General conditions

1. Definities

Client: a natural person or legal entity with whom the Supplier concluded an Agreement to use the KINEXT Application

Kinext Agreement: the agreement concluded between the Supplier and the Client with regard to the KINEXT Application

Supplier: Z-Soft VOF

KINEXT Application: the application as described in the Agreement, to which the Supplier grants the Client access for use in accordance with the Agreement

2. Offer and agreement

2.1 These general terms and conditions apply to all services offered via the KINEXT application and to all negotiations, orders, price offers, as well as to all other agreements between the (future) Customer and the Supplier, unless parties have explicitly agreed otherwise. These conditions replace all previous proposals and agreements.

2.2 The Supplier is entitled to change these general terms and conditions unilaterally. The Supplier shall inform the Client at least two (2) months before the changes come into effect about the intended changes via email or via the KINEXT application. If the Customer does not agree with the intended changes, the Customer can terminate the agreement with the Supplier by the date on which the changes take effect. If the Customer does not object to the announced changes within fifteen calendar days after receipt of the communication from the Supplier, the Customer is deemed to accept the changes. The date of receipt will be determined on the third day after shipment, subject to proof to the contrary.

2.3 All proposals or quotations regarding the KINEXT Application are free of obligation and revocable.

3. Right of use

3.1 In an agreement, the Supplier grants the Client the non-exclusive and non-transferable right to use the KINEXT Application during the term of the agreement.

3.2 The right of use commences at the moment that the payment is received by the Supplier.

3.3 The Client will only use the KINEXT Application in accordance with these terms and conditions.

3.4 The Supplier may, at its discretion, introduce innovations in the KINEXT Application. The Supplier will inform the Client in good time of the processing of updates and / or upgrades insofar as they are of importance for the use of the KINEXT Application. This in the opinion of the Supplier.

4. Scope of the right of use

4.1 The Client may not allow the KINEXT Application to be used by persons other than the Client himself.

5. Duration and end of agreement

5.1 The agreement commences at the moment the payment is received by the suppliers

5.2 The agreement is concluded for the duration of 1 year / month

5.3 After termination of the agreement, the Client will no longer have access to the application or the content that he has uploaded.

6. Price and payment

6.1 All prices and other rates used by the Supplier are exclusive of VAT and exclusive of any other government levies that are for the account of the Client.

6.2 Invoicing and collection of the compensation takes place via an annual or monthly advance depending on the agreement. The early termination of the agreement can under no circumstances give rise to a refund of the amount paid.

7. Obligations of the Supplier

7.1 The Supplier guarantees that a daily backup will be made of the data present in the KINEXT Application.

7.2 The Supplier guarantees that the data entered by the Client through the KINEXT Application is protected as well as reasonably possible against loss, theft, unauthorized access and modification by non-users.

8. Obligations and cooperation of the Client

8.1 The Client must purchase the necessary hardware himself for the use of the KINEXT Application.

8.2 It is the Client's responsibility that the equipment and software used comply with the system requirements imposed by the KINEXT Application.

8.3 The Client is responsible for taking the necessary measures to protect software against viruses, computer crime and unauthorized use by its own users or by third parties.

9. Data

9.1 The data entered by the Client through the KINEXT Application are stored in a database that is under the control of the Supplier.

9.2 The Client remains the owner of the data he has entered at all times.

9.3 Up to six months after the end of the Agreement, the Client may request the Supplier to reactivate the KINEXT Application. The reactivation will only take place after the first payment of the fee with regard to the reactivation has been received. After reactivation, the Client will again have insight into his details as they were recorded at the time of the termination.

9.4 The Supplier can never be held responsible for the loss of data that were not correctly entered in the system.

9.5 The supplier is not responsible for the content and correctness of the data that the Client has placed with the Supplier via the KINEXT Application.

10. Support

10.1 During the Agreement, the Client is entitled to technical support without compensation.

10.2 Technical support includes the right to consult documentation. In addition, questions can be submitted 24 hours a day via the KINEXT Application with regard to the use and operation of this Application.

