

Article 1. General

- 1.1 Select Courier B.V., also trading as: Select Courier International, Select Courier and selectcourier.com has its registered office in Rotterdam and is registered with the Chamber of Commerce in Rotterdam under file number 52767574. The General Conditions are registered with the Chamber of Commerce under the above file number.
- 1.2 The Terms represent the conditions of Select Courier B.V., hereinafter called "Select Courier" and its counterparties. Other parties include, principal, customer, sender, receiver, supplier, carrier and user for the supply of goods and/or services, mediation and/or advice, software and/or web services, which are or will be delivered or made available by Select Courier requested by the customer, particularly under contract of purchase, sale and/or assignment.
- 1.3 The customer may verbally or in writing, or via the website of Select Courier or otherwise make use of the Select Courier goods or services offered, whether or not they form of a long term contract.
- 1.4 These Terms and Conditions supersede all previous published terms and conditions of Select Courier. Select Courier reserves the right to change these terms and conditions without prior notice.
- 1.5 Select Courier reserves the right to enforce these Terms and Conditions. Strict compliance may not always be enforced across all conditions, and where they are not this does not mean that it renounces the right to apply to the remaining conditions.
- 1.6 These General Conditions are published both in print and electronically on the website www.selectcourier.com. The electronic version on the website of Select Courier will take precedence over the printed form. Up to date copies can be sent on request.
- 1.7 If this agreement is made in a language other than Dutch, then any difference in content or scope the Dutch text will prevail.

Article 2. Applicability and applicable regulations

- 2.1 These Terms and Conditions apply to the legal relationship between Select Courier and the customer, regardless of location of the party and regardless of where it is established or implemented.
- 2.2 Furthermore, this agreement applies to all requests, offers, price lists, quotations, order confirmations, web services, the closed and to close contracts, work of Select Courier and its staff on the sales, delivery of service and/or goods, execution of advisory assignments and/or mediation, or the implementation of transport and/or logistics services between Select Courier and any party or successor.
- 2.3 Orders made with Select Courier are made under our Terms and Conditions. Select Courier does not recognise customer Terms and Conditions even when these are expressly referred to in advance.
- 2.4 If at any stage of the purchasing there is a conflict between the Select Courier Terms and those of the purchaser, Select Courier Terms will prevail, except, where there has been specific acceptance in writing to the contrary.
- 2.5 Once the terms and conditions are accepted, they apply without further notice for new services and agreements between the parties, unless specifically excluded.
- 2.6 In any conflict about these Terms and where a mandatory provision of law disputes the conditions the remaining provisions of these Terms remain in full force. Select Courier will replace the invalid provision with a legally permissible condition.
- 2.7 The following conditions apply to the services of the Carrier and are part of the agreement between the Consignor and the Carrier in relation to the services which mediates Select Courier. Deviations from the terms and conditions apply only if in writing and accepted by the Carrier. The services and agreements of the Carrier, the following conditions apply. The General Transport Conditions 2002, (AVC), latest version, refer to national carriage of goods by road. The CMR (for the Netherlands as well as Articles. 8:40 t / m 8:52 BW) relate to international road and combined transport. In air, the Warsaw Convention of October 12, 1929 application and amendment thereto, in The Hague on 28 September 1955 has taken place and additional protocols of the Montreal Convention 1999 is regulated. For custom work are the Dutch Forwarding Conditions, General Conditions FENEX 1999, last version and PD (Physical Distribution) conditions of TLN 2000, final version, the logistics business. All these conditions are registered with the District Court of Rotterdam and will be sent upon request. The above conditions in the choice of forum clauses are not applicable. If and insofar as the said treaties, laws and / or legal regulations and conditions make occasional liability, with relation to these terms and conditions. In a conflict between the aforementioned conditions with the present conditions, the General Conditions of Select Courier.
- 2.8 Select Courier reserves the right to change the terms of the conditions of third parties and to apply these if they relate to the performance of work, relevant to the respective order.

