

# Gaуди General Terms and Conditions

## Article 1 Definitions

In these General Terms and Conditions, the following terms have the following definitions:

- 1.1 Gaуди ®: the contracted party and the user of these General Terms and Conditions. With its registered offices at the Westbaan 281-282 in Moordrecht and registered at the Chamber of Commerce under number 29049518.
- 1.2 Client: the opposite party to Gaуди ® that has entered an agreement with Gaуди ®, uses the services or the software of Gaуди ®.
- 1.3 Services: all services Gaуди ® offers, such as: creating content, (player) hardware and software support.
- 1.4 Agreement: the agreement for the use of the services and/or software.
- 1.5 Software: the 'digital signage' cloud-based content management software (CMS) developed by Gaуди ®.
- 1.6 Devices client: the hardware and software client needs for the use of the services and the software supplied in accordance with the agreement.
- 1.7 Reseller: a company that sells the services and/or licenses of Gaуди ® to the client (end user).
- 1.8 CMS: the content management system of Gaуди ®, with which the client can manage content, accessible via [cms.gaуди.com](https://cms.gaуди.com).
- 1.9 License Terms and Conditions: the terms and conditions that apply to all software developed by Gaуди ® and which provides clients the right to use the software from Gaуди ®.
- 1.10 General Terms and Conditions: these General Terms and Conditions.
- 1.11 Website: Gaуди ®'s website, such as [www.gaуди.com](https://www.gaуди.com); [www.gaуди.nl](https://www.gaуди.nl); [cms.gaуди.com](https://cms.gaуди.com); and [support.gaуди.com](https://support.gaуди.com)

## Article 2 Applicability of General Terms and Conditions

- 2.1 These terms and conditions apply to all agreements, service, and software developed by Gaуди ®.
- 2.2 The terms and conditions also apply to agreements via a reseller.
- 2.3 If Gaуди processes personal data on behalf of client during the implementation of the agreement, our Processor Agreement applies in addition to these General Terms and Conditions and the agreement.
- 2.4 If Gaуди processes personal data, this is in accordance with our Privacy & Cookie Policy; <https://gaуди.nl/privacy-en-veiligheid/>
- 2.5 The applicability of any terms and conditions of client or any other third party are expressly rejected.
- 2.6 These terms and condition also apply to agreements for which Gaуди ® must include third parties in the implementation thereof.
- 2.7 Accepting and keeping a quote and/or agreement in which, these Terms and Conditions are referred to without comment shall be deemed as acceptance of the use of these terms and conditions.
- 2.8 If client accepts the General Terms and Conditions on behalf of a legal person he represents, Gaуди ® assumes client is fully authorized to enter the agreement on behalf of the legal person.
- 2.9 If client accepts the General Terms and Conditions, he declares to be older than 18 years of age.
- 2.10 If one or more provisions in these General Terms and Conditions at are at any time declared void or annulled completely or partially, the agreement and these terms and conditions for all else remain effective, and the provision concerned will be immediately replaced in mutual discussion by a provision which resembles the intent of the original as much as possible.
- 2.11 Situations that are not covered by these General Terms and Conditions will be considered 'in the spirit' of these General Terms and Conditions.
- 2.12 Ambiguity about the explanation or content of one or multiple provisions in these General Terms and Conditions must be explained in line with 'the spirit' of these General Terms and Conditions.
- 2.13 If Gaуди ® does not always desire strict adherence to these General Terms and Conditions, this does not result in the event that these General Terms and Conditions do not apply, or that Gaуди ® loses the right to desire strict adherence to these General Terms and Conditions in other events.
- 2.14 Gaуди ® is entitled to amend or add to these General Terms and Conditions. Amendments of minor importance may be implemented at any time.
- 2.15 Gaуди ® may implement amendments that are necessary in connection with the rules, policy, and/or terms and conditions of third parties at any time. Such amendments are necessary for the optimal supply of services.
- 2.16 Deviations from these General Terms and Conditions are only binding when confirmed in writing by Gaуди ®.

