
**SPECIAL CONDITIONS DIGITAL SOLUTIONS LANSIGT ACCOUNTANTS EN
BELASTINGADVISEURS B.V. (version October 2020)**

1 General information

- a) In these special terms and conditions the client is understood to mean: the natural person or legal entity that has commissioned Lansigt accountants en belastingadviseurs B.V. ("Lansigt") to provide digital services and products (to be called "solutions"), including the provision of (accounting) solutions via the internet using any technique whatsoever.
- b) In addition to these special terms and conditions, the general terms and conditions of the association SRA (Samenwerkende Registeraccountants en Accountants-Administratieconsulenten) applied by Lansigt also apply to the agreement between Lansigt and the client.
- c) In case of conflict between provisions of these special terms and conditions and provisions of the general terms and conditions, the provisions of these special terms and conditions shall prevail.

2 Commencement and duration of the agreement

- a) It is possible to adjust the agreement - for example with regard to the number of users - on a monthly basis.
- b) Termination is possible subject to 1 month's notice.
- c) Lansigt has the right, after prior notice by letter or e-mail, to suspend the provision of services and to terminate the agreement if the client:
- abused the solutions;
 - alters or attempts to alter the solutions;
 - copies or attempts to copy the solutions;
 - uses the solutions in a way that infringes Lansigt's copyright and/or the copyright of Lansigt's suppliers;
 - makes the solutions available to third parties;
 - the client is or has been granted suspension of payment, the client is in a state of bankruptcy or has been declared bankrupt, or the client is or has been admitted to the statutory debt rescheduling scheme for natural persons;
 - the client has not paid the fee due within 30 days after invoicing;
 - the client is or will be dissolved as a legal entity.

3 Obligations of Lansigt

- a) As a good service provider, Lansigt strives to ensure (1). the optimal delivery of the agreed services (2). the security of the data of the customer that are stored (3). the care and updating of the servers and software and (4). the correct handling of any complaints.

4 Responsibilities of Lansigt

- a) Lansigt will in principle make the solutions available 7 days a week and 24 hours a day and try to prevent unannounced downtime. If the solutions become less available or unavailable without prior notice Lansigt will endeavour to restore availability as soon as possible. Lansigt cannot guarantee unrestricted access to the servers on which the solutions are housed, as this access always requires the use of resources and services of Lansigt's suppliers and regular maintenance work.
- b) Lansigt provides support to the customer via e-mail and telephone where the support is limited to remedying technical defects in the solutions and answering questions about the functionalities in the solutions insofar as these can be answered in all reasonableness.
- c) Lansigt and its suppliers are permitted to (temporarily) put the systems out of operation for e.g. maintenance, testing and renewal of the systems, whereby the aim is to keep any reduction in availability to a minimum and without the client being entitled to compensation from Lansigt.
- d) Lansigt and its suppliers are permitted to make changes to the solutions, without the client being entitled to

compensation from Lansigt. These changes will mainly relate to solving malfunctions and improving and expanding the functionality.

5 Obligations of the client

- a) The client must have the correct and correctly functioning equipment for the use of the solutions via the internet.
- b) The client shall act and behave in accordance with what may be expected of a responsible and honest user. It is not permitted to gain access to the systems of Lansigt and its suppliers and the accompanying data in any other way than via the solutions. The client shall therefore not attempt to hack Lansigt's systems and its suppliers or attempt in any way whatsoever to gain access to (parts of) these systems of which the client knows, or should know, that he has no rights. The client must at all times keep confidential any confidential information obtained by accident and notify Lansigt of this acquisition.
- c) The client shall refrain from causing damage to the solutions delivered in the broadest sense of the word.
- d) Except as far as compulsorily permitted by law or in the agreement, the client may not decompile or apply reverse-engineering to software made available. Furthermore, it is not allowed to remove or bypass protections or technical (user) restrictions of software.
- e) The client is not permitted to transfer his or her licence or other rights arising from the agreement to third parties or to allow third parties to use it.

6 Responsibilities of the client

- a) For the purpose of access to the solutions, the client shall receive an access code. A different (type of) access code may be provided for each solution offered, including, but not limited to, a PIN and/or tan code provided by text message or otherwise. The client is at all times responsible for the use and management of his or her access code(s). It is therefore forbidden to hand over certificates, user names and passwords to third parties. Lansigt accepts no liability for damage resulting from the distribution of certificates and/or user names and/or passwords to third parties.

7 Other provisions

- a) For the solutions offered by Lansigt to its customer, Lansigt is dependent on the resources and services of its suppliers and/or third parties. Lansigt is not liable for damage of any nature or on any basis whatsoever caused by services or networks of its suppliers and/or third parties, including failures in the networks, infrastructure or software of its suppliers and/or third parties.
- b) Lansigt is entitled to put the access to the solutions provided to the customer out of operation with immediate effect and without further notice, if and as long as the customer acts in violation of articles 5a up to and including 5e. Furthermore, Lansigt is in that case entitled to terminate the agreement with immediate effect, all this without any right to compensation from the customer towards Lansigt.