

1do General Terms and Conditions

Version 1.1 - June 29, 2023

These General Terms and Conditions apply to all legal relationships between 1do and its Clients. The General Terms and Conditions are divided into different Modules. These Modules focus on the different forms of service that 1do offers, namely:

- [Module 1. General](#)
- [Module 2. Hosting](#)
- [Module 3. Telecom](#)
- [Module 4. Equipment](#)
- [Module 5. Personnel](#)
- [Module 6. Licences](#)
- [Module 7. Processing Agreement](#)

If a provision in a specific, applicable Module conflicts with a provision in Module 1. General, the provision of that particular applicable Module will prevail. Where a provision in one specific, applicable Module conflicts with a provision in another applicable Module, the provision in the previous module will prevail. Thus: Module 1. General takes precedence over Module 2, Module 2 takes precedence over Module 3, et cetera.

Module 1. General

Article 1 Definitions

1.1 In these General Terms and Conditions the following terms, always written with a capital letter and used both in the singular and the plural, have the following meaning:

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| a. 1do | 1do bv (private limited company) established in Dordrecht and registered in the Commercial Register of the Chamber of Commerce under number 73212865. |
| b. General Terms and Conditions | these 1do General Terms and Conditions, which may also be downloaded and printed at https://1do.nl/algemene-voorwaarden/ |
| c. Equipment | Equipment that 1do makes available, in any way whatsoever, to the Client for the purpose of a Service; |
| d. Article | An article from these General Terms an Conditions; |
| e. GDPR | the Regulation (EU) 2016/679) of the European Parliament and of the Council dated 27 April 2016 regarding the protection of natural persons as pertains to the processing of personal data and regarding the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation); |
| f. Service | the activity that 1do will perform for the Client, as specified in the Quotation; |
| g. Intellectual Property Rights | all Intellectual Property Rights and all related rights, including but not limited to copyright, database rights, trade name rights, trademark rights, design rights, patent rights, rights to know-how and rights to trade secrets; |
| h. Hosting Service | the Service relating to the remote provision of and retention of data and/or applications available via the Internet or any other network; |
| i. Office hours | The hours from 09:00 to 17:00 on weekdays (Monday to Friday) with the exception of recognised and official holidays in the Netherlands; |
| j. Client | The natural or legal person who has concluded an agreement with 1do; |
| k. Additional work | work or other activities that fall outside the normal content and/or scope of the Services as set out in the Order and/or any changes thereto; |
| l. Module | a module of these General Terms and Conditions containing provisions relating to a specific form of service; |
| m. Personnel | employees, freelancers, self-employed persons without personnel and/or auxiliary staff that 1do hires in from a third party, who 1do deploys for the Client and/or who carry out work for the Client; |

n. Quotation	the quotation that 1do has made to the Client, which includes what the work to be carried out entails, and the relevant payment for these services;
o. Order	the Services agreed by Parties as described in the Quotation;
p. Agreement	The agreement between 1do and the Client on which basis 1do carries out the Service for the Client ;
q. Parties	1do and the Client;
r. Framework agreement	the framework agreement concluded between the Parties;
s. Writing/Written	In addition to written characters on paper, the term 'Writing/Written' also includes written characters on an electronic information carrier, including email correspondence and electronic agreements;
t. Telecom service	the provision of telecommunications over a network, including related services such as VoIP telephony;
u. Processing Agreement	the agreement in which 1do and the Client have laid down have laid down arrangements for the processing of personal data, Module 7;
v. Website	1do's website, to be consulted at https://1do.nl/ .

Article 2 Quotation, offer and acceptance

- 2.1 1do will send the Client a Quotation, in which it indicates what is included in the Service and the amount payable by the Client upon acceptance of the Quotation.
- 2.2 The description of the Service as stated in the Quotation is binding. 1do is not bound to any response by the Client which deviates from the Quotation in its acceptance, not even when this response deviates from the Quotation on only trivial points.
- 2.3 A Quotation is without obligation and does not bind the Client in any way.
- 2.4 A Quotation is valid for a period of fourteen (14) calendar days after the date of dispatch by 1do, unless otherwise indicated in the Quotation.
- 2.5 In the event that the Client has provided incorrect information to 1do, on which basis 1do has made a Quotation, 1do is entitled to adjust the prices in the Quotation to reflect the correct information, even if the Agreement has already been concluded.
- 2.6 1do cannot be bound to the offer in its Quotation if the Client can reasonably understand that the Quotation, or a part thereof, contains an apparent mistake or clerical error.
- 2.7 The Client should preferably accept the Quotation in Writing and preferably by signing the Framework Agreement to which the Quotation is attached, but if the Client accepts the Quotation in another way, or if 1do may reasonably consider the Client's conduct as having giving the impression of or raising the expectation of agreement, then 1do may consider the Quotation to be accepted.
- 2.8 Stipulations or conditions made by the Client that deviate from or do not appear in these General Terms and Conditions are only binding for 1do if and insofar as 1do has explicitly accepted these in Writing.

Article 3 Execution of the Order

- 3.1 1do will perform the Order for the Client in accordance with the Quotation.

