



General Terms and conditions of INTO Telecom & IT B.V.

Valid as of 1 January 2022

1. General provisions

Article 1: Definitions

In these General Terms and Conditions, the capitalised terms have the following definitions, in which respect words in the singular will also refer to the plural and vice versa, and verb conjugations will be interpreted the same as the verb in question with due observance of the context:

1. General Terms and Conditions: these general terms and conditions.
2. Additional Service: each service provided by INTO in relation or in addition to another Service or Good.
3. Connection: the connection to the Network.
4. Subscription: an Agreement based on which the amounts due will be charged periodically.
5. Service: each delivered or provided Telecommunications Service, Additional Service, or another service.
6. Shortcoming: the failure to fulfil the Specifications.
7. User: the natural person who uses the Service/Project provided by INTO for the benefit of the Customer.
8. INTO: INTO Telecom & IT B.V., established in Breda and registered with the Chamber of Commerce with number 20108231.
9. Customer: the person who has received or will receive an offer or who has concluded or will conclude an Agreement with INTO.
10. Mobile Telecommunications Service: each Telecommunications Service based on which the Connection is connected to the Network using a wireless connection.
11. Netherlands: the Netherlands located in the EU, not in the special municipalities, such as Saba, Saint Eustatius, Saint Martin, and the islands of Aruba, Bonaire, and Curaçao.
12. Network: the entirety of technical components used by INTO to make fixed and mobile telecommunications possible.
13. Number: figures, letters, or other symbols, potentially in combination, intended to access or identify Connections, the Contract Party, End Users, Services, Ancillary Equipment, or other network elements.
14. Agreement: the agreement between INTO and the Customer.
15. Partner: the partner or supplier of INTO with which the Customer can potentially enter into a direct contractual relationship as specified in the Agreement.
16. Project: the work which INTO will perform for the benefit of the Customer as set out in the quotation and/or the Agreement.
17. Software: computer programs and the associated user documentation.
18. Ancillary Equipment: the telephone centre that will be connected to the Network or the mobile radio transmission and/or reception device (also referred to as the 'handset', 'mobile device', or 'mobile phone').
19. Results: the results of the work performed by INTO based on the Agreement.
20. Written/In Writing: including communication by email.
21. SIM Card: the chip that enables the use of the network in combination with a Connection and Ancillary Equipment.
22. Software: the software provided to the Customer by INTO in relation to the Services.
23. Specifications: the functional and technical description of the Project.
24. Rates Overview: an overview of rates and other costs related to the Goods and/or Services.
25. Telecommunications Service: a public electronic communication service to make use of the Network (including based on a Subscription).
26. Fixed Telecommunications Service: a public electronic communication service to make use of the Network (including based on a Subscription).
27. Workdays: Mondays to Thursdays from 08:00 to 18:00 and Fridays from 08:00 to 17:00, except for general public holidays in the Netherlands.

28. Goods: tangible goods delivered or provided by INTO, Ancillary Equipment, built-in sets for means of transport, physical network connections, SIM Cards, Software, hardware, quotations, calculations, analyses, designs, drawings, images, reports, documentation, flyers, samples, models, preparatory materials, accessories, or other materials.

Article 2: Applicability of these General Terms and Conditions

1. These General Terms and Conditions govern all legal relationships (including quotations and Agreements) based on which INTO delivers Services, Goods and/or Subscriptions to the Customer.
2. These General Terms and Conditions consist of a general section and special sections. Provisions from the relevant special section will apply depending on the Services, Goods and/or Subscriptions to be provided by INTO. In case of conflicts between provisions from a special section and provisions of the general section, the provisions from the special section will take precedence.
3. These General Terms and Conditions are an integral part of the Agreement. In case of conflicts between a provision of the Agreement and a provision of these General Terms and Conditions, the provision of the Agreement will take precedence.
4. Deviations from and/or additions to these General Terms and Conditions will only be valