

## Terms & Conditions

### Article 1 Applicability

1. These terms and conditions apply to every offer, quotation and agreement Assisted by Joanne, hereinafter referred to as "Contractor", and an elaboration of the Contractor has announced these terms and conditions applicable. With the agreement of the general terms and conditions, laid down in this document, which and will be agreed with the agreement, quotation/or agreement. Requests can only be made, expressly and in writing.
2. The conditions apply to transactions, in the context of the assignment, to third parties. These general terms and conditions also apply to employees of the Contractor.
3. If a situation arises between the parties that is not regulated in these general terms and conditions, this situation must be assessed in accordance with these general terms and conditions.
4. If the provisions of these provisions do not apply, or that the provisions of these provisions do not apply, require those provisions that are not applicable.

### Article 2 Offers and quotations

1. All offers and quotations from the Contractor, in any form, are without obligation and are valid for 5 days.
2. The prices stated in a quotation or offer are exclusive of VAT.
3. The rates stated in offers and/or quotations do not automatically apply to future orders.

### Article 3 Contract duration and execution times

1. The agreement between the Contractor and the Client is entered into for a definite period of time, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
2. The Contractor will perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
3. If, for the benefit of a proper execution, the agreement requires this, the Contractor has the right to have the work performed by third parties.
4. The Client shall ensure that all data, which the Contractor indicates are necessary or which the Client should reasonably understand to be necessary for the performance of the agreement, are provided to the Contractor in a timely manner.
5. If the information required for the execution of the agreement has not been provided to the Contractor in time, the Contractor has the right to suspend the execution of the agreement and/or to pay the additional costs resulting from the delay to the Client in accordance with the then usual rates. to take into account.
6. The Contractor is not liable for damage, of whatever nature, because the Contractor relied on incorrect and/or incomplete information provided by the Client.

### Article 4 Amendment of the agreement

1. If during the execution of the agreement it appears that it is necessary for a proper execution to change or supplement the work to be performed, the parties will adjust the agreement in a timely manner and in mutual consultation.
2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the assignment may be affected as a result. The Contractor will inform the Client of this as soon as possible.
3. If the change or addition to the agreement has financial and/or qualitative consequences, the Contractor will inform the Client about this.

### Article 5 Suspension and dissolution of the agreement

1. The Client is entitled to terminate the agreement by means of early termination, with due observance of a notice period of one month. However, provided that the order has expired by equal to or more than twenty-five percent, an inherent number of billable hours will be charged are being brought.
2. The contractor is authorized to suspend the fulfillment of the obligations or to dissolve the agreement if:
  - the Client does not, not fully or not in time, fulfill the obligations arising from the agreement after the agreement has been concluded.
  - the Contractor has become aware that there are circumstances that indicate that the Client will not fulfill its obligations.
  - if, when the agreement was concluded, the Client was requested to provide security for the fulfillment of its obligations under the agreement and this security is not provided and/or is insufficient.
  - if due to the delay on the part of the Client, the Contractor can no longer be expected to fulfill the agreement under the originally agreed conditions.
3. If the Contractor proceeds to suspension or dissolution, he is in no way liable for damage and costs that have arisen in any way as a result. The Client is never entitled to compensation. If the dissolution is attributable to the Client, the Contractor is entitled to compensation for the damage, including the costs, which have arisen directly and indirectly.
4. If the Client fails to fulfill its obligations arising from the agreement and this non-compliance justifies dissolution, the Contractor is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or compensation, while the Client, due to breach of contract, is obliged to pay compensation or indemnification.
5. If the Client cancels an order placed in whole or in part, the work that has been performed and the working time reserved for the execution of the agreement will be charged in full to the Client.

#### **Article 6 Payment and collection costs**

1. Payment must be made within fourteen (14) days of the invoice date, in a manner to be indicated by the Contractor.
2. After the expiry of fourteen days after the invoice date, the Client is immediately in default without further notice of default; From the moment of default, the Client owes statutory interest on the amount due.
3. In the event of liquidation, bankruptcy or suspension of payment of the Client, the Contractor's claims and the Client's obligations towards the Contractor will be immediately due and payable.
4. Payments made by the Client always serve in the first place to settle all interest and costs owed, and in the second place for payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.
5. If the Client is in default or fails to fulfill one or more of its obligations, all extrajudicial and judicial costs incurred in obtaining payment will be borne by the Client.
6. If the Contractor has demonstrably incurred higher costs than was reasonably necessary, these costs will also qualify for reimbursement.

#### **Article 7 Confidentiality**

1. Both parties are obliged to maintain the confidentiality of all confidential information obtained from any source under this Agreement. This includes all confidential information regarding the activities of the Client and its affiliated companies. For the rest, information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.
2. Violation of this obligation is a valid reason for the injured party (Contractor or Client) for immediate termination of the agreement.

