

Terms and conditions

Article 1: General

1a In these general conditions the following is meant by:

- *WorkTimer*: WorkTimer Company, Utrecht, The Netherlands (Europe). Company registry number: KvK 30158263;
- *Client*: the natural or legal person with whom WorkTimer has signed an agreement for using WorkTimer;
- *Agreement*: the underlying agreement to supply products and / or services by WorkTimer;
- *Conditions*: these Terms and Conditions.

1b Changes in the agreement will be effective only if authorized and accepted in writing by WorkTimer.

Article 2: Applicability

2a These Terms and Conditions apply to all quotations, offers and contracts of or with WorkTimer.

2b Client agrees with the Terms and Conditions by providing WorkTimer the assignment to deliver products.

2c Exceptions on the Terms and Conditions can only be made if WorkTimer explicitly mentions or acknowledges these exceptions in writing.

2d The clients own Terms and Conditions are not binding and do not apply to WorkTimer.

2e If one or more of the provisions of the Terms is declared unreasonably burdensome, WorkTimer and the client will jointly reformulate these void / nullified provision(s). The aim and scope of these provision(s) will be respected as far as possible. The remaining provisions of the Terms and Conditions remain applicable in full force.

Article 3: Conclusion, duration and termination

3a All offers and quotations made by or on behalf of WorkTimer are not binding unless the opposite is expressed in writing or electronically by WorkTimer.

3b All offers and quotations made by or on behalf of WorkTimer have a maximum duration of 4 weeks, unless otherwise stated.

3c An assignment is concluded if the offer or contract form is fully and correctly completed and signed by the client and received and accepted by WorkTimer.

3d The duration and possible termination date of the contract is written down in the agreement. This duration is not to be regarded as a final deadline, unless specifically stated in the agreement.

3e (Virtual) servers are leased from third parties. The duration or termination date is specified in the expectation that WorkTimer is not delayed by others, WorkTimer shall inform the customer as soon as possible once WorkTimer finds that the duration will be exceeded. In case of force majeure on the part of WorkTimer, the period will be extended by the period of that force majeure.

Article 4: Prices

4a Unless otherwise stated, prices under the agreement apply.

4b WorkTimer reserves the right to send an invoice for more work or unforeseen additional costs. Based on actual costs and only if they appear. WorkTimer will inform the client about these expenses in time.

4c All prices exclude VAT unless otherwise stated.

Article 5: Payment Terms

5a Payment must be partly fulfilled before delivery and partly after delivery, in accordance with the terms and rates included in the agreement. WorkTimer reserves the right to request a payment in advance.

5b If the client has not objected to the invoiced within 14 days after date of writing in writing, the client is considered to have agreed the invoiced.

5c If the client does not pay the invoiced amount within the time period stated in the invoice, or that WorkTimer can't collect the invoiced amount due to the acts of the client, he is legally considered to be in default, and WorkTimer has the right without notice to the principal to charge 1.25 % interest per month until the total owed amount is fully paid.

5d If a higher amount is received by mistake than in accordance with the agreement, WorkTimer will return the overcharged amount to the client immediately at the first request of the client.

Article 6: Suspension, termination and force majeure

6a If the client fails, or is otherwise in default or when WorkTimer has good reason to fear that the client will not fulfill its principal obligations under the agreement, WorkTimer has the right to suspend fulfillment of the agreement until the required obligations are met by the client. This also applies to other orders derived from customer. Suspension by WorkTimer does not affect the clients' principal (payment) obligations as agreed on in the agreement.

6b WorkTimer has the right to terminate the contract without notice or judicial intervention, with immediate effect if the customer is declared bankrupt, or has applied for suspension of payment or otherwise lost full control of its assets. Client then has no right to compensation of any kind.

6c Without prejudice to Article 13 of the Terms WorkTimer has the right to terminate the contract with immediate effect and without judicial intervention if:

- Client makes improper use of the Internet;
- Client disseminates information that conflicts with (inter) national laws and regulations;
- Client disseminates information that conflicts with the generally accepted norms and values;
- Client disseminates information that discriminates against appearance, race, religion, sex, culture, heritage or otherwise can be called offensive.

