

TERMS AND CONDITIONS Brander.company B.V.

Version march 2026

CHAPTER 1: GENERAL TERMS & CONDITIONS

ARTICLE 1.	DEFINITIONS
<i>Brander.company:</i>	The private limited liability company Brander.company B.V., with its registered office and place of business at Andorraweg 8, 1432 DB Aalsmeer, registered with the Commercial Register under number: 73663999, also operating under the names: <ul style="list-style-type: none"> - Brander.company - ERPBrander.nl - DATABrander.nl - SQLBrander.nl - CRMBrande.nl - INFRABrander.nl - SECURITYBrander.nl
<i>Third Party::</i>	An external party, other than Brander.company or Counterparty.
<i>Counterparty:</i>	The party with whom Brander.company has entered into an Agreement, as well as the party to whom Brander.company has issued a quotation.
<i>Agreement:</i>	The Agreement(s)—whether in the form of a subscription, a continuing service agreement, or a management contract—under which Brander.company undertakes to provide services to Counterparty, including, but not limited to: (i) consulting, implementation, management, monitoring, and optimization of database and IT infrastructures, (ii) support in the event of incidents, maintenance, and technical work related to databases, servers, or cloud environments, and (iii) – to the extent applicable – the provision or configuration of software, tools, interfaces, or other technical facilities necessary for the performance of the services (hereinafter collectively: “Services”).
<i>Subscription(s):</i>	The Agreement between Counterparty and Brander.company (in the form of a subscription), under which Brander.company provides ongoing services for an agreed period in exchange for a periodic fee, whether or not based on a service or management contract.
<i>Parties::</i>	Brander.company and Counterparty.
<i>Terms and Conditions:</i>	These general terms and conditions (all sections), filed with the Chamber of Commerce under number 73663999.

ARTICLE 2. STRUCTURE OF THE TERMS AND CONDITIONS

1. These Terms and Conditions consist of several chapters, namely:
 - **Chapter 1:** General Terms and Conditions: applicable to all Agreements, offers, quotations, legal relationships, and all services provided by Brander.company, regardless of their nature or form. The provisions of this chapter apply, among other things—but not exclusively—to services in the field of database consulting, implementation, management, monitoring, maintenance, support, and other IT-related activities performed by Brander.company.
 - **Chapter 2:** Subscriptions: Additional Provisions for Subscription(s) (Subscription-Based Agreements). The provisions of this chapter apply, among other things—but

not exclusively—to services in the field of management, monitoring, maintenance, support, or other periodic services, whether or not based on a service or management contract. If Brander.company offers additional services of a comparable subscription or ongoing nature, the provisions of this chapter shall also apply thereto;

2. The provisions of Chapter 1 form the general basis of these terms and conditions and always apply, unless expressly agreed otherwise in writing between the Parties.
3. The provisions in Chapter 2 are supplementary to the provisions of Chapter 1.
4. If and to the extent that a provision in Chapter 2 expressly deviates from a provision in Chapter 1, the provision in the relevant supplementary chapter applies exclusively to the relevant service or type of service.
5. To the extent that a specific provision is missing from Chapter 2, the general provisions of Chapter 1 remain in full force and effect.

ARTICLE 3. APPLICABILITY

1. These Terms and Conditions apply to all offers, legal relationships, and Agreements entered into between Brander.company and its Counterparty(ies).
2. The Terms and Conditions also apply to all Agreements in which Third Parties must be engaged for their performance.
3. The general terms and conditions used by the Counterparty (or Third Party) do not apply and are expressly rejected by Brander.company.
4. If a situation arises in which these Terms and Conditions do not provide a solution, the agreements set forth in the Agreement shall be binding. In the absence of an Agreement, the written agreements or commitments shall apply.
5. These Terms and Conditions also apply to all Agreements arising from Agreements subsequently concluded between Brander.company and the Counterparty.
6. If any provision of these Terms and Conditions is invalid, void, or voidable, the remaining provisions shall remain in full force and effect. The void, voidable, or unenforceable provision shall be replaced by a provision that reflects the intent of the original provision.
7. Deviations from these Terms and Conditions are only valid to the extent that they are in writing and expressly accepted by Brander.company. The deviations apply only to the specific Agreement to which they relate.
8. Brander.company may at any time impose (additional) requirements regarding communication between the parties or the performance of legal acts via email.

ARTICLE 4. OFFERS AND QUOTATIONS AND FORMATION OF THE AGREEMENT

1. All offers and quotations from Brander.company are non-binding, unless Brander.company has expressly stated otherwise in writing. Brander.company may revoke its quotations until they are accepted, unless the offer includes a time limit within which it may be accepted and that time limit has not yet expired. A quotation or offer also expires if the product to which the quotation or offer relates is no longer available in the meantime.
2. Offers/quotations do not automatically apply to future orders.
3. Additions or changes to an offer from Brander.company are only valid after they have been accepted in writing by Brander.company.
4. The Agreement with Brander.company is only concluded after Brander.company has expressly accepted an order (in writing or otherwise) and has confirmed it to the Counterparty. Brander.company is only bound from the date on which it has accepted the order. The confirmation is deemed to accurately and completely reflect the Agreement.

5. If the Counterparty's acceptance (including on apparently minor points) deviates from the offer included in the proposal/quote, Brander.company is not bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance, unless Brander.company states otherwise in writing.
6. The Counterparty is at all times required to maintain and retain its own recent copy of the data provided to Brander.company.
7. If the offer is based on data provided by the Counterparty and this data proves to be incorrect or incomplete, or changes subsequently, Brander.company is entitled to adjust the prices and/or terms stated in the offer.
8. Brander.company cannot be held to its offers/quotes if the Counterparty, in accordance with the principles of reasonableness and fairness and generally accepted business practices, should have understood that the offer/quote, or a part thereof, contained (or contains) an obvious error or typographical mistake.
9. All Agreements are concluded subject to the resolutive condition that Brander.company determines the Counterparty to have insufficient creditworthiness, at Brander.company's sole discretion. Brander.company is at all times entitled to request the necessary information for this purpose or to make the conclusion of the Agreement subject to the condition that the Counterparty pay one or more advances on the amount due to Brander.company.
10. If and as long as the Counterparty refuses or is unable to provide security as described in the preceding paragraph, Brander.company is entitled to suspend the performance of the work. The Counterparty is fully liable for any damage suffered by Brander.company as a result.
11. If the Counterparty has accepted the offer electronically, Brander.company shall immediately confirm receipt of the acceptance of the offer electronically.
12. A composite quotation does not oblige Brander.company to deliver a portion of the order or to perform a portion of the service for a corresponding portion of the quoted price.

