



General Terms & Conditions

Wolters Kluwer Tax and Accounting Nederland B.V. for Product 'Twinfield Boekhouden' (Twinfield Accounting), 'Twinfield Samenwerken' (Twinfield Cooperation), 'Services' (Consultancy and Training) and 'Twinfield Dossierflow'

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General Terms & Conditions

Wolters Kluwer Tax and Accounting Nederland B.V. for Product 'Twinfield Boekhouden' (Twinfield Accounting), 'Twinfield Samenwerken' (Twinfield Cooperation), 'Services' (Consultancy and Training) and 'Twinfield Dossierflow'

These General Terms and Conditions apply to the products and services named before of Wolters Kluwer Tax and Accounting Nederland B.V. The General Terms and Conditions are not applicable on other products. Other General Terms and Conditions are applicable for these products and services.

Wolters Kluwer Tax and Accounting Nederland B.V., entered at the Chamber of Commerce under number 30173996, with its registered office in Hoevelaken and principal place of business at Beek 9-15, 3871 MS Hoevelaken.

These General Terms and Conditions consist of the following sections:

- I. **General**
- II. **Chapter – Product: 'Twinfield Boekhouden' (Twinfield Accounting)**
- III. **Chapter – Product: 'Twinfield Samenwerken' (Twinfield Cooperation)**
- IV. **Chapter – Services (Consultancy and Training)**
- V. **Chapter – Product: 'Twinfield DossierFlow'**

I. General

Definitions

Several terms are defined in these General Terms and Conditions. These terms are always capitalized and can be used in both the singular and the plural form. Besides these terms, there are terms in the Chapters that refer to the specified Services and Products that supplement the terms in this section of the General Terms and Conditions. Some of those terms are used in this section of the General Terms and Conditions.

These terms have the following meanings:

- Agreement:** the agreement between the Parties, which consists of the Order Form, the General Terms and Conditions (General section and applicable Chapter or Chapters), and any other written documents or appendices;
- Chapter:** The section of the General Terms and Conditions containing provisions that apply specifically to a certain Product and/or Service, in addition to the provisions of the General section;
- Customer:** the party who has entered into an Agreement with Supplier by submitting the Order Form or otherwise;
- Data:** all data and information processed by or on behalf of the Customer (and/or its customers) via the Web Service and/or the Service, including but not limited to personal and financial data, overviews, and analyses, as may be specified in an Addendum;
- Environment:** an environment within the Web Service or another application, in which the Customer has dedicated use of Products;
- Fee:** the price/fee payable by the Customer for a Product or Service, as specified in the Agreement;
- General Terms and Conditions:** these general terms and conditions, including the Chapters, which form an integral part of the Agreement;
- IP rights:** all intellectual property rights, such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights, and neighboring rights, as well as domain names, trade secrets and know-how, and related rights;
- Order Form:** a form or list that the Customer submits (digitally or otherwise) to enter into an Agreement and to which these General Terms and Conditions apply;

Own Data:	a Product and/or Service processed by Supplier and/or enhanced Data and/or statistics, analyses, and/or reports prepared by Supplier on the basis of the Data, by and/or with the help of one of Supplier's websites;
Parties:	Supplier and the Customer;
Platform:	the Supplier platform within which Products are available via the Web Service in the Environment for the business operations of the Customer and/or Users;
Price List:	the current price list of the Products and/or Services on Supplier's website, or for more specific Services as agreed beforehand and documented in the signed Order Form;
Principal User:	manager of an Environment or an Independent Business with all rights to the Product. The Principal User can create Users and Service Agreements and assign Products and functionalities to Users. The Principal User is specified on the Order Form;
Product(s):	the products that Supplier supplies to the Customer, as described in the Agreement, which can be regarded as Services;
Service(s):	the services that Twinfield provides to the Customer, as described in the Agreement and the General Terms and Conditions;
Supplier:	Wolters Kluwer Tax and Accounting Nederland B.V., registered with the Chamber of Commerce under number 30173996, with its registered office in Hoevelaken and principal place of business at Beek 9-15, 3871 MS Hoevelaken;
Support:	the customer support department of Supplier
User:	a natural person who gains access to and uses the Web Service on behalf of and/or for and under the responsibility of the Customer, as further specified in the Agreement;
Web Service:	access to and use of the Platform and/or Product via the Environment.

1. Applicability and ranking order

- 1.1. The General section of the General Terms and Conditions applies to all agreements and legal relationships, including offers and tenders, between Supplier and the Customer. One or more Chapters apply to the relevant Product and/or Service. The applicability of the Customer's general terms and conditions or purchasing conditions, where applicable, is explicitly excluded.
- 1.2. The documents that are part of this Agreement have the following ranking order: the Order Form; possibly supplemented by special conditions agreed by both the Parties; an applicable section with a Chapter or Chapters of these General Terms and Conditions; and the General section of these General Terms and Conditions. If there is inconsistency, the highest ranking within this ranking order takes precedence.
- 1.3. If any provision of the Agreement is void or voided, including the General Terms and Conditions, the other provisions will remain in full force. Supplier will replace the void or voided provisions with new provisions, in which the aim and purpose of the void or voided provision is taken into account as much as possible.
- 1.4. Supplier may amend the Agreement and/or these General Terms and Conditions. Supplier must notify the Customer of an amendment at least 60 days in advance. An amendment is deemed to have been accepted by the Customer and will take effect on the date specified by Supplier, unless the Customer notifies Supplier in writing within 30 days of the notice that the amendment is not accepted. In that case, either Party may terminate the Agreement in writing with due observance of a 30-day notice period.
- 1.5. If Supplier develops a new Service or Product, it may add a new Chapter to these General Terms and Conditions, without the provisions of Article 1.4 being applicable. A new Chapter will apply if the Customer purchases the new Service or Product on the basis of an Order Form.
- 1.6. Changes of minor importance, including correcting obvious clerical errors, obvious omissions, and other changes of a similar nature to the documents specified in Article 1.1 can always be made without the provisions of Article 1.4 being applicable.

