TERMS & CONDITIONS - ITHAX B.V.

These are the General Terms and Conditions of ITHAX B.V. (hereinafter referred to as "**ITHAX**"), a company with the address Copernicuslaan 35 – 6716 BM Ede. ITHAX is registered with the Chamber of Commerce under number 91824249.

Definitions

In these Terms and Conditions, the following terms shall have the following meanings, unless expressly stated otherwise:

General Terms and Conditions: these general terms and conditions as stated below.
BW: the Civil Code.
Assignment: All activities, in whatever form, that ITHAX performs for or on behalf of the Other Party.
Remote Services: an agreement that is concluded between ITHAX and the Other Party in the context of an organized system for remote services in which, up to and including the conclusion of the agreement, exclusive or partial use is made of one or more techniques for remote communication;
Service: All work, in whatever form, that ITHAX performs for or on behalf of the Other Party.
Remote Purchase: an agreement concluded between ITHAX and the Other Party in the context of an organised system for distance sales in which one or more techniques for remote communication are used exclusively or jointly up to and including the conclusion of the agreement;
Agreement: Any agreement concluded between ITHAX and the Other Party.
Product: All matters that are the subject of an Agreement.
Other Party: the party, not being a natural person who acts for purposes that fall outside his business or professional activity, including legal persons under public law, who has accepted these General Terms and Conditions and has commissioned the performance of an Assignment.

Unless the General Terms and Conditions expressly provide otherwise, in the interpretation of the General Terms and Conditions, the singular shall be deemed to include the plural and vice versa and a reference to a masculine form shall be deemed to include a reference to a feminine form and vice versa.

1. Applicability

1. These General Terms and Conditions apply to every offer, quotation and Agreement concluded between ITHAX and the Other Party, unless the parties have expressly deviated from these General Terms and Conditions in writing.
2. These General Terms and Conditions also apply to agreements with ITHAX, for the execution of which third parties must be involved.
3. The applicability of the General Terms and Conditions of the Other Party is expressly rejected.
4. Deviations from the Agreement and General Terms and Conditions are only valid if they have been expressly agreed in writing between the parties.

2. Quotations and/or offers

1. All offers and/or quotations not expressly stated to the contrary are considered to be non-binding and can be revoked at any time, even if they contain a period for acceptance. ITHAX may also revoke offers or quotations in writing immediately after receipt of acceptance, but no later than two working days, in which case no agreement has been concluded between the parties.
2. All offers and/or quotations from ITHAX are valid for 30 days, unless otherwise stated.
3. ITHAX cannot be held to its quotations and/or offers if the Other Party should have understood, on the basis of reasonableness and fairness and generally accepted views, that the quotation and/or offer or part thereof contains an obvious mistake or clerical error.
4. If the acceptance, whether or not on minor points, deviates from the offer included in the offer and/or offer, ITHAX is not bound by it. In that case, the Agreement will not be concluded in accordance with this deviating acceptance, unless ITHAX indicates otherwise.

3. Conclusion of the agreement

1. The Agreement is concluded by the Other Party's acceptance of ITHAX's quotation and/or offer.
2. Offers and/or quotations can only be accepted in writing (including by electronic means).
3. A registration for activities organized by ITHAX via the website, by email or otherwise, is also considered as an order confirmation.
4. At the moment that ITHAX receives an order confirmation from the Other Party, an Agreement between the parties is concluded, or at the moment that ITHAX actually starts with the execution.

5. The Agreement substitutes and replaces all prior proposals, correspondence, understandings or other communications, whether made in writing or orally.
6. Subscription services are tacitly renewed annually unless they are terminated in writing, subject to a notice period of 3 months, unless otherwise agreed.
7. If the Other Party requires manual renewal, ITHAX is entitled to charge an additional 2% on top of the applicable subscription rate.

4. Execution of the agreement

1. The Agreement will be executed by ITHAX to the best of its knowledge and ability, in accordance with the requirements of good workmanship. The application of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.
2. Unless explicitly agreed otherwise in advance, services are performed by ITHAX under a best-efforts obligation. This means that ITHAX will make the effort laid down in the agreement, but that ITHAX does not guarantee the end result to be achieved.
3. ITHAX determines the manner in which and by which person(s) the Assignment is carried out. ITHAX is entitled to have certain activities carried out by third parties.
4. ITHAX is entitled to perform the Agreement in phases. If the Agreement is executed in phases, ITHAX has the right to invoice each executed part separately. If and as long as this invoice is not paid by the Other Party, ITHAX is not obliged to carry out the next phase and has the right to suspend the Agreement.
5. When calculating the deployment of ITHAX employees, the time required for reporting, administration, internal consultation and other activities required for effective execution of the assignment is also included.
6. Appointments for services or training can be cancelled or rescheduled by the Other Party free of charge up to five working days before the agreed date(s). In case of cancellation or rescheduling within five working days, 50 percent of the quoted costs will be charged. In case of cancellation or rescheduling on the day of commencement, or in case of non-appearance, ITHAX will charge the quoted costs in full.