ARTICLE 5. PRICES

1. All prices are quoted in euros and exclude VAT, other government-imposed taxes, and other costs, unless otherwise agreed in writing.
2. Brander.company reserves the right at all times to charge the Counterparty for any cost-increasing factors that arise after the issuance of the quotation or the conclusion of the Agreement. At Brander.company's discretion, this may also be done on the basis of a subsequent calculation.
3. Brander.company has the right to change the prices stated on its website(s), in advertisements, or elsewhere without prior notice. To the extent possible, Brander.company will notify the Counterparty of the price change in advance.
4. If, after the time of the assignment, changes are made by the government or trade unions to wages, terms of employment, or social provisions, Brander.company has the right to demand full set-off.
5. If a fixed price has been agreed upon with the Counterparty, this fixed price shall apply only to the work and services specified in the Agreement. Any work and services provided or performed by Brander.company (or by Third Parties engaged by it) at the Counterparty's request as a supplement or modification thereto ("additional work") will be charged to the Counterparty on the basis of actual costs.
6. The following circumstances may give rise to additional work and, consequently, to billing in the manner provided for in the preceding paragraph:
 - a. an expansion or modification of the analysis, requirements, and specifications after they have been approved by the Counterparty;
 - b. expediting the assignment at the request of the Counterparty;

- c. requirements, wishes, preconditions, or expectations of the Counterparty that were not, not fully, or not sufficiently clearly communicated to Brander.company at the time the Agreement was entered into;
 - d. defects and shortcomings in products or services of Third Parties that Brander.company could not reasonably have foreseen, or over which Brander.company has limited or no influence;
 - e. Unforeseen circumstances that are not attributable to Brander.company and/or require immediate action.
7. The Counterparty shall be deemed to have consented to the performance of additional work and the associated costs if the Counterparty has allowed the additional work to be performed without indicating that it was not desired.
 8. Costs incurred by Brander.company that are attributable to causes beyond Brander.company's control may be charged to the Counterparty.
 9. If the Counterparty cannot agree to a price increase by Brander.company, the Counterparty has the right to terminate the agreement with Brander.company in writing.
 10. If the Counterparty has not terminated the Agreement within 30 days of Brander.company's notification of the price increase, the Counterparty shall be deemed to have agreed to the price and/or rate increase.

ARTICLE 6. PERFORMANCE OF THE AGREEMENT

1. Brander.company shall perform the Agreement to the best of its knowledge and ability and in accordance with the standards of good workmanship.
2. In performing the Agreement, Brander.company shall comply with the applicable legal regulations as they are or will be in force at the time of performance.
3. The work to be performed by Brander.company shall be carried out during the regular working hours applicable to Brander.company, unless otherwise agreed.
4. If Brander.company requires data—including permits, exemptions, and allocations—or useful and necessary information, or the provision of equipment and/or materials, etc., from the Counterparty for the performance of the Agreement, the performance period shall not commence until the Counterparty has made such items available to Brander.company in a correct and complete manner.
5. If telecommunications facilities, including the internet, are used in the performance of the Agreement, the Counterparty is responsible for the correct selection and the timely and adequate availability thereof, except for those facilities that are under the direct use and management of Brander.company.
6. If the data, materials, and/or cooperation necessary for the performance of the Agreement are not made available to Brander.company in a timely manner or in accordance with the agreements, Brander.company has the right to suspend performance in whole or in part, as well as to charge the Counterparty additional costs in accordance with the applicable rates.
7. Information, advice, proposals, or other data provided by Brander.company are provided to the best of its knowledge and in good faith, but are not binding unless expressly agreed otherwise in writing.
8. If the Counterparty fails to properly fulfill its obligations to Brander.company, the Counterparty shall be liable for all damages (including costs) incurred by Brander.company as a direct or indirect result thereof.
9. If the commencement or progress of the work is delayed by a circumstance attributable to the Counterparty and/or for which the Counterparty bears the risk, the Counterparty shall compensate Brander.company for any resulting damage.
10. Brander.company is at all times and unconditionally entitled to engage Third Parties at any time for the purpose of performing the work. Brander.company will exercise due care in selecting

Third Parties, but shall not be liable for any damage that is the direct or indirect result of acts or omissions by Third Parties (engaged by Brander.company). The Counterparty hereby grants Brander.company irrevocable and unconditional consent to accept the terms and conditions that Third Parties apply for the performance of their work—including limitations of liability—so that the general terms and conditions applied by the relevant Third Party may be invoked against the Counterparty. The obligations and claims—including limitations of liability—imposed on Brander.company by Third Parties may be invoked by Brander.company against the Counterparty.

11. Brander.company is entitled to transfer its rights and obligations under the Agreement, in whole or in part, to a Third Party, without the prior consent of the Counterparty being required. The Counterparty is obligated, upon Brander.company's first request, to provide all cooperation reasonably necessary for such a transfer, including the provision of statements or the signing of documents.
12. If Brander.company requires a deposit from the Counterparty and Brander.company has not yet received this deposit, Brander.company reserves the right to suspend performance of the Agreement until the required deposit has been received by Brander.company.
13. Brander.company is entitled to perform the Agreement in various phases and to invoice the completed portion separately.
14. If the Agreement is performed in phases, Brander.company may suspend the performance of those parts belonging to a subsequent phase until the Counterparty has approved the results of the preceding phase in writing.

ARTICLE 7. MODIFICATIONS

1. Brander.company reserves the right, in the context of the further development or optimization of its services, to implement updates, enhancements, improvements, or modifications at any time, provided that this does not substantially limit the core functionality of the relevant Service.
2. Such changes do not entitle the Counterparty to terminate the Agreement, claim damages, or suspend any obligation.

