

# GENERAL TERMS & CONDITIONS

*Igniting Ideas, Crafting Campaigns,  
Sparking success!*

## Terms and Conditions

We craft a distinct identity for your target audience. That is what branding can do to your business. Do you have a narrative to tell have you planned how you want to tell.

## General Provisions

These general terms and conditions of MindzMap apply to all services that MindzMap provides to the client under an Agreement.

All intellectual property rights and related rights, such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and neighbouring rights, as well as rights to know-how and line services.

MindzMap has its registered office in Chennai.

## Client

The other party of MindzMap completes an Agreement to accept Services from MindzMap.

## Agreement

The Agreement concluded between the Parties, to which these General Terms and Conditions apply. The parties are MindzMap and the client.

## Product

All results of the Services are created by MindzMap following the Agreement and that are stated to arise directly from the Agreement.

## Definitions

These General Terms and Conditions apply to all offers, quotations and agreements in the broadest sense of the word, whereby MindzMap supplies Services and/or Products to Clients, even if these Services and/or Products are not (further) described in the General Terms and Conditions. This applicability also applies to all legal relationships between the Parties arising from this, unless otherwise agreed in writing. The physical commencement of a Service means that these General Terms and Conditions have been accepted by the Client.

These General Terms and Conditions also apply to Services and/or Products that MindzMap has purchased in whole or in part from third parties and supplies to the Client, all of which have not been processed, as well as to Services and/or Products that are provided in the offer or Agreement, are delivered to the Client by a third party on behalf of MindzMap.

✓ All offers from MindzMap are without obligation, unless the offer explicitly states otherwise in writing.

✓ An offer made by MindzMap has a validity of 1 (one) month, unless otherwise stated in writing.

✓ The applicability of any conditions by the Client is particularly rejected by MindzMap.

If any provision of these General Terms and Conditions proves to be void or is annulled, the other provisions of these General Terms and Conditions will remain fully in force and MindzMap and the Client will enter into consultation. In order to agree on new provisions to replace the void or annulled provisions, the purpose and scope of the void or annulled provision is taken into account as much as possible.

MindzMap has the right to unilaterally change these General Terms and Conditions. Changes also apply to Agreements already concluded. Changes will be announced by e-mail, with MindzMap using the last e-mail address

provided by the Client to MindzMap. The amended version of these General Terms and Conditions will also be placed on the website as soon as possible after the amendment. Changes will take effect 30 (thirty) days after announcement unless a later date is stated in the announcement.

When the General Terms and Conditions indicate that an action must be done in writing, this also means by e-mail.

## Conclusion of an Agreement

An Agreement between MindzMap and the Client will only be concluded after MindzMap has accepted an order in writing or the Client has returned a signed order confirmation drawn up by MindzMap. An invoice sent by MindzMap for the Services and/or Products stated in the order is equivalent to acceptance. The order confirmation is deemed to accurately and completely reflect the Agreement. The date of confirmation is therefore decisive.

If MindzMap sends a quotation to the Client and the Client fails to sign it and/or return it to MindzMap, while that service has already commenced and/or the Client has paid MindzMap in respect of the Services as mentioned in the relevant quotation, it is deemed that an Agreement has been concluded between the Parties, in accordance with the sent but not returned/signed new quote. If part of an assignment is refused on the basis of the foregoing, MindzMap will compensate the Client for the value of that part of the Agreement.

✓ The Agreements for which, due to their nature and scope, no quotation or order confirmation is sent, the invoice is deemed to accurately and completely reflect the Agreement, unless a complaint is filed by the Client with sufficient supporting evidence and within 5 (five) working days.

✓ Additions to and amendments to the Agreement are only valid after written agreement is done between the Parties.

## Execution of the Agreement and Additional Work

### Execution of the Agreement and Additional Work

MindzMap will execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship and on the basis of the state of science and technology known at that time. The Agreement to be concluded between MindzMap and the Client has the character of a best efforts obligation and therefore gives no guarantee as to the results of the Agreement, unless MindzMap has explicitly promised a result in the written Agreement and the relevant result is also specifically described in the Agreement. Any agreements regarding a service level (Service Level Agreement) are always agreed in writing.

If it has been agreed that the Agreement will be executed in phases, MindzMap is entitled to postpone the start of the Services that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.

MindzMap is entitled to have the Agreement executed in whole or in part by third parties or to engage third parties in the execution of the Agreement.