2. The Web Sservice

- 2.1. Supplier provides the Customer with the Web Service in accordance with the conditions of the Agreement on the basis of a best-efforts obligation. The use of the Web Service and its results is at the Customer's risk.

- 2.2. Provided the Customer fulfills its obligations under the Agreement, which always include its payment obligations, Supplier grants the Customer a limited, personal, revocable, non-exclusive, and non-assignable right to remote access and use of the Web Service, in accordance with the Agreement.
- 2.3. The Web Service is a generic Service. Insofar as not explicitly agreed otherwise in writing, Supplier is not obliged to maintain, change, or add certain specific features or functionality of the Web Service.
- 2.4. Unless agreed otherwise in writing, Supplier is not obliged to ensure and does not warrant that the Web Service is free of defects and will work without interruptions. The failure or malfunctioning of the Web Service can be caused, among other things, by a disruption of the internet or telephone connection, viruses or faults/defects of the Customer, or other circumstances. Supplier will endeavor to adequately remedy any defects in the Web Service. The Customer understands and accepts that Supplier uses the services of suppliers for the Web Services. The Customer accepts that Supplier can rely on contractual agreements with those suppliers and accepts that a failure by a supplier to perform is always regarded as force majeure of Supplier.
- 2.5. To make it possible to use the Web Service, the Customer warrants to Supplier and the Customer is responsible for ensuring that (i) the information the Customer provides when submitting an Order Form and/or creating the Environment and/or during the use by Users is correct, complete, and up-to-date, and ii) the Customer updates the information if changes occur. The Customer will promptly inform Supplier of any changes in their contact persons (including those specified in the Order Form and a Chapter) and implement these changes via the Platform. The Customer is always responsible and liable for all use of the Web Service.
- 2.6. The log-in details are personal data and therefore cannot be shared with, used by, or transferred to third parties without Supplier's written consent. Neither the Customer nor the User are entitled to give third parties access to the Web Service, except if required to do so under statutory provisions or a court order.
- 2.7. Supplier may assume that the Customer and/or the User is actually the party signing in using the log-in details. As soon as the Customer knows or can suspect that log-in details are no longer secret or that the Web Service is being misused, they must immediately change the password and inform Supplier of this without delay. The Customer must also take effective measures itself, such as periodically changing log-in details.
- 2.8. The Customer remains entitled to the Data that are stored, edited, processed, or otherwise entered using the Web Service. The Customer and its Users determine which Data are stored, edited, processed, or otherwise entered using the Web Service. Supplier has no knowledge of these Data. For this reason, the Customer is responsible for the Data it has entered, archiving, and retention periods. Supplier therefore is not responsible or liable for any damage resulting from the Data entered by the Customer.

3. Support

- 3.1. Only the Principal User has access to Support.
- 3.2. All other Users, who are not Principal Users, must address all their support questions to the Principal User.
- 3.3. Supplier requires that the Principal User has attended and successfully completed certain training courses. The Principal User must also keep their acquired knowledge and skills current and up to date.
- 3.4. If necessary, the Principal User will give Support access to the Environment to make changes at the request and under the responsibility of the Principal User.
- 3.5. If a non-Principal User nevertheless gains access to Support, Support is entitled to charge costs for the Support received, after the Principal User has been informed of this. This also applies if the Principal User indicates that they have insufficient knowledge due to not being available for a certain period or not keeping their knowledge and skills updated.

4. Services

- 4.1. The Customer may request Services using the Order Form.
- 4.2. Unless specified otherwise in writing, Supplier's offers for Services lose their validity 14 days after the date on which they are issued.
- 4.3. The Customer warrants the correctness and completeness of the data provided to Supplier by or on their behalf, which form the basis of Supplier's Services or the offer of Services. If these data prove to be incorrect or complete, Supplier may amend the Agreement or terminate it immediately.

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- 4.4. The supply of Services can commence only after the Customer has signed the Order Form.
 - 4.5. Supplier will endeavor to provide the Services as a good contractor and in accordance with the Agreement. The Services are provided on the basis of a best-efforts obligation, even if Supplier has promised a certain result. The use of the Service and its results is at the Customer's risk.
 - 4.6. If changes or additions cause the scope of the agreed Services to change, such as in the case of additional work, any resultant additional work will be paid in accordance with Supplier's currently applicable Price List. The Customer also accepts that such additions or changes may influence the schedule and/or completion of the Services as well as the mutual responsibilities. The fact that additional work or the demand for additional work occurs during the performance of the Agreement can never be grounds for the Customer to cancel or terminate the Agreement.
 - 4.7. Unless expressly agreed in writing, any specified delivery periods never apply as strict deadlines.
 - 4.8. If the Parties have agreed that the Services will be provided in phases, Supplier may postpone the start of a phase until the Customer has approved the result of the previous phase in writing.
 - 4.9. Supplier must comply with the Customer's instructions regarding the Services only if this has been agreed in advance in writing, if performing these instructions does not entail any additional work, and if the instructions are reasonable and given in good time.
 - 4.10. If it has been agreed that the Services will be provided by a specific person, Supplier may nevertheless replace this person with another person.
 - 4.11. The Customer must make available to Supplier all data, information, documents, equipment, software, materials, or employees deemed useful, necessary, or desirable for performing the Agreement in full, properly, and in good time (immediately at Supplier's request) and render every assistance, both before and during the Agreement. The Customer must also make all necessary arrangements for performing the Agreement and provide the necessary facilities for this purpose.
 - 4.12. If the Customer fails to fulfill the obligations mentioned in this article or fails to do so punctually or fully, Supplier may suspend performing the Agreement (in whole or in part) and/or charge the Customer any extra costs in accordance with its current Price List, notwithstanding Supplier's right to exercise any other statutory and/or agreed right.
 - 4.13. The burden of proof that the Services and/or their results do not comply with what has been agreed in writing or what can be expected of Supplier lies entirely with the Customer, notwithstanding Supplier's right to provide evidence to the contrary by all means.

