

# General terms and conditions of Studio Ollala

Valid from 1 July 2021

## 1. The parties, the agreement, and the proposal

1.1. Studio Ollala (Ollala) is a sole proprietorship and acts under the names "Studio Ollala" and "The Overflow Visible". Ollala is registered in the commercial register of the Netherlands Chamber of Commerce by number 66174237. Ollala provides services in the field of digital product design and development, including the design of websites and webshops.

1.2. These general terms and conditions govern all professional agreements with Ollala, including every follow-up professional agreement, every modified professional agreement, and every additional professional agreement.

1.3. A professional services agreement will only be conducted after Ollala has accepted the instructions or order of the Client.

1.4. All engagements shall be accepted by Ollala only, even if it is the explicit or implicit intention of the Client to have an engagement handled by a certain person.

1.5. A proposal given by Ollala, including a description of the services and the amounts owed to the Client, will not be valid anymore if thirty (30) calendar days have elapsed after the date on which they were sent or otherwise made available by Ollala. Any date mentioned in a proposal as day of delivery of the services or the work is just an indication. Ollala may always postpone the performance of the services agreement in case the Client has not accepted the proposal within seven (7) calendar days after Ollala has sent it, and also if the Client does not pay the downpayment in the agreed time.

## 2. Performance of the services agreement

2.1. Ollala makes reasonable endeavors/efforts to carefully perform the agreed services. In the context of the Assignment that the Client gives to Ollala to perform certain services, Ollala makes reasonable endeavors/efforts.

2.2. The applicability of sections 404 and 407 paragraph 2 of the Netherlands Civil Code is entirely excluded.

2.3. Ollala can engage third parties in connection with delivering the agreed services. In the case that third parties will be engaged, Ollala will as much as possible have prior consultation with the client. Ollala is not liable and does not accept any liability for any shortcomings on the part of such third parties. Costs may be charged by third parties or passed on to the Client by Ollala if the client has given approval or permission beforehand.

2.4. The professional agreement will be performed exclusively for the benefit of the client. Third parties can't derive rights from the professional agreement and its content. Neither if they will be an interested party by the result of the performance of the professional agreement. Ollala is not liable to third parties for the performance of a professional agreement for the Client.

2.5. Documents created, processed, and /or provided by or via Ollala, such as proposals, contracts, advice, reports, analyzes, presentations, sketches, designs, etc. received by the client and/or manufactured within the framework of the services agreement remain the property of Ollala. They shall not be shared, copied, or otherwise reproduced by third parties or by the Client. This information and/or documents must be returned to Ollala within one (1) day after it is clear that no agreement/assignment has been or will be concluded, or after termination or end of the agreement, and/or if Ollala requests the Client to do so, then that information and data (including digitally stored information and data) originating from Ollala must be irrevocably removed and deleted by the Client.

2.6. Ollala reserves the right to use the knowledge, the connections, and relationships made, information gained about companies, organizations, and people who came in contact with during the performance of the services agreement, for other purposes, to the extent that no confidential information will reach third parties.

2.7. The Client gives Ollala permission to use the name, description of business activities, and logo of the client in the context of promotional activities of Ollala. This includes, among other things, mentioning the project and/or the services and activities plus mentioning this on the website of Ollala to the extent that no confidential information will reach third parties.

2.8. The client is forbidden to disclose know-how and other confidential information relating to the organization and the company of Ollala during or after the termination or end of this agreement.

2.9. The client is not entitled to demand payment, compensation, indemnity unless it was agreed on with Ollala previously.

2.10. If the Client does not do their best effort to enable the performance of the services agreement, Ollala may suspend the execution of the agreement until the client does so. This applies in particular to the provision of all necessary information and data requested and/or required for the performance of the services agreement. In that case, Ollala may also complete the services agreement for the agreed compensation with the right to full payment, without the information and data that the client did not provide in time to Ollala.

2.11. Ollala will be entitled to suspend the performance of the agreement if any invoices are not paid within fourteen (14) days after the invoice date. Ollala will also be entitled to suspend the performance of the agreement if any risk in the ability or willingness of completing payments arises at the Client, such as in case any delays or unforeseen disputes would risk Ollala's business continuity. In the case of suspension of the performance of the agreement, Ollala will announce this to the Client in writing.

