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Terms & conditions

Terms and Conditions

These general terms and conditions are set by BuzzMaster B.V. (“BuzzMaster”), located at Amstelvlietstraat 549, 1096 GG in Amsterdam and registered at the Kamer van Koophandel (Chamber of Commerce) under number 59950110.

These general terms and conditions were filed with the Kamer van Koophandel on 25/2/2015.

1. Application

These terms and conditions apply to all services offered by BuzzMaster and all agreements reached between BuzzMaster and a customer. BuzzMaster reserves the right to changes these terms and conditions from time to time. BuzzMaster will always notify the customer of this beforehand. By (continued) use of BuzzMaster’s services you agree to the most recent version of the general terms and conditions.

2. Definitions

The hereafter mentioned terms are defined as follows within these terms and conditions:

- ‘BuzzMaster’: BuzzMaster B.V., Amstelvlietstraat 549, 1096 GG Amsterdam. KvK nr. 59950110;
- ‘Services’: the services BuzzMaster provides to the Customer, such as providing the BuzzMaster technology, customizing the BuzzMaster concept, (technical) support during the onsite installation, or any other service;
- ‘Event’: the occasion at which the Services are provided to the Customer;
- ‘Customer’: the person or legal entity to whom BuzzMaster provides its services;
- ‘Proposal’ refers to the offer made by BuzzMaster to the Customer, which includes among others (i) the content of the services, (ii) the way in which payments need to take place, and (iii) the schedule;
- ‘Agreement’: the assignment agreement (orally or in writing) between the Customer and BuzzMaster;
- ‘Compensation’: the compensation BuzzMaster charges for its services.

3. Formation of Agreement

The Agreement is established at the moment the Customer accepts BuzzMaster's proposal. The Agreement is an assignment agreement (as intended by art. 7:400 BW and beyond). When providing its services, BuzzMaster will always act in compliance with the demands made of a good contractor.

4. Proposals and Changes

Unless stated otherwise in the Proposal, every proposal issued by BuzzMaster is valid for 14 (fourteen) days, after which the proposal legally lapses. The Proposal is based on the Customer's instructions and the Customer guarantees those instructions are right and accurate. If the instructions change after the Proposal was accepted and the Agreement established, this may result in a change to the Compensation. If the Customer provides BuzzMaster with explicit instructions for additional work that is not part of the Proposal after the Agreement was established, the Customer will be charged for the costs of this additional work according to the (hourly) fee BuzzMaster charges for these activities.

5. Payment

The Customer will pay BuzzMaster the Compensation as stated in the Proposal in return for the Services. BuzzMaster will send the Customer an invoice for the amount of the Compensation and the costs of any additional activities carried out on the request of the Customer after the Event ends. Payment always needs to occur within 30 (thirty) days after the invoice date, unless otherwise agreed upon. All quoted amounts exclude BTW ('VAT').

6. Default

If the Customer does not pay the invoice within the set payment term, the Customer is legally in default. After the due date, the Customer owes 2% default interest. Additionally, BuzzMaster is authorized to recover all (reasonable) costs incurred in order to receive payment from the Customer, such as legal and debt collection costs, in addition to the principal amount and the default interest.

7. Customer Obligations

The Customer ensures that the location at which the Services are provided meets the (technical and spatial) demands set by BuzzMaster and that the necessary materials and connections are present at that location. The Customer also ensures all data indicated by BuzzMaster to be essential,

as well as data the Customer may reasonably be expected to understand are essential for completing the Agreement, are supplied to BuzzMaster in a timely fashion. If the data required for the execution of the Agreement is not supplied in time, BuzzMaster has the right to suspend the execution of the Agreement and charge the Customer for any costs resulting from that delay.

8. Termination

BuzzMaster has the right to terminate the Agreement immediately if the Customer:

- has not completely paid the Compensation owed by the end of the payment term;
- declares bankruptcy or has been declared bankrupt;
- applies for or is granted suspension of payments;
- sells or liquidates his company; or stops operations or stops taking part in legal transactions or has the intention of doing so. This termination does not affect BuzzMaster's remaining rights, such as the right to payment for work already completed or compensation for any type of damage.

