

Definitions

1. General Terms and Conditions: these terms and conditions of the Supplier.
2. Registered Email / Aangetekend Mailen: the trust service for the electronic registered delivery of e-mails (in accordance with article 43.1 of the eIDAS-Regulation).
3. Registered Email Plus / Aangetekend Mailen Plus: the qualified trust service for the electronic registered delivery of e-mails (in accordance with articles 43.2 and 44 of the eIDAS-Regulation).
4. Addressee / Recipient: The person that the User intends to receive an email sent by him or her.
5. Agreement: the agreements as stipulated in the Quotation for the delivery of the Service by the Supplier, after being signed by the Commissioning Party.
6. Authorised e-mail address: the e-mail address provided by the Commissioning Party to the Supplier to authorise the use of the Service.
7. Commissioning Party: the Subscriber of the Service
8. Credit: The cost of a defined operation using Registered Email, which is deducted from the Credits Balance.
9. Credit Balance: The number of credits that a User has available.
10. Customer manager: the manager of the Service within the Commissioning Party's organisation who can authorise Users to enable them to make use of the Service and who can manage the Service via a dashboard.
11. Delegate: the person within an organization who is authorized on behalf of the management to appoint the Registered Email Plus subscribers in accordance with the internal policy of the organization.
12. eIDAS-Regulation: Regulation (EU) No 910/2014 on electronic identification and trust services for electronic transactions in the internal EU market.
13. Email client: a computer program of the Commissioning Party (or under its management) used for writing, sending and receiving e-mails.
14. Implementation: the process of specifically arranging the Registered Email-server for the Subscriber and implementing it in the Subscriber's business process.
15. Implementation phase: the period in which Implementation takes place. This period starts after acceptance of the Quotation.
16. Licence: the Commissioning Party's non-exclusive and non-transferable usage right to deploy the Service by using the Registered Email-server against payment of the Costs for use for organization specific needs within the own business process and the own organization.
17. Materials: all materials, including the Website, software, documentation, analyses, layouts, designs, recommendations, reports, quotations, texts, images, logos, corporate identities, concepts and other intellectual works.
18. Phase of Use: the period in which E-Registered Mail is operational within the Commissioning Party's business process.
19. Quotation: statement of the price and conditions of delivery for the purchase of the Service by the Commissioning Party. After acceptance of the Quotation, this will be designated as the Agreement in conjunction with the General Terms and Conditions.
20. Recipient / Receiver: the person or organization with which the Commissioning Party conducts or wishes to conduct e-mail correspondence via the user of the Authorized E-Mail Address with the intervention of the Service.
21. Registered Email-server: the hardware and software that will be (virtually) linked to the Commissioning Party's existing e-mail client.
22. Service: the service delivered by the Supplier as described in the quotation.
23. Service Desk: the first-line service desk that the Commissioning Party / Subscriber can approach during office hours (09:00 to 17:00) in the event of technical and functional questions about the Service.
24. Site Acceptance Test (SAT): a test that takes place after the Implementation phase on the Registered Email-server within the Commissioning Party's business process and is intended to demonstrate the operation of the Registered Email-server after the Implementation phase. This test is completed upon acceptance with the successful sending of the first Registered Email on the server that has been set up for the Client.
25. Subscriber: the person who acts in the exercise of a profession or business with whom the Supplier enters into an Agreement for the delivery of the Service.
26. Supplier: Aangetekend B.V. with registered offices in Utrecht and registered with the Chamber of Commerce under number: 52455289.
27. Technical Partner: TriOpSys B.V. with registered offices in Utrecht and registered with the Chamber of Commerce under number 32070271.
28. User: the person or persons responsible for the use of the authorised e-mail address for the Service who sends correspondence to the Recipient with the intervention of the Service. The term 'User' should also be read as: 'Commissioning Party' or 'Subscriber'.
29. Usage costs: fixed and variable costs for the use of the Service agreed between the parties in the Quotation.
30. Websites: www.aangetekendmailen.nl and www.e-registeredmail.com

Article 1. Quotation, realisation and implementation of Agreement

1. The Supplier will compile a Quotation indicating what the Service includes and what amount will be owed on acceptance. Only the description of the Service indicated in the Quotation is binding.
2. A Quotation is free of obligation and valid up to 30 days after being sent by the Supplier, unless otherwise indicated in the Quotation. For a 30-day period after the realisation of the Agreement, the Supplier is entitled to revoke the Agreement without any liability to compensate the Commissioning Party.