2.12. If it appears that (continuation of) the performance of the services agreement is unacceptable under the description of the agreement, Ollala may at any time terminate and end the agreement, without any obligation or costs towards Ollala. Ollala may, in any case, terminate and end the agreement, without any obligation or costs towards Ollala, in the event that the client makes a statement of a political nature and/or with a discriminating, offensive charge and/or violates the law. In addition, Ollala may terminate and end the agreement, without any obligation or costs towards Ollala, if the Client requires Ollala to cooperate, or at least perform services and/or activities that are in violation of the law and/or relate to statements and/or activities of a political nature and/or with discriminatory or offensive charges.

2.13. Besides Ollala, all persons that have been engaged by Ollala and have been employed by Ollala, as well as all third parties, that have been engaged by the performance of the agreement for the client can appeal to these general terms and conditions. This also applies to their legal successors by universal title.

2.14. If Ollala will obtain knowledge of confidential data or personal data during the performance of the professional agreement, the Client will be responsible to delete or make unreadable as much as possible the data that Ollala does not need to perform such actions for the performance of the professional agreement. The Client is responsible for the safe and legal transfer of personal or confidential information to Ollala.

2.15. The personal data that the client will receive from Ollala may only be used in the context of the performance of the professional agreement. These personal data shall be irreversibly removed by the Client when they are no longer necessary or relevant unless subsequent storage is (statutory) required by law.

2.16. The Client is responsible for the data including but not limited to all information, assets, photos, fonts, graphics, text, and so forth, provided by the Client to Ollala and also for the licenses, systems, software, equipment, the data, and the IT environment that the client (possibly) makes available to Ollala within the framework of the agreement for Ollala to perform the services. The Client is responsible for ensuring that before mentioned data, assets, services, platforms are in accordance with all applicable laws and regulations. The client indemnifies Ollala against all third-party claims that arise in any way from any non-compliance with this.

### 3. Insurance, liability, and indemnity

3.1. The Client is obliged to properly insure themselves during the term of the agreement and to keep themselves insured against the risks customary in the sector.

3.2. The Client is responsible for the communication, marketing, and IT policies of their own organization.

3.3. The Client will hold Ollala harmless against any and all claims made by third parties and the costs of legal assistance, that in any way are related to the services that are provided or will be provided for the client.

3.4. If and insofar as Ollala is liable towards the client in connection with the services provided by Ollala and/or in connection with the performance of the services agreement and if for whatever reason no payment based on (possible) liability insurance is allowed, then that liability is (with the exception of intent or deliberate recklessness) limited or limited as follows.

3.5. Ollala can only be held liable for direct damages.

3.6. Liability for direct damages is limited to the net invoice value of (the part of) the agreement to which the liability relates to, and also limited to (maximum) the year in which the damage was caused. This liability is also limited and only applies to the part of the invoices sent by Ollala (or the invoice value) that has been paid in time by the client.

3.7. Ollala is not liable for indirect damages, including consequential damages, loss of turnover or profit, decrease in reputation or trust, limitations in goodwill, damages as a result of loss of data, missed savings and damages due to business stagnation.

3.8. The limitation of liability also applies if Ollala is liable for the errors made by third parties engaged by Ollala or if they were caused by the software, equipment, data files, registers, or any other items (none excluded) Ollala used for the purposes of performing the services agreement.

3.9. If persons who are engaged in connection with the performance of a professional agreement want to limit their liability with regard to the performance of the professional agreement, then the instructions of the Client to Ollala imply the authority of Ollala to accept such liability limitations on behalf of the Client. The client authorizes Ollala to accept - on the Client's behalf - any limitations of liability of third parties.

3.10. Any claim for damages will expire by the lapse of one (1) year after the start of the day following the day on which the client became aware of the damage or loss and the liability in that respect on the part of Ollala. This applies regardless of the situation if the Client designates a third party to pay the invoices.