The risk of loss, theft, embezzlement or damage to Services, items, Products, information/data, documents or programs that are created or used in the context of the execution of the Agreement is transferred to the Client at the moment that it is in the actual control of the Client or an assistant of the Client been brought.

If, on the basis of an amendment to the Agreement as a result of additional requests or wishes from the Client, additional work must be carried out by MindzMap (additional work), this work will be calculated subsequently based on the prevailing rates at that time. The Client will be charged, unless explicitly agreed otherwise in writing.

MindzMap is entitled to carry out this additional work without (prior) written permission from the Client, if the costs entailed by this additional work do not exceed ten per cent (10%) of the originally agreed total fee.

If MindzMap must purchase certain products or services for the execution of the Agreement with the Client, such as

licenses, subscriptions, applications, fonts, image rights, etc., the costs of these products or services should be reimbursed by the Client.

If the Client himself, or a third party on behalf of the Client, sends electronic materials, instructions, photos or other information to MindzMap, the Client is liable for the correctness of the content thereof, as well as for any defects in the electronic delivery thereof.

The Client accepts that additional work may influence the agreed or expected time of completion of the services, and the mutual responsibilities of the Client and MindzMap. The fact that (the demand for) additional work arises during the execution of the Agreement is never a ground for the Client to dissolve or terminate the Agreement.

To the extent that a fixed price has been agreed for the service, MindzMap will inform the client as much as possible about the financial consequences for any additional work or performance.

If the Client does not have MindzMap take care of the hosting of a website or application, the work or performance that MindzMap must perform as a result will be reimbursed according to MindzMap's usual rates.

## Duration of Agreement and termination

An Agreement has a duration as agreed (in writing) between the Parties and ends by operation of law on the date agreed between the Parties or at the time that the provision of the Services is completed and whether the agreed product has been delivered.

If no duration has been agreed and the Parties have concluded an Agreement that relates to the periodic or otherwise regular provision of Services (duration agreement), the Agreement will be entered into for a period of 1 (one) year and will be valid for the same period each time extended, unless the Agreement is terminated at least one month before the expiry of the contract term or is cancelled in writing by one of the Parties.

The right to terminate the agreement prematurely by the Client is excluded, without prejudice to the other provisions of these General Terms and Conditions.

Each of the parties is only entitled to terminate the agreement if the other party, after a proper written notice of default that is as detailed as possible, setting a reasonable period for rectification of the shortcoming, imputably fails to fulfil the essential obligations under the agreement.

MindzMap may terminate the agreement in whole or in part without notice of default and without judicial intervention by written notice with immediate effect if urgent reasons arise, which in any case includes the cases in which:

- ✓ Other parties are granted a suspension of payments, whether provisional or not
- ✓ Bankruptcy is applied for or declared with regard to one of the parties
- ✓ The Client acts contrary to public order or good morals or with any offence the obligation arising from the Agreement with MindzMap
- ✓ Client infringes the rights of third parties
- ✓ Client acts contrary to reasonable guidelines or instructions from MindzMap
- ✓ There are repeated payment problems on the part of the Client
- ✓ The Client distributes information via the website or application that is contrary to the (inter)national laws and regulations
- ✓ The Client distributes information via the website or application that is contrary to generally accepted norms and values
- ✓ The Client distributes information via the website or application that is discriminatory regarding appearance, race,

religion, gender, culture, origin or otherwise offensive can be mentioned

✓ MindzMap will never be obliged to make any refund of money already received or to pay compensation due to this termination

In the event of termination of the Agreement, if MindzMap has already delivered and/or performed, the related payment obligation must be done, unless the Client proves that MindzMap is in fault with regard to the essential part of those performances. Amounts that MindzMap has invoiced before the dissolution in connection with what MindzMap has already properly performed or delivered in the execution of the Agreement, remain due without prejudice to the provisions of the previous sentence and will be charged at the time of the dissolution.

## Price And Payment

Unless otherwise stated in the Agreement, all prices quoted by MindzMap are exclusive of sales tax (VAT) and other levies imposed by the government.

If there is a periodic payment obligation on the part of the Client, MindzMap is entitled to adjust the applicable prices and rates by means of a written notice within a period of at least 3 (three) months.

MindzMap is in all cases entitled to adjust the agreed prices and rates by means of a written notification to the Client for performances that, according to the Agreement, will be delivered at a time that is at least 3 (three) months after the date of this notification.

