties.
6. The source code and technical documentation of the Application and/or Website are always excluded from the right of use or subject to transfer to the Client, unless otherwise agreed upon.
7. Both the Client and Moonly Software B.V. may make changes to the scope and/or content of the Services. The additional costs associated with these changes are at the expense of the Client. The Client will be informed as soon as possible. If the Client disagrees, the parties should consult. The Client may only terminate the Agreement in writing as of the date the change takes effect, unless the change is due to changes in relevant laws or regulations or Moonly Software B.V. assumes the cost of the change.
8. Moonly Software B.V. is not required to provide the Client with a physical carrier with the software.
9. If Moonly Software B.V., according to the Agreement, also makes backups of the Client's data, these will be made and kept at agreed fixed moments in accordance with the agreed terms. However, the Client is responsible for complying with any legal retention and administrative obligations.
10. Moonly Software B.V. is entitled, but never obliged, to verify the accuracy, completeness, or consistency of the materials, requirements, or specifications provided to it, and may suspend agreed work until the Client remedies any deficiencies found.
11. Unless otherwise agreed, Moonly Software B.V. is entitled to use third-party images, software, and components, including stock photos and open source software, in development,

configuration, or adaptation of the Design. The Client indemnifies Moonly Software B.V. from third-party claims relating to the aforementioned use.

12. Moonly Software B.V. will retain the source files of designs as long as it is providing Services to the Client, or it is reasonably likely to do so. After this period, Moonly Software B.V. is entitled to delete the source files. If the Client issues follow-up assignments after this period, Moonly Software B.V. is entitled to charge costs for redevelopment, repair, or retrieval of these files.

Article 7 Obligations of the Client

1. The Client is required to provide all information requested by Moonly Software B.V., as well as relevant attachments and related information and data, in a timely manner and/or before the start of the work and in the desired format, for the correct and efficient execution of the Agreement. If the Client fails to do so, it may result in Moonly Software B.V. not being able to provide complete execution and/or delivery of the relevant work. The consequences of such a situation are always at the expense and risk of the Client.
2. Moonly Software B.V. is not obliged to check the accuracy and/or completeness of the information provided to it or to update the Client regarding information that has changed in the meantime, nor is Moonly Software B.V. responsible for the accuracy and completeness of information compiled by Moonly Software B.V. for third parties and/or provided to third parties as part of the Agreement.
3. If necessary for the performance of the Agreement, Moonly Software B.V. may request additional information. If the information is not provided, Moonly Software B.V. is entitled to suspend its work until the information is received, without being liable for any damage arising from any cause whatsoever towards the Client. In case of changed circumstances, the Client must notify Moonly Software B.V. immediately, or at the latest within 5 working days of the change becoming known.
4. The Client is obliged to protect all technical security and other facilities of Moonly Software B.V.'s Website and to respect the intellectual property rights resting on the Website.
5. The Client must ensure suitable equipment and a suitable working environment.

Article 8 Development of Application and/or Website

1. Moonly Software B.V. may draw up advice, a plan of approach, planning, and/or reports for the provision of the service. The content thereof is not binding and is purely advisory; however, Moonly Software B.V. will observe its duty of care. The Client decides independently whether to follow the advice.

2. The Client is required to provide all necessary information completely, accurately, and in the desired format for the development of the Application (including but not limited to data files, software, documentation, advice, reports, analyses, and designs). The term "Application" also includes the Website, where applicable.
3. The parties will record in writing all features, functionalities, properties, and more of the Application to be developed. The Application will be developed solely on the basis of these written agreements. If the agreements are too brief to meet the Client's wishes, the parties must consult and amend the agreements or Agreement accordingly.
4. Moonly Software B.V. is at all times entitled to request the Client's approval before delivering any work developed or transferring any associated user license.
5. The Client obtains a non-exclusive, non-transferable, and non-sublicensable right to use the Application from the moment the Client has fulfilled all its (payment) obligations, unless parties have explicitly and in writing agreed otherwise. The source files are explicitly excluded from the use of the Client. Unless explicitly and in writing agreed otherwise, source files will not be delivered to the Client.
6. The Application developed by Moonly Software B.V. is considered delivered when the Client has signed or explicitly approved the Application within a maximum period of 7 calendar days, unless a longer period has been agreed. During this period, the Client may verify the written agreements. After this period passes without response, the Client shall be deemed to have approved the Application. Any remedial work after this period will be counted as additional costs.
7. The nature of the service means that the outcome depends partly on external factors that may influence development, such as the quality, accuracy, and timely delivery of necessary information and data from the Client and/or their staff. The Client is responsible for the quality, accuracy, and timely delivery of all required data and information.

