



Terms and Conditions – Website/Hosting services

Article 1 - Definitions

In these terms and conditions the following terms shall be used with a capital letter: “BluBuzz” the private company BluBuzz, established in Rotterdam; “Client” means the contractual counterparty of BluBuzz; “Parties” means BluBuzz and Client jointly.

Article 2 - General

1. These conditions apply to all quotations of BluBuzz and to all agreements entered into by the Parties. 2. These conditions also apply to all agreements with BluBuzz, for which third parties are needed in order for work to be executed. 3. Any deviations from these conditions become binding only if agreed in writing. 4. If one or more provisions of these terms and conditions are invalid or void, the remaining provisions between the parties remain unaffected. Parties will then undertake action to replace the invalid provision by a provision that is binding and which in view of the purpose and intent of these terms and conditions have minimal differences from the non-binding provision.

Article 3 - Offers and Quotations

1. All quotations / offers issued by BluBuzz, are free of charge; they are valid for a period of 28 calendar days from issuing date. BluBuzz is only bound to an offer / quotation if the acceptance is done by the Customer in writing and within a period of 28 days. 2. The prices stated in the offers are exclusive of VAT and other government levies, as well as any costs incurred under the agreement, including shipping and handling if applicable. 3. A quotation does not obligate BluBuzz to execute part of the assignment against a corresponding part of the price. 4. Offers or quotations do not apply to future assignments.

Article 4 - Execution of the agreement

1. BluBuzz will always execute the agreement to the best of its ability and in accordance with the requirements of good workmanship. 2. If for the proper execution of the agreement between the parties, work needs to be

performed by third parties, BluBuzz is entitled to make such a decision. 3. Client must see to it that all data of which BluBuzz indicates is necessary for the execution of the agreement or which the Client in its own opinion deems necessary, are provided timely to BluBuzz. If the execution of the agreement requires data that is unavailable or not provided on time to BluBuzz, BluBuzz will not be bound by agreed deadlines, and has the right to suspend the execution of the agreement. 4. The parties guarantee to each other that all provisions under the Data Protection Act are observed when handling the data to be processed. Parties shall provide adequate protection of personal data. 5. BluBuzz is entitled to temporarily suspend products / services with notice if maintenance work is necessary. 6. If the Parties have agreed that the job will be executed in phases, BluBuzz can suspend those parts belonging to a following stage, until a Client has approved the results of the previous stage.

Article 5 - Changes to the agreement / transferability

1. If during the execution of the agreement it is concluded that for a proper execution it is necessary to make changes or supplements, the parties will timely and in mutual consultation modify the agreement. 2. If parties agree that the agreement needs to be modified or supplemented, the delivery date can be affected. BluBuzz will notify Client as soon as possible about this change. 3. BluBuzz shall inform Client if the changes or supplement will have additional financial and / or qualitative consequences. If the Parties have agreed a upon fixed fee, BluBuzz will indicate to what extent the aforementioned change or supplement to the agreement will increase this fee as a result. 4. Notwithstanding paragraph 3 of this article BluBuzz will not charge a fee if the change or supplement to the agreement is the result of circumstances that can be attributed solely to BluBuzz. 5. Customer is not entitled to transfer the rights and / or obligations arising from this agreement with BluBuzz to a third party without the with prior written consent of BluBuzz.

Article 6 - Duration of contract; execution time

1. The agreement between the parties is for an indefinite period, unless the nature of the agreement dictates otherwise or the parties agree otherwise in writing. 2. If within the terms of the agreement a completion date/ deadline is agreed upon with BluBuzz, this is solely an indicative deadline. When exceeding the deadline Client must give BluBuzz a reasonable time for completion, prior to reaching the original deadline date.

Article 7 - Compensation

1. Parties can choose to accept the agreement based on a fixed fee or hourly rate. BluBuzz is nevertheless entitled to implement an increase of the agreed fee or rate between the time of acceptance of the agreement and the time of delivery of a project. Increases are based on - for instance, labor costs, raw materials, transport costs or organizational costs - that may arise. If the aforementioned increases are not in proportion to the amount of the initial quotation, the Client has the right to terminate the agreement effective from the moment of the announced fee increase. BluBuzz will always notify client of his intention to increase the fee or rate. BluBuzz will specify the scope of the increase and the date on which the increase will go into effect. 2. If no fixed fee is agreed upon BluBuzz's fees will be determined based on actual hours worked. The fee is calculated according to the standard hourly rates of BluBuzz, which are valid for the period in which the work is being carried out, unless a deviating hourly rate has been agreed upon. 3. The fees and any cost estimates are exclusive of VAT (when applicable). 4. In an agreement with a set term of more than three months, BluBuzz is entitled to charge the Client the full amount in advance, as well as for any additional costs in relation to the agreement. 5. If a delay in the project occurs, due to the not Client delivering information, delivering information late or not making a timely decision, which results in a delay of the project for more than six months, BluBuzz is then entitled (the remainder of) the full contract amount by the Client. 6. If the agreement is terminated prematurely by the client, BluBuzz is entitled to compensation for all work done so far.

Article 8 - Payment

1. Payment must be made within 14 days after the invoice date, in a manner to be specified and in the currency declared by BluBuzz. Objections to the amount of the invoice does not suspend the payment obligation of the Client. 2. If the Client fails to pay within the period of

14 days, then the Client will be legally in default. Client will owe interest equal those set by law. The interest on the amount due will be calculated from the moment the Client is in default until the moment of payment of the full amount, whereby parts of any month is considered in the calculation as an entire month. 3. In case of liquidation, bankruptcy, seizure or suspension of the Client, BluBuzz invoices are immediately due.