5. Privacy and confidentiality

- 5.1. The Customer and Supplier must ensure that all information received from the other Party that is known or should reasonably be known to be of a confidential nature is kept secret. The Party that receives confidential data must use these data only for the purposes for which they were provided. Data will always be regarded as confidential if they have been designated as such by one of the Parties. The Data, Own Data, Products, and the Platform are always considered confidential.

The above duty of confidentiality does not apply if the confidential information:

- i. is well-known, without this being caused by the breach of this duty of confidentiality;
- ii. has been independently developed by the other Party without using this information;
- iii. has been lawfully obtained by the other Party from a third party that is not bound by a similar duty of confidentiality; or
- iv. must be made public by law or regulation, a court decision, or a ruling of a regulatory authority.

The Parties undertake to use the information referred to in this paragraph solely for performing this Agreement.

The Parties undertake to impose the same obligations as mentioned above on persons they assign to perform this Agreement.

- 5.2. For the purpose of performing the Agreement, Supplier will process personal data for the Customer within the meaning of the General Data Protection Regulation (GDPR). This processing will occur in accordance with the processing agreement, the Privacy Statement, the GDPR, and other relevant regulations. Insofar as Supplier processes personal data on behalf of the Customer, the Parties agree that Supplier can be regarded as the processor and the Customer can be regarded as the controller within the meaning of the GDPR. In that case, Supplier will process personal data only for the purpose of performing the Agreement with the Customer, on the instructions of the Customer, or on the basis of a legitimate interest. To this end, the Parties will conclude a processing agreement within the meaning of Article 28 GDPR via the Order Form. If no processing agreement is concluded between the Parties, for whatever reason,

- the provisions of this article must be regarded as a processing agreement.
- 5.3. Supplier may always, including for product improvement, use the Data in anonymous form for statistical and analytical purposes, even after termination of the Agreement (for any reason whatsoever), without this right of use being revocable or capable of cancellation or termination.
 - 5.4. The Customer warrants that it complies fully with all applicable legal obligations relating to the Data, including but not limited to the obligations under the GDPR. The Customer warrants Supplier that these Data are not unlawful and do not infringe any third-party rights. The Customer also warrants that it is entitled to provide the Data to Supplier. The Customer indemnifies Supplier fully against all third-party claims that arise in any way, directly or indirectly, from and/or in relation to the Data.
 - 5.5. Information security must comply with the specifications that the Parties have agreed in writing. Supplier shall take appropriate technical and organizational measures to protect the Data, personal data or otherwise, which it processes on behalf of the Customer. Additionally, Supplier obliges employees and other persons who perform tasks in connection herewith on its behalf to observe confidentiality with regard to the Data that they may become aware of. The Customer must adequately secure its systems and infrastructure and at all times have up-to-date antivirus software in operation..

6. Data

- 6.1. Supplier reserves the right to change, refuse, block, or remove Data from the Web Service if it believes this is necessary, without this in any way leading to any right to compensation and/or liability of Supplier. Supplier will take the above action only after giving written notice to and receiving permission from the Customer, unless no permission can be requested because of an emergency. An emergency, as referred to in the preceding sentence, exists if the failure to directly change, refuse, or remove Data violates a statutory provision or court order, could pose a threat to the continuity of one of the Parties, if these Data infringe or could possibly infringe any third-party right, or is otherwise unlawful. Also, Supplier has the right to copy Data if security of the Web Service requires this.
- 6.2. If Supplier is informed by a third party of such infringing or unlawful Data, it may also provide the personal data of the Customer or the User to this third party and/or the competent authorities. Supplier must inform the Customer in that case, unless it is legally prohibited or otherwise not at liberty to do so.
- 6.3. Supplier is not responsible for the accuracy or lawfulness of Data entered by the Users or Users' compliance, including compliance with accounting rules. Incorrect bookings by Users are not recognized as such by the Web Service and will be incorrectly processed and stored as a result.
- 6.4. Supplier may retain Data, notwithstanding any existing obligation to surrender or transfer, until the Customer has paid all amounts due to Supplier.

7. Prices and payment

- 7.1. The Fees for the use of the Web Service, Products, and/or Services exclude VAT and other government levies and taxes. Payments must be made in euros.
- 7.2. Supplier may adjust the Fees. Supplier will notify the Customer of an adjustment at least 45 days in advance. The Customer is deemed to have accepted the adjustment, which will take effect on the date specified by Supplier. If the Customer does not accept the adjustment, they must terminate the Agreement in writing at least one calendar month before the date on which the adjustment will take effect. The right to early termination as referred to in this article does not apply if the Fee is reduced.
- 7.3. The Customer must cooperate in paying the amount by direct debit. Supplier will collect the invoice amounts within 14 days of the billing date through direct debit. If the Customer objects to an invoice, they must notify Supplier in writing within 14 days of the invoice, in a duly motivated and substantiated objection. If no objection is made in the above manner within this period, the liability to pay the invoice amount is established. In the case of non-payment or late payment, the Customer is immediately in default, with no need for a prior demand or notice of default.
- 7.4. The information in Supplier's records is conclusive evidence of the performances it has rendered and the amounts owing by the Customer, notwithstanding the Customer's right to produce evidence to the contrary.
- 7.5. Supplier may require the Customer to pay an advance for a Service and/or that it has received the payment due for that Service or the relevant part of it before it commences.