Article 3. Offer and acceptance

- 3.1 All offers and quotations of Select Courier in brochures, price lists, websites or in any form whatsoever, are completely free, even if they offer a deadline for acceptance. Tenders relating to the services of Select Courier are based on information provided by the Customer. The Customer warrants that to best of their knowledge all critical information for the execution of the contract is provided. Couriers will carryout their tasks to the best of their knowledge and ability. This obligation has the character of a 'best efforts' obligation.
- 3.2 The offer made by Select Courier is without obligation, and is valid, unless otherwise indicated, for fourteen days. The other party accepts the offer made by Select Courier by placing an order, which may be written, oral or signing a contract, or through the website or by e-mail. Select Courier is bound by a contract only if and insofar as Select Courier has confirmed the order.
- 3.3 Select Courier reserves the right without giving reasons to refuse an order. A refusal of an order for whatever reason, can never give rise to any claim for damages by the customer in respect of Select Courier.
- 3.4 Verbal promises by the employees and representatives, intermediate and/or assistants of Select Courier are binding only if confirmed in writing.
- 3.5 Data, including those relating to the contract, the bill of lading, invoice and other documents are exchanged electronically, in the event of a dispute the admissibility of electronic messages is not disputed. Electronic messages have the same evidential value as written, unless such messages between the parties have an agreed format and the security level and format are not in the manner agreed stored or recorded.
- 3.6 The Select Courier website and related Web links can be used by customers. None of these websites or companies to whom they belong are controlled by Select Courier. Select Courier offers no warranty as to the information provided or made available on such sites nor the quality or acceptability of goods, services or software used by such persons or entities in any of these web sites are.

- 3.7 Without prejudice to its own responsibilities, Select Courier can involve third parties to complete an order without prior permission. Select Courier can also alter its relationships with the carriers without prior permission.
- 3.8 By wether confirming and / or placing by writing any order, the other party accepts these Terms and Conditions.

Article 4. Prices, costs and rates

- 4.1 The orders are executed at the time by Select Courier with delivery prices and general terms in force when the booking is confirmed, unless the parties expressly agreed otherwise in writing. All prices exclude sales tax (VAT), warehousing, shipping, transportation, insurance or other charges which relate to the order and / or contract are payable. Prices for additional services or surcharges quoted on the website by Select Courier are indicative prices and can not be legally binding. Courier orders can be subject to a minimum order handling charge.
- 4.2 If the order is carried out in accordance with Article 4.1 but is at a different price agreed upon, because the price charged at the time of delivery is after the date of the conclusion of the contract, for whatever reason, Select Courier is entitled to raise the agreed price accordingly if and when the increase is reasonable, unless the parties expressly agreed in writing that a the price was fixed. Among cost factors not displayed: , materials, packaging, recall or transportation, fuel surcharges, duties, taxes or other charges, currency fluctuations, travel time, travel and accommodation and other delivery/collection related expenses.
- 4.3 Select Courier has no obligation to provide surety from its own resources for the payment of freight, duties, levies, fines, taxes and / or other costs, if they are required. All the consequences of not immediately complying with an obligation to provide surety shall be borne by the Customer.
- 4.4 Select Courier pays the charges raised in Article 4.3 ahead and charges it to the Customer. Select Courier will take a standard 6% commission fee payment. If the Customer pays the amount directly, there is no commission payment by Select Courier. If these charges on a shipment are more than EUR 1,000, the customer will be contacted. The Customer is requested to meet the cost by telephone before consignments are delivered. Alternatively a written confirmation from the Customer that the costs including 6% commission payment will be accepted.
- 4.5 The Customer shall at all times, be liable to Select Courier for all costs incurred, such as improperly calculated rates, measuring and weighing differences and other legitimate expenses charged by the carrier. The commission of 6% will be added to these charges.
- 4.6 All prices, rates, charges, financial obligation, amount and / or value are expressed in Euros (EUR), excluding any taxes, fees and / or taxes.

Article 5. Billing and Payment

- 5.1 All invoices will be settled within eight (8) days from the date of issue, unless another period is agreed or the another billing period is specified.
- 5.2 Any discounts, bonuses, fees etc. are payable only if the customer has fulfilled its obligations to Select Courier.
- 5.3 If payment terms described Article 5.1 are not met, the other party is legally in default. Without requiring a further notice all outstanding debts to Select Courier are immediately due and payable.
- 5.4 All judicial and extrajudicial costs shall be borne by the customer. The extrajudicial costs are at least 15%, including the aforementioned interest owed by the other party, with a minimum of EUR 75, -. Furthermore, Select Courier is entitled to a surcharge for late payment charge of up to EUR 15, - per invoice for the additional administrative costs.
- 5.5 Prior to delivery and / or performance of its obligation to the customer Select Courier is always entitled to full or partial payment of the amounts due.
- 5.6 If payment is not forthcoming or the customer is not creditworthy, then Select Courier can suspend the order. Select Courier is then entitled to temporarily suspend the customer's account, until the obligations are fulfilled by the customer.
- 5.7 Invoice disputes must be raised with 5 days of receipt. Disputes must be in writing (electronic).
- 5.8 Proof of delivery (POD) or (CMR) bill can be obtained by Select Courier. The charge for a paper (hard copy) Proof of Delivery is EUR 4.50 per. Some shipments will not have proof of delivery (POD) or (CMR) , this does not entitle deferment in respect of the indebtedness of the payment.
- 5.9 The data entered by the customer into the booking software will be used to calculate the charge for the shipment..
- 5.10 Select Courier will provide invoices, in a PDF file and send to the customer electronically. If requested a paper invoice can be sent. There is an administration fee for this service.

