



General Terms and Conditions iWink

Version: 2024.05

The word mark “iWink” and the terms written with a capital letter in this document have the meaning as stated under “Definitions”.

These General Terms and Conditions apply to all offers from iWink and form an integral part of any resulting Agreement between iWink and the Customer.

Provisions or conditions set by the Customer are only binding on iWink if and insofar as they have been expressly accepted in Writing.

Definitions

In these General Terms and Conditions:

- **Subscription:** (the part of) the Agreement in which iWink commits itself to continuously or repeatedly perform services during a period of time (e.g. a service bundle or an annual contract for a website package).
- **Account:** the access right to a management panel with which the Client can manage and configure (certain aspects of) the Services, but also the configuration and the data stored for the Client itself.
- **General Terms and Conditions:** the provisions of this document.
- **GDPR:** General Data Protection Regulation
- **Data subject:** identified or identifiable natural person in accordance with Article 4 sub 1 GDPR
- **Data breach:** breach of security that leads to a significant chance of serious adverse consequences or has serious adverse consequences for the protection of Personal Data
- **Service:** a product and/or service that iWink will provide to the Customer on the basis of an Agreement.
- **iWink :** the company iWink BV, registered with the Chamber of Commerce under file number 02066088.
- **Customer:** the natural person or legal entity with whom iWink has concluded an Agreement or who is negotiating with iWink, as well as its representative(s), authorized representative(s), successor(s) in title and heirs.
- **Agreement:** any agreement between iWink and Customer on the basis of which iWink provides Services to Customer.
- **TM Contract:** Time and Materials contract, i.e. an agreement between iWink and Customer where Customer pays for the actual time spent working on the project.
- **Personal data :** any personal data within the meaning of the GDPR that must be processed by iWink during the execution of the Agreement.
- **Written:** in addition to paper documents, also e-mail or another channel of which the sender can determine that the text has reached the recipient, and the identity of the sender and the integrity of the message are sufficiently established.
- **SLA:** Service Level Agreement



- **Applications With Increased Risk:** applications where an error in the Services can lead to death, serious injury or loss of (personal) data with very high consequential damage. Examples of these applications are: transportation systems where an error could cause trains to derail or planes to crash; medical systems where an error could result in a patient not being able to receive treatment or receiving the wrong treatment; systems on which a substantial part of the population depends for the allocation of crucial government services, such as DigiD; systems in which (a lot of) medical data or other special data within the meaning of the General Data Protection Regulation, or otherwise highly sensitive data are stored.
- **Work:** a work produced by iWink, such as a website, (web) application, layout, data file, software, documentation, advice, report, analysis, design, text, photo, film, sound recording, image, audiovisual material, logo, house style, marketing and/or communication plan, concept, documentation and other products of the mind, as well as preparatory material thereof and (whether or not coded) files or data carriers on which this work is located.

Article 1. Quotation and acceptance

1.1 iWink draws up a quotation in which iWink indicates which Services iWink offers, what is included in the Services and what amount will be due for this. Only the description of the Services stated in the offer is binding.

1.2. An offer is entirely without obligation and valid for 30 days after sending, unless stated otherwise in the offer. iWink cannot be obliged to accept an acceptance after this period, but if iWink does so anyway, the offer is still accepted.

1.3. The Agreement is concluded at the moment at which the acceptance of the offer by the Customer is received by iWink. The Customer must place an (electronic) signature for approval in a manner to be specified.

1.4. If the Customer does not explicitly indicate that it agrees with the offer, but nevertheless agrees in Writing that iWink will perform work that falls within the description of the Services, then the offer is considered accepted. This also applies if the Customer requests iWink to carry out certain activities without waiting for a formal quotation.

1.5. Any other offer from iWink, Written or not, is without obligation. Calculations and budgets are not binding.

Article 2. Performance of the Services

2.1. After the Agreement has been concluded, the Services will be performed by iWink in accordance with the quotation, taking into account the reasonable wishes of the Customer.

2.2. iWink has the right to (temporarily) suspend the Services or to provide them to a limited extent if the Customer fails to fulfill an Agreed obligation towards iWink or if the Customer acts in violation of these General Terms and Conditions.

