General Terms

Please note that the Dutch version of the General Terms is binding. The English General Terms are a free translation of the Dutch 'Algemene Voorwaarden'.

Article 1 Definitions
In the present General Terms, the following definitions are applicable in singular as well as in plural.
1.1 **General Terms**: the present General Terms, regardless of the form in which they are presented (on paper or electronically, e.g. through the i3D.net website).
1.2 **i3D.net**: company and place of business established in Rotterdam.
1.3 **Instructing Party**: party to whom i3D.net's offer has been directed, with whom i3D.net has reached an agreement or for whom the legal act takes place, on grounds of which Products or Services are delivered to this party.
1.4 **Products**: all moving things which are the object of any offer, agreement or other legal act in the frame of the relationship between i3D.net and the Instructing Party.
1.5 **Services**: all work and other activities which are the object of any offer, agreement or other legal act in the frame of the relationship between i3D.net and the Instructing Party.
1.6 **Agreement**: any reciprocal acceptation, confirmed in writing or through e-mail, with respect to i3D.net's Services. Orders placed electronically are explicitly included herein.

Article 2 Applicability of the General Terms
2.1 The General Terms are applicable to and are part of all offers, agreements and other legal acts, regardless of the way in which they have been made (orally, in writing, electronically or in any other form), in the frame of delivery by i3D.net of Products and/or Services to or for the Instructing Party.
2.2 The General Terms are also applicable to Products and/or Services i3D.net obtained from a third party and delivered (be it with or without having treated them before delivery) to the Instructing Party as well as to Products and/or Services delivered to the Instructing Party for i3D.net by a third party, as a result of the execution of an offer, agreement or any other legal act.
2.3 Derogations of the General Terms are only valid providing both i3D.net and the Instructing Party have explicitly agreed to them in writing.
2.4 i3D.net explicitly rejects the applicability of possible General Terms (of purchase) belonging to the Instructing Party.
2.5 In the event that a condition should become or should be declared void, the remaining conditions of the General Terms shall remain in full effect. i3D.net and the Instructing Party will agree mutually to a new condition in order to replace the void/annulled condition, thereby trying to approximate the intentions of the void/annulled condition as much as possible.

Article 3 Offer and agreement
3.1 All offers made by i3D.net are made without purchase obligation, unless explicitly specified in writing.
3.2 Offers made by i3D.net are valid for the term indicated on the offer. In case no term has been indicated, the offer will be valid for two (2) weeks after the date of emission of the offer.
3.3 Agreements come into effect through the acceptance by i3D.net of the order given in writing by the Instructing Party or at the moment of execution of an order by i3D.net.
3.4 Agreements are always closed for a duration of thirty-six (36) months, unless otherwise agreed. Premature termination is out of the question.
3.5 At the end of their established term, agreements are always prolonged with consecutive terms of twelve (12) months, unless otherwise agreed. Services ordered through the automated ordering process are automatically renewed with the same period as the initial ordering period, unless a cancellation has been received in time (article 13.4).
3.6 In the frame of any remote purchase in the sense of articles 7:46a to 7:46j of the Civil Code, the Instructing Party – providing it is a physical person and doesn't operate in a professional frame or on account of a company – has the right to revoke the purchase within seven (7) days after placement of the order of (the) Service(s) without justification. In the event that the Instructing Party should want to exert its revocation right, it should notify i3D.net in writing of this decision. In that case, the Instructing Party may have to return to i3D.net any equipment delivered to it in the frame of the agreement as soon as possible and at its own risk and expense (postal parcel). In the event that the returned equipment should have suffered any damage ascribed to the Instructing Party, the Instructing Party empowers i3D.net beforehand to claim compensation of the damage suffered by i3D.net through the direct debit authorization the Instructing Party has provided.

Article 4 Prices, rates and surcharges
4.1 All prices and rates mentioned by i3D.net are in euros, unless explicitly specified otherwise in writing.
4.2 All prices and rates mentioned by i3D.net are given VAT excluded and without taking into account any other taxes imposed by the government. Similarly, transportation and delivery costs or travel expenses have not been taken into account, unless explicitly specified otherwise in writing.
4.3 At all times, i3D.net has the right to modify its prices and rates. Unless explicitly agreed in writing that prices and rates are valid for a given period, the announced price changes for delivery of Products and/or Services will come into effect two (2) months after their announcement.
4.4 If the Instructing Party doesn't agree with a price and/or rate change announced by i3D.net, the Instructing Party has the right to terminate the agreement with i3D.net in writing, within fourteen (14) days following the announced change and by the time the announced change will come into effect.
4.5 In the event of a derogation of the original agreement between i3D.net and the Instructing Party, authorized by the Instructing Party, the ensuing surcharge will be calculated by means of the prices and/or rates in vigour at the time of execution of the additional service and presented to the Instructing Party.

