



Client Details Form

1. Please indicate why you are filling out this form.	
<input type="checkbox"/>	I am a new client*
<input type="checkbox"/>	I am a client and I wish to change my client details.
Your client number (see invoice):	
*How did you find us?	
<input type="checkbox"/>	Through a Signet partner/reseller, namely:
<input type="checkbox"/>	Other:

2. Your details:	
Company name	
Office address	
Postcode & city	
Postal address (if different)	
Postcode & city	
Invoice address (if different)	
Postcode & city	
Country (foreign clients only)	
Telephone number	
Fax number	
Chamber of Commerce registration number (required)	
VAT registration number (foreign clients only)	

3. Authorised signatory details			
Name, initials		<input type="checkbox"/> Male	<input type="checkbox"/> Female
Telephone number			
Email address (required)			
Do you wish to receive maintenance alerts at the above email address?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Do you wish to receive our newsletter at the above email address?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

4. Technical contact details - if different from contact under 3			
Name, initials		<input type="checkbox"/> Male	<input type="checkbox"/> Female
Telephone number			
Email address (required)			
Are the account and login details of your subscriptions to be sent to this person?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Do you wish to receive maintenance alerts at the above email address?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Do you wish to receive our newsletter at the above email address?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	



5. Financial contact details - if different from contact under 3					
Name, initials		<input type="checkbox"/>	Male	<input type="checkbox"/>	Female
Telephone number					
Email address (required)					
Is the invoice to be sent to this person?		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Do you wish to receive maintenance alerts at the above email address?		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Do you wish to receive our newsletter at the above email address?		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

6. Standing order		SEPA	
We try to keep our prices low, among other things by keeping the administrative costs low. You can contribute by authorising us to direct debit the subscription amounts from your bank account. Approximately 30 days before the amount is debited, you will receive an invoice notifying you of the direct debit payment.			
Name:	Signet b.v.		
Address:	Science Park Ekkersrijt 5218		
Postcode/city:	5692 EG Son	Country:	The Netherlands
Collector ID:	NL78ZZZ 170899300000		
Direct debit mandate ref.:	IC <client number>-<serial number> We include the reference in our invoices as well.		
By signing this form, you authorise Signet bv to send standing orders to your bank to debit an amount from your bank account and your bank to debit an amount from your account in accordance with Signet bv's instructions. If you do not agree to the direct debit, you may reverse it. You should contact your bank within 8 weeks of the direct debit to do so. Ask your bank for the terms and conditions.			
We will use your name and address details as entered under 2 of this form.			
Bank account number [IBAN]:		Bank identification [BIC]:	

7. Other terms and conditions
The minimum contract term and contract renewal will depend on the subscription selected. Notice of termination is to be given in writing, with due observance of a notice period of one month prior to the new subscription period. The agreement will be formed upon written confirmation by Signet of the application. We reserve the right to refuse applications without stating reasons. All our services will be governed by the general terms and conditions as filed with the Chamber of Commerce and Industries for East Brabant under number 17089930. By signing this form, I declare that I have received and read a copy of, and agree to, the general terms and conditions.

8. Signature and transmission to Signet		
<input type="checkbox"/>	I have attached a copy of an excerpt from the Trade Register.	
Signature		
06-08-2015	Name:	
	Date:	Place:
Please email your form(s) to: info@signet.nl - fax +31 (0) 40 - 707 4 909 - or send by regular post to: Signet bv, Science Park Eindhoven 5218, 5692 EG Son		
We will not make your details available to any third parties.		

General Terms and Conditions of Signet B.V. - no.: 2009/10 V 1.2

Signet B.V., a private company with limited liability, (hereinafter "Signet") is listed in the Trade Register with the Chamber of Commerce in Eindhoven, the Netherlands under number 17089930.

1. Applicability

1.1 These General Terms and Conditions will apply to all offers, quotations, Agreements and obligations ensuing from the foregoing in respect of the provision of services, use rights and/or products by Signet to or for the Client.

1.2 In the event of conflict between any specific provisions in or by virtue of the Agreement and these General Terms and Conditions, the provisions in or by virtue of the Agreement will prevail.

1.3 Any derogations from these General Terms and Conditions will be valid only if and to the extent expressly agreed in writing. Any derogations will relate only to the Agreement in which they were made.

1.4 Any general purchase or other general conditions of the Client will not apply to the legal relationship between the Client and Signet and are hereby expressly rejected in advance.

2. Definitions

The following capitalised terms will have the following meanings:

Connection: the Client's connection which allows it to use the Services.

Hardware: the equipment, including the systems software that is given in loan for use on the Client's site for the purpose of Signet's provision of services.

Appendices: the appendices to the Agreement that will form an integral part of the Agreement and that will be subject to amendment from time to time.

Services: any services agreed pursuant to the Agreement.

Documentation: any technical and functional descriptions, and user manuals, in any form whatsoever.

User: an employee of the Client who is authorised to use the Services.

Intellectual Property: any patent rights, copyright, trademark, drawing and design rights and/or any other intellectual property or other rights, including but not limited to sui generis rights in databases and topographies of semi-conductor products or other creations as well as any - patentable or non-patentable - technical and/or commercial knowhow, methods and concepts.

Materials: the information carriers on which the Software is recorded.

Contract Extras: any additional work as referred to in article 9.4.

Inadequacies: any failure by the Services to conform to the specifications or Service Levels as recorded in or by virtue of the Agreement.

Client: the contracting party with which Signet enters into an agreement.

Agreement: an agreement with Appendices entered into between Signet and the Client.

Staff: the staff members and/or agents to be engaged by Signet in the performance of an Agreement who will be working under the responsibility of Signet.

Software: any computer software including but not limited to systems software, application software, and user interfaces, together with the associated documentation and Materials.

SLA: the Service Level Agreement attached as an Appendix to the Agreement, which describes the Service Levels with respect to the Services.

Supplier: the third party engaged by Signet in the performance of the Agreement.

Confidential Information: any oral or written information provided by either party with respect to which it is completely clear that such information is confidential, as well as any information with respect to which the relevant party indicates that it should be treated as confidential; confidential information will in any event be understood, without attempting to provide an exhaustive list, as:

- the identity of the Client and of other business relations or potential clients and business relations;
- names, addresses and telephone numbers of individual contacts;
- substantive information, either detailed or non-detailed: the services, current contracts and quotations issued;
- message traffic and computer data;
- personal data;
- pricing, marketing strategies, product strategies, and internal and external working methods;
- technical and commercial knowhow;
- budgets set, estimates made, and other non-public financial information; and
- management policy and other business strategies.

Workdays: any calendar days, except for weekends and public holidays.

Working Hours: office hours in accordance with the SLA.

Items: the items to be supplied by or on behalf of Signet to the Client pursuant to the Agreement.

3. Offers and formation of Agreements

3.1 All offers made by Signet will be valid for a period of thirty (30) days and will be subject to contract. Signet reserves the right to revoke any offer made by it within seven (7) days of acceptance.

3.2 In the event that acceptance derogates from the offer made by Signet, Signet will consider such acceptance as an invitation to make an offer. If it wishes to accept such invitation, Signet will make a new offer to which articles 3.1 and 3.2 will again apply.

3.3 Unless Signet revokes its offer, an Agreement will be formed by the Client's written acceptance of Signet's offer. The Agreement may also be entered into electronically. An Agreement that is entered into electronically will not be formed until Signet has expressly confirmed the assignment to the Client by email.

3.4 The Client will be bound from the time of giving Signet an assignment or accepting a quotation issued by Signet. In derogation of the provisions of Section 6:225 (2) of the Dutch Civil Code [BW], acceptance by the Client derogating from a quotation on minor points will not be binding on Signet either, but an Agreement will be formed on the terms and conditions of the quotation.

3.5 Signet will not be bound by the contents of any brochures, printed matter or any other advertising material, unless expressly referred to in the Agreement entered into between the parties.

3.6 The Client will keep Signet informed of any changes to the data entered by it in the Agreement.

4. Signet's obligations

4.1 To the extent not expressly otherwise provided for in writing in or by virtue of the Agreement, Signet will use its best efforts to remedy any malfunction that may occur as soon as possible.

4.2 Signet will perform to the best of its ability to ensure that the Services meet and continue to meet the Service Levels agreed in the SLA.

4.3 Signet will perform to the best of its ability to provide optimum availability of the Services. Signet does, however, expressly not warrant the performance or uninterrupted performance of telecommunications connections, unhindered access to, and uninterrupted use of, the Services, correct and uncorrupted data transmission, and complete reliability and non-hackability of the Services.

4.4 In no event will Signet be under any obligation to recover lost data or to compensate any damage caused by lost data.

4.5 Signet will refrain from accessing data traffic and/or files from the Client that are not intended for it, and will not make any such data traffic and/or files available to any third parties, unless Signet is under an obligation to do so by virtue of the law or a court order, or in the event that the Client acts, or is suspected of acting, contrary to these General Terms and Conditions or the law, or if Signet deems this necessary for purposes of security of the Hardware, Software and/or Services.

4.6 If and to the extent that Signet starts to retain traffic or other data relating to the Services during the required period by virtue of a statutory provision or the Agreement, Signet will be entitled to charge additional costs in that respect.

5. Complaints

5.1 Any complaints about improper or incomplete provision of Services are to be submitted to Signet in writing immediately upon discovery of the inadequacy. Any complaints about improper or incomplete delivery of goods are to be submitted to Signet in writing within eight days of receipt of the goods.

6. Changes to the Services

6.1 The Client will at all times be entitled to request Signet in writing to change the scope of the Services to be provided by Signet in accordance with the Agreement within reason, but only if the parties have reached agreement on that respect in advance.

6.2 Signet will specify in writing, within a reasonable period of such instruction to make a change, the consequences that the relevant change will have for the Services and the Service Levels, as well as the costs of the work. The Client will be entitled, until eight (8) calendar days after receipt of the specification, to revoke or modify the instruction to make a change.

6.3 Signet will be entitled to change the Services at its reasonable discretion. Signet will not be liable for the costs ensuing from the foregoing for the Client. Any change to the applicable Services to the detriment of the Client is to be announced in writing at least one month prior to the effective date of such change. To the extent that the Agreement or these General Terms and Conditions do not provide for changes to the Services, the Client will be entitled to terminate the then-current Agreement within eight days of announcement of the change with effect from the effective date of the relevant disadvantageous change.

6.4 Any change that, at Signet's reasonable discretion, requires a significant adjustment on the part of the Client will be communicated to the Client as soon as possible. The Client will not be entitled to compensation of any damage.

6.5 Signet will be entitled, without any prior notice, either temporarily or permanently, to render the System and/or the Services inoperable or to limit the use thereof, to the extent necessary for such (urgent) maintenance as is reasonably required to improve the System and/or the Services and/or to mitigate any (follow-up) damage for the Client, the User and/or Signet, and without any right to damages arising on the part of the Client or the User vis-à-vis Signet as a result. Signet will notify the Client and/or the User thereof afterwards.

7. Client's obligations

7.1 The Client will be under the obligation to render all reasonably necessary cooperation as may be required for the provision of the Services and the related management services, including:

- making all rooms where technical facilities are installed for the purpose of the Services accessible at all times for Signet and/or the Supplier. Access to such rooms will at all times require Signet and/or the Supplier to be accompanied by a Client representative, unless the Client releases Signet and/or the Supplier of such obligation in writing. Signet and/or the Supplier will notify the Client of the time at which such work will be performed and the person who will perform such work in a timely fashion, save in urgent situations;
- notifying Signet and/or the Supplier of any changes to the organisation and the information systems or other changes that may affect the performance of the Services by Signet and/or the Supplier in a timely fashion;
- making space available on the Client's site for installing Hardware, Software etc. required for the Services.

7.2 Relocation of the Connection will be deemed to constitute Contract Extras which will require a separate assignment to that effect to be given by the Client in good time.

7.3 The Services, Items and use rights to be provided or granted by Signet pursuant to the Agreement may only be used for legal and legitimate purposes only. Moreover, they may be

used only so as to prevent infringement of any third-party rights, including but not limited to intellectual property rights.

