General terms and conditions of Staxxer

Article 1. Definitions

1.1 Offer/Offers: any offer made by or on behalf of Staxxer, in any form, including but not limited to quotations, quotations and proposals.
1.2 General Terms and Conditions: the present set of general terms and conditions, including associated modules.
1.3 Client: any natural or legal person to whom an Offer has been made or with whom Staxxer has entered into an Agreement.
1.4 Agreement: the agreement entered into between Staxxer and Client that relates to the provision of software services, Bookkeeping activities and Declaration, VAT and/or EPR registrations and/or Advisory work.
1.5 Party(ies): Staxxer and Client separately or jointly.
1.6 Staxxer: the private company with limited liability Staxxer B.V., having its registered office in Nijmegen and its principal place of business at Gerard Noodtstraat 34, 6511 SW Nijmegen, registered in the Trade Register of the Chamber of Commerce under number 81738021, as well as its participations and affiliates.
1.7 Hourly rate: the hourly rate as mentioned in the Agreement that is payable to Staxxer for additional work as defined in the Agreement or these General Terms and Conditions.
1.8 Confidential Information: any information designated as confidential by a Party, or which it is reasonable to expect to be confidential, including but not limited to: business information, financial data, customer information, and technical data, as well as any data relating to the work performed under the Agreement.

Article 2. Applicability

2.1 These General Terms and Conditions shall apply to all Offers and Agreements (to be concluded) between Staxxer and Client, or any legal relationships resulting therefrom.
2.2 In the event of any conflict between the provisions of the Agreement and these General Terms and Conditions, the provisions of the Agreement shall prevail.

2.3 If one or more provisions of these General Terms and Conditions are null and void or annulled, the other provisions shall remain in full force. In such case, the Parties shall consult to replace the void or voided provisions with provisions that are as close as possible to the purpose and meaning of the void or voided provisions.
2.4 Staxxer reserves the right to unilaterally amend these General Terms and Conditions in the interim. After the amended General Terms and Conditions have been sent to Client, the amended General Terms and Conditions shall apply retroactively to current Agreements.
2.5 Not only Staxxer, but also all (legal) persons engaged in the performance of the Agreement or who are or were in any way affiliated with Staxxer, may invoke these General Terms and Conditions.
2.6 In the event of any inconsistency between the Dutch version of these General Terms and Conditions and translated versions, the Dutch version shall prevail at all times. The translated versions are provided for informational purposes only and have no legal force.

Article 3. Offers and quotations

3.1 Any Offer made by Staxxer is without obligation and may be revoked by Staxxer at any time, without Staxxer being held liable in this regard.
3.2 Any Offer made by Staxxer is subject to printing and/or writing errors. Errors in an Offer and general information not exclusively addressed to Client (such as brochures or statements on its website) shall not bind Staxxer and shall not lead to liability on the part of Staxxer.

Article 4. Conclusion and amendment of the Agreement

4.1 The Agreement shall come into effect through Client's acceptance of the Offer sent by Staxxer, or through Staxxer's actual performance of the Agreement.
4.2 If the acceptance deviates (in minor points) from the Offer, Staxxer shall not be bound by these deviation(s).

4.3 If during the performance of the Agreement it appears that for a proper performance it is necessary to change or supplement the activities to be performed, the Parties shall timely and in mutual consultation adjust the Agreement. The associated costs will be invoiced to the Principal in accordance with the Hourly Rate.
4.4 Additional arrangements and/or amendments to the Agreement shall only be binding if agreed in writing between the Parties or if the Agreement is executed by Staxxer in accordance with the additions and/or amendments.

Article 5. Execution of the Agreement

5.1 Staxxer shall use its best efforts to perform the Agreement correctly and on time, but does not guarantee that all work or delivered products are complete and error-free.
5.2 If in the Agreement or through other correspondence a deadline is agreed for Staxxer, this shall in no case be a deadline (fatale termijn). Deadlines issued by Staxxer are only indicative.
5.3 Staxxer shall determine who performs the work on behalf of the Agreement.
5.4 Staxxer is authorized to engage third parties for the performance of the Agreement. Staxxer may also transfer rights and obligations under the Agreement to third parties. In the event of such transfer, Staxxer shall notify Client. These third parties operate at their own expense and risk and Client cannot hold Staxxer liable for the conduct of these third parties.
5.5 All Agreements are entered into exclusively by Staxxer and expressly not by any of its shareholders, or those working for it. Applicability of Section 7:404 of the Dutch Civil Code and Section 7:407(2) of the Dutch Civil Code is expressly excluded.

Article 6. Obligations of Client

6.1 Client is obliged to provide all required cooperation in time and to deliver all relevant data and documents necessary for the performance of the Agreement, including in any case all relevant financial and administrative data and a correct opening balance sheet with supporting documentation.