2.3. iWink will make every effort to realize uninterrupted availability of Services and associated systems and networks, and to realize access to data stored by the Customer. iWink offers no guarantees about quality or availability, unless otherwise agreed by means of an SLA designated as such.



2.4. Terms of delivery specified by iWink are always indicative, except where a possible SLA sets terms that can only be interpreted as an obligation of result.

2.5. iWink has the right to have certain activities performed by third parties. These General Terms and Conditions also apply to the work performed by third parties in the context of the Agreement.

2.6. If agreed, Customer will have access to one or more Accounts. iWink provides sufficient technical facilities to keep Accounts safe, including encryption, the option to choose a strong password and the option to apply multi-factor authentication.

2.7. iWink will remain available for a reasonable level of remote customer support, during regular iWink business hours, unless the applicable SLA provides otherwise. This support is for a single Customer contact. Providing training, performing administrative work for the Customer or developing Works is not part of this customer support.

2.8. iWink has the right to make changes to the Services without prior consultation insofar as the Services continue to meet the specifications in the quotation.

2.9. iWink can temporarily interrupt the availability of the Service when this is necessary to carry out maintenance. These interruptions are ignored when calculating availability under the SLA.

2.10. iWink provides daily backups to guarantee the continuity of Services. These backups are securely stored on the territory of the European Union. If data from a backup is restored at the request of the Customer, the costs of this work will be charged.

Article 3. Obligations of the Customer

3.1. The Customer is expected to contribute to everything that is reasonably necessary and desirable to enable the timely and correct performance of the Agreement.

3.2. Customer will provide iWink with access to all places and services under its control (such as APIs or back-office applications) that iWink reasonably needs to provide the Services.

3.3. If the Customer knows, or can suspect, that iWink will have to take certain (additional) measures in order to fulfill its obligations, the Customer will immediately inform iWink thereof. This obligation applies, for example, if the Customer knows or should foresee that an extraordinary peak in the load on the services provided by iWink might occur, which could cause unavailability of the Services. This is especially true if Customer knows that Services are also provided to others through the same systems that iWink uses to provide Services to Customer. After being informed, iWink will make every effort to prevent unavailability of the Services. Unless expressly agreed otherwise In Writing, all reasonable additional costs incurred in doing so may be charged to the Customer.

3.4. The Customer is responsible for the safe handling of his Account(s). If the Customer suspects or should reasonably suspect or know that an Account is being misused, the Customer must report this immediately to iWink so that iWink can take counter measures.

3.5. Any action that is performed using an Account of Customer or an Account created by Customer is deemed to be the responsibility and risk of Customer.



3.6. Customer is responsible for instructing users of the Accounts about the operation of the Services.

3.7. Customer may not use the Services for High Risk Applications unless the Service is expressly identified as suitable for such applications. If none of the Services are designated as suitable, the Customer can submit a request to iWink for a tailor-made agreement.

3.8. If for the specific use it gives or intends to give to the Services, the Customer requires any permit or other permission from government authorities or third parties, the Customer must itself ensure that this is obtained. Customer warrants to iWink that it has all permits and/or permissions necessary for Customer's use of the Services.

Article 4. Rules of conduct and notice/takedown

4.1. The Customer is prohibited from using the Services to violate Dutch, European or other laws or regulations applicable to the Customer or iWink or to infringe the rights of others.

4.2. Customer is prohibited (whether legally or not) from providing materials with the Services that:

- a. are intended to support others in violating the rights of third parties, such as websites with hacking tools or explanations about computer crime that are intended to enable the reader to commit the described criminal behavior and not to defend themselves against it;
- b. be defamatory, abusive, racist, discriminatory or hateful;
- c. contain pornography or aim to help others find such materials;
- d. constitute a violation of the privacy of third parties, including (but not limited to) the unauthorized or necessary distribution of personal data of third parties or the repeated harassment of third parties with unsolicited messages;
- e. contain hyperlinks, torrents or references with (locations of) material that infringes copyrights, neighboring rights or portrait rights;
- f. contains unsolicited commercial, charitable or non-commercial messages;
- g. contains malicious or deceptive content such as viruses, spyware or phishing.

4.3. The Customer shall refrain from hindering other customers or internet users or causing damage to systems or networks of iWink or other customers. The Customer is prohibited from starting up processes or programs, whether or not via iWink's systems, of which the Customer knows or can reasonably suspect that this will hinder or damage iWink, its customers or internet users.