7.4 The Client warrants that the User will at all times strictly and faithfully perform the obligations ensuing from the Agreement and these General Terms and Conditions. To the extent that the User has any obligations, such obligations will be deemed to constitute obligations of the Client itself as well.

7.5 The Client will at all times be responsible for any use - including but not limited to unauthorised use - made of the Services.

7.6 The Client will notify Signet in writing as soon as possible of any changes to the relevant data relating to the Client.

7.7 The Client is to observe the technical and other instructions, conditions and procedures provided by or on behalf of Signet, or as described in the Agreement or these General Terms and Conditions.

7.8 The Client will refrain from hindering Signet or any other users of Signet's services and/or causing damage to Signet's service traffic. The Client will be prohibited from using any processes or programs that the Client knows, or may reasonably suspect, may hinder or cause damage to Signet or any users of Signet's services.

7.9 The Client and/or the user will not be authorised to use the Services for the transmission or posting of unlawful content or other unlawful messages or codes, or for any acts and/or behaviour that may be contrary to applicable statutory provisions, self-regulation, generally accepted standards of decency (including the Netiquette rules), the Agreement or these General Terms and Conditions, including but not limited to the following acts and behaviour:

- spamming: unsolicited transmission of email with the same contents and/or unsolicited posting of a message with the same contents in newsgroups on the Internet;
- infringement of copyrighted works or rights to databases, or otherwise acting in breach of third-party intellectual property rights;
- publication and/or dissemination of child and other pornography;
- sexual or other harassment or otherwise bothering persons;
- hacking: unauthorised accessing of other computers or computer systems on the Internet.

7.10 The Client and/or the User will not be permitted to transfer, or allow the use of, the manual or any other rights ensuing from the Agreement to any third parties, save with the express written consent of Signet.

7.11 The Client will be responsible for having proper hardware, software and a connection to a telecommunications network at its disposal to be able to use the Services.

7.12 The Client will be under the obligation to follow any reasonable instructions from Signet in respect of the use of the Services. The Client will expressly be prohibited from making the Services, or the software released by Signet, available to any third parties. The Client will be liable for any authorised or unauthorised use of the Services, including in particular the Login Data, by third parties.

8. Delivery periods

8.1 Any agreed terms for provision of the Services by Signet will not commence until the Client has provided Signet with all such information and items as may be required for the performance of the assignment.

8.2 Unless expressly agreed otherwise, any agreed dates will be target dates.

8.3 In no event will Signet be in default by the mere expiry of any agreed delivery periods. Default will at all times require written notice of default, in which Signet is granted a reasonable term of at least 14 days to perform.

8.4 If Signet foresees that it will be unable to perform a certain obligation under the Agreement within the term set for such performance, it will promptly notify the Client in writing of the relevant delay in performance of the Agreement, indicating the cause of the delay, as well as the measures proposed by Signet to prevent or undo the (impending) delay.

9. Prices

9.1 Unless agreed otherwise, the prices quoted by Signet and/or agreed between the parties will at all times be exclusive of turnover tax.

9.2 Unless agreed otherwise, the Client will pay Signet a fee for the services, computed in accordance with Signet's prevailing rates.

9.3 Signet will be entitled to adjust its rates on an annual basis. Any change to the applicable rate to the detriment of the Client is to be announced in writing at least one month prior to the effective date of such change. To the extent that the Agreement or these General Terms and Conditions do not provide for the price changes, the Client will be entitled to terminate the then-current Agreement within eight days of announcement of the change with effect from the effective date of the relevant disadvantageous change.

9.4 If, during the term of the Agreement, the parties agree in writing that any additional work, that is not described in or by virtue of the Agreement, is to be performed by Signet, such additional work will constitute Contract Extras. Any adjustments in terms of clean-up and/or constraints of the Services may, depending on the concrete situation, also lead to Contract Extras. For Contract Extras Signet will charge the rates set forth in the relevant Appendix. The costs of Contract Extras will not be due by the Client until it has given Signet a written assignment to perform such Contract Extras, unless a written assignment cannot reasonably be awaited in view of urgent matters that require prompt resolution. In such event the parties will agree that the Contract Extras will either be performed at a fixed price and invoiced in accordance with a payment schedule subsequently to be agreed or that the Contract Extras will be performed based on subsequent costing and will be invoiced monthly in arrears.