Article 9 Delivery

1. If the start, progress, or (delivery) of the Services is delayed because, for example, the Client has not supplied all requested information (in time), fails to cooperate sufficiently, advance payment has not been received by Moonly Software B.V., or due to any other circumstance at the expense and risk of the Client, Moonly Software B.V. is entitled to a reasonable extension of the (delivery) period. Under no circumstances are the stated periods considered firm deadlines, nor can Moonly Software B.V. be held liable for exceeding the agreed period.
2. Any damage and additional costs resulting from delays for reasons mentioned in item 1 are at the expense and risk of the Client and will be charged by Moonly Software B.V.

3. If the Client must give approval, Moonly Software B.V. is entitled to suspend performance of the Agreement until the Client has granted its approval.
4. Moonly Software B.V. will endeavor to realize the service provision within the agreed period, to the extent that it can reasonably be expected. In case of urgency, the Client is required to pay the additional costs involved to Moonly Software B.V.
5. Moonly Software B.V. will strive to provide the Service as much as possible according to the Offer.
6. Moonly Software B.V. is entitled to sign all its designed and/or developed results or have its name mentioned. Moonly Software B.V. also has the right to use all its designs, drafts, and all items with intellectual property rights, for its own promotion and/or publicity without (prior) express permission from the Client.
7. After delivery, the Client is responsible for proper compliance with relevant third-party licenses when using the developed design. Moonly Software B.V. will adequately inform the Client about the applicable license terms.

Article 10 Transfer of Risk

The risk of theft, loss, embezzlement, or damage of data, documents, software, databases, and/or items used, created, or delivered in the scope of the Agreement transfers to the Client the moment these are in the actual possession of the Client, or at the moment the website is first put into use by the Client. If and insofar as any damage arises for the Client at that moment, Moonly Software B.V. is obliged to deliver a replacement Application and/or Website at cost price for the information carriers. Reinstallation and/or implementation shall be carried out at the agreed rate unless agreed otherwise.

Article 11 Warranties

1. Moonly Software B.V. carries out the Services according to the standards applicable in the industry. Any warranty given is limited to what has been expressly agreed in writing. During the warranty period, Moonly Software B.V. ensures a sound and customary quality of the (delivered) product.
2. The Client can only invoke the warranty of Moonly Software B.V. if the Client has fully met all its payment obligations.
3. If the Client rightfully invokes the warranty, Moonly Software B.V. is obliged to perform free repair or replacement. If additional damage occurs, the liability provisions of these general terms and conditions shall apply.
4. Moonly Software B.V. does not guarantee that the Application and/or Website will function without errors and/or interruption. Moonly Software B.V. will endeavor to correct faults in the software within a reasonable period. Correction of faults applies only to what Moonly

Software B.V. itself has developed, and defects must be reported promptly by the Client.

Moonly Software B.V. may postpone correction until a new software version is put into use.

Defects in software not developed by Moonly Software B.V. may be repaired for the Client's account and risk upon agreement.

5. The Client accepts the Application and/or Website "AS IS".
6. The Client must immediately and in detail report any defect to Moonly Software B.V. in writing, in a way that enables Moonly Software B.V. to reproduce and correct the defect. The defect is considered reported when Moonly Software B.V. confirms the notification to the Client.
7. Any advice delivered by Moonly Software B.V., based on incomplete and/or incorrect information provided by the Client, does not constitute grounds for liability of Moonly Software B.V.
8. The content of delivered advice by Moonly Software B.V. is non-binding and only serves as advice. The Client decides independently whether to follow the advice of Moonly Software B.V. All consequences from following the advice are at the Client's risk. The Client may always deviate from the advice without any right to restitution.
9. Correction also includes the provision of temporary solutions. The warranty never covers the restoration of corrupted or lost data. Moonly Software B.V. is not obliged to restore such data. If agreed, Moonly Software B.V. may assist, but is never liable for, nor required to restore, any corrupted or lost data. The Client must take measures at all times to prevent and limit malfunctions, defects, corruption, and/or data loss, whether or not based on information provided by Moonly Software B.V.
10. Moonly Software B.V. is not responsible for faults and/or irregularities in the functionality of the Application and/or Website and is not liable for any unavailability of the Application and/or Website. This also includes unavailability due to unforeseen outages or force majeure.
11. Liability of Moonly Software B.V. for (the functioning of) third-party plug-ins is excluded. Moonly Software B.V. is not liable for damages resulting from changes or work performed on or to the Website of Moonly Software B.V. without express consent from Moonly Software B.V.
12. During the warranty period, the Client may only appeal to this warranty clause; Moonly Software B.V. is not obliged to compensate damages resulting from detected defects during the warranty period.
13. If a defect during the warranty period is not subject to free repair, the Client must pay the associated costs.
14. Moonly Software B.V. does not guarantee that the software, in the context of the SaaS service, will be updated in time due to legislative changes, but will endeavor to do so as timely as possible.