6.2 Client warrants the accuracy, completeness and reliability of the information provided, even if it comes from third parties.
6.3 Client shall grant Staxxer access to all systems relevant to the performance of the Agreement.
6.4 Client shall immediately report changes in company data or relevant financial information to Staxxer in writing.
6.5 If Client fails to provide the required information or if the information provided turns out to be incorrect or incomplete, Staxxer shall be entitled to suspend the performance of the Agreement until the required information is provided, without Staxxer being held liable for this. Additional costs resulting from the delay shall be borne by Client in accordance with the Hourly Rate.
6.6 If Client knows or may suspect that Staxxer needs to perform additional or other work to fulfil its obligations, Client shall notify Staxxer of this immediately in writing.
6.7 Client shall designate a permanent contact person within its organisation with whom correspondence shall be conducted. This person shall act as the point of contact for consultation and other aspects of the Agreement.

Article 7. Rates and Payment

7.1 All prices charged by Staxxer are in euros and are exclusive of turnover tax and other government levies.
7.2 Staxxer invoices monthly for the work delivered in the relevant month or year with a payment term of 14 days. One-off services or the purchase of products and/or services with retroactive effect may be invoiced in advance with a payment term of 14 days, unless otherwise agreed. The deadlines used by Staxxer are strict deadlines.
7.3 If a price is based on information provided by Client and this information turns out to be incorrect, Staxxer shall be entitled to adjust the prices accordingly, even after the Agreement has already been concluded.
7.4 Staxxer is entitled to increase the costs arising from the Agreement (including, but not limited to, annual/monthly fixed costs and the Hourly Rate) annually and unilaterally. If the increase exceeds 25% compared to the previous year, Staxxer shall notify Client prior to the effective date of the change.

7.5 For all services offered by Staxxer, Client may purchase an annual plan. In this case, Client shall pay the entire amount due under the Agreement for 12 months in advance to Staxxer. When purchasing an annual plan, the discount as included in the Offer applies. This discount only applies to the first contract year and expires automatically at the end of this period.

7.6 In accordance with the provisions in the Agreement or in these General Terms and Conditions, an Agreement as named in the preceding paragraph may be terminated prematurely. If the Agreement is terminated prematurely, Staxxer will refund the prepaid amount to Client for the remaining months in proportion to the number of full remaining months. Client is not under any repayment obligation for the discount given by Staxxer for the months already elapsed.

7.7 Staxxer shall at all times be entitled to demand advance payment, immediate payment or security from Client under suspension of its own obligations. Any suspension by Staxxer shall not affect the obligations of Client. The right of suspension in the aforementioned cases applies to all Agreements Staxxer has concluded with Client.

7.8 The request as mentioned in the previous paragraph must be complied with immediately by Client. In the event of failure to do so, Client shall be in default immediately without notice of default being required.

7.9 If payment is not made within the set term, Client is legally in default. After expiry of the payment term, statutory commercial interest shall be due on the total invoice amount at the statutory rate as referred to in Section 119a Book 6 of the Dutch Civil Code, as well as all (extra) judicial collection costs incurred by Staxxer, with a minimum of € 250. Including the full costs of any internal or external lawyers engaged. In such case, Staxxer shall also be entitled to suspend or terminate the performance of the Agreement. Staxxer shall not be liable for any damages resulting from such suspension or termination of the Agreement.

7.10 Staxxer shall at all times be entitled to set off its obligations to Client in whole or in part against any claim Staxxer has or will have against Client at any time.

7.11 Client shall not be entitled to invoke any right of suspension or set-off against Staxxer.

Article 8. Complaints

8.1 Complaints about the work performed must, on penalty of lapse, be reported in writing to Staxxer by Client within 5 working days after discovery of the defect or damage, but no later than 30 days after completion of the relevant work, supported by documentary evidence. Failing this, any liability of Staxxer shall be excluded and all rights of Client shall lapse.
8.2 After the discovery of any shortcoming, Client is obliged to do or refrain from doing everything that is reasonably possible and necessary to prevent (further) damage. Client is further obliged to follow all instructions given by Staxxer.
8.3 Client shall provide all necessary cooperation to Staxxer to investigate the complaint. If Client fails to cooperate or the investigation is not possible for any other reason, Client's claims shall lapse.
8.4 Complaints as referred to in the first paragraph do not suspend the (payment) obligations of Client.
8.5 If a complaint is justified, Staxxer will still perform the work as agreed upon, unless this has meanwhile become demonstrably pointless for Client. The latter must be made known and proven in writing by Client. If the subsequent performance of the agreed activities is no longer possible or useful, Client shall only be liable within the limits of these General Terms and Conditions.

