

GENERAL TERMS AND CONDITIONS - THE ONLINE SCIENTIST

ARTICLE 1 - GENERAL

1. These terms and conditions are applicable to all work performed by The Online Scientist, being all activities offered on the domain name: theonlinescientist.com, liesbethsmit.com, stephanvanduin.com or websitesforscientists.com or any subdomain thereof, or of the company The Online Scientist listed with the Chamber of Commerce for Amsterdam under number 5499792, VAT number NL85151520923B01 and Van Duin Outreach listed in the Chamber of Commerce for Amsterdam under number 34359841, VAT number NL154143261B01, with its registered office at Borneolaan 428, 1019 KN Amsterdam (hereafter: "The Online Scientist"), (to be) performed for natural persons and legal entities ("the client"), unless agreed otherwise in writing.
2. Deviations and/or additions to these general terms and conditions will apply only if agreed in writing by The Online Scientist and the client.
3. If any provision of the agreement or the general terms and conditions should prove to be null and void, the other articles will remain applicable. The Online Scientist is entitled in that case to replace the invalid provision with one that approaches the scope of the original as best as possible.
4. If these general terms and conditions and the order confirmation or the written agreement contain mutually conflicting provisions, the provisions contained in the order confirmation or written agreement will apply.
5. The Online Scientist reserves the right to modify the general terms and conditions at any time. The latest version of the general terms and conditions are available on: <https://www.theonlinescientist.com/terms-and-conditions>
6. The applicability of any general terms and conditions of the client is expressly excluded.

ARTICLE 2 - OFFER

1. All offers by The Online Scientist are free of obligation and may be revoked by The Online Scientist at any time, unless the offer contains a deadline for acceptance.
2. All cost estimates and budgets given by The Online Scientist are indicative only, unless otherwise stated by The Online Scientist in writing. The client can never derive any rights from a cost estimate or budget given by The Online Scientist.
3. The Online Scientist cannot be held to its offer if, in the opinion of The Online Scientist, the offer contains a manifest mistake or writing error.
4. The prices stated in an offer are exclusive of VAT and government levies.
5. With due observance of the provisions of paragraphs 1 and 2 of this article, the agreement is concluded on acceptance by the client of the offer and the conditions set out therein via the online link, by telephone or by giving his consent via email.

ARTICLE 3A - CONDITIONS FOR HOSTING SUBSCRIPTION

1. If the client wishes to make use of a hosting subscription via The Online Scientist, the activities of The Online Scientist will be regarded as services provided on the instruction and in the name of the client. The Online Scientist is not a party to the services provided or to be provided by the external provider and accepts no liability under that agreement or under the general terms and conditions applicable to such services.
2. The client is obliged to fully and correctly provide the necessary data and to inform The Online Scientist and/or the external provider without delay in writing of any changes to these data. This applies in particular to the contact, the address details and the email address, and in the case of a domain order, also the name of those responsible for the domain.
3. The login data for the client provided by The Online Scientist is strictly personal and may not be shared with third parties. The Online Scientist accepts no liability for loss or costs resulting from the use or misuse of access or identification codes.

4. If a user name and/or password has been provided, the client is at all times responsible for the choice of secure alternative passwords. The client indemnifies The Online Scientist against misuse of the hosting package or the website resulting from the use of insecure passwords and claims by third parties pursuant to this provision.
5. The use of email within the hosting package is entirely at the own risk of the client. The Online Scientist offers email as an additional service and is not responsible for the proper sending and receiving of email, or the receiving of spam.
6. The client is responsible for all activities and content placed in his name or via his account, being the combination of all content and space, including the choice of the domain name made available online to the client by The Online Scientist, hereafter "the Account". The client indemnifies The Online Scientist against third-party claims arising from the posting or supply of illegal or copyrighted materials including, but not limited to, images, software, and texts and any other manner of improper use of the Account as referred to in this article.
7. The Online Scientist is at all times entitled to access the website or software to carry out such maintenance and updates as it deems necessary for the functioning of the website and the security of the website, unless agreed otherwise in writing.
8. The client may not use an Account created by the services of The Online Scientist for illegal purposes. If The Online Scientist discovers that the use of an Account is in violation of Dutch law, The Online Scientist will be entitled to suspend the use of the Account until the client has, in the opinion of The Online Scientist, demonstrated that the violation has ended. The client bears will bear its own losses resulting from the suspension.
9. The client is not permitted to use (1) the available server space for the storage of materials not related to the website or (2) own software or to post installations within the Account that are not approved by The Online Scientist.
10. The Online Scientist reserves the right to refuse hosting subscriptions or to attach special conditions to their execution.
11. The client will configure its systems and programs in such a way that neither the security, nor the integrity or availability of systems, networks and data of The Online Scientist or third parties are hindered.
12. If the delivered products, including but not limited to websites, e-learning and software, are not hosted by The Online Scientist, Article 7 of these general terms and conditions will apply.
13. If the client has an Account with The Online Scientist, licenses purchased for the construction of the products remain the property of The Online Scientist and are only provided once-only with user rights, unless agreed otherwise in writing.
14. If the client provides its own hosting, The Online Scientist accepts no liability for loss caused by outdated licenses or software or the costs of purchasing these licenses or other damage, as any liability from the moment of delivery is for the risk and account of the client. The Online Scientist will never be obliged to repair mutilated or lost data. The client is fully responsible for securing its products and maintaining backups.