Article 6. Sender, recipient, shipment and transport

- 6.1 In this article are the various conditions and obligations that apply to the Sender, Recipient of the shipment and carrying it. Shipments may include documents, parcels, pallets, air, sea freight and other goods to be transported.
- 6.2 The Sender and / or receiver are responsible for the accuracy and completeness of the data entered in the booking software and on the waybill, and should ensure that all shipments have the correct contact information provided.
- 6.3 The Sender is required to ensure that the required documents and instructions for shipping, and if applicable for reception, are in the timely possession of Select Courier and / or the Carrier. In no event shall Select Courier be required to examine whether the information addressed to them is correct and / or complete.
- 6.4 The Sender must pack and label the consignment, so that the content is described, classified and accompanied by the required shipping documents, which in each case may vary to meet the requirements of the Carrier and the law. Furthermore, the packaging must be able to withstand the usual treatment and the usual transport methods.
- 6.5 In the case of a shipment within the European Union, where the receiver is the payer, the correct VAT number of the sender and the receiver is to be provided.
- 6.6 For all shipments destined for export the Sender must provide proper sales invoices in quintuplicate (make 5 copies) of the Commercial Invoice. It must include the correctly stated billing address with a Chamber of Commerce and VAT number, a complete and clear description of commodities or goods, the General Agreement on Tariffs and Trade (GATT Code), being the first six digits of the Harmonised System (HS Code) and the correct weight.
- 6.7 The Sender is required to ensure that the shipment is ready at the agreed place and time and available for collection by the Carrier. Failure to do so may incur charges.

Without any notice being required, the Sender is required to meet costs of the failed collection, with a minimum of EUR 25, - per shipment.

6.8 Select Courier and / or the Carrier is not obliged, but entitled to open all consignments and parcels to investigate and confirm the contents are as described by the sender and that statements made are correct and complete. The sender may be asked to open the parcel. The Sender accepts that the Courier and / or the Carrier can perform security checks.

6.9 The Sender warrants that the shipment ordered under these terms comply with the limits of Select Courier and / or the Carrier, specifically conditions such as dimensions, weight, volume and value of the shipment. This information is available through the website.

6.10 Select Courier will not accept any shipment for transportation, storage or processing if the contents are prohibited by any law or regulation of the country of origin, destination or transit of any country or by the Carrier as such is excluded.

6.11 Consignments must not contain goods forbidden according to national and international laws. Goods that are dangerous to humans and animals and goods on the basis of their properties or the way they are packed are a hazard to other goods that are transported in the same transportation, are excluded. Not allowed are: precious stones, precious metals, jewelry, cash, checks, savings books, bank cards, credit cards, tickets, securities such as stocks, bonds, certificates of shares, options, deeds, bonds, permits, etc., passports, stamps, unique -, art, antiques, watches, keys, personal items, perishable or frozen food, alcohol (excluding alcoholic beverages), tobacco and tobacco products, drugs (the illegal drugs), drugs, pornographic material or illegal publications, live or dead animals, animal organs and parts such as fur, ivory, etc., plants, seeds, brown and white goods, firearms and other weaponry, fireworks, explosives, fire extinguishers and other pressurized products, paints and other hazardous or flammable materials and / or liquids.

6.12 Select Courier will not accept shipment of Dangerous Goods, unless separately agreed in writing. In all cases of transportation of Dangerous Goods, Select Courier will not be liable for any damages resulting from delay or other damages.

6.13 Perishable and temperature sensitive shipments and / or goods are moved, provided that the sender accepts shipments, is at their own risk. Select Courier and / or the Carrier provide no special treatment for such shipments, unless separately agreed in writing.