### **Article 3 Quotes**

- 3.1 A sent quote is free of obligations, unless Gauddi® indicates otherwise in its quote.
- 3.2 A quote is valid until 30 days after the recorded date, unless Gauddi® indicates otherwise in its quote.
- 3.3 If the quote is not accepted within the period of the quote, the client cannot deduce any rights from the quote.
- 3.4 If a client accepts the quote, Gauddi® is entitled to revoke the offer within five working days of acceptance. If the acceptance differs from the quote, Gauddi® is not bound to it. In that case the agreement is not formed in accordance with this altered acceptance.
- 3.5 All quotes are based on the information provided by client. Client ensures he has provided all relevant information to the best of his knowledge. If it transpires that the information provided by or on behalf of client is incorrect or incomplete, Gauddi® retains the right to change the quote or the agreement.
- 3.6 Gauddi® cannot be kept to its quotes if the client can reasonably understand that the quote, or a part thereof, contains a mistake or error.
- 3.7 Time periods given in a quote are an indication. In case these are exceeded, client is not entitled to dissolution of the agreement or any payment of damages, unless parties have expressly agreed otherwise in writing.
- 3.8 Provided quotes do not automatically apply to future agreements.
- 3.9 All amounts in quotes, invoices, and fees are exclusive of VAT and additional costs.

### **Article 4 Realization of agreements**

- 4.1 The client accepts the applicability of these General Terms and Conditions by registering via the website of Gauddi®, entering an agreement with Gauddi®, and/or using the software or services of Gauddi®.
- 4.2 The agreement between Gauddi® and client also becomes effective when client signs the quote, order confirmation, or agreement and Gauddi® accepts the signed quote, order confirmation, or agreement.
- 4.3 An agreement takes effect when the client fills out and submits the form for the free demo on the website of Gauddi®, as well as when client purchases a license and Gauddi® has received the full payment thereof.
- 4.4 There is also an agreement when Gauddi®, upon client's request, begins the implementation of the agreement or if the client starts using the software.
- 4.5 Only agreements or promises in writing apply. Parties cannot deduce any rights from verbal promises or promises made via telephone.
- 4.6 If an agreement is entered via the telephone, this only takes effect after Gauddi® has confirmed this in writing.
- 4.7 Gauddi® is entitled to refuse an agreement, without providing reasons.
- 4.8 All data, information, materials, and documents are part of the agreement, unless parties have agreed otherwise.
- 4.9 If Gauddi® desires a down payment, the agreement does not take effect as long as client has not completed the agreed down payment. Gauddi® has the right to suspend the realization of the agreement until it has actually received the down payment from client.

### **Article 5 Duration of the Agreement**

- 5.1 In order to use the software, client must enter an agreement for a period of one year or three years. The agreement is automatically tacitly renewed for the same period, unless agreed otherwise.
- 5.2 The period stated in paragraph 1 starts the moment Gauddi® has confirmed the registration of client and client has received the login information.
- 5.3 After the lapse of the period stated in paragraph 1, client can end the agreement in writing or per email, taking into account a notice period of one calendar month.
- 5.4 If client terminates the agreement prior to the end date of the agreement period, client is obliged to pay the costs for the remainder of the duration of the agreement.
- 5.5 If client terminates the agreement early, no reimbursement of already paid fees will take place.

#### **Article 6 Ending, termination, and dissolution of the agreement**

- 6.1 If Gaudi® ends the agreement because client does not meet his obligations, Gaudi® is entitled to stop the services and/or deny access to the software. Gaudi® will charge the remaining payment periods until the end date of the agreement to client, as described in article 5 of these General Terms and Conditions.
- 6.2 Gaudi® is entitled to suspend or end its compliance with the obligations, or dissolve the agreement, and/or deny access to the software if:
- Client does not or not completely meet his obligations under this agreement, the license terms and conditions, and/or these General Terms and Conditions;
  - After entering the agreement, Gaudi® discovers circumstances that give it grounds to fear that client is not or not completely able to meet his obligations;
  - Client does not, not in a timely fashion, or not completely pay the down payment;
  - Client suspends his business;
  - One of the parties suspend their business.
- 6.3 If Gaudi® proceeds to dissolution of the agreement, all invoices are immediately due and payable.
- 6.4 If Gaudi® suspends its obligations, it retains its claims resulting from the law and the agreement.
- 6.5 In case of liquidation, suspension of payment or bankruptcy of the client, debt restructuring, or another circumstance that mean the client is not in free possession of his assets, Gaudi® is entitled to dissolve the agreement without being liable to pay damages.