5. Education and training

In addition to the other provisions in these General Terms and Conditions, the following additional conditions apply to education and training.

1. If the participant is unable to attend a training, it is allowed to send a replacement.
2. ITHAX reserves the right to cancel or reschedule a course or training if, in the opinion of ITHAX, the number of registrations is insufficient for a responsible implementation. ITHAX will notify the Other Party of this no later than 10 working days before the scheduled date, unless cancellation or rescheduling is the result of force majeure as referred to in Article 17 - Force majeure and unforeseen circumstances.
3. In the event of cancellation by ITHAX as referred to in the previous paragraph, ITHAX will offer the Other Party a new date. If no suitable new date can be agreed, ITHAX will refund the amounts already paid for the course in question within 30 days after cancellation. ITHAX is not liable for other costs incurred by the Other Party in connection with the cancellation or rescheduling.
4. If the trainer assigned to deliver a training course is unable to do so due to illness, incapacity for work or death, ITHAX shall use reasonable efforts to arrange for an equivalent replacement in a timely manner.
5. If no replacement can be arranged, the training shall, in consultation with the Other Party, be rescheduled to a new date as soon as possible and in any event no later than eight (8) weeks thereafter.
6. If rescheduling is likewise not reasonably possible, the Other Party shall be entitled to a refund of the amount already paid for the training concerned, without ITHAX being liable for any further compensation or damages.
7. ITHAX shall inform the Other Party as soon as possible of the unavailability of a trainer and of the subsequent steps to be taken.
8. After (sufficient) participation in a workshop or training, ITHAX will issue a certificate of participation. Such a certificate does not constitute a recognised diploma, qualification or accreditation and, as such, does not confer any civil effect. A condition for the award is an attendance percentage of at least 50%.

6. Software as a Service

1. If the Other Party purchases Software-as-a-Service (SaaS) from ITHAX, the right of use of this software is limited to its own organisation. The Other Party is not free to make the environment available to third parties, unless explicitly agreed otherwise in writing. ITHAX is entitled to attach additional conditions to this.
2. ITHAX may make changes to the SaaS service. If such changes are substantial and have consequences for the operation and/or procedures applicable to the Other Party, ITHAX will inform the Other Party as soon as possible. Insofar as the change gives rise to costs on the part of the Other Party, these costs will be for the Other Party's

account. In that case, the Other Party is entitled to terminate the agreement in writing with effect from the term on which the amendment takes effect, unless the amendment is related to relevant legislation or other regulations issued by competent authorities or ITHAX bears the costs.

3. ITHAX may temporarily decommission the SaaS Service in whole or in part for preventive, corrective or adaptive maintenance or other forms of service. ITHAX will not allow the decommissioning to last longer than necessary and, if possible, to allow it to take place at times when the SaaS service is usually used the least. ITHAX will inform the Other Party in advance about planned decommissioning, whereby ITHAX will also give an indication of the duration where possible.
4. ITHAX does not guarantee that SaaS services provided are free from defects and will function without interruptions. ITHAX will make every effort to identify errors in underlying software within a reasonable period of time and, where possible, to repair them (or have them repaired), insofar as the relevant errors have been reported to ITHAX in writing by the Other Party. ITHAX may, if necessary, postpone the correction of the errors until a new release of the underlying software is put into use.
5. If the defect found relates to customization that has been developed for the Other Party, ITHAX is entitled to charge a reasonably additional fee for the rectification thereof.
6. ITHAX is never obliged to restore mutilated or lost data other than to restore – if possible – the last available backup of the data in question.

