

GENERAL TERMS AND CONDITIONS MACS

WHO ARE WE?

Imagine a world where there are only T.R.U.E. connections.*

**Trusted, Realtime, Unique and Empathic*

At macs (My Awesome Contact Solutions) we see it as our responsibility to nurture and help others, creating a world where people take care of one another. A world in which a sense of community provides comfort and confidence. We are motivated to serve and provide reassurance, advice, a listening ear and an open heart to support the welfare of others. Whether we serve our clients, our clients customers or our E- agents. We seek to help with compassion and generosity. We find satisfaction and meaning in making a difference, however seemingly small, to help others achieve greater ease, empowerment and self-actualization. By offering care we aim to fulfil the basic human needs – empathy, connection and inclusiveness.

As caring as we are, we are also very much about testing limits. Our goal is to continue where others stop. We seek different perspectives and expand horizons to keep us on our toes and stay ahead of the game, as well as motivate others to do the same. Our core belief is that everybody should be able to travel the open road by demonstrating a 'live and let live' attitude. We believe everyone should be able to march to the beat of their own drum. Understanding that there are no limits to becoming and no end to learning, it is our goal to cultivate experiences that can stretch and grow. Offering opportunities to step out of the daily routine by doing things differently in pursuit of business success, we aim to discover the world together. In doing so we create a new outer reality according to inner needs, in order to propel people and businesses forward.

We might be the new kid on the block, yet we have a ton of experience that substantiates our relevance and license to operate:

- Strong mother (25+ years of experience);
- Proven track record in customer contact care and a leading position in Dutch SME Contact Centre market;
- Solid and future-proof technology partners (Salesforce, Amazon Connect);
- Entrepreneurial mindset (guts & glory);
- Organizational culture (3 pillars): continuous development, professional performance and personal growth.

What truly sets us apart is that we are willing to go further than any other customer care solution and our ability to establish T.R.U.E. connections. That's our commitment!

If you want to be part of our ideal customer service world and live our dream, you can participate either as a customer or an E-agent. By using our sites, products, services, software and the content contained or accessible therein you agree to be bound by these General Terms and Conditions. Please read these General Terms and Conditions before using our sites, products, services, software and the content contained or accessible therein. If you are not willing to be bound by these General Terms and Conditions you may not access or otherwise use any of our sites, products, services, software and the content contained or accessible therein.

1. Definitions

Agreement	All Agreements between the Parties concerning the use of the mobile application, the website, the software and/or other online products and services of macs;
Company/ Companies	Any natural and/or legal person(s) that uses the application, the website, the software and/or other online products and services of macs in their search and/or for their request for customer contact care services;
E-Agent:	Any natural and/or legal person that uses the application, the website, the software and/or other online products and services of macs in offering their services with regard to customer contact care services for the Company;
Other Party	The Company or the E- Agent;
macs	The private company with limited liability (<i>de besloten vennootschap met beperkte aansprakelijkheid</i>) MACS B.V. (Chamber of Commerce file number 77331052) being the users of the Terms and Conditions;
Party/Parties	macs and the Other Party jointly or each of them individually
Personal Data	Any data relating to a directly or indirectly identified or identifiable natural person that is processed when using the Platform;
Platform	The (digital) collective of the Services rendered by macs.

Registration	The signing-in by the Other Party to the Platform of macs.
Request	A request of the Company on the Platform for customer contact services.
Services	The application, the website, the software and/or other online products and services of macs, including the content contained or accessible therein, technical or otherwise, of any nature whatsoever, in the broadest sense;
Terms and Conditions	These General Terms and Conditions of macs
Tools	The means that must be applied by the Other Party in order to use the Services;
User Account	The account the Company or E-agents gets with macs after Registration.
In Writing/Written	By letter or electronic message.

