

## General terms and conditions – Legalsense

Version 2018-01; last amended on 17 January 2018

### Clause 1. Definitions

Capitalized terms are defined as set out in this clause and have the same meaning in the singular and plural.

1. **Account:** a personal right to access a user interface which allows the Client to use, manage and configure (certain aspects of) the Services.
2. **General Terms and Conditions:** these general terms and conditions.
3. **Services:** the products and/or services that Legalsense will provide to the Client pursuant to an Agreement.
4. **Intellectual Property:** all intellectual property rights and related rights, including but not limited to copyrights, database rights, rights to domain names, trade name rights, rights to knowhow, trademark rights, design rights, neighboring rights and patent rights.
5. **Client:** every legal entity or natural person acting in the practice of a profession or operation of a business and with whom Legalsense concludes an Agreement, or to whom Legalsense makes an offer. This also refers to any person or party who enters into or has entered into negotiations with Legalsense in relation to an Agreement, as well as his/her/its representative(s), authorized agent(s), successor(s) in title and heir(s).
6. **Materials:** all works, such as website and (web) applications, software, corporate identities, logos, advertisements, concepts, illustrations, texts, documentation, advice, reports and other intellectual products, as well as preparatory Material for such work and (whether coded or not) files or data carriers on which the Materials are located.
7. **Legalsense:** Legalsense B.V. domiciled at Oorsprongpark 1 in Utrecht and entered in the commercial register of the Chamber of Commerce under number 58081186.
8. **Agreement:** agreement(s) between the Client and Legalsense on the basis of

which Legalsense provides its Services to the Client and of which the General Terms and Conditions constitute an inextricable part.

9. **Written/In Writing:** written or printed on paper, or in an email or fax communication, provided the sender's identity and integrity of the content are sufficiently established.
10. **Service Level Agreement:** a (supplementary) agreement between Legalsense and the Client in which specific agreements are made on the level of service provision.
11. **Website:** Legalsense's website, which can be reached via the domain [www.legalsense.nl](http://www.legalsense.nl), or subdomains and other domain extensions that belong to Legalsense.

### Clause 2. Applicability of the General Terms and Conditions

1. The General Terms and Conditions apply to all offers from and agreements with Legalsense.
2. Provisions or conditions stipulated by the Client which deviate from or do not appear in the General Terms and Conditions are only binding for Legalsense if and to the extent they have been established in consultation with Legalsense and have been explicitly accepted by Legalsense in Writing.
3. If an Agreement is established, the Client acknowledges that it has read and agrees to the General Terms and Conditions.
4. The applicability of any general, purchasing or other conditions of the Client is hereby explicitly rejected.

### Clause 3. Establishment of the Agreement

1. An Agreement is established between Legalsense and the Client as the result of the Client accepting an offer from Legalsense. The Client can also request Services directly from the Website. In that case, the Agreement is established at the moment the email from Legalsense (automatically generated or otherwise) is

sent containing the confirmation and acceptance of the request.

2. In deviation from the provisions in article 6:225 (2) of the Dutch Civil Code, Legalsense is not bound by a potential Client's acceptance of an offer from Legalsense which deviates from the original offer.
3. An offer is obligation-free and valid for 14 days. If the offer or accompanying letter contains a different term of validity, this different term of validity applies.
4. Legalsense has the right to refuse a Client at its own discretion without reporting a reason.
5. The Agreement is in effect from the moment at which a notice containing the Client's acceptance of Legalsense's offer is received by Legalsense.
6. In the event of contradiction between provisions in the Agreement, General Terms and Conditions or appendices to these documents, the following ranking applies:
  - a. any Service Level Agreement;
  - b. any processing agreement;
  - c. the Agreement;
  - d. the General Terms and Conditions.

#### **Clause 4. Cooperation from the Client**

1. The Client is required to do everything and refrain from anything as is reasonably desirable and necessary to facilitate correct and timely performance of the Services. In particular, the Client must ensure that Legalsense is supplied in a timely manner with all details which Legalsense indicates it needs or which the Client should reasonably understand to be necessary for the performance of the Services. Any time period in which Legalsense must perform the Agreement does not start until after all the details that have been requested and which are required have been received by Legalsense.
2. The Client acknowledges that Legalsense applies strict internal planning. If Legalsense cannot perform certain activities for the Client because the Client was too late in supplying the information required, the Client will lose the work time reserved for it. Legalsense will not schedule the work activities until the

Client has supplied the required information. The Client acknowledges that in this case, it could be several weeks before Legalsense again has the capacity to perform the particular work activities.