#### **Article 7 Execution of agreements**

- 7.1 Gaudi® carries out all services and agreements to the best of its knowledge and ability. Gaudi® cannot guarantee that it will continuously reach the agreed desired result with its activities.
- 7.2 Delivery periods are never deadlines. If Gaudi® exceeds a delivery period, client must notify Gaudi® of being in default in writing, with Gaudi® being given a reasonable period to still implement the agreement.
- 7.3 With consideration of the nature of the services and the good execution of its agreements, Gaudi® is entitled to fully or partly have work carried out by third parties.
- 7.4 Due to the nature of the offered services, Gaudi® is subject to and bound by the rules, regulations, policy, and technology of third parties. All actions are carried out in accordance with the rules and regulations of the third party concerned. Taking notice of this provision, Gaudi® is entitled to change its working method, without client being entitled to dissolve the agreement or any payment of damages.
- 7.5 If client does not, not in a timely fashion, or not correctly supply Gaudi® with the requested data, materials, or information, or does not comply with the installation requirements as stated in the quote, Gaudi® is entitled to suspend the implementation of the agreement and to charge the costs resulting from the delay to the client according to the usual fees.
- 7.6 Gaudi® cannot ensure the results of the agreement with the client or third parties.

#### **Article 8 Amending the agreement**

- 8.1 If, during the execution of the agreement, it proves necessary to amend or add to the agreement, parties will proceed to amend or add to the agreement in mutual consultation.
- 8.2 Amending or adding to the agreement is only possible after the express and written permission of Gaudi®.
- 8.3 Without being in default, Gaudi® can refuse a request for amendment of or adding to the agreement. Gaudi® is then entitled to payment for the performed actions in accordance with the original agreement.
- 8.4 If it is necessary to amend the agreement or activities during the agreement period because of client's actions, Gaudi® is entitled to amend the agreement.
- 8.5 If Gaudi® cannot comply with this after the agreement is entered due to a circumstance that were unknown when entering the agreement, Gaudi® is entitled to require that the content of the agreement is amended in such a way that execution of the agreement remains possible.
- 8.6 If the amendment of or adding to the agreement results in circumstances that can be attributed to Gaudi®, Gaudi® will not charge additional costs.

#### **Article 9 Service and software costs**

- 9.1 All fees are communicated to client by Gaudi®. Client is required to pay the fees. If client does not pay the fees in accordance with the provisions of these General Terms and Conditions and any supplementary payment provisions, the access to the software will be denied without prior notification.