Article 9. Termination of the Agreement

9.1 Staxxer is authorized, without prejudice to its right to compensation, to terminate the Agreement with immediate effect by means of a written notification to Client, if one or more of the following circumstances occur:
a) Bankruptcy or suspension of payments has been applied for in respect of Client;
b) Client's company is dissolved, liquidated or shut down;
c) A request for the attachment of goods or property rights of Client is filed or such attachment is actually made;
d) Staxxer has well-founded reasons to fear that Client is not or will not be able to fulfil its obligations under the Agreement and Client fails to provide adequate security for the fulfilment of its obligations at Staxxer's request.

9.2 Staxxer is authorized, without prejudice to its right to compensation, to dissolve the Agreement in writing (and out of court) with immediate effect and without notice of default if Client fails to fulfil its obligations under the Agreement.
9.3 In the event of termination (dissolution or cancellation) of the Agreement on any grounds whatsoever, all claims of Staxxer shall be immediately due and payable. Client shall pay all outstanding invoices and compensate any necessary work to be performed by Staxxer in accordance with the usual Hourly Rate.
9.4 Staxxer shall never be liable for any compensation for damages due to termination, dissolution or other manner of termination of the Agreement.

Article 10. Liability

10.1 Staxxer's total liability shall be limited to compensation for direct damage. Direct damage within the meaning of this article shall, insofar as Client demonstrates such direct damage, exclusively mean:
a) the reasonable costs incurred to determine the cause and extent of the damage, to the extent that the determination relates to direct damage within the meaning of this article;
b) the reasonable costs incurred by Client to have the work or product of Staxxer comply with the Agreement, if and insofar as Client has fulfilled its obligations under the Agreement and the General Terms and Conditions;
c) the reasonable costs incurred to prevent or limit damage, to the extent that Client demonstrates that these costs have led to a limitation of direct damage within the meaning of this article.
10.2 Regardless of the basis of liability, Staxxer shall not be liable for lost profit and indirect damage. Indirect damages include but are not limited to: all damages that are not the direct and immediate result of an attributable shortcoming or wrongful act of Staxxer, consequential damages, missed savings, loss of data, damages due to business stagnation, reputation damage and damages resulting from third party claims.

10.3 Any liability of Staxxer, its shareholders, or those working for it is limited to the amount paid out in the relevant case under Staxxer's liability insurance policy, plus the applicable deductible. If for any reason no payment is made under the aforementioned insurance, any liability shall be limited to an amount equal to the amount Staxxer received in the past 12 calendar months in net invoiced fees excluding VAT prior to the event that caused the liability to arise, with a maximum of € 200,000.00, in words: two hundred thousand euros.
10.4 Staxxer shall not be liable for any damages resulting from incorrect/incomplete or untimely provision of information by Client.
10.5 Any liability of Staxxer shall lapse at the latest within 12 (twelve) months after the claim arose.
10.6 Client indemnifies Staxxer against all claims of third parties (including clients of Client), for compensation of damages, costs or interest arising from or related to the Agreement.
10.7 A series of related damage-causing events shall count as one event for the purposes of this article.

Article 11. Force majeure

11.1 In these General Terms and Conditions, force majeure means all external causes, foreseen or unforeseen, that are beyond Staxxer's control and as a result of which Staxxer is unable to fulfil its obligations. Force majeure includes (but is not limited to): strikes within Staxxer's company, breakdowns in Staxxer's public infrastructure, delays due to computer malfunctions, such as due to DOS or DDOS attacks, shortcomings on the part of Staxxer's suppliers, illness, (natural) disasters, pandemics, (war) danger and government measures.
11.2 During force majeure, Staxxer's obligations shall be suspended. If the period in which fulfilment of Staxxer's obligations by Staxxer is not possible due to force majeure lasts longer than 3 months, Client shall also be entitled to dissolve the Agreement without any obligation to pay damages for either Party.
11.3 If, when force majeure occurs, Staxxer has already partially fulfilled its obligations, or can only partially fulfil its obligations, it shall be entitled to separately invoice the part already performed or the part that can be performed, as the case may be, and Client shall be obliged to pay this invoice as if it were a separate contract.

Article 12. Intellectual property rights

12.1 All intellectual property rights arising from the Agreement, such as reports, advice, designs, (model) contracts, sketches, drawings, software and other works shall remain the property of Staxxer.
12.2 Any intellectual property rights that do not accrue to Staxxer by operation of law shall be transferred to Staxxer by Client free of charge. To the extent such transfer is not effected by these General Terms and Conditions, Client shall cooperate in such transfer free of charge upon first request.
12.3 All works referred to in paragraph 1 are exclusively intended for use by Client and may not be reproduced, disclosed, or brought to the notice of third parties by it without Staxxer's prior permission, except to the extent agreed upon or arising from the nature of the Agreement.