2. Applicability

- 2.1. These Terms and Conditions are applicable to all Services rendered by macs.
- 2.2. Once the Terms and Conditions have been accepted, either by first Registration or by entering into any Agreement between Parties, they will automatically apply to any future Registration or Agreement concluded between the Parties, without any separate Registration or Agreement to this effect between the Parties concerned being required, unless both Parties have expressly agreed otherwise in Writing with respect to the relevant Registration or Agreement.
- 2.3. The applicability to any Registration or Agreement of any general or specific terms and conditions applied by the Other Party is expressly rejected by macs, unless and after macs has expressly declared in Writing that those relevant terms and conditions apply to that specific agreement. Under no circumstances does acceptance in this manner of the applicability of the Other Party's terms and conditions to a specific agreement result in the tacit applicability of these terms and conditions to any future Agreements between Parties.
- 2.4. In case of invalidity or annulment by the Other Party of one or more provisions of the Terms and Conditions, the remaining provisions of the Terms and Conditions will continue to apply in full to the Registration and/or Agreement. The Parties will consult each other on replacing the invalid or voided provision of the Terms and Conditions by a provision which is valid or not voidable and which approaches the content and purport of the invalid or voided provision as much as possible.

- 2.5. In so far as an Agreement deviates from one or more provisions of the Terms and Conditions, the provisions of that Agreement will prevail. The remaining provisions of the Terms and Conditions will in that case continue to apply to the Registration and/or Agreement.
- 2.6. macs reserves the right to change these Terms and Conditions from time to time. If changes are made, macs will revise the date at the bottom of these Terms and Conditions and will publish the adjusted Terms and Conditions on its Platform with an additional statement on the homepage or by sending an email notification. macs encourages the Other Party to review these Terms and Conditions periodically to stay informed.
- 2.7. Whenever these Terms and Conditions are revised, they are effective when the revised Terms and Conditions are published on the Platform. If the Other Party continues to use the Platform after the revised Terms and Conditions have been published, the Other Party will be deemed to have accepted the changes to these Terms and Conditions.
- 2.8. If any translations have been made of these Terms and Conditions, this version in English will prevail over the version(s) in any other language.

3. Formation of Agreements

- 3.1. Registration to the Platform by the Other Party constitutes an Agreement between macs and the Other Party.
- 3.2. Either through Registration or the actual use of the Platform (which can only be achieved after Registration) the Other Party automatically accepts these Terms and Conditions.
- 3.3. The Agreement replaces all previous proposals, correspondence, arrangements and other communication between the Parties that took place before Registration and/or concluding the Agreement, however much these may differ from or be in conflict with the Agreement.
- 3.4. Alterations and/or additions to the Agreement will only be valid after they have been accepted by macs in Writing. macs will not be obliged to accept any alterations and/or additions to an Agreement and is entitled to demand that a separate Agreement be concluded. macs is authorized to charge to the Other Party any expenses incurred in connection with the alterations and/or additions to the Agreement.

4. Registration and User Account

- 4.1 In order to use the Platform, each prospective Company or E-Agent will be required to apply to establish a free User Account that subsequently needs to be accepted by macs. Only one User Account per Company or E-Agent can be registered.
- 4.2 The Other Party must, if it is a natural person, be at least 18 years old and a resident of an Authorized jurisdiction. The Other Party is not allowed to establish a User Account on behalf of third parties.
- 4.3 The Other Party shall have no legal entitlement to require macs to accept their applications to establish a User Account. macs shall be entitled to accept, reject or impose additional conditions to any such application by a prospective Company or E-Agent in its sole and absolute discretion.

- 4.4 Each prospective Company or E-Agent shall in applying for a User Account be required to provide the requested company info and personal data in an orderly, accurate and truthful manner. macs reserves the right to request additional documentation or other proof of the company info and/or personal data provided by any prospective company or E- Agent prior to accepting any such application for a user account.
- 4.5 Each Company and E-Agent is required to update and maintain the accuracy of all data provided and to undertake any necessary changes immediately and without delay. macs will provide the Company and the E-Agent with a mechanism in the Platform to implement such changes (if any) themselves.
- 4.6 Each prospective Company or E-Agent shall be required to choose and provide a personal user ID and password to establish a User Account. The user ID chosen by any prospective Company or E-Agent may not infringe upon or violate any third party rights, including especially and without limitation third party trademarks, and additionally may not violate public taste or decency.
- 4.7 Each Company or E-Agent shall be responsible and required to maintain the confidentiality of his/her password. If the Company or E-Agent discovers or suspects any security breaches in the Platform, whether or not due to the unlawful use of their password by someone else, macs must be informed immediately after discovering or suspecting such breach.
- 4.8 After acceptance of the User Account by macs, the Other Party shall be entitled to make use of the Platform as is described in these Terms and Conditions.
- 4.9 Acceptance by macs of the User Account shall not give rise to an additional contractual relationship between macs and the Other Party.
- 4.10 If the Other Party provides any information that is false or incomplete, macs will have sufficient grounds to suspend or terminate the use of the Platform by the Other Party and refuse to allow access to any use of the Platform in the future.

