

Syntax Solutions General Terms & Conditions

Syntax Solutions M. Myatt, operating under the name of Syntax Solutions (hereinafter: SS), is registered with the Chamber of Commerce under number 75257882 and is established at Johannes Rutgersstraat 13 (6836HH) in Arnhem, the Netherlands.

Article 1 Terms

1. In these General Terms and Conditions, the following terms are used with the following meaning, unless explicitly indicated otherwise.
2. **Offer:** Every offer or quotation to the Client to perform services by SS.
3. **Company:** the natural or legal person who acts in exercise of profession or business.
4. **Consumer:** the natural person who does not act in the exercise of profession or business.
5. **Participant:** the natural person actually participates in the services.
6. **Services:** the provision of (online) training, workshops, webinars, seminars, coaching, courses, lessons and / or other (online) educational services, events and / or training concerning the English language.
7. **SS:** The service provider (Syntax Solutions) that offers services to the Client.
8. **Client:** the consumer who and / or the company that has appointed SS, has granted projects to SS for services carried out by SS, or to which SS has made a proposal on the basis of an agreement. Client is also a customer.
9. **Agreement:** Any agreement and other obligations between the Client and SS, as well as proposals from SS for services provided by SS to the Client and accepted by the Client and are accepted and carried out by SS with which these general terms and conditions form an inseparable whole.

Article 2 - Applicability

1. These General Terms and Conditions apply to every offer of SS, any agreement between SS and Client and on every service offered by SS.
2. Before an agreement is concluded, the Client will receive these General Terms and Conditions. If this is not reasonably possible, SS will indicate to the Client how the Client can view the General Terms and Conditions.
3. Deviation from these terms and conditions is not possible. In exceptional situations, the general terms and conditions can be deviated from to the extent that this has been explicitly agreed and in writing with SS.
4. These general terms and conditions also apply to additional, changed and follow-up assignments from the Client.
5. The general terms and conditions of the Client are excluded.
6. If one or more provisions of these General Terms and Conditions are partially or completely void or annulled, the other provisions of these General Terms and Conditions remain in place, and the invalid / annulled provision(s) will be replaced by a provision with the same scope as the original provision.
7. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained to the spirit of these terms and conditions.
8. The applicability of Articles 7:404 BW and 7:407 paragraph 2 BW of the Dutch Civil Code are explicitly excluded.
9. If reference is made to she / her in these general terms and conditions, this must also be construed as a reference to he / Him / if and where applicable. 10. In the case that SS does not always require complete compliance with these general terms and conditions, it will retain its right to demand complete or partial compliance with these general terms.

Article 3 - The offer

1. All offers made by SS are without obligation, unless explicitly stated in writing. If the validity of the offer is limited, or if the offer is valid under specific conditions, this is explicitly stated in the supply.

2. SS is only bound by an offer if it is confirmed in writing by the Client within 30 days or by booking a service. Nevertheless, SS has the right to refuse a (potential) Client for well-founded reasons.
3. The offer contains a description of the services offered. The description is sufficiently specified, so that the Client is able to make a good assessment of the offer. Any data in the offer are only an indication and cannot be grounds for any compensation or termination of the agreement.
4. Offers or quotes do not apply to follow-up assignments automatically.
5. Delivery times in the offer of SS are, in principle, indicative, and in the event of exceeding, it does not give a right to dissolution or compensation, unless explicitly agreed otherwise.

Article 4 - Establishment of the Agreement

1. The Agreement is concluded at the moment that Client has accepted an Offer or Agreement of SS by sending a signed copy (scanned or original) to SS, or gives an explicit and unambiguous agreement to the Offer by email.
2. SS has the right to revoke the (signed) agreement within 5 working days of receiving the acceptance.
3. SS is not bound to an offer if the Client could reasonably expect or should understand or should have understood that the offer contains an apparent error or misspelling. Client cannot derive any rights from such error or misspelling.
4. If the Client cancels an already confirmed assignment, the costs already incurred (including the time spent) will be charged to the Client.
5. Any agreement entered into with SS or a project allocated to SS by the Client is concluded with the company and not with an individual person connected to SS.
6. The right of withdrawal of the Client being a company is excluded unless otherwise agreed. The Client being a consumer has right to withdrawal during the legal period of 14 days, unless SS has already commenced the service with the consent of the Client. The Client waives his / her right of withdrawal by means of this consent.
7. If the agreement is entered into by several Clients, each Client is individually jointly and severally liable for the fulfillment of all obligations arising from the Agreement.