Article 12 Use and Maintenance of Application and/or Website

1. Moonly Software B.V. grants the Client a user license for the agreed upon and developed Application and/or Website for use during the Agreement, within the context of the SaaS service. The right to use the Application and/or Website is non-exclusive, non-transferable, non-pledgeable, non-sublicensable, and limited to these conditions.
2. If agreed, Moonly Software B.V. will perform maintenance on the Application and/or Website. The scope of the maintenance extends to what is explicitly agreed between the parties. Even if not agreed, Moonly Software B.V. may carry out maintenance or interrupt its services if it deems necessary for maintenance. Maintenance may cause interruptions, which do not entitle the Client to compensation.
3. The Client is required to promptly report any defects, errors, or other malfunctions in the Application and/or Website in writing to Moonly Software B.V., after which, in accordance with its standard procedures, Moonly Software B.V. will correct errors or make improvements to the best of its ability. Moonly Software B.V. may first apply temporary solutions and then jointly determine a structural solution with the Client if necessary.
4. The Client is required to cooperate upon first request of Moonly Software B.V.
5. Despite Moonly Software B.V.'s maintenance obligations, the Client remains independently responsible for the management and use of the Application and/or Website.
6. For maintenance purposes, Moonly Software B.V. is authorized to check (data) files for computer attacks, viruses, and unsafe and/or illegal actions, as well as perform other necessary maintenance activities. The Client is also responsible for instructing and use by third parties engaged by the Client.
7. Maintenance, in principle, consists of (i) corrective, (ii) preventive, and (iii) adaptive maintenance. In the event of corrective, preventive, and/or adaptive maintenance, Moonly Software B.V. is authorized to (temporarily) take the SaaS service wholly or partially offline. The Client has no right to any compensation during such interruption. Moonly Software B.V. will, if possible, perform interruptions outside office hours and will not do so longer than necessary.
8. Any agreements regarding a service level (Service Level Agreement) are only valid if explicitly agreed in writing. The Client must always promptly inform Moonly Software B.V. of all circumstances that affect, or could affect, the service level and its availability.
9. Moonly Software B.V. is entitled to make changes to the technology of the data or telecommunications network and other changes to the services offered. These changes may affect the equipment used by the Client, for which Moonly Software B.V. is not liable for any damages.

Article 13 Hosting Services

1. If the agreed service includes the storage and/or transmission of Client-supplied material to third parties in the context of (web) hosting, the following provisions apply. Even if Moonly Software B.V. manages the Client's hosting account and Client access is limited to the website's control panel, Moonly Software B.V. may impose restrictions on the account size.
2. The Client is prohibited from publishing or distributing data via the Application and/or Website contrary to Dutch law and regulations, which in any case includes: data without the right holder's permission, defamatory information, information that is offensive, discriminatory, threatening, racist, incites hate, or contains child or otherwise criminal pornography. Also, information that violates third-party privacy (including stalking), as well as torrents, spam, and hyperlinks to such content on third-party websites.
3. In the event of (possible) criminal activities, Moonly Software B.V. is entitled to report this and provide the information supplied by the Client to the competent authorities, as well as perform any actions requested from it as part of the investigation.
4. Moonly Software B.V. reserves the right to terminate and/or dissolve the Agreement with the Client in the event of abuse as described above and/or possible criminal acts by the Client.
5. The Client must refrain from causing any damage or actions that could reasonably be expected to harm other Clients or servers. If the Client sends spam, is repeatedly warned, and temporarily suspended, Moonly Software B.V. may permanently deny access, without compensation. The Client can then only use email by purchasing an external email service linked by Moonly Software B.V. to the domain or website. The loss of email functionality due to this does not entitle to a price reduction.
6. The Client indemnifies Moonly Software B.V. against all damages as a result of the above. Moonly Software B.V. is not liable for any damage suffered by the Client due to its actions.
7. The Client is prohibited from reselling and/or renting out the service, unless expressly agreed otherwise.
8. Moonly Software B.V. may set a maximum to the amount of storage space the Client may use for the Service. If exceeded, Moonly Software B.V. may charge extra. There is no liability for inability to send, receive, store, or amend data if a storage limit is reached.
9. In the case of excessive data traffic, Moonly Software B.V. may, at its discretion, temporarily take the Client's website offline. This includes DDoS attacks, brute force attacks, server overload, or any other disturbance by the Client to Moonly Software B.V.'s server.
10. In addition to legal obligations, any damage arising from unprofessionalism or failure to comply with the above provisions is for the Client's account and risk.