#### **Article 10 Payment**

- 10.1 Payment of invoices must take place by way of IDeal, automatic debit, or via a bank transfer.
- 10.2 Invoices and down payments for our software solution must be paid within 30 days after the invoice date or date of entering into the agreement and/or accepting the quote.
- 10.3 If the agreement does not concern the purchase of software, but other services or products, such as: hardware, installation, and/or training, the following payment provisions apply:
  - a. 50% of the agreement fee immediately at the acceptance of the quote;
  - b. The other 50% must be paid within 30 days after delivery.
- 10.4 In the event of a payment in installments, ownership of hardware will be transferred after payment of the last installment invoice. In the absence of this payment, Gaudi is entitled to take back the hardware.
- 10.5 If after completion of the project the supplied hardware is destroyed or deteriorated due to a cause that cannot be attributed to Gaudi, the purchase price remains due.
- 10.6 The payment of invoices for the use of software depends on the period chosen by client:
  - a. For a yearly subscription (1 year), client must pay the fee in advance each year;
  - b. In case of a three-year subscription, client must pay the fee three years in advance.
- 10.7 The fee for the use of the software will be charged automatically in case of a renewal, unless client ends the agreement in accordance with article 5 of these General Terms and Conditions. The fee will be charged fourteen days before the renewal commences.
- 10.8 Gaudi ® sends its invoices digitally.
- 10.9 For payment via third parties, the terms and conditions of third parties apply. Gaudi ® is not a party in the relationship between client and third party.
- 10.10 Any objections to the invoice amount do not suspend the payment obligation of client.
- 10.11 In case of late payment, client owes interest of 1% per month. The interest over the amount to be paid will be calculated from the moment client is in default up to the day of complete payment.
- 10.12 All reasonably incurred costs resulting from extra-judicial collection of the invoice fees are at client's expense.
- 10.13 The extra-judicial costs are 15% of the invoice amount. If Gaudi ® has incurred more costs, which were reasonably necessary, these will also be at client's expense, as well as any incurred legal and execution costs.
- 10.14 Client also owes the legal (commercial) interest over the owed invoice amounts.
- 10.15 Made payments are always in the first place to cover the owed interest and costs. Secondly, for the claimable invoices that are owed Gaudi ® the longest.
- 10.16 In case of liquidation, bankruptcy, seizure, and/or suspension of payment of the client, all invoices to the client are immediately due and payable.
- 10.17 In the event of a joint assignment, the clients are jointly and severally liable for the payment of the invoice amount.
- 10.18 In the event of a late payment, Gaudi ® will suspend its actions. The actions will be resumed from the moment client has paid the outstanding amounts completely, including the legal (commercial) interest and invoice costs.

#### **Article 11 Guaranties and indemnities**

- 11.1 Gaudi ® guarantees that:
  - a. It makes an effort to provide the software and all care in accordance with these General Terms and Conditions and the agreement;
  - b. Gaudi ® is entitled to supply the software in accordance with the General Terms and Conditions.
- 11.2 With the exception of the explicit guarantees as included in this article, Gaudi ® provides the software "IN THE CURRENT STATE". The use of the software is at own risk.

## **Article 12 Obligations of clients**

- 12.1 Client must supply Gaudi® with all data, materials, and information of which Gaudi® indicates these are necessary or of which client should reasonably understand they are necessary for the good implementation of the agreement in correct order and in a timely fashion.
- 12.2 Client is responsible for the correctness, completeness, and reliability of the information and/or materials he supplies to Gaudi.
- 12.3 Client has the responsibility to ensure the provided data, materials, or information are free of copyrights or other property rights. Gaudi® is never liable for materials that are not free of copyrights.
- 12.4 Client shall only use the service and/or software for legal purpose and in accordance with the agreement and/or license terms and conditions of the software.
- 12.5 Gaudi® is entitled to suspend the services or the use of the software with immediate effect if this is necessary to protect the interests of Gaudi® or its other clients. Depending on the nature of the violation, Gaudi® may provide client the opportunity for rectification. When client has rectified the situation, Gaudi® will again provide access to the services and/or software.
- 12.6 All data or content created, saved, or entered via an external link (API) in the software and servers of the client are property of the client.
- 12.7 Client is responsible for making a backup of his data.
- 12.8 It is the responsibility of the client to keep his password(s) confidential, and to regularly change the password. These measures, including the encryption of saved data and access control with a multi-factor authentication, ensure a security level fitting for the data we process.
- 12.9 Client receives an account from Gaudi®. Client is responsible for the correct application of the software and services. He is also responsible for all the use of the data by every person with access to the account.
- 12.10 Gaudi® is not liable for the loss of data or security problems resulting from stolen passwords.