6.14 The Sender accepts that the consignments are held in secure premises and are prepared, packaged, stored and transported by trustworthy individuals and that these items be protected from interference by unauthorized persons prior to the acceptance by Select Courier and / or the Carrier.

6.15 The Sender is liable to Select Courier and / or the Carrier is liable for injury to persons, damage to equipment or other items and for the expenses incurred from inadequate packaging of the shipment.

6.16 If a shipment needs to be cleared through customs, it is the responsibility of the Sender and / or the Receiver to complete accurate documentation for the sent items, but the Carrier will, unless otherwise instructed, act as representatives of the sender and / or receiver at customs. The Carrier may request further written documentation at the expense of the Sender / Receiver or appoint a customs agent / broker to process clearance.

6.17 The extent to which Select Courier and / or the Carrier and the Sender / Receiver help in completing the required customs forms and other formalities is without obligation. This is done at your own risk and responsibility of the Sender and / or the Recipient. The Sender and / or Recipient will at its own expense, provide the customs authorities with additional information and documentation if required.

6.18 The sender and / or Recipient accept that they are aware that making an incomplete or inaccurate statement to the customs authorities is deception and carries the risk of civil prosecution and / or the forfeiture and sale of goods.

6.19 Select Courier and / or the Carrier in case of a customs seizure of the shipment / goods are entitled to provide the competent authorities with the name and address of the sender and / or the receiver, as well as information on the nature and status of the seized shipment / goods. Furthermore Select Courier and / or the Carrier in this case, if it is suspected that the shipment / goods infringing intellectual property rights, are permitted to authorize the destruction of the seized shipment / goods if the sender and / or recipient do not confirm on the first request that the Sender and / or Recipient that Select Courier and / or the Carrier are harmless from all liability.

6.20 All delivery and / or transit times provided by Select Courier are not binding and therefore involve no final deadline. Exceeding this time (transit time) does not constitute a failure for Select Courier and the sender is not entitled to any compensation. Select Courier times as displayed on the website are Estimated Times of Arrival (ETA).

6.21 Select Courier and / or the Carrier can alter the method of transport and the route used at its discretion. Select Courier and / or the carrier shall be entitled to temporarily store consignments if this is deemed necessary and desirable.

6.22 Select Courier and / or the Carrier are authorized to deliver the shipment to the Recipient at the address nominated by the Customer or agent, and Select Courier and / or the Carrier will deem the Consignment to have been delivered when a proof of delivery (POD), a (CMR) or signed waybill delivery sheet have been signed. This delivery confirmation can also be obtained electronically.

6.23 Select Courier and / or the Carrier may deliver a shipment to the recipient or any other person with authority to receive the shipment on behalf of the recipient. This may be people at the same address as the recipient or at a neighbour. If a shipment is not received, Select Courier is entitled to the shipment cost.

6.24 Select Courier and / or the Carriers can deliver a multiple consignment in separate parts. If the shipments are delivered in parts, each part can be billed separately.

6.25 The Recipient may return received shipments only if expressly authorised by Select Courier. The cost of returning the goods will then be borne by the Customer, unless otherwise agreed between the parties.

6.26 The Sender can opt for Select Courier and / or the Carrier agreed terms of transport insurance.

Article 7. Risk, retention and lien

7.1 At the time of delivery, the risk for the goods and / or shipment to the other party, notwithstanding the provisions of Article 7.2..

7.2 Ownership of the goods delivered or to be delivered on orders made with Select Courier rest at Select Courier until the sender has fully paid for the shipment and other obligations associated with and resulting from the supply of these goods.

7.3 Select Courier reserves the right to dispose of goods held in ownership when the customer does not meet their obligation described in 7.2.

7.4 Select Courier shall be entitled to shipments for which the customer did not fully meet its obligations, to retain them until it is fully paid or payable and for the items sold to third parties in which case the proceeds after deduction of costs will be paid to the customer.

Article 8. Intellectual and industrial property

8.1 The current and future industrial and intellectual property rights, including those embodied in the Select Courier goods, services and advice, documents, software, and in the brand, trade names, logos and of Select Courier remain fully vested in Select Courier and are in no way transferred to the other party.

8.2 The express prior written consent of Select Courier is required before brand, trade names; logos of Select Courier are used in any promotional materials, brochures, web sites, production.

