



White Canvas B.V. Terms and Conditions

Registered at the Amsterdam Chamber of Commerce (Netherlands) under no. 34249318.

Article 1: Applicability Conditions

The following conditions apply to all offers, products, operations, services and agreements set forth and/or carried out by White Canvas B.V.

Article 2: Definitions

Within the scope of these general conditions, the following terms shall be defined as follows, unless explicitly stated otherwise:

1. "White Canvas": White Canvas B.V.
2. "Client": the counterparty to White Canvas
3. "Agreement":
 - a. the oral, written or electronic agreement or contract executed for services between the Client and White Canvas, or
 - b. the Client's payment of a sum into White Canvas' account.

Article 3: Prices

1. The prices quoted by White Canvas are expressed in euros, and exclude VAT unless otherwise noted.
2. White Canvas holds the right to raise all fees annually by a percentage. Such amount is equal to 5 percent plus a percentage equal to the increase in the consumer price index, as set by the CBS [*Dutch Central Statistics Office*], for the year prior to the year in which the increase is proposed. It should be mentioned explicitly that the index-based increases in price applied by White Canvas is not grounds for a premature dissolution. The consumer price index is an integral part of the agreed upon price.

Article 4: Payment

1. White Canvas invoices clients before delivering services, and collects monthly amounts on the 20th of each month.
2. Payment must be made within 15 days of invoice date, unless otherwise agreed.

3. Payments are to be made without discounts or set offs. Client does not have the right to suspend payment in case it has, or purports to have a claim against White Canvas. Objections against the amount of the invoices do not suspend obligation to pay.
4. After expiration of the payment term, the Client is legally considered in default. From the moment of entry into default, the Client is liable for a monthly 1% interest rate, with portions of the month considered a full month.
5. If the Client is three (3) months in default, full payment of all remaining contract dues must be made.
6. Upon expiration of payment terms, White Canvas is entitled to suspend all its services until payments have been received. Suspension of the services does not indemnify the Client of its ongoing payment obligations.
7. In case of liquidation, bankruptcy, seizure or suspension of payment by the Client, White Canvas' losses against the client are immediately claimable.
8. If a payment is made, this shall be executed in accordance with Art. 6:44 of Dutch Civil Law, along with all accrued interests and costs.

Article 5: Collection Fees

1. If the Client is in default or fails to fulfill any of its obligations, it shall be responsible for all reasonable costs incurred by White Canvas to remedy such default. To this end, an administration fee of €32.50 shall be added to such amount. These amounts may be changed at any time by White Canvas, provided it communicates its intention to do so.
2. Where the Client has failed to fulfill its payment obligations, White Canvas is entitled to avail itself of a third party collection authority. In such case, the Client must pay extrajudicial collection costs, which amount to 15% of the principle including outstanding debt (minimum €50.00)
3. In addition to collections and handling charges, a client registration fee of €25.00 (including VAT) shall be charged.
4. All costs associated with legal proceedings shall be paid in full by the Client.
5. Where White Canvas demonstrates it has incurred higher costs that were reasonably necessary, such costs shall be charged to the Client.



Article 6: Deadlines

1. All contracts are entered into for a minimum period of one (1) year, unless otherwise agreed. The agreement shall be tacitly renewed for a period of one (1) year.
2. Delivery times stated by White Canvas are non-binding. White Canvas shall endeavor to adhere to agreed upon deadlines, but cannot agree to do so. In missing a delivery deadline, White Canvas is not in default and the Client is therefore not entitled to compensation or the right to dissolve this agreement.
3. The Client is obliged to carry out all actions necessary to ensure timely delivery by White Canvas, including the supply of complete, correct and clear information. Within the first four (4) weeks of cooperation, the Client must deliver such agreed upon information. Should White Canvas deem the information sufficient, it is entitled to adjust such information to fit search engine optimization guidelines.
4. For any additional work carried out due to the Client's failure to meet its obligations, the Client shall pay White Canvas its established rates.

Article 7: Force Majeure

1. White Canvas is not obliged to fulfill any obligation if it is prevented from doing so by force majeure, which shall include illness and/or absence of key personnel, defects in or failures of equipment or facilities including telecommunications equipment and energy devices, shortage of White Canvas suppliers, strikes, riots, government measures, fire, natural disasters, floods, damages during conflict situations, and other events that cannot be reasonably attributed to White Canvas. Each party to this agreement is entitled to termination should this condition persist for at least thirty (30) days, without entitlement to compensation or damage due to such dissolution.
2. If White Canvas can, at the time of force majeure, still satisfactorily perform or has performed its duties, it is entitled to invoice for such services separately as if they were part of a separate agreement.

Article 8: Liability

1. White Canvas cannot be held liable in any way for any consequences arising from its services.
2. White Canvas is not liable for property and any other damage suffered by the Client and/or due to shortcomings, and any unlawful (or otherwise unforeseen) act, unless the damages are directly the consequence of gross negligence or deliberation by White Canvas.
3. Insofar as White Canvas is obligated to compensate for any defective services, such compensation is limited to the amount paid out to White Canvas by liability insurance, or to the maximum invoice amount that White canvas has invoiced for the delivered services to the Client.