7. Changes and additional work

1. ITHAX develops customization based on the specifications established at the start of the agreement, or which are determined in consultation during the term of the agreement.
2. In the case of 'fixed scope' customization, deviations from previously established specifications will be recorded in writing after mutual consultation. If these deviations lead to additional work, ITHAX is entitled to charge an additional fee for this.
3. In the case of an iterative (agile) development method, the parties accept that the specifications have not been fully worked out at the start and that they can be adjusted in mutual consultation during the execution of the assignment. ITHAX will periodically present the claims to that point and the efforts made to the Other Party by means of so-called 'sprint reviews'. Based on advancing insight, specifications can be supplemented or adjusted. In doing so, the Other Party accepts the risk that the customization does not necessarily meet all specifications.
4. In the case of the development of customisation, it must be specified in advance on which platform(s) the customisation must function. ITHAX does not guarantee that the developed customization works well in conjunction with all types or new versions of web browsers and any other software and/or websites.
5. If, during the execution of the Agreement, it becomes apparent that it is necessary to amend or supplement the Agreement for proper performance, ITHAX shall inform the Other Party thereof as soon as possible. The parties will then amend the Agreement in a timely manner and in mutual consultation.
6. If the parties agree that the Agreement will be amended/supplemented, the time of completion of the performance may be affected as a result. ITHAX will inform the Other Party of this as soon as possible.
7. If the amendment of or addition to the Agreement will have financial, quantitative and/or qualitative consequences, ITHAX will inform the Other Party in advance.
8. If a fixed rate or fixed price has been agreed, ITHAX will indicate to what extent the amendment/addition to the Agreement affects the rate/price. ITHAX will try to provide a quotation in advance as far as possible.
9. ITHAX will not be able to charge additional costs if the change/addition is the result of circumstances that can be attributed to ITHAX.
10. Changes to the originally concluded Agreement between the parties are only valid from the moment that these changes have been accepted by both parties by means of an additional or amended Agreement.
11. Unless otherwise agreed, ITHAX is not obliged to transfer the source code of the developed customization and any associated documentation to the Other Party.

8. Obligations of the other party

1. The Other Party shall ensure that all data, instructions, materials and/or equipment of which ITHAX indicates that they are necessary or of which the Other Party should reasonably understand that they are necessary for the execution of the Agreement, are available in a timely manner. The Other Party must also grant ITHAX access and all powers and authorisations necessary to properly execute the Assignment.
2. The Other Party is responsible for (the use of) the hardware and software in its organisation, as well as for the control and security procedures and adequate system management.
3. If it has been agreed that the Other Party will make software, materials or data available on information carriers, these will comply with the specifications necessary for the performance of the work.

4. ITHAX is not liable for damages, of whatever nature, because ITHAX has relied on incorrect and/or incomplete information provided by the Other Party, unless this inaccuracy or incompleteness should have been known to ITHAX.
5. If the materials provided by the Other Party are protected by intellectual property, the Other Party guarantees that it has the required licenses.
6. The Other Party must refrain from any conduct that makes it impossible for ITHAX to properly carry out the Assignment.
7. If work is carried out by ITHAX or third parties engaged by ITHAX in the context of the Assignment at the location of the Other Party or a location designated by the Other Party, the Other Party shall provide the reasonably desired facilities free of charge.
8. If the Other Party has not fulfilled its obligations, as included in this article, ITHAX has the right to suspend the execution of the Agreement and/or to charge the Other Party the additional costs arising from the delay according to the usual price or rates to the Other Party.

9. Hosting provider

1. ITHAX does not have its own hosting for customer applications. ITHAX engages a third party for hosting. ITHAX acts as a reseller here.
2. Warranty with regard to the hosting is provided by the hosting provider. ITHAX does not provide any guarantee with regard to hosting.
3. ITHAX is in no way liable and responsible for damage caused by shortcomings of the third parties engaged by ITHAX.
4. If the hosting provider has set a data traffic limit, ITHAX will make this known at the start of the Agreement. If this limit is exceeded, ITHAX has the right to charge an additional fee for this.

10. Contents

1. ITHAX is not responsible for the content and information of the website, application or other material, software and/or accounts of the Other Party.
2. ITHAX has the right to suspend and/or remove the website, application or other material, software and/or accounts if the content:
    a. Has a violent character or refers to a location with violent content;
    b. discriminates;
    c. incites, performs, promotes or promotes illegal activities;
    d. is in breach of the law;
    e. has been or will be hacked.
3. ITHAX is never liable for the damage caused by the website, application or other material, software and/or accounts of the Other Party containing unlawful content, unless ITHAX was aware of this content.

11. Risk transfer

1. The Products that are the subject of the Agreement are at the expense and risk of ITHAX until the time the Products are made available to the Other Party.
2. The risk of loss, damage or depreciation of Products that are the subject of the Agreement shall pass to the Other Party at the time when Products are made available to the Other Party or a third party to be designated by the Other Party.

12. Pricing

1. Unless explicitly agreed otherwise in writing, the prices and rates indicated by ITHAX are always exclusive of VAT.
2. Prices and rates include shipping, travel, and other expenses, unless otherwise agreed.
3. If a rate has not been expressly agreed, the rate will be determined on the basis of the hours actually spent and the usual rates of ITHAX.
4. ITHAX will provide the Other Party with a statement of all additional costs in good time before the Agreement is concluded or provide information on the basis of which these costs can be passed on to the Other Party.
5. In the event that ITHAX intends to change the price or rate, it will inform the Other Party as soon as possible.
6. If the increase in the price or rate takes place within three months after the conclusion of the Agreement, the Other Party may terminate the Agreement by means of a written statement, unless:
    a. the increase arises from a power or an obligation incumbent on ITHAX under the law;
    b. the increase is caused by an increase in the price of raw materials, taxes, production costs, exchange rates, wages, etc., or on other grounds that were not reasonably foreseeable at the time the Agreement was entered into;
    c. ITHAX is still willing to execute the Agreement on the basis of the originally agreed terms; or

d. stipulated that the performance will be carried out more than three months after the conclusion of the Agreement.

13. Payment

1. Payment shall be made by transfer to a bank account designated by ITHAX, unless otherwise agreed.
2. ITHAX will send an invoice for the amounts owed by the Other Party. The payment term of each invoice is 30 days from the date of the relevant invoice, unless otherwise indicated on the invoice or otherwise agreed.
3. Invoicing of the various products will take place as follows, unless otherwise agreed:

Software:	immediately after delivery;
Subscription:	immediately after delivery and thereafter always prior to the new subscription period;
Prepaid services:	immediately after commissioning;
Training :	immediately after commissioning
Other services:	On the basis of invoicing agreed in the quotation, if no explicit agreements are made for this monthly on the basis of subsequent calculation;
Hosting:	immediately after commissioning

4. Hosting must be paid for in advance at all times for a period of one year. Interim price increases of up to 10% of the agreed rate within the subscription period will be borne by ITHAX. In the event of interim price increases of more than 10%, ITHAX is entitled to pass on this increase immediately.
5. ITHAX and the Other Party may agree that payment in instalments shall be made in proportion to the progress of the work. If payment in instalments has been agreed, the Other Party must pay in accordance with the instalments and percentages as laid down in the Agreement.
6. Objections to the amount of the invoice do not suspend the payment obligation of the Other Party, unless the invoice amount cannot be reasonably explained.
7. The Other Party is not entitled to deduct any amount due from it on account of a counterclaim made by it.
8. In the event of non-payment or late payment, the Other Party will be in default by operation of law without notice of default. The Other Party will then owe the statutory commercial interest from the date on which the payment became due until the day of full payment, whereby interest for part of the month will be calculated over a whole month.
9. A payment made by the Other Party is intended in the first place to deduct all interest and costs due and finally on due invoices that have been outstanding the longest, even if the Other Party states that the payment relates to later invoices.
10. If the Other Party fails to comply with its payment obligation after a reminder or notice of default, ITHAX can hand over the claim. In addition to the total amount then due, the Other Party is also obliged to reimburse all judicial and extrajudicial costs, including all costs calculated by external experts.
11. With regard to the extrajudicial (collection) costs, ITHAX is entitled to a compensation of 15% of the total outstanding principal sum with a minimum of €100 for each invoice that has not been paid in whole or in part.
12. In the event of non-payment after notice of default, ITHAX reserves the right to suspend its activities and obligations under the assignment until the moment that the payment obligation has been fulfilled. The (temporary) cessation of activities and obligations by ITHAX does not relieve the Other Party of its payment obligation.
13. If ITHAX owes any amount to the Other Party pursuant to these general terms and conditions, an agreement or otherwise — including but not limited to any amount overpaid or wrongly invoiced — ITHAX shall repay such amount to the Other Party within 30 days of the date on which the amount due is established. Repayment shall be made by the same means as those used for the original payment, unless the parties agree otherwise. ITHAX shall be entitled to set off any amount to be repaid against any outstanding claims it has against the Other Party.
14. In the event of bankruptcy, suspension of payments, liquidation, total seizure of assets, death or guardianship, the claims of ITHAX and the obligations of the Other Party towards ITHAX are immediately due and payable.
15. Any reasonable legal costs and execution costs incurred will also be borne by the Other Party.