4.4. If, in the opinion of iWink, hinder, damage or any other danger arises for the functioning of the computer systems or the network of iWink or third parties and/or the services via the internet, in particular due to excessive sending of e-mail or other data, phishing, denial-of-service attacks, poorly secured systems or activities of viruses, Trojans and similar software, iWink is entitled to take all measures it reasonably deems necessary to avert or prevent this danger. iWink may recover the costs reasonably associated with these measures from the Customer, if the danger is caused by or is specifically aimed at the Customer's systems.

4.5. When iWink receives a complaint about a violation of this article by the Customer or finds that this appears to be the case, iWink will inform the Customer of the complaint or violation as soon as possible. Customer will respond as soon as possible, after which iWink will decide how to act. In exceptional cases



where the complainant has requested not to forward the complaint, or if iWink believes that the violation is unmistakable, iWink is not required to forward the complaint.

4.6. If iWink believes that there has been a violation, it will block access to the relevant material, but without permanently removing this material (unless this proves technically impossible, in which case iWink will make a backup). iWink will make every effort not to touch any other materials. iWink will inform the Customer as soon as possible of any measures taken.

4.7. iWink is at all times entitled to report established criminal offenses. iWink is also entitled to provide the name, address and other identifying data of the Customer to a third party who complains that the Customer infringes its rights or these General Terms and Conditions, provided that the correctness of that complaint is reasonably plausible, and the third party has a clear interest in the disclosure of the data.

4.8. Although iWink strives to act as reasonably, carefully and adequately as possible after complaints about the Customer, iWink is not obliged to pay compensation for damage as a result of measures as referred to in this article.

4.9. Customer is not permitted to resell (or resell) the Services.

Article 5. Application for domain names

5.1. Unless expressly agreed, registering a domain name is not part of the Service.

5.2. If a domain name registration is part of the Service, iWink will endeavor to request this from the issuing authority.

5.3. Application, allocation and possible use of a domain name depend on and are subject to the applicable rules and procedures of the registrants. The relevant authority decides on the allocation of a domain name. iWink only plays an intermediary role in the application and does not guarantee that an application will also be honored.

5.4. The Service is provided only after confirmation from the issuing authority that domain registration has been successful. An invoice for registration costs is not proof of delivery.

5.5. Customer indemnifies and holds iWink harmless against all damage related to (the use of) a domain name on behalf of or by Customer. iWink is not liable for the loss by the Customer of its right(s) to a domain name or for the fact that the domain name is requested and/or obtained by a third party before registration or after cancellation, unless iWink has acted with recklessness or malicious intent.

5.6. If applicable, the Customer must comply with the rules set by registering authorities for the application, allocation or use of a domain name.

5.7. In the event of dissolution of the Agreement due to non-performance by the Customer, iWink is entitled to cancel a domain name of the Customer with due observance of a notice period of two months.

Article 6. Storage and data limits

6.1. iWink can set a maximum on the amount of storage space or data traffic per month that the Customer may use in the context of the Services.



6.2. Should the Customer exceed the applicable limits, iWink will charge an additional amount according to iWink's usual rates after sending at least one warning message to the Customer regarding the exceeding.

6.3. When an excessive amount of data traffic is caused by an external cause (such as a denial of service attack), iWink is entitled to pass on the costs to the Customer in accordance with iWink's usual rates.

Article 7. Search Engine Optimization

7.1. If search engine optimization is part of the Service, iWink will make every effort to influence the position and search results of a Work in favor of the Client. Customer acknowledges and understands that the position of and search results in search engines is entirely determined by the administrators of the relevant search engines. iWink cannot guarantee any result to be achieved.

Article 8. Development of Works

8.1. The provisions of this article apply with regard to the development, configuration and/or modification of Works.

8.2. iWink gives no guarantees with regard to the functioning of Works when using non-current, outdated or new versions of operating systems, browsers, plug-ins, scripts, standard software and the like.

8.3. iWink is entitled, but not obliged, to investigate the correctness, completeness or coherence of provided documents, requirements or specifications and to suspend the agreed work in the event of any problems until the Customer has remediated the relevant problems.