- 3.2 All Services delivered by 1do are carried out based on a best-efforts obligation, unless 1do has explicitly guaranteed a specific, precisely-defined result in the Quotation.
- 3.3 The Client acknowledges that the success of the Quotation also depends on a correct and timely mutual cooperation with 1do. Therefore, the Client will cooperate fully to make a timely and correct execution of the Agreement possible by 1do. In particular, the Client will ensure that 1do is provided with all data, information and/or cooperation that 1do indicates are necessary or desired, or that the Client should reasonably understand are necessary for the execution of the Agreement, in a correct and timely fashion.
- 3.4 1do is not obliged to follow instructions of the Client during the execution of its Services, in particular if these instructions change or supplement the content and/or the scope of the Quotation.
- 3.5 1do will make every effort to keep the software it uses for the Order up-to-date. 1do reserves the right not to install certain updates.
- 3.6 The Client is not permitted to supply the user data granted by 1do, including but not limited to user names and passwords, to third parties, unless 1do explicitly consents to this in Writing.
- 3.7 The Client will immediately inform 1do of relevant changes in its data, such as a change in its address and/or invoicing data, and in any case, at 1do's first request.
- 3.8 The Client may also be bound by the conditions of third parties for the execution of the Services. These conditions apply between the Client and the third party/parties concerned; 1do is not bound by them. 1do is entitled to enter into the agreements with third parties required for the Services on behalf of the Client, after having obtained the Client's consent. 1do is not a party to these agreement(s).

Article 4 Price and payment

- 4.1 All prices stated are exclusive of turnover tax (VAT) and other levies that have been or will be imposed by the government.
- 4.2 All prices mentioned are in Euros, unless explicitly stated otherwise.
- 4.3 1do is entitled to increase the prices charged in the Agreement. 1do will inform the Client of this at least two months in advance. In the event of such a price increase, the Client has the right to terminate the agreement, with due observance of a notice period of one month.
- 4.4 1do will send the Client an invoice for the amount due via electronic means. The payment term of an invoice is fourteen (14) days after the date of the invoice, unless agreed upon otherwise.
- 4.5 If the Client consists of several persons (natural persons and/or legal persons) according to the Agreement, each person is jointly and severally liable towards 1do to fulfil the obligations from the Agreement.
- 4.6 If the Client does not pay the invoice on time, the Client is legally in default. In such a case the Client owes the statutory commercial interest rate and € 15.00 administration costs (per invoice) over the invoice amount.
- 4.7 In the event of late payment, in addition to the amount owed, the interest thereon and the administration costs, the Client is obliged to pay in full both the extrajudicial and judicial (collection) costs, including the costs of collection agencies, lawyers and bailiffs. The extrajudicial (collection) costs will be calculated in accordance with the graduated scale of extrajudicial collection costs according to the *Staffel Buitengerechtelijke Incassokosten* (BIK), unless the actual extrajudicial (collection) costs incurred are higher. In the latter case, the actual extrajudicial (collection) costs incurred will be charged to the Client.

- 4.8 In the event that 1do has suspended the provision of Service because the Client has not paid on time, 1do may require the Client to pay an additional amount to 1do to restart the Service, such as reconnection costs, in addition to the full claim or claims.
- 4.9 In the event of liquidation, suspension of payment (or an application thereto), bankruptcy, debt restructuring or any other circumstance as a result of which the Client can no longer freely make use of its capital, 1do is free to terminate the agreement with immediate effect without facing any obligations, such as the obligation to pay damages. In these cases, 1do's claims against the Client are immediately due and payable.

Article 5 Duration and termination of contract

- 5.1 The Agreement between 1do and the Client becomes effective when the Quotation or the Agreement is signed by both Parties, unless a different commencement date is determined in the Quotation or the Agreement.
- 5.2 The Agreement is entered into for a definite period of time with a minimum term of twelve (12) months, unless expressly agreed otherwise. Without Written notice of termination, subject to a notice period of at least one (1) calendar month before the end of the agreed term, the Agreement will always be extended by the same period, unless expressly agreed otherwise.
- 5.3 Each Party is entitled to dissolve the Agreement as a result of an attributable failure in the performance of the Agreement, if the other Party continues to fail attributable in the performance of the Agreement even after proper notice of default, including the expiry of reasonable periods to rectify the failure to perform, has been given. The notice of default must contain a description of the breach as complete and detailed as possible, so that the other Party has the opportunity to respond adequately.
- 5.4 If, at the time of the dissolution, 1do has already delivered Services to the Client, these delivered Services and the corresponding payment obligation(s) are not subject to the obligation to nullify, as a result of the dissolution.
- 5.5 Invoices that 1do has already sent to the Client in connection with what has already (partially) been carried out or delivered within the framework of the Agreement, prior to the termination or dissolution, must be paid by the Client. These invoice amounts are immediately due and payable at the time the Agreement is terminated.

Article 6 Intellectual Property

- 6.1 All Intellectual Property Rights to all works developed or made available within the framework of the Service, such as materials, software, websites, designs, documentation, analyses, protocols, advice, reports, offers, data files and configuration files, to which Intellectual Property Rights may apply, and the preparatory material thereof, rest with 1do and/or its licensor(s).
- 6.2 The Client only receives the rights of use and powers that it is entitled to under the Agreement or by law.
- 6.3 The Client is expressly not permitted to download, copy, modify, reverse engineer, publish, use for direct or indirect commercial purposes or for any other purpose than for those purposes stated in the Agreement, unless mandatory Dutch law permits such use.
- 6.4 If the Client wishes a back-up copy of software, it must send 1do a request. If a back-up copy is necessary for the intended use, 1do will make a back-up copy for the Client, at the Client's expense. The Client is explicitly not permitted to trade or distribute this reserve copy.
- 6.5 The Client will not remove or alter (or cause to be removed or altered) any notice(s) regarding the confidential nature or any Intellectual Property Right on any work.
- 6.6 1do is entitled to take technical measures (visible or otherwise) to protect materials or other works. The Client is not allowed to circumvent or remove these security measures.
- 6.7 The Client guarantees that by using the Service, it does not infringe on the Intellectual Property Rights of third parties. The Client indemnifies 1do against all claims and other third parties rights that are based on infringement(s) of Intellectual Property Rights.

Article 7 Privacy and processing of personal data

- 7.1 If, during the execution of the Agreement, 1do processes personal data of the Client or on behalf of the Client, then the provisions from Module 7 of these General Terms and Conditions (Processing Agreement) apply. This personal data will be processed in accordance with the Processing Agreement and the applicable legislation and regulations.