- 7.6. If the Customer does not pay the amounts due or does not pay them on time, statutory interest on the outstanding amount for commercial agreements will be payable, with no need for a demand or notice of default. If the Customer fails to pay the amount due after a demand or notice of default, Supplier may hand over its claim for collection, in which case the Customer must also pay all judicial and extrajudicial costs, including all costs calculated by external experts, in addition to the total outstanding amount. This applies notwithstanding Supplier's other legal and contractual rights.
- 7.7. Supplier may suspend the fulfillment of its obligations under the Agreement until the Customer has discharged all its due and payable obligations, notwithstanding Supplier's right to exercise its other rights under the law or the Agreement.
- 7.8. All Products and Services are charged at the corresponding prices in the current Price List.

8. IP Rights

- 8.1. All IP Rights relating to the Platform, Environment, Products, Services, Web Service, and Own Data, including the functional and technical layout, design, programming, database structure, user options and source code of the Web Service, and all related documents and know-how vest exclusively in Supplier and/or its licensor(s). The provision by Supplier or use by the Customer of any Service or Product will not result in the assignment of any IP Rights to the Customer.
- 8.2. All IP Rights relating to the Data vest in the Customer and/or its licensor(s). By using the Web Service, the Customer grants Supplier a royalty-free, unencumbered, sublicensable, non-exclusive license to use and reproduce the Data for the intended purpose as specified in the Agreement, including Supplier's preparation of statistics and reports, and Data analyses as referred to in these General Terms and Conditions. The Customer warrants that it is entitled to grant this license to Supplier.
- 8.3. The Customer agrees that Supplier can state in advertisements and brochures that it works with the Customer and can also use the Customer's name and logo.

9. Liability

- 9.1. Supplier's liability for an attributable failure to perform the Agreement, an unlawful act, or any other act or omission by Supplier, its employees, or third parties that it hires, expressly including any failure to perform a warranty obligation agreed with the Customer and any indemnity obligation of Supplier, is always limited to compensation for direct damage. The total cumulative liability for the above direct damage in each calendar year is capped at the total Fee owing and actually paid by the Customer in that year. If the Agreement is mainly a continuing performance contract with a term exceeding one year, this amount is fixed at the total Fees owing and actually paid by the Customer for one year.
- 9.2. Direct damage is understood exclusively as:
 - a. property damage;
 - b. reasonably incurred expenses that the Customer is required to incur to ensure that Supplier's performance is in accordance with the Agreement; however, this alternative damage will not be compensated if the Customer has terminated the Agreement (including a competent court setting aside the Agreement on behalf of the Customer) (Book 6, Article 265 of the Dutch Civil Code);
 - c. expenses reasonably incurred by the Customer to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of this Agreement;
 - d. reasonably incurred expenses to prevent or limit damage, insofar as the Customer can demonstrate that these expenses have limited direct damage within the meaning of this Agreement.
- 9.3. Supplier is not liable for any damage other than direct damage as described in Article 9.2, which includes consequential loss arising from or in connection with the Agreement, including but not limited to loss of content, data information or Data, loss of profits, loss of turnover, loss of expected savings, and other similar financial losses such as loss of goodwill or good reputation, other incidental, indirect damage, or compensation by way of a penalty or deterrent, of whatever nature, regardless of whether the Customer has notified Supplier of such possible damage, compensation, or loss.

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- 9.4. In addition to Supplier, any company belonging to the same group as Supplier and each of its employees and auxiliary persons may rely on the limitations of liability in Article 8.1.
 - 9.5. The limitations mentioned in this article will lapse if and insofar as the law prescribes that liability cannot be excluded or limited, or the damage is the result of intent or deliberate recklessness of Supplier or its managers ('own actions').
 - 9.6. This article remains in force at the end or termination of the Agreement, notwithstanding any other provisions of the Agreement that do so after the end or termination of the Agreement.

10. Force majeure

- 10.1. In addition to what is understood in legislation and case law, force majeure includes all external causes, foreseen or unforeseen, over which Supplier is unable to exert any influence, but which result in Supplier being unable to meet its obligations. Force majeure includes but is not limited to a SYN flood, network attack, disruptions in telephone or internet connections, social engineering and cybercrime (such as DDOS or a ransomware attack), business interruptions, stagnation in supplies, interruptions in the supply of electricity, and instances where Supplier is unable to deliver because of its own suppliers, regardless of the reason, as a result of which Supplier cannot reasonably be expected to perform the Agreement.
- 10.2. Supplier may suspend its obligations under the Agreement for the period that the force majeure continues. If this period exceeds 60 days, either Party may terminate the Agreement, with no obligation to compensate the damage of the other Party, provided that they have notified the other Party of their intention to terminate at least 14 days in advance and Supplier has not resumed performing the Agreement in the meantime.

11. Indemnity

- 11.1. The Customer is liable towards Supplier for and fully indemnifies Supplier against all damage and costs that Supplier suffers or incurs as a result of third-party claims arising from (i) an attributable failure by the Customer and/or Users to perform the Agreement, (ii) any action by the Customer or Users when using the Web Service and/or the Service, including the unlawful storage or exchange of Data, or (iii) an unlawful act. The Customer indemnifies Supplier against all damage and costs resulting from and/or related to actions of the Users and third-party claims in this respect. The Customer must compensate all costs and damage that Supplier incurs and sustains, which are in any way related to such third-party claims.
- 11.2. The Customer also indemnifies Supplier against all third-party claims resulting from a defect in the service that the Customer provides to a third party and which also consisted of goods, materials, or results supplied by or via the Web Service, including generated reports, unless the Web Service has demonstrably adjusted the goods, materials, or results supplied in this way.