Article 13. Confidentiality and privacy

13.1 The Parties are obliged to keep all Confidential Information they obtain from each other in the context of the performance of the Agreement strictly confidential and not to disclose it to third parties without the prior written consent of the other Party. This obligation shall continue to apply at the time the Agreement between the Parties is terminated.
13.2 Parties will also agree the confidentiality as mentioned in the previous paragraph with the persons working at/for it and/or third parties engaged.
13.3 The Parties shall only use the Confidential Information for the execution of the Agreement. The Confidential Information may not be used for other purposes without the written consent of the other Party.
13.4 Staxxer reserves the right, in case of breach of the preceding paragraphs by Client and/or the persons working for it and/or the third parties it engages, to suspend the performance of the Agreement or to dissolve it with immediate effect.
13.5 The obligation of confidentiality as mentioned under the first paragraph of this article does not apply if:
i. The receiving party has given written approval for the disclosure;
ii. The Confidential Information is public information or was publicly available before this Agreement was signed, without this being a consequence of the breach of the obligations under this Article; or

iii. Disclosure is required in the context of legal proceedings or to comply with a legal duty.

13.6 In the context of the performance of the Agreement, it may be necessary for the Parties to process personal data. The Parties will comply with applicable privacy laws and regulations, including the General Data Protection Regulation (GDPR). The Parties will ensure that personal data are only processed for the purpose for which they have been provided and are not kept longer than necessary for the performance of the Agreement.

13.7 The Parties will take measures to protect the Confidential Information and personal data from loss, misuse, unauthorised access, modification or disclosure. Parties are obliged to secure the other Party's data at least in an equal manner as they secure their own data.

Article 14. Applicable law and competent court

14.1 The Agreement and the resulting and related legal relations between the Parties are governed by Dutch law.

14.2 All disputes between the Parties shall be submitted to the competent court of the District Court of Gelderland, location Arnhem.

Module A: General terms and conditions Software as a Service (SaaS)

Module A applies in addition to articles 1 to 14 of the General Terms and Conditions in the case of the provision of a Software as a Service to the Customer.

Article 1. Definitions

1.1 General terms and conditions SaaS: the provisions contained in this module.
1.2 Service(s): the services provided by Staxxer for the purposes of the Agreement, including (but not limited to) making the Software available, Support, implementation and configuration services and Updates.
1.3 End User(s): the natural person who, under the responsibility of Client, has gained access to the Software and uses the functionalities of the Software.
1.4 Office Hours: the hours on Monday through Friday from 09:00 to 17:00 (local time), excluding recognised holidays, during which Staxxer can be reached.
1.5 Customisation: the (additional) modules developed specifically for Client for the use of the Software that form part of the Software.
1.6 Major Updates: systematic changes and upgrades to the Software related to adding functionalities.
1.7 Minor Updates: changes and updates to the Software in connection with fixing bugs, improving functionality and/or correcting errors.
1.8 Maintenance: all Services to be performed by Staxxer that aim to lead to a continued optimal operation of the Software and the release of Updates relating to the Software, including but not limited to the installation of such Updates.
1.9 Software: the software developed by Staxxer and made available to Client, which is available in Staxxer's cloud environment.
1.10 Support: the Maintenance, Updates, support services and any additional functionalities made available by Staxxer during the term of the Agreement.
1.11 Updates: the Major Updates and Minor Updates jointly.

Article 2. Applicability

2.1 In case of conflict between the provisions of the Agreement, the General Terms and Conditions or the General Terms and Conditions SaaS, the following order of precedence shall apply:

a) the Agreement;
b) the General Terms and Conditions SaaS;
c) the General Terms and Conditions.

Article 3. Duration and termination of the Agreement

3.1 The Agreement is entered into for an indefinite period, with a minimum duration of one month. After this initial period of one month, the Agreement can be terminated by both Parties, observing a notice period of one month.

3.2 After termination of the Agreement for whatever reason, Client shall cease and not resume use of the Software. Client shall delete backup files (and any other copies) of the Software from its systems or return them to Staxxer if possible.

3.3 After termination of the Agreement, for whatever reason, all data stored for Client will be kept available for one week after termination, so that Client itself can download the data or request it from Staxxer. After this period, all Client data will be deleted, regardless of whether Client has downloaded it or not. Staxxer is not obliged to make back-up files available to Client on its own initiative.

3.4 The deletion of data stored on behalf of Client is done by default without special precautions to make the deletion irreversible, but can be carried out by means of a software-based data shredder upon request, for an additional fee. If destruction by means of a software-based data shredder is desired, Client shall inform Staxxer within three days after termination of the Agreement.

Article 4. Maintenance, Updates and Customization

4.1 Staxxer shall provide Maintenance for the benefit of the Software to Client. Maintenance expressly does not include maintenance of the hardware and/or infrastructure on which the Software is installed. A fee is due for Maintenance as agreed in the Agreement.