Article 8 Deadlines

- 8.1 The deadlines given by 1do for the execution and/or completion of the Service are always indicative. The deadlines are never final. If a deadline is exceeded, 1do will only be in default after the Client has given 1do notice of default in the proper Written manner, whereby it is granted a reasonable term to fulfil its obligations. The notice of default will contain a description of the shortcoming as complete and detailed as possible, so that 1do is provided the opportunity to react adequately.

Article 9 Availability and maintenance

- 9.1 1do will make every effort to maintain availability of the Service(s) as much as possible.
- 9.2 1do does not offer any guarantees regarding the availability of the Service(s), unless explicitly agreed otherwise.
- 9.3 1do is entitled to take out of service its systems or parts of them temporarily for maintenance, adjustment or improvement. 1do will make an effort to carry out these activities outside Office hours as much as possible.
- 9.4 1do will make every effort to inform the Client of planned downtime in good time.

Article 10 Liability

- 10.1 1do's liability for damages as a result of an attributable shortcoming in fulfilment, from an unlawful act or otherwise, is limited per event (a series of successive events is considered as one event) to the amount that is paid out in the relevant instance under 1do's liability insurance. 1do has insured its liability for a minimum of EUR 1,000,000 per claim. A copy of the policy can be sent to the Client upon request.
- 10.2 If, and for whatever reason, no payment should occur under the aforementioned insurance, the aforementioned amount is limited to compensation of direct damage up to a maximum amount of payments the Client has paid and received over the twelve (12) months preceding the event causing the damage. Direct damage is exclusively understood to be as follows:
- material damage to property;
 - reasonable costs incurred to prevent or limit direct damage, which could be expected as a result of the event on which the liability is based; and
 - reasonable costs incurred in determining the cause of the damage.
- If, and for whatever reason, no payment is made under the insurance referred to above, compensation for indirect damage is excluded. Indirect damage is understood to mean all damage that is not direct damage, including but not limited to consequential loss or damage, loss of profit, lost savings and loss or damage due to business interruption.
- 10.3 The exclusions and limitations referred to in this Article lapse if and insofar as the damage is the result of intent or deliberate recklessness of 1do or its management.
- 10.4 Unless compliance by 1do is permanently impossible or a situation as referred to in article 6:83 sub c of the Dutch Civil Code (*BW*) applies, 1do's liability on account of an attributable shortcoming in the fulfilment of its obligation(s) under the Agreement only arises if the Client gives 1do immediate Written notice of default, in which 1do is granted a reasonable time to rectify the shortcoming and 1do remains in attributable shortcoming in the fulfilment of its obligation(s) even after expiry of this time limit. The notice of default will contain a description of the shortcoming that is as complete and detailed as possible, so that 1do is provided the opportunity to react adequately.

- 10.5 A condition before any right to compensation arises is always that the Client must report the damage in writing to 1do within 30 days after the damage has arisen.
- 10.6 The Client will indemnify 1do against all claims and other claims of third parties and the resulting damage, as a consequence of a shortcoming of the Client under this Agreement, or any other act or omission of the Client.

Article 11 Force majeure

- 11.1 A Party cannot be bound to fulfil any obligation in the event of force majeure.
- 11.2 Force majeure exists if a Party is hindered in the fulfilment of its obligation(s) due to a circumstance that cannot be attributed to its fault, and which, pursuant to the law, a juristic act or generally accepted practice, is not for its responsibility or account.
- 11.3 Force majeure on the part of 1do includes, in addition to what is included in the law and jurisprudence, illness of employees and/or absence of Personnel or third parties crucial for the supply of the Service, electricity failures, strikes, riots, government measures, fire, natural disasters, floods, war, general transport problems, failures of 1do's suppliers, failures of third parties engaged by 1do, internet connection failures, hardware failures, failures in (telecommunication) networks and other unforeseen circumstances.
- 11.4 The Party that has invoked force majeure will endeavour to ensure that the force majeure situation is of as short a duration as possible.
- 11.5 If a force majeure situation continues for at least thirty (30) days, or as soon as it has been ascertained that this situation will last for more than three (3) months, both Parties will be entitled to dissolve the Agreement in Writing, without being obliged to pay compensation for any damage resulting from this dissolution, unless the nature or scope of the shortcoming does not justify the dissolution.

Article 12 Retention of title

- 12.1 1do remains the owner of goods, property rights and juristic objects equivalent to these, such as the supplied Equipment, materials, software, websites, designs, documentation, analyses, protocols, advice, reports, quotations, data files and configuration files, and the rights vested in these, as long as the Client:
 - a. fails to fulfil with its obligations under the Agreement;
 - b. fails to pay for work performed or to be performed under the Agreement; or
 - c. has not paid claims arising from non-compliance with the Agreement, such as damages, interest and costs.
- 12.2 As long as the delivered goods and the rights vested in them are subject to retention of title, as referred to in the previous paragraph, the Client is not allowed to encumber them outside its normal business operations.
- 12.3 After 1do has invoked its retention of title, it may retrieve the delivered goods that are subject to this retention of title. The Client allows 1do to enter the place(s) where these goods are located.

Article 13 Confidentiality

- 13.1 Each Party will treat as confidential all information (in whatever form) that it receives from the other Party before, during or after the execution of the Agreement, if this information contains trade secrets within the meaning of the Trade Secrets Act (*Wbb*), is marked as confidential or if the receiving Party knows or should reasonably know that the information was intended to be confidential. Parties will also impose this obligation on their employees.
- 13.2 1do will not take note of data that Client stores and/or distributes via its own systems and/or via 1do's systems, unless:
 - a. this is necessary for the proper execution of the Agreement;
 - b. 1do is obliged to do so on the basis of a statutory provision; or
 - c. 1do is obliged to do so on the basis of a court order.