3. The Client is responsible for the use and application of the Services within its organization and for the control and security procedures and adequate system management.
4. If the Client knows or can suspect that Legalsense will have to take certain (extra) measures in order to be able to satisfy its obligations, the Client will notify Legalsense of this without delay. This obligation applies, for instance, if the Client knows or should foresee that an extraordinary peak in the load on Legalsense's systems will occur, which could in all likelihood cause the Services to be unavailable.

#### **Clause 5. Delivery periods**

1. After the Agreement has been established, Legalsense will endeavor to perform the Services as expeditiously as possible and in accordance with the Agreement, observing sufficient care and professionalism.
2. The delivery periods cited by Legalsense are set to the best of its knowledge, but any time periods cited by Legalsense are only indicative and will not be regarded as deadlines, unless the parties explicitly deviate from this provision in Writing.
3. If the Client does not reject the delivered work within seven days after delivery, the delivered work is regarded as accepted.
4. If a deadline has explicitly been agreed on between the parties and Legalsense fails to comply with this obligation, then Legalsense owes a fine equal to 10% of the invoice price for the particular performance.

#### **Clause 6. Account**

1. Legalsense will give the Client access to one or more Accounts if necessary for the performance of the Agreement. Every Account is linked to a natural person and will be accessible by entering identification and verification details (login details).
2. Accounts may not be shared between natural persons and it is prohibited to share the login details for the Services

- with third parties without permission from Legalsense.
3. The Client is responsible for the use of the Accounts and for ensuring that it and the persons to whom it provides an Account, such as any employees of a Client, maintain the secrecy of the particular login details. The Client guarantees that it and the persons to whom it provides an Account are aware of the rules contained in clause 9.
  4. Every action performed via the Client's Account or via an Account created by the Client is regarded as taking place under the responsibility of the Client and at the Client's risk. If the Client suspects or should reasonably suspect or know that an Account has been/is being abused, the Client must notify Legalsense of this as quickly as possible so that the latter can take measures.
  5. The Client and its employees, if applicable, are required to log in only via a secure (non-public) network.
- particular third parties apply, the conditions stipulated by these third parties apply to the Client, provided Legalsense has informed the Client of this. The Client accepts the third-party conditions referred to here and Legalsense will send the Client the particular conditions at the latter's request.
6. The Client is not permitted to remove or alter any designation concerning copyrights, trademarks, trade names or other Intellectual Property rights on the Materials.
  7. The Client hereby gives Legalsense the right to store all Materials disseminated by the Client via Legalsense's systems, or pass these Materials on in the manner deemed appropriate by Legalsense, however exclusively to the extent this is reasonably necessary for Legalsense's compliance with the Agreement.
  8. If Legalsense provides certain software 'on premises', the Client's right to use the software exclusively consists of the non-transferable and non-exclusive right, which cannot be sub-licensed, to load and run the software. The creation of a spare copy as referred to in section 45k of the Copyright Act is not regarded as necessary by either the Client or Legalsense for the envisioned use and is therefore not permitted.
  9. The Client is not permitted to hand over, let out, grant restricted rights to or in any way make available to third parties the aforementioned software and (information) carriers on which it is recorded (such as hard disks).

#### **Clause 7. Intellectual Property rights**

1. All Intellectual Property rights to all Materials developed or made available by Legalsense in the context of the Agreement are held exclusively by Legalsense or its licensors.
2. Nothing in the Agreement aims to effect the whole or partial transfer of Intellectual Property rights. Intellectual Property rights can only be transferred to the Client if this is explicitly stated in the offer or Agreement.
3. The Client exclusively acquires the non-transferable, non-exclusive right, which cannot be sub-licensed, to use the Intellectual Property made available by Legalsense to the extent this ensues from the purport of the Agreement.
4. Legalsense guarantees that it holds the rights to provide the Services to the Client. The Client guarantees that no third-party rights are opposed to Legalsense's storing of data or the provision of data to Legalsense otherwise. The Client indemnifies Legalsense against any claim based on the allegation that the storage or provision of the data infringes any third-party right.
5. If Legalsense makes third-party Materials available to the Client, to which additional or different conditions stipulated by the

10. Legalsense will not provide the Client with the source code to the software it has developed.
11. The Client accepts the aforementioned software in the condition in which it is at the time of delivery.