10. Payment

10.1 Unless agreed otherwise, the agreed periodic fee will be payable by the Client on a quarterly basis in advance. The periodic rate prevailing on the date of commencement of the relevant period will be stated in or by virtue of the Agreement.

10.2 To the extent not provided otherwise, the agreed periodic amount due for the Services will be payable without any discount or setoff within thirty (30) days of the date of the invoice.

10.3 Invoicing and payment will be in euros.

10.4 Signet will send invoices in a single copy to the Client, stating the items to which the invoices relate and the period during which the Services and/or Contract Extras were provided.

10.5 If Signet is unable to provide the Services in accordance with the Agreement as a result of circumstances beyond Signet's control (including the circumstances referred to in article 18), the Client's payment obligations will remain in effect.

10.6 If the Client fails to pay the relevant invoice after expiry of the term referred to in article 10.2, after repeated reminders and without any valid reason, the Client will owe default interest by operation of law, computed on an annual basis, equal to the compound statutory commercial interest, and will also pay extrajudicial costs of collection, which will be set at 15% of the outstanding amount, subject to a minimum of EUR 50, exclusive of costs of information and registration.

11. Retention of title

11.1 All Items delivered by Signet will remain the property of Signet until the amounts due under the Agreement have been paid in full, including any interest and costs of collection due.

11.2 If the Items delivered relate to, or include, a use right to Intellectual Property Rights, e.g. in the event of software, title to the physical carrier (diskette, CD-ROM, etc.) will pass to the Client upon payment, and the Client will be granted a use right in respect thereof for the term of the Agreement and on the conditions set forth in the Agreement.

12. Security

12.1 Signet will endeavour to realise adequate security of the Services within Signet's domain. Otherwise, the Client will bear the responsibility and risk in respect of its own systems, data and other, sensitive and non-sensitive, information.

12.2 Signet warrants that any staff engaged by or on behalf of Signet in the performance of the Agreement will observe the security procedures in place at the Client's that have been communicated to Signet.

12.3 Signet warrants that any staff engaged by or on behalf of Signet in the performance of the Agreement will observe all public law requirements, including those set forth in the Dutch Data Protection Act [Wet Persoonsregistraties] or the Dutch Personal Data Protection Act [Wet Bescherming Persoonsgegevens], as applicable.

13. Intellectual Property

13.1 Unless agreed otherwise in writing, the Intellectual Property in any Software, Documentation and/or Materials made available by Signet will remain vested in Signet or its Suppliers, as applicable.

13.2 To the extent applicable, the Client will only acquire a non-exclusive and non-transferrable right to use the Software, Documentation and/or Materials. The use right may be used only for purposes of use of the Services.

13.3 The use right will be granted for the term of the Agreement (including any renewal thereof). The fee for the use right for the Software, Documentation and/or Materials will be deemed to be included in the price due by the Client to Signet under the Agreement.

13.4 The Client will be permitted to create, or cause the creation of, one copy of the Software for backup purposes on site.

13.5 Signet will indemnify the Client against any third-party claims on account of infringement of intellectual property rights alleged by such third parties in respect of the Software, Documentation and/or Materials, unless the infringement was caused by a change or addition, or by other improper use and/or use contrary to the provisions of the Agreement and/or these General Terms and Conditions. The Client will promptly notify Signet of any such third-party claims on account of intellectual property rights. To the extent within its power, Signet will undertake, at its own expense, to take all such reasonable measures as may contribute to the prevention of stagnation in the Services and to mitigation of any additional costs to be incurred and/or damage to be suffered by the Client.

13.6 As soon as the Agreement ends (early), the Client will, on Signet's demand, return carriers containing the Software, Documentation and/or Materials, the intellectual property rights or property rights to which are vested in Signet or its Suppliers, as applicable.

14. Confidentiality

14.1 Without prejudice to the powers conferred on the Client in the Agreement and the General Terms and Conditions, both parties will keep confidential any Confidential Information, irrespective of whether such Confidential Information has been disclosed orally or in writing.