ARTICLE 8. OBLIGATIONS OF COUNTERPARTY

1. The Counterparty shall provide all cooperation reasonably necessary for the proper performance of the Agreement, including the timely provision of accurate, complete, and up-to-date information, documents, and instructions.
2. The Counterparty guarantees the accuracy and completeness of all information and data provided by or on behalf of it.
3. If the Counterparty fails to fulfill the aforementioned obligations, Brander.company has the right to suspend the performance of the Agreement or to charge any additional costs.
4. Brander.company is not liable for damage or defects that are (partly) the result of incorrect or incomplete data provided by the Counterparty.
5. If the Counterparty consists of two or more natural and/or legal persons, these persons are each jointly and severally liable for the fulfillment of the obligations arising from the Agreement.
6. If telecommunications facilities, including internet connections, are used in the performance of the Agreement, the Counterparty is responsible for the correct selection and the timely and adequate availability thereof, except to the extent that these facilities fall under the direct use and management of Brander.company.
7. The Counterparty shall not use (or cause to be used) the services provided under the Agreement or the files and data made available in any way for unlawful acts, the commission

of criminal offenses, and/or for acts that burden or disrupt the services, the data and files, or internet traffic, or that may otherwise cause damage to Brander.company.

8. The Counterparty is obligated to provide, upon Brander.company's first request, all cooperation deemed necessary by Brander.company for the performance of the Agreement.
9. The Counterparty is obligated to fully comply with all applicable national and international laws and regulations.
10. If Brander.company and/or competent authorities provide the Counterparty with instructions in any form whatsoever, the Counterparty is obligated to comply with these instructions. The Counterparty indemnifies Brander.company against any claims by third parties in this regard.

ARTICLE 9. SECURITY

1. If, in the course of performing the Agreement, Brander.company gains access to the Counterparty's digital environments, networks, or systems, the Counterparty shall promptly provide Brander.company with the necessary access rights and instructions.
2. The Counterparty is responsible for providing access rights in a timely and secure manner, and indemnifies Brander.company against any damage resulting from incorrect, incomplete, or insecure configuration of its systems or access facilities.
3. The Counterparty shall promptly notify Brander.company of any security rules, confidentiality protocols, or other procedures applicable to digital access.

ARTICLE 10. AMENDMENTS TO THE AGREEMENT

1. Additions and amendments to the Agreement are binding on Brander.company only to the extent that they have been confirmed in writing by Brander.company.
2. Without thereby being in default, Brander.company may refuse a request to amend the Agreement, including if such an amendment could have qualitative and/or quantitative consequences, for example, for the work to be performed in that context.
3. If amendments to the Agreement result in an increase or decrease in costs, any resulting change to the agreed price must be agreed upon in writing between the Parties.
4. If the amendment or addition to the Agreement will have financial and/or qualitative consequences, Brander.company will inform the Counterparty of this in advance.

ARTICLE 11. CANCELLATION

1. If the Counterparty cancels and/or refuses to perform the Agreement, it is obligated to accept and pay for the Agreement already approved by Brander.company at cost price, including wages and social security contributions, and is further obligated to Brander.company to provide full compensation for work already performed. The Counterparty shall also owe Brander.company compensation in the amount of 1/3 of the agreed price. The Counterparty is further obligated to indemnify Brander.company against claims by third parties arising from the cancellation and/or refusal of the Agreement.
2. Without prejudice to the provisions of the preceding paragraph of this ARTICLE, Brander.company reserves all rights to demand full performance of the Agreement and/or full compensation.
3. The granting or non-granting of subsidies, financing, and other unforeseen circumstances shall never constitute grounds for canceling the Agreement, unless otherwise agreed in writing between the Counterparty and Brander.company.

ARTICLE 12. TERMS AND AVAILABILITY

1. All timelines specified by Brander.company for the commencement or completion of work, implementations, the provision of services, functionalities, or other deliverables are indicative, unless expressly agreed otherwise in writing.
2. Exceeding an agreed-upon deadline does not automatically constitute a default on the part of Brander.company. Default only occurs after a written notice of default in which the Counterparty has given Brander.company a reasonable period of at least 14 days to comply.
3. In the event of a foreseeable delay, Brander.company will inform the Counterparty as soon as possible.
4. The services offered by Brander.company are provided on a "reasonable efforts" basis, unless a Service Level Agreement (SLA) is explicitly included in the Agreement.
5. To the extent applicable to the services, the Parties may make further agreements regarding service levels, response times, prioritization, and availability (SLA).
6. Reports of malfunctions, incidents, or requests for support must be submitted via the communication channels designated by Brander.company, such as a ticket system, email, or, in urgent cases, by telephone.
7. Brander.company will endeavor to address reports within a reasonable timeframe, with priority depending in part on the nature and severity of the incident. Nadere afspraken over responstijden, oplostijden en prioriteiten worden, indien van toepassing, vastgelegd in een afzonderlijke SLA of Overeenkomst.
8. Further agreements regarding response times, resolution times, and priorities shall, if applicable, be set forth in a separate SLA or Agreement.
9. Disruptions in the availability of the services entitle the Counterparty exclusively to the remedies set forth in any applicable SLA or, in the absence thereof, to reasonable efforts by Brander.company to restore service.
10. Temporary restrictions or interruptions due to maintenance, updates, or security measures do not entitle the Counterparty to compensation, termination, or suspension of obligations.

ARTICLE 13. DELIVERY, MAKING AVAILABLE, AND ACCEPTANCE

1. Services or other work performed by Brander.company shall be deemed to have been delivered or made available at the moment that Brander.company
 - a. has notified the Counterparty in writing or electronically that the service has been completed, or
 - b. has actually completed the service at or for the Counterparty, or as soon as the Counterparty has taken the delivered service into use, in whole or in part.
 - c. the Counterparty fails to report any objections or defects in writing, stating the reasons, within ten (10) business days of completion/delivery.
2. If the Counterparty makes use of the work performed, services provided, or results delivered by Brander.company, this shall be deemed to constitute acceptance and implicit approval of their proper performance, unless demonstrable defects are reported in writing with a detailed explanation within the period specified above.