8.4. If a Service requires Customer to provide information to iWink, Customer warrants at all times that it has the licenses necessary for the provision to and intended use of this information by iWink. Customer indemnifies iWink against claims from third parties regarding violation of these rights.

8.5. iWink has the right, unless otherwise agreed, to use images, software and components of third parties, including stock photos and open source software, in the development, configuration or modification of Works.

8.6. iWink makes every effort to meet an agreed schedule, but exceeding a date or term does not put iWink in default.

8.7. After delivery, the responsibility for compliance with the relevant third-party licenses when using the developed Works lies with the Client. iWink will inform Customer about the applicable license conditions.

8.8. Customer indemnifies iWink against claims from third parties regarding installation and licenses of the software, except insofar as the claims are the result of information or licenses provided by iWink.

8.9. iWink will only make the source files (such as, but not limited to source code) of delivered Works available to the Client, insofar as this concerns custom work developed specifically for the Client.

8.10. Unless expressly agreed, iWink is not obliged to post content, such as texts and images. When developing or modifying Works, iWink sometimes posts sample content. The Customer is always responsible for creating and posting content via the Content Management System.



Article 9. Delivery and acceptance

9.1. iWink will deliver Works or parts thereof to be developed or modified if, in its professional opinion, they meet the specifications or are suitable for use.

9.2. If a fixed price has been agreed for the development of a Work, the Client must accept the delivery after each phase or reject it within 14 days after delivery, stating valid reasons. A Work can only be rejected if the Client can demonstrate that it does not meet the specifications agreed upon in the Agreement.

9.3. The costs for this acceptance test will be borne by the Customer.

9.4. If the Customer has not (yet) rejected the (part of the) Work after 14 days after delivery, it will be deemed accepted.

9.5. In case of a TM contract (where a fixed price has not been agreed upon for the development of a Work), the Work shall immediately be deemed to have been accepted by the Client upon delivery.

9.6. If the Client wishes adjustments to an already accepted Work, these will be treated as additional work.

9.7. Even if an already accepted Work must be modified so that it functions properly again in combination with other software (as referred to in 9.2), these modifications will be treated as additional work.

Article 10. Intellectual property

10.1. All intellectual property rights to the Works developed by iWink rest exclusively with iWink or its licensors.

10.2. The Customer obtains solely the non-exclusive usage rights that are expressly outlined in these General Terms and Conditions, the Agreement, or any other documented format. Beyond these stipulations, the Client is prohibited from replicating or disseminating these Works. The obligation to disclose the source code of Works is limited to instances where it is explicitly agreed upon.

10.3. iWink uses (open source) software for its activities, the rights of which may lie with third parties. For works made by iWink, the rights are held by iWink, unless it has been agreed with the Customer in Writing that the rights will be transferred.

10.4. The Client is not permitted to remove or change any indication of copyrights, brands, trade names or other intellectual property rights from the Works, including indications regarding the confidential nature and secrecy of the Works.

10.5. The parties may use each other's brand, trade name and/or logo for promotional purposes, for example as a reference on a website, without this being seen as an infringement of any intellectual property.

10.6. iWink is allowed to take technical measures to protect its Works. If iWink has secured these Works by means of technical protection, the Customer is not permitted to remove or circumvent this protection, unless the law stipulates the contrary.



Article 11. Installation and maintenance of Works

11.1. If this has been agreed as a Service, iWink will install and configure the Works on the agreed environment.

11.2. If licenses from third parties are necessary for the use of Works, Customer will purchase these licenses and ensure that the provisions contained therein are strictly observed. Customer indemnifies iWink against claims from third parties regarding installation and licenses of the software, except insofar as the claims are the result of information or licenses provided by iWink.

11.3. If maintenance has been agreed as a Service, iWink will make further efforts to adjust the Works at the request of the Customer to improve the functionality and to correct errors. However, iWink is always entitled to refuse such a request if, in its opinion, this is not feasible or may impede the proper functioning or availability of the Works. Such maintenance shall be considered a TM contract, unless otherwise agreed.

Article 12. Prices and payment

12.1. All prices are in euros, unless otherwise agreed. Periodic costs must be paid annually in advance.

12.2. Unless expressly stated otherwise with an amount, all prices quoted by iWink are exclusive of sales tax and other levies imposed by the government.