Article 5 - Duration of the Agreement

1. The Agreement shall be entered into for a fixed period, unless the content, nature or scope of the assignment implies that it has been entered into for an indefinite period. The duration of the assignment partly depends on external factors, including, but not limited to the quality and timely delivery of the information that SS obtains from the Client.
2. Both the Client and SS can terminate the agreement on the basis of an attributable shortcoming in the fulfillment of the agreement if the other party has been notified in writing and a reasonable period has been given to fulfill its obligations and they still fail to meet their obligations. This also includes the payment and cooperation obligations of the Client.
3. The termination of the Agreement does not affect the payment obligations of the Client to the extent that SS has already carried out work at the time of the dissolution or has provided services. Client must pay the agreed compensation.
4. The agreement cannot be canceled in the meantime, unless the parties have explicitly agreed otherwise.
5. Both the Client and SS can terminate the agreement without further notice of default in writing with immediate effect in the event that one of the parties is in suspension of payment, has filed for bankruptcy, or the company in question ends by liquidation. If a situation as mentioned above occurs, SS is never obliged to refund applicable funds and / or compensation.

Article 6 - Cancellation

1. Prior to the commencement of the Service, The Client, being a Consumer, has the right to Cancel the agreement. In case of a premature termination of the Agreement, the Client owes SS the costs actually incurred up to that point at the agreed (hourly) rate.

2. If the Client wishes to cancel an already confirmed agreement, this can only be carried out by written notification to SS. The date of the service starts the date in the agreement concluded by SS with the Client. To determine the time of cancellation, the moment of receipt of the aforementioned cancellation at SS applies.
3. The applicability of art. 7: 408 Paragraph 1 of the Dutch Civil Code is explicitly excluded.
4. Funds already paid shall not be refunded in principle, unless the agreement has been terminated by the Client's meant interests and with SS agreed in writing. If the Client terminates the agreement before the service has been completed or the time for which the agreement has been entered into has expired, the outstanding costs of the Service will be charged to the Client. The provision of this takes into account, among other things, the activities already carried out by SS, the advantage that the Client has enjoyed, and the grounds on which the agreement has been terminated.
5. Without prejudice to the previous paragraph, the Client owes the full costs of the service to SS if the end of the agreement is attributed to the Client and the payment of the complete costs in view of the circumstances of the case is reasonable. This will be the case if the Client stops the service on his own initiative due to, among other things, but not limited to: reduced motivation, lack of time, finding another job, starting with another training, or any other reason for which the Client himself terminates the Agreement in the interim and SS cannot reasonably be blamed for this.
6. Costs related to Educational Material already delivered or made available to the Client are never eligible for a refund.