ARTICLE 3B - CONDITIONS FOR DOMAIN NAME REGISTRATION

1. The domain registration agreement is concluded directly between the client and the allocation body or the registrar. The Online Scientist will, at the expense of and in the name of the client, order the registration of the domain and the domain registration for the client.
2. The top-level domains are registered and managed by different organisations. Supplementary to these general terms and conditions, each top-level domain is also subject to the specific terms and conditions of the organisations concerned. The Online Scientist is not a party to and accepts no liability for the content of that agreement or the general terms and conditions applicable to that service.
3. The data necessary for domain registration will be transmitted to the relevant allocation bodies in an automated procedure. The client can only assume an actual allocation when the Internet service has been made available under the desired domain. The Online Scientist does not guarantee that ordered domains can be allocated.
4. The Online Scientist is not responsible for any infringement of intellectual property rights in relation to the choice of a domain name and accepts no liability for any resulting loss.

ARTICLE 4 - CONDITIONS AND PRICE CHANGES

1. Payment will always be made within 14 days of the invoice date.
2. If the client has taken out a hosting subscription via The Online Scientist, payment will be made per agreed term, annually or half-yearly.
3. All stated prices for web hosting are exclusive of the current high VAT rate (currently 21%).
4. The Online Scientist may require the client to make a full or partial advance payment.
5. If the client remains in default after a written reminder, the client will be in default by operation of law. The client will then also owe the statutory commercial interest rate applicable at the time of default. The statutory commercial interest on the payable amount will be calculated from the moment that the client is in default until the moment of payment of the full amount due.
6. In the event of default by the client, The Online Scientist will be entitled to suspend the use of the client's Account or the delivery of the products until the overdue payment has been paid.
7. All judicial and extrajudicial collection costs will be borne by the client.
8. If an order is cancelled in whole or in part, the work performed, plus any costs incurred, will be charged in full to the client and The Online Scientist's claims against the client will be immediately due and payable.
9. The client will never be entitled to set off the amount due to The Online Scientist. Objections against the amount of an invoice do not suspend the payment obligation. The client who does not have recourse to Article 6.5.3 (Articles 231 - 247 Book 6 Dutch Civil Code) is also not entitled to suspend the payment of an invoice for another reason.
10. No rights can be derived from the prices on the website.
11. The Online Scientist reserves the right to make price changes. These price changes will be announced at least one (1) calendar month in advance on the website of The Online Scientist and will be communicated by email to existing clients with an active Account.
12. The client will not introduce price changes with respect to natural persons within three months of the commencement date of the agreement.

