

Article 1. General

1. These general Terms and Conditions are applicable for the use of the application Idiligo by Customers of Idiligo B.V. and to all agreed services like implementation, operational maintenance and support of Idiligo, as well as services such as training, consultancy and other services when provided.
2. Idiligo is a trade name of Idiligo B.V.
3. A Customer is defined as the contractual counterpart of Idiligo B.V. A Customer-user is an organization or person using Idiligo.
4. These Terms and Conditionals are applicable to all proposals, quotations and contracts between Customer and Idiligo B.V.

Article 2. Proposals and Quotations

1. All proposals and agreements made by Idiligo B.V. are only binding when signed or confirmed in writing. Proposals are not automatically binding for future orders.
2. A proposal and/or an agreement made by Idiligo B.V. cannot be binding in case a Customer must reasonably understand that the proposal or agreement contains mistakes.
3. All prices stated in the aforementioned proposals, quotations and contracts are exclusive of VAT and other governmental levies, unless explicitly provided for otherwise in such proposal, quotation or contract.

Article 3. License and Usage

1. Idiligo B.V. grants Customer a non-transferable, non-exclusive license for using the application Idiligo.
2. Idiligo is granted to Customer and Customer-users for their business purpose.
3. In case Customer or Customer-user is charged on a per session basis this is charged on a pre-paid basis, the amount is valid for a period of 12 months.
4. Customer is responsible for the use of the application by their Customer-users and ensures that the instructions given by Idiligo B.V. with regard to the use of the application are followed.
5. With regard to the use of the Idiligo application, Customer and Customer-user will refrain from any activity of which he/she reasonable understands that this is contrary to regulations or could do harm to Idiligo B.V.
6. Customer is responsible for removing Customer-users.
7. Customer needs to measure up to the conditions of using the application Idiligo.
8. Idiligo B.V. is entitled to delegate activities to third parties.

Article 4. Duration and Termination

1. The Agreement between Idiligo B.V. and Customer is entered into for an indefinite period of time unless agreed otherwise. Each party is authorized to terminate the contract with a notice period of 3 months, unless agreed otherwise.
2. Each party is entitled to suspend obligations or to dissolve the contract if:
 - a. The other party fails to meet his contractual obligations (in full);
 - b. The other party is being liquidated, declared bankrupt or granted suspension of payment;

Article 5. Force Majeure

1. Parties are not required to comply with any obligation if prevented from doing so as a result of a circumstance that is beyond their control and for which they cannot be held accountable by virtue of the law, a juristic act or generally accepted views.
2. In these General Terms and Conditions, force majeure is defined – in addition to that which is deemed as such by law and legal precedent –as all circumstances, foreseen or unforeseen, that are beyond the control of a party and that prevent parties from meeting their obligations.
3. Parties can suspend their contractual obligations during the period of force majeure. If the period of force majeure lasts longer than two months, either party shall be entitled to dissolve the contract without being obliged to pay any compensation for damages to the other party.

Article 6. Payment

1. Payment to Idiligo B.V. is due within 14 days of the invoice date, without any deduction, discount or sett-off, by depositing or transferring the payable amount to the bank account stipulated by the receiving party.
2. In the case of an online order via the Idiligo website payment will occur by direct debit on a monthly basis.
3. In the event of Customer being liquidated, declared bankrupt or granted suspension of payment, the claims of Idiligo B.V. on Customer shall become immediately due and payable.

Article 7. Liability

1. In the event of Idiligo B.V. being held liable, that liability shall be limited to the provisioning of this clause.
2. Idiligo B.V. is not liable for any damage of any nature in cases this results directly or indirectly from any by the Customer or Customer-user incomplete and incorrect data.
3. The liability of Idiligo B.V. is only limited to direct losses and is limited to a maximum of twice the monthly fees.
4. Idiligo B.V. cannot under any circumstances be held liable for indirect losses, including consequential losses, loss of income, missed savings or losses caused by business stagnation.

Article 8. Transfer of risk

The use of Idiligo is for cost and risk of the Customer and its Customer users from the moment on the application is implemented and/or used.

Article 9. Indemnification

1. Customer indemnifies Idiligo B.V. against claims of third parties regarding intellectual property rights on materials or information issued to Customer and which are used during implementation of the contract.
2. If Customer issues Idiligo B.V. with information carriers, electronic files or software, etc., he guarantees that the information carriers, electronic files or software are free of viruses and defects.
3. Customer indemnifies Idiligo B.V. against claims of third-parties regarding losses related to or arising from the implemented order if and insofar as idiligo B.V. is not liable to Customer in that respect by virtue of the provisions of article 7.

Article 10. Intellectual Property

1. Idiligo and all its further developments during the contract period ("Foreground") is owned by Idiligo B.V. Idiligo B.V. reserves the right by execution of this Agreement to use the knowledge and insights gained for other purposes provided that doing so does not result in confidential information being disclosed.
2. Notwithstanding the other provisions of these General Terms and Conditions, Idiligo B.V. reserves the rights and powers under the Netherlands Copyright Act.
3. All reports, recommendations, contracts, designs, sketches, drawings, software, etc., issued by Idiligo B.V. are exclusively designated for the client's own use and the client may not, without the prior permission of Idiligo B.V., reproduce them, publish them or communicate them to third-parties unless otherwise determined by the nature of the issued documents.

Article 11. Confidentiality

1. Both parties are obliged to protect the confidentiality of all confidential information that they obtain from each other or from other sources in the context of their contract. Information is deemed to be confidential if the other party has been informed that is the case or if that is apparent from the nature of the information.
2. If Idiligo B.V. is obliged pursuant to a statutory provision or a legal ruling to disclose confidential information to third-parties designated by the law or the court with competent jurisdiction, and Idiligo B.V. is unable to invoke a right to privilege recognized or permitted by statute or by the court with competent jurisdiction, Idiligo B.V. is not obliged to pay compensation for damages or other compensation and the counterparty is not entitled to dissolve the contract on the ground of any losses thus caused.

Article 12. Applicable law and disputes

1. The parties shall not refer a matter to court until they have done their utmost to resolve the dispute in mutual consultation.
2. All Legal relationships between Customer and Idiligo B.V. to which these General Terms and Conditions apply shall be governed by the laws of the Netherlands and the courts of Amsterdam shall have exclusive jurisdiction. The Vienna Sales Convention is expressly excluded.