Article 7 - Execution of services

1. SS will make efforts to implement the agreed service with the greatest possible care as would be expected from a good service provider. SS is responsible for a professional and independent service. All services are carried out on the basis of a best efforts obligation, unless a result has been agreed explicitly and in writing which has been described in detail.
2. The agreement on the basis of which SS performs the services is leading for the size and scope of service. The agreement will only be carried out for the benefit of the Client. Third parties cannot derive any rights from the content of the services carried out in connection with the agreement.
3. The information and data provided by the Client are the basis on which the services and prices offered by SS are based. SS has the right to adjust its services and prices if the information provided appears to be incorrect and / or incomplete.
4. In the implementation of the services, SS is not required or obliged to follow the Client's instructions if doing so alters the content or extent of the agreed services. If the instructions provide further work for SS, the Client is obliged to reimburse the additional costs accordingly based on a new offer.
5. SS is entitled to engage third parties at their own discretion for the implementation of the services.
6. If the nature and duration of the assignment demand, SS shall keep the Client aware of the progress in the interim through the agreed manner.
7. The performance of the Services is based on the information provided by the Client. If the information has to be changed, this may have consequences for any established planning. SS is never liable for adjusting the planning. If the commencement, progress or delivery of the Services is delayed because, for example, the Client has not supplied all the requested information or has not provided it on time or in the desired format, does not provide sufficient cooperation, a possible advance has not been received in time by SS, or due to other circumstances which are at the expense and risk of the Client, there is a delay, then SS is entitled to a reasonable extension of the delivery or completion period. All damage and additional costs as a result of delay due to a cause as mentioned above are for the account and risk of the Client.

Article 8 - Client obligations

1. The Client is obliged to provide all requested information and annexes and / or related data to SS in the desired form for the purpose of correct and efficient implementation. In the absence of this, it may be possible that SS cannot achieve a full implementation and / or delivery of the relevant services. The consequences of such a situation are at all times at the cost and risk of the Client.

2. SS is not obliged to check the accuracy and / or completeness of the information provided to it or to update the Client with regard to the information if it has changed over time, nor is SS responsible for the correctness and completeness of the information compiled by SS for third parties and / or provided to third parties in the context of the Agreement.
3. If necessary for the execution of the agreement, SS may request additional information. In the absence of this, SS is entitled to suspend its work until the information has been received, without being obliged to compensate for any damages whatsoever to the Client. In the event of changed circumstances, the Client must make this immediately known to SS, or no later than 3 working days after the change has become known.
4. Client and / or Participant must take care of the exam. SS does not offer exams.

Article 9 - Level test and intake interview

1. After registration for an individual training, SS will invite the participant via e-mail for an assessment test and / or an online intake interview.
2. If the online intake interview must be rescheduled, the customer is required to notify SS by email within two working days. SS will confirm the dates proposed by the participant via email or has the right to refuse the proposed dates.
3. A fixed date for an assessment test and / or online intake interview between SS and participant must be agreed by both parties within 10 working days after signing the training contract.
4. All assessment tests and / or online intake interviews are separately carried out services for which payment is required.
5. The actual price for a possible assessment test and / or online intake interview is determined between participant and SS before the above takes place.
6. The costs for assessment tests and / or online intake interviews are mentioned in the training contract.
7. Group assessment tests and / or online intake interviews must be scheduled at least 21 days before the training start date.
8. Mouth-to-mouth advertising or a gentleman's agreement are not legally binding for assessment tests and online intake interviews, nor any other part of this contract.

Article 10 - Training material

1. SS does not sell training material separately.
2. The training material is included in the price of every workshop, seminar, webinar or any other lesson or training.
3. When canceling a SS training, webinar, seminar, all the material must be returned to SS within 10 working days at the cost of the customer.
4. No reimbursement for a workshop or seminar is given until the training material has been returned to SS within the period described above.

Article 11- Advice

1. SS may, if instructed to do so, provide advice, draw up a plan of approach, design, report, plan and / or outline for the benefit of the service. The contents of this are not binding and only advisory in nature, but SS will observe its duties of care. Client decides himself and on his own responsibility whether they follow the advice.
2. The opinions provided by SS, in whatever form, are never to be regarded as medical, legal, tax and / or accounting technical advice. Even if SS assists the Client in negotiations, this advice is never legal advice. If the Client interprets this advice as legal and / or tax advice, the Client must first consult with a specialist trained for this purpose (lawyer / tax specialist).
3. The Client is obliged to assess proposals provided by SS at first request. If SS is delayed in its work, because the Client does not or do not give an assessment on a proposal made by SS, the Client is responsible for the consequences that this has created as a result.