ARTICLE 5 - TERM OF CONTRACT AND DELIVERY PERIODS

1. The agreement between The Online Scientist and the client is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties agree otherwise in writing.
2. The agreement will be terminated as soon as the agreement has been executed and, in case of subscriptions, following a legally valid notice of termination and compliance with Article 10 paragraph 2.
3. Agreed time periods are not firm dates, unless agreed otherwise in writing.
4. If a term is exceeded, the client will first provide The Online Scientist with a written notice of default, granting The Online Scientist a reasonable time of time within which to execute the contract, failing which The Online Scientist accepts no liability for losses resulting directly from the delay. If there is a risk of the delivery time being exceeded, the parties will consult with each other on a new planning.
5. Exceeding a time period by The Online Scientist does not constitute grounds for termination (*ontbinding*) of the agreement by the client.
6. If the delay in delivery is caused by force majeure in accordance with Article 13 or by a cause attributable to the client, such as the provision of new specifications, supplementary information or a changed approach, the supplementary or modified activities will be regarded as additional work, as further described in Article 6 paragraph 3 of these general terms and conditions. The Online Scientist will in that case be entitled, in consultation with the client, to unilaterally determine a new delivery date.
7. In case of orders for which the date of delivery is exceeded due to the fault of the client, The Online Scientist reserves the right to charge the client an additional 10% of the amount agreed upon in the order confirmation. For orders with a delivery period of a maximum of 6 months, the minimum delay is 1 month. For assignments with a delivery period of more than 6 months, a minimum delay of 2 months applies.

ARTICLE 6 - EXECUTION OF THE AGREEMENT

1. All work is carried out by The Online Scientist to the best of its knowledge and ability and in accordance with the requirements of good workmanship. This obligation has the character of a duty of best endeavours, so that results of the performed work cannot be guaranteed.
2. The client will in a timely fashion and in the desired form make all information provide The Online Scientist with all information that it deems necessary, or of which it should be clear to the client that it is important for the execution of the agreement. The client guarantees the accuracy and completeness of this information.
3. Changes in the execution of the agreement resulting from the provision of incorrect or incomplete information by the client will be regarded as additional work and will be charged as such at the rates applicable for additional work, as stated on the website of The Online Scientist (<https://www.theonlinescientist.com/pricing>).
4. The client will clearly indicate its design wishes and preferences prior to the execution of the contract for web design. In the absence of clear design instructions, The Online Scientist will create a design for a website on its own initiative. If the client during or after the execution of the agreement provides The Online Scientist with deviating preferences or wishes, which had not been made known to The Online Scientist during the discussion(s) about the design prior to the execution of the agreement, and The Online Scientist therefore has additional work, the resulting costs will be charged in accordance with the previous paragraph.
5. The Online Scientist is entitled to engage third parties whenever it deems such necessary for the execution of the agreement.
6. The Online Scientist may suspend the execution of the activities belonging to a subsequent phase until the client has approved the results of the preceding phase in writing.
7. If it appears during the execution of the agreement that a change or supplements required for proper execution of the agreement, the parties will promptly enter into mutual consultation on modifying the agreement. The Online Scientist reserves the right to make changes to the price and period of execution in that case.
8. As a subject-matter expert, the client is obliged to check the provided texts and services for inaccuracies and mistakes and accepts the liability resulting from this. Article 12 applies mutatis mutandis.
9. After delivery of the products, the client has 14 days within which to report all visible and invisible errors and defects for which The Online Scientist is responsible, as agreed in the offer. These substantive, technical or design errors will be repaired free of charge within said period of 14 days. If these defects have not been reported within 14 days, the client accepts the product in its condition at the time of delivery ('as is') and The Online Scientist may charge additional work for any changes made thereto.
10. Any reference in this document to 'errors' or defects will be understood to mean substantial non-compliance with the functional or technical specifications expressly agreed between the parties in writing. An error is only deemed to exist if the client can prove it and if it is reproducible. The client will report any errors to The Online Scientist without delay.
11. The number of feedback rounds, also known as revision rounds, and their nature are set out in the original offer. Feedback and changes must be made in writing or by email and be complete. Each revision round offers a single opportunity to send a document to feedback. The Online Scientist may charge additional work in accordance with paragraph 3 of this article for (the processing of) feedback that falls outside these feedback rounds.
12. Without being in default as a result, The Online Scientist may refuse a request for amendment of the agreement by the client if The Online Scientist is of the opinion that this is not consistent with proper execution of the agreement.
13. If the client requests additional work from The Online Scientist after execution of the agreement, The Online Scientist will charge the client for this extra work at its usual rates - as published on its website <https://www.theonlinescientist.com> and/or in accordance with the quotation provided to the client.

ARTICLE 7 – DELIVERY (OF PRODUCTS)

1. An agreement to deliver a website, tool, e-learning module, design or text is deemed to have been completed after delivery of the agreed product.
2. The delivery and acceptance of a product takes place in accordance with Article 7:758 Dutch Civil Code.
3. The client and The Online Scientist confirm in writing that and when a product is regarded as delivered and accepted.