14. Retention of title and right of use

1. The ownership of customised products and/or licences for standard products supplied by ITHAX to the Other Party will only pass to the Other Party if the latter has fulfilled everything properly and has paid what it owes on the basis of the Agreement.
2. The right of use to services provided by ITHAX is granted on the condition that the Other Party has paid in full all the fees due between the Parties. If the Parties have agreed on a periodic payment obligation for the granting of a right of use, the Other Party shall have the right of use for as long as it fulfils its periodic payment obligation.

3. The amount due also includes the reimbursement of all costs and interest (including earlier and later deliveries), as well as claims for damages for failure to perform.
4. As long as the ownership of the delivered goods has not been transferred to the Other Party, the latter may not resell, pledge or encumber in any other way what falls under the retention of title, except within the normal course of business.

15. Delivery time

1. If a term has been agreed or specified for the delivery, this term is only indicative and can never be regarded as a strict deadline, unless expressly agreed in writing.
2. ITHAX is not liable in the event of harmful consequences for the Other Party due to exceeding delivery deadlines, unless there is intent or gross negligence on the part of ITHAX.
3. If ITHAX requires data, materials or instructions from the Other Party that are necessary for the delivery, the delivery time will commence after the Other Party has provided them to ITHAX.
4. ITHAX is not in default by the mere expiry of the agreed delivery periods. This requires a further written notice of default, whereby ITHAX will be granted a period of at least 14 days to comply with its obligations.
5. A notice of default is not required if the delivery has become permanently impossible or if it has otherwise become apparent that ITHAX will not fulfil its obligations under the Agreement. If ITHAX does not deliver within this period, the Other Party has the right to dissolve the Agreement in accordance with Article 6:265 of the Dutch Civil Code.

16. Maintenance

1. If the Other Party enters into a subscription agreement with ITHAX, preventive and corrective maintenance is included in the subscription fee. Adaptive maintenance at the specific request of the Other Party is not included. If the Other Party has a specific wish to adapt a subscription service, it can submit an application to ITHAX, after which ITHAX will (as far as possible) draw up a quotation for adjustment.
2. ITHAX always offers its customized solutions in combination with a maintenance contract. This contract starts after the production version of the solution has been delivered by ITHAX. The fee for maintenance and support for the first year is always 10% of the cumulative project costs, from Proof of Concept to Production. After that, the contract is renewed and indexed annually. The services provided under this contract include remote support by ITHAX Support, corrective maintenance and reconfiguration of the underlying system. On-site support, any wishes for additional functionality or adjustments to the programming code are not included.
3. If, after the start of the maintenance agreement, additional development takes place to the solution on which the maintenance contract rests, 10% of these additional development costs will be added to the determined maintenance amount at the next renewal of the contract.
4. After delivery and acceptance by the Other Party, the Other Party can enter into a maintenance and/or hosting agreement. ITHAX will draw up a separate quotation for this.
5. For credit-based services, part of the fee relates to the use of the platform. In order to (continue to) use the service, an active subscription is required. This fee is included with the initial purchase of a credit bundle and is automatically renewed annually, unless otherwise agreed in writing and until written cancellation. When the subscription is extended, a minimum number of credits must be available. If this is not the case, the number of credits in accordance with the last ordered bundle will also be automatically added upon renewal. If the number of credits is available above the minimum, only the fee for use of the platform will be charged. Users can also purchase additional credits at any time, regardless of the fee for using the platform.
6. When a subscription is no longer active, any credits that may be present are frozen. These remain available if the subscription is reactivated within 3 months after the end of the subscription. After that, these credits expire, without any right to a refund.
7. Both the Other Party and ITHAX have the right to terminate the maintenance, subscription and/or hosting agreement. The agreement can be terminated annually with due observance of a notice period of 3 months and must be done in writing.
8. The costs associated with such an agreement must always be paid in advance for one year.

17. Force majeure and unforeseen circumstances

1. A shortcoming cannot be attributed to ITHAX or the Other Party if the shortcoming is not attributable to its fault, nor is it for its account by virtue of the law, legal act or generally accepted practice. In this case, the parties are also not obliged to fulfil the obligations arising from the Agreement.
2. In the General Terms and Conditions, force majeure is understood to mean, in addition to what is understood in the law and jurisprudence in that area, all external causes, foreseen or unforeseen, over which ITHAX has no influence and as a result of which ITHAX is unable to fulfil its obligations.