5. Availability and customization

- 5.1. macs will endeavour to ensure that the Platform always functions properly and strives for the highest possible availability, quality and security of the Platform. macs does not guarantee that the Platform will function without errors, malfunctions or interruptions.
- 5.2. macs reserves the right to change the technical and functional features of the Platform in the meantime to improve functionality and to correct any errors or to comply with applicable laws and regulations.
- 5.3. macs endeavours to detect and repair any errors in the Platform. macs cannot guarantee that all errors will be corrected.
- 5.4. If an adjustment referred to in the paragraphs above leads to a substantial deviation in the functionality of the Platform, macs will inform the Other Party thereof in Writing or electronically before the adjustment becomes available.

- 5.5. macs reserves the right to temporarily shut down the Platform for the purpose of, among other things, maintaining, updating or improving macs's systems. macs will have such a shutdown take place outside office hours as much as possible and will inform the Other Party in advance of the planned shutdown. Under no circumstances can such an announced decommissioning of the Platform be regarded as a shortcoming of macs in the fulfilment of its obligations towards the Other Party.
- 5.6. macs is at all times entitled to suspend or block access to the Platform in whole or in part, if the Other Party fails to fulfil any obligation under their Agreement. If macs proceeds to suspend or block access, it is in no way obliged to compensate loss and costs that result in any way to the Other Party.
- 5.7. macs reserves the right to monitor the different activities on the Platform for quality purposes and for further improvement of the Platform.

6. Access to the Platform and restrictions

- 6.1. By using the Platform, macs grants the Other Party a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access the Platform and otherwise view and use the Platform to the extent permitted by its intended functionality.
- 6.2. The license, as referred to in paragraph 1, is strictly for the Other Party's own non-commercial purposes and not for the sublicense to or use by third parties.
- 6.3. Except as otherwise specifically agreed between Parties, the Other Party shall not:
 - a) modify, download, intercept, or create any derivative works of the Platform, including any translations or localizations thereof;
 - b) access or use the Platform through an application or means not authorized by macs;
 - c) copy, store, edit, change, exploit, download, prepare any derivative work of, or alter in any way any of the content made available through the Platform;
 - d) license, sell, rent, lease, encumber, transfer, assign, distribute, disclose, post, make available, permit time sharing or simultaneous use of, or otherwise exploit the Platform to or for the benefit of any third party;
 - e) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, underlying ideas, or structure or organization of the Platform;
 - f) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols, or labels on the Platform;
 - g) publish or provide any results of any of the Services, in whole or in part, aggregated or otherwise, to a third party without macs prior Written consent;
 - h) provide the username and password used to access the Platform to any third party;
 - i) use any systems or means, automated or otherwise, to access, acquire, copy, scrape, harvest, or monitor any part of the Platform;

- j) circumvent any technological measures employed by or on behalf of macs to protect the Platform;
- k) use any other technologies or initiate any other activities that may harm the Platform, or the interests or property of macs or other users of the Platform;
- l) be uploading, posting, emailing, transmitting, or otherwise making available on the Platform any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
- m) aid or encourage any third party to engage in any activity that would constitute a breach of these Terms and Conditions.

6.4. If the Other Party acts in violation of one or more of the aforementioned rules, the Other Party is obliged to follow the reasonable instructions given by macs.