3. If it should emerge that the information provided by the Commissioning Party is incorrect, the Supplier is entitled to modify the prices accordingly.
 4. The Supplier cannot be bound by the products, services or conditions stipulated in its Quotations if the Commissioning Party could reasonably understand that the Quotation, or part of it, contains an obvious oversight or written error.
 5. All legal relations between the Supplier and the Commissioning Party are subject at all times to these General Terms and Conditions, unless expressly agreed otherwise in writing.
 6. The Supplier is entitled to decline the Agreement with the Commissioning Party at any time.
 7. Unless otherwise agreed in writing, the Supplier guarantees that the Service will be performed to the best of its ability and with the application of sufficient care and expertise. With regard to the Services to be provided, the Supplier has a best-efforts obligation only and not a performance obligation.
 8. If and insofar as effective performance of the Service requires this, the Supplier is entitled to have certain activities carried out by third parties
 9. The Commissioning Party is obliged to do or refrain from doing anything that is reasonably necessary and desirable in order to enable a timely and proper performance of the Service. More particularly, the Commissioning Party will ensure that all information and facilities that the Supplier indicates are necessary or which the Commissioning Party should reasonably understand to be necessary for the performance of the Service are made available to the Supplier in good time.
 10. The Implementation Phase starts after acceptance of the Quotation. After the Implementation Phase, the SAT will follow to confirm it.
 11. The Commissioning Party must evaluate and approve or reject the results within 14 days of delivery. If the Commissioning Party does not (completely or partially) reject the results within this period based on the functional and technical specifications agreed, the results will be deemed to have been approved. In the case of rejection, reasons for this must be provided.
 12. If the Commissioning Party partially or wholly rejects a result, as described in the previous paragraph, the Supplier will endeavour to eradicate the reasons for rejection as soon as possible. It can do this by rectifying the result or providing an explanation of why the reason is not valid. If the foregoing has been completed by the Supplier, the Service will be deemed to have been accepted.
 13. Supply times indicated by the Supplier are always indicative unless it is stated in writing and explicitly that they concern a final deadline. In the event of a final deadline being agreed, the Supplier will only be in default when the Commissioning Party has provided written notification to that effect.
 14. Failure to meet supply times agreed, whatever the cause, will not constitute an entitlement to damage compensation, including damage caused by delays.
 - a. Supplier provider is of two different services for the electronic registered delivery of e-mails: Registered Email and Registered Email Plus;
 - b. the variant Registered Email a trust service is within the meaning of Article 43.1 of the eIDAS-Regulation;
 - c. the Registered Email Plus a qualified trust service is within the meaning of Articles 43.2 and 44 of the eIDAS- Regulation, in which it is noted that in practice there is only a qualified electronic transmission of an e-mail as soon as both User and Recipient have complied with the identification requirements from art. 44 of the eIDAS-Regulation. If the recipient is not or not completely identified, the sending process of the AM Plus e-mail will be aborted;
 - d. Client takes the Service as described in the Quotation.
2. The Client is and remains the party that is responsible and liable when using the Service at all times:
 - a. for all actions performed by Users via the Service; and
 - b. to verify when sending e-mail (s) to natural persons, whether the e-mail address that is entered actually belongs to the natural person to whom the User wishes to address the e-mail; and
 - c. when sending to natural persons who act on behalf of a company, to check whether the natural person to whom the e-mail is addressed is actually connected to - and authorized to communicate on behalf of - the company.
 - d. for the correctness of the link between the email address of the Addressee provided by or on behalf of the Supplier and the relevant natural or legal person.
 - e. in the case of the use of SMS with Registered Email Plus / Aangetekend Mailen Plus for identification of the Recipient that access to both the e-mail address and the SMS is expressly reserved for the authorized person.
 3. Furthermore, the Subscriber acknowledges that the Supplier is not responsible for the management and use of the e-mail client (including the inbox) of neither User nor Recipient. The Supplier is only responsible for the execution of the Service once the Registered Email has been received on the Registered Email-server.
 4. The Subscriber must ensure that Users abstain from unauthorized use of the Service. This means that Users do not violate the applicable laws and regulations and behave in accordance with what may be expected of a careful User of the Service by the Supplier and third parties.
 5. If the User encounters any errors or imperfections in the e-mail traffic or other Materials involved, the User must immediately bring these to the attention of the Supplier.
 6. The Supplier will provide support for the use of the Service by means of: the Service Desk, the

