General Terms & Conditions STRIKE Group BV

1. STRIKE's solutions

1.1. STRIKE Group B.V. ("STRIKE") offers services in the field of dataquality in the broadest sense and scope of the wording. STRIKE helps organisations to maximize their return on the use of their data by disclosure, analysis and making use of the insights gained from these processes.

1.2. These general terms and conditions are applicable to all offers, quotations, commissions or assigments from or to STRIKE or any other agreement between STRIKE and Client regarding dataquality and datainsights.

2. Entering into agreement

2.1. An offer or quotation of STRIKE is without obligation. If no other term is explicitly mentioned, the offer or quotations is valid for 30 days.

2.2. An agreement is to be considered into place after a written confirmation is received by STRIKE, or, when missing a confirmation, at the moment of execution by STRIKE of the services to be rendered, such at the discretion of STRIKE.

2.3. After checking of the confirmation by Client on correctness and completeness, the confirmation and/or agreement with STRIKE is binding and in effect.
Client will give notice to STRIKE of any remarks or inaccuracies within five (5) workdays, in writing or as per email.

2.4. Client can request to change an already assigned order of services
A change is only considered agreed if STRIKE has confirmed it in writing or by email. STRIKE can adjust the previously agreed prices and conditions for changes to an existing assignment or agreement and will inform the Client about this in advance.

3. Pricing

3.1. Prices and rates are exclusive of VAT and other levies, unless agreed otherwise in writing

3.2. Any price increases imposed on STRIKE by third-party suppliers during the execution of an assignment can be passed on to the Client. STRIKE will inform the Client as soon as possible about such price increases, after which the Client can decide whether or not to continue to purchase the service.

3.3. Agreed prices can be adjusted by STRIKE annually on 1 January on the basis of the Consumer Price Index (CPI) as determined for the month of the year preceding that date, as determined by CBS, unless the parties have agreed otherwise in writing.

4. Invoicing and payment

4.1. The payment term for invoices from STRIKE is 14 days after the invoice date, unless otherwise agreed in writing.

4.2. Immediately after the conclusion of an agreement, STRIKE can invoice in whole or in part, unless agreed otherwise in writing.

4.3. If the invoice amount is not correct according to the Client, the Client will respond to STRIKE in writing within 5 working days after the invoice date.

4.4. If an invoice has not been paid within the agreed term, STRIKE's claim becomes immediately due and payable and STRIKE is entitled to reimbursement of all reasonable judicial and extrajudicial costs that STRIKE incurs in that regard and, in addition, the statutory commercial interest on the amount owed by the Client from the first day that the payment term has expired.

4.5. If a payment is late, or if payment is not made, STRIKE has the right to (i) suspend the (further) fulfillment of its obligations under the agreement with the Client until full payment of the outstanding claims has been made; and (ii) to retain goods and/or files that have been made available to STRIKE by the Client and to suspend the delivery thereof until all payment obligations have been met.

4.6. The Client is not entitled to suspend or set off payment of amounts due.

4.7. STRIKE may ask the Client to provide adequate security, such as a (full or partial) advance payment before STRIKE provides its services (further) to the Client.

5. Termination

Except with the express written consent of STRIKE, the Client cannot prematurely terminate or cancel the assignment and/or agreement. If STRIKE agrees to premature termination of the agreement or cancellation of a confirmed order, STRIKE will receive a proportional compensation from the Client for the costs incurred up to that point, including a reasonable compensation for lost profit.

6. Dissolution / Premature termination

In the event that:

a) a party - despite proper written notice of default - cannot, cannot properly or not timely fulfill the obligations under the agreement between the parties, and/or;

b) there is bankruptcy, suspension of payment or placement under guardianship, liquidation and/or attachment of a significant part of the assets of a party,

the other party may, without any obligation to pay compensation, dissolve the agreement in whole or in part, or suspend further performance of the agreement.

7. Duration / prohibition of transfer

7.1. An agreement applies for the duration of the assignment and ends upon completion of the assignment.

7.2. If no further term has been agreed in writing, and the agreement provides for periodic work and/or provision of services by STRIKE, the agreement will be valid for an indefinite period. An agreement for an indefinite period can be terminated by both parties with a notice period of three (3) months, unless otherwise agreed in writing.