7. Use of the Platform

- 7.1 After definite Registration by the Company macs will get in contact to create a script that should be used on the Platform and meets the Companies expectations, wishes and needs. Once the script is final it will be added to the Platform and the Company may use the Platform for their Request.
- 7.2 After application for a Registration by the E-Agent they will start an E-learning process. Depending on the phase and completion of the E-learning process the E-Agent has achieved, the Platform may add the E-Agent at his or her request to different types of (Company) queues. These queues may differ as far as the complexity of the script of the Company is concerned. E-Agents may choose their access to the respective queues.
- 7.3 Once the E- Agent has signed in for a queue he or she may be requested to render customer services for the Company. Signing in for a queue doesn't constitute any obligation for the E-Agent to offer customer services for the Company, neither does it constitute any obligation for the Company to request the E- Agent for customer services.
- 7.4 Once a Request is made to the Platform, the Platform will send a notice to all E- Agents signed in for the respective queue. Each E-Agent is free to accept or reject such a notice.
- 7.5 The Platform will register the accepted Request and duration of the customer services rendered by the E-Agent and is allowed to monitor this. Based on the registration of the duration of the customer services rendered to the Company by the Platform payments will be made.

8. Communication preferences and consent

- 8.1 macs may send the Other Party communications to the email address associated with the User Account.

- 8.2 The communications to be send to the Other Party may include, but are not limited to tips and station recommendations, advertiser contacts, special offers and other account related or transactional messages, also from third parties that are associated with macs or on behalf of macs.
- 8.3 The Services of macs may, in some circumstances offer the ability for the Other Party to receive push notifications in connection with those Services. If the Other Party would like to modify his or her ability to receive push notifications from macs Services, the Other Party can control those settings within the setting section of the Services for each respective device.
- 8.4 By Registration the Other Party accept these Terms and Conditions and explicitly consent to receipt of all the communications mentioned in this article 8 by or on behalf of macs. The Other Party may change the communications preferences at any times within the settings section of the Services. The Other Party can't opt out from these communications for as long as the Other Party uses the services of macs.
- 8.5 If the Other Party is elected to have an advertiser contact him or her through third party ads displayed to the Services, the communication preferences will not affect the receipt of those advertiser-provided communications.

9. Prices and payment

- 9.1. The price to be paid to macs by the Company and the price to be paid by macs to the E-Agent will be agreed upon between the Company and macs on the one hand and the E-Agent and max on the other hand. The payments to be made either to or by macs will depend of the duration of the actual customer services rendered by the E-Agent. The Platform registers the time of the customer services rendered and this registration is leading for the payments to be made.
- 9.2. The Company will have a credit (card) account on the Platform and has to make sure that there is a balance on that account. The Platform monitors this balance. The Company is responsible for paying the price for the customer services rendered. Once the Company submits a Request, the Platform will place a temporary hold on the credit (card) account. After completion of the Request the credit (card) account will be charged for the total duration of the customer services rendered. This will happen on a weekly basis.
- 9.3. The Company agrees all payments for the customer services rendered through the Platform can be deducted of their credit (card) account. The Company will not in any other way pay directly to the E-Agent for the customer services rendered.
- 9.4. If the credit (card) account of the Company has no or not enough balance macs is entitled to immediately suspend or block the use of the Platform. If payment of the customer services rendered isn't possible within two weeks after the customer services were rendered, the Company will immediately be in default by operation of law, without any further notice of default being required, and from the due date of the payment concerned will be liable to pay interest of 1% per month, or the statutory commercial interest if this is higher, part of a month being counted as a full month.

In addition, all extrajudicial collection costs will be payable by the Company, which costs are hereby set in advance by the Parties at a minimum of 15% of the outstanding claim, with a minimum of EUR 150, without prejudice to macs's right to claim the actual extrajudicial collection costs if this amount is higher.