- 13.3 In the event that the Client acts in violation of the provisions in the first paragraph, the Client will owe 1do an immediately payable penalty of € 10,000 for each breach, to be increased by € 500 for each day or each part of a day that the breach continues, without prejudicing 1do's right to additional compensation of damages.

Article 14 Amendments and additional work

- 14.1 If 1do, at the request or with prior consent of the Client, has performed work activities or other services that are outside the content or scope of the Order and/or Agreement, then this work will be compensated by the Client at the agreed (hourly) rates and, in the absence thereof, at the usual (hourly) rates.
- 14.2 If the Client makes a request to 1do to perform additional work activities, as referred to in the previous paragraph, 1do is not obliged to comply with that request. 1do can require the Client to conclude a separate agreement for these (additional) activities.
- 14.3 Should the Client desire additional work activities, this forms no basis for dissolution or annulment of the Agreement by Client.
- 14.4 If 1do performs work activities that are outside the content or scope of the Order and a fixed price was agreed for this Order, then 1do will inform the Client in Writing about the financial consequences of the additional work upon request.

Article 15 Applicable law and competent court

- 15.1 The Agreement, these General Terms and Conditions and any ensuing disputes are governed by Dutch law.
- 15.2 Insofar as the rules of mandatory law do not prescribe otherwise, all disputes relating to the Agreement and these General Terms and Conditions will be submitted to the competent court of the District Court of Rotterdam, Dordrecht location.

Article 16 Other provisions

- 16.1 1do is at all times entitled to amend and/or supplement these General Terms and Conditions. The most recent General Terms and Conditions can be found on the Website or are brought to the attention of the Client while using the Service. If the Client continues to use the Service after the General Terms and Conditions have been amended and/or supplemented, the Client irrevocably accepts the amended and/or supplemented General Terms and Conditions.
- 16.2 1do explicitly rejects the applicability of any general conditions of the Client.
- 16.3 If any provision of these General Terms and Conditions or the Agreement is deemed void, invalid or otherwise not applicable, the invalidity of this provision will not affect the validity of any other provision of these General Terms and Conditions or the Agreement. The parties will consult with each other to arrive at a new provision that resembles the old provision as closely as possible with regard to content and scope without itself being void, invalid or otherwise not applicable.
- 16.4 The version of communication and monitoring that has been received or saved by 1do with regard to Service(s) will be considered as authentic and binding proof, subject to evidence to the contrary provided by the Client.

Module 2. Hosting

The provisions included in this Module 2 'Hosting' will apply, in addition to the provisions included in Module 1 'General' of these General Terms and Conditions (and any other applicable Modules), if 1do provides Hosting Services to Client.

Article 17 Implementation of Hosting Service(s)

- 17.1 1do will make every effort to provide the Client with the Hosting Service(s) agreed upon with the Client in the Order.
- 17.2 1do can install filters or make them available to the Client to combat spam, denial of service attacks and other forms of nuisance. 1do will do its utmost to ensure that these filters work correctly as far as this lies within its power. 1do cannot guarantee that the filters always let through or block the correct information.
- 17.3 The Agreement entered into with the Client does not cover the making of back-ups by 1do or the provision of fall-back and/or recovery services in any other way, unless explicitly agreed otherwise.

Article 18 Use of the Hosting Service

- 18.1 Client will refrain from storing and/or distributing material in violation of Dutch law or provisions in Dutch law, including but not limited to material that:
 - a. is defamatory, libellous, offensive, racist, discriminatory and/or hateful;
 - b. is erotic or pornographic, unless this is explicitly permitted under the Agreement;
 - c. infringes on the rights of third parties, including but not limited to Intellectual Property Rights;
 - d. constitutes an infringement of the privacy of third parties, including but not limited to the distribution of personal data of third parties without a valid statutory basis;
 - e. contains hyperlinks, torrent or similar information which the Client knows or should reasonably know refers to material that infringes the rights of third parties;
 - f. contains unsolicited commercial, charitable and/or idealistic communications; or
 - g. contains malware or other malicious content, such as viruses or spyware.
- 18.2 Client will not hinder internet users or damage the servers of 1do. The Client is not allowed to start processes, programmes or applications, whether or not via (1do's) server(s), of which the Client knows or should reasonably suspect that this hinders 1do and/or internet users and/or causes damage.
- 18.3 Client will ensure that the software it uses is up-to-date at all times.
- 18.4 If 1do is of the opinion that the Client acts or has acted contrary to this Article, then 1do is entitled to take all measures that it reasonably considers necessary to limit the consequences, including but not limited to wholly or partially close down the Service, whether temporarily or permanently.

Article 19 Disk space and data limit

- 19.1 1do may set a limit to the disk space and/or data to be used by Client in relation to the Hosting Service, within a certain time period or otherwise.
- 19.2 If the Client exceeds the disk space and/or data limit agreed in the Agreement, 1do will charge the Client extra in accordance with the usual rates, unless other consequences of exceeding the limit(s) have been explicitly agreed in the Agreement.

Article 20 Notice and takedown

- 20.1 Client will at all times conduct itself with care and will ensure that it does not act unlawfully vis-à-vis third parties. In particular, the Client will respect the intellectual property rights, privacy rights and other rights of third parties, will not distribute or cause to be distributed data in violation of the law, will not provide or allow unauthorised access to data, will not distribute or cause to be distributed viruses or other malware and will refrain from committing criminal acts.