If the Client does not wish to agree to an adjustment of prices and rates announced by MindzMap as referred to in Article 6.2 or 6.3, the Client is entitled to terminate the Agreement within 7 (seven) working days after the notification on the date on which the adjustment would come into effect.

For the delivery of Products and/or Services, MindzMap charges the full amount due in two payment terms, unless the Parties have agreed otherwise in writing. Fifty (50) percent of the total amount due must be paid in advance upon order confirmation. Upon delivery of the Products and/or Services, the Client must pay the remaining fifty (50) per cent. If the Agreement relates to the periodic or otherwise regular provision of services as referred to in Article 6.2, the amounts due will be charged annually in advance, unless otherwise stated in the Agreement.

Payments must be made thirty (30) days after the invoice date, unless otherwise agreed or otherwise stated on the invoice. The Client is not entitled to set off or suspend a payment.

If the Client does not pay the amounts due on time, the Client will owe statutory commercial interest on the outstanding amount without any reminder or notice of default being required due, increased by 2 (two) per cent per year until the moment of payment. If the Client continues to fail to pay the claim after a reminder or notice of default, MindzMap can outsource the claim, in which case the Client, in addition to the total amount then owed, is also obliged to reimburse all judicial and extrajudicial costs, including costs charged by external parties. This is in addition to the costs determined in court. The Client must also reimburse MindzMap costs incurred due to a failed mediation, if the Client is ordered by judgement to pay all or part of the outstanding amount.

✓ If the Client does not pay the amounts due within the agreed period, MindzMap, without prejudice to the other provisions in these General Terms and Conditions, has the right to suspend the fulfilment of all its obligations towards the Client.

✓ All payments by the Client to MindzMap serve primarily to settle any interest and collection costs incurred by MindzMap and subsequently to settle the oldest outstanding invoices of the Client, regardless of any other indication from the Client.

✓ MindzMap is entitled to require sufficient security for the fulfilment of the Client's payment obligation before the execution of the Agreement will commence or continue.

✓ If the security referred to in Article 6.10 is not demonstrated, or is not sufficiently demonstrated, MindzMap has

the right to terminate the Agreement in whole or in part without judicial intervention.

## Confidential Information and Transfer of Rights and Obligations

Each party guarantees that all information of a confidential nature received from the other party before and after entering into the Agreement will remain secret, unless a legal obligation requires disclosure of that information. Information will in any case be considered confidential if it is designated as such by one of the parties.

Parties are not entitled to transfer their rights and obligations arising from the Agreement to third parties without written permission from the other Party.

## Delivery Times And Complaints

The Client is obliged to immediately accept the Products and/or Services delivered by MindzMap at the time they are delivered or offered to him.

All (delivery) periods stated or agreed by MindzMap have been determined to the best of MindzMap's knowledge on the basis of the information known to MindzMap at the time the Agreement was entered into. MindzMap makes every effort to observe agreed (delivery) terms as much as possible. The mere exceeding of a stated or agreed (delivery) period does not place MindzMap in default.

MindzMap is not bound by any deadline (delivery) period that can no longer be met due to circumstances beyond its control that occurred after entering into the Agreement. Nor is MindzMap bound to a delivery deadline or otherwise if the parties have agreed on a change in the content or scope of the Agreement (additional work, changes to specifications, etc.). If there is a risk that any term will be exceeded, MindzMap and the Client will enter into consultation as soon as possible.

✓ MindzMap is entitled to postpone agreed (delivery) periods - in connection with, for example, the planning of other assignments - by a period to be determined at its own discretion, if the Client has to wait too long for decisions, choices or delivery of materials.

✓ Submitting a complaint does not suspend the Client's (payment) obligations.

## Cooperation by The Client

The Client will always provide MindzMap in a timely manner with all useful and necessary data or information (explicitly including electronic databases) for the proper execution of the Agreement and provide full cooperation.

The Client is responsible for the use and application in its organisation of the equipment, software and the services to be provided by MindzMap, as well as for the control and security procedures and adequate system management.

If the Client makes software, websites, materials, databases or data on an information carrier available to MindzMap, these must be supplied digitally as far as possible, whereby MindzMap may impose requirements on specifications that this material must meet or comply. Photoshop documents and other graphic files that must comply with the guidelines drawn up for this purpose can be requested from MindzMap. MindzMap has the right to charge for the processing of material that cannot be supplied digitally or that must otherwise be processed by MindzMap at its usual rates.