**Clause 8. Availability and support**

1. Legalsense will endeavor to realize uninterrupted availability of its systems and networks and access to the data stored by Legalsense. Legalsense does not give any guarantees, however, about the availability of its systems or networks or the access to data, unless otherwise agreed in a Service Level Agreement.
2. Legalsense will endeavor to keep the software and firmware it uses up to date. Legalsense depends on its supplier(s) for this, however. Legalsense has the right to decide not to install certain updates or patches if it believes this would not be conducive to correct provision of the Service or would not be to the Client's advantage.
3. Legalsense has the right to (temporarily) deactivate or limit use of its system - without prior notice - to the extent this is reasonably necessary for the maintenance or modification of the system. The Client is not entitled to damage compensation in such cases.
4. Legalsense is entitled at all times to change the systems it uses to provide the Services.
5. Legalsense will endeavor to provide the Client with a reasonable level of support in the form of answering user questions via email or another manner provided on the Website.
6. If Legalsense is asked to provide support with configuring specific settings or modifications, or if Legalsense must perform repairs/restore work because of user errors, inexpert use or other causes attributable to the Client, Legalsense can charge its regular (hourly) rates for this.
7. After delivery, Legalsense will charge its support rate for user questions, unless other arrangements in this respect have been laid down in the agreement.

**Clause 9. Use, misuse and notice and takedown**

1. If agreed, the Client will adhere to the limits set for disk space and data traffic. If the Client exceeds the limits, or if the Client disproportionately overloads Legalsense's system, Legalsense has the right to limit or suspend access to Legalsense's system. Legalsense also has the right to charge the Client the costs of the excess.
2. The Client guarantees that the Services will not be used for activities that violate any provisions of Dutch law or other applicable legislation or regulations. The Client must refrain from making unauthorized use of the Services and will conduct itself in accordance with what Legalsense can expect of a careful user of the Services.
3. If, in Legalsense's opinion, there is inconvenience, damage or another danger posed to the functioning of the computer systems or network of Legalsense or third parties and/or of the service provision via internet, in particular because of (D)DOS attacks, poorly secured systems or the activities of viruses, Trojans or similar software, Legalsense has the right to take all measures it reasonably deems necessary to fend off or prevent this danger. Legalsense may recover from the Client the costs reasonably necessary in connection with these measures if the Client can be blamed for the cause.
4. If Legalsense receives a complaint about the Client's violation of this clause, Legalsense will notify the Client as quickly as possible about the complaint or violation. The Client will respond as quickly as possible, after which Legalsense will decide how to proceed. Legalsense will not notify the Client of the complaint or violation if Legalsense does not have the right to do so on the basis of applicable legislation and regulations or instructions from investigative authorities.
5. If Legalsense is of the opinion that there is a violation, it will block access to the particular Material, without definitively deleting this Material, however (unless

this proves technically impossible, in which case Legalsense will make a back-up). Legalsense will make every effort not to affect any other Materials. Legalsense will notify the Client as quickly as possible about the measures taken.

6. Legalsense is entitled at all times to file a report if it has ascertained any criminal offenses. Legalsense also has the right to release the name, address and other identifying details of the Client to a third party that complains that the Client is infringing its rights or these General Terms and Conditions, provided the accuracy of that complaint is reasonably adequately plausible and the third party has a clear interest in the details being released.
7. Although Legalsense strives to act as reasonably, carefully and adequately as possible after complaints about the Client, Legalsense is never required to compensate damage as the result of measures as referred to in this clause.

#### **Clause 10. Retention of ownership**

1. Any items that Legalsense supplies in the context of the Agreement remain the property of Legalsense until the moment at which the Client has properly satisfied all its payment obligations to Legalsense.
2. None of the items supplied by Legalsense which fall under the retention of ownership in the previous paragraph of this clause may be resold by the Client, used as means of payment, pledged or otherwise encumbered.
3. The Client must do everything that can be reasonably expected of it to secure Legalsense's ownership rights. If a third party wants to levy attachment or have attachment levied on items delivered subject to retention of ownership, or wants to establish or enforce rights thereon, the Client will notify Legalsense of this immediately.
4. The Client gives explicit and unconditional permission in advance to Legalsense and third parties to be designated by Legalsense to enter the areas where Legalsense's property is located and to recover the items if the Client does not satisfy its payment obligation.