- 20.2 If a third party informs 1do that a website, application, system or other part of the Service that is made available to the Client by 1do via the Hosting Service, infringes the rights of that third party and/or is unlawful, punishable or otherwise in violation of the previous paragraph, according to that third party, 1do is entitled, among other things to prevent or limit its liability towards that third party, to shut down the part of the service concerned with immediate effect, or to remove the information concerned.
- 20.3 Before 1do proceeds to close the part of the service provision concerned as referred to in the previous paragraph, 1do can request that the Client remove the information in violation of paragraph 1 of this article. The Client is obliged to comply with this request immediately.
- 20.4 If the Client acts in violation of paragraph 1 of this article, 1do will be entitled to provide the personal data or other contact details of the Client that is available to 1do, to the third party and/or the competent authorities.
- 20.5 If Client commits, or causes to be committed, criminal offences through the Hosting Service, 1do is entitled to file a report of this and to provide all available information to the police as part of the investigation.
- 20.6 Without prejudice to the stipulations in Article 10 (Liability), 1do is not liable for damage of any nature whatsoever as a result of closing down the Service and/or removing information, as referred to in paragraph 2 of this Article.

Article 21 Licence

- 21.1 Client provides 1do with an unrestricted licence to distribute, store, pass on, copy or publish all materials distributed by Client via 1do's Services and/or systems in whatever way deemed suitable by 1do, to the extent that this is reasonably necessary for 1do to fulfil the Agreement.

Article 22 Procedure after termination

- 22.1 1do will ensure that at the termination of the Agreement, the Client is offered a reasonable opportunity to transfer the Client's data stored in 1do's systems to the Client's systems or those of a third party within a reasonable period of time. 1do will ensure that the data are delivered in a common format.
- 22.2 If Client does not wish to make use of the transfer referred to in the previous paragraph of this article, or if 1do should reasonably understand this, then 1do is entitled to destroy the data.

Module 3. Telecom

The provisions contained in this module 3 'Telephony' apply, in addition to the provisions contained in Module 1 'General' of these General Terms and Conditions (and any other applicable Modules), if 1do provides Telecom Services to the Client.

Article 23 Implementation of telecommunications service(s)

- 23.1 1do will make every effort to provide the Client with the Telecom service(s) agreed upon with the Client in the Order.
- 23.2 Client will use the Telecom service(s) in a proper and careful manner.
- 23.3 The Agreement concluded with the Client does not include the provision of fall-back and/or recovery services, unless explicitly agreed otherwise.

Article 24 Consumption and costs

- 24.1 1do can set a limit to the number of call time minutes the Client can use in relation to the Telecom Service, whether or not within a certain time period.
- 24.2 If the Client exceeds the call time minutes agreed in the Agreement, 1do will charge the Client extra in accordance with the usual rates, unless other consequences of exceeding the limit have been explicitly agreed in the Agreement.

Article 25 Number management

- 25.1 For the purpose of the Telecom Service, the Client can choose a new telephone number from those offered by 1do, or the Client can take a telephone number from an agreement with a third party by making use of number portability.
- 25.2 If the Client opts for number portability, the Client is obliged to follow the instructions of 1do in this respect.
- 25.3 1do is entitled to charge the Client for the costs of number porting.
- 25.4 1do is not liable for the cancellation of agreements or any consequences thereof with a third party relating to the telephone number taken by the Client.

Module 4. Equipment

The provisions contained in this Module 4 'Equipment' apply, in addition to the provisions contained in Module 1 'General' of these General Terms and Conditions (and any other applicable Modules), if 1do makes Equipment available to the Client in any way whatsoever.

Article 26 Provision of Equipment

- 26.1 1do provide the Client with Equipment for use of the Service(s), if desired by the Client and at 1do's usual rates.
- 26.2 The Client is responsible for the installation, assembly, preparation for use, use and setting up of the Equipment, unless expressly agreed otherwise.
- 26.3 The Client will ensure an environment that is suitable for the use of the Equipment.
- 26.4 The Client is not permitted to lease, sublet, give on loan or otherwise make the Equipment available to third parties, unless 1do has explicitly consented to this Writing.

Article 27 Purchase and sale

- 27.1 If the purchase of Equipment has been agreed on in the Agreement, then 1do sells the Equipment to the Client in accordance with the Agreement. The Client purchases the Equipment from 1do as agreed on in the Agreement.
- 27.2 The Equipment is transferred to the Client by 1do at the moment the Equipment has been delivered to the Client.
- 27.3 Insofar as is reasonably possible, the Client is obliged to inspect the Equipment for defects at the time of delivery. In the event that this inspection is not reasonably possible at the time of delivery, the Client will carry out this inspection as soon as possible.
- 27.4 Subject to Article 12 (Retention of title), the title to the Equipment transfers from 1do or its supplier to the Client after delivery of the Equipment.
- 27.5 Irrespective of whether the ownership of the Equipment passes from 1do or its supplier to the Client, the risk in the Equipment passes to the Client after delivery of the Equipment.

Article 28 Guarantees on purchase and sale of Equipment

- 28.1 1do guarantees the Equipment sold and its proper functioning for one (1) year after delivery in accordance with the specifications stated in the Agreement.
- 28.2 In the event that 1do's manufacturers have a longer warranty period with regard to the Equipment than the period referred to in the previous paragraph, the Client may appeal to the manufacturer concerned.
- 28.3 The warranty period of 1do mentioned in this Article expires in the event of changes to the Equipment or use contrary to the Agreement or other careless use of the Equipment.
- 28.4 If the Client makes use of 1do's warranty scheme, then the Client must return the Equipment and accessories to 1do in a complete and careful manner, after having reported this to 1do. Any costs connected to the return of the Equipment and accessories are at the expense of the Client, unless explicitly agreed otherwise.
- 28.5 If Client makes use of 1do's warranty scheme within the set period of time, 1do will make an effort to replace or repair the returned Equipment within thirty (30) days after receipt.
- 28.6 1do will charge the costs of work or repair of the Equipment that fall outside the warranty or after the warranty has expired, in accordance with its usual rates or the usual rates of its suppliers.