If telecommunications facilities, including the internet, are used in the performance of the Agreement, the Client is responsible for the correct choice and timely and adequate availability thereof, except for those facilities that are under the direct use and management of MindzMap. MindzMap is never liable for costs or damage due to transmission errors, disruptions or unavailability of these facilities, unless the Client proves that this damage or costs are the result of intent or gross negligence on the part of MindzMap or its managers.

If telecommunication facilities are used in the performance of the Agreement, MindzMap is entitled to assign access

or identification codes to the Client. The Client treats the access codes confidentially and with care and only makes them known to authorised staff members. The Client is at all times fully responsible and liable for damage or costs resulting from misuse of access or identification codes.

If information necessary for the execution of the Agreement is not available to MindzMap, on time or in accordance with the agreements, or if the Client does not otherwise meet its obligations, MindzMap has, at its own discretion the right to suspend the execution of the Agreement and the right to charge the costs incurred as a result at its usual rates, or to be able to execute the Agreement to the best of its ability with the data available at that time (without the Client being entitled to reduce the agreed compensation) or to (partially) dissolve the Agreement. MindzMap is only entitled to (partially) dissolve if this is done in accordance with Article 5.5.

## Intellectual Property (IP) Rights

Unless otherwise stated in the Agreements, all IP Rights vested in all Services provided and Products developed under the Agreement, as well as in all other materials or information that MindzMap has made available, rest exclusively with MindzMap and/or its licensor(s).

Nothing in these General Terms and Conditions and/or the Agreement implies a transfer of IP Rights. The Client exclusively obtains the non-exclusive and non-transferable right to use the Products for the purposes specified in the Agreement and under the conditions specified in the Agreement, as described in Article 18 of these General Terms and Conditions.

The Client is not permitted to remove or change any indication regarding IP Rights from Products.

MindzMap is permitted to use the Services and/or Products and the materials used for the execution of the Agreement, such as designs, drawings, films, software, (electronic) files, reports, formats and interviews, for its own promotion and/or publicity, unless otherwise stated in the Agreement.

MindzMap reserves the right to apply technical protective measures to the Products. The client is not permitted to circumvent these technical protective measures.

MindzMap indemnifies the Client against legal claims from third parties based on the allegation that (parts of) Products developed by MindzMap itself infringe any IP Right applicable in India, under the condition that the Client immediately informs MindzMap in writing about this. The existence and content of legal proceedings and the handling of the case, including making any settlements, entirely up to MindzMap. The Client will provide the necessary powers of attorney, information and cooperation to MindzMap to defend itself against these legal claims, if necessary on behalf of the Client.

✓ The above mentioned obligation to indemnify shall lapse if the alleged infringement is related to:

✓ Materials made available by the Client to MindzMap;

✓ Changes that the Client has made or allowed to be made to the Products to apply; and/or;

✓ The use of Products in a manner that is contrary to the law, Agreement and/or express and reasonable instructions from MindzMap.

If it has been irrevocably established in law that the Products developed by MindzMap itself infringe any IP Right belonging to a third party or if, in the opinion of MindzMap, there is a reasonable chance that such an infringement will occur, MindzMap will ensure, if possible, that the Client can continue to use the Product (or something functionally equivalent) undisturbed. If, in its sole opinion, MindzMap cannot ensure that the Client can continue to use the delivered Product undisturbed or cannot ensure otherwise than in a (financially) unreasonably onerous manner for it.

Any other or further liability or indemnification obligation of MindzMap due to violation of IP Rights of a third party is completely excluded, which includes violation of the licenses applicable to Open Source software used by

MindzMap.

If MindzMap is obliged to make the Product available to third parties due to the use of Open Source software on the basis of the license conditions underlying that software, MindzMap will make every effort to ensure that the Client can (continue to) use the Product in accordance with the agreed right of use.

The Client guarantees that no rights of third parties oppose the provision to MindzMap of equipment, software, material intended for the website (images, text, music, domain names, logos, etc.), data files, or other materials, including design material, for the purpose of use, editing, installation or incorporation (e.g. into a website). The Client will indemnify MindzMap against any action based on the allegation that such provision, use, processing, installation or incorporation infringes any right of third parties.