ARTICLE 14. RIGHTS OF USE AND ACCESS RESTRICTIONS

1. All intellectual property rights, including copyrights, database rights, and other rights relating to the advice, reports, designs, configurations, scripts, documentation, and other results of work developed, delivered, or made available by Brander.company under the Agreement, are vested exclusively in Brander.company or its licensors, unless expressly agreed otherwise in writing by Brander.company.

2. To the extent necessary for the use of the results of the work, the Counterparty shall be granted exclusively a non-exclusive, non-transferable, and non-pledgeable right of use for the duration of the Agreement and solely for the benefit of its own organization.
3. Brander.company is entitled to suspend the performance of its services in whole or in part (temporarily) if the Counterparty fails to meet its payment obligations on time, acts in breach of the Agreement or these Terms and Conditions, or otherwise fails to fulfill its obligations.
4. If and to the extent that Brander.company holds data, results, or (intermediate) products in the context of its services, Brander.company is entitled to suspend the release or provision thereof until the Counterparty has fulfilled all its (payment) obligations.

ARTICLE 15. SUSPENSION AND TERMINATION

1. Brander.company is entitled, without prior written notice of default, to suspend performance of the obligations or to terminate the Agreement (in whole or in part) if:
 - a. the Counterparty fails to fulfill its obligations under the Agreement, or fails to do so in full;
 - b. circumstances that come to Brander.company's attention after the conclusion of the Agreement give good reason to fear that the Counterparty will not fulfill its obligations. If there is good reason to fear that the Counterparty will fulfill its obligations only partially or improperly, the suspension is permitted only to the extent that the failure justifies it;
 - c. the Counterparty was requested upon conclusion of the Agreement to provide security for the fulfillment of its obligations under the Agreement, and such security has not been provided or is insufficient;
 - d. the Counterparty enters into a stay of payments, or a stay of payments is requested;
 - e. The Counterparty is declared bankrupt;
 - f. A request for the application of a debt restructuring plan for the Counterparty is filed;
 - g. The Counterparty is placed under guardianship or administration;
 - h. The Counterparty's assets are seized in connection with substantial debts, and this seizure is maintained for longer than two (2) months;
 - i. The Counterparty ceases its business operations in whole or in part or otherwise liquidates.
2. Notwithstanding any provision to the contrary in this Agreement, Brander.company is entitled to temporarily suspend the performance of the Agreement, in whole or in part, if:
 - a. Brander.company reasonably determines that:
 - i. there is a security incident, threat, or attack relating to systems, infrastructure, data, or other (IT) environments to which the services relate or that affects or may affect the services;
 - ii. the acts or omissions of the Counterparty constitute a security risk or lead or may lead to disruption of the systems of Brander.company, the Counterparty, or third parties;
 - iii. the Counterparty uses the services for unlawful, fraudulent, or otherwise unauthorized purposes;
 - iv. the Counterparty has transferred assets to creditors, or has become involved in any form of bankruptcy, reorganization, liquidation, or similar proceeding, to the extent permitted under applicable law;

- v. continuation of the provision of services by Brander.company to the Counterparty would be in violation of applicable laws or regulations;
 - b. a third party or supplier engaged by Brander.company has suspended or terminated the provision of services or products necessary for the performance of the Agreement;
3. Termination or suspension on the grounds specified in paragraphs 1 and 2 shall be without prejudice to Brander.company's right to compensation for damages in the form of any loss, loss of profits, and other damages that may arise as a result.
4. Brander.company has the right to terminate an Agreement immediately if:
 - Brander.company ceases the production of any delivered item, product, or service;
 - Control rights in the Counterparty's business are transferred in whole or in part to a third party.
5. Furthermore, Brander.company is authorized to terminate (or have it terminated) if circumstances arise that are of such a nature that performance of the Agreement is impossible or can no longer be reasonably expected, or if other circumstances arise that are of such a nature that continued maintenance of the Agreement in its current form cannot reasonably be expected.
6. If the Agreement is terminated, Brander.company's claims against the Counterparty shall become immediately due and payable. If Brander.company suspends performance of its obligations, it shall retain its claims under the law and the Agreement.
7. Suspension or termination as referred to in this article does not release the Counterparty from its payment obligations and does not affect Brander.company's right to compensation. Upon termination of the Agreement, all claims by Brander.company against the Counterparty become immediately due and payable.
8. Brander.company shall never be liable to the Counterparty for any damages or payment due to termination of the Agreement on the grounds set forth in this article, without prejudice to Brander.company's right to full compensation from the Counterparty for breach of its obligations as referred to above and without prejudice to the other rights to which Brander.company is entitled.

ARTICLE 16. PAYMENT

1. Payment must be made within fifteen (15) days of the invoice date, unless the Parties have agreed in writing to a different term. Depending on the nature of the services, this may vary between, among other things, installment billing, periodic billing (e.g., monthly), or post-calculation. Brander.company is entitled to issue periodic invoices.
2. All payment terms are to be regarded as strict deadlines, unless expressly agreed otherwise in writing.
3. Payment shall be made in the manner specified by Brander.company, in the currency in which the invoice is issued, and in the manner specified by Brander.company.
4. If the Counterparty fails to make payment within the period specified in paragraph 1, it shall be in default by operation of law. The Counterparty shall then owe statutory commercial interest on the amount due. The Counterparty shall also owe contractual interest on the amount due at a rate of 2% per month or part thereof. These amounts shall be calculated from the moment the Counterparty is in default until the moment of full payment of the invoice amount(s).
5. All payments made by the Counterparty shall first be applied to settle all interest and costs owed. Only thereafter shall the payment be applied to settle the oldest outstanding invoices, regardless of whether the Counterparty specifies that the payment relates to a later invoice.

