

Terms and Conditions Feedback Company

Article 1. Definition

These Terms and Conditions and Terms of Use include:

1. Feedback Company: Feedback Company BV, established in Capelle aan den IJssel and registered in the commercial register under number 59,901,446..
2. User: any natural or legal person may or may not make an additional charge of Feedback Company Services.
3. Service: by facilitating Feedback Company in collecting and managing customer review data user and publishing it on the user's website.
4. Website: The website or websites Feedback Company used under the agreed Service.
5. Rating data: Data provided by User provided by Customers to Customer and Customer Service to Customer.

Article 2. Applicable sing area and amendments to the Agreement

1. These Terms and Conditions apply to all agreements between the Company and User Feedback.
2. Terms and Conditions of User are expressly rejected.
3. If and insofar Feedback Company currently does not use any right granted by or pursuant to this agreement, this can never be considered as a waiver of rights.
4. If and to the extent that any provision of these Terms is destroyed or is void, leave it to the other provisions and clauses of these terms and conditions. The parties will then consult for a new clause in place of the null or void clause.

Article 3. Offer

1. Feedback Company is not bound by its offer if they involve compression and / or errors or bugs on the Website.
2. The listed prices for the services are in Euros excluding VAT.

Article 4. Registration

1. Users must register before they can use the Feedback Company Services.
2. Users need to register to enter the data requested thereby Feedback Company fully and truthfully. They are responsible for the accuracy of the data and its relation Feedback Company be liable for damage due to incomplete or incorrect information.
3. Feedback Company exercised strict confidentiality regarding the registration and use it only for the purpose for which it was provided by the User.
4. Feedback Company will check the data provided by the User whenever possible. If Feedback Company has reason to doubt the accuracy of information

provided by the user or the user's intentions when you registered, it has the full right to refuse the registration of the user. Any money paid for registration will be refunded insofar as User has not been able to make use of Services after deduction of a (part of) compensation for any damage suffered.

5. User is obliged to inform Feedback Company immediately about changes in its business, service or name and address.

Article 5. Implementation of the Agreement

1. Commits Feedback Company only to providing exercise and not to deliver a certain result. Feedback Company is in no way responsible for the accuracy of the information on its website but does her best to gather correct information and publish it on its website. However, users themselves bear the responsibility and responsibility for the accuracy of the information provided by them for the purpose of the Website.

2. Feedback Company is committed to providing its services via the Website and affiliated websites without letting failures expired but is not liable for interruptions therein, notwithstanding the provisions of Article 11.

Article 6. Services

1. Feedback Company facilitates gathering Assessment Stat, manages the Assessment Data and publish it. Nevertheless Feedback Company in each jurisdiction to modify its services, which it will indicate on its Web site and will report to the user. In the event of a significant change in the Service, User is authorized to terminate the Service by date of the change, in so far as this change affects her.

2. The User is responsible for the delivery of Assessment Stat and the accuracy and completeness of this data.

3. By decreasing the Service, the User agrees that Feedback Company is in no way involved in the legal relationship between the user and his customer whose data are processed in reviews of services by user. The website and related websites that serve to publication review Stat only give a passive display of Assessment Data on services of User.

4. Feedback Company is fully entitled to refuse or delete publishing Assessment data if the content is contrary to Article 7.3.

5. Payment for a Service is owed to the User regardless of whether and to what extent the Service provides a Result for the User.

Article 7. Obligations User

1. The User shall all obligations incurred Feedback Company known, instructions and restrictions as set out in these Terms and Conditions, the Website, and other rules and regulations must be observed.
2. The User is fully responsible for the use of services Feedback Company, including the use of its account usage. Illegal use thereof is at the expense and risk of User.
3. Using services Feedback Company for committing criminal acts and other improper use referred to in this article is no longer prohibited. Among these offenses fall at least: computer intrusion ("hacking"), destruction, damage or neutralization systems, spreading viruses or keyloggers or sending "mail bombs". Under irreversible use, in any case, use is in violation of national or international law (international as far as relevant and recognizable), breach of good practice or the spirit of conduct and rules of conduct applicable to the Internet, conflict with third party rights , Invoking third parties to commit crimes or other actions prohibited in this paragraph, discriminating against persons. Prohibited content on the Web Site Feedback Company is deleted without warning.
4. The User will only provide Evaluation Details about actual services and / or transactions. Feedback Company is empowered by user at least to require its customers this evidence in doubt about it.
5. The User is committed to giving all her clients a review of her services and / or transactions.
6. The User guarantees that the Service Feedback Company is only used for the purpose for which it is given.
7. The User guarantees that they carefully handles the login details of her account Feedback Company. She is obliged to compensate the damage Feedback Company suffers through unauthorized use of the account by any third party.
8. The User agrees that there is an agreement, partnership, agency or other relationship with Feedback Company which creates legally binding in any way.

Article 8. Rates

1. If during the execution of a price increase service is conducted by Feedback Company is entitled to terminate the agreement within 15 days of notification of the price increase. User warrants that this dissolution Feedback Company achieved and bear the risk.
2. An increase in tariffs due to a legal increase in sales tax or otherwise a price-increasing condition of government is not a ground for dissolution as referred to in paragraph 1 of this article.