7.3. Subject to explicit written permission from STRIKE, the Client is not permitted to transfer rights and/or obligations under the agreements concluded with STRIKE in whole or in part to third parties. If STRIKE agrees to such a transfer at the request of the Client, STRIKE may attach conditions to the consent.

8. Liability

8.1. The parties will make every effort to properly comply with the agreement.

8.2. In the event of an attributable shortcoming in the fulfillment of an obligation under the agreement, one party will give the other party written notice of default, in which the negligent party will be given a reasonable period of time to still fulfill its obligations.

8.3. The parties will provide each other with the cooperation that is necessary to enable one party to investigate a shortcoming reported by the other party and, if desired, to rectify it where possible.

8.4. The liability of the parties is limited:

8.4.1. Liability of a party for indirect damage, including but not limited to consequential damage, lost profit, lost savings, damage due to business interruption and/or damage to image is excluded.

8.4.2. Direct damage, which is the direct result of a shortcoming attributable to the other party, will be compensated by the other party. This damage is limited to the net invoice amount with regard to the delivery and/or services performed from which the possible damage arose and which invoice amount has actually been paid to STRIKE. In any case, direct damage does not include the costs of printing, shipping costs and other costs necessary for the distribution of (marketing) information.

9. Force majeure

9.1. If a party is unable to meet its obligations due to force majeure, those obligations will be suspended for the duration of the force majeure situation. If the force majeure situation lasts longer than 3 months, both parties have the right to dissolve the agreement in whole or in part in writing.

9.2. In the event of force majeure, the Client is not entitled to any (damage) compensation.

9.3. STRIKE will inform the Client as soon as possible of an (expected) force majeure situation.

10. Services rendered by STRIKE

10.1. STRIKE makes every effort to perform its services to the best of its knowledge and ability, in accordance with the agreements made with the Client. The Client is responsible for the manner in which use is made of the services and advice provided by STRIKE.

10.2. STRIKE will perform the work at its own discretion, whether or not by engaging third parties. This option is without prejudice to the provisions of any processing agreement between the parties regarding the engagement of any sub-processors.

10.3. Unless agreed otherwise in writing, the service is charged on the basis of the number of calls to STRIKE's system in combination with or on the basis of hours spent. If it has been agreed that the services will be provided by a specific person, STRIKE is always entitled, after consultation with the Client, to replace this person with one or more other persons with (similar) qualifications. The Client will cooperate in the performance of the services requested from STRIKE and will make any necessary supplies available to STRIKE for this purpose.

10.4. Any specified delivery times are an indication and not a strict deadline.

10.5. If the Client would like an assignment to be carried out faster or more work to be performed, STRIKE may, at its own discretion, comply with that request under additional conditions such as an adjustment of the agreed prices.

10.6. Any defects or complaints about the execution of an assignment by STRIKE must be made known to STRIKE by the Client in writing and with reasons within eight days after the execution of the assignment, failing which the Client will lose its claim to alleged defects and STRIKE will be deemed to have delivered what is agreed with the Client.

10.7. If a complaint is justified in the opinion of STRIKE, STRIKE will still perform the services and/or deliver the data as previously agreed, unless this has become demonstrably pointless for the Client and the Client has confirmed this in writing or by email. In that case, the parties will jointly look for a different solution.

11. Processing agreement and confidentiality

11.1. If an assignment or agreement with regard to services by STRIKE entailing that personal data is processed by STRIKE for which the Client is the 'controller' as referred to in the General Data Protection Regulation (GDPR), STRIKE will comply with the legal obligations as they apply to 'processors' as referred to in the GDPR and an additional processing agreement is concluded between the parties.

11.2. STRIKE will strictly follow any instructions from the Client regarding the processing of personal data for which the Client is "responsible".

11.3. The parties will treat confidential information from each other, including the data of STRIKE and the Client, as well as personal data, (background) information about the (structure of the) services of the other party, including methods, systems, strategies and working methods. They take the greatest possible care in doing so and will not disclose confidential information to third parties in any way. Employees of the parties have an equal obligation to treat confidentially any information that is recorded in writing. This duty of confidentiality continues after the end of an assignment.