3.11. Ollala is expected to take all reasonable measures to secure the data of its clients and third parties. However, Ollala will not be liable for loss of data or unauthorized access to data caused in spite of the due care by Ollala. Neither will Ollala be liable for loss of data or unauthorized access caused by and/or during the transmission of data across public networks or the use of third-party networks and systems.

3.12. In case of force majeure, including failures or inactivity of the internet, telecommunication, power failure, transport impediment, strike, business disorder, illness of personnel, obstruction in delivery, fire, flood, war, import, and export barriers, as a result of which performance of the services agreement can not reasonably be demanded from Ollala, the performance of the services agreement may be suspended by Ollala without any obligation to pay compensation or damages, so that Ollala still has extra time to fulfill the performance of the services agreement after the force majeure situation has ended, during the time taken up by the force majeure situation. If the force majeure situation lasts longer than ninety (90) days, the Agreement can be terminated and ended by both parties without any obligation to pay compensation or damages, except for the services that were already performed by Ollala before the force majeure would occur.

## 4. Financials

4.1. All prices presented or otherwise mentioned by Ollala are net prices, thus excluding VAT. VAT will be charged to the client, if applicable. If the client is a natural person who does not act in the context of a profession or business, then the mentioned amounts shall include or separately indicate VAT.

4.2. After the delivery of the first draft or the first version of the final design or software subject to the agreement, the client owes the entire or the unpaid part of the agreed amount to Ollala.

4.3. Services performed by Ollala can - if the performance of the services extends over a longer period than thirty (30) days - be charged intermediately. Ollala is entitled at any time to request the Client to pay a deposit before providing or performing (more) services. Ollala can set off any deposits received against the final invoice.

4.4. Ollala may send advance and downpayment invoices and invoices electronically to the Client. The Client agrees to electronic invoicing.

4.5. The client will inform Ollala within 5 days about any changes regarding the invoice or address information in writing by an email to [hello@ollala.studio](mailto:hello@ollala.studio) and by a telephone call to Ollala.

4.6. Payment of the invoices of Ollala has to take place within fourteen (14) days after the issue date. If this period is exceeded, the client will be in default by operation of law and will be liable to pay default interest at a rate equal to the current statutory interest rate.

An eventual objection of the client has to be delivered in writing to Ollala as soon as possible, at the latest within fourteen (14) days after the issue date of an invoice; the undisputed part of the bill must be paid at the latest within fourteen (14) days after the billing date.

4.7. In the event of international payment, the bank charges, the transaction costs, and any other costs associated with the transaction are at the expense of the Client.

4.8. The claim of Ollala to payment is immediately due and payable, if the client requests and/or is in a state of suspension of payment, bankruptcy, liquidation, liquidation, dissolution, discontinuation, termination of business activities, and/or the client dies and/or attachment of assets of the Client is being laid.

## 5. Modification and addition

5.1. Ollala is entitled to modify or amend the general terms and conditions at any point in time. The most recent version of the general terms and conditions is accessible on the website of Ollala.

5.2. Modification and/or addition to the general terms and conditions also apply to agreements already in progress and/or performance. In that case, the client has thirty (30) days to make a possible objection known. Ollala will deal with this objection soon and if possible come to an amended agreement with the client. If Ollala passes the objection, the client may terminate and end the agreement by the end of its term.

5.3. If a provision of these general terms and conditions is considered legally null and/or void, the nullity, voidability or unenforceability of that provision will not entail the nullity, voidability or non-binding of the entire set of general terms and conditions or the agreement. Ollala and the client will, if necessary, endeavor to replace the relevant provision or the relevant part by a provision or part that resembles the envisaged general terms and conditions or the intended agreement as closely as possible.

## 6. Applicable law and competent court

6.1. Any and all agreements between the Client and Ollala are governed by the law of The Netherlands (Dutch Law).

6.2. In the event of any dispute, the parties will first attempt to resolve the dispute themselves by means of assertive communication. If this does not succeed, the dispute can be submitted to the competent court.

6.3. Only the Dutch Court in Rotterdam is competent to hear any dispute between Ollala and its Clients unless another judge is competent on the grounds of mandatory legal rules.

Rotterdam, 1 July, 2021