8.3 Models, methods, systems, techniques, tools, including software, web services, used for the execution of the contract and / or agreement and the results of the assignment and / or contract are included and remain the property of Select Courier.

8.4 The web based activity rights are exclusively owned by Select Courier and / or its licensors. Entering into a contract and / or agreement, to use the web services or any other information transferred to Select Courier by the customer does not transfer the copyright or any other intellectual or industrial property. Data provided by the sender is owned by the sender. The database structure or method of storing the data information of the party are the property of Select Courier.

8.5 The customer account, determined by, username, password and / or name is not transferable without the prior written permission of Select Courier.

Article 9. Complaints and Liability

9.1 The receiver should check the goods upon delivery. The receiver must check the shipment to verify that (transportation) damage has not occurred and / or there are no missing items.

9.2 The Recipient, or the Sender is required to raise a complaint in connection with (transport) damage or missing items delivered in accordance with Article 9.1. and to sign the delivery note stating damage or items missing. Failure to record the problem at delivery or notify Select Courier as soon as the delivery has happened will result in the customer losing all his rights in claiming for damages or shortages unless there is intent or a shortcoming by Select Courier.

9.3 If the damage or loss was not apparent on delivery the receiver has five days after receipt of the consignment to notify the complaint in writing. This must include the nature of the damage or loss as indicated to Select Courier. Photographic evidence of the damage items and the packing (external and internal) will be required to support the complaint. Additional supporting paperwork (cost receipts) will be requested as needed.

9.4 A consignment is regarded as missing if not delivered within thirty days after collection. Legitimate complaints after this period are assessed on an individual basis.

9.5 Complaints from customers, even if submitted in time, do not automatically suspend payment of the carriage costs.

9.6 Select Courier accepts no liability for any damage or any kind regardless of how caused, including any inaccuracy, incompleteness of information, or incorrect or improper selection or implementation of services of the hired carriers and / or experts, breach of contract, tort or otherwise, unless the damage is due to intentional or a shortcoming of Select Courier. Furthermore Select Courier accepts no liability for indirect damages, which include consequential damages, lost profits, lost savings and business opportunities.

9.7 Select Courier, including its employees and associated consultants have a limit of liability not greater than 25% of the invoice value of the relevant underlying transaction where a serious failing of Select Courier is determined.

9.8 Notwithstanding the other provisions, and subject to any other written agreements, the liability for transporting Select Courier and / or the Carrier for (partial) loss and (partial) damage to the shipment as follows: for national road transport and road transport in the Netherlands, liability is limited to EUR 3.40 per kilogram for missing or damaged weight. In case of international road transport, liability is limited to 8.33 SDR (approximately EUR 9.30) per kilogram of weight for missing or damaged. If transport occurred exclusively or partly by air, the Warsaw Convention applies and the liability of the carrier to a maximum of 17 SDRs (approximately EUR 19, -) per kilogram of weight for missing or damaged. In the absence of direct applicability of the Warsaw Convention, the liability will be determined as such.

9.9 In all the above cases, the damages are based on the actual value of the consignment at the place and time of receipt. The starting point is the number of missing or damaged kilograms. Furthermore, in any case of partial loss any settlement will be proportionally refunded.

9.10 The actual value will be determined on the basis of customs, repair, replacement, purchase or market value, which is the lowest value.

9.11 Select Courier shall not be liable if the loss, damage or delay is caused by:
a. debt or an order of the sender or recipient;
b. a defect in the order;
c. special circumstances as mentioned in Article 10.1;
d. conditions that the Carrier could not avoid and whose consequences it could not have prevented.

9.12 Select Courier and / or the Carrier chosen by the customer are protected against third party claims for damages arising from and related to the delivery and/ or resulting from the incorrect use of the labels supplied by Select Courier, as well as a use not in accordance with the instructions or advice of Select's Courier.

Article 10. Force Majeure

10.1 There is no question of a breach by Select Courier if the delivery is overdue. Force majeure includes, but is not limited to non-attributable failure of third parties, including suppliers of Select Courier, actions or requirements of public authorities, strikes, disruptions in the electricity, internet and / or telephone services, business, traffic, weather and / or transport breakdowns and further other circumstances which could Select Courier not reasonably have expected that it fulfills its obligations to the other party.

10.2 Any additional costs incurred by force majeure, in relation to delivery, including transport, storage and handling costs, warehouse or land rent, deceased, standing and redundancy payments, insurance, removal, etc. shall be borne by the customer.