6d In case of force majeure or a non-attributable failure is preventing WorkTimer from delivering its obligations resulting from the agreement; WorkTimer has the right to immediately and without judicial intervention, terminate the agreement in whole or in part.

6e WorkTimer assumes no liability for any damage of client and / or (her) third parties as a result of the suspension or termination of the agreement as mentioned in this article.

Article 7: Intellectual Property Rights

7a The client is permitted to use and download the software on the website of WorkTimer that is available if (intellectual) property rights are explicitly not enforced (so-called "freeware").

7b Client must respect the rights of intellectual ownership of protected software and / or other works (aka "shareware ") and does not hold WorkTimer responsible in respect of any claims.

Article 8: Ownership

8a What is produced by WorkTimer remains the property of WorkTimer.

Article 9: Liability

9a WorkTimer's business depends on the cooperation, services and supplies from third parties, where WorkTimer has little to no influence. WorkTimer cannot be held liable in any way for any damage whatsoever arising from the assignment with WorkTimer or the breaking of this. Unregarded if the damage arises or becomes visible during the agreement with WorkTimer.

9b WorkTimer is not liable for any failure made by engaged third parties.

9c WorkTimer will be very careful with sensitive company information, but cannot be held liable for any form of leakage or loss of this information.

9d Client shall indemnify WorkTimer for all claims that third parties may claim in respect of damage caused by the improper or careless use of the products and services supplied by WorkTimer.

9e Given the large number of nodes on the Internet with human intervention, the use of local networks and wireless communication, one must take into account the fact that the information obtained or sent through the Internet is freely accessible. WorkTimer cannot be held liable for any damage whatsoever caused by sending confidential or secret information. WorkTimer is not responsible for the security or abuse by third parties of the data being stored. However, WorkTimer will do its best for optimum security.

9f WorkTimer is not responsible or liable for the content of promotional materials delivered by the customer.

9g Changes in the client data/address should immediately be communicated to WorkTimer in writing. If the client neglects, he is held responsible for any damage WorkTimer might have.

9h WorkTimer's liability to the client is limited to the amount due on the agreement between WorkTimer and client. The amount is maximized to the already charged amount or the amount still to charge.

Article 10: Decommissioning

10a WorkTimer has the right to take products and services (temporarily) out of use and / or limit their use if the customer fails to fulfill its obligation in respect of the agreement, in violation of these Conditions or unreasonable use of the WorkTimer-provided services. WorkTimer will notify the customer about this in time, unless WorkTimer cannot reasonably be expected to do so. The obligation to pay the amounts due remains valid without

restriction.

10b Unreasonable use is, but not exclusively, creating more users than allowed by the license agreement, or adapting/hacking the software so that the central server gets unnecessary workload.

10c The service is again placed in (full) service if the client has fulfilled his obligations and paid an amount for reactivation. This amount is calculated for the specific situation.

10d Information recorded by WorkTimer for the client will be retained during the period the WorkTimer account is suspended. On re-activation this information will be released again.

Article 11

11a Client must file a claim of apparent defects within 30 days of delivery in writing, failing to do so will expire all claims against WorkTimer.

11b Client is obliged to reclaim non-detectable defects within 30 days after the defect has become known, or reasonably could have become known, in writing, failing to do so will expire all claims against WorkTimer.

11c If WorkTimer accepts the reclaim, the lack is remedied or compensated.

11d Reclaim suspends the obligation of the client in no way, unless WorkTimer tell this explicitly in writing.

Article 12 – Changes

12a WorkTimer reserves the right to modify or supplement these Terms and Conditions.

12b Changes also apply to existing agreements subject to a period of 30 days after written notification of the change.

12c Changes or additions to the agreement are only valid if accepted and in writing.

Article 13 – Additional

13a Explanation of these Terms and Conditions is exclusive subject to Dutch law. Also all quotations, offers and orders from WorkTimer, are exclusive subject to Dutch law.

13b All disputes between WorkTimer and the client can only be submitted to the competent Dutch court, district of Utrecht, The Netherlands.