4. The nature of the service entails that the result is at all times dependent on external factors that can influence the reports and advice of SS, such as the quality, accuracy and timely delivery of required information and data from the Client and its employees. The Client is responsible for the quality and for the timely and correct delivery of the required data and information.

5. The Client will report all circumstances in writing prior to the start of the work that are of interest or may be of interest including any points and priorities to which the Client wishes that special attention be paid.

Article 12 - (online) training, workshops, webinars, seminars, coaching, courses, lessons and / or other (online) education services, events and / or training

1. SS provides (Online) training courses, workshops, webinars, seminars, coaching, courses, lessons and / or other (online) educational services, events and / or training for the Client and its participants. If hereinafter refers to as a training, this also includes a workshop, webinar, seminar, coaching, course, lessons and / or other (online) educational services, events and / or training.

2. The training courses take place online via Zoom, Skype, Teams or other platforms, unless explicitly agreed that the training takes place at the SS location. If a training cannot take place, or there are delays because the participant is not properly prepared, or is otherwise not actively dealing with learning, all consequences of this will be on the account and risk of the participant.

3. The content of the training offered by SS and the advice given during the training is not binding and only advisory in nature, but SS observes its duties with care. The training is tailored as far as possible to the wishes of the Client as well as the needs of the relevant participant(s).

4. The Client will report all circumstances in writing prior to the start of the training that are important or may be important including any points and priorities for which the Client wishes that particular attention be paid.

5. The result of the service is at all times depending on the effort of the individual participant.

Participants are deemed to actively participate in the service. If homework is specified or otherwise some preparation is required, participants must have completed this before the start.

6. SS is entitled to cancel or move the training to another date when SS's force majeure and / or illness. Client or participant and SS will consult on this.

7. If the Client or Participant decides to stop training during the Agreement, the Client or Participant is not entitled to a refund of monies already paid.

8. SS is entitled to cancel or move the training to another date if there are too few registrations. It is exclusively the decision of SS to move the training. If the Client is not available on the new date, the Client is entitled to a pro rata refund of monies already paid or can participate in training on another date. The parties will consult on this. If there are too many registrations, SS is entitled to have the training take place in several sessions. If applicable, the aforementioned situation will be discussed with the Client in a timely manner.

Article 13 - Training dates

1. The dates are predetermined and established in group training. For didactic reasons and to guarantee quality, the minimum and maximum number of participants per group training is established. In situations of insufficient or excessive enrollment for a specific training, SS reserves the right to enroll a certain number of participants in the next training based on order of registration and in consultation with the person concerned.

2. In individual training sessions, the dates are set in consultation with participant and / or customer. These dates are recorded in writing when confirming training.

Article 14 - Cancellation arrangement

1. If you participate in a group training ((online) training courses, workshops, webinars, seminars, coaching, courses, lessons and / or other (online) educational services, events and / or training) it is not possible for the participant to change a training session. If a participant cannot follow a training, SS cannot offer replacement training; there will be no (partial) refunds.
2. In the case of an individual training, the following policy applies:
 - A training session can be moved free of charge, provided that the change is communicated to SS at least 48 business hours (two working days) before the start of the relevant training. A new date will then be scheduled in consultation with the participant.
 - If a training session is rescheduled in a timely manner, the participant reserves the right to follow a replacement training session for up to one year after the date of initial training session. If the parties have not established a replacement date within a year, SS reserves the right to terminate the training after the expiry of this period.
3. The arrangements and provisions shall only apply if the cancellation and the new appointment are communicated to the training administration in a timely manner. If a training session is canceled within 48 hours, the full price of the training will be charged.

Article 15 - Adjustments by SS

1. In the event of illness and / or absence of a trainer for one or more sessions, SS will, if possible, provide an equivalent replacement.
2. If the above-mentioned replacement is not possible, SS will inform the participant as soon as possible and plan alternative dates as soon as possible.
3. In the event of illness and / or absence of a trainer, a participant / Client has no right to (damage) reimbursement.

Article 16 - Guarantee

SS expressly makes no guarantee on any results to be achieved. If and which results participant achieves, fully depends on the commitment and choices of participant himself.