#### **Clause 11. Additional work and custom service**

1. The Client can ask Legalsense to perform work that does not fall within the Agreement. The Client will pay Legalsense the costs for such (additional) work in accordance with the (hourly) rates charged at that point by Legalsense. Legalsense is never required to honor this kind of request for additional work. If Legalsense is willing to honor a request from the Client for additional work, Legalsense can stipulate conditions for this.
2. The Client accepts that any delivery periods may be affected by additional work as cited in the first paragraph of this clause. In the event of additional work, any agreed delivery periods also cease to have effect.
3. If Legalsense decides to perform additional work (as referred to in the first paragraph of this clause) free of charge, Legalsense always maintains its own planning and Legalsense itself decides when the additional work is delivered.
4. The acceptance of additional work in no event suspends the Client's payment obligation.
5. After performing any additional work or parts thereof, Legalsense will deliver the result of such work when, in its professional opinion, this work satisfies the specifications or is suitable for use. Within one week after delivery, the Client must evaluate the delivered work and approve it or reject it in Writing. If the Client does not reject the delivered work within this period, the delivered work is regarded as accepted.
6. If the Client rejects part or all of the delivered work, Legalsense will endeavor to eliminate the reason for the rejection as quickly as possible. Legalsense can do this by revising the result or providing a reasoned explanation of why the rejection reason is not valid. The Client then has one more week in which to approve or reject the revision or explanation.

7. If the Client still rejects all or part of the work after the revision or explanation, Legalsense has the right to charge additional costs for all subsequent revisions. If a party indicates that it does not believe there is any point in further revisions, either party can cancel the Agreement for the particular Service. In that case, the Client will compensate all costs incurred by Legalsense. As a result, however, the Client is not permitted to use the rejected work in any way whatsoever.
8. After the delivered work has been accepted, any liability for defects in the delivered work lapses, unless Legalsense was aware of the defect or should have been aware of it at the moment of acceptance. In any event, all liability for defects lapses after one year has passed after termination of the Agreement for any reason whatsoever.

**Clause 12. Prices**

1. Unless explicitly stated otherwise in relation to an amount, all prices cited by Legalsense are denominated in euros, excluding turnover tax (VAT) and other government levies.
2. If a price was based on information provided by the Client and this information proves to be incorrect, Legalsense has the right to adjust the prices accordingly, even after the Agreement has already been established.
3. If the Agreement is a continuing performance contract, Legalsense has the right at all times to adjust the prices charged with due observance of a period of 30 days after the proposed change is announced to the Client by electronic message. In the event of a price increase, the Client has the right to cancel the Agreement. If the prices charged are increased within a maximum of 5% or with reference to the relevant price index of the CBS, the Client is not permitted to cancel the particular Agreement.

**Clause 13. Payment conditions**

1. Legalsense will send an electronic invoice to the Client for the sum owed by the Client and the Client will pay this invoice in euros and on time.
2. The Client will inform Legalsense as soon as possible, but in any event within 15 days, if it believes that an invoice is incorrect. If the Client objects to (the amount of) an invoice, this does not suspend its payment obligation.
3. The payment term for an invoice is 15 days from invoice date, unless stated otherwise on the invoice. If an amount owed is not paid or not paid within the payment term, the Client immediately owes the statutory interest for commercial transactions on the outstanding amount, without notice of default being required for this.
4. If the Client has not paid the amount owed within 15 days of the date of a payment reminder or notice of default, the Client is in default. In addition to the consequences stemming from the law and case law, this also has the following consequences:
  - a. Legalsense can pass the claim on to another party. In addition to the amounts owed, the interest owed on those amounts and any reminder costs, the Client is also required to pay in full any extrajudicial and judicial collection costs, including the costs of lawyers, legal experts, bailiffs and collection agencies.
  - b. Legalsense is entitled to partially suspend the Services, which also includes the blocking of one or more functions that constitute part of the Services.
  - c. If the aforementioned partial suspension does not result in payment in full of the outstanding amounts within five working days, Legalsense has the right to terminate or fully suspend the performance of the Agreement or any portion thereof not yet performed, without (further) warning or court intervention, until the outstanding amounts, interest and the like have been paid, without