11.4. In the event of a violation of the provisions of this article, the infringing party, after notice of default, will owe a fine of € 10,000 for each violation and € 750 for each day that the violation continues, regardless of all other rights of the other party to fulfillment, dissolution, and additional compensation.

12. Data Protection

12.1. STRIKE has an information security policy.
12.2. Only the secure transfer environment of STRIKE is used for the transmission of (personal) data, unless agreed otherwise in writing with the Client. STRIKE is not responsible for the consequences of sending or transporting data to be processed and results obtained if this is sent in a different manner on the instructions of the Client.
12.3. For the possible storage of (personal) data, only the secure environment of STRIKE in the Netherlands is used, unless agreed otherwise in writing with the Client.
12.4. Personal data for which the Client is responsible will be deleted after 3 months after termination of the assignment, unless agreed otherwise in writing with the Client.
12.5. STRIKE can provide the Client with login details (such as a password) for access to a secure transfer environment. These login details are strictly personal and the Client will keep these details secret. The Client will take the necessary (contractual) provisions for this purpose, including but not limited to imposing an obligation on its employees to keep the login details obtained secret..

13. Trusted (third) parties

13.1. For questions about the processing of personal data, the Client can contact STRIKE's privacy officer and/or STRIKE's data protection officer who is registered with the Dutch Data Protection Authority.
13.2. At the request of one or more clients, STRIKE can receive (personal) data and match it with each other. STRIKE guarantees that one party will not gain access to data of the other party and will enter into a multi-party agreement upon request if desired.

14. Data services

14.1. STRIKE offers services and solutions as a result of which data is made available to it that includes personal data - data that can be traced back to an individual natural person.
14.2. "Data" means all data from STRIKE or which STRIKE can use.

15. Rights of Use of Data

15.1. The Client is only entitled to use the Data for the purposes agreed in writing with STRIKE. Use of the Data is only permitted by the Client itself, unless agreed otherwise in writing.
15.2. STRIKE makes every effort to keep the Data correct and up to date. In order to prevent the use of incorrect data, the Client is obliged to always use the most recent Data and any software made available by STRIKE in its applications. The Client indemnifies STRIKE against any damage or claims resulting from the use of outdated Data and/or software from STRIKE.
15.3. Other than when data is used for data quality purposes, the Client is not entitled to include Data, whether or not processed, in full in its own files or databases, unless expressly agreed otherwise in writing.
15.4. The Client acknowledges that STRIKE is the controller with regard to its Data insofar as it concerns personal data.
15.5. The Client is also responsible for the processing and is therefore responsible and liable for the purposes and manner of use of the Data and the personal data contained therein and/or knowledge insights based thereon and the provision of information about this to those involved. The Client indemnifies STRIKE against claims from third parties, including the supervisory authorities, insofar as these are the direct result of an incorrect basis used by the Client for processing or inadequate information provision to those involved.
15.6. At the end of the agreed period of use and at any first request from STRIKE (for example as a result of changed legislation or a changed view of a regulator, in the opinion of STRIKE), the Client will immediately destroy or remove the personal data contained in the Data from its systems.
15.7. With regard to the use of the (supplied) Data, the Client is only entitled to deviate from the provisions of this agreement and conditions, after express written confirmation from STRIKE. For every deviation from the agreed use observed by STRIKE, the Client owes an additional (use) fee, based on the nature and scope of the additional or non-agreed use..

16. Intellectual Property

16.1. STRIKE is the owner of all intellectual property rights, including database rights and copyrights, to all Data, any software and (SaaS) services or otherwise, which it uses for or makes available to the Client under the agreement. The Client will prevent those property rights of STRIKE from being limited or nullified in any way, or from being encumbered or encumbered with the rights of third parties.
16.2. STRIKE guarantees that no copyright or other intellectual property right of third parties is infringed and indemnifies the Client against any claims from third parties in this regard.