4.6 Indexation: i3D.net reserves the right to increase rates yearly with a given percentage, without advance notice. This percentage equals five (5) per cent at most, augmented by a percentage equalling the increase of the cost-of-living index, as established by the CBS, during the year preceding the increase in rates. It should be mentioned explicitly that increases of rates on grounds of the indexation applied by i3D.net do not constitute a valid motive for premature termination of the agreement. The indexation is an integral part of the agreed price.

Article 5 Payment

5.1 The Instructing Party must pay invoices issued by i3D.net within the term mentioned on the invoice in question. In the event that no deadline for payment is mentioned on an invoice, a term of thirty (30) days will be applicable.

5.2 All payments by the Instructing Party to i3D.net are deduced from the old unpaid invoices addressed to the Instructing Party, regardless of any other indication given by the Instructing Party.

5.3 Any request for suspension, clearance or deduction submitted by the Instructing Party will be rejected.

5.4 At all times, i3D.net has the right to request (partial) payment in advance for the delivery of Products and/or Services, for instance through an authorisation of direct debit given to i3D.net. i3D.net also has the right to suspend delivery until the advance payment has been received. Furthermore, i3D.net has the right to request security of payment in the form preferred and indicated by i3D.net (e.g. banker's guarantee). In that case, i3D.net will not deliver the Products and/or Services until the desired security has been provided.

5.5 If the Instructing Party fails to pay any invoice issued by i3D.net within the deadline for payment, the Instructing
Party will automatically be considered in breach of the agreement, without advance notice. In that event, i3D.net has the right to claim interests by right, in accordance with article 6:119 of the Civil Code, or compensation of loss caused by delay in accordance with article 6:119a of the Civil Code, at a per month rate or for part of the month and to be calculated in accordance with the amount of the unpaid invoice.

5.6 If, after the notice of default, the Instructing Party remains indebted of the owed sum augmented by the interest by right as provided for by article 6:119 of the Civil Code or the surcharge for loss caused by delay as provided for by article 6:119a of the Civil Code, i3D.net has the right to pass on the claim. On top of the main sum with the additional late payment interest by law (as provided for by article 6:119 of the Civil Code) or the surcharge for loss caused by delay (as provided for by article 6:119a of the Civil Code), the Instructing Party will then also be liable to cover all extra-judicial and possible judicial costs, explicitly in addition to the possible costs established by right. These costs will amount to at least 15% of the main sum.

5.7 In the event of late payment, i3D.net reserves the right to immediately suspend services. The party concerned accepts liability for the following surcharge per invoice in respect to i3D.net (in order to cover administration costs) in the event that the invoice should be passed on to a debt collection agency: € 90,- augmented by € 10,- per exhortation and € 35,- per cost for charge from a debt collection agency; for an exhortation sent by registered mail, € 25,- will be charged. These in-house administration costs and the invoice total will be augmented by the collection costs and all judicial and extra-judicial costs entailed by the collection procedure. After payment of all outstanding sums, reconnection can be performed at a one-time charge of € 250,-.

5.8 i3D.net reserves the right to dissolve the agreement and consider it dissolved by right if the party concerned doesn't timely pay the amounts due in accordance with this agreement.

5.9 In the event of late payment, the party concerned accepts liability for all judicial and extra-judicial costs and interests by right incurred by any third party involved by i3D.net or the debt collection agency.

5.10 In the event the Instructing Party performs a charge back on any payment without filing a reclamation or objection with i3D.net first, the Instructing Party will be invoiced at €25,- per charge back to cover administrative fees.

Article 6 Delivery, risks and retention of title

6.1 The terms of delivery announced by i3D.net for Products and/or Services are presented only for information purposes, thus are never to be considered a deadline, unless explicitly agreed otherwise in writing.

6.2 The risk of loss or damage to the Products in the frame of the agreement between i3D.net and the Instructing Party is transferred to the Instructing Party from the moment the Products in question become the actual possession of the Instructing Party or any proxy acting on its behalf.