14.2 Save with the prior written consent of the other party, neither party will make any information and data carriers at its disposal available to any third parties or their staff other than as permitted under the scope of the Agreement and/or the General Terms and Conditions, and they will disclose such information and data carriers to such parties only to the extent permitted pursuant to the Agreement and/or the General Terms and Conditions, and only to the extent permitted and necessary for purposes of rendering the agreed performances.

14.3 The parties will impose on their staff and any third parties the written obligation to comply with these confidentiality provisions.

14.4 Neither party will, without the written consent of the other, disclose any details of the Agreement and/or the General Terms and Conditions in any publications or advertisements.

15. Assignment of rights and obligations; subcontracting

15.1 Neither Party may assign the rights and obligations under the Agreement and/or the General Terms and Conditions to any third party without the other party's written consent. The Client may not make the Services available to any third parties.

15.2 Signet will, however, be entitled to assign its rights and obligations under an Agreement and/or the General Terms and Conditions to a third party under its control, or with which it

enters into a partnership, if and to the extent that the Client's interests are reasonably not prejudiced as a result, and provided that it notifies the Client thereof in writing.

15.3 Signet will be authorised to engage the services of Suppliers and other third parties in the performance of an Agreement and/or the General Terms and Conditions.

15.4 Signet will observe the utmost care in its choice of Suppliers. If so agreed, Signet will endeavour to ensure that the required (land) telecommunications connections are supplied in good time.

15.5 If Signet is unable to realise the Connection in good time and/or in accordance with the SLA due to late supply of (land) telecommunications connections, Signet will not be liable for any damage that may arise as a result.

16. Liability

16.1 If either party fails to perform one or more of its obligations under the Agreement and/or the General Terms and Conditions, the other party will give it notice of default on that account, unless performance of the relevant obligations is already permanently impossible, in which event the failing party will immediately be in default. Notice of default is to be given in writing, granting the failing party a reasonable term to perform its obligations.

16.2 The Client will be liable for any damage suffered by Signet as a result of damage to and/or loss of Hardware and/or Software, interruption of Signet's Services, or any other damage, to the extent resulting from negligence and/or careless acting on the part of the Client or its staff and/or acts on the part of the Client or its staff that are not permitted pursuant to the Agreement and/or the General Terms and Conditions.

16.3 If Signet is liable, and to the extent not agreed otherwise in writing, Signet's liability to pay damages will be limited to a maximum of EUR 1,000 per event, a series of related events being deemed to be one event, and EUR 10,000 per calendar year. Only the following direct damage will be eligible for such compensation:

- damage to software, hardware, data carriers, data files and configuration data of data communications equipment within Signet's domain, which is understood as: material damage as well as defective performance or non-performance;
 - material damage to any other property of the other party or third parties;
 - costs of necessary changes and/or modifications within Signet's domain to hardware, software, specifications, materials or documentation, made to mitigate or repair direct damage;
 - reasonable costs incurred by the Client to prevent or mitigate direct damage or loss that may be expected as a result of the event that Signet's liability is based on;
 - reasonable costs incurred to assess the damage that Signet's liability is based on;
 - reasonable costs incurred to establish the cause of the damage, liability, direct damage and the remedy;
- all to the extent that the Client has created a backup of the relevant files and to the extent that Signet's insurer compensates the relevant damage.

16.4 Any liability on the part of Signet for consequential damage will be excluded. For purposes hereof, consequential damage will be understood as:

- lost profit;
- costs incurred to prevent, mitigate or assess consequential damage;
- any damage other than the direct damage referred to in article 16.3, including but not limited to consequential damage due to loss of or damage to data.

16.5 The limitations set forth in article 16.3 will expire in the event of third-party claims for damages as a result of death or personal injury and/or in the event of wilful misconduct or gross negligence on the part of Signet and/or its staff. In such event Signet's liability will be limited to the amount paid out by Signet's liability insurer.

16.6 Signet will not be responsible for the proper and uninterrupted performance of the telecommunications infrastructure and/or power supply, without prejudice to the other force majeure situations referred to in article 18.