ARTICLE 8 - CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

1. The Online Scientist and the client will only use the confidential information they receive under this Agreement for the purpose for which it is provided. Data will in any case be considered confidential if the client or The Online Scientist has designated it as such.
2. All rights of intellectual property and industrial property rights to the software, websites, databases, equipment or other materials such as analyses, designs, documentation, reports, quotations and preparatory material made available to the client on the basis of the agreement will be vested exclusively in The Online Scientist, its licensors or its suppliers and/or third parties who have made a creative contribution to the realisation of the works on behalf of The Online Scientist.
3. The client is not permitted to remove or modify any markings regarding the confidential nature or copyrights, trademarks, trade names or any other intellectual property right from the software, websites, databases, equipment or materials.
4. The client will with respect to the work delivered only acquire the rights of use that are expressly granted by the agreement, these terms and conditions and the law. Any other or more extensive right of the client to reproduce and publish the work is not permitted. The client may not transfer its right of use to third parties.
5. The Online Scientist will upon the delivery of original texts and designs designated as such and other works within the meaning of the Copyright Act grant an exclusive licence for the one-off publication right and exclusively for the agreed use. Republication in the agreed medium, publication in any other medium and any use other than agreed upon is not permitted without the express written consent of The Online Scientist. The Online Scientist may charge a fee for its permission.
6. Attribution is mandatory in case of copyright-protected works, unless The Online Scientist has major practical objections to this.
7. In the event of significant changes to the original provided text, which are indicated as such and are not approved by The Online Scientist, The Online Scientist may prohibit the use of its text on grounds of the Copyright Act. If this situation leads to the premature termination of the agreement, the client will reimburse the costs insofar as the agreement has been executed, as well as to provide compensation for that part of the assignment that has not yet been carried out.
8. Regarding copyright-protected work that is delivered to the government, the client will, upon publication, always make the copyright reservation as referred to in Article 15b of the Copyright Act. The application of this article covers both the publication by and on behalf of the government.
9. In the event of infringement of the copyright of original texts and designs indicated as such, the client will be liable for damages. Infringements of the copyright of The Online Scientist include:
 - a) reuse of its work without permission;
 - b) publication in any medium other than as agreed;
 - c) damage to its work;
 - d) publication without attribution.
10. The above provisions also apply to texts and drafts obtained by The Online Scientist from third parties.
11. The client acknowledges that the software is of a confidential nature and that it contains the business secrets of The Online Scientist, its supplier or the software producer.

ARTICLE 9 - PROTECTION OF PERSONAL AND OTHER DATA

1. Responsibility for the protection of the data processed using a service provided by The Online Scientist lies solely with the client, who will comply with the applicable laws and regulations regarding the online collection and processing of (personal) data. The client guarantees to The Online Scientist that the content, use and/or processing of the data is not unlawful and does not infringe any third-party rights.
2. If The Online Scientist deems this to be important for the execution of the agreement, the client will inform The Online Scientist immediately and in writing, upon request, of how the client implements its legal obligations regarding the protection of personal data.
3. The client will indemnify The Online Scientist against all claims of persons whose personal data have been registered or are being processed by the client in the context of the execution of the agreement or for which client is otherwise responsible by law.
4. If The Online Scientist is obliged under the agreement to provide a form of data security, such security will comply with the security specifications as agreed in writing between the parties. The Online Scientist never guarantees that the data security is effective under all circumstances.