## Force Majeure

The parties are not obliged to fulfil any obligation, if they are prevented from doing so as a result of force majeure. Force majeure includes interruptions of the supply of electricity, strikes, riots, government measures, fire, natural disasters, floods, shortcomings of the Parties' suppliers, shortcomings of third parties engaged by the Parties, disruptions in connection with the Internet, hardware failures, disruptions in (telecommunications) networks and other unforeseen circumstances.

Parties may suspend the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than 2 (two) months, either party is entitled to terminate the Agreement, without obligation to compensate the other party for damage.

✓ If MindzMap has already partially fulfilled its obligations under the Agreement at the time of force majeure, it is entitled to charge for the part already fulfilled.

## Non-transfer of personnel

During the term of the Agreement and 1 (one) year after termination thereof, the Client will not, in any way, except after proper business consultation has taken place with MindzMap, employ employees of MindzMap or of companies to which MindzMap has engaged in the implementation of this Agreement and who are (have been) involved in the implementation of the Agreement, them or otherwise have them work for them, directly or indirectly.

If the Client ignores the provision referred to in the previous paragraph, it will forfeit to MindzMap an immediately payable fine of €10,000 (ten thousand), as well as a fine of €1,000 (one thousand) per day, with a maximum of €25,000 (twenty-five thousand) that the violation continues, without prejudice to the right of MindzMap to claim (additional) compensation.

## Governing Law and Disputes

Disputes that arise between MindzMap and the Client in the context of or in connection with the Agreement or these General Terms and Conditions will be submitted exclusively to the competent court in Chennai (Tamil Nadu State).

## Projects And Correction Rounds

The provisions of this article apply when the Parties have agreed that the development of a Product will take place on the basis of pre-written and static specifications, such as a graphic design or functional and technical design. In such a case, MindzMap will make every effort to ensure that the Product meets this predetermined project plan according to the agreed schedule.

However, the Client understands and acknowledges that the success of a project depends on joint effort and MindzMap is therefore not liable for any delay, unless this is clearly due solely to the actions of MindzMap.



## Correction rounds

The parties agree on a number of correction rounds for the development of a Product in the Agreement.

MindzMap will at all times ensure that a correction round is communicated to the Client in a timely and adequate manner. In addition, MindzMap will ensure that all feedback from a correction round is adequately and fully implemented in the Product. If adjustments still need to be made by MindzMap to the Product for the Client after the correction rounds, MindzMap will charge for additional work in the form of a subsequent calculation, in accordance with MindzMap's current hourly rate.

If a Client agrees, MindzMap reasonably assumes that there will be no more changes. If changes are desired by the Client at a later stage, MindzMap will charge for additional work in the form of a subsequent calculation, as this has not been determined by the Parties in the Agreement.

## Use And Maintenance

The provisions stated in this chapter 'use and maintenance of software' apply, in addition to the General Provisions of these General Terms and Conditions, to all Products and other software made available by MindzMap. The rights and obligations referred to in this chapter relate exclusively to software in a form that is readable by a data processing machine and recorded on material that is readable by such a machine, as well as to associated documentation, including everything possibly provided by MindzMap new versions to be provided.

Wherever Products are mentioned in this chapter, this also includes websites and web apps.

## Right of Use

After the Client has fully complied with its obligations under the Agreement, including full payment, MindzMap will grant the Client the exclusive and non-transferable right to use the Product in accordance with the provisions of the Agreement and these General Terms and Conditions and exclusively in and for the benefit of his own company or organisation and solely for the intended use.

The Client is not permitted to sell, rent, sublicense, alienate or grant limited rights to Products and media on which they are recorded or to make them available to a third party in any manner or for any purpose whatsoever. To give a third party access, whether or not remotely, to place the Products with a third party for hosting, even if the third party in question uses the Products exclusively for the benefit of the Client. The Client will not use the software to repair errors. The Client will not use the software in the context of processing data for third parties. The source code of the Product and the technical data generated during the development of the Product documentation will not be made available to the Client,

even if the Client is prepared to pay financial compensation for this provision. The Client acknowledges that the source code is confidential in nature and that it contains trade secrets of MindzMap.

Immediately after the end of the right to use the Product, the Client will return all copies of the Products in its possession to MindzMap. If the parties have agreed that the Client will destroy the relevant copies at the end of the right of use, the Client will immediately notify MindzMap in writing of such destruction.