3. Force majeure of ITHAX is in any case understood to mean:
    a. strikes;
    b. traffic disruptions;
    c. government measures that prevent ITHAX from fulfilling its obligations on time or properly;
    d. riots, war;
    e. traffic barriers;
    f. illness or incapacity for work of a trainer
    g. death of a trainer;
    h. lack of labour;
    i. extreme weather conditions;
    j. fire;
    k. import, export and/or transit bans; and/or
    l. any circumstance which hinders the normal course of the business, as a result of which the fulfilment of the Agreement by ITHAX may not reasonably be required by the Other Party.

4. If, as a result of a circumstance referred to in this article, the deployment of ITHAX personnel, including consultancy and training services, cannot proceed, ITHAX shall consult with the Other Party on an appropriate solution, without prejudice to any specific provisions set out elsewhere in these general terms and conditions. ITHAX shall use reasonable efforts to limit any resulting inconvenience and/or delay as far as possible.

18. Continuity

1. ITHAX will take reasonable measures to ensure the continuity of its services, also in the event of closure, bankruptcy or takeover of its business.
2. If ITHAX ceases its activities before an ongoing assignment, training or agreement has been fully executed, ITHAX will make every effort to have the execution taken over by a third party, or it will refund the amount already paid for the non-executed part to the Other Party.
3. For courses that have already started, have not yet been completed, ITHAX will make every effort to have them completed by a comparable provider, or to refund the amount paid for the remaining part of the course to the Other Party.

19. Termination of agreement

1. The parties may terminate the Agreement at any time by mutual consent.
2. The Other Party may terminate a subscription agreement at any time with due observance of a notice period of 3 months. If ITHAX receives a notice of termination within 3 months of the next subscription period, the agreement will be terminated after the end of the next subscription period.
3. Both parties have the right to terminate the agreement on the grounds of an attributable failure to comply with the agreement, but only if the other party imputably fails to comply with essential obligations under the agreement, and only after a written notice of default, describing the failure in as much detail as possible, has been given setting a reasonable period for remedying the failure. This includes payment obligations and obligations to cooperate and provide information.
4. If the Other Party has already received a (partial) performance from ITHAX at the time of dissolution of the agreement, these performances will not be subject to reversal, unless the Other Party demonstrates that ITHAX is in default with regard to the essential part of those performances. Amounts invoiced by ITHAX before the dissolution for deliveries or work that have been properly carried out or delivered will remain due in full with due observance of the provisions of the previous sentence and will become immediately due and payable at the time of dissolution.
5. The parties may terminate the Agreement in writing with immediate effect in the event of:
    a. application by or granting of a moratorium on payments to the other party;
    b. application for bankruptcy by or declaration of bankruptcy of the other party; or
    c. liquidation of the other party or non-temporary cessation of the other party's business.
6. If the Agreement is dissolved, ITHAX's claims against the Other Party will be immediately due and payable. If ITHAX suspends the fulfilment of its obligations, it will retain its claims under the law and the Agreement. ITHAX always reserves the right to claim damages.

20. Liability

1. ITHAX is only liable for direct damage caused by gross negligence or intent on the part of ITHAX, and not for more than the amount that the insurer pays to ITHAX or up to a maximum of once the amount stated in the invoice. If

the agreement has a term of more than one year, the maximum compensation is set at the total of fees (excl. VAT) for one year.

2. Direct damage is exclusively understood to mean:
   a. reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of the General Terms and Conditions;
   b. reasonable costs incurred to ensure that ITHAX's defective performance complies with the Agreement, insofar as these can be attributed to ITHAX; or
   c. reasonable costs incurred to prevent or limit damage, insofar as the Other Party demonstrates that these costs have led to the limitation of direct damage as referred to in the General Terms and Conditions.
3. ITHAX is never liable for indirect damage, including consequential damage, loss of profit, lost savings, damage due to business interruption, reputational damage, damage as a result of the provision of inadequate cooperation and/or information by the Other Party, damage due to non-binding information or advice provided by ITHAX the content of which does not expressly form part of the Agreement, and any damage that does not qualify as direct damage within the meaning of these general terms and conditions.
4. ITHAX is never liable for errors in the material provided by the Other Party or for misunderstandings or errors with regard to the execution of the Agreement if these are caused or caused by actions of the Other Party, such as the failure to deliver complete, sound and clear data/materials on time or not to deliver them in a timely manner.
5. ITHAX is never liable for errors if the Other Party has given approval at an earlier time, or has been given the opportunity to carry out an inspection and has indicated that it has no need for such an inspection.
6. The limitations of liability laid down in this article are also stipulated for the benefit of the third parties engaged by ITHAX for the execution of the Agreement.
7. ITHAX is not liable for damage to or destruction of documents during transport or during shipment by post, regardless of whether the transport or shipment is made by or on behalf of ITHAX, the Other Party or third parties.
8. Unless compliance by ITHAX is permanently impossible, liability on the part of ITHAX on account of an attributable failure in the performance of the agreement will only arise if the Other Party immediately gives ITHAX written notice of default, whereby a reasonable period for discharge is set and ITHAX continues to attributably fail to comply with its obligations even after that period. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that ITHAX is given the opportunity to respond adequately.
9. A condition for the existence of any right to compensation is always that the Other Party reports the damage to ITHAX in writing as soon as possible after the occurrence thereof, with due observance of the provisions of article 25.