ARTICLE 10 - TERMINATION, SUSPENSION, ONTBINDING AND PREMATURE CANCELLATION OF THE AGREEMENT

1. The client is responsible for terminating the Account in accordance with the terms and conditions agreed between the client and the registrar. Cancellation will be given by email to info@theonlinescientist.com, stating "Termination hosting" in the subject line of the email and the customer account ID and/or account name in the body of the email.
2. Termination of a subscription can take place after all outstanding claims of The Online Scientist against the client have been paid, up to a maximum of 30 days before the renewal date.
3. The Online Scientist is authorised to suspend the fulfilment of its obligations or to terminate (*ontbinden*) the agreement immediately and with immediate effect, if:
 - a) the client fails to fulfil its obligations under the agreement;
 - b) after conclusion of the agreement, The Online Scientist learns of circumstances that give cause to fear that the client will not fulfil its obligations;
 - c) the client is requested at the time of conclusion of the agreement to provide security for the fulfilment of its obligations and requested security is not provided or is insufficient;
 - d) delay on the part of the client means that it can no longer be required of The Online Scientist to execute the agreement under the conditions originally agreed;
 - e) circumstances arise which are of such a nature that execution of the agreement (in its original form) cannot reasonably be required of The Online Scientist.
4. If the termination (*ontbinding*) is attributable to the client, The Online Scientist will be entitled to the compensation of damages, including costs, arising either directly or indirectly therefrom.
5. If the agreement is terminated, The Online Scientist's claims against the client are immediately due and payable. If The Online Scientist suspends the fulfilment of its obligations, it will retain its claims under the law and the agreement.
6. If The Online Scientist suspends or terminates (*ontbinden*) the agreement on the grounds referred to in this article, it will not be obliged under that heading to compensate any damages and costs resulting therefrom, while the client will pay compensation on grounds of attributable failure.
7. In the event of liquidation, of (application for) suspension of payment or bankruptcy, of attachment - if and insofar as the attachment has not been lifted within three months - at the expense of the client, of debt rescheduling or any other circumstance as a result of which the client can no longer freely dispose of its assets, The Online Scientist is free to terminate the agreement immediately and with immediate effect, or to cancel the agreement, without any obligation on its part to pay any compensation for damages. In that case, The Online Scientist's claims against the client are immediately due and payable.

ARTICLE 11 - LIABILITY AND EXPIRY TERM

1. The Online Scientist accepts no liability for consequential or indirect loss. Any liability of The Online Scientist is limited to EUR 500.
2. All claims of the client will lapse twelve months after the work to which these claims relate has been carried out.

ARTICLE 12 - INDEMNIFICATION

1. The client indemnifies The Online Scientist against all third-party claims, including the costs of legal assistance, related to the execution of the agreement.
2. If The Online Scientist is held liable by third parties, the client will assist The Online Scientist both in and out of court and will immediately take all measures that may be expected of it in that case.

ARTICLE 13 - FORCE MAJEURE

1. The Online Scientist accepts no liability in case of force majeure and is not obliged to fulfil any obligation towards the client if it is hindered due to force majeure.
2. Alongside the meaning given thereto in the law and case law, force majeure within the context of these general terms and conditions is understood as all external causes, foreseen or not foreseen, on which The Online Scientist cannot exert any influence, but as a result of which The Online Scientist is unable to fulfil its obligations. Force majeure includes in any event: illness of The Online Scientist personnel, war or similar situations, riots, terrorism, industrial action, strike, occupation, blockade, failure of The Online Scientist suppliers, government measures such as a transport ban, natural disasters, bad weather, lightning strikes, fire, company and technical failures within the office of The Online Scientist, as well as the non-functioning or downtime of websites hosted by The Online Scientist via the external provider. The Online Scientist is also entitled to invoke force majeure if the circumstance preventing (further) (remote) execution of the agreement occur after The Online Scientist should have fulfilled its obligation.
3. The Online Scientist is entitled in the event of force majeure to suspend the obligations arising from the agreement free of charge during the period of force majeure.

ARTICLE 14 - OTHER CONDITIONS

1. The Online Scientist endeavours to perform the maintenance of its services as much as possible within set maintenance times between 22:00 and 00:00 hours. The Online Scientist nevertheless reserves the right to perform emergency maintenance at deviating times.
2. The client will not use the services of The Online Scientist for posting or sending unsolicited content/email (spam).
3. If The Online Scientist discovers that a WordPress site of the client on the platform of The Online Scientist has been hacked (including: victim of malware, virus, spam, deface, DDOS), The Online Scientist reserves the right to take appropriate measures, including, but not limited to, de-installing the relevant WordPress installation, de-installing plugins or disconnecting domain names, in order to further spread on and/or damage to the platform of The Online Scientist. The Online Scientist will subsequently inform the client about the measures taken. The client will compensate The Online Scientist for the costs of the measures taken by The Online Scientist.

ARTICLE 15 - FINAL PROVISION AND APPLICABLE LAW

1. All agreements and legal relationships between The Online Scientist and the client are governed by Dutch law.
2. All disputes between the client and The Online Scientist will be submitted to the competent court in Amsterdam, without prejudice to the right of The Online Scientist to submit a dispute to any other competent court.