Article 9 - Intellectual property

1. This Article shall apply only if and when the parties have agreed in writing that the rights to the goods delivered by BluBuzz - possibly also including designs, sketches, drawings, films, (electronic) data, etc. -. Full rights will pass to the Client. In that case, at least the following shall apply between the Parties: a. Until Client fulfills all obligations from the agreement with BluBuzz, the rights remain with BluBuzz and Client will carry the risk of damage or loss of these matters; b. Client is not authorized to sell any item of intellectual property while holding limited rights.

Article 10 - Inspection & Complaints

1. Complaints about the work done by BluBuzz must be submitted by the Client within 8 days after discovery, but no later than 14 days after completion of the work and be reported in writing to BluBuzz. The notice must contain a detailed description of the shortcoming, so BluBuzz is able to respond adequately. 2. If a complaint is justified, BluBuzz will perform repair work, unless this work has become irrelevant to the Client. The latter must be given writing by the Client.

Article 11 - Termination

1. Early termination of the contract between the parties must be in writing and subject to a notice period of one month unless otherwise specified in this article. 2. If the Parties entered a service agreement for maintenance and / or hosting the site, this agreement cannot be terminated during the first period of 12 months. After this the service contract may be terminated with a notice period of 1 month becoming effective at the end of each calendar month. 3. If the client wishes to transfer hosting, BluBuzz will consult with the Client and cooperate in the transfer to a third party. If due to the transfer from BluBuzz to a third party extra costs are incurred, they will be charged to client. If the reason of the transfer to a third party is based on the termination of the agreement by BluBuzz, BluBuzz will be responsible for the transfer costs. Regarding the payment of these additional costs, we refer to of Article 8 .

Article 12 - Suspension and dissolution

1. BluBuzz is entitled to terminate the implementation of its commitments to suspend or the agreement with Client, if: a Client has one or more obligations under the agreement with BluBuzz and did not or not fully comply; or 2. BluBuzz is entitled to terminate a service agreement related to hosting the client's website if Customer makes improper use of the Internet (eg spamming), disseminates information that conflicts with (international) laws and regulations, disseminates information that is discriminatory and / or incites violence. 3. If the agreement with the Customer is dissolved or otherwise terminated, the claims of BluBuzz are due immediately.

Article 13 - Liability

1. If BluBuzz is held liable, this liability is always limited in accordance with this article. 2. BluBuzz is not liable for indirect damages, including consequential damages, lost profits, lost savings and loss due to business interruption, unless there is intent or gross negligence of BluBuzz or her subordinates. 3. BluBuzz is not liable for damages of any nature whatsoever resulting from abuse by third parties through transmission of data over the Internet.

Article 14 - Transfer of Risk

BluBuzz accepts no responsibility for websites that do not run on a server belonging to BluBuzz or a third party of BluBuzz. These responsibilities lie with the Client or third party chosen by the Client.

Article 15 - Force Majeure

1. Parties are not obliged to fulfill any obligation if they are cannot due to a circumstance that is not due to negligence, illegal, a legal action. 2. Force majeure is defined in these terms and conditions in addition to that which is understood in law and jurisprudence, all external causes, foreseen or unforeseen, which BluBuzz has no influence on and which makes BluBuzz unable to meet its commitments. Such circumstances shall include strikes in the business of BluBuzz or third parties doing business with BluBuzz as well as: disruption of energy supply, not or not fully functioning computer equipment and software, interruption of Internet access, war or threat of war, full or partial evacuation, loss or damage during transport, fire, theft, defects, frost, traffic jams and import and export restrictions. 3 If a period of Force Majeure lasts longer than two months, each Party shall be entitled to terminate the agreement without any obligation to pay damages to

the other. 4. If BluBuzz at the time of force majeure has partially fulfilled its obligations under the agreement with the Client and no compensation was received, BluBuzz is entitled to compensation for already performed work. The Client is obliged to pay this invoice as if it were a separate agreement and Article 8 applies to the payment thereof.

Article 16 - Confidentiality

1. The parties are required to not disclose any confidential information they obtained both during and after the agreement. Information is considered confidential when the party which provides it designates the information as such, or if this arises from the nature of the information. This requirement does not apply to a. confidential information to which parties are required to disclose it by decision of a court or authorities or b. information that is already part of the public domain.

Article 17 - Rights

1. BluBuzz is entitled to place her name on Clients website and link to its own web site to include in its completed projects. Customer is responsible for maintaining this link after delivery. 2. All documents, such as reports, advice, agreements, designs, sketches, drawings, software, etc., supplied by BluBuzz are intended to be used by the Client and may not be reproduced without the prior written consent of BluBuzz, made public or to knowledge of a third party, unless otherwise required by the nature of the documents. 3. BluBuzz is allowed to take technical measures to protect the software. The Customer is not permitted to remove or circumvent these security features without the prior written consent of BluBuzz. 5. BluBuzz reserves the right to use the work in a portfolio of completed projects, provided that no confidential information of Client is disclosed to third parties.

Article 19 - Disputes

1. This agreement between the Parties are governed by Dutch law. 2. Any disputes which may arise between the parties through the accepted agreement, shall be resolved by the court in Rotterdam.