Article 29 Rental and lease

- 29.1 If the rental of Equipment has been agreed in the Agreement, then 1do leases the Equipment to the Client in accordance with the Agreement. The Client rents the Equipment from 1do as agreed in the Agreement.
- 29.2 The rental period commences at the moment that the Equipment is made available to the Client.

- 29.3 Unless explicitly agreed otherwise, the rental does not include the provision of consumer and consumables items, such as batteries, cartridges, cables and other accessories.

Article 30 Inspection at the start of the rental period

- 30.1 If the Equipment is rented or leased, 1do can carry out an inspection of the Equipment before or during the time that the Equipment is made available, and draws up a report of the condition of the Equipment and any defects.
- 30.2 If 1do does not carry out an inspection as referred to in the previous paragraph, the Client is deemed to have received the Equipment in good order, undamaged and without defects.

Article 31 Use of rental Equipment

- 31.1 In the event of renting or leasing the Equipment, the Client is obliged to use diligence and due care in handling the Equipment. The Client will ensure that the condition of the Equipment does not deteriorate during the period of rent or lease, unless this is a logical consequence of normal use of the Equipment.
- 31.2 The Client will only use the Equipment in accordance with the purpose envisaged in the Agreement and at the locations within his own company referred to in the Agreement.
- 31.3 The Client is not permitted to use the Equipment or parts thereof as a collateral or security object.

Article 32 Maintenance of rental Equipment

- 32.1 The Client is not allowed to maintain the rented Equipment himself or have it maintained by a third party.
- 32.2 1do is entitled to perform preventive and/or corrective maintenance to the Equipment. The Client will provide 1do with the opportunity to perform maintenance. The dates and times when the maintenance will take place will be discussed in consultation prior to the maintenance, as far as possible,
- 32.3 The Client is not entitled to replacement Equipment during the maintenance, unless expressly agreed otherwise.
- 32.4 Client will immediately report to 1do in Writing any defects in the rented Equipment that arise during the rental period. 1do will make every effort to repair the defects in the Equipment by means of corrective maintenance within a reasonable period after the report. If, in 1do's opinion, the defects are the result of actions contrary to these General Conditions or the Agreement, then 1do will charge the Client the costs in accordance with its usual rates or the usual rates of its suppliers.
- 32.5 1do is entitled to choose not to carry out the repair of defects in the Equipment, but to replace the Equipment with similar Equipment.

Article 33 Procedure at the end of the rental period

- 33.1 The Client will return the Equipment to 1do in its original state at the end of the rental period. Any costs incurred for this will be at the Client's expense.
- 33.2 The Client will cooperate in a joint final inspection of the condition of the Equipment before or no later than the last working day of the rental period. If the Client does not cooperate, 1do may carry out the final inspection independently.
- 33.3 1do will be entitled to repair or have repaired at the Client's expense any defects discovered during the final inspection and which are reasonably for the Client's risk and expense.

Module 5. Personnel

The provisions contained in this Module 5 Personnel apply, in addition to the provisions contained in Module 1 'General' of these General Terms and Conditions (and any other applicable Modules), if 1do Personnel must carry out work on the Client's site.

Article 34 Personnel

- 34.1 1do will make Personnel available to the Client to perform work on location in the manner agreed in the Agreement, if this has been agreed on in the Agreement.
- 34.2 1do will make every effort to ensure that Personnel who are to perform work for the Client have the right competencies to carry out this work carefully.
- 34.3 Unless expressly agreed otherwise, the Client is not entitled to choose the particular Personnel to be provided.
- 34.4 1do is at all times and at any stage entitled to replace the Personnel promised by other Personnel with similar competences.
- 34.5 If Client wishes to have a permanent team of Personnel, 1do will make an effort to realise this. However, 1do does not offer any guarantees for this.

Article 35 Access and cooperation

- 35.1 Client will provide 1do's Personnel with access to the location(s) where the Personnel must carry out the work and to the locations to which the Personnel must reasonably have access in order to perform the work carefully.
- 35.2 The Client will provide the Personnel with a working environment in which the Personnel are safe and can carry out their work carefully.
- 35.3 Client will provide 1do's Personnel with all necessary support for the execution of the work activities.

Article 36 Acquisition of Personnel

- 36.1 During the term of the Agreement and for two (2) years thereafter, the Client is not permitted to employ 1do Personnel or otherwise have them work for Client, directly or indirectly, unless 1do has given its explicit consent in Writing.
- 36.2 In the event that the Client acts contrary to the stipulations of the previous paragraph, the Client will owe 1do an immediately payable penalty of € 10,000 for each breach, to be increased by € 500 for every day or every part of the day that the breach continues, without prejudice to 1do's right to additional compensation.

Module 6. Licences

The stipulations included in this Module 6 'Licences' apply, in addition to the stipulations included in Module 1 'General' of these General Terms and Conditions (and any other applicable Modules), if 1do makes software available to the Client within the context of the Service based on a licence.

Article 37 Licence and restrictions

- 37.1 1do will make the software available to the Client within a reasonable period after entering into the Agreement for the duration of the Agreement on the basis of a licence in accordance with the Agreement.
- 37.2 The license granted by 1do to Client is non-exclusive, non-transferable, non-pledgeable and non-sublicensable.
- 37.3 1do's obligation to make the software available and the licence issued to the Client relate only to the object code of the software and explicitly not to the source code of the software.
- 37.4 The source code of the software and the associated technical documentation will not be made available to the Client.
- 37.5 Client will always comply with the agreed restrictions on the license, including those in the Agreement and in these General Terms and Conditions.

Article 38 Guarantees

- 38.1 1do does not guarantee that the software is suitable for the actual and/or intended use by the Client.
- 38.2 Client accepts that the software only contains the functionality and properties as found by Client in the software at the time of delivery ("as is"), therefore with all visible and invisible faults and defects.