12.3. If a price is based on information provided by the Customer and this information proves to be incorrect or incomplete, iWink has the right to adjust the prices accordingly, even after the Agreement has already been concluded.

12.4. iWink will send an electronic invoice to the Customer for the amounts owed by the Customer.

12.5. The payment term for invoices is fourteen days from the date of the invoice, unless a longer payment term is indicated on the invoice. If the Customer does not pay on time, it will automatically be in default, without notice of default being required.

12.6. If the Customer believes that (part of) an invoice is incorrect, he must report this to iWink within the payment term. The payment obligation of the disputed (but not the remainder) is suspended until iWink has investigated the report. If it appears that the dispute was unjustified, the Customer must still pay the disputed amount within seven days.

12.7. If the Client is in default, this has the following consequences:

- a. The statutory interest is due on the outstanding amount;
- b. In addition to the amount due and the interest accrued thereon, the customer is obliged to pay full compensation for both extrajudicial and judicial collection costs, including the costs for lawyers, jurists, bailiffs and collection agencies;
- c. iWink may block access to Accounts;
- d. The websites and other Works hosted for Customer may be made inaccessible by iWink until the outstanding amounts, interest and the like have been paid.



12.8. The claim for payment is immediately due and payable in the event that the Client is declared bankrupt, applies for a suspension of payments or if the Client's assets are seized in full, the Client dies or if it goes into liquidation or is dissolved.

12.9. Development of Works is invoiced as a TM contract, unless agreed otherwise.

12.10. iWink reserves the right to invoice for the provision of Services on an annual basis in advance.

12.11. Unless the Customer is a consumer, the Customer may not appeal to suspension, set-off or deduction.

12.12. The Customer is obliged to pay iWink the amounts arising from the Agreement. If the Customer consists of several natural and/or legal persons, each of those persons is obliged to comply with the payment obligations.

12.13. If proof must be provided with regard to the services performed and the amounts owed by the Customer, without prejudice to the right of the Customer to provide evidence to the contrary, all relevant documents and data from iWink's systems and administration provide full proof.

Article 13. Additional work

13.1. All changes to the Services, either at the request of the Customer or due to any circumstances whatsoever, will be regarded as additional work if this involves additional time. The additional work will be invoiced to Customer at the usual hourly rate.

13.2. If iWink has to perform more work than iWink should have foreseen at the time of the quotation, or has to work under more difficult circumstances than it was or should have been aware of when entering into the Agreement, iWink is entitled to charge the resulting additional costs to the Customer.

13.3. If the Customer does not agree with the additional costs involved, it has the right to cancel the part of the additional work that has not yet been performed, however without the right to a refund or remission of the costs of additional work already performed.

13.4. The Customer understands that the agreed or expected time of completion of the Agreement may be affected by amendments to the agreement and/or the occurrence of additional work.

Article 14. Duration, (price) changes and cancellation

14.1. The duration of the Agreement is that period of time necessary to provide the Services. A Subscription is entered into for a period of one year, unless explicitly agreed otherwise in the Agreement. The Agreement can only be terminated prematurely as stipulated in these General Terms and Conditions, or with the consent of both parties.

14.2. Either party may cancel a Subscription with due observance of a notice period of 2 months.

14.3. iWink is allowed to adjust its hourly rates at any time.



14.4. iWink is entitled to determine amended prices and General Terms and Conditions that automatically become applicable to a tacit renewal of a Subscription. iWink must communicate these changes to the Customer in Writing, at least 3 months before the end of the current term.

14.5. In the absence of timely cancellation, a Subscription will be tacitly extended for a term equal to the previous term.

14.6. iWink may make changes to these General Terms and Conditions at any time if these are necessary due to changed legal regulations. The Customer cannot object to such changes.

14.7. iWink may immediately suspend or terminate the Agreement In Writing if at least one of the following special grounds applies:

- a. Customer is in default with regard to a material obligation;
- b. The Client's bankruptcy has been filed;
- c. Customer has applied for suspension of payment;
- d. Customer's business is terminated or liquidated.

14.8. If iWink suspends the fulfillment of its obligations, it retains its claims under the law and the Agreement, including the right to payment for the Services that have been suspended.