12. Duration and termination

- 12.1. The Agreement enters into force when the Customer submits the Order Form, or when a different commencement date is clearly indicated on the Order Form.
- 12.2. The Agreement is entered into for the period specified on the Order Form, whether or not with reference to the specified Chapter or Chapters. In the absence of an agreed period, the Agreement is entered into for a period of one year. The Customer's right to early termination is excluded.
- 12.3. Unless the Customer terminates the Agreement no later than one month before the end of the agreed term, the Agreement will be tacitly extended for an indefinite period, subject to the right of the Customer or Supplier to terminate the Agreement after its extension with one month's notice in writing. Termination of the Agreement is always with effect from the end of the calendar month following the one in which notice of termination is given. Here is an example by way of explanation: If the Customer terminates the Agreement on 26 April, the Agreement ends on 31 May.
- 12.4. Notwithstanding any other right of the Parties, either Party may terminate the Agreement with immediate effect without being obliged to pay compensation, if:
 - a. a provisional or final suspension of payments has been granted to the other Party;
 - b. a petition has been filed for the bankruptcy of one Party;

- c. attachment has been levied on all or part of the other Party's goods;
 - d. a similar measure under foreign law applies to the other Party;
 - e. the other Party has discontinued its activities in any other way; and/or
 - f. there is an attributable failure to perform by the other Party and the other Party remains in breach despite a notice of default.
- 12.5. If this Agreement is terminated because of a failure of one Party to perform, the performances that the Customer has already received under the Agreement on the termination date and the related payment obligation cannot be undone. Amounts that Supplier has invoiced before the termination will still be owed and will become immediately due and payable on the termination date.
- 12.6. Notwithstanding the other provisions of the Agreement, Supplier may terminate all or part of the Agreement unilaterally with due observance of a one-month notice period.
- 12.7. If the control of the Customer or partner is fully or partially transferred to another party, Supplier is entitled to terminate the Agreement or a part thereof by giving notice, observing a notice period of one month.
- 12.8. Articles that by their nature are intended to remain applicable even after the termination of the Agreement will remain fully in force when the Agreement is terminated.

13. Exit conditions and exit Fees

- 13.1. If and as soon as the Agreement ends for whatever reason:
- the Customer and/or User no longer have access to the Web Service;
 - the right of the Customer and/or User to use the Web Service ends and the Customer and/or User must immediately cease and not resume any use of the Web Service;
 - Supplier will no longer retain or make the Environment and Data, including a Service Agreement, available unless the Parties have agreed otherwise in writing in advance;
- 13.2. After the termination of the Agreement or a Product, Supplier must send the audit file(s) or certain files or data in the Environment or the relevant Service Agreement to the Customer and/or User in a generally readable file format, at the expense of Customer and/or User, provided that the Customer or User has requested this in good time before the termination of the Agreement or the relevant Product and the Parties have reached consensus on the conditions.

14. Final provisions

- 14.1. The Customer must enable Supplier to comply with its statutory obligations, including sanction legislation. Among other things, this means that the Customer must provide Supplier with all information that it needs to verify the identity of the Customer and the identity of the Customer's Ultimate Beneficial Owner (UBO). The Customer must cooperate fully with this verification process. Should the Customer fail to do so, Supplier may terminate the agreement with immediate effect, with no obligation to pay any compensation.
- 14.2. The Customer may use our Services or Products only for their intended purpose. The Customer may not misuse or allow the misuse of the Services or Products, for example by committing criminal offences or performing other activities that could harm Supplier's reputation.
- 14.3. The Customer agrees that Supplier may assign its rights and its obligations under the Agreement to a third party without the Customer's consent. If the Customer wishes to assign its rights and obligations under the Agreement to a third party, Supplier's written consent is required.
- 14.4. The Agreement is governed by Dutch law.
- 14.5. Disputes resulting from or arising in connection with the Agreement will be submitted to the Amsterdam District Court in the first instance, to the exclusion of any other court, unless national or international legal rules prescribe otherwise.
- 14.6. Insofar as relevant, the application of the Vienna Convention (Convention on the International Sales of Goods, 1980) is expressly excluded.

II. Chapter - product: 'Twinfield Boekhouden'

The provisions of this Chapter - Product: Twinfield Boekhouden' apply specifically to the 'Twinfield Boekhouden' (Twinfield Accounting) Product in addition to the provisions of the General section of these General Terms and Conditions. If there is any inconsistency between the provisions of the General section and the provisions of this Chapter, these latter provisions will take precedence.

Definitions

Several Product-specific concepts are defined in this Chapter. These terms are always capitalized and can be used in both the singular and the plural form. These terms have the following meanings:

Administrative System:	the accounts that are kept using the Web Service, which is managed by the Principal User.
Auditor:	an accounting firm, administrative office, or other financial service provider that has an Agreement with Supplier and maintains the Administrative System for the Client;
Auditor User:	a User of an Auditor who has access to the Environment and one or more Administrative Systems;
Client:	a natural or legal person who is a customer of an Auditor, for which the Auditor maintains one or more Administrative Systems in the Environment;
Client User:	a User of a Client who has access to one or more Administrative Systems maintained by the Auditor for the Client or a User of an Independent Business who has access to one or more Administrative Systems maintained by that Independent Business;
Independent Business:	a legal entity other than the Auditor that directly purchases Products from Supplier and concludes an Agreement with Supplier for that purpose;
Principal User:	manager of an Environment of the Auditor or the Independent Business with all rights to the Product. The Principal User can create Administrative Systems and assign Products and functionalities to the Client Users and Auditor Users. The Principal User is specified on the Order Form;
Support:	digital or telephone support when using the Web Service;

Terms that are capitalized but not defined in this Chapter are defined elsewhere in the General Terms and Conditions.