Article 14 Connectivity

1. Each month, the Client's actual usage will be reviewed. If actual use differs from expected use, the extent of the service may be adjusted. An increase takes effect immediately. A decrease can only apply at the end of the agreed period.
2. Data traffic cannot be carried over to a following month and/or other equipment, unless agreed otherwise.
3. Data traffic means all network traffic generated by the Client, incoming and outgoing. Both in- and outbound traffic is calculated together, including email traffic. Clients must not send mass mailings and/or newsletters via standard email accounts.
4. Moonly Software B.V. may set a monthly maximum on data traffic for the Client. If exceeded, Moonly Software B.V. may charge extra as specified on the Website. It is not liable for any consequences of exceeding the agreed traffic limit.

Article 15 Domain Name Registration

1. Moonly Software B.V. offers domain registration upon the Client's request at the applicable rates. The Client is responsible for being aware of relevant legislation. The Client is aware that domain registration does not equate to trademark registration.
2. Domain name registration, including application, assignment, use, and holding of a domain name, is always subject to the rules of the relevant registration authority. Moonly Software B.V. only has a best-efforts obligation and offers no guarantee regarding assignment. The Client is responsible for submitting the correct domain name and cannot hold Moonly Software B.V. liable for incorrectly registering a domain due to a (typing) error, even if caused by Moonly Software B.V. The Client must verify this and change it if necessary.
3. The Client owes Moonly Software B.V. a fee for the registration, use, and possession of the domain. The Agreement is for an indefinite period but can be canceled monthly; payment must be made yearly in advance.
4. The Client indemnifies Moonly Software B.V. for all third-party claims regarding intellectual property rights and any claims related to the use and holding of the domain name, including claims related to the content of the webshop, where Moonly Software B.V. is the domain holder or administrator. The Client always remains fully responsible and liable for all third-party claims. Moonly Software B.V. will exercise its right of recourse where possible.

Article 16 Notice and Takedown

If and to the extent that there is an infringement of the rights of Moonly Software B.V. or third parties and/or unlawful conduct by the Client, Moonly Software B.V. is entitled to immediately suspend or exclude the part of the SaaS service or the Client. Moonly Software B.V. will immediately remove any

infringing/harmful information. This may limit the Client's use of the SaaS service. Moonly Software B.V. is not liable for any damages resulting from the (temporary) suspension of the service and/or deletion or transmission of the Client's data.

Article 17 Additional Work and Changes

1. If, during the performance of the Agreement, it appears that the Agreement needs adjustment or additional work is required at the Client's request to achieve the intended result, the Client is required to reimburse this additional work at the agreed rate. Moonly Software B.V. is not obliged to comply with such a request and can require a separate Agreement.
2. The Client may make or have changes made to the scope and/or content of the SaaS service. The additional costs will be charged to the Client. If the Client disagrees, parties should consult. The Client may only terminate the Agreement in writing as of the change date, provided it is not due to statutory changes or if Moonly Software B.V. bears the costs.

Article 18 Prices and Payment

1. All prices are exclusive of VAT unless otherwise agreed.
2. Moonly Software B.V. performs its services at the agreed (hourly) rate.
3. The Client must reimburse all third-party costs, which after the Client's approval have been engaged by Moonly Software B.V., in full unless explicitly agreed otherwise.
4. Parties may agree on an advance payment. If so, the total advance must be paid before Moonly Software B.V. will commence work.
5. The Client cannot derive any rights or expectations from a budget provided in advance, unless explicitly agreed otherwise.
6. Moonly Software B.V. is entitled to adjust prices and rates annually in accordance with inflation rates. Other interim price changes are possible only if stated in the Agreement.
7. The Client must pay all costs in one go, without set-off or suspension, within the stated payment term of no later than 30 days after the invoice date to the account and details of Moonly Software B.V.
8. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation, or a request for payment concerning the Client, all payments and obligations under the Agreement become immediately due.