The Customer has the right to terminate the Agreement in writing at all times with the proviso he owes BuzzMaster the following Compensation, depending on the moment of termination:

- 100% of the Compensation if the termination occurs less than 1 (one) week before the day the Event would take place;
- 75% of the Compensation if the termination occurs between 1 (one) and 2 (two) weeks before the day the Event would take place;
- 35% of the Compensation if the termination occurs between 2 (two) and 3 (three) weeks before the day the Event would take place;
- 0% of the Compensation if the termination occurs more than 4 (four) weeks before the day the Event would take place.

9. Hindrance BuzzMaster

If BuzzMaster's site supervisor is unable to make it on the day of the Event due to sickness, an emergency, a force majeure or any other unforeseen circumstance, BuzzMaster will immediately inform Customer of this and BuzzMaster and Customer will discuss the following options:

- a. Rescheduling the Event for another date;
- b. Finding an (external) replacement, and any resulting increase or decrease in costs are discussed with the Customer; or
- c. Terminating the Agreement with the reimbursement of any advances paid by the Customer but minus any preparation costs reasonably incurred by BuzzMaster.

10. Intellectual Property

BuzzMaster is and will always remain the sole rightful claimant of all intellectual property rights (such as but not limited to: copyright, trademark, design right, trade name rights and domain name rights) with regards to the BuzzMaster concept, the BuzzMaster brand and all related content. Any intellectual property rights emerging from any work performed during the preparation or the execution of the Agreement will belong to BuzzMaster. If the Customer wants to use the work delivered for any other purpose than what is included in the Proposal during or after the execution of the Agreement, he requires BuzzMaster's prior written permission.

11. Trademarks and Domain Names

BuzzMaster will customize the Services provided to the Customer. If this includes the use of any of the Customer's trademarks, brands, or domain names ('Trademarks'), the Customer grants BuzzMaster permission to use those Trademarks for the execution of the Agreement (such as customizing the Services). BuzzMaster is authorized to use the Customer's Trademarks on its website for promotional purposes, unless the Client explicitly states otherwise.

The Customer will ensure the Trademarks and any other relevant information or content related to the Services are provided to BuzzMaster in the proper fashion and the Customer guarantees these do not infringe the rights of others.

12. Property

If the Customer receives any (electronic) data mediums or technical devices from BuzzMaster related to the execution of the Agreement, BuzzMaster remains their owner at all times and has the right to request immediate return of this property. In any case, return of the property needs to occur directly after the Event ends. If BuzzMaster provides any work that is subject to copyright protection, the Customer is not allowed to change any part of this or use it in a way that is not included in the Agreement.

13. Liability

BuzzMaster's liability (barring intent and gross negligence) is limited in the following ways:

- BuzzMaster is not liable for any shortcomings or damages resulting from the fact that the Event's location does not meet the (technical or spatial) requirements set by BuzzMaster beforehand or if the necessary materials or connections are not present at said location;
- BuzzMaster is not liable for any shortcomings or damages resulting from the Customer's incorrect instructions or any incorrect supply of materials or data by the Customer

- or a third party;
- BuzzMaster is not liable for any shortcomings in completing the Agreement insofar they are the result of a force majeure such as but not limited to: unforeseen hardware or software defects, electricity or internet outages, fire, lightning, explosions, chaos, floods, industrial conflicts, extreme weather, war, or the acts of local authorities;
 - BuzzMaster is not liable for any indirect damages, reputation damages or consequential damages; and
 - Insofar BuzzMaster is indeed liable, its liability is limited to a) the amount it receives from its liability insurance or, if this is lower b) the amount of the Compensation actually paid by the Customer.

14. Sub-Contractors

BuzzMaster is allowed to make use of the services of third parties in providing its Services. In that case, the stipulations of these general terms and conditions apply in full to the services provided by these third parties.

15. Confidential Information

BuzzMaster and the Customer will not break the confidentiality of any confidential information they receive from one another with regards to their Agreement. This confidentiality does not apply to information already publicly known (due to any other reason than a breach of this confidentiality provision).

16. Complete Agreement and Contradictions

Together with the Agreement, these general terms make up the complete Agreement between BuzzMaster and the Customer with regards to the subject of the Agreement. In case of contradiction between stipulations of these terms and conditions and those of the Agreement, the Agreement's stipulations prevail.

17. Applicable Law and Choice of Competent Jurisdiction

Dutch law applies to these general terms and conditions, the Proposal and the Agreement. All conflicts that arise from these documents will be exclusively presented to the Court of Amsterdam.