Article 17 - Additional activities and changes

If the agreement shows that the agreement should be adjusted, or at the request of the Client, further work is needed to reach the desired result of the Client, the Client is obliged to compensate this additional work according to the agreed rate. SS is not obliged to meet this request, and may require the Client that a separate agreement is concluded and / or referred to a competent third party.

Article 18 - Prices and payment

1. All prices are exempt from VAT.
2. SS carries out its services in accordance with the agreed (hourly) rate. If there is an hourly rate, the costs of the work will be calculated afterwards on the basis of the registration of the hours (post-calculation) generated by SS.
3. The Client is obliged to fully reimburse the costs of third parties, which are used by SS after approval from the Client, unless explicitly agreed otherwise.
4. The parties may agree that the Client must pay an advance. If an advance has been agreed, the Client must pay the advance before starting the performance of service.
5. The Client cannot derive any rights or expectations from a budget issued in advance, unless the parties have expressly agreed otherwise.
6. SS is entitled to increase the applicable prices and rates annually in accordance with applicable inflation rates. Other price changes during the agreement are only possible if and insofar as they are explicitly laid out in the agreement.

7. The Client must pay these costs all at once, without settlement or suspension, within the specified payment term as stated on the invoice to the account number and details of SS made known to the Client.

8. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation or request to payment towards the Client, payment and all other obligations of the Client shall be immediately due and payable under the agreement.

Article 19 - Debt Collection Policy

1. If the Client does not meet its payment obligation, and has not fulfilled its obligation within the specified payment term, the Client, if a company, is in default by operation of law. The Client, being a Consumer, will first receive a written reminder with a term of 14 days after the date of the reminder to still meet the payment obligation, including a statement of the extrajudicial costs if the Consumer does not meet its obligations within that term, before the Client is in default.

2. From the date that the Client is in default, SS will be entitled, without further notice of default, to the statutory commercial interest from the first day of default until full payment, and compensation for the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, to be calculated according to the graduated scale from the decision on compensation for extrajudicial collection costs of 1 July 2012.

3. If SS has incurred more or higher costs that are reasonably necessary, these costs are eligible for reimbursement. The full legal and execution costs incurred are also for the account of the Client.

Article 20 - Privacy, data processing and security

1. SS handles (personal) data of the Client or Participants with care and will only use it in accordance with the applicable standards. If requested to do so, SS will inform the person concerned about this.

2. The Client is responsible for the processing of data that is processed using a service of SS. The Client also guarantees that the content of the data is not unlawful and does not infringe any rights of third parties. In this context, the Client indemnifies SS against any (legal) claim related to this data or the execution of the Agreement.

3. If, on the basis of the Agreement, SS must provide information security, this security will meet the agreed specifications and a security level that is not unreasonable, given the state of the art, the sensitivity of the data, and the associated costs.

Article 21 - Suspension and dissolution

1. SS has the right to keep the information, data files and more it has received or realized if the Client has not yet (fully) fulfilled its payment obligations. This right remains in full force if a reason for SS arises which justifies suspension in that case.

2. SS is authorized to suspend the fulfillment of its obligations as soon as the Client is in default with the fulfillment of any obligation arising from the Agreement, including late payment of its invoices. The suspension will be immediately confirmed in writing to the Client.

3. In that case, SS is not liable for damage, for whatever reason, as a result of the suspension of its activities.

4. The suspension (and / or dissolution) does not affect to the payment obligations of the Client for work already performed. In addition, the Client is obliged to compensate SS for any financial loss that SS suffers as a result of the Client's default.

Article 22 - Force majeure

1. SS is not liable if it is unable to fulfill its obligations under the Agreement as a result of a force majeure situation.