4.2 Staxxer has the right to modify all or part of the Software in order to improve its functionality and/or repair errors. Staxxer will therefore release Minor Updates from time to time. The prior approval of Client is not required to perform Minor Updates.
4.3 Staxxer shall, at its sole discretion, release Major Updates from time to time.
4.4 To release Updates, Staxxer is dependent on gaining access to Client's environment. As long as the environment is protected, Updates will not be provided to Client.
4.5 Staxxer may depend on its supplier(s) when performing Updates. Staxxer is entitled not to install certain Updates if it is of the opinion that installing such Updates will not benefit the proper functioning of the Software.
4.6 Staxxer is entitled to stop providing (parts of) the Software with Updates or Maintenance.
4.7 Client may request Staxxer to add changes and new functionalities to the Software. However, Staxxer is at all times entitled to refuse such a request for whatever reason.
4.8 If the modifications and/or new functionalities referred to in the previous paragraph are developed specifically for Client, such modifications and/or new functionalities shall be considered Customisation. Staxxer is entitled to charge additional costs for carrying out Customization in accordance with the Hourly Rate.

Article 5. Support

5.1 When providing the Services, Staxxer shall make every effort to provide Support in the form of telephone support or remote assistance that, in Staxxer's opinion, is of a supportive nature and can be carried out quickly and easily. However, Staxxer does not guarantee response times or scope of Support.
5.2 In addition to the Support mentioned in paragraph 1, Staxxer is prepared to perform certain other work for Client. At the request of Client, Staxxer will make a proposal for the relevant work, which will be an addition to the Agreement. The additional work will be invoiced in accordance with the Hourly Rate.
5.3 If costs for Support are to be charged to Client, Staxxer shall inform Client prior to the execution of the Support. Without written agreement from Client regarding the Support mentioned in this paragraph, Staxxer is in no way obliged to perform the Support.

Article 6. Use of Software

6.1 Staxxer hereby grants Client a non-exclusive and non-transferable right of use for the duration of the Agreement to use the Software in accordance with the Agreement and the applicable General Terms and Conditions.
6.2 The Software will be made available to Client as an online software service (software-as-a-service) from the date agreed in writing.
6.3 Staxxer shall endeavour to send the Software login details to Client as soon as possible after the effective date of the Agreement. Client is aware that loss of these login details may result in unauthorised access to the Software. Client shall secure the login details against unauthorised access and unauthorised persons.
6.4 In particular, Client shall keep the password strictly confidential. Staxxer may assume that everything that takes place from Client's account after logging in with the corresponding user name and password takes place under the management and supervision of Client. This means that Client is liable for all such actions.
6.5 Through the Software, Client has access at all times to data that Client stores or processes through the Software. Staxxer is not obliged to make back-up files available to Client on its own initiative.
6.6 If abuse of the account is suspected, Client is obliged to notify Staxxer immediately and Client is obliged to change the (login) data.
6.7 If Staxxer suspects misuse of the Software, Staxxer shall be entitled to immediately deny access to the Software or terminate the Agreement with immediate effect. Under no circumstances can Staxxer be held liable for any damages resulting from this.
6.8 Client fully indemnifies Staxxer against all claims, demands, damages, losses, costs and expenses, of whatever nature, arising from or related to claims by End Users or any other third party against Staxxer in connection with the use of the Software.
6.9 Client is not permitted to sell, lease, sub-licence, dispose of or grant limited rights to the Software or make it available in any way or for any purpose to a third party (other than an End User), even if the third party in question uses the Software exclusively for the benefit of Client.

Article 7. Conditions of use

7.1 Client acknowledges and accepts that the use of the Software is subject to the principles of fair use. This means that the Software may only be used for the permitted purposes, in accordance with this Agreement and any applicable General Terms and Conditions.

7.2 Client is only permitted to use the Software for its own use. It is expressly prohibited to use the Software on behalf of third parties or to give third parties access to the account.

7.3 In particular, it is prohibited to use the Software in such a way that third parties are hindered or inconvenienced by it. This includes the use of proprietary scripts or programmes to upload or download large amounts of data, or excessive use of the Software.

7.4 It is forbidden to use the Software to distribute information that violates intellectual property rights, to violate the privacy of third parties, for example by distributing personal data of third parties without permission or necessity, to repeatedly harass third parties by providing them with unwanted communication or to distribute information that is pornographic or erotic.

7.5 If Staxxer finds that Client, or an End User on behalf of Client, has violated the above conditions, or receives a complaint, it will give Client one warning. If the violation is not ceased immediately (within 24 hours) after this warning, or if the conditions are again violated, Staxxer itself may immediately intervene to end the violation by (temporarily) denying access to the account. In urgent or serious cases, Staxxer may intervene without warning.

7.6 If, in Staxxer's opinion, the operation of its systems, networks (of third parties) or the service provided via the internet is disrupted, damaged or endangered - for example by excessive data traffic, data leaks, viruses or other harmful software of third parties - Staxxer may take all reasonable measures necessary to prevent or limit this.