6. If the Counterparty fails to fulfill its obligations (in a timely manner), all reasonable costs incurred in obtaining satisfaction out of court shall be borne by the Counterparty.
7. The extrajudicial costs are calculated based on the scale set forth in the Act on the Standardization of Extrajudicial Collection Costs and the accompanying Decree on Compensation for Extrajudicial Collection Costs.
8. Any judicial and enforcement costs incurred will also be recovered from the Counterparty.
9. In the event of late payment, Brander.company is entitled to immediately suspend or terminate the services to the Counterparty, or to require payment in cash for future services.
10. Any right of the Counterparty to set off or suspend payment, on whatever grounds and for whatever reason, is expressly excluded. Brander.company reserves the right not to fulfill orders or provide services if the Counterparty has not paid previous suppliers, service providers, or other contracting parties within the agreed payment term. Brander.company is not liable for any damages incurred by the Counterparty as a result thereof.
11. Payments made by the Counterparty shall always be applied as follows:
 - a. firstly: all interest and (collection) costs due;
 - b. secondly: to the longest-outstanding invoices that are due and payable, even if the Counterparty states that the payment relates to a later invoice.Brander.company is entitled, without thereby being in default, to refuse an offer of payment if the Counterparty specifies a different order for the allocation of the payment. Brander.company may refuse full repayment of the principal amount if the overdue and current interest and collection costs are not also paid at the same time.

ARTICLE 17. ADVANCE PAYMENT | SECURITY

1. Brander.company is entitled to request full or partial advance payment of the agreed price before commencing performance of the Agreement. As long as the Counterparty has not fulfilled this obligation, Brander.company shall have no obligation whatsoever to (further) perform the Agreement.
2. Unless otherwise agreed in writing, the Counterparty is obligated to pay the amount due before the commencement of the services or within the agreed payment term. If the commencement or performance of the services is delayed due to a circumstance attributable to the Counterparty, Brander.company is entitled to charge the resulting costs and additional work to the Counterparty.
3. After the conclusion of the Agreement, Brander.company may require security if it has good reason to fear that the Counterparty will not fulfill its payment obligation. If and as long as the Counterparty refuses or is unable to provide security in such a case, Brander.company is entitled to interrupt or suspend the performance of or access to its services (including software and online platforms).

ARTICLE 18. WARRANTIES

1. Brander.company will use its best efforts to provide the services it delivers to the best of its ability and in accordance with the agreements made with the Counterparty.
2. Brander.company does not guarantee that the services it provides or any results thereof:
 - a. will meet the specific objectives or expectations of the Counterparty or any Counterparty;
 - b. will achieve a specific result, unless expressly agreed;
 - c. will function uninterrupted or error-free;
 - d. will be compatible with any other third-party systems, software, platforms, or services;

3. Brander.company's services may depend in part on factors beyond its control, including the Counterparty's systems, infrastructure, internet connections, and third-party services. Brander.company is not liable for any limitations, disruptions, or defects arising therefrom.
4. The following are excluded from the warranty:
 - a. the Counterparty fails to fulfill its obligations under the Agreement;
 - b. there is improper, negligent, or unauthorized use of the services;
 - c. changes have been made by or on behalf of the Counterparty or third parties without Brander.company's consent;
 - d. defects result from external factors, including malfunctions in third-party systems or the Counterparty's systems.
5. The Counterparty is obligated to inspect the results of the services as soon as possible after delivery or performance. Any defects must be reported to Brander.company in writing, with a detailed explanation, within a reasonable period, but no later than 30 (thirty) days after discovery. Reports submitted outside these timeframes cannot give rise to repair, replacement, or compensation. Reports must include a clear and detailed description of the problem.
6. In the event of a timely and valid report of a defect, Brander.company will endeavor to resolve the reported problem within a reasonable period of time through repair or an alternative solution, at Brander.company's discretion.
7. Warranties shall lapse if the Counterparty fails to fulfill its obligations under the Agreement, or if the service is used in violation of Brander.company's instructions or the terms of use.
8. The warranty does not cover the suitability of the service for any specific use intended by the Counterparty, unless this has been expressly agreed in writing.
9. Brander.company is not liable for damages resulting from temporary unavailability of the service, provided that Brander.company demonstrably makes adequate efforts to resolve malfunctions and restore availability within a reasonable timeframe
10. Upon expiration of the agreed subscription term or warranty period, repair or maintenance costs, including any administrative costs, may be charged to the Counterparty.

ARTICLE 19. FORCE MAJEURE

1. Brander.company is not obligated to fulfill any obligation toward the Counterparty if it is prevented from doing so as a result of a circumstance that is not attributable to its fault and for which it is not liable under the law, a legal act, or generally accepted business practices.
2. In the event of temporary force majeure, Brander.company is entitled to extend the deadlines within which the Agreement must be performed by the duration of the temporary impediment. If the aforementioned impediment lasts longer than two months, the Counterparty may demand (partial) termination of the Agreement, without the Counterparty being entitled to compensation, without prejudice to the Counterparty's (payment) obligations regarding the part of the Agreement already performed by Brander.company.
3. Force majeure is defined as: any circumstance beyond Brander.company's control that wholly or partially prevents the fulfillment of its obligations toward the Counterparty, or under which it cannot reasonably be expected of Brander.company to fulfill such obligations, regardless of whether that circumstance was foreseeable at the time the Agreement was concluded. In any case—though not limited to—force majeure includes:
 - a. war, threat of war, armed conflict, and similar situations;
 - b. pandemics or epidemics and associated government measures;
 - c. strikes, blockades, plant occupations, work stoppages;

- d. force majeure or failures on the part of suppliers or third parties or suppliers engaged by Brander.company;
 - e. disruptions in electricity supply, telecommunications, the internet, data centers, or cloud and network services;
 - f. failure or errors in third-party systems, software, networks, or infrastructure;
 - g. loss of access to third-party systems, environments, or services necessary for the performance of the Agreement;
 - h. fire, flood, explosion, natural disasters, burglary, sabotage, or other calamities;
 - i. loss or damage to data (files);
 - j. other serious disruptions in Brander.company's business operations that fall outside its sphere of risk.
4. If, at the time the force majeure event occurs, Brander.company has already partially fulfilled its obligations or can only partially fulfill them, Brander.company is entitled to invoice the portion of the Agreement that has already been performed, or the portion that is to be performed, separately.