16.7 Any urgent and/or Maintenance work, both to improve the Services, will be announced in advance to the extent possible. Signet will not be liable for any damage as a result of failure and/or inaccessibility due to maintenance to or in connection with the Services that is reasonably necessary.

16.8 The Client will be liable for any use made by the Client of the Services or any other Services provided or rendered by Signet.

16.9 Any damage as referred to in this article is to be reported to Signet in writing as soon as possible, but not later than two weeks after occurrence. Any damage not reported to Signet within such term will not be eligible for compensation, unless the Client demonstrates that it was unable to report the damage earlier.

16.10 Any claims and causes of action against Signet will be time-barred or will expire, save provisions of mandatory law, after lapse of one year following the date on which the event causing the damage occurs or Signet's relevant obligation becomes exigible.

17. Indemnification

17.1 The Client will indemnify Signet against any third-party claims on any basis whatsoever in connection with, or ensuing from, the use of the Services or any other Services and/or Items provided by Signet (including liability for infringement of intellectual property or other rights, invasion of privacy, cross-border data traffic), and will compensate Signet for any costs, damages and penalties ensuing for it from any such claims.

18. Force Majeure

18.1 If, after formation of the Agreement, any circumstances occur at, or become known to, the Client, Signet or its Supplier, that were not, nor should have been, known to Signet at the time of entering into the Agreement, as a result of which Signet is unable to perform its obligations vis-à-vis the Client or unable to perform them punctually, Signet will not be in default and it will be entitled to suspend performance of its obligations. In such event the Client will be entitled to suspend the payment obligations until Signet has performed its obligations.

18.2 If, as a result of the circumstances referred to above, performance by Signet is

permanently impossible, Signet will be entitled to claim that the Agreement be amended so as to render its performance thereof possible, unless the Client cannot reasonably be required to do so and termination is justified under the circumstances. In the latter event, the Agreement will be terminated without any right arising on the part of the Client to claim damages.

18.3 The circumstances referred to above will include any circumstances beyond Signet's control which permanently or temporarily preclude performance of the Agreement, including but not limited to malfunctions in the connections with the Internet and any other malfunctions or interruptions of telecommunications connections or other telecommunications facilities, cable breakage, slowness of connections, power failure, war or danger of war, terrorist attacks, riot, work strike, natural or other disasters, accidents, government measures, delayed/failed supply to Signet (including fuel, energy and water), transport problems, fire and interruption in Signet's business, and any other circumstances beyond Signet's control or not reasonably foreseeable for Signet.

18.4 If either party is unable to perform its obligations for a period of more than 30 workdays or fails to perform its obligations under the Agreement due to force majeure, the other party will be entitled to dissolve the Agreement out of court by registered letter with immediate effect, without any right arising to claim damages. If Signet's failure to perform does not seriously interrupt the continuity of the Services, the term referred to above will be extended by another 30 workdays.

19. Suspension rights

19.1 Signet will be entitled to temporarily or permanently suspend, render inoperable and/or restrict the use of the Services or the use rights or the provision of other items and/or services, if the Client and/or the User fail to perform any obligation vis-à-vis Signet or act contrary to the Agreement and/or these General Terms and Conditions. Signet will notify the Client in advance, unless Signet cannot reasonably be required to do so.

19.2 In no event will Signet be liable to the Client and/or any third parties for the consequences of the foregoing paragraph.

20. Personal data

20.1 The Client hereby authorises Signet to include its personal data in Signet's register of personal data that is required for its accounting records and management duties.

20.2 Such register of personal data will contain both account and traffic data and will be accessible only by Signet, and will not be provided to any third parties without the Client's consent, unless Signet is required to do so by virtue of the law or a court order.

20.3 After termination of the Agreement, Signet will retain the personal data regarding the Client collected and stored by it for a maximum period of six months, after which the data will be destroyed. Signet will not be liable for any damage suffered by the Client as a result.

20.4 To protect Signet's system, the personal data provided by the Client, and any other data, Signet will take such measures as it reasonably deems appropriate. Signet will, however, not be liable for any damage arising as a result of the release, destruction or other corruption of the data referred to herein.

20.5 The Client will be given access to its personal data on request. Furthermore, the Client will be entitled to request Signet to correct its personal data.