Article 2. Use of Service

1. The Subscriber acknowledges that:

Website or its own organisation. The Supplier will endeavour to answer questions effectively and within a reasonable time period (two working days). The answers provided can be general or personal.

7. The Supplier will endeavour, within a reasonable time period (two working days), to ensure that the information originating from the Supplier and made available to the User is properly corrected and updated.
8. The Commissioning Party is obliged to designate a Customer Manager who will authorise Users in order to make use of the Service. After authorisation, the Customer Manager is also responsible for using the dashboard to check (test) whether e-registered mails are actually arriving at the Recipient.
9. In the case of the use of AM Plus by an organization, the Delegate must carefully keep a list in which the subscribers who are authorized to use this service are registered.
10. The Supplier is entitled to suspend its obligations as regards the User if they act in any way that is contrary to the Agreement or these General Terms and Conditions, without the Supplier being liable to pay any compensation.
11. The Commissioning Party is not permitted to operate as a provider of the Service itself. To this end, a separate partner contract must be concluded where appropriate.

Article 3. Operation of the service

1. The Commissioning Party's Users determine when and which e-mail is sent via the Service. The announcement e-mail will ensure mutual acceptance or refusal of the e-mail correspondence.
2. Via a specific dashboard belonging to the Service, the User can consult and download the ticket that includes a hash code for the e-registered mail sent. The ticket also includes the determining information concerning the transport of the e-registered mail.
3. The Recipient will receive an announcement e-mail that includes the hash code for the e-registered mail. A comparison of the hash code on the User's ticket with the hash code in the Recipient's announcement e-mail can be used to verify the authenticity of the message.
4. On behalf of both the User and the Recipient, the Supplier will store the hash codes relating to e-mail correspondence for at least a seven-year period or longer as long as the Agreement runs. Throughout this period, the ticket will be available to the User via the dashboard and the hash code can be verified via the Website. Costs may be involved in this process, which will depend on how information is requested. Without the hash code provided, no verification will be possible.
5. After seven years or on termination of the Agreement, the tickets will be deleted from the Registered Mail-server by the Supplier and the hash code will no longer be able to be verified via the Website. However, the User has the option of exporting the tickets via the dashboard (prior to deletion by the Supplier). In that case, the authenticity of e-mail correspondence can still be checked manually by comparing the ticket with the hash code from the announcement e-mail.
6. In addition to the ticket, the underlying technical evidence, such as allocated seals and time stamps, of AM and AM Plus can be requested by the entitled party during the agreement and for at least 7 years after

termination of the agreement. Requests for this information to be made available should be addressed to support@aangetekendmailen.nl. The request must be accompanied by proof of rightholder. The provision of the requested data may incur costs.

7. Should the Supplier strongly suspect as a result of information from third parties or come to the realisation that the e-mail correspondence is in breach of the law, the Supplier is unilaterally entitled, but not obliged, to delete the e-mail correspondence and block access to it without prior warning to the User and/or the Recipient. The Supplier does not need to consult with the User and/or Recipient on this matter. In no case will the Supplier be liable for damage arising from such action.