Article 19 Collection Policy

1. All stated payment terms are final deadlines. If the Client fails to pay on time, and does not fulfill their obligation within the stated payment period, the Client (as a business) is legally in default.

2. From the moment of default, Moonly Software B.V. may without further notice claim statutory (commercial) interest from the first day of default until full payment, and compensation for extrajudicial costs according to article 6:96 BW and the decision of July 1, 2012, on compensation for extrajudicial collection costs.
3. If Moonly Software B.V. incurs more or higher costs that are reasonably necessary, these will also be reimbursed. Court and execution costs are borne by the Client.

Article 20 Privacy, Data Processing, and Security

1. Moonly Software B.V. handles all (personal) data of the Client and Clients of the website with care and only uses these data in accordance with the privacy statement. Moonly Software B.V. will inform the Client when asked.
2. The Client is responsible for all data processing conducted using a Service of Moonly Software B.V. The Client also warrants that the data content is not unlawful and does not infringe the rights of third parties. The Client indemnifies Moonly Software B.V. against all (legal) claims related to such data or the Agreement.
3. If Moonly Software B.V. is required to secure information under the Agreement, such security will comply with the agreed specifications and a reasonable standard of security, given the current technology, sensitivity of the data, and associated costs.
4. Both Parties must comply with the General Data Protection Regulation (GDPR) and any other applicable laws. They must sign a data processing agreement.
5. The Client is subject to GDPR obligations toward third parties, including but not limited to providing information, access, correction, and deletion of personal data. The Client is solely and fully responsible for compliance with such obligations. Regarding personal data, Moonly Software B.V. is a "Processor" under the GDPR and will provide support where technically possible.

Article 21 Suspension

1. Moonly Software B.V. has the right to retain any information, databases, software, etc., it has received or created if the Client has not (fully) met its payment obligations, even if it would be obligated to transfer them otherwise.
2. Moonly Software B.V. may suspend its obligations as soon as the Client is in default with respect to any obligation under the Agreement, including late payment. Suspension will be promptly confirmed in writing. Moonly Software B.V. is not liable for any damages resulting from such suspension.

Article 22 Force Majeure

1. Moonly Software B.V. is not liable if, due to force majeure, it cannot fulfill its obligations under the Agreement.
2. Force majeure on the side of Moonly Software B.V. includes, but is not limited to:
 - (i) force majeure of suppliers,
 - (ii) failure by suppliers required or recommended by the Client,
 - (iii) failure of materials, hardware, software, or third-party equipment,
 - (iv) government measures,
 - (v) power failure,
 - (vi) internet/data/telecommunication failures (such as hacking or DDoS attacks),
 - (vii) natural disasters,
 - (viii) war/terrorist attacks,
 - (ix) general transport problems,
 - (x) other situations beyond Moonly Software B.V.'s control that temporarily or permanently prevent performance.
3. If force majeure lasts more than two months, either Party may dissolve the Agreement in writing. Any performance already delivered will be proportionately settled without mutual liability.
4. If, when force majeure arises, Moonly Software B.V. has already partially fulfilled its obligations, it may invoice the Client for the part supplied or deliverable. This does not apply if the partial performance has no independent value.

Article 23 Limitation of Liability

1. In the case of an attributable failure by Moonly Software B.V., it is only liable to pay compensation if the Client has put it in default within 14 days after discovering the breach, and Moonly Software B.V. does not correct the failure within the reasonable period specified in the notice of default. Such notice must be in writing, detailing the issue clearly enough for Moonly Software B.V. to respond adequately.
2. If performance of Services by Moonly Software B.V. leads to liability, such liability is limited to the costs billed in connection with the SaaS service over a period up to 12 months prior to the default, with respect to direct damage only. Direct damage covers: reasonable costs to prevent or limit direct damage, the determination of the cause, the liability, the method of recovery, as well as the costs of emergency measures. Liability is furthermore limited to the amount paid out by its liability insurer.