7.7 Staxxer may make third-party software available to Client. Such third party software may contain open source components. If the third party has declared conditions applicable to this third party software, these General Terms and Conditions shall be set aside.

7.8 Staxxer shall at all times be entitled to report any offences detected. In addition, Staxxer shall be entitled to provide name, address and other identifying data of Client to a third party who has complained that Client has infringed its rights, provided that by the standards of reasonableness and fairness the accuracy of the relevant complaint is sufficiently plausible and the third party has a clear interest in providing these data.
7.9 Staxxer may recover damages suffered as a result of breach of these terms and conditions from Client. Client shall indemnify Staxxer against all third party claims for damages resulting from violation of these rules of use.

Article 8. Availability of the Software

8.1 The Software is offered by Staxxer on a best-efforts basis, with no guarantees in operation or uptime. Staxxer in no way guarantees that the Software will operate without interruption or without error.
8.2 Staxxer has the right to put its systems, including the Software, partly or entirely out of operation temporarily for the purpose of (scheduled or unscheduled) Support. Staxxer will make every effort to have any downtime periods take place outside Office Hours as much as possible and will timely notify Client of the planning of downtime periods. Staxxer will also inform Client about the nature and duration of the expected interruption. However, Staxxer shall never be liable for compensation for damages resulting from such downtime periods.

Article 9. Reverse engineering

9.1 Client is not permitted to modify, adapt, de-compile, duplicate or translate the code, develop it further or otherwise subject it to reverse engineering, except insofar as this is necessary to allow the Software to work and provided this is in accordance with the statutory regulations regarding achieving interoperability of the Software with other software.
9.2 Client is not permitted to remove or circumvent technical measures implemented by Staxxer in the Software.

Module B: General terms and conditions VAT/EPR registration

Module B applies, in addition to Articles 1 to 14 from the General Terms and Conditions, in the event of carrying out a VAT/EPR registration.

Article 1. Definitions

1.1 General terms and conditions VAT/EPR registration: the provisions contained in this module.
1.2 Registration(s): the activities performed by Staxxer on behalf of Client for the registration of a VAT number or an EPR registration.

Article 2. Applicability

2.1 In the event of a conflict between the provisions of the Agreement, the General Terms and Conditions or the General Terms and Conditions VAT/EPR Registration, the following order of precedence shall apply:
a) the Agreement;
b) the General Terms and Conditions VAT/EPR Registration;
c) the General Terms and Conditions.

Article 3. Completion of the Registration

3.1 Staxxer shall complete the Registration soon after the conclusion of the Agreement with Client. Client will receive the Registration at the email address it has provided. If, in the opinion of Staxxer, the completion is unexpectedly delayed, or if the Registration cannot or can only be partially completed, Client will be notified of this no later than 30 days after the Agreement is concluded. If no work has yet been carried out by Staxxer for the Registration, Client shall be entitled to dissolve the Agreement without charge.
3.2 As long as Staxxer has not yet requested the Registration and has not yet prepared the Registration, Client may waive the Registration and a full refund will be provided to Client.

3.3 If Staxxer has not yet requested the Registration, but has prepared the registration forms, and Client decides to waive the Registration, Client shall be entitled to a refund of 50% of the amount already paid for the Registration.
3.4 If Staxxer has already submitted the Registration and Client subsequently decides to waive the Registration, there will be no refund.
3.5 Client is obliged to check the Registration delivered by Staxxer after delivery for any errors or shortcomings. For this purpose, Client shall in any case check whether the name and address details are displayed correctly.
3.6 Client acknowledges and accepts that Staxxer has a best-efforts obligation when carrying out the Registration and does not guarantee that the Registration will actually be granted. In the event that a competent authority rejects all or part of the application, this does not affect the fact that the agreed fee remains payable. Restitution of amounts already paid shall not take place in such a case.

Module C: General terms and conditions of accounting

Module C shall apply in addition to Articles 1 to 14 from the General Terms and Conditions in the case of the provision of accounting services.

Article 1. Definitions

1.1 General terms and conditions of bookkeeping: the provisions contained in this module.
1.2 Bookkeeping activities: keeping financial accounts and preparing annual accounts and balance sheets, filing (tax) returns on behalf of Client and related advice.

Article 2. Applicability

2.1 In case of conflict between the provisions of the Agreement, the General Terms and Conditions or the General Terms and Conditions of Accounting, the following order of precedence shall apply:
a) the Agreement;
b) the General Terms and Conditions of Accounting;
c) the General terms and conditions.