Article 39 Delivery and installation

- 39.1 At its discretion, 1do will make the software available to the Client on a data carrier or online.
- 39.2 If it is explicitly agreed that user documentation is also made available to the Client, 1do will provide this in paper or digital form, at its discretion, in a language to be determined by 1do.
- 39.3 Unless expressly agreed otherwise, the Client is responsible for installing, setting up and configuring the software.

Article 40 Third-party software

- 40.1 If and insofar as 1do makes software by a third party available to the Client, the licence conditions of this third party between 1do and the Client will apply to the software of this third party and replace any conflicting conditions in these General Terms and Conditions.
- 40.2 If software of a third party is concerned, as referred to in the previous paragraph, then 1do will inform the Client of this and will provide the Client with these licence conditions before or upon conclusion of the Agreement.
- 40.3 If the licensing conditions of third parties - for whatever reason - do not apply or appear not to apply, then the licensing conditions of these General Terms and Conditions are applicable.

Article 41 Termination of Agreement

- 41.1 The Client will immediately return to 1do all copies of the software and licences of the software upon termination of the Agreement, unless explicitly agreed otherwise. Any related costs incurred by the Client will be at the Client's expense.

Module 7. Data Processing Agreement

If 1do processes Personal Data during the performance of the Service, then, in addition to the provisions included in Module 1 'General' of these General Terms and Conditions (and any other applicable Modules), the following conditions from the Processing Agreement apply.

Article 42 Definitions

- 42.1 Capitalized terms used in this Processing Agreement, both singular and plural, will have the meaning defined in Article 1 of these General Terms and Conditions or the meaning ascribed to them by the GDPR.

Article 43 Purposes of Processing

- 43.1 1do undertakes to process Personal Data under the authority of the Client pursuant to the terms of this Processing Agreement.
- 43.2 Processing by 1do will take place exclusively within the framework of 1do's service provision as referred to in the Agreement, plus those purposes that are reasonably related to it or that are determined by a later agreement, all this subject to deviating statutory obligations.
- 43.3 Client will inform 1do of the processing purposes. 1do will not process the personal data for any other purpose than that determined by the Client.
- 43.4 This Processing Agreement will also apply if the Client issues a new order to 1do and 1do processes the Client's Personal Data or that of involved parties, within the context of this order.

Article 44 Obligations 1do

- 44.1 With regard to the Processing of Personal Data, as referred to in this Processing Agreement, 1do will ensure compliance with the applicable laws and regulations, including the GDPR.
- 44.2 1do will inform Client of the measures it has taken regarding its obligations under this Processing Agreement, upon its first request.
- 44.3 1do's obligations that arise from this Processing Agreement also apply to those who process Personal Data under 1do's authority, including but not limited to Personnel.
- 44.4 As far as this lies within its power, 1do will render assistance to the Client for the execution of data protection impact assessments (DPIAs). 1do can charge the Client its usual rates for this.
- 44.5 1do will keep a register of all categories of processing activities that it performs for the Client under this Processing Agreement. 1do will allow the Client to inspect this upon request.

Article 45 Transfer of Personal Data

- 45.1 1do may process the personal data in countries within the European Union. The Client also grants 1do permission for the processing of personal data in countries outside the European Union, provided that the European Commission has determined that this country guarantees an adequate level of protection or that the processor has an EC Model Contract with the relevant third party outside the European Union. Closed.
- 45.2 1do will not process the personal data in countries outside the European Union that have not been determined by the European Commission to guarantee an adequate level of protection or that an EC Model Contract has been concluded with, without the prior written consent of the Customer. The Customer may attach further conditions to this permission.

Article 46 Allocation of responsibility

- 46.1 1do is solely responsible for the Processing of the Personal Data under this Processing Agreement, in accordance with Client's instructions and under the explicit final responsibility of Client. 1do is explicitly not responsible for the other Processing of Personal Data, including in any case, but not limited to, the collection of the Personal Data by Client, Processing for purposes that Client has not specified to 1do, Processing by third parties and/or for other purposes.

46.2 Client guarantees that the content, use and the Order of the Personal Data Processing as referred to in this Processing Agreement are not unlawful and do not infringe any rights of third parties, and expressly that they comply with the applicable laws and regulations, including in any case the laws and regulations in the field of personal data, such as the GDPR. Client will also take care of compliance with these laws and regulations in line with this Processing Agreement. The Client indemnifies 1do for all claims, fines and other claims of third parties, including but not limited to fines imposed by the Dutch Data Protection Authority, and the ensuing damage in relation to a violation of this guarantee.

Article 47 Use of third parties or subcontractors

- 47.1 1do is entitled to make use of third parties in the context of Processing pursuant to this Processing Agreement, on the condition that they are reported to Client in advance. The Client may object if the use of a specific third party is unacceptable to it.
- 47.2 1do will in any case ensure that these third parties undertake in writing at least the same obligations that rest on 1do on the grounds of this Processing Agreement.
- 47.3 Client hereby grants 1do permission to engage subcontractors.

Article 48 Security

- 48.1 1do will make every effort to take sufficient technical and organizational measures with regard to the processing of personal data to be carried out, against loss or against any form of unlawful processing (such as unauthorized access, damage, alteration or provision of the personal data).
- 48.2 1do will make every effort to ensure that the security meets a level that is not unreasonable in view of the state of the art, the sensitivity of the personal data and the costs associated with the security.
- 48.3 The Client will only make personal data available to 1do for processing if it has ensured that the required security measures have been taken. The Customer is responsible for compliance with the measures agreed by the parties.