3. Moonly Software B.V. is not liable for consequential, indirect, or business damage, loss of profits, missed savings, losses, business interruption, damages from the use of its Services, loss of data, late delivery, or missed deadlines or interests.
4. Moonly Software B.V. is not liable for any damage resulting from actions or omissions based on (imperfect and/or incorrect) information found on its or linked websites.
5. Moonly Software B.V. is not responsible for errors and/or irregularities in the operation of the Application and/or Website, outages, or for any reason unavailability of the website or Application.
6. Liability of Moonly Software B.V. for (the functioning of) third-party plug-ins is excluded. Moonly Software B.V. is also not liable for damage resulting from changes or work done on its Website without express written consent.
7. The Client is responsible for securing his/her own computer, passwords, etc. Moonly Software B.V. is never liable.
8. Moonly Software B.V. is not liable for correct and complete delivery of the contents of emails it sends on behalf of itself or the Client, nor for their timely receipt.
9. The Client guarantees the accuracy and completeness of all information and wishes provided for the SaaS service.
10. All Client claims arising from shortcomings by Moonly Software B.V. lapse if not reported in writing and with motivation within one year after the facts come to light. Moonly Software B.V. liability ceases in any case after a year following the end of the Agreement.

Article 24 Confidentiality

1. Moonly Software B.V. and the Client are obliged to maintain confidentiality of all confidential information obtained in connection with an Agreement. Confidentiality follows from the Agreement or from what can reasonably be expected as confidential. Parties will strictly observe confidentiality regarding any information about or from each other. All information and data carriers from the other Party may not be disclosed to third parties or made available without prior written consent.
2. The Client is required to keep all Websites and other materials provided by Moonly Software B.V. confidential and not to disclose or provide them to third parties unless Moonly Software B.V. has expressly consented.
3. If Moonly Software B.V. is required by law or court order to provide confidential information to authorities or an appointed third party, and cannot invoke a legal privilege, it is not liable for any damages, nor does the Client have a right to dissolve the Agreement.
4. Both parties must impose this confidentiality obligation on any third parties they engage.

Article 25 Intellectual Property Rights

1. All intellectual property rights of Moonly Software B.V. (including websites, databases, software, hardware, other materials, designs, analyses, reports, documentation, offers, and preparation materials) belong solely to Moonly Software B.V. and/or third-party suppliers if such rights were already held by others before Moonly Software B.V.
2. The Client is prohibited from disclosing and/or duplicating, altering, or making available to third parties any documents/software in which the intellectual property or copyrights of Moonly Software B.V. rest, without Moonly Software B.V.'s express prior written consent and an agreed upon financial compensation. The Client may only alter delivered materials with the explicit consent of Moonly Software B.V.
3. The Client is prohibited from using intellectual property of Moonly Software B.V. in any way other than agreed. The Client only obtains a non-exclusive, non-transferable right of use unless otherwise agreed.
4. The Client is also not permitted to alter or remove any confidentiality, copyright, trade name, trademark, or other intellectual property indications from the Website, documentation, or other materials.
5. Parties must inform each other and take action together against any infringement of Moonly Software B.V.'s intellectual property rights.
6. The Client indemnifies Moonly Software B.V. against third-party claims regarding any alleged infringement or related claims.
7. Any Client infringement of the intellectual property rights (and copyrights) of Moonly Software B.V. will be penalized by a single fine of €50,000 (fifty thousand euros) and an additional fine of €1,000 (one thousand euros) for each day the infringement continues.

Article 26 Indemnification and Accuracy of Information

1. The Client is responsible for the accuracy, reliability, and completeness of all data, information, documents, and/or materials provided to Moonly Software B.V. under the Agreement. This also applies to data from third parties.
2. The Client indemnifies Moonly Software B.V. against all liability due to nonfulfillment or late fulfillment of all obligations in the previous clause.
3. The Client indemnifies Moonly Software B.V. against third-party claims regarding intellectual property rights on data and information provided by the Client and used for the Agreement, as well as any advice and reporting issued by Moonly Software B.V.
4. If the Client provides electronic files, Websites, or data carriers, the Client guarantees they are virus and defect free.

Article 27 Complaints

1. If the Client is dissatisfied with any service or product of Moonly Software B.V., or otherwise has complaints about execution of the Agreement, the Client must report such complaints as soon as possible—at the latest within 14 days of the cause—to Moonly Software B.V. Complaints may be given orally or in writing at bart@moonlysoftware.com, with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained for Moonly Software B.V. to process it.
3. Moonly Software B.V. will respond as soon as possible, but no later than 14 days after receiving the complaint.
4. Parties will attempt to reach a solution together.

Article 28 Applicable Law

1. The legal relationship between Moonly Software B.V. and the Client is governed by Dutch law.
2. Moonly Software B.V. may unilaterally change these terms and conditions. The most current version can be found on the website.
3. Any disputes arising from or in connection with the Agreement between Moonly Software B.V. and the Client shall be settled by the competent court in Oost-Brabant, Eindhoven, unless mandatory law prescribes another competent court.

Best, August 1, 2020