#### **Article 8 Liability**

1. The Contractor is liable vis-à-vis the Client for the damage suffered by the Client as a result of the Contractor's failure to comply with this agreement, to comply with it on time or to do so properly, with the exception of force majeure. Force majeure is understood to mean circumstances as a result of which full or partial fulfillment of the agreement cannot reasonably be expected of the Contractor.
2. Except in the case of intent or gross negligence on the part of the Contractor, the Contractor is only liable for damage caused by an attributable shortcoming during or on the occasion of the execution of the agreement, up to a maximum of the amount that is paid out under its liability insurance in the relevant case, minus the amount of deductible. If in any case the insurer does not pay out or if the damage is not covered by the insurance, the Contractor's liability is limited to a maximum of the amount of fee that has been agreed for the relevant assignment.
3. The Contractor is not liable for damage, of whatever nature, caused by the fact that the Contractor relied on incorrect and/or incomplete information provided by or on behalf of the Client.
4. Compensation for consequential damage, indirect damage, loss suffered, lost profit, lost income or other trading loss of the Client, regardless of the way in which this occurred, is not eligible for compensation by the Contractor. In such cases, the Contractor is not responsible for compensation to the Client.
5. All claims of the Client pursuant to this article lapse after sixty days (60) after termination of work by the Contractor.
6. The foregoing provisions are without prejudice to any liability under mandatory law.

#### **Article 9 Force majeure**

1. Force majeure in these general terms and conditions is understood to mean, in addition to what is understood in this regard in the law and jurisprudence, all external causes, foreseen or unforeseen, over which the Contractor can exercise no influence, but as a result of which the Contractor is unable to fulfill its obligations. come.
2. The Contractor also has the right to invoke force majeure if the circumstances that prevent (further) fulfillment arise after the Contractor should have fulfilled its obligation.
3. During force majeure, the Contractor's obligations are suspended. If the period in which fulfillment of the obligations by the Contractor is not possible due to force majeure lasts longer than two months, both parties are entitled to dissolve the agreement without there being any obligation to pay compensation in that case.

#### **Article 10 Intellectual property**

1. The Contractor reserves the rights and powers to which it is entitled under the Copyright Act and other intellectual laws and regulations.
2. The Contractor has the right to use the knowledge gained by the execution of an agreement for other purposes, insofar as no strictly confidential information of the Client is disclosed to third parties.

#### **Article 11 Applicable law and disputes**

1. All legal relationships to which the Contractor is a party are exclusively governed by Dutch law, even if an obligation is wholly or partially performed abroad or if the party involved in the legal relationship is domiciled there.
2. The court in the Contractor's place of business has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, the Contractor has the right to submit the dispute to the competent court according to the law.
3. The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.



## PRIVACY STATEMENT 2022

Assisted By Joanne, located at Herasingel 19, 1363 TH in Almere, is responsible for the processing of personal data as shown in this privacy statement.

### Processing personal data

Assisted By Joanne processes your personal data because you use its services and/or because you provide this data to her yourself.

Below you will find an overview of the personal data that I process:

- Company Name
- First and last name
- Address data
- Phone number
- E-mail address
- Location data
- Information about your activities on the website
- Bank account number

### Purpose of processing personal data

Assisted By Joanne processes your personal data for the following purposes:

- To be able to call or e-mail you if this is necessary to be able to perform its services.
- Assisted By Joanne analyzes your behavior on the website in order to improve the website and to tailor the range of products and services to your preferences.
- Assisted By Joanne also processes personal data if it is legally obliged to do so, such as

Retention period personal data. Assisted by Joanne does not store your personal data longer than is necessary to achieve the goals for which it processes your personal data and to comply with legal obligations. Under tax legislation, certain information about customers, such as quotations and invoices, must be kept for 7 years. Other information is stored after one (1) year or one (1) year after the end of the agreement. After the retention period, Assisted by Joanne will destroy your personal data.

### Sharing personal data with third parties

Assisted By Joanne does not sell your data to third parties and will only provide it if this is necessary for the execution of its agreement with you or to comply with a legal obligation. We conclude a contract with companies that process your data on its behalf processor agreement to ensure the same level of security and confidentiality of your data. Assisted By Joanne remains responsible for these processing operations.

### Cookie policy

Assisted By Joanne only uses technical and functional cookies. And analytical cookies that do not infringe on your privacy. A cookie is a small text file that is stored on your computer, tablet or smartphone when you first visit this website. The cookies that Assisted By Joanne used are necessary for the technical operation of the website and your ease of use. They ensure that the website works properly and, for example, remember your preferred settings. It can also optimize its website with this. You can opt out of cookies by setting your internet browser so that it no longer stores cookies. In addition, you can also delete all information that was previously stored via the settings of your browser.

### View, modify or delete data

You have the right to view, correct or delete your personal data. In addition, you have the right to withdraw your consent to the data processing or to object to the processing of your personal data by Assisted By Joanne and you have the right to data portability. This means that you can submit a request to send the personal data that Assisted by Joanne has about you in a computer file to you or another organization mentioned by you. You can send a request for access, correction, deletion, data transfer of your personal data or request for withdrawal of your consent or objection to the processing of your personal data to [info@assistedbyjoanne.nl](mailto:info@assistedbyjoanne.nl).

### Security personal data

Assisted By Joanne takes the protection of your data seriously and takes appropriate measures to prevent misuse, loss, unauthorized access, unwanted disclosure and unauthorized modification. If you feel that your data is not properly secured or there are indications of abuse, please contact me via [info@assistedbyjoanne.nl](mailto:info@assistedbyjoanne.nl)

### Contact details

[www.assistedbyjoanne.nl](http://www.assistedbyjoanne.nl) is a website of Assisted by Joanne. Assisted By Joanne can be reached as follows:

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1363 TH Almere

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