## **Article 13 Support**

- 13.1 Foundation Care support is included standard with the software.  
This consists of:
  - Online help center, with frequently asked questions, user manuals, and (video) tutorials;
  - A customer service that is available per email every week day between 8.30 a.m. and 5.30 p.m. where you can ask your question. If the problem cannot be easily solved, a support ticket will be created;
  - Updates per email when the status or content of the transmission changes;
  - Free and the first with software updates and bug fixes.
- 13.2 If the client has purchased the software via a reseller, reseller provides first line support and Gaudi® provides second line support to the reseller, during CET office hours from 8:30 a.m. until 5:30 p.m..
- 13.3 All activities that are not included in the Foundation Care as described in this article are for client's own account.
- 13.4 Client has the possibility to expand the support with the so-called Priority Care.

## **Article 14 Warranty**

- 14.1 Gaudi® offers the standard manufacturer's warranty on all hardware it supplies. There is an option to expand this hardware warranty.
- 14.2 Client is required to immediately check the delivered hardware upon delivery. If it transpires that the delivered hardware is incorrect, defective, or incomplete, client must immediately inform Gaudi® of these defects in writing (before proceeding with return).
- 14.3 Gaudi® must be informed in writing about any defects or incorrectly delivered products within one week after delivery. Return of the products must take place in the original packaging and in good condition.
- 14.4 If Gaudi® deems a complaint justified, Gaudi® will chose to repair or replace the delivered products free of charge.
- 14.5 Gaudi® is never responsible for the final suitability of the products for every individual use by client, nor for any advice with respect to the use of the products.
- 14.6 The warranty does not apply if:
  - a. The client has repaired and/or altered the delivered items or has had them repaired and/or altered by a third party;
  - b. The delivered items have been exposed to abnormal circumstances or have otherwise been handled carelessly or contrary to the indications of Gaudi® and/or the indications on the packaging;
  - c. The defect wholly or in partly results from regulations imposed by government or regulations that will be imposed with respect to the nature of the quality of the used materials.

#### **Article 15 Liability**

- 15.1 Any liability of Gauddi® is limited to that which is determined in these General Terms and Conditions.
- 15.2 Gauddi® is not liable for damages of whatever nature resulting from Gauddi® trusting incorrect and/or incomplete data provided by or on behalf of client.
- 15.3 The software, the use and publication of advice, reports, and materials of Gauddi® are for client's own risk.
- 15.4 Gauddi® is not liable for damage caused by the actions or negligence of third parties.
- 15.5 Gauddi® is not liable for changes in its work activities or services if it has had to change these due to a change of the technology, policy, or regulations of third parties.
- 15.6 Gauddi® is only liable for direct damages. Direct damages are understood to be:
- Reasonable costs made to have the inadequate performance of Gauddi® meet the agreement, for as far as these can be attributed to Gauddi®;
  - Reasonable costs for the determination of the cause and scope of the (direct) damage;
  - Reasonable costs for the prevention or limitation of damage, for as far as client can show that these costs have led to the limitation of direct damage.
- 15.7 Gauddi® is not liable for indirect damage. This includes:
- Lost profit;
  - Lost savings;
  - Consequential damage;
  - Damage to reputation;
  - Disappointed expectations or results;
  - Business or other interruptions.
- 15.8 For as far as Gauddi® is liable because it does not, not completely, or not in a timely fashion implement the agreement, its liability is limited to once the invoice amount with a maximum of € 5,000.00. In case of an agreement for a duration longer than six months, the liability of Gauddi® is limited to the amount that it has charged in the previous three months with a maximum of € 5,000.00. The liability of Gauddi® is in any case never higher than the amount we receive from our insurer.
- 15.9 The customer signs for completion of the project or for acceptance of the goods. The risk of the hardware is thus transferred to the customer, even if ownership has not yet been transferred.
- 15.10 Any liability of Gauddi® lapses after one year. In default thereof, any right to payment of damages lapses.
- 15.11 Gauddi® is not liable in case of force majeure, as intended in article 17 of these General Terms and Conditions.
- 15.12 The limitations included in this article do not apply if the damage is due to deliberate intent or gross negligence of Gauddi®.