15. Use and term

- 15.1. A Principal User manages the Environment, under the responsibility and at the risk of the Environment's owner. An Independent Business may also acquire access to the Web Service, in which the Administrative System is managed in an Environment. The Client must pass on a change in the person of the Principal User and other changes that are essential to the supply of the Product to Supplier in good time and implement the change via the Platform.
- 15.2. The Client User has a Product that gives it the right to access up to five Administrative Systems in the Auditor's Environment. For full or partial access to every extra five Administrative Systems, an extra Client User will be charged for the applicable Product. If the Independent Business or the Auditor does not adjust this changed use in the Administrative System, Supplier may do so. If the Client wishes to purchase a Product directly, the Client must enter into an Agreement with Supplier for that purpose using the Order Form.
- 15.3. If the current and/or actual use of the Product, always including (i) the number of users (such as Client User, Auditor User, or Principal User) and/or (ii) the scope of use (such as the Environment and/or the Administrative System) is not in accordance with the provisions of the Order Form or this Chapter, Supplier may charge an extra Fee. Supplier does not bear the burden of proof. Subject to evidence to the contrary that the Customer produces, the actual, current use that Supplier measures constitutes conclusive evidence.
- 15.4. The term of each new Product or each Administrative System is at least twelve consecutive calendar months, after which termination is possible on a monthly basis.

16. Use of the Web Service by the Auditor

- 16.1. A Principal User of an Auditor may create only Administrative Systems, Auditor Users, and Client Users within the Environment and must register in the Environment which Administrative System each Auditor User and Client User has access to and which Product applies to each Auditor User and Client User.
- 16.2. Only the Auditor, through its Principal User, may register its own officers, employees, and persons working for it as Auditor Users.
- 16.3. Supplier is authorized to exclude an Auditor User from all Administrative Systems in the Environment if it is likely that this Auditor User does not meet the conditions of Article 16.2.
- 16.4. Supplier is authorized to exclude an Auditor User or Client User from all Administrative Systems in the Environment if it has access to more Administrative Systems than the number of Administrative Systems for which Products are registered to the Auditor User or the Client User in the Environment. This authority does not preclude Supplier's authority under Article 16.3.
- 16.5. The Auditor is responsible for the timely removal of Administrative Systems and Products from the Environment that it no longer uses and will owe the Fee for the use of these Administrative Systems and Products for the period until they have been removed from the Environment, with due observance of the agreed term.
- 16.6. The Auditor is also responsible for the timely removal from the Environment of Client Users whose Product has ended and will owe the Fee for these Product(s) for the period until they have been removed from the Environment, rounded to a full calendar month.

17. Use of the Web Service by an Independent Business with its own Environment

- 17.1. A Principal User of the Independent Business may create only Administrative Systems and Client Users within the Environment and must register in the Environment which Administrative System each User has access to and which Product applies to each Client User.
- 17.2. Only the Independent Business, through its Principal User, may register, or arrange for the registration of, its own officers, employees, and persons working for it as Client Users. The Independent Business must prove this if requested and bears the burden of proof that a Client User meets this condition.

18. Use of the Web Service by the Independent Business in the Environment

- 18.1. Supplier will create or remove Administrative Systems, Client Users, and Product Subscriptions from the Web Service after receiving a written or digital request to that effect from the Independent Business.
- 18.2. With the exception of the provisions of Article 16.2, the Independent Business may register, or arrange for the registration of, only its own officers, employees, and persons working at the Independent Business as Client Users. The Independent Business must prove this if requested and bears the burden of proof that a Client User meets this condition.
19. Fees and payment
- 19.1. The Fees for Twinfield Boekhouden are calculated on a monthly basis and payable in arrears per month. An additional Fee may also be calculated based on the actual use of certain specific functions. The Fee is calculated on the maximum number of Administrative Systems and Users. The Fee is calculated on a pro-rata basis for the first month in which the Product is purchased.
- 19.2. Supplier may charge costs for the storage of Data after the termination of the Agreement. The Parties must agree further conditions before the Agreement is terminated. Supplier will keep the data for at least six months if the Agreement is terminated because of the Client's bankruptcy.
- 19.3. All Products and Services are charged at the corresponding prices in the current Price List.

20. Fair-Use Policy

- 20.1. Supplier has a Fair-Use Policy, entailing that it does not set a fixed standard for the quantity of data, transactions, and master files that may be processed using the Web Service, but also does not permit unrestricted use of the Webservice.
- 20.2. If there is higher-than-average data and/or unreasonable use of an Administrative System relative to the Fee, Supplier will inform the Customer of this and charge a monthly Fee based on actual use, with effect from the month following the month in which the Customer is informed. If the Customer is not prepared to pay a higher Fair-Use Fee, Supplier may terminate the Agreement with due observance of a 30-day notice period.
- 20.3. After the termination of the Agreement or a Product, Supplier must send the audit file(s) or certain files or data in the Environment or the relevant Administrative System to the Customer and/or User in a generally readable file format, at the expense of the Customer and/or User, provided that the Customer and/or User has requested this in good time before the termination of the Agreement or the relevant Product and the Parties have reached consensus on the conditions.

21. Remaining provisions

- 21.1. Without prejudice to the provisions of Article 5, Supplier may, on the basis of legislation and regulations, request information related to the Customer during its performance of the Service, or disclose information related to the Customer to a regulatory authority or a government body. The Customer is obliged to cooperate in this regard.