6.3 It is compulsory that the Instructing Party should check all delivered Products for possible defects or flaws immediately following delivery.

6.4 The title to all goods delivered to the Instructing Party shall remain vested in i3D.net, until full payment of all due sums by the Instructing Party for Products and/or Services delivered by i3D.net and all due interests and surcharges, as provided for by articles 5.5 and 5.6. Inasmuch as it was agreed explicitly in writing that certain rights will be granted or transferred, the rights will always be transferred or granted providing the charges pertaining thereto have been
fully and timely paid.

Article 7 Reclamations

7.1 Any contestation from the Instructing Party regarding a i3D.net invoice or an amount recovered by i3D.net through direct debit should be notified in writing to i3D.net within fourteen (14) days following the invoice date or the date on which the direct debit was performed; past this deadline, the invoiced or debited sum shall be considered approved by the Instructing Party.

7.2 Should the Instructing Party consider that a Product or Service delivered by i3D.net does not meet the criteria agreed on between both parties, then the Instructing Party should immediately notify i3D.net within fourteen (14) days following delivery or following the moment starting from which the Instructing Party could have reasonably noticed the
shortcoming indicated by it.

Article 8 Intellectual property

8.1 All rights on intellectual property pertaining to the Products and/or Services as well as to designs, programs, documentation and any other material developed and/or used for the preparation or implementation of the agreement between i3D.net and the Instructing Party – or the rights deriving thereof – are solely vested in i3D.net or its suppliers. The delivery of Products and/or Services doesn't entail any transfer of rights of intellectual property.

8.2 The Instructing Party is always granted a mere non-exclusive and non-transferable right to use the Products and results of the Services for the agreed purposes. The Instructing Party will, during such use, strictly adhere to conditions specified in the General Terms or otherwise imposed on the Instructing Party.

8.3 Products and results of the Services will never, in any way, be disclosed to the public, multiplied or held at a third party's disposal by the Instructing Party without prior authorisation in writing from i3D.net.

8.4 The Instructing Party will never remove or modify notices placed by i3D.net or its suppliers and pertaining to authors' rights, brands, trade marks or other rights of intellectual property.

8.5 i3D.net guarantees that it holds the right to transfer the rights mentioned in article 8.2 to the Instructing Party; i3D.net will also keep the Instructing Party indemnified from possible claims from third parties in the frame of this article. This condition will not be valid in case and insofar as the Products and/or results of the Services have been altered and/or have been delivered in connection with goods delivered by a third party, unless – in the last case – the Instructing Party can prove that the rights of the third party only pertain to the Products and/or results of Services delivered by i3D.net.

Article 9 Supply of information by the Instructing Party

9.1 The Instructing Party will always timely supply complete information as requested by i3D.net, as well as any other type of information required for the delivery of Products and/or Services.

9.2 The Instructing Party guarantees that the information mentioned in article 9.1 is accurate and complete and that it is entitled to provide the information to i3D.net in the frame of delivery of Products and/or Services. The Instructing Party will indemnify i3D.net from all possible claims from third parties in this frame.

9.3 In the event that part of the information supplied by the Instructing Party to i3D.net could be considered personal information, the Instructing Party guarantees that the information complied with the privacy laws in vigour at the time the information was supplied and that its use and treatment by i3D.net is authorized. The Instructing Party indemnifies i3D.net from all possible claims from third parties in this frame.

Article 10 Confidentiality

10.1 The parties will not disclose any confidential information concerning the company of the other party, obtained in the frame of the agreement. Parties will also impose this restriction on their employees and on third parties employed for the implementation of the agreement between both parties.

10.2 Information will by all means be considered confidential if any one of the parties indicates it as such.

Article 11 Liability of i3D.net

11.1 The legal liability of i3D.net for imputable faults in the frame of the implementation of the agreement is restricted to the compensation of direct damage suffered by the Instructing Party up to a maximum amount equalling the compensation established in the agreement in question. If the agreement has a term exceeding one year, the established compensation will equal the sum total of compensations established for the ongoing year at the time the fault occurs. In no case will the total compensation for direct damage exceed € 250,- and – if the damage is of physical or material nature – € 250,- per event, whereby a series of events will be considered one event.