Article 49 Obligation to report

- 49.1 Client is at all times responsible for reporting a security breach and/or data breach (which is understood to mean a breach of security of Personal Data that leads to adverse effects of a risk of adverse effects on the protection of Personal Data) to the supervisory authority and/or those involved.
- 49.2 To enable Client to comply with this legal obligation, 1do will inform Client of the security breach and/or the data breach within 48 hours after the leak has become discovered.
- 49.3 1do does not have to inform the Client about a data Breach within the period mentioned in the previous paragraph if it is clear that the data breach does not constitute a risk for the rights and freedoms of natural persons. 1do will, however, inform Client of the data breach which does not pose a risk to the rights and freedoms of natural persons, in order to enable Client to document all data breaches in accordance with Article 33.5 of the GDPR.
- 49.4 The obligation to report, in any case, includes the reporting of the fact that a breach has occurred. In addition, the obligation to report includes:
 - a. the nature of the Personal Data breach, specifying, where possible, the categories of data subjects and personal data registers concerned and, approximately, the number of data subjects and personal data registers concerned;
 - b. the name and contact details of the data protection officer (DPO) or other contact point where more information can be obtained;
 - c. the likely consequences of the breach in relation to Personal Data;
 - d. the measures that 1do has proposed or taken to address the Personal Data breach, including, where appropriate, the measures to mitigate any adverse consequences thereof.

- 49.5 In accordance with article 33.5, GDPR, 1do will document all data breaches, including the facts about the breach in relation to the Personal Data, the consequences thereof and the corrective measures taken. 1do will grant the Client access to this upon request.
- 49.6 The Client determines and is responsible for the choice of whether a data breach discovered at 1do is reported to the supervisory authority and/or to those involved.

Article 50 Retention periods

- 50.1 The Client is responsible for determining the retention periods with regard to the Personal Data and will inform 1do, if necessary.
- 50.2 1do will erase the Personal Data within thirty (30) days after the end of the Processor Agreement or, at Client's discretion, transfer it to the Client, unless the Personal Data must be kept for a longer period, such as in the context of 1do's statutory obligations, or if Client requests the retention of Personal Data for a longer period and 1do and Client agree on the costs and other conditions of that extended retention, the latter without prejudice to Client's responsibility to observe the statutory retention periods. Any transfer of Personal Data to the Client will take place at the expense of the Client at the current and reasonable prices.
- 50.3 To the extent necessary, 1do will notify all sub-processors involved in the Processing of Personal Data of a termination of the Processing Agreement, and will instruct them to act as provided in the preceding paragraph.
- 50.4 The Client himself will provide for a back-up of the Personal Data, unless the parties have explicitly made arrangements to the contrary.

Article 51 Handling of requests by data subjects

- 51.1 In the event that a data subject addresses a request to exercise his/her legal rights to 1do, 1do will forward the request to Client, and Client will further process the request. 1do may inform the data subject as such.

Article 52 Secrecy and confidentiality

- 52.1 1do has a duty of confidentiality towards third parties for all personal data that it receives from the Client and/or collects itself within the scope of this Processing Agreement. 1do will not use this information for any other purpose than for which it was obtained, not even if it is put in such a form that it cannot be traced back to the data subjects.
- 52.2 This duty of confidentiality does not apply insofar as the Client has explicitly given permission to provide the information to third parties, if providing the information to third parties is logically necessary in view of the nature of the Order given and the performance of this Processing Agreement, or if there is a statutory obligation to provide the information to a third party.

Article 53 Audit

- 53.1 The Client has the right to have audits performed by an independent third party who is bound by confidentiality to verify compliance with all points of the Processing Agreement, and anything directly related to it.
- 53.2 This audit may take place in the event there is a concrete suspicion that Personal Data has been misused.
- 53.3 1do will cooperate with the audit and promptly make available Personnel and all information reasonably relevant to the audit, including supporting data such as system logs.
- 53.4 The Client's audit will always be limited to the 1do systems used for the processing operations. The Client will keep the information found in the audit confidential and will only use it to verify 1do's compliance with the obligations of this Processing Agreement and will delete the information or parts of it as soon as possible. The Client warrants that any third parties it engages will also assume these obligations.

- 53.5 The findings of the audit will be assessed by the Parties in mutual consultation and, as a result, may or may not be implemented by one or both Parties jointly.
- 53.6 The costs of the audit are at the Client's expense, unless the findings of the audit show that 1do has not complied with the provisions of the Processing Agreement and this non-compliance is not trivial. In that case, the costs will be borne by 1do.

Article 54 Liability

- 54.1 Client is, among other things, responsible and in that respect fully liable for (the stated purpose of) the Processing, the use and content of the personal data, the disclosure to 1do and third parties, the duration of the storage of the personal data, the manner of processing and the means used for that purpose.
- 54.2 For the liability of the Parties under the Processing Agreement, see Article 10 (Liability).

Article 55 Duration and termination

- 55.1 This Processing Agreement has been entered into for the term specified in the Agreement between the Parties and, in the absence thereof, in any event for the duration of the collaboration.
- 55.2 As soon as the Processing Agreement is terminated, for whatever reason and in whatever way, 1do will, at the Client's discretion, return to the Client all Personal Data present in its possession in original or copy form, and/or remove and/or destroy this original Personal Data and any copies thereof.
- 55.3 The Parties will amend the provisions of this Processing Agreement to reflect amended or supplemented regulations, additional instructions from the relevant authorities, and evolving understanding of the application of the GDPR (e.g., through, but not limited to, jurisprudence or reports), the introduction of standard provisions, and/or other events or insights that necessitate such amendment.
- 55.4 If Parties have already included provisions regarding the Processing of Personal Data and ancillary provisions in any other agreement entered into between them, including the Order, the provisions of this Processing Agreement will apply in the event of any conflict between the provisions of that agreement and this Processing Agreement, unless explicitly agreed otherwise.