III. Chapter - Product: 'Twinfield Samenwerken'

The provisions contained in this Chapter - Product: 'Twinfield Samenwerken' apply specifically to the 'Twinfield Samenwerken' (Twinfield Cooperation) Product in addition to the provisions of the General section of these General Terms and Conditions. If there is any inconsistency between the provisions of the General section and the provisions of this Chapter, these latter provisions will take precedence.

Definitions

Several Product-specific concepts are defined in this Chapter. These are always capitalized and can be used in both the singular and the plural form. These terms have the following meanings:

Auditor:	an accounting firm, administrative office, or other financial service provider that has an Agreement with Supplier and performs the Service Agreements for the Client;
Auditor User:	a User of the Auditor who has access to the Environment and one or more Service Agreements;
Client:	an undertaking, either a natural or legal person, which is a customer of an Auditor, for which the Auditor performs one or more Service Agreement in the Environment;
Client User:	a User of the Client who has access to one or more Service Agreements;
Natural Person:	a person acting in a private capacity;
Service	
Agreement:	one or more services of the Auditor with related tasks, which are agreed and recorded by the Auditor with its Client, without Supplier being responsible for the conclusion or content of that agreement.

Terms that are capitalized but not defined in this Chapter are defined elsewhere in the General Terms and Conditions.

22. Use and duration

- 22.1. To access and use the Product, the Auditor must purchase a Product that provides access to the Web Service with its own Environment, which is managed by the Principal User indicated on the Order Form.
- 22.2. If the current and/or actual use of the Product, always including (i) the number of users (such as Client User, Auditor User, or Principal User) and/or (ii) the scope of use (such as Clients) is not in accordance with the provisions of the Order Form or this Chapter, Supplier may charge an extra Fee for the relevant Product used and adjust the User and/or Service Agreements if the Auditor does not do this itself. Although Supplier does not bear the burden of proof in this regard, its Administrative System is the starting point with regard to actual, current use.
- 22.3. The term of each new Product, Administrative System, or Service Agreement is at least twelve consecutive calendar months, after which termination is possible on a monthly basis.
23. Use of Web Service by the Auditor
- 23.1. A Principal User of the Auditor or Independent Business may create only Service Agreements, Auditor Users, and Client Users within the Environment and must register which Service Agreement each Auditor User and Client User has access to in the Environment.

24. Fees and payment

- 24.1. The Fees for the Product are calculated on a monthly basis and payable in arrears per month. An additional Fee may also be calculated based on the actual use of certain specific functions. The Fee is calculated on the maximum number of Administrative Systems and Users. The Fee is calculated on a pro-rata basis for the first month in which the Product is purchased.
- 24.2. Supplier collects the invoice amounts due in accordance with the provisions of the Agreement.
- 24.3. Supplier may charge costs for the storage of Data after the termination of the Agreement if Data is stored after this date at the Client's request. The Parties must agree further conditions in good time before the Agreement is terminated at the Client's written request.
- 24.4. All Products and Services are charged at the corresponding prices in the current Price List.

IV. Chapter - Consultancy and Training

The provisions of this Chapter - Consultancy and Training apply specifically to the Consultancy and Training Services in addition to the provisions of the General section of these General Terms and Conditions. If there is any inconsistency between the provisions of the General section and the provisions of this Chapter, these latter provisions will take precedence.

Definitions

Several specific concepts are defined in this Chapter. These are always capitalized and can be used in both the singular and the plural form. These terms have the following meanings:

- Consultancy:** a Supplier Service, such as advice, related to the Environment, Web Service and/or a Product.
- Participant(s):** one or more persons enrolled for a Training Course who fall under the Customer's responsibility;
- Training Course:** a Supplier Service consisting of offering a course on the use and/or application of a Product;
- Terms that are capitalized but not defined in this Chapter are defined elsewhere in the General Terms and Conditions.

25. Consultancy

- 25.1. The provision of the Service is always based on the accuracy and completeness of the information that the Customer provides. The Customer's use of the Service provided by Supplier is always at the Customer's risk and expense.
- 25.2. Without Supplier's prior written consent, the Customer may not make a statement to third parties about Supplier's working procedure, methods, and techniques and/or the content of Supplier's advice or reports and/or of materials otherwise provided. Supplier expressly reserves all IP Rights in this respect. The Customer receives a limited right to use materials for internal business purposes. The Customer may not make all or part of these materials publicly available for other use or for commercial or non-commercial exploitation. The Customer will not provide Supplier's materials to a third party without Supplier's prior written consent.
- 25.3. Decisions taken by a project or steering committee bind Supplier only if the decisions are made with due observance of what has been agreed in writing between the Parties or, in the absence of written agreements on this subject, if Supplier has accepted the decisions in writing. This does not change if one or more employees assigned by Supplier are part of the project or steering committee.
- 25.4. Service level arrangements are agreed separately and in writing. Arrangements about an additional form of information security are also agreed separately and in writing.
- 25.5. If the Agreement partly or fully implies that Supplier's employees will perform work at the Customer's location (secondment), Supplier is responsible for the punctual and full payment of wage tax, social security contributions, and turnover tax of the seconded employee in connection with the Agreement. Supplier indemnifies the Customer against all claims of the Dutch Tax and Customs Administration or authorities implementing social insurance legislation payable under the Agreement, provided that the Customer immediately informs Supplier in writing about the existence and content of the claim and leaves the handling of the case, including making any settlements, entirely to Supplier. The Customer will provide the necessary powers of attorney, information, and cooperation to Supplier to defend these claims, if necessary in the Customer's name.
- 25.6. If Supplier's employees perform work at the Customer's location, the Customer will provide the facilities reasonably required by these employees at no charge, such as a workspace with computer, data, and telecommunication facilities. The workspace and facilities must comply with all statutory and otherwise applicable requirements for working conditions. The Customer indemnifies Supplier against third-party claims, including from Supplier's employees, who suffer damage in connection with the performance of the Agreement resulting from acts or omissions of the Customer or unsafe situations within its organization. The Customer will make the company rules and security policy applicable to its organization known to Supplier's employees before the start of the work.
- 25.7. Supplier accepts no responsibility or liability for the use or selection of the assigned employee, nor for the results of work that has been performed under the Customer's supervision, management, or guidance.
- 25.8. The Customer accepts liability for all damage suffered by an assigned employee during or in connection with their work. The Customer indemnifies Supplier against all third-party claims arising from or related to the work performed by the employee assigned under the Agreement.