- being liable for any damage that may arise for the Client as a result.
5. A claim for payment is immediately due and payable if the Client is declared bankrupt, applies for a moratorium on payments or the Client's entire assets are attached, as well as if it goes into liquidation or is dissolved.
  6. Legalsense always has the right to demand -
    - before performing the Agreement or continuing performance - that the Client furnish adequate security that it can and will satisfy its payment obligations.
  7. Legalsense has the right to set off all sorts of claims on the Client with all sorts of claims that the Client has on Legalsense. The foregoing applies regardless of whether the claims are due and payable. The Client is not entitled to set off amounts received or owed.
- e. the receiving party shares with a third party on grounds of a statutory obligation.
  3. The obligations in relation to secrecy remain in existence even after termination of the Agreement for any reason whatsoever, for as long as the party that provides the information can reasonably claim the confidential nature of the information.
  4. If, when providing its Services, Legalsense processes personal data, the Client guarantees to Legalsense that the processing of personal data does not infringe any third-party rights and is not unlawful in the sense of the applicable privacy legislation and regulations.
  5. The Client is itself responsible for complying with the applicable privacy legislation and regulations and will also be designated as the 'controller' in the context of this legislation and regulations. Legalsense will be designated as the 'processor' in the context of the applicable privacy legislation and regulations. To the extent required on grounds of the applicable privacy legislation and regulations, the Client will ensure that a processing agreement is concluded between the Client and Legalsense.
  6. If an amendment to the applicable privacy legislation and regulations requires this, the parties will make new agreements in this respect which are in line with this legislation and regulations.

#### **Clause 14. Confidentiality and personal data**

1. The parties will treat confidentially the information they provide to each other before, during or after performance of the Agreement if this information has been marked confidential or if it has been explicitly indicated in advance that it is confidential (hereafter: "Confidential Information"). The parties also impose this obligation on their employees as well as the third parties engaged by them for performance of the Agreement.
2. The obligation to observe secrecy does not apply for Confidential Information that:
  - a. is public or becomes public even without the receiving party violating its duty of secrecy;
  - b. was provided to the receiving party by a third party lawfully without any obligation to observe secrecy;
  - c. can be demonstrated to have been lawfully in the receiving party's possession even before receipt;
  - d. is contained in a Written document labeled by the other party as non-confidential;

#### **Clause 15. Liability**

1. Legalsense's total liability towards the Client on account of attributable failures in the compliance with an Agreement or otherwise, including unlawful act on the part of Legalsense, its employees or third parties engaged by it, is limited to compensation of direct damage.
2. Direct damage is defined exclusively as (a) the reasonable costs to determine the cause and size of the damage; (b) any reasonable costs incurred to ensure that Legalsense's defective performance answers to the Agreement, unless the defective performance cannot be attributed to Legalsense; (c) reasonable

- costs incurred to prevent or limit the damage, to the extent the Client demonstrates that these costs resulted in the direct damage being limited; and (d) the costs that the Client must incur in being forced to keep its old system operational for longer.
3. Notwithstanding the above paragraphs, Legalsense's liability for any other forms of damage is explicitly excluded.
  4. The maximum amount for which Legalsense can be liable is equal to the amount of the payments made by the Client to Legalsense in the 12 months prior to the date on which the damage-causing event occurred. In no event will the total compensation for direct damage exceed € 100,000, however.
  5. Any limitations of liability mentioned in the Agreement or General Terms and Conditions cease to have effect if and to the extent the particular damage is the result of intent or willful recklessness on the part of Legalsense's company management.
  6. Legalsense's liability on account of attributable failure in compliance with the Agreement only arises if the Client gives Legalsense Written notice of default immediately and properly, at the same time giving it a reasonable time period in which to remedy the failure, and Legalsense still fails attributable in complying with its obligations even after that time period has elapsed. The notice of default must contain as detailed as possible a description of the failure so that Legalsense is able to respond adequately.
  7. Subject to forfeiture of any right to damage compensation, the Client must report the damage to Legalsense in Writing as quickly as possible, but no later than within 14 days after it occurs.
  8. The Client indemnifies Legalsense against any third-party claims arising from the Client's breach of the Agreement.

**Clause 16. Force majeure**

1. Legalsense is not required to comply with any obligation if it is prevented from doing so by force majeure. Force majeure is understood in any event to include: internet disruptions or outages, hardware malfunctions, power disruptions, disruptions in (telecommunication) networks, network attacks (such as

SYNFlood or (D)DoS attacks), domestic unrest, transport gridlock, strikes, stagnation in supply, fire, flooding, import and export impediments, breakdowns that are beyond Legalsense's control and in the event that Legalsense cannot deliver because of its own suppliers, regardless of the reason for this, as a result of which compliance with the Agreement cannot reasonably be expected of Legalsense.