## Maintenance

If a maintenance agreement has been concluded for a Product, the Client will report any errors found in the Product to MindzMap in accordance with the usual procedures of MindzMap. After receiving the notification, MindzMap will make every effort to correct errors and/or make improvements in later versions of the Product. Depending on the urgency, the results will be made available to the Client in a manner and within a period to be determined by MindzMap. MindzMap is entitled to implement temporary solutions, program bypasses or problem-avoiding restrictions in the Product. In the absence of explicit agreements in this regard, the Client will correct the error itself,

install, set up, parameterize, tune the product or the new version made available and, if necessary, adjust the equipment used and the user environment. Unless expressly agreed otherwise, MindzMap is not obliged to carry out data conversion.

MindzMap does not guarantee that a product will function without interruption, errors or other defects or that all errors or other defects will be corrected.

Support requests must be reported by the Client to MindzMap via [hello@mindzmap.com](mailto:hello@mindzmap.com). MindzMap makes every effort to process support requests within 5 working days, but is entitled to apply response and recovery times at its own discretion, adjusted to, among other things, the urgency of the request and the number of outstanding support requests. The work carried out in response to a support request will be invoiced on the basis of actual costing, in accordance with the usual hourly rate of MindzMap. Support requests are defined as work that takes less than 4 hours.

✓ If the Client has not entered into a maintenance agreement with MindzMap at the same time as entering into the Agreement for the provision of the Product, MindzMap cannot be obliged to enter into a maintenance agreement at a later time.

## Exclusions

Activities due to the investigation or repair of malfunctions resulting from improper use of the equipment or external causes, such as defects in communication lines or in the power supply, or links with or use of equipment, software or materials that are not covered by the Agreement, are not part of MindzMap's obligations under the Agreement, and the Client will be charged separately at the usual rates.

- ✓ The maintenance price does not include
- ✓ Replacing consumables such as storage media
- ✓ The replacement costs of parts as well as maintenance services for the repair of disruptions caused in whole or in part by attempts at recovery
- ✓ Work for partial or complete overhaul of equipment
- ✓ Modifications to equipment
- ✓ Relocation, relocation, reinstallation of equipment or work as a result of this
- ✓ Adjustments from the Client that are not in the original Agreement agreed
- ✓ Installing e-mail programs for the Client

## Software from suppliers

In case MindzMap makes third-party software available to the Client, provided that this has been communicated to the Client in writing by MindzMap, the terms and conditions of those third parties will apply to that software, overriding the provisions of these conditions.

- ✓ The Client accepts the aforementioned conditions of third parties.
- ✓ These conditions are available for inspection by the Client at MindzMap and MindzMap will send these conditions to the Client free of charge upon request. If the aforementioned conditions of third parties are deemed not to apply or are declared inapplicable in the relationship between the Client and MindzMap for whatever reason, the provisions of these General Terms and Conditions apply in full.

## Hosting

The provisions stated in this 'Hosting' chapter apply, in addition to the General Provisions of these General Terms and Conditions and special provisions, if MindzMap stores and transmits information on behalf of the Client in a communications network, and/or provides access to a communications network, hereinafter referred to as 'the Hosting Services'.

- ✓ System malfunctions and maintenance
- ✓ MindzMap will make every effort to enable the most undisturbed purchase of the Hosting Services
- ✓ MindzMap, however, does not guarantee the uninterrupted availability, reliability and accessibility of the Hosting Services. In any case, force majeure situations include
- ✓ Disruptions in the connections to the internet
- ✓ Hardware malfunctions
- ✓ Disruptions in (telecommunications) networks (such as electricity network)
- ✓ Other disruptions that are beyond the control of MindzMap and for her cannot reasonably be foreseen

MindzMap is entitled without prior notice to (temporarily) interrupt the Hosting Services or limit their use, as this is reasonably necessary for maintenance or adjustments to the system required for this Service. In such cases, the Client is not entitled to compensation.

MindzMap is not obliged to make (complete) backups of the data and/or information stored by or for the Client on the systems of MindzMap.