Article 4. Maintenance and faults

1. The Supplier shall endeavour to offer an availability of 99.9% of the Service.
2. With prior announcement, the Supplier is entitled to shut down the Service and/or the Website temporarily for the purposes of maintenance, modifying or improving the Service and/or the Website, the associated software and other facilities. The Supplier will ensure that any such shutdown as far as possible happens outside standard office hours and will notify (potential) users of the planned shutdown in good time; in the event of scheduled and essential corrective maintenance this will be done via the Website.
3. Under no circumstances however is the Supplier liable to pay damages in relation to such a shutdown.
4. The Supplier is entitled to make occasional modifications to the Service and/or the Website in order to improve its functionality and rectify any faults. If a modification results in a significant change to functionality, the Supplier will notify (potential) Users of this by means of the Website.
5. The Subscriber as well as the Recipient / Addressee is independently at all times responsible for the maintenance and use of its E-mail client.

Article 5. Intellectual property rights

1. All intellectual property rights to all Materials developed or made available within the framework of the Service will remain exclusively with the Supplier or its licensors.
2. The Commissioning Party will exclusively acquire the usage rights and authority that arise from the scope of the Licence or have been granted in writing and will otherwise not copy or make public the Materials.
3. The Commissioning Party is not permitted to remove or amend any indications or markers concerning copyright, brands, trade names or other intellectual property rights from the Materials, including those concerning the confidential nature and secrecy of the Materials.

4. The Supplier is entitled to take technical measures to protect the Materials. If the Supplier has secured the Materials by means of technical protection, the Commissioning Party is not permitted to remove or circumvent this security protection.
5. Any use, copying or publication of the Materials that is beyond the scope of the Agreement or usage rights granted will be considered to be a breach of copyright. The Commissioning Party will pay the Supplier an immediately claimable fine of EUR 2,500 per day per infringing act that is not liable to moderation by the courts for each act of breach, without prejudice to the Supplier's entitlement to be compensated for damages caused by the breach or to take other legal measures in order to bring an end to the breach.

Article 6. Price and payment

1. The annual fixed costs associated with the use of the Service will be charged to the Client annually at the start of the contract year.
2. The Commissioning Party must purchase Credits for the use of the Service. The Commissioning Party determines the number of Credits it wishes to purchase at the start of the Agreement. Credits are charged for in advance and have a validity period of one year, unless otherwise agreed. At the start of each subsequent contractual year, Credits for the new year are automatically added.
3. The payment term for all charges is 30 days calculated from the date of the invoice.
4. If an invoice has not been paid within 30 days, the Commissioning Party will be legally in default by operation of law from that moment without the need for notice of default and will be liable to pay statutory interest on the outstanding amount for each calendar month, with any part of a month counting as a complete month.
5. The Supplier is entitled to amend the rates applied at any time. The Supplier will notify the Commissioning Party of rate changes at least 2 (two) months in advance. In the event of a price increase, the Commissioning Party is entitled to terminate the Agreement with due observance of a notice period of 1 (one) month.
6. Notwithstanding that stipulated in the previous paragraph, the Supplier is entitled to impose a maximum annual price increase of 4% without the Commissioning Party having the option to terminate the Agreement.

Article 7. Duration and termination

1. Unless otherwise agreed in writing, the Agreement is entered into for a 12-month period. Unless terminated, the Agreement will be tacitly renewed annually for the same period. The Commissioning Party is not permitted to terminate the Agreement prematurely.
2. Both parties to the Agreement are entitled to terminate the Agreement with due observance of a notice period of at least three months before the end of the contract period. Notice of termination of the Subscriber should be made in writing to the Supplier.
3. In the event of premature termination by the Commissioning Party, there will be no refund of annual

costs paid in advance relating to the use of the licence by the Commissioning Party.

4. Taking account of its obligations on the grounds of reasonableness and fairness, the Supplier guarantees the continuity of the service by declaring that in the event of bankruptcy, a suspension of payments or cessation of its activities, its obligations will be transferred to its Technical Partner.

Article 8. Confidentiality

1. The parties will treat confidentially any information that they provide to each other before, during or after the execution of the Agreement if this information is marked as confidential or if the recipient party knows or can reasonably suspect that the information was intended to be confidential. The parties will also impose this obligation on their employees and any third parties deployed by them for the execution of the Agreement.
2. The Supplier will not consult the contents of the communications that the Commissioning Party stores or distributes via the Service unless the Supplier is obliged to do so in accordance with a legal provision or court order. In that case, the Supplier will limit as far as possible the extent to which it consults the data.
3. The Supplier will solely consult the data and/or metadata on the use of the Service by the Commissioning Party if this is necessary for the execution of the Agreement. This may, for example, be necessary to provide support as described in Article 2.3.