Article 3. Duration and termination of the Agreement

3.1 The Agreement is entered into for a minimum term of six months, unless otherwise stipulated.
3.2 If no notice of termination is given, the Agreement is tacitly renewed for an indefinite period after the initial six-month term.
3.3 After expiry of the initial term, the Agreement may be terminated by either Party, subject to at least one calendar quarter's notice. This means that the Agreement can only be terminated by 1 January, 1 April, 1 July and 1 October.
3.4 Upon termination of the Agreement in accordance with a notice as described in the third paragraph of this article, Client shall pay all outstanding invoices and the work to be performed for the remaining calendar quarters. Until the end of the Agreement, Staxxer shall perform the work in accordance with the Agreement to be performed in the relevant calendar quarters.

3.5 After termination of the Agreement, Staxxer will provide all necessary cooperation for the purpose of transferring the accounts.

Article 4. Know Your Customer

4.1 Staxxer is obliged, in accordance with applicable laws and regulations, to carry out a KYC process. The purpose of this process is to establish the identity of Client and check that there are no risks regarding money laundering, terrorist financing or other illegal activities.
4.2 Client is obliged to cooperate fully for the purposes of the KYC process. This includes the timely provision by Client of all requested information, documents and supporting documents requested by Staxxer, and to do so in a manner that complies with the requirements of laws and regulations. If Client refuses or fails to provide the requested cooperation or data, this may result in delays in the performance of the Agreement, and Staxxer may terminate the Agreement with immediate effect, without owing any compensation to Client.
4.3 Staxxer is entitled to terminate the Agreement with Client immediately if, as a result of the KYC process, Staxxer is of the opinion that a continuation of the Agreement is undesirable for it, without any compensation to Client.

Article 5. Obligations of Client

5.1 Client is at all times fully responsible for complying with the applicable requirements and deadlines for filing (tax) returns.
5.2 If, after filing (tax) returns, it appears that there are inaccuracies or incompleteness in (tax) returns, it is the responsibility of Client to inform Staxxer immediately.
5.3 If Client informs Staxxer in time (before filing) of any necessary changes or corrections, Staxxer may adjust the (tax) returns. Client is obliged to provide Staxxer with the required additional or corrected data immediately after discovering the inaccuracy. The correction will be charged to Client in accordance with the Hourly Rate.
5.4 If the (tax) returns have already been submitted, adjustments in accordance with article 5.3 are no longer possible. In the event of amendments, Staxxer will have to initiate an entirely new (tax) return, for which Client will again owe costs for the entire (tax) return.

5.5 Staxxer is not obliged to send the (tax) return to be filed by it to Client for approval.

Article 6. Liability

6.1 For Bookkeeping activities, Staxxer does not correct the opening balance. The administration of financial years prior to the Agreement is not the responsibility of Staxxer. Any inaccuracies or reconciliation problems in the opening balance as at the start date of the Agreement, including balances such as bank accounts, sales tax, equity and suspense accounts are not checked by Staxxer. Only in exceptional cases, when Client can provide all necessary documentation from previous financial years, can it be agreed in writing to resolve any discrepancies. This work will be invoiced exclusively on the basis of the Hourly Rate.

6.2 Any liability of Staxxer shall lapse if Client has not given Staxxer the opportunity to be present during any tax audit for the relevant period, or Staxxer has not been given the opportunity to remedy the relevant shortcoming.

6.3 Staxxer is not liable for any (tax) assessments, penalties, interest or other costs resulting from incorrect, incomplete or late filing of (tax) returns. Client is responsible for timely and correct fulfilment of tax and/or statutory obligations, including in any case payment of taxes and/or levies.

6.4 If Client has not received the (tax) return from Staxxer no later than two working days before the latest date for submission of the (tax) return, Client is obliged to immediately notify Staxxer of this in writing. If this notification is not made (on time), Staxxer cannot be held liable for any fines, levies or other damages.

Module D: General conditions VAT/EPR declaration

Module D applies in addition to Articles 1 to 14 from the General Terms and Conditions in the case of the submission of specific VAT/EPR declarations.

Article 1. Definitions

1.1 Return(s): the periodic or occasional declaration which Client is required to submit to a competent (government) authority under laws or regulations. This includes the Value Added Tax declaration, as well as the declaration of products put on the market under the Extended Producer Responsibility (EPR declaration).
1.2 General conditions VAT/EPR declaration: the provisions contained in this module.

Article 2. Applicability

2.1 In case of conflict between the provisions of the Agreement, the General Terms and Conditions or the General Terms and Conditions VAT/EPR Declaration, the following order of precedence shall apply:
a) the Agreement;
b) the General terms and conditions VAT/EPR return;
c) the General Terms and Conditions.