10.3 Technical support does not include:

- services relating to system configurations (device), hardware and networks;
- on-site support;
- converting files or restoring backup files;
- file repairs, where the cause can not be attributed to the KINEXT Application;
- support for the internet connection.

10.4 The Suppliers undertake to always inform the Client in advance of any additional costs that will be charged to the request for support insofar as this does not fall under the technical support as referred to in Article 10.1 of these conditions.

11. Availabilty

11.1 The Supplier endeavours to provide optimal availability of and access to the KINEXT Application.

11.2 The Client is always informed in advance if the availability of the KINEXT Application is limited as a result of maintenance work, adjustments or improvements

to the KINEXT Application. The Supplier tries to keep the limited availability to a minimum.

11.3 The limited availability as a result of work as referred to in article 11.2 of these terms and conditions can under no circumstances give rise to a right to compensation from the Client towards the Supplier.

12. Log in procedure and use of the KINEXT Application

12.1 The Client is obliged to follow the login procedure.

12.2 The Supplier may modify the login procedure at its own discretion. The Supplier will inform the Client of this in a timely manner.

12.3 The Client must carefully handle and be responsible for the login details. The login details are not transferable. The Client is obliged to observe complete confidentiality with regard to the login data in relation to everyone. The Client is liable for any use of his login details.

12.4 The Client has access to the KINEXT Application through his personal login details.

12.5 The Supplier has the right to limit or block the Client's access to the KINEXT Application for an indefinite period of time, without giving reasons, if suspicion of misuse or otherwise improper use is present.

13. Liability

13.1 The Supplier can only be held liable for direct damage to the business or person resulting from its intent or gross negligence.

13.2 The Supplier shall never be liable for indirect damage, including, but not limited to: loss of profit, missed savings, reduced goodwill, loss due to business interruption, damage as a result of claims from the Client's customers, disfigurement or loss of data, damage in connection with the use of goods, materials or software of third parties prescribed by the Client to the Supplier, damage related to the use of suppliers prescribed by the Client to the supplier, regardless of the nature of the action (breach of contract, wrongful act) or otherwise), even if the Supplier has been informed of the chance of this damage occurring.

13.3 The Supplier shall never be liable for any damage of whatever nature suffered by the Client in connection with the temporarily incorrect or temporary unavailability of the KINEXT Application.

13.4 Insofar as the Supplier can not claim the liability exclusions or restrictions described in this article, his liability is at all times limited to an amount of € 500.

13.5 The Client acknowledges and accepts that the fee for the KINEXT Application has been determined with due observance of the liability limitation as referred to in this article.

13.6 The liability of the Supplier due to accountable shortcoming in the fulfillment of an agreement with the Client arises in all cases only if the Client immediately gives the Supplier notice of default, giving a reasonable term to fulfill his obligations (correctly), and after this period the Supplier continues to fail attributably in the fulfillment of his obligations. The notice of default must contain as complete and detailed a description of the shortcoming as possible, so that the Supplier is able to respond adequately.

13.7 Any right to compensation will in any case lapse if the Client has failed to take measures to (I) limit the damage immediately after it has occurred; (II) prevent (other or additional) damage from occurring; or (III) if the Client fails to inform the Supplier as soon as reasonably possible of the damage and to provide him with all relevant information.

13.8 Any claim for compensation against the Supplier will lapse after 24 months after the claim arose.

14. Privacy

14.1 Insofar as the Client processes personal data using the KINEXT Application, the Client is the responsible party within the meaning of the Data Protection Act. The Client guarantees that he will process the personal data lawfully. The Supplier will only process the personal data on behalf of the Client and in accordance with the instructions of the Client, within the limits of the Agreement.

15. (Delivery) terms

15.1 All (delivery) terms are determined by the Supplier to the best of its knowledge and are taken into account as much as possible. As soon as the Supplier is aware of a circumstance that may stand in the way of timely delivery, he will enter into a new (delivery) term in consultation with the Client. The Client is in no way entitled to compensation in connection with late delivery.