- 9.5. Without prejudice to mandatory provisions, the Company does not have the right to suspend its payment obligations to macs or set them off against payment obligations of macs to the Company.
- 9.6. The E- Agent that has offered the customer services in a proper manner is entitled to a payment for the time the customer services were rendered. The time spend will be processed automatically based on the registration of that time spend by the Platform. The E- Agent will receive a credit to his or her User Account based on the time spend. The E-Agent may request for payments of the credits in his User Account at any time. If the E-Agent requests for such a payment, the invoice will be processed by the Platform automatically. This invoice will include VAT.
- 9.7. Each E- Agent is responsible for complying with any and all social security, social welfare, social insurance and tax laws applicable to his or her services for the Platform in the jurisdiction in which he or she resides. Each E-Agent shall therefore also be responsible for paying all taxes and deductions required in connection therewith.
- 9.8. In the event that macs is (partly) held liable for the payment of taxes, social security contributions (both the employee part and the employer part), insurance premiums, pension premiums (both the employee part and the employer part) and/or related costs, increases, interests and/or penalties, related to the customer services rendered by the E- Agent, the E- Agent will irrevocably and unconditionally indemnify macs in this respect and macs will be able to call upon the E- Agent to do so in a third party proceedings.
- 9.9. If macs itself has fulfilled the financial obligations referred to in article 9.7 and 9.8 towards the tax and/or social insurance authorities and/or the (industry) pension fund, it is entitled to set off the amounts involved against what it owes to the E- Agent.
- 9.10. macs is entitled to change the prices for the Company or the amount paid to the E- Agent periodically, including the right to adjust prices and rates once a year on the basis of CPI (Consumer Price Index). macs will notify the Other Party in Writing of rate changes at least two calendar months in advance. macs is also entitled to pass on any price changes of (software) licenses made by suppliers of macs to the Other Party in the interim.

10. Expiry periods

- 10.1. Legal actions and other powers of the Other Party, for whatever reason, with respect to macs in connection with the Platform will lapse after three (3) months following the date on which the Other Party became aware or could reasonably be aware of the existence of these rights and powers, but has not lodged a Written claim with macs on this basis before the expiry of this period.

11. Termination

- 11.1. If the Other Party fails to fulfil all or part of one or more of its obligations under the Agreement, the Other Party will be deemed to be in default by operation of law and macs will have the right to terminate all or part of the Agreement unilaterally by means of a Written notification to the Other Party, without any notice of default or judicial intervention, and/or to suspend its obligations under the Agreement, without macs being obliged to pay any compensation and without prejudice to any rights accruing to macs, including the right to full compensation. All claims which macs may have or may acquire against the Other Party in these cases will be due and payable immediately and in full.
- 11.2. If macs proceeds to termination, it is in no way obliged to compensate loss and costs that result in any way to the Other Party.
- 11.3. If the termination is attributable to the Other Party, macs is entitled to compensation for the loss, including the costs, thereby arising directly and indirectly
- 11.4. In the event of insolvency, suspension of payments, cessation of work, liquidation or takeover or any comparable situation of the Other Party, or if the Other Party ceases its business operations or if an attachment has been levied on a substantial part of the Other Party's assets or if the Other Party is otherwise no longer deemed capable of fulfilling the obligations arising from the Agreement, the Other Party will be in default by operation of law and macs will have the right to terminate all or part the Agreement unilaterally by means of a Written notification, without any notice of default or judicial intervention being required and without macs being obliged to pay any compensation and without prejudice to its other rights, including MACS's right to full compensation.
- 11.5. If the Other Party has already received or delivered performances under the Agreement at the time of the termination, these performances and the related payment obligation will not be the object of cancellation, unless the Other Party proves that macs is in default with regard to those performances. Amounts due or to be paid by macs before termination in connection with what has already been properly performed or delivered will remain due in full, with due observance of the provisions of the previous sentence.
- 11.6. macs reserves the right to expunge and delete the User Account of the Other Party and to terminate its contractual relationship with any such Other Party if the Other Party violates these Terms and/or violates any other obligations arising from this contractual relationship. In the event thereof, any such Other Party will receive payment of any amounts recorded in the User Account in respect of services rendered.
- 11.7. The Other Party is entitled to terminate its Registration and/or Arrangement with macs and delete and expunge the User Account at any time on their own initiative. Notwithstanding the foregoing, any information or data legally required for macs to be maintained (such as, for example, invoices and credits) will be expunged and deleted only on expiration of applicable legal requirements.