ARTICLE 20. LIABILITY

1. Brander.company shall not be liable for any damage suffered or to be suffered by the Counterparty, of whatever nature and/or extent, arising out of or in connection with the performance of the Agreement, including damage to property belonging to the Counterparty (or Third Parties), as well as indirect damage, including, for example, business interruption, consequential damage, lost profits, lost savings, and damage due to business downtime.
2. Brander.company shall never be liable to the Counterparty for any damage and/or costs, of whatever nature and/or extent, that are in any way related to or arising from acts, omissions, errors, and/or the quality of the work, products, or services provided by Third Parties engaged by Brander.company in the performance of the Agreement.
3. The provisions of paragraphs 1 and 2 do not apply in cases of intent or willful recklessness on the part of Brander.company. A series of related events or claims shall be deemed a single event or claim for this purpose.
4. If Brander.company is liable for direct or indirect damages to the Counterparty, any liability on the part of Brander.company shall be limited to the amount paid out in the relevant case under its liability insurance, plus the amount of any deductible that, according to the policy terms, is not borne by the insurer. If and to the extent that, for whatever reason, no payment is made under the liability insurance, liability is limited to a maximum of the invoice amount. In no event, however, shall the total compensation for damages exceed €10,000.00 (ten thousand euros).
5. "Direct damage" shall be understood to mean exclusively:
 - a. the reasonable costs incurred to determine the cause and extent of the damage, to the extent that such determination relates to damage as defined in these Terms and Conditions;
 - b. any reasonable costs incurred to bring Brander.company's defective performance into compliance with the Agreement, unless such costs cannot be attributed to Brander.company;
 - c. reasonable costs incurred to prevent or limit damage, to the extent that the Counterparty demonstrates that these costs have led to a limitation of direct damage as referred to in these Terms and Conditions.
6. To the extent that the Counterparty has not yet been invoiced in a given case, the term "invoice amount" in the aforementioned text of this article shall be read as "the agreed fixed

- price" or "standard rate" that would have been charged to the Counterparty for the services performed, which gave rise to the damage.
7. The Counterparty indemnifies Brander.company against all claims by Third Parties regarding damage in connection with the Agreement performed by Brander.company, unless it is legally established that these claims result from intent or gross negligence on the part of Brander.company, and the Counterparty further demonstrates that it bears no blame whatsoever in this regard.
 8. Brander.company is not liable for damage or costs resulting from loss or misuse. The Counterparty must immediately report any loss, theft, or misuse by third parties to Brander.company.
 9. Brander.company's liability for damages resulting from death or bodily injury or from material damage to property shall in no event exceed a total of €1,250,000.
 10. Unless and to the extent that Brander.company performs work on the Counterparty's systems or environments pursuant to the Agreement, the Counterparty remains responsible at all times for the integrity, availability, and security of its data and systems.
 11. The Counterparty may not successfully invoke a warranty, nor may it hold Brander.company liable on any other grounds, if the damage arose:
 - a. due to improper use or use contrary to the intended purpose or the instructions, advice, user guides, manuals, handbooks, guides, etc. provided by or on behalf of Brander.company;
 - b. due to errors or omissions in the data provided to Brander.company by or on behalf of the Counterparty;
 - c. due to directions or instructions from or on behalf of the Counterparty;
 - d. because repairs or other work or modifications to the delivered goods were performed by or on behalf of the Counterparty without the express prior consent of Brander.company.
 12. Furthermore, Brander.company shall not be liable if a failure on the part of Brander.company is the result of:
 - a. labor disputes involving third parties or its own staff;
 - b. failure on the part of auxiliary personnel;
 - c. fire and loss;
 - d. measures taken by any domestic, foreign, or international government;
 - e. violent or armed actions; or
 - f. disruptions in power supplies, communication links, or in Brander.company's equipment or software;
 - g. consequential damages;
 - h. an incorrect order or assignment;
 - i. incorrect applicability to another component;
 - j. invoicing or tax-related damages;
 13. The period during which Brander.company may be held liable for the established damages shall not exceed twelve (12) months from the date on which the obligation to pay damages is established.

ARTICLE 21. RISK AND LIABILITY

The risk of loss, damage, or unauthorized access to the Counterparty's data, systems, or IT environments shall at all times rest with the Counterparty, unless expressly agreed otherwise in writing. If and to the extent that Brander.company performs work on or has access to the Counterparty's systems or data within the scope of the Agreement, the Counterparty remains responsible for the integrity, availability, and security of its data and systems.

ARTICLE 22. ONGOING SERVICES

1. If the Agreement relates to ongoing services and/or the periodic or regular provision of services (such as, but not limited to, subscriptions or maintenance), the Agreement is entered into for the term agreed upon by the parties; in the absence of such an agreement, a term of one (1) year shall apply. The term of the Agreement shall be tacitly renewed each time for the duration of the original period, unless the Counterparty or Brander.company terminates the Agreement in writing, subject to a notice period of thirty (30) days prior to the end of the relevant period. Termination by the Counterparty must be effected by registered letter.
2. Brander.company is entitled to provide temporary solutions, adjustments, or instructions within the scope of the services. The Counterparty shall follow Brander.company's reasonable instructions, to the extent necessary for the performance of the Agreement.
3. To the extent that the services relate to the maintenance or management of systems, Brander.company is entitled to implement changes or improvements that it deems necessary for the functioning or security of the relevant systems or services.
4. Unless expressly agreed otherwise in writing, Brander.company is not responsible for managing the Counterparty's IT environment, including the operation, security, and availability of systems, networks, hardware, software, and internet connections on the Counterparty's side.

ARTICLE 23. RIGHT OF USE

1. To the extent that Brander.company makes software, tools, documentation, scripts, or other deliverables available under the Agreement, the Counterparty shall obtain only a non-exclusive, non-transferable, and non-sublicensable right to use these for the duration of the Agreement and exclusively for use within its own organization.
2. The Counterparty is not permitted to make the right of use available to third parties, in whole or in part, or to sell, rent, sublicense, or otherwise transfer it, unless Brander.company has given prior written consent.
3. The Counterparty is responsible for the use of the resources made available by its employees and by third parties engaged by it.
4. Upon termination of the Agreement, the right of use shall lapse by operation of law, and the Counterparty must cease using the relevant resources.