26. Training

- 26.1. Participants must always enroll for a Training Course using a digital or other registration form. The enrolment is binding once Supplier confirms it. The Customer is responsible for the choice and suitability of the Training Course for the Participants. This applies in full if Supplier admits a Participant to a Training Course for which admission standards apply.
- 26.2. The lack of Participants' prior knowledge will never affect the Customer's obligations under the Agreement. The Customer may replace a Participant of a Training Course with another Participant, subject to Supplier's prior written consent. If Supplier believes that the number of enrolments warrants its decision, it may cancel the Training Course, combine it with one or more other Training Courses, or reschedule it for a later date or a later time.
- 26.3. Supplier reserves the right to change the location of the Training Course. Supplier may make organizational and substantive changes to a Training Course if necessary.
- 26.4. Unless otherwise agreed, notice of cancellation must always be in writing and given no later than 48 hours prior to the Training Course or its relevant part. Cancellation or failure to attend does not affect the Customer's obligations under the Agreement. If the Customer or a Participant cancels, a request to send training materials will be granted at Supplier's discretion.
- 26.5. Supplier will do its utmost to provide the Training Course with due care. The Customer accepts that Supplier determines the content and depth of the Training Course.
- 26.6. Notwithstanding the Customer's responsibility for the conduct of the Participants, the Customer must inform Participants about and monitor their compliance with the obligations under the Agreement and the rules of conduct required by Supplier for participating in the Training Course. Participants must strictly adhere to the specified Training Dates and Times.
- 26.7. Besides the other provisions on IP rights, Supplier expressly reserves all IP Rights to the documentation, training, test, and examination materials. The Customer receives a limited right of use for the Training Course and/or educational purposes. The Customer may otherwise not make all or part of these materials publicly available for other use or for commercial or non-commercial exploitation.

27. Fee and payment

- 27.1. The amount that the Customer owes will be invoiced and collected from their bank account by direct debit on the billing date. The Parties may agree on a different payment date in writing only.
- 27.2. Notwithstanding its other rights, Supplier may exclude Participants from participating in a Training Course or suspend a Training Course if the Customer fails to pay on time.
- 27.3. All Products and Services are charged at the corresponding prices in the current Price List.

V. Chapter – product: ‘Twinfield DossierFlow’

The provisions set out in this chapter – Product: ‘Twinfield DossierFlow’ – apply specifically to the ‘Twinfield DossierFlow’ Product in addition to the provisions of the General section of these General Terms and Conditions. If there is any inconsistency between the provisions of the General section and the provisions of this Chapter, these latter provisions will take precedence.

Definitions

Several specific concepts are defined in this chapter. These terms are always capitalised and can be used in both the singular and the plural form. These terms have the following meanings:

Questionnaire: the questionnaire created for each Respondent in the Twinfield DossierFlow SaaS platform

Respondent: the entity to whom the Client addresses its questionnaires. For instance, an internal party or an external client.

Rates Table: the packages and prices as stated on this website

Terms that are capitalised but not defined in this chapter are defined elsewhere in the General Terms and Conditions.

28. Rates, usage and payment

- 28.1 The rates as stated on the current Rates Table, as listed on the website, apply to the Twinfield DossierFlow Product. All amounts stated are excluding VAT.
- 28.2 Periodic rates are calculated based on the graduated prices as an extension to the starter package, as shown in the Rates Table. The Supplier is entitled to adjust the rates in accordance with the provisions in the General section of these General Terms and Conditions.
- 28.3 If the maximum number of the package in the current Rates Table is exceeded, the Customer moves to the next package by operation of law. If the number of Questionnaires per year exceeds 10,000, the pricing is determined based on actual costs, as stated in the Rates Table on the website.
- 28.4 The Customer will be given the same package in January that the Customer ended with in the previous year, unless the Customer notifies the Supplier in writing before 1 December that the Customer wishes to be in a different package for the following year. If, after the end of the year, it appears that the actual number of Questionnaires is higher than the Client reports before 1 December, the Supplier will move the Customer to the package appropriate to the number of Questionnaires that the Client takes per year. The difference due to being assigned to the wrong scale will be adjusted to the correct package as mentioned on each monthly invoice in the past year and charged retrospectively in accordance with the amended package.
- 28.5 Credits at the end of a calendar year are not carried forward to the next calendar year.
- 28.6 Invoicing will be carried out in accordance with the General section of the General Terms and Conditions. If direct debit can be used for other Supplier Products, the Customer’s authorisation also extends to the collection of the Fee due for Twinfield DossierFlow.

29. Fair use policy

- 29.1 The Supplier applies a fair use policy to the effect that if data usage/storage of the Questionnaires is higher than average and/or unreasonable compared to the Fee, the Supplier will notify the Customer and charge a monthly fee based on the actual data use/storage, with effect from the month following the month in which Customer was notified. If the Client is not prepared to pay an adjusted Fee, the Supplier may terminate the Agreement subject to a 30-day notice period.