Article 3. Submission of the Return

3.1 The preparation and filing of the Return(s) by Staxxer on behalf of Client and any decisions regarding whether or not to file Return(s) retrospectively is entirely dependent on government agencies and legal requirements. Staxxer has no influence on the decisions of these authorities regarding Client's Return(s).
3.2 In the event of an Agreement regarding the Return(s), Staxxer shall file the Return solely on the basis of the data recorded in Staxxer's Software, or the data provided to Staxxer by Client itself. In this case, Staxxer does not perform any administration for Client and does not prepare the figures and data underlying the Return itself. The responsibility for the completeness and accuracy of the data supplied lies entirely with Client

3.3 Client is at all times fully responsible for complying with the applicable requirements and deadlines for filing the Return(s). It is the responsibility of Client to ensure that all correct and complete data is provided to Staxxer at least five (5) days before the deadline for filing the Return. If the details are not provided on time or are incomplete, the Return cannot be filed on time and Client shall be responsible for any penalties, interest or other consequences arising from the failure to file the Return on time.

3.4 If, after filing the Return, it becomes apparent that there are inaccuracies or incompleteness in the data supplied by Client, it is the responsibility of Client to notify Staxxer of this immediately. This applies both to data provided by Client itself and to data processed by Staxxer on the basis of information provided by Client.

3.5 If Client informs Staxxer of the necessary changes or corrections in time (before filing), Staxxer may adjust the Return. Client is obliged to provide the necessary additional or corrected data to Staxxer immediately after discovering the inaccuracy. The correction will be charged to Client in accordance with the Hourly Rate.

3.6 If the Return has already been filed, adjustments in accordance with article 3.5 are no longer possible. In the event of amendments, Staxxer will have to initiate an entirely new Return, for which Client will again owe costs for the entire Return.

3.7 Staxxer is not obliged to send the Return (s) to be filed by it to Client for approval.

Article 4. Duration and termination of the Agreement

4.1 The Agreement is entered into for an indefinite period, with a minimum duration of one month. After this initial period of one month, the Agreement is terminable by both Parties with due observance of a notice period of one month.

4.2 As of the termination date, Staxxer is no longer obliged in any way to perform any work for Client, including - but not limited to - preparing, checking or filing Returns.

4.3 Staxxer shall send all data and documents in its possession for the purposes of the performance of the Agreement to Client upon request, provided such request is made within thirty (30) days after termination of the Agreement.

Article 5. Liability

5.1 Any liability of Staxxer shall lapse if Client has not given Staxxer the opportunity to be present during any tax audit for the relevant period, or Staxxer has not been given the opportunity to remedy the relevant failure.

5.2 Staxxer is not liable for any (tax) assessments, penalties, interest or other costs incurred as a result of incorrect, incomplete or late filing of the Return. Client is responsible for timely and correct fulfilment of tax and/or statutory obligations, including in any case payment of taxes and/or levies.

5.3 If Client has not received the Ta Return from Staxxer no later than two working days before the latest date for filing the Return, Client is obliged to immediately notify Staxxer of this in writing. If this notification is not made (on time), Staxxer cannot be held liable for any fines, levies or other damages.

Module E: General terms and conditions consultancy work

Module E applies in addition to articles 1 to 14 from the General Terms and Conditions in the case of consultancy work.

Article 1. Definitions

1.1 Advisory work: the provision of advice by Staxxer regarding administrative, financial, tax or related matters. This includes sharing recommendations, answering questions and providing information to support Client in making decisions.
1.2 General Terms and Conditions of Advice: the provisions contained in this module.

Article 2. Applicability

2.1 In the event of a conflict between the provisions of the Agreement, the General Terms and Conditions or the General Terms and Conditions of Consultancy Work, the following order of precedence shall apply:
a) the Agreement;
b) the General conditions consultancy work;
c) the General Terms and Conditions.

Article 3. Execution of the Agreement

3.1 Client acknowledges that the advice depends on the data (provided by it) and the applicable laws and regulations, which may change after the advice is provided. Staxxer bases its advice solely on the data available at the time of provision and has no obligation to verify these data further. Staxxer cannot be held liable for consequences arising from the content of the advice, failure to follow the advice or its use in circumstances beyond Staxxer's control.

3.2 Advisory work does not include executive tasks, such as keeping records, processing financial data, preparing tax returns, making payments or performing other practical actions. These activities are only performed if explicitly agreed in writing between Staxxer and Client.

Article 4. Duration of the Agreement

4.1 The Agreement relates only to one-off Advisory work and does not cover long-term or ongoing Advisory work. The Agreement ends as soon as the Advisory work has been delivered.
4.2 If Client has additional or follow-up questions as a result of the Advisory work performed, a new Agreement will have to be concluded for that purpose. Staxxer is in no way obliged to perform further Advisory work for Client on its own initiative.
4.3 Client is not authorised to terminate the Agreement before completion of the Advisory work.
4.4 If the Agreement ends, either through termination by Staxxer or through dissolution by either Party, Staxxer reserves the right to charge Client for the Advisory work performed up to that point in accordance with the Hourly Rate.