Article 9: Duration of Contract and Start of Work

1. The work start date of the contract is equivalent of the date of payment, unless a later start date has been agreed. This agreement is valid for a period of twelve (12) months, unless otherwise indicated, and shall be tacitly renewed for a period of twelve (12) months.
2. If the agreed results have been achieved, this contract is automatically converted to a service contract of €60 per month, unless such results have been achieved before the end of the term of this agreement. In such case, the agreement shall expire at the end of the agreed end date. White Canvas will attempt to remedy any new negative results appearing during the duration of this agreement. In such case, the duration of this agreement will in that case be extended with the same term.
3. An exception to Article 9.2 applies where an agreement of less than €60 per month exists between Client and White Canvas. This agreement will be tacitly extended for a period of 12 months at the previously established monthly rate.
4. Maintenance consists mainly of reputation monitoring, as well as hosting costs. In case the Client does not comply with its payment obligations, White Canvas shall suspend its activities delineated within these terms and conditions.



Article 10: Activities

1. White Canvas shall commence its activities only after the first payment due has been made into its bank account.
2. The Client shall refrain from carrying out activities equal or similar to those initiated by White Canvas on its behalf. Should the Client perform such activities itself, White Canvas is entitled to suspend all activities, terminate this contract immediately and recover all future claims against the Client.

Article 11: Termination

1. Both White Canvas and the Client are entitled to terminate—out of court—this agreement to immediate effect where one of the parties has failed to satisfy one (1) or more provisions of such. Attributable failure may be determined when one party, through registered letter, has been notified by the other party of its inability to fulfill obligations within a reasonable term determined by the other party. Dissolution shall be communicated by way of registered letter.
2. Both White Canvas and the Client are entitled to immediately suspend services or terminate this agreement—without observing the standard one (1) month notice period and without paying compensation—should any of the following conditions occur:
 - a. One party's bankruptcy, seizure, or suspensions of payment;
 - b. A change in the control of one of the parties;
 - c. One of the parties acts in a way that damages or could damage the trademark and/or reputation and/or intellectual property of the other party;
 - d. The Client's criminal proceedings or conviction.
3. In all other cases, the Client is entitled to terminate the contract with a notice period of one (1) month. In such case, this agreement shall end one month notification, and on the same day of the month of the original agreement end date. Termination cannot take place until all open invoices have been paid.



Article 12: Consequences of Termination and/or Dissolution

1. Upon termination and/or dissolution, the Client must return all contract-related documents, software and information immediately to White Canvas.
2. Provisions regarding confidentiality, jurisdiction and applicable law are in full force upon termination and/or dissolution.

Article 13: Copyright

1. All documents created by White Canvas, advertising campaigns and other products or services remain the explicit copyright of White Canvas, unless otherwise agreed.
2. Unless there is a valid agreement between the Client and White Canvas, the Client shall pay White Canvas €250 annually for the hosting of its websites.

Article 14: Confidentiality

1. Both Client and White Canvas undertake not to disclose to third parties any confidential information—in the broadest sense of the word—obtained from each other during the term of this agreement, which each know or at least have reason to know is confidential.
2. The Client is especially obliged to impose obligations of confidentiality on its employees and any third party contacted during performance of this contract.

Article 15: Data Protection

1. White Canvas stores the personal data that will be provided by the Client, partly through the Client's own usage of services, in order to perform its end of the agreement and keep the Client up to date of its interesting product or services offerings, as well those of other carefully selected companies. In doing so, White Canvas endeavors to take its Client's preferences into account.
2. The Client has the right to inspect, correct, or remove stored personal data, as well as the right to ascertain to which extent such information is factually correct, incomplete or not relevant to the purposes for which it is processed, or if it otherwise violates Dutch privacy laws. Requests must be made in writing to White Canvas.
3. White Canvas shall not share personal data with third parties, unless if done in accordance with the means for which such information is to be processed and/or unless the client has given permission or such information must be shared. Such an obligation may exist due to legal duty, including the forwarding to competent authorities of information or where failure to supply relevant information would constitute an unlawful act towards third parties. Where White Canvas is legally obliged to share data or where it is determined that such obligation did not exist, White Canvas shall not be held responsible for any resulting damages to the Client.

Article 16: Amendments to these Conditions

1. In all cases, White Canvas is entitled to amend these terms and conditions. White Canvas shall notify the Client by e-mail or mail at least one (1) month before such changes are implemented. Furthermore, White Canvas shall publish the modified conditions on its website at least one (1) month before their entry into force. The parties are both bound by the amended terms from the date they enter into force.
2. In case the Client rejects any introduced changes to this agreement, it is entitled – in accordance to Article 13.1 – within seven days to notify its intent to cancel this agreement on the date in which the changed conditions would enter into effect.



Article 17: General Provisions

1. The parties may not, without prior written consent of the other party, transfer their rights in this agreement either fully or partially to third parties.
2. The parties shall make known that all provisions in the agreement are considered essential components of such, without which the parties would have not entered into this contract.
3. Should one party's non compliance at any moment with one or more provisions of this agreement go unnoticed, or should one party's rights derived from this agreement go unexercised, such provision shall still be deemed applicable, and shall still be obligatory.
4. Nullity of any of the provisions herein does not affect the legal validity of the remaining provisions.
5. Changes to the contract are only valid if made in writing and signed by both parties.

Article 18: Jurisdiction and Applicable Law

1. All disputes arising from or related to this contract shall be exclusively subject to the jurisdiction of the competent court in Amsterdam.
2. Dutch law applies exclusively to this contract, as well as all disputes relating to or arising from it.