11.2 With direct damage is exclusively meant: costs the Instructing Party had to reasonably incur in order to repair or discontinue the shortcomings of i3D.net so that i3D.net's performance would again be in accordance with the agreement, as well as reasonable costs incurred to prevent or restrict such damage and reasonable costs incurred to establish the cause and the importance of the damage. If i3D.net and the Instructing Party have agreed on a binding term of delivery, the costs will be taken into account, which the Instructing Party had to reasonably incur to take emergency dispositions on account of i3D.net's failure to deliver within the binding term of delivery, less possible savings, also in the case of direct damage.

11.3 Each liability of i3D.net for indirect damage, including but not limited to consequential loss, loss of profits and loss of revenue is excluded.

Article 12 Force Majeure

12.1 There will be no imputable faults ascribed to i3D.net in case of Force Majeure.

12.2 If the circumstances of Force Majeure have lasted for longer than sixty (60) consecutive days, the Instructing Party will have the right to dissolve the agreement in writing and out of court. No damage compensation whatsoever will be imputable to i3D.net for damages suffered by the Instructing Party on account of the dissolution of the agreement. i3D.net has the right to claim payment from the Instructing Party for all Products and/or Services delivered to the Instructing Party up to the moment of dissolution of the agreement.

Article 13 Termination

13.1 Each party has the right to dissolve the agreement out of court in the event that the other party should fail to fulfil its obligations in the frame of the agreement and should remain incapable of remedying the breach within a reasonable timeframe after having received due notice in writing. Dissolution does not discharge the Instructing Party of any obligation of payment for Products and/or Services already delivered by i3D.net, unless i3D.net is to be considered in breach with respect to a certain Product or Service.

13.2 i3D.net has the right to dissolve the agreement immediately without advance notice and without being considered liable for any kind of damage compensation to the Instructing Party if suspension of payment has been granted to the Instructing Party, if a declared state of bankruptcy has been requested for the Instructing Party, if (part of) the possessions of the Instructing Party have been seized,

if the company of the Instructing Party finds itself in a state of liquidation or goes out of business, if the Instructing Party commits acts in violation of the (inter)national laws and regulations or if the Instructing Party has supplied false information to i3D.net.

13.3 Immediately after the dissolution of the agreement (whichever the reason of dissolution), the Instructing Party will stop using Products and/or results of Services provided to it and will return all programs, documentation and other material provided to it in the frame of the agreement.

13.4 Early termination of the agreement must be notified in writing, observing a period of notice of three (3) months at the end of the agreed on period, unless otherwise agreed. The termination may be notified through (E)-mail, fax, or trough i3D.net's online ticket system on the understanding that the period of notice will begin on the day that i3D.net receives the notice of termination. Gameservers and voiceservers have a minimum renting period of one (1) month and period of notice of one (1) month. Dedicated servers ordered through the automatic ordering process have a minimum renting period of one (1) month and a period of notice of one (1) month. A custom order/invoice has a minimum agreement of twelve (12) months and a period of notice of three (3) months. The notice of termination should mention the personal information and the customer number (if any). The notice should also bear the signature of the Instructing Party.

Article 14 Personnel

14.1 In the event that i3D.net personnel should perform its duties in the frame of the delivery of Products and/or Services on the premises of the Instructing Party, the Instructing Party will offer all the support necessary for the accomplishment of these duties.

14.2 Throughout the duration of the agreement between Instructing Party and i3D.net and for one year following termination thereof, the Instructing Party shall not hire or employ in any other way, be it directly or indirectly, personnel of i3D.net without prior written authorisation of i3D.net. With personnel of i3D.net is meant: all persons which i3D.net or one of its associated enterprises has hired or which have stopped working for i3D.net or one of its associated enterprises less than 6 (six) months ago.

Article 15 Disputes

15.1 Offers, agreements and other legal acts in the frame of delivery of Products and/or Services by i3D.net are governed by Dutch law.

15.2 Disputes between i3D.net and the Instructing Party, resulting from or pertaining to offers, agreements and other legal acts in the frame of delivery of Products and/or Services by i3D.net will be exclusively presented to the competent judge in the district of Rotterdam.

Article 16 Disablement of services

16.1 i3D.net has the right to temporarily disable delivered Services for maintenance purposes.

16.2 i3D.net has the right to (temporarily) disable delivered Services or limit their use if the Instructing Party should fail to fulfil one of its obligations toward i3D.net or displays conduct that is in breach with the present General Terms. i3D.net will notify the Instructing Party thereof, unless this cannot be reasonably expected from i3D.net. The imposed restriction or disablement doesn't affect the other obligations of the Instructing Party and thus has no suspending effect.