12. Processing of personal data

- 12.1. Insofar as relevant in the context of an Agreement, the Parties will ensure the lawful processing of personal data in accordance with the relevant laws and regulations concerning the protection of privacy, in particular the General Data Protection Regulation ('*Algemene Verordening Gegevensbescherming*'). The Other Party guarantees that it will only lawfully enter personal data into the macs systems. The Other Party indemnifies macs against all third-party claims as a result of the Other Party's breach of the aforementioned laws and regulations
- 12.2. When using the Services, it is irrefutably established that the Other Party has read, understood, and agreed to the terms of macs's [privacy policy](#).
- 12.3. If the Other Party enters, stores or otherwise processes personal data when using the Platform in accordance with the terminology of the General Data Protection Regulation, the Other Party is the 'controller' and macs the 'processor' within the meaning of that regulation.
- 12.4. macs will ensure an appropriate level of security in view of the risks involved in the processing and nature of personal data to be protected. macs also guarantees that anyone who acts under the authority of macs, insofar as he has access to personal data for which the Other Party is responsible, will only process these on behalf of the Other Party for the purpose specified by her.
- 12.5. The technical and organizational security measures to be taken by macs will always meet the generally accepted security standards. The Other Party will regularly evaluate the measures and check compliance with them.
- 12.6. macs will report any security incidents to the Other Party. In the report, macs states which incident has taken place, what possible consequences the incident had for (access to) the personal data and which measures have been or are being taken to end the incident and prevent it in the future. If the incident may have an impact on the privacy of the person (s) involved, macs will report the incident without delay after it has been discovered.
- 12.7. macs will refrain from directly or indirectly processing personal data in countries outside the European Economic Area. If macs intends to process personal data directly or indirectly outside the European Union, it must obtain prior permission from the Other Party. The Other Party will not refuse this permission without reasonable grounds.
- 12.8. macs will fully cooperate with the Other Party to (i) allow data subjects within the meaning of the General Data Protection Regulation access to their personal data, (ii) delete, correct or mark personal data as incorrect, (iii) demonstrate that personal data deleted, corrected or marked as incorrect if they are incorrect and / or (iv), if the Other Party does not agree that personal data are incorrect, to record the fact that the person concerned considers his personal data to be incorrect. macs will be able to invoice the costs for the work separately to the Other Party.
- 12.9. The Other Party is entitled to have compliance with the provisions of this article checked by an independent third party at its own expense.

12.10. macs will not store the personal data longer than is required for the execution of the Agreement or is legally required, after which macs can permanently delete it without informing the Other Party thereof. The Other Party will inform macs about the applicable retention periods.

13. Liability and insurance

13.1. macs is liable for loss suffered by the Other Party due to any failure attributable to macs in the performance of the Agreement. Only the loss against which macs is insured or should reasonably have been insured in view of the nature of macs's business and the market in which it operates will qualify for compensation and only up to the amount paid out by the insurer in the matter concerned.

13.2. Since the Agreement is a continuing performance agreement, the liability is limited to an amount equal to 3 times the total amount that was stipulated in the context of the Agreement in the last 6 months before the damage occurred, without VAT, of the Other Party, this with a maximum of € 50.000,-. This limitation of liability applies mutatis mutandis to any obligations to indemnify of macs.

13.3. The following doesn't qualify for compensation:

- (a) financial loss, such as, but not limited to, trading loss, consequential loss, loss due to delay and loss of profits;
- (b) loss arising through the actions or omissions of the Other Party or third parties in breach of the instructions given by macs or in contravention of the Agreement and the Terms and Conditions;
- (c) loss caused directly by incorrect, incomplete and/or false information provided to macs by or on behalf of the Other Party.

13.4. If and insofar as (the operation of) the customer services for the Company is dependent on the (operation of) that services of and/or by third parties (which explicitly includes the Company Service Agents), macs is furthermore never liable for loss arising as a direct or indirect result of the functioning of the services of these third parties, whether or not as a result of the fact that the Other Party and / or macs is denied access to these services.