Article 9. Payment

1. The User is obliged within 30 days after the invoice date to pay the invoices of Feedback Company in the manner specified by Feedback Company. If User is in default of timely payment in accordance with this time limit, he is subject to a commercial interest in accordance with Article 6: 119a of the Civil Code.
2. Protests on the invoices of the Feedback Company must be made within 7 days after the invoice date to the Feedback Company, under penalty of forfeiture of rights.
3. The User is not authorized to settle claims against his payment obligations under the Agreement.

Article 10. Duration of the agreement (except for a 30-day trial period)

1. The agreement on the Service is entered into for the duration of 1 year, after which, in the absence of timely termination, it is renewed each time with the same period.
2. Denunciation shall be subject to at least 0 A month notice in writing. The User is in for proper shipping and is at risk of receipt of the notice of termination.

Article 11. Liability and indemnity

1. Subject to mandatory provisions Feedback Company is not liable for damages, in whatever form, the User or third parties.
2. Notwithstanding the still limited to the amount of the price stipulated in the agreement in an appropriate per occurrence liability Feedback Company determined under paragraph 1 (excl. VAT). If the agreement is carried out on more than one card a year, the price stipulated for the agreement shall be the total of the fees (excl. VAT) for T 0 years. In no event shall the total liability of Feedback Company for direct damages, on any basis whatsoever, exceed € 1000, -. (Twenty thousand Euro).
3. The Feedback Company liability for indirect damages, consequential damages, lost profits, lost savings and loss of goodwill is always excluded.
4. The certain exclusions and limitations in this Article shall not apply if and insofar as the damage is the result of willful misconduct or gross negligence of the management of Feedback Company.
5. Unless performance is permanently impossible Feedback Company created its liability due to culpable failure to perform a contract only if the User Feedback Company immediately notice of default in which a reasonable time period for the recovery of the failure, and Feedback Company even after That period is not attributable to the deficiency. User is hereby informed of a detailed and complete description of the shortcomings.
6. User is toward Feedback Company held a timely notification of the defect, which in any case within two months after the occurrence of the damage and

familiarity with the person responsible must be observed, in that regard to forfeiture of rights.

7. User indemnifies Feedback Company for all claims of third parties arising from the contract. All through Feedback Company suffered damages resulting from claims by third parties, including costs of conducting a defense against claims and legal costs, will be borne by the User.

8. The provisions of this Article shall apply to user also for the benefit of all (legal) persons whose Feedback Company engages for the execution of the agreement.

9. Feedback Company will take appropriate security measures to protect its websites from unauthorized access by third parties. However, users contribute relevant risk and should, where possible backups up data.

Article 12. Force majeure

1. None of the parties to the agreement are required to comply with any obligation, if they are prevented from this because of force majeure. Force majeure is understood to mean: (i) Force majeure, (ii) defects, equipment, software or third party materials that have been used by the other party, (iii) governmental measures, electricity interference or interference with the Internet, computer networking, or telecommunication facilities that implementation of the agreement hinders wholly or predominantly, (iv) war, (v) strike, (vi) general transport problems and (vii) the unavailability EE one or more of Feedback Company personnel due to a circumstance in which Feedback Company no direct can influence to raise this unavailability as illness.

2. If a situation of force majeure lasts longer than sixty days, either party has the right to dissolve the agreement in writing.

3. What has already been done under the agreement will be settled proportionately, without parties being owed to each other for the rest.

Article 13. Termination of the Agreement

1. Feedback Company is authorized to suspend or terminate the agreement on the fulfillment of the obligations if:

1. The User does not fully or correctly comply with the terms of the agreement and these terms;

2. After the conclusion of the agreement comes to her information to my attention allowing Feedback Company has good reason to fear that the user will not fully or properly fulfill the agreement. If this is the case, the agreement Feedback Company will only suspend or terminate so far the shortcoming justifies it.

3. Feedback Company is also entitled to terminate the contract if it is granted to user moratorium or user in a state of bankruptcy.

Article 14. Intellectual property and information sharing of the Website

1. All copyrights, trademarks and related intellectual property rights to include the names, images and text on the Website or in other applications, correspondence, e-mails and other Feedback Company resources held exclusively by Feedback Company except to the extent by intellectual property Protected content of Users.
2. Assessment data also "review" mentioned are the property of Feedback Company.
3. Users and other visitors to the Site Feedback Company are not authorized to share the information with third parties website, whether it comes from Feedback Company or by users without the express permission of Feedback Company.

Article 15. Confidentiality and destination of confidential information

1. Both parties are required to maintain confidentiality of all confidential information they share in the context of the agreement. Information is confidential if it is designated as such or if it is due to the nature of the information in question. The confidential information will only be used for the purpose for which it is provided.
2. If Feedback Company is held under a statutory provision or court order to disclose confidential information Feedback Company is not obliged to compensate for damages and, so far as it is concerned, the user is not entitled to terminate the agreement.

Article 16. Feedback Company and Google

1. Feedback Company has a license agreement with Google. All Google offered via the Feedback Company generated review data system for indexing in Google Adwords and / or Google Shopping.
2. The foregoing shall not affect Feedback Company can not guarantee nor can be influence when or if the ratings are shown in the results of Google. The user should refer to Google in this regard.

Article 17. Applicable law and competent court

1. These Terms and Conditions apply to Dutch law.
2. All disputes will be submitted to the competent court in the nearest vicinity of the location of Feedback Company, without prejudice of Feedback Company to submit any dispute to another judge.