14.9. If the Agreement is terminated or dissolved, iWink's claims against the Customer are immediately due and payable. In the event of dissolution of the Agreement, invoiced amounts for services rendered remain due, without any obligation to undo. In the event of dissolution by the Customer, the Customer may only dissolve that part of the Agreement that has not yet been performed by iWink. If the dissolution is attributable to the Customer, iWink is entitled to compensation for the damage that arises directly and indirectly as a result.

Secrecy and acquisition of personnel

15.1. Parties will treat information that they provide to each other before, during or after the performance of the Agreement as confidential if this information is marked as confidential or if the receiving party knows or should know that the information was intended to be confidential. The parties also impose this obligation on their employees as well as on third parties engaged by them for the implementation of the agreement.

15.2. iWink will not share confidential data that the Customer stores in iWink's systems with third parties, unless this is necessary for the proper execution of the Agreement or iWink is obliged to do so pursuant to a statutory provision or court order.

15.3. iWink may use the knowledge it has gained during the execution of the Agreement for itself other clients, insofar as no information from the Customer becomes available to third parties in violation of confidentiality obligations.

15.4. The obligations under this article will also survive termination of the Agreement for whatever reason, for as long as the party providing the information can reasonably claim the confidential nature of the information.

15.5. Until twelve months after the end of the Agreement, the Customer will not offer iWink employees an employment contract, employ them or otherwise have them work (or try to) work for them.



Article 16. Liability

16.1. iWink is only liable towards the Customer in the event of an attributable shortcoming in the fulfillment of the Agreement and only for replacement compensation, ie compensation for the value of the non-performance.

16.2. Any liability of iWink for any other form of damage is excluded, including additional compensation in any form whatsoever, compensation for indirect damage or consequential damage, damage due to lost turnover or profit, as well as damage due to exceeding deadlines as a result of changed circumstances.

16.3. The liability of iWink for any event is at most the amount invoiced to Customer in the twelve months prior to the month in which the harmful event occurred, with a maximum of € 500,000 (excluding VAT).

16.4. The liability of iWink due to an attributable shortcoming in the fulfillment of the Agreement only arises if the Customer immediately and properly declares iWink in default In Writing, setting a reasonable term to remove the shortcoming, and iWink continues to fall short of its obligations after that term. The notice of default must contain as detailed a description as possible of the shortcoming, so that iWink is able to respond adequately. By the lapse of twenty-four months after the claim for compensation arose, the Customer's claim against iWink lapses.

16.5. The Customer is liable to iWink for damage caused by an error or shortcoming attributable to him. The Customer indemnifies iWink against claims regarding non-compliance with the rules of conduct in these General Terms and Conditions when using the Services by or with the consent of the Customer. This indemnification also applies to persons who, although not employees of Customer, have used the Services under the responsibility or with the permission of Customer.

Article 17. Force majeure

17.1. Neither party can be held to fulfill any obligation if a circumstance beyond the control of the parties and which could not or should not have been foreseen when the Agreement was concluded, nullifies any reasonable possibility of fulfilling the obligations.

17.2. Force majeure also includes (but is not limited to): disruptions of public infrastructure that is normally available to iWink, and on which the provision of the Services depends, but over which iWink cannot exercise actual power or contractual performance obligation, such as the operation of the registers of IANA, RIPE or SIDN, and all networks in the internet with which iWink has not entered into a contract; failures in infrastructure and/or Services of iWink caused by computer crime, for example (D)DoS attacks or successful or unsuccessful attempts to circumvent network security or system security; shortcomings of suppliers of iWink, which iWink could not foresee and for which iWink cannot hold its supplier liable, for example because the relevant supplier was (also) subject to force majeure; government measures; strikes; wars; terrorist attacks and internal disturbances.

17.3. If a force majeure situation lasts longer than three months, each of the parties has the right to dissolve the Agreement In Writing. In that case, what has already been performed on the basis of the Agreement will be settled pro rata, without the parties owing each other anything further.



Article 18. Processing of personal data

18.1. The provisions in this article only apply if and insofar as the Customer has provided iWink with a description of Personal Data, including the nature and purpose of the processing, categories of data subjects and retention periods. The provisions in this article do not apply to other processing, such as e-mail traffic to and from iWink.

18.2. The Customer is data controller (in the sense of the GDPR) for the processing of the Personal Data. iWink acts as a data processor (within the meaning of the GDPR) and has no independent control over the Personal Data.