16.3. Subject to the user rights expressly granted to the Client in writing, the Client is not entitled to copy or otherwise multiply, publish or exploit goods, data, software, services provided or results of services made available to the Client by STRIKE, otherwise than for the agreed use as laid down in terms of use and/or in a further agreement. Insofar as the goods made available consist of data or data files, these may not be "requested" or "re-used" within the meaning of the Dutch Databases Act, except insofar as this is necessary to realize the agreed use of those data or data files. The foregoing restrictions do not affect the rights of the Client arising from Articles 45j and 45k of the Dutch Copyright Act (the permitted personal use for back-up and archiving purposes).

16.4. Any data supplied by the Client remains with the Client, as do the intellectual property rights resting thereon. The Client guarantees that no copyright or other intellectual property right of third parties is infringed and indemnifies STRIKE against any claims from third parties in this regard.

16.5. All information, methods, formulas, techniques, systems, etc. are and remain intellectually and physically (as applicable) the property of STRIKE. These terms and conditions or any concluded agreement to which these terms and conditions apply do not have the transfer of any property rights as their subject. STRIKE indemnifies the Client against claims from third parties with regard to intellectual property rights of these third parties on the materials and data provided by STRIKE.

16.6. Without the prior written consent of the other party, the parties are not permitted to use logos, brands, trade names or other intellectual property of the other party in communications (such as advertisements and other advertising messages) with third parties.

17. Checking

17.1. The Client declares that it is aware that any delivery of Data, whether or not containing (email) addresses/files, control addresses or characteristics may be added. These control addresses or attributes can be added by both STRIKE and the file owner in question. Such control addresses or characteristics are added for the protection of the Data, in order to be able to control the way in which the Data is used. Misuse and/or use of the Data in violation of what has been agreed upon is deemed to have been demonstrated at all times, if this can be made plausible on the basis of the control addresses or characteristics explicitly designated as such by STRIKE and/or the file holder and is conclusive evidence.

17.2. As 'responsible' as referred to in the GDPR with regard to the Data, STRIKE is authorized to periodically check (or have performed) an inspection of the use and the security processes used by the Client of the Data provided or used by STRIKE. The Client will provide the necessary cooperation for this purpose and, among other things, provide insight into the actual use of the Data by the Client and the security procedures and protocols used. STRIKE will inform the Client in writing (or by email) 4 weeks prior to the inspection and indicate which information the Client would like to see.

17.3. STRIKE will treat information obtained from an audit confidentially and keep it secret and will not share it with third parties in any way. If and insofar as inspection of the security procedures of the Client poses an unacceptable risk to that security in the opinion of the Client, the Client can suffice with a more general description of the security measures taken.

18. Dataleak

If and insofar as unauthorized third parties breach the security of the Client's systems through which access has been or has been made to STRIKE's Data, which has serious adverse consequences for the protection of the processed personal data, the Client will inform STRIKE accordingly. as soon as possible after discovery, so that STRIKE can comply with its obligation to report to regulators and data subjects. The Client will then contact STRIKE's privacy officer.

19. Miscellaneous

19.1. Client and STRIKE enter into a partnership with each other. In the event of a dispute, a solution will always be sought in consultation. If it is not possible to reach a mutual solution within 14 days after a dispute arises, the dispute will be submitted to the management of both parties, who will then try to reach a mutual solution. If a solution is not forthcoming within 4 weeks after a management meeting, the dispute can be submitted to the competent court, unless the parties agree on another form of dispute resolution.

19.2. Any claims lapse after one year after delivery or performance of a service.

19.3. Legislative changes or changing views of regulators can be a direct reason for parties to change (provisions in) the agreement and/or these conditions. The parties will then agree on an amendment that does as much justice as possible to the intentions of the provisions in the agreement and/or these terms and conditions, without prejudice to the other provisions of these terms and conditions.

19.4. The applicability of general terms and conditions of the Client is expressly rejected by STRIKE.

19.5. In case of disagreement about the amount that the Client owes STRIKE, the administrative data (including log files) of STRIKE are decisive, unless irrefutable written evidence to the contrary is provided by the Client.

19.6. Dutch law applies to all legal relationships between STRIKE and the Client and all disputes that may arise therefrom.

19.7. Any disputes will be submitted to the competent court in Utrecht, the Netherlands.

19.8. Changes to these provisions only apply if agreed in writing and signed by both parties.