2. Under force majeure on the part of the SS, any case, but is not limited to: (i) force majeure from SS suppliers, (ii) failure on the part of suppliers prescribed or recommended to SS by the Client or its third parties to properly fulfill obligations, (iii) defective (software) programs or any third parties involved in the performance of the service, (iv) government measures, (v) breakdown of electricity, internet, data network - and / or telecommunications facilities, (vi) illness of employees of SS or advisers engaged

by it and (vii) other situations which, in the opinion of SS, fall outside its sphere of influence that temporarily or permanently prevent the fulfillment of its obligations.

3. In case of force majeure, both Parties have the right to terminate the Agreement in whole or in part. In that case, all costs incurred before the dissolution of the Agreement will be paid by the Client. SS is not obliged to compensate the Client for any losses caused by such revocation.

Article 23 - Limitation of liability

1. If any result specified in the Agreement is not achieved, a shortcoming on the part of SS will only be deemed to exist if SS has expressly and explicitly promised this result when accepting the Agreement.

2. In the event of an attributable shortcoming on the part of SS, SS is only obliged to pay any compensation if the Client has given SS notice of default within 14 days of discovery of the shortcoming and SS has subsequently failed to rectify this shortcoming within a reasonable period of time. The notice of default must be submitted in writing and contain an accurate and adequate description / substantiation of the shortcoming, so that SS is able to respond properly.

3. If the provision of Services by SS leads to liability on the part of SS, that liability is limited to the total amount invoiced in the context of the Agreement, but only with regard to the direct damage suffered by the Client, unless the damage is the result of intent or deliberate recklessness on the part of the SS. Direct damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, determining the cause of damage, direct damage, liability and the method of repair.

4. SS expressly excludes all liability for consequential damages. SS is not liable for indirect damage, trading loss, loss of profit and / or loss suffered, lost savings, damage due to business interruption, capital losses, delay damage, interest damage and immaterial damage.

5. The Client indemnifies SS against all third-party claims as a result of a defect resulting from a service provided by the Client to a third party and which partly consisted of Services provided by SS, unless the Client can demonstrate that the damage was solely caused by the service provided by SS.

6. Any advice provided by SS, based on Incomplete and / or incorrect information provided by the Client is never grounds for liability on the part of SS.

7. The content of the advice provided by SS is not binding and only advisory in nature. The Client himself decides and under its own responsibility whether it will follow the proposals and advice of SS mentioned herein. All consequences arising from following the advice are for the account and risk of the Client. The Client is at all times free to make its own choices that deviate from the advice provided by SS. SS is not bound by any form of refund or compensation if this is the case.

8. If a third party is hired by or on behalf of the Client, SS is never liable for the actions and advice of the third party engaged by the Client as well as the processing of results (of advice given) of the third party engaged by the Client in SS's own advice.

9. SS does not guarantee a correct and complete transmission of the content of emails sent by / on behalf of SS, nor for its timely receipt.

10. Successful completion of the Service by the Participant is not guaranteed. The Participant is always responsible for the successful completion of the Service. SS has a best efforts obligation to guide the Participant to the best of its ability within the framework of the Agreement. Any liability for damage suffered by the Participant as a result of the failure to successfully complete the Service is excluded, expressly including consequential damage. This is always the case except in the situation in which there is intent or deliberate recklessness on the part of SS. However, in that case too, the liability is limited as described in paragraph 3 of this article.

11. All claims by the Client due to shortcomings on the part of SS will lapse if they have not been reported to SS in writing and with supporting reasons within one year after the Client was aware or could reasonably have been aware of the facts on which the claims are based. One year after the termination of the Agreement between the parties, the liability of SS lapses.