ARTICLE 24. INTELLECTUAL PROPERTY

1. All intellectual property rights, including copyrights and database rights, relating to advice, reports, designs, analyses, configurations, scripts, documentation, and other results of work developed or made available by Brander.company under the Agreement are vested exclusively in Brander.company or its licensors, unless expressly agreed otherwise.
2. Brander.company is entitled to use the knowledge it has acquired to perform Agreements other than the Agreement with the Counterparty. In doing so, Brander.company will take into account any confidential information, ensuring that such information is not shared with Third Parties or in the performance of other Agreements.
3. To the extent that Brander.company grants access to systems or resources managed by it under the Agreement, it is entitled to terminate such access upon termination of the Agreement or upon expiration of the right of use.
4. The Counterparty is not permitted to use, copy, disclose, or make available to third parties in any manner any works or materials subject to intellectual property rights without the prior written consent of Brander.company.

5. The Counterparty is not permitted to remove or circumvent technical measures or indications regarding intellectual property.
6. Brander.company is entitled to take technical and organizational measures to protect its intellectual property.
7. Upon the expiration or earlier termination of the Agreement, the Counterparty is obligated to immediately cease using the services or the materials made available. The Counterparty shall immediately remove, destroy, or, if requested, return to Brander.company all copies, duplicates, or reproductions of material subject to Brander.company's intellectual property rights—regardless of the medium or form. Upon Brander.company's first request, the Counterparty shall confirm in writing that this obligation has been fully complied with.
8. For each breach of this article, the Counterparty shall owe Brander.company an immediately payable penalty of €3,000 per violation, plus €500 per day for as long as the violation continues, without prejudice to Brander.company's right to claim full compensation.

ARTICLE 25. CONFIDENTIALITY AND DATA PROCESSING

1. The Counterparty undertakes to maintain strict confidentiality regarding all information of a confidential nature that it receives from or about Brander.company in connection with the Agreement, regardless of whether such information is provided orally, in writing, digitally, or by any other means. Confidential information includes, but is not limited to: information relating to operations, systems, data, documentation, prices, technical information, customer data, business operations, and other information whose confidential nature is or should reasonably have been apparent.
2. The Counterparty shall take all reasonable measures to prevent confidential information from becoming known to third parties. The Counterparty shall use the confidential information exclusively for the performance of the Agreement and shall not copy, disclose, or make it available to third parties without the prior written consent of Brander.company.
3. If Brander.company is required, pursuant to a statutory provision or a court ruling, to disclose confidential information to a third party designated by law or by a judicial authority, and Brander.company cannot in such case invoke a statutory or court-recognised right of privilege, Brander.company shall not be liable for any damages or compensation, and the Counterparty shall not be entitled to terminate the Agreement on the basis of any resulting damage.
4. Brander.company processes personal data in accordance with applicable privacy laws and regulations, including the General Data Protection Regulation (GDPR).
5. The Counterparty warrants that it complies with all obligations incumbent upon it under the GDPR and other relevant legislation concerning the processing of personal data. The Counterparty is responsible for obtaining all required consents from data subjects and for making any necessary notifications to the Dutch Data Protection Authority or other supervisory authorities.
6. Upon first request of Brander.company, the Counterparty shall provide all information necessary to demonstrate compliance with applicable privacy legislation.
7. The Counterparty shall fully indemnify Brander.company against all claims from third parties, including supervisory authorities, data subjects or other parties, arising from a breach of privacy legislation, including the GDPR.
8. The Counterparty shall fully indemnify Brander.company against all claims from third parties – including supervisory authorities, data subjects or other parties – arising from a breach of privacy legislation, including the GDPR, or other applicable data processing regulations attributable to the Counterparty.

9. The Counterparty shall also indemnify Brander.company against claims from third parties, including governmental authorities, arising from the Counterparty's failure to comply with statutory retention periods.

ARTICLE 26. COMPLAINTS PROCEDURE

1. Complaints regarding the performance of the Agreement and/or the invoice must be submitted to Brander.company in writing, fully and clearly described, within a reasonable time after the Counterparty has discovered the defects (in case of dispute, a reasonable period shall be deemed to be 8 days). A complaint shall not suspend the payment obligations of the Counterparty. The same applies to parts of the Agreement that are not in dispute between the Parties.
2. Complaints submitted to Brander.company shall be answered within 14 days from the date of receipt. If a complaint requires a longer processing time, Brander.company shall respond within the 14-day period with an acknowledgement of receipt and an indication of when a more detailed response can be expected.
3. On pain of inadmissibility of any claims, the Counterparty must inspect the services or work for defects immediately after performance and must report any defects to Brander.company, at the latest, within 30 days after delivery or availability, if such inspection cannot reasonably take place immediately or within the aforementioned periods.
4. The Counterparty shall in any case allow Brander.company a period of 4 weeks and provide all reasonable cooperation to resolve the complaint in mutual consultation.
5. If the work, services, results or other performances carried out by Brander.company have been delivered, put into use, or confirmed in writing as accepted, and the Counterparty has not submitted a timely and specified complaint within the period set out in these terms, any later complaint shall be deemed inadmissible. If a defect can no longer be objectively established, the complaint shall likewise not be taken into consideration.
6. A well-founded complaint shall be handled in a manner to be determined by Brander.company, for example by adjusting the invoice, re-performing the Agreement or replacement.

ARTICLE 27. NON-SOLICITATION

The Counterparty is not entitled, both during the term of the Agreement and after its termination, to employ or otherwise engage personnel of Brander.company, unless prior written consent has been obtained from Brander.company and the Parties have agreed on a corresponding compensation.

ARTICLE 28. DISPUTES

1. All legal relationships to which Brander.company is a party shall be governed exclusively by Dutch law. This shall also apply if an obligation is wholly or partly performed abroad or if the party involved in the legal relationship is domiciled there.
2. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
3. The court in the place of business of Brander.company shall have exclusive jurisdiction to hear disputes, unless mandatory law provides otherwise. Nevertheless, Brander.company shall be entitled to submit the dispute to the court competent under applicable law.
4. The Parties shall only resort to the courts after having made every effort to resolve the dispute in mutual consultation.

ARTICLE 29. FINAL PROVISIONS

1. These Terms and Conditions have been filed with the Chamber of Commerce under number 73663999.
2. Brander.company is entitled to unilaterally amend or supplement these Terms and Conditions. Minor changes may be implemented at any time. Substantial amendments will be discussed with the Counterparty in advance. The most recently filed version, or the version applicable at the time of conclusion of the Agreement, shall always apply.
3. If these Terms and Conditions are available in multiple languages, the Dutch version shall prevail in the event of any discrepancies.