21. Confidentiality

1. Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from other sources in the context of the Agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information. The party that receives confidential information will only use it for the purpose for which it was provided.
2. The restrictions in Section 21.1 do not apply: (i) to information that has become public without breach of any confidentiality obligation; (ii) to information where it can be shown that a Party already had access to that information before it was provided by the other Party, unless that information was prepared by the first Party for the benefit of the other Party; (iii) to information that can be shown to have been developed independently.
3. If, on the basis of a statutory provision or a court decision, ITHAX is obliged to provide confidential information to third parties designated by law or the competent court, and ITHAX cannot invoke a right of non-disclosure recognised or permitted by law or by the competent court in this respect, ITHAX is not obliged to pay compensation or indemnification and the Other Party is not entitled to dissolve the Agreement on the basis of any damage caused by this.
4. Without prejudice to the above, ITHAX is authorized to include the name of the Other Party on a list of relations, which is published on the website or through other communications to third parties, unless otherwise agreed.

22. Indemnification

1. The Other Party indemnifies ITHAX, to the extent permitted by law, against liability towards one or more third parties arising from and/or related to the execution of the Agreement, regardless of whether the damage was caused or inflicted by ITHAX or by its auxiliary person(s), auxiliary items or delivered Products and/or Services.
2. In addition, the Other Party indemnifies ITHAX, insofar as permitted by law, against all claims by third parties in connection with any infringement of intellectual property rights of these third parties.

3. The Other Party is always obliged to do everything in its power to limit the damage.

23. Intellectual property

1. Unless explicitly agreed otherwise, all intellectual property rights to all products, materials, analyses, designs, sketches, software, equipment, documentation, advice, reports, (electronic) information as well as preparatory material thereof (collectively the "IP Material") developed or made available in the context of the execution of the Agreement are exclusively vested in ITHAX or its licensors.
2. IP Material that belongs to the Other Party at the start of an assignment will remain the property of the Other Party, unless otherwise agreed in writing.
3. The Other Party only acquires any rights and powers with regard to the IP Material that arise from the Agreement and/or that are expressly granted in writing.
4. The Other Party is obliged to treat the IP Material made available as confidential, as it may contain confidential information and trade secrets of ITHAX or its licensors.
5. The Other Party is not permitted to transfer any acquired right or authority with regard to the IP Material to third parties without the prior written consent of ITHAX.
6. The Other Party is not permitted to remove or change any indication regarding intellectual property rights such as copyrights, trademark rights or trade names from the IP Material, unless otherwise agreed.
7. ITHAX is allowed to take technical measures to protect the IP Material. If ITHAX has secured the IP Material by means of technical protection, the Other Party is not permitted to remove or circumvent this protection.
8. Any exploitation, reproduction, use or publication by the Other Party of the IP Material that falls outside the scope of the Agreement or granted rights and powers shall be considered a violation of ITHAX's intellectual property rights.
9. The Other Party shall pay ITHAX an immediately payable and non-judicial mitigation fine of €25000 per infringing act for such a breach, without prejudice to ITHAX's right to be compensated for its damage caused by the infringement or to be allowed to take other legal measures to have the infringement terminated.
10. There will be no violation of the intellectual property rights if the Other Party has received explicit written permission from ITHAX for the exploitation, reproduction, use or disclosure of the IP Material that falls outside the scope of the Agreement or granted rights and powers.
11. ITHAX makes backup copies of e-mails, websites and databases, unless explicitly stated otherwise on ITHAX's website(s) or otherwise agreed. ITHAX does not bear any responsibility for any loss of data or the resulting damage. The backup copies are only for ITHAX's own use in case of malfunction and do not release the Other Party from its obligation to safeguard important information itself.
12. All IP Material developed by ITHAX for the execution of the Agreement may be used by ITHAX for its own promotional purposes, unless otherwise agreed with the Other Party.