## Obligations of the Client

The Client is explicitly prohibited from distributing information, offering facilities or functionalities by or via websites hosted by MindzMap, if this information

- ✓ Is contrary to any applicable legal provision
- ✓ Is in conflict with the Agreement between MindzMap and the Client (with including these General Terms and Conditions)
- ✓ Is contrary to the reasonable guidelines and instructions given by MindzMap
- ✓ Is contrary to net etiquette
- ✓ Is contrary to the guidelines of the Advertising Code Committee

If MindzMap discovers, in any way whatsoever, that the Client is acting or has acted in violation of the previous paragraph, or the Client has otherwise distributed manifestly unlawful material via a website hosted by MindzMap, in the opinion of MindzMap, MindzMap is entitled to remove this material immediately without notice and does not become liable to pay damages to the Client in any way.

The Client will at all times act and behave as expected from a careful user with regard to the content to be made public by him as well as the use of the internet itself. The Client will comply with all legal regulations, as well as observe net etiquette and will, among other things, but not exclusively, refrain from: spamming, infringing the IP Rights of third parties, making public or distributing child pornography, sexually intimidating or otherwise harassing people, invading the privacy of others or damaging the name or good honour of others, hacking, carrying out DDoS attacks and other types of attacks, as well as spreading viruses, worms and other programs that may cause damage to individual systems, or the operation of the internet itself can be disrupted.

- ✓ The Client indemnifies MindzMap against claims from third parties due to the information and/or data that it

makes public through or through its websites.

✓ The Client indemnifies MindzMap against all claims from third parties, including but not limited to claims from the supplier(s) of MindzMap, arising from the Client's failure to comply with one of its obligations under the Agreement, more specifically from this article.

✓ The Client is bound to the agreed maximum amount of disk space and data traffic. If this exceeds quantity, MindzMap is entitled to suspend its obligations under the Agreement and/or charge the costs of the excess to the Client.

✓ Upgrading virtual hosting packages is possible at any time. Downgrading is only possible if the Client notifies MindzMap of this at least 1 month before the end of the contract period.

## Domain Names

The provisions stated in this 'domain names' chapter, in addition to the General Provisions and the other chapters of these General Terms and Conditions, apply to the registration of domain names by MindzMap on behalf of the Client.

### Domain name registration

MindzMap will only process an application for registration of a domain name when it has received the appropriate order form, fully completed by an authorised person, and accompanied by all other documents required for the registration application.

MindzMap handles every request for the registration of a domain name to the best of its ability and in a professional manner. However, the Client acknowledges that arranging the registration of a domain name is an obligation of best efforts and that MindzMap cannot guarantee that the domain name is still available at the time of application, or that the domain name will be allocated by the relevant authority.

MindzMap accepts no liability whatsoever for the unavailability or no longer availability of a specific domain name, rejection of the application for a specific domain name, the expiry of an objection or appeal period due to the absence of an instruction from the Client or any claims from third parties regarding a particular domain name.

If the application for a specific domain name is rejected, MindzMap will notify the Client in a timely manner and indicate whether there are possibilities for objection or appeal and within what period these remedies must be used. The Client must ensure that clear and complete instructions are provided to MindzMap in such a timely manner that it can lodge an objection or appeal on behalf of the Client against the rejection of the domain name registration application in a timely manner.

If the Client does not pay the amounts due within the agreed period, MindzMap, without prejudice to the other provisions in these General Terms and Conditions, is not obliged to pay compensation for the costs incurred by (MindzMap on behalf of) the Client.

The registration and use of a specific domain name is entirely and exclusively at the expense and risk of the Client. The Client must ensure that the domain name in question does not infringe the rights of third parties.

## Privacy And Data Processing

The provisions stated in this chapter 'privacy and data processing' apply, in addition to the General Provisions, the other chapters of these General Terms and Conditions as well as the privacy statement of MindzMap, to the processing of personal data by MindzMap for the purpose of Client.

MindzMap has obligations towards third parties under the applicable laws and regulations regarding the processing of personal data including the obligation to provide information, to grant access as well as limiting, rectifying and deleting personal data of data subjects, or transferring this personal data to another controller.

If MindzMap processes personal data in order to implement an Agreement with the Client, MindzMap can be regarded as a “processor” and the Client as a “controller”. The Client is obliged to fully cooperate in recording the mutual rights and obligations in a separate processing agreement. The model processing agreement of MindzMap will serve as a basis for this.

The Client guarantees to MindzMap that the processing of personal data is lawful and that the rights of third parties are not infringed. The Client indemnifies MindzMap against any legal claim from third parties, on whatever grounds, if that claim is related to the processing of personal data, as well as against any fines imposed on MindzMap by competent supervisory authorities.