13.5 For the purposes of this article 13, a series of related loss-causing events applies as one event/ loss.

13.6 The Other Party indemnifies macs against all third-party claims due to loss caused by or in connection with Services provided by macs.

13.7 macs is not liable for the behaviour and expressions of macs personnel and auxiliary staff in the course of performance of the Agreement. The limitations and / or exclusions of liability contained in this article 13 also apply to the benefit of macs personnel and auxiliary staff involved in the execution of an Agreement by macs.

14. Force majeure

14.1. Force majeure means a shortcoming in the performance of an Agreement or Services which cannot be attributed to macs.

- 14.2. Force majeure as referred to in Article 14.1 includes in any case – therefore not exclusively – shortcomings as a result of: (a) failures of and/or serious disruptions to the production process at suppliers, including utility companies, (b) failure by third parties to deliver the necessary materials, (c) wilful misconduct or gross negligence of auxiliary persons, (d) strikes, (e) excessive sickness absence of personnel, (f) fire, (g) special weather conditions (such as floods), (h) government measures (both national and at international level), including import and export prohibitions and impediments, (i) war, mobilization, disturbances, riots, state of siege, (j) pandemics (k) sabotage, (l) traffic congestion, (m) machinery breakdown and/or (l) delay in transport.
- 14.3. In the case of force majeure, macs has the choice of either suspending the performance of the Agreement or the Services until the situation of force majeure has ceased to exist or, whether or not having originally chosen to suspend performance, to terminate all or part of the Agreement or Services. In either case the Other Party will not be entitled to any compensation.
- 14.4. If the Parties have met their obligations in part at the time the force majeure occurs or can only partially comply with its obligations, it will be entitled to invoice that part separately.

15. Confidentiality

- 15.1. Both during the term of the Agreement and after its termination Parties must each observe absolute secrecy regarding all confidential information which they have come to know about the organisation and/or the activities of the other Party.
- 15.2. Both during the term of the Agreement and after its termination Parties shall not reveal any documents and/or information of a confidential nature (including trade secrets and information of commercial value) which may become known to any of them regarding the other Party to any third party and will not and shall not procure that other persons (either employees or otherwise) make use of such information.
- 15.3. This duty of secrecy also relates to all information of clients or other contacts of the other Party.
- 15.4. The duty of secrecy mentioned in articles 15.1, 15.2 and 15.3 shall not apply in respect of the revealing of information in the following circumstances:
 - a) As required by any applicable law or regulation;
 - b) Where such information has entered into the public domain otherwise than by default of the other Party.
- 15.5. All items of property, including written documents and photocopies thereof, computer files and other data carriers which were put in the possession of the other Party for the purposes of rendering the Services and/or in request of or offering customer services during the term of the Agreement are and will remain the property of the Party concerned. These items of property must be made available once again to the Party concerned at his request, as well as no later than on the day on which the Agreement ends.

16. Intellectual property rights

- 16.1. All industrial and intellectual property rights whatsoever in any computer programs, documentation and/or other material provided and/or produced in connection with performance of the Services by macs shall vest with macs.
- 16.2. Industrial and intellectual property rights shall be considered to include, but not be restricted to, copyrights, related rights, design rights, trademarks, patent rights and any other intellectual property rights. The computer programs, documentation and/or other material provided and/or produced referred to in 16.1 shall in any case include, but not be restricted to, inventions, results obtained, designs, operation methods, drawings, software, data files, written and/or manufactured work.
- 16.3. The Other Party shall not be permitted to register in their own name, or in the name of a third party, any trademarks, designs, patents or any other intellectual property rights and/or trade names and/or domain names that relate to the Services of macs.
- 16.4. The Other Party shall not be permitted to remove and/or to change and/or to copy and/or to expand any computer programs, documentation and/or other material provided and/or produced in connection with performance of the Services from the Platform

17. Applicable law and competent court

- 17.1. All Agreements concluded by macs will be exclusively governed by Dutch law to the exclusion of the Vienna Sales Convention.
- 17.2. Any disputes between the Parties will be exclusively submitted to the District Court for the Central Netherlands.