Article 9. Privacy

1. The information that the Commissioning Party provides to the Supplier when requesting the Services (for example concerning Users) and any information automatically processed and possibly stored in the use of the Services may contain personal data. The Supplier will take account of any applicable regulations, in this case General Data Protection Regulation (GDPR), in processing and securing data.
2. The Supplier will ensure that there is an appropriate level of security in view of the risks associated with the processing of and the nature of the data to be protected. This applies only if and insofar as this data is located in the Supplier's systems or infrastructure.
3. Insofar as the Supplier has access to personal data for which the Commissioning Party is responsible, the Supplier will process this personal data only on behalf of the Commissioning Party. The Commissioning Party has the possibility of entering into a separate processor agreement with the Supplier in which the desired processing are accurately described. The Supplier uses a model processor agreement for this purpose.

4. The Commissioning Party guarantees that, in using the Service, it will process personal data in a completely lawful way only.
5. If in accordance with the GDPR the Commissioning Party has to amend, delete or surrender information stored in the Supplier's systems, the Supplier will assist in this as far as possible. The costs for the work involved in this will be invoiced to the Commissioning Party separately.
6. In the event of a security breach and/or a data leak (which is understood to include: unauthorised access to personal data that results in a significant likelihood of negative consequences in terms of protection of personal data), the Supplier will make every effort to inform the Commissioning Party of this immediately, in response to which the Commissioning Party will assess whether or not it will notify the relevant supervisory body and/or those concerned. The Commissioning Party is and remains responsible for any statutory obligations to this effect. Notification only has to take place in regard to an event causing major impact and only if the event actually occurred.

Article 10. Liability

1. The Supplier's liability for direct damage suffered by the Commissioning Party as a result of an accountable failure by the Supplier to meet its obligations pursuant to this Agreement, or an unlawful act on the part of the Supplier, its employees or third parties deployed by it, is limited per event or series of related events to an amount equal to the payments that the Commissioning Party owes under this Agreement on an annual basis (excluding VAT). However, the total compensation for direct damage can never exceed EUR 2,500 (excluding VAT).
2. As a provider of trust services the Supplier is liable for damage caused intentionally or negligently to any natural or legal person due to a failure to comply with the obligations under the eIDAS-Regulation.
3. The intention or negligence of the Supplier as an eIDAS qualified trust service provider shall be presumed unless the Supplier proves that the damage referred to in the previous paragraph has occurred without the intention or negligence of the Supplier.
4. When using Registered Email Plus, the Supplier acknowledges the possible legal consequences of electronic stamps and electronic time stamps in accordance with Articles 35 and 41 of the eIDAS Regulation.
5. The Supplier's total liability for damage through death or physical injury or for material damage of goods or property can never exceed EUR 50,000 for each event that causes damage, with a series of related events being considered as a single event.
6. The Supplier's liability for indirect damage, including consequential damage, loss of profits, loss of savings and damage through business interruption is excluded.
7. With the exception of the cases referred to in paragraphs 1 and 2 of this article, the Supplier bears no liability whatsoever for damages, irrespective of the grounds on which a claim for damages might be based. However, the maximum amounts stated in paragraphs 1 and 2 of this article will not apply if and insofar as the

- damage is the result of deliberate intent or gross negligence on the part of the Supplier.
8. The Supplier's liability as a result of accountable failure to meet its obligations pursuant to this Agreement will arise only if the Commissioning Party issues immediate and proper written notice of default to the Supplier, indicating a reasonable deadline to rectify the failure, and if the Supplier continues in its accountable failure to meet its obligations even after that deadline. The notice of default must include as detailed as possible a description of the failure in order to enable the Supplier to provide an adequate response.
 9. A precondition for any right to damages arising will always be that the Commissioning Party notifies the Supplier in writing by registered mail within 30 days of the damage occurring.
 10. The Commissioning Party indemnifies the Supplier for any third-party claims, including from Recipients, and holds that the Supplier has no liability in this regard.