Article 24 - Confidentiality

1. SS and Client commit themselves to secrecy of all confidential information obtained in the context of an assignment. Confidentiality arises from the assignment and must also be assumed if it can reasonably be expected that it concerns confidential information. Confidentiality does not apply if the information in question is already public / commonly known, the information is not confidential and / or the information was not disclosed to SS during the Agreement with the Client and / or was obtained by SS in some other way.
2. In particular, the secrecy pertains to advice, reports, designs, working methods, training material and / or reporting regarding the assignment of the Client drawn up by SS. The Client is expressly prohibited from sharing its contents with employees who are not authorized to take cognizance of this and with (unauthorized) third parties. Furthermore, SS always exercises the required care in dealing with all business-sensitive information provided by the Client.
3. If SS on the basis of a legal provision or a judicial decision is obliged to (partly) provide the confidential information to the law or competent court or to a designated third party and SS cannot invoke a right of nondisclosure, SS is not obliged to pay any compensation and does not give the Client any ground for dissolution of the Agreement.
4. The transfer or dissemination of information to third parties and / or publication of statements, advice or productions provided by SS to third parties requires the written permission of SS, unless such permission has been expressly agreed in advance. The Client will indemnify SS against all claims by such third parties as a result of reliance on such information disseminated without the written consent of SS.
5. SS and the Client also impose the confidentiality obligation on third parties to be engaged by them.

Article 25 - Intellectual Property Rights

1. All intellectual property rights and copyrights of SS, including but not limited to all designs, models, training material, reports and advice, are vested exclusively in SS and will not be transferred to the Client unless expressly agreed otherwise.
2. If it has been agreed that one or more of the aforementioned items or works of SS will be transferred to the Client, SS is entitled to conclude a separate Agreement for this and to demand appropriate monetary compensation from the Client. Such compensation must be paid by the Client before it acquires the relevant items or works with the corresponding IP rights.
3. The Client is prohibited from disclosing and / or reproducing, modifying or making available to third parties (including use for commercial purposes) all documents and software on which the IP rights and copyrights of SS rest, without express prior written permission from SS. If the Client wishes to make changes to goods delivered by SS, SS must explicitly agree to the intended changes.
4. The Client is prohibited from using or disseminating the goods and documents on which the intellectual property rights of SS rest other than as agreed in the Agreement.
5. The parties will inform each other and take joint measures if an infringement of IP rights occurs.

Article 26 - Indemnification and accuracy of information

1. The Client is responsible for the accuracy, reliability and completeness of all data, information, documents and / or records, in whatever form it provides to SS in the framework of an Agreement, as well as for the data which it has obtained from third parties and which has been provided to SS for the purpose of carrying out the service.
2. The Client indemnifies SS against any liability resulting from failure to fulfill its obligations or failure to fulfill them in time with regard to the timely provision of all correct, reliable and complete data, information, documents and / or records.
3. The Client indemnifies SS against all claims from the Client and third parties engaged by it or working under it, as well as from Clients of the Client, based on the failure to obtain (timely) any subsidies and / or permissions required in the context of the execution of the Agreement.
4. The Client indemnifies SS against all third-party claims arising from the work performed for the Client, including but not limited to intellectual property rights on the data and information provided by

the Client that can be used in the performance of the Agreement and / or the acts or omissions of the Client towards third parties.

5. If the Client provides SS with electronic files, software or information carriers, the Client guarantees that these are free of viruses and defects.

6. The Client indemnifies SS against all claims arising from the unsuccessful completion of the Service in the context of the Agreement by a Participant.

Article 27 - Complaints

1. If the Client is not satisfied with the service of SS or otherwise has complaints about the execution of its assignment, the Client is obliged to report these complaints as soon as possible, but no later than 7 calendar days after the relevant reason that led to the complaint. Complaints can be reported verbally or in writing via info@syntaxsolutions.net with the subject "Complaint".

2. The complaint must be sufficiently substantiated and / or explained by the Client if SS is to be able to handle the complaint.

3. SS will respond substantively to the complaint as soon as possible, but at the latest within 7 calendar days after receipt of the complaint.

4. The parties will try to reach a solution together.

Article 28 - Applicable law

1. Dutch law applies to the legal relationship between SS and the Client.

2. SS has the right to modify these general terms and conditions and will inform the Client accordingly.

3. In case of translations of these terms and conditions, only the Dutch version is legally binding.

4. All disputes arising from or as a result of the Agreement between SS and the Client will be settled by the competent court of the Amsterdam District Court, unless mandatory provisions designate another competent court.