2. If a situation of force majeure has lasted more than 90 days, the parties have the right to cancel the Agreement in Writing with immediate effect. Whatever has already been performed pursuant to the Agreement will be settled on a prorated basis in that case, without the parties owing each other anything else.

**Clause 17. Term and termination**

1. If the term of the Agreement has not been set in the Agreement, it is regarded as having been entered into for the minimum term of twelve months and cannot be canceled in the interim.
2. An Agreement can be canceled in Writing with effect from the end of its term, with due observance of a notice period of at least three months.
3. If no Written notice taking the agreed notice period into account has been received, the Agreement will be renewed tacitly, each time for the term of the original period.
4. Legalsense may suspend or cancel the Agreement with immediate effect, in Writing, if at least one of the following special grounds applies:
  - a. the Client is in default of satisfying an essential obligation (such as payment);
  - b. the Client has violated the General Terms and Conditions;
  - c. the Client's bankruptcy has been applied for;
  - d. the Client has applied for a moratorium on payments;



- e. the Client's business is being terminated or liquidated.
- 5. The Client may cancel the Agreement in Writing with immediate effect if Legalsense is declared bankrupt and it is reasonable to expect that Legalsense can or will no longer comply with the Agreement.
- 6. If Legalsense suspends compliance with its obligations, it retains its rights under the law and the Agreement, including its right to payment for the Services that have been suspended.
- 7. The Client only has the authority to dissolve the Agreement if Legalsense, after a proper and as detailed as possible Written notice of default in which a reasonable time period is given for remedying the failure, fails attributable in complying with essential obligations that arise from the Agreement.
- 8. If the Agreement is canceled or dissolved, Legalsense's claims on the Client are immediately due and payable. If the Agreement is dissolved, amounts already invoiced for performance provided remain owed, without any obligation that this performance be undone. In the event of dissolution by the Client, the Client may only dissolve that part of the Agreement that Legalsense has not yet performed.

**Clause 18. Exit**

1. From the moment that the Agreement is canceled until the moment the Agreement actually ends, the Client can submit a request to Legalsense for the export of data or cooperation with a transition of data to another service provider.
2. 'Data' in this clause denotes only the data that the Client placed on Legalsense's equipment during the Agreement.
3. Unless it poses a threat to Legalsense's equipment or third-party data (other clients), or if Legalsense has other justified reason to refuse, Legalsense will cooperate, in exchange for payment of its usually hourly rate, with the transition or export of data as referred to in paragraph 1.
4. A transition or export of data as referred to in paragraph 1 will take place in

accordance with Legalsense's instructions. If necessary, the Client will provide specific hardware, purchase software licenses or perform other (legal) acts in order to effect a transition or export of data as referred to in paragraph 1.

**Clause 19. Amendments**

1. Legalsense has the right to unilaterally amend or expand the Agreement (including the General Terms and Conditions), with due observance of a term of 30 days after the proposed amendment has been announced on the Website or by electronic message to the Client. If the Client does not want to accept an amendment to the Agreement, the Client can enter into consultation with Legalsense on this. If no consensus can be reached, the Client has the option of canceling the Agreement with effect from the date on which the amended Agreement comes into force.
2. Legalsense has the right to make changes to the Agreement at any moment if:
  - a. this is necessary in the context of amended legislation or regulations;
  - b. the changes are subordinate in importance.
  - c. In these cases, the Client does not have the right to cancel the Agreement (prematurely).

**Clause 20. Final provisions**

1. Dutch law applies to an offer from Legalsense and the (performance of the) Agreements.
2. To the extent the rules of mandatory law do not prescribe otherwise, all disputes that arise in response to an offer and/or Agreement will be submitted to the competent Dutch court for the subdistrict in which Legalsense is domiciled.
3. If any provision from the Agreement proves to be at odds with mandatory law, this does not affect the validity of the Agreement as a whole. In that case, the Parties will adopt a new provision or provisions to replace the old, whereby the intention of the original Agreement is given shape as much as legally possible.

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4. The version of any communication received or stored by Legalsense is regarded as authentic, notwithstanding evidence to the contrary provided by the Client.
5. Either party is only entitled to transfer its rights and obligations under the Agreement to a third party with the Written permission of the other party. In deviation from this, Legalsense always has the right to transfer its rights and obligations under the Agreement to a parent company, subsidiary or group company and any parties that wish to take over Legalsense's business or merge with it.
6. Clauses 7, 10, 14, 15 and 16 remain in force even after the Agreement has been terminated.