24. Privacy

1. ITHAX respects the privacy of the Other Party. ITHAX handles and processes all personal data provided to it in accordance with the applicable legislation, in particular the General Data Protection Regulation. The Other Party consents to this processing. In order to protect the personal data of the Other Party, ITHAX applies appropriate security measures.
2. ITHAX will only use the personal data of the Other Party in the context of the execution of the Agreement and the maintenance of the customer relationship.
3. The Other Party indemnifies ITHAX against claims from persons whose personal data have been or will be processed for which the Other Party is responsible by law, unless the Other Party demonstrates that the facts on which the claim is based are attributable to ITHAX.
4. The responsibility for the data processed by ITHAX for the Other Party in the context of the agreement lies with the Other Party. The Other Party guarantees that the content, use and/or processing of this data are not unlawful and do not infringe any rights of a third party. The Other Party indemnifies ITHAX against any legal claim from a third party, for whatever reason, in connection with this data or the execution of the agreement.
5. If ITHAX is obliged to transfer data on the basis of a competent order or legal obligation, ITHAX will exercise the greatest possible care and limit the disclosure to what is strictly necessary.
6. For more information about the processing of personal data, please refer to the privacy statement of ITHAX, which can be consulted on https://ithax.ai/privacy.

25. Expiry period

For all claims and/or powers that the Other Party has against ITHAX and/or against the third parties engaged by ITHAX, a limitation period of one year applies, in deviation from the statutory limitation periods, from the moment at which a fact occurs that the Other Party can use these rights and/or powers against ITHAX and/or the third parties possibly engaged by ITHAX.

26. Transfer

1. The Other Party is not permitted to transfer rights and obligations arising from the Agreement to third parties without the written consent of ITHAX.
2. ITHAX is entitled to attach conditions to this permission.

27. After-effect

The provisions of the General Terms and Conditions and the Agreement, which are expressly or by their nature intended to remain in force even after termination of this Agreement, will remain in force thereafter and will continue to bind both parties.

28. Complaints procedure

1. Complaints concerning the performance of the Agreement must be submitted by the Other Party to ITHAX in writing, fully and clearly described, within a reasonable time after the Other Party has discovered the defects, but in any event no later than within 5 working days.
2. ITHAX shall confirm receipt of the complaint within 5 working days and shall endeavour to deal with the substance of the complaint within 4 weeks. If this period proves not to be feasible, ITHAX shall notify the Other Party thereof in good time, stating the reason for the delay and an indication of the new period, it being understood that the period may be extended by no more than 4 weeks.
3. A complaint shall be handled by a person who has not been involved in the matter to which the complaint relates, and shall be treated confidentially by ITHAX.
4. If a complaint relates to a course or training provided by ITHAX and the parties fail to reach a solution after the complaint has been handled in accordance with paragraphs 1 to 3, the Other Party may submit the dispute to the independent disputes committee AN-i, to which ITHAX is affiliated. The ruling of AN-i shall be binding on ITHAX, without prejudice to the Other Party's right to bring the matter before the competent court. Any consequences for ITHAX shall be implemented within 4 weeks.
5. ITHAX shall retain complaints submitted, including the manner in which they have been handled, for a period of 2 years.
6. The submission of a complaint shall not suspend the Other Party's payment obligation.

29. Other

1. Any deviations from these General Terms and Conditions can only be agreed in writing. No rights can be derived from such deviations with regard to legal relationships entered into subsequently.
2. ITHAX's records shall be valid, subject to proof to the contrary, as proof of the applications made by the Other Party. The Other Party acknowledges that electronic communication can serve as evidence.
3. If and insofar as any provision of these General Terms and Conditions and the Agreement is declared null and void or is annulled, the remaining provisions of these General Terms and Conditions and the Agreement shall remain in full force and effect. ITHAX shall then establish a new provision to replace the null and void/annulled provision, taking into account, to the greatest extent possible, the purport of the null and void/annulled provision.
4. The place of performance of the Agreement shall be deemed to be the place where ITHAX has its registered office, unless otherwise agreed.

30. Applicable law and choice of forum

1. All Agreements, the General Terms and Conditions, and all non-contractual rights and obligations arising therefrom, are governed in all respects by Dutch law.
2. All disputes between ITHAX and the Other Party, which may arise as a result of an Agreement and/or the General Terms and Conditions, or of agreements resulting therefrom, will in the first instance be settled by the competent District Court of Gelderland, on the understanding that disputes about education or training provided by ITHAX will first be dealt with in accordance with the article "Complaints Procedure".