#### **Article 16 Intellectual property and copyrights**

- 16.1 All copyrights and other intellectual property rights remain with Gauddi®. Without prior written permission from Gauddi®, client will not use, make public, or in any way multiply the data or parts of extracts of any work.
- 16.2 Client declares not to violate copyrights or intellectual property rights of Gauddi® or third parties. Client indemnifies Gauddi® for all damage and claims resulting from the use, multiplication, or reproduction.
- 16.3 Client may not change, remove, or make unrecognizable any indication of intellectual or industrial property rights of Gauddi®.
- 16.4 All copyrights and other intellectual, industrial, and/or other property rights on the software and on any copy client makes thereof are property of Gauddi® and/or its suppliers. Gauddi® only permits client to use the software and HTML5 templates in accordance with these license terms and conditions. Client may not copy the product manual(s) or materials belonging to the software, except for their own use. Client can only become owner of any present material data carrier. The client does not become owner of the software.

#### **Article 17 Force majeure**

- 17.1 In case of force majeure, Gauddi® may suspend its obligations from the agreement. If the period of force majeure lasts longer than two months, both parties are entitled to dissolve the agreement, without obligation to payment of damages to the other party for the suffered damage.
- 17.2 Force majeure in these General Terms and Conditions is defined as, in addition to that which is understood in the law and case law, all external causes, expected or unexpected, on which parties do not have any influence, or which prevent them from being able to comply with their obligations. This includes work strikes at the business of Gauddi®, its suppliers, and other third parties.
- 17.3 Gauddi® is entitled to appeal to force majeure if the circumstances that prevent (further) execution of the agreement occur after Gauddi® should have fulfilled its commitment.
- 17.4 If force majeure occurs when the agreement has already been partially implemented, Gauddi® is entitled to separately invoice the part already enacted. The client is then required to pay the invoice as if this were a separate agreement.

#### Article 18 Complaints

- 18.1 Client must inform Gaudi ®, in writing and including an explanation, of a complaint about the execution of the agreement, services, or invoice within five days after discovery or the invoice date.
- 18.2 If the period stated in paragraph 1 has lapsed, the activities or the invoice are considered to have been accepted, and all rights with respect to these expire.
- 18.3 A complaint does not suspend the payment obligation or the other obligations from this agreement or these terms and conditions, unless Gaudi ® has informed client the complaint has merit.
- 18.4 If the complaint from client has merit, Gaudi ® provides the choice between change of the invoice, improving or redoing the activities free of charge, or fully or partly reimplementing the agreement or activities.

#### Article 19 License terms and conditions

- 19.1 All software products of Gaudi ® (including the free trial period) must be used based on these license terms and conditions. Client receives a non-exclusive and non-transferable right to use the software of Gaudi ®. Gaudi ® can terminate the provided license at all times. The client may only use the software for internal use within the own organization.
- 19.2 These license terms and conditions also apply during the free trial period.
- 19.3 It is not allowed to provide the software to third parties, change it, decode it, copy it, or misuse it in any way. You are required to ensure sufficient security of the possibilities to access Gaudi ® software.
- 19.4 If client acts contrary to these license terms and conditions, he is obliged to pay an immediately due and payable fine, which is not liable to reduction, of € 5,000.00 per violation, without prejudice to the right of Gaudi ® to invoice damages for all damages suffered and to be suffered.
- 19.5 Renting, lending, publicly presenting, showing or transmitting, or in any other way distributing the software is prohibited. Except insofar as allowed by the applicable law, client will not fully or partly change, analyze with the help of 'reverse engineering', or decompress, or demount the software or any part thereof. Client may not develop products derived from the software. Client shall also not allow others to carry out these actions.
- 19.6 Each license relates to one (1) channel. Licenses may not be shared or be used by more than one channel. A license can be given to a new channel.
- 19.7 Client shall not:
  - a. Give in (sub) license, sell, resell, transfer, appoint, distribute, or otherwise commercially exploit the service and/or the content or make it available to a third party;
  - b. Change the service or content or derive products from them;
  - c. Create Internet 'links' in order to "frame" or "mirror" the service.
- 19.8 Client is only permitted to use the software for their own internal purposes. It is not allowed to:
  - a. Send spam or otherwise undesired messages contrary to the applicable laws;
  - b. Save and/or send infringing, offensive, threatening, objectionable, or otherwise illegal or unlawful materials, including materials damaging to children or infringing on the privacy of a third party;
  - c. Save and/or send software viruses, worms, Trojan horses, or other damaging computer codes, files, scripts, agents, or programs;
  - d. Obstruct or disrupt the software, the performance of the software, or the data stored in it;
  - e. Carry out actions for unauthorized access to the software or the systems or networks belonging to it.