21. Term and termination of the Agreement

21.1 The term of the Agreement will commence on the date stated in or by virtue of the Agreement and will continue for a period also stated therein. Unless expressly agreed otherwise in writing, the Agreement will be entered into for an indefinite period of time, subject to a minimum term of one month, and either party may terminate the Agreement, with due observance of a notice period of one month. Early termination will not lead to a refund of any amounts already paid to Signet and will not affect the Client's payment obligations.

21.2 Except if the Agreement has been entered into for an indefinite period of time, early termination of the Agreement will not be possible, unless expressly agreed or provided otherwise herein.

21.3 Notwithstanding any other provisions, the following party/parties will be entitled, without any notice of default or judicial intervention being required, to dissolve the Agreement by registered letter with immediate effect:

a. either party, if and as soon as:

- the other party is granted a moratorium, provisional or otherwise, on payment of its debts, and such moratorium has continued for more than one third of the then-current term or six consecutive months;
- the other party is declared bankrupt;
- the other party's business is wound up or discontinued;
- the other party should be deemed not, or no longer, to be able or willing to perform its obligations ensuing from the Agreement and/or the General Terms and Conditions;

b. Signet, if the Client:

- fails, or fails punctually, to make any payment or fails, or fails punctually, to perform any other obligation under the Agreement; Signet will, nevertheless, remain entitled to the amounts it has received, or would receive in the event of proper performance;
- acts contrary to any third-party intellectual property rights or applicable statutory provisions;
- makes improper use of Signet's Services.

21.4 In the event of termination of the Agreement, the Client will return to Signet all property belonging to Signet in relation to the Agreement, with the exception of the Agreement itself, without retaining any copies. Furthermore, the Client will discontinue its use of the Services.

21.5 In the event that the Client is, and remains, in default of payment or punctual payment or the punctual performance of any other obligation under the Agreement and Signet dissolves or terminates the Agreement for that reason, Signet will be entitled, without prejudice to any of its other rights under the Agreement:

- to suspend its cooperation in the transition of the Services to another supplier or to attach conditions to such cooperation (including full payment and/or provision of security);

SIGNET B.V.
POSTBUS 28049, 5602 JA EINDHOVEN
SCIENCE PARK 5218, 5692 EG SON
T: +31 (0)40 707 4 907
INFO@SIGNET.NL

SIGNET.

IBAN NL66 INGB 0676306403
BIC INGBNL2A
KVK 17089930
BTW NL804326368B01
WWW.SIGNET.NL

- in the event of domain registration: to delete the registration of the Client's relevant internet domain name.

21.6 Any obligations that, by their nature, are intended to survive termination of the Agreement will remain in effect after termination of the Agreement.

22. Dispute resolution

22.1 The Agreement, and any obligations subject to it, will be governed exclusively by the laws of the Netherlands.

22.2 The Court in 's-Hertogenbosch, the Netherlands, will have exclusive jurisdiction to hear any disputes, except if a different court is designated by provisions of mandatory law.

23. Final provisions

23.1 Any amendments and additions to the Agreement and/or the General Terms and Conditions between the parties will be valid only if agreed in writing.

23.2 Any notices to be given by either party to the other pursuant to an Agreement and/or the General Terms and Conditions will be effected in writing.

23.3 Any oral communications, commitments or agreements will have no legal effect unless confirmed in writing. The voidness or invalidity of any of the provisions of an Agreement and/or the General Terms and Conditions will not affect the validity of the other provisions. The parties hereby agree in advance in such event to consult with each other as to new provisions to replace the void or invalid provisions, to the extent possible maintaining the purport of the void or invalid provisions.

23.4 In the event of mergers, reorganisations and/or spin-offs on the part of the Client, the parties will consult as to the consequences thereof for the Agreement.

23.5 For the term of the Agreement neither party will, without the prior written consent of the other, employ any employee of such other party, or otherwise allow any such employee to work for it.

23.6 The voidness or nullability of any of the provisions of these General Terms and Conditions will not affect the validity of the other provisions. In the event of voidness of any of the provisions of these General Terms and Conditions, the parties will be bound by provisions with the same purport to the extent possible that are not subject to voidness.