Article 11. Force majeure

1. The Supplier is not bound to meet any obligation to the Commissioning Party if it is prevented from doing so as a result of a circumstance for which it is not culpable or for which it cannot be held accountable in accordance with the law, a legal act or generally accepted practice.
2. In these General Terms and Conditions, in addition to its definition in the law and legal precedent, force majeure is defined as all external causes, predicted or not predicted, over which the supplier cannot exercise an influence but as a result of which the Supplier is unable to meet its obligations. In particular, force majeure is understood to mean civil strife, SYN flood, network attack, Dos or DDos attacks, mobilisation, war, traffic obstructions, strikes, exclusion, changes in the law, business disruption, interruptions to deliveries, fire, flooding, import and export restrictions and cases in which the Supplier is prevented, for whatever reasons, from supplying by its own suppliers, as a result of which compliance with the Agreement cannot reasonably be expected of the Supplier.
3. The Supplier is entitled to suspend the obligations pursuant to the Agreement for the period of the force majeure. If this period lasts for longer than 30 days, each party is entitled to dissolve the Agreement without an obligation to compensate the other party for damages.
4. Insofar as, at the time of the force majeure, the Supplier has already partially met its obligations pursuant to the Agreement or will be able to do so and the part already met or still to be met will have independent value, the Supplier is entitled to invoice separately for the part already met or still to be met. The Commissioning Party is obliged to settle this invoice.

Article 12. Amendments to the terms and conditions

1. The Supplier is entitled to unilaterally amend these terms and conditions or supplement them with new conditions. These amendments or additions will take effect 30 days after their publication on the Website. Amendments of minor importance will always take immediate effect.
2. If the Commissioning Party does not wish to accept an amended or supplemented condition, it will terminate the Agreement in writing within 30 days
3. The Supplier reserves the right to maintain the old General terms and Conditions in regard to the Commissioning Party while applying new general terms and conditions to other customers.
5. If the Supplier sends a message, the version of that message received or stored by the Supplier will be considered to be the authentic version, unless the Commissioning Party can demonstrate that this version is not authentic
6. The General Terms and Conditions have been drawn up in Dutch and English. In the event of any difference in terms of content or scope, the Dutch text is binding.

Article 13. Personnel

1. For as long as the relationship between the Commissioning Party and the Supplier continues, and for a year thereafter, the Commissioning Party is not permitted to employ employees of the Supplier or have them work for it in any other way, directly or indirectly, without advance written permission from the Supplier. In this context, employees of the Supplier is understood to mean persons in the employ of the Supplier or one of the companies associated with the Supplier or who were in the employ of the Supplier or one of the companies associated with it no longer than six months ago.

Article 14. Complaints procedure

1. In the event of a complaint about the services of Aangetekend B.V., this can be reported via the e-mail address support@aangetekendmailen.nl.
2. In addition to the contact details of the complainant, the complaint should contain a clear description of the situation and, if possible, evidence.
3. The above only relates to complaints about the services provided by us. Complaints about the content of the Registered Emails are the responsibility of the Sender.
4. Aangetekend B.V. strives to respond to the complaint within five working days.

Article 15. Final provisions

1. These terms and conditions are subject to Dutch law.
2. Unless otherwise prescribed by mandatory legal provisions, all disputes that may arise as a result of these terms and conditions will be put to the competent court in the Central Netherlands, located in Utrecht.
3. If any provision in these General Terms and Conditions turns out to be void, this does not affect the validity of the Agreement as a whole. In that case, the parties will agree a new replacement provision that as far as legally possible reflects the intention of the original Agreement and General Terms and Conditions.
4. The provisions in these General Terms and Conditions do not affect the rights that accrue to the Client on the grounds of mandatory regulations (including article 13 of the eIDAS Regulation).
5. The Supplier is obliged to transfer this Agreement and all its rights and obligations arising from it to a third party that takes over the Service.