#### Article 20 Availability of software

- 20.1 Gaudi ® takes all possible measures to ensure the services and software are optimally available. Gaudi ® does not guarantee:
  - a. The unobstructed availability and functioning of the software;
  - b. The complete reliability or unhackability of the software. Client can never hold Gaudi ® liable for the not functioning, being unavailable, or being unreachable of the software.
- 20.2 Gaudi ® makes an effort for the appropriate security of the software according to the state of the art without it removing the own responsibility of the client. Gaudi ® has a so-called SSL certificate (https connection), which is the maximum security that can be offered.
- 20.3 Client can never oblige Gaudi ® to repair data damaged by the use of the software. Gaudi ® also never owes payment of damages to client for damages caused by the use of the software.
- 20.4 Gaudi ® can always and without notice improve, change, temporarily or permanently disable, and limit or deny access to the software or parts thereof. Client can never hold Gaudi ® liable for this.
- 20.5 Gaudi ® may cause disruptions or unavailability if, to its reasonable opinion, this is necessary to make improvements or maintenance of the software easier.

**Article 21 Use of the software**

- 21.1 Client will in no way whatsoever interfere with or cause damage to the use of the software.
- 21.2 Client is not entitled to use the software in violation of the legal provisions, the agreement, license terms and conditions, and/or these General Terms and Conditions.
- 21.3 Gaudi ® is not responsible for the content and correctness of the data, information, or other content client uploads to the software.
- 21.4 Gaudi ® is free to take and maintain technical measures for the protection of intellectual property rights on the programs, software, or materials.
- 21.5 If client is not able to use and/or does not have access to the software for whatever reason, no restitution takes place for the period client was not able to use and/or did not have access to the software.
- 21.6 Client is responsible for the purchase of the correct hardware for the correct use and working of the software.

**Article 22 Confidentiality and ownership of the data**

- 22.1 Both parties are obliged to keep secret all confidential information they gain from each other or from other source in the scope of the execution of the agreement. Gaudi ® will take measures to protect the confidentiality of the data. Client will not make a statement on the working method and practical procedures of Gaudi ®. Client is also not permitted to make reports or other written information public.
- 22.2 Confidentiality does not include information that is already publicly known or information that is submitted in legal proceedings.
- 22.3 Gaudi ® may use any acquired knowledge and experience for other purposes, insofar as no confidential information about client or third parties is made known to third parties.
- 22.4 Every client must enforce the confidentiality of the information on all employees and/or agents involved.
- 22.5 All client data remains property of client at all times and can only be used by Gaudi ® in order to meet its obligations resulting from these General Terms and Conditions.

**Article 23 Transferability**

- 23.1 Client is not entitled to transfer a license and/or sub-license.

**Article 24 Applicable law and competent court**

- 24.1 Dutch law exclusively applies to all agreements, services, disputes, quotes, and invoices, even if client is legally located or resides abroad.
- 24.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods is explicitly rejected.
- 24.3 All disputes between Gaudi ® and client will be attempted to be mutually resolved, before being submitted to the competent court.
- 24.4 Disputes between Gaudi ® and a client for which a solution cannot be reached in mutual discussion will exclusively be exclusively submitted to the competent court in the city of the registered office of Gaudi ®, unless the law prescribes otherwise.
- 24.5 Parties are entitled to submit the dispute to an independent arbitration institution or mediator. The decision of an independent arbitration is binding for parties.
- 24.6 The English version of these Terms and Conditions are a translation of the Dutch Terms and Conditions. In the event there is a difference between the Dutch version and the English version, the Dutch text shall prevail.