HOOFDSTUK 2: Subscriptions

ARTICLE 1. APPLICABILITY

1. This chapter applies exclusively to Subscriptions or other periodic or ongoing services offered by Brander.company (hereinafter also referred to as "Subscription(s)").
2. Unless explicitly agreed otherwise, the provisions of this chapter are supplementary to the provisions set out in Chapter 1.
3. The provisions of this chapter do not apply to services provided by Brander.company that fall outside the scope of a Subscription or that are not of a periodic or ongoing nature. Such services are governed exclusively by the provisions of Chapter 1 and, if applicable, Chapter 3.
4. In the event of any conflict between the provisions of Chapter 1 and this Chapter 2, the provisions of this Chapter 2 shall prevail with respect to Subscriptions.

ARTICLE 2. SERVICES

1. Subscription may include, but is not limited to, the provision by Brander.company, during the agreed term, of services such as management, monitoring, maintenance, support and other IT-related activities, as further described in the Agreement.
2. If the Counterparty wishes to make use of additional services or functionalities not included in the Subscription, Brander.company shall be entitled to charge additional fees. The provisions of these Terms and Conditions (Chapter 1) shall apply in full to such additional services.
3. To the extent that access to systems, tools or environments is provided in the context of the services, the Counterparty shall be responsible for the proper use thereof and for the management of any access credentials.

ARTICLE 3. TERM AND TERMINATION

1. Unless agreed otherwise in writing, the Subscription shall be entered into for an initial term of one (1) year, commencing on the start date specified in the Agreement.
2. Upon expiry of the initial term, the Subscription shall be automatically renewed for successive periods of equal duration, unless either Party terminates the Subscription in writing no later than three (3) months prior to the end of the then-current subscription period.
3. Termination must be effected in writing, either by registered mail or by email with confirmation of receipt. Termination shall only be deemed received after Brander.company has confirmed receipt in writing.
4. Brander.company reserves the right, without stating reasons, to refuse a Subscription. Brander.company also reserves the right, in the event that an internally determined maximum number of subscribers is exceeded, to place new applicants on a waiting list.
5. Early termination by the Counterparty shall not entitle the Counterparty to any refund of (part of) the subscription fee already paid. The full subscription fee for the current period shall remain due and payable in full.

ARTICLE 4. FORMATION OF THE SUBSCRIPTION

1. The Counterparty's right to the subscription services of Brander.company shall arise only after the full subscription fee has been received by Brander.company, unless otherwise agreed in writing between the Parties.
2. Until full payment has been received, Brander.company reserves the right to suspend access to its services, without this giving rise to any liability on its part or any right to compensation on the part of the Counterparty.

ARTICLE 5. PAYMENT

1. Unless explicitly agreed otherwise in writing, the Counterparty shall be obliged to pay the full subscription fee prior to the relevant subscription period. The Parties may contractually agree on periodic or alternative invoicing arrangements.
2. Invoicing shall take place in accordance with the frequency agreed in the Agreement, whereby fees shall in principle be invoiced in advance, unless otherwise agreed in writing.
3. If the Counterparty fails to fulfil its payment obligations in a timely manner, Brander.company shall be entitled—without prior notice of default or judicial intervention—to suspend its obligations.
4. Suspension shall not release the Counterparty from its payment obligations, and Brander.company shall not be liable for any damage resulting from such suspension.

ARTICLE 6: PRIVACY EN GDPR (AVG)

1. Brander.company B.V. processes personal data in the context of the performance of the Subscription in accordance with applicable privacy laws and regulations, including the General Data Protection Regulation (GDPR). Personal data shall only be processed to the extent necessary for the performance of the Agreement.
2. By entering into the Subscription, the Counterparty consents to the processing of personal data relating to itself and to other persons within its organisation, insofar as such data is necessary for the performance of the Subscription. In this respect, the Counterparty shall be regarded as the data controller, and Brander.company B.V. shall act as the data processor, unless explicitly agreed otherwise in writing.
3. Brander.company B.V. shall take appropriate technical and organisational measures to protect personal data against loss or unlawful processing, taking into account the state of the art, implementation costs, and the nature and scope of the processing.
4. Communication between Brander.company and the Counterparty may be stored on a secure data carrier managed by Brander.company. The Counterparty consents to this insofar as it is necessary for the performance of the Subscription.
5. Brander.company shall not disclose personal data to third parties, unless:
 - this is necessary for the performance of the Subscription;
 - there is a legal obligation to disclose such data; or
 - the Counterparty has given prior and explicit consent.
6. The Counterparty warrants that it is entitled to provide personal data to Brander.company and shall indemnify Brander.company against all claims from third parties in connection with unlawful processing of personal data by or on behalf of the Counterparty.

ARTICLE 7. AMENDMENT OF TERMS OR FEES

1. All Subscriptions and pricing structures shall be reviewed annually by Brander.company. Brander.company reserves the right to adjust its fees and terms on an annual basis.
2. If a price increase exceeds ten percent (10%), the Counterparty shall have the right to terminate the Subscription with immediate effect, provided that such termination is made in writing within thirty (30) days after notification of the change.

3. If the Counterparty does not make use of this right of termination within the specified period, it shall be deemed to have accepted the announced change.

ARTICLE 8. MISUSE

1. If the Counterparty makes improper use of the Subscription or acts in violation of the applicable provisions of these Terms and Conditions, the Agreement, or the objectives of Brander.company, Brander.company shall be entitled to suspend or terminate the Subscription with immediate effect without prior notice.
2. In the event of suspension or termination due to misuse, no refund of subscription fees already paid shall be granted. In the case of periodic payments, the full subscription fee for the current period shall remain due and payable.
3. Brander.company B.V. applies a "fair use" policy. This means that the Counterparty shall refrain from excessive, disruptive or inappropriate use of the services. What constitutes excessive use shall be determined solely by Brander.company. In the event of a breach of this policy, Brander.company shall be entitled to temporarily or permanently terminate the Subscription.