18.3. iWink processes Personal Data on behalf of the Customer, in accordance with the purposes and retention periods determined by the Customer and in accordance with any other instructions provided by the Customer. The Customer ensures that its instructions to iWink lead to processing that will be in accordance with applicable regulations and will not infringe any right of third parties. If iWink nevertheless believes that the processing constitutes a violation of law or other regulations, iWink will report this to Customer.

18.4. iWink shall implement suitable technical and organizational safeguards to shield Personal Data from loss and unauthorized processing. These measures are adapted in accordance with the latest technological advancements and balanced with the costs they entail. Moreover, the level of protection is commensurate with the risks associated with the processing activities and the sensitivity of the data in question.

18.5. In the event of a Data Leak, iWink will inform the Customer as soon as possible. If possible within twenty-four hours after the Data Leak has become known to iWink.

18.6. iWink guarantees that Personal Data will not be processed outside the European Economic Area.

18.7. Customer has the right, at its own expense, to have Personal Data retrieved or destroyed by iWink for the entire duration of the agreement up to one year thereafter.

18.8. If requested, iWink will cooperate with the Customer so that it can fulfill its obligations arising from legislation (such as investigating and handling a complaint or report, or performing a PIA).

18.9. If a Data Subject sends a request or complaint to iWink, iWink will immediately forward it to the Customer.

18.10. iWink and all employees who have access to the Personal Data will keep the Personal Data of which they become aware confidential, unless a legal regulation obliges them to disclose it.

18.11. iWink will have all employees involved in the implementation of the Agreement sign a confidentiality statement.

18.12. After providing the description of the Personal Data (as referred to in the first paragraph of this article), iWink indicates whether sub-processors are engaged for this processing and, if so, which ones. The Customer must agree to this statement before the processing of Personal Data can be started.

18.13. iWink has written agreements with all sub-processors and imposes at least the same obligations on sub-processors as arise from this agreement. iWink ensures that sub-processors comply with these obligations.



18.14. iWink remains responsible for the consequences of any outsourcing to sub-processors.

18.15. The Customer may check the measures and compliance with iWink's obligations at its own expense. This on the condition that the Customer informs iWink of this at least forty-eight hours in advance and follows reasonable instructions from iWink upon inspection. The business operations of iWink may not be unreasonably disrupted.

Article 19. Procedure after termination

19.1. After termination of the Agreement, as a result of cancellation or dissolution, iWink is entitled to immediately delete all stored data or make it inaccessible and to cancel all Customer Accounts.

19.2. If the Customer wishes to receive an export of data stored in iWink's system, the Customer must notify iWink of this In Writing no later than two weeks before the end of the Agreement. If reasonably possible, iWink will fulfill this request. iWink is entitled to charge the costs for making this export to the Customer in accordance with the usual rates at iWink.

19.3. The deletion of data stored for the Customer takes place without special precautions to make the deletion irreversible. Customer can request that deletion takes place with the aid of a software data shredder for an additional fee.

Article 20. Final provisions

20.1. Dutch law applies to this agreement.

20.2. Insofar as not dictated otherwise by mandatory law, all disputes that may arise as a result of this agreement will be submitted to the competent Dutch court for the district in which iWink is located.

20.3. If a provision of this agreement proves to be null and void, this will not affect the validity of the entire agreement. In that case, the parties will determine (a) new provision(s) to replace it, which are in line with the intention of the original agreement as far as legally possible and these General Terms and Conditions are given shape.

20.4. Information and announcements, including price indications, on the iWink website are subject to programming and typing errors. In the event of any inconsistency between the Website and the Agreement, the Agreement shall prevail.

20.5. The log files and other electronic or non-electronic administration of iWink constitute complete proof of statements made by iWink and the version of any (electronic) communication received or stored by iWink is considered authentic, unless the Customer proves otherwise.

20.6. The parties will always inform each other immediately In Writing of any changes in name, postal address, e-mail address, telephone number and bank account number.

20.7. Each party is only entitled to transfer its rights and obligations under the Agreement to a third party with the prior written consent of the other party. However, this permission is not necessary in the event of a company takeover or takeover of the majority of the shares of the party in question. Contrary to this, iWink is



always entitled to transfer its rights and obligations under the agreement to a parent, subsidiary or sister company.