10.3 If due to circumstances beyond its control continue and Select Courier fails to comply with an obligation under the contract for as long as the force majeure lasts, the customer in cases of force majeure is not entitled to terminate the agreement unless the force majeure has continued for more than fourteen days. The cancellation is performed by a registered written notice to Select Courier. Services already made will be charged pro rata. The obligation to pay for the services shall remain in full force until the date of termination.

Article 11. Cancellation and termination

11.1 Select Courier has the right to cancel the agreement with the customer unilaterally, in whole or in part, and to terminate a contract if the customer was negligent. The effect of force majeure or the permanent inability to reasonably complete an order, where it can reasonably be shown that the task execution was carried out according to the contract and / or agreement compensation cannot be offered.

11.2 In addition, customer dissolution can be informed by registered written notice, subject to the rights of Select Courier, if
a. the business of the customer is wholly or partially transferred, suspended, insolvent or is liquidated;
b. the customer is bankrupt or suspension of payments has become, under administration or under guardianship, or an application on bankruptcy, moratorium, receivership or guardianship has been filed;

- c. assets of the customer have been seized.

Article 12. Decline and limitation

- 12.1 All claims against Select Courier under these Conditions are limited: National road transport, road transport in the Netherlands, after the lapse of one year from the beginning of the day following the day the shipment was delivered or should have been delivered. International road transport, after the lapse of one year, counting from, in case of partial loss, damage or delay from the date the shipment was delivered and in the case of total loss, from the thirtieth day after the scheduled date of episode. Air transportation, within two years, counting from the arrival of the shipment at destination, or the day on which the aircraft should have arrived, or from the interruption of transport. In all other cases, after a period of three months after completion of the (transport) contract, in case of intent or a shortcoming of Select Courier a limitation period two years applies.
- 12.2 A written claim shall suspend the limitation period on. Partial recognition of the claim meets the limitation only for the part. A written rejection of claims having the same issue faced the limitation period. Barred a claim can not be settled.

Article 13. Confidentiality, privacy and security

- 13.1 Select Courier will observe confidentiality regarding the execution of the contract and / or contract data and information obtained regarding the business affairs of the other party (ies). In particular, Select Courier will maintain confidentiality with respect to data and information provided when using the web services.
- 13.2 Using the Select Courier website or related websites to provide information through automatic Internet searches to third parties is strictly prohibited. Select Courier does not accept ideas, concepts or techniques for services and / or goods from other sites. If such information is received, it will not be treated as confidential and Select Courier are deemed free to use such information and may at its discretion to re-use.
- 13.3 Using the web services requires personal data to be provided. Select Courier acts as an intermediary. In this capacity, Select Courier complies with all its legal obligations. The customer is to be regarded as responsible, as defined in Article 1 d of the Data Protection Act. By entering into the contract and / or contract the customer has an obligation to ensure data from and about the end user is in the context of web services and the customer is to comply with all legal requirements. Passing on the data, by Select Courier will only occur under the authority of the customer, or as a legal obligation.
- 13.4 The other party agrees that Select Courier, can make use of data provided to Select Courier for commercial, management and security analysis, administration and advertising services and / or goods by Select Courier delivered. Moreover the other party have agreed that the name and / or logo of the other party can be used on the website of Select Courier. The other party has certain legal rights (Select by Courier to contract) to access, rectify, object to the use for direct marketing or delete personal information about Courier Select the other party possesses. A detailed privacy statement is published on the website of Select Courier.
- 13.5 Select Courier will take steps to maximum capacity to protect the information stored on the servers. These measures will be appropriate, taking into account the state of the art and the costs involved. Select Courier will especially exercise extreme care to prevent unauthorized access to unauthorized information from the customer. The customer is deemed to use the standard safety equipment that reasonably they ought to have on a computer, such as anti-virus, anti-spam, anti-spyware, Anti-mail true, anti-phishing and firewall solution. Furthermore, the customer is to ensure that the session in the web application is closed when you leave the site.

Article 14. Applicable law and jurisdiction

- 14.1 These Terms and any ensuing or related disputes are governed by Dutch law.
- 14.2 All disputes arising out of or resulting from an agreement or practice to which these Conditions apply, shall be decided by the competent court in Rotterdam or Amsterdam The Netherlands in the absence thereof, except pursuant to mandatory law another jurisdiction.

Rotterdam The Netherlands, 1 april 2011