16.3 The Instructing Party will be reconnected upon the fulfilment of all its obligations within a deadline imposed by i3D.net and upon payment of the thereto established reconnection fee (€ 25,- VAT excluded).

Annex 1: Data Processing Agreement

This Data Processing Agreement is an integral part of the agreements between the Customer and i3D.net. i3D.net is the Processor of the personal data and the Customer is the Controller with regard to the personal data.

Article 1. Purposes of data processing operations
1.1. The Processor commits to processing personal data on the instructions of the Controller, subject to the conditions of this Data Processing Agreement. The data will only be processed for the purpose of storing data of the Controller in the 'cloud', the related online services, colocation and those purposes that can be reasonably associated with it or will be determined by mutual agreement.
1.2. The Controller will decide which types of personal data it requires the Processor to process and therefore also to which (categories of) data subjects the personal data relate. The Processor exerts no influence on this decision. This relates in any case to personal data of customers of the Controller, and staff of the Controller, that are stored by the Customer at the Processor. The Processor will refrain from using the personal data for any purpose other than that determined by the Controller. The Controller will inform the Processor of the purposes of the processing where these are not already stated in this Data Processing Agreement.
1.3. The personal data to be processed on the instruction of the Controller will remain the property of the Controller and/or the data subjects concerned.

Article 2. Obligations of the Processor
2.1. In respect of the processing referred to in Article 1, the Processor will ensure compliance with applicable legislation and regulations, including in any event the legislation and regulations in the field of the protection of personal data, such as the General Data Protection Regulation.
2.2. All subsidiaries, sister companies and parent companies in the Processor's Performance Group have the same rights and associated obligations under this Data Processing Agreement as the Processor.
2.3. The Processor will inform the Controller, upon the latter's first request, of the measures it has taken to meet its obligations under this Data Processing Agreement.
2.4. The Processor's obligations arising from this Data Processing Agreement also apply to any party processing personal data under the authority of the Processor, including, but not confined to, employees, in the broadest sense.
2.5. The Processor will notify the Controller if it feels that an instruction provided by the Controller violates the legislation referred to in paragraph 1.

Article 3. Transfer of personal data
3.1. The Processor is allowed to process the personal data in European Union member states. In addition, the Processor is allowed to transfer the personal data to a country outside the European Union, provided the Processor ensures an adequate level of protection and it complies with the other obligations to which it is subject pursuant to this Data Processing Agreement and the General Data Protection Regulation.
3.2. Upon request, the Processor will inform the Controller of the country or countries involved.
3.3. In particular, the Processor will, in determining an adequate level of protection, take account of the duration of the intended processing, the country of origin and the country of final destination, the general and sectoral rules of law that apply in the country concerned, as well as the professional rules and the security measures complied with in those countries.

Article 4. Division of responsibility
4.1. The Processor will make ICT means available for the processing that can be used by the Controller for the purposes stated above. The Processor will itself only perform processing on the basis of separate agreements.
4.2. The Processor is solely responsible for the processing of the personal data under this Data Processing Agreement, in accordance with the instructions of the Controller and under the express (ultimate) responsibility of the Controller. The Processor is expressly not responsible for any other processing operations involving personal data, including in any event, but not confined to, the collection of personal data by the Controller, processing for purposes that the Controller has not notified to the Processor and processing by third parties and/or for other purposes.
4.3. The Controller warrants that the content, the use and the instructions for the processing of personal data as referred to in the Agreement are not unlawful and do not infringe any third-party right.

Article 5. Engagement of third parties or sub-contractors (sub-processors)
5.1. The Processor engages third parties, which are available on request and for which the Controller hereby provides authorisation. In the case of new third parties, the Processor will inform the Controller thereof. If the Controller has well-founded objections to the engagement of the third party, a suitable solution must be sought in consultation. If the parties are unable to reach a suitable solution, the Controller may give notice to terminate the Agreement if the use of a specific third party of which it has been notified is unacceptable to it.
5.2. All of the companies within the Performance Group, are part of the parties which the Processor engages.
5.3. The Processor will in any case ensure that these third parties assume similar obligations in writing as those agreed between the Controller and Processor.
5.4. The Processor warrants correct compliance with the obligations in this Data Processing Agreement by such third parties and, in the event of errors committed by such third parties, is liable itself for any and all damage or loss as if it had committed the error(s) itself.

Article 6. Security
6.1. The Processor will endeavour to take sufficient technical and organisational measures against loss or any form of unlawful processing (such as unauthorised disclosure, interference, alteration or provision of personal data) in connection with the processing of personal data to be performed.

6.2. The Processor does not guarantee that the security is effective in all circumstances. If the Agreement does not include explicitly defined security, the Processor will endeavour to ensure that the security provided shall meet a standard that is not unreasonable, taking into account the state of the art, the sensitivity of the personal data and the costs associated with implementing the security measures.

Article 7. Notification obligation

7.1. The Controller is at all times responsible for reporting data leaks (which includes a breach of the security of personal data that leads to a risk of negative consequences, or has negative consequences, for the protection of personal data) to the supervisory authority and/or data subjects. In order to enable the Controller to meet this legal obligation, the Processor must inform the Controller without delay of a data leak after it has detected one and if the leak relates to the personal data that are processed by the Processor on behalf of the Controller.

7.2. The notification obligation shall in any case include reporting that a leak has occurred, as well as:

- The supposed or known cause of the leak;
- the consequences (that are currently known and/or are to be expected);
- the solution or proposed solution.

Article 8. Handling requests from data subjects

In the event that a data subject submits a request to exercise their statutory right of inspection or their statutory right to improvement, addition, amendment, blocking, erasure of data or data portability to the Processor, the Processor shall forward the request to the Controller and the Controller will handle the request. The Processor may inform the data subject about this.

Article 9. Privacy and confidentiality

9.1. All personal data the Processor receives from the Controller and/or collects itself within the framework of this Data Processing Agreement is subject to a duty of confidentiality towards third parties. The Processor will not use this information for any purpose other than that for which it was provided.

9.2. This duty of confidentiality does not apply insofar as the Controller has expressly granted permission to provide the information to third parties, if providing the information to third parties is logically required in view of the nature of the work assigned and the performance of this Data Processing Agreement or if there is a statutory obligation to provide the information to a third party.

Article 10. Audit

10.1. The Controller may have an audit conducted at the Processor by an independent 'Register EDP Auditor' who is bound by a duty of confidentiality in order to verify compliance with the agreements under this Data Processing Agreement concerning the protection of the personal data processed by the Processor on behalf of the Controller.

10.2. This audit will only take place where there is a specific and well-founded suspicion of misuse of personal data, and only after the Controller has requested and assessed similar existing reports from the Processor, and has made reasonable arguments to justify an audit being initiated by the Controller. Such an audit is justified if the similar reports that the Processor has available provide an insufficient or inconclusive answer regarding compliance with this Data Processing Agreement by the Processor. The Controller will notify the Processor of the audit in advance, giving at least two weeks' notice.

10.3. The Parties will jointly assess the findings of the audit that has been conducted and will determine on that basis whether or not those findings will be implemented by one of the Parties or by both Parties jointly.

10.4. Insofar as possible and reasonable, the Processor will cooperate with the Controller in carrying out a data protection impact assessment.

10.5. The costs of the audit described in paragraphs 1 and 4 above will be borne by the Controller.

Article 11. Duration and termination

11.1. This Data Processing Agreement will enter into effect once it has been signed by the Parties, on the date of the second signature.

11.2. This Data Processing Agreement has been entered into for the term specified in the Agreement between the Parties, in the absence of which it will at least apply for the duration of the collaboration.

11.3. Upon termination of the services by the Processor, the Controller is itself responsible for making copies of, exporting or otherwise returning, in good time, the personal data that the Processor processes on behalf of the Controller. After the end of the term of the Agreement, the Processor will remove or destroy the (personal) data of the Controller.

11.4. The Processor is entitled to revise this agreement from time to time. It will inform the Controller of the changes at least three (3) months in advance. The Controller may lodge a notice of objection by the end of these three (3) months if it does not agree to the changes. If the Processor does not receive a notice of objection within this period, the changes will be deemed to have been accepted by the Controller.

Article 12. Applicable law and settlement of disputes

12.1. The Data Processing Agreement and its execution are governed by Dutch law.

12.2. Any disputes that may arise between the Parties in connection with the Data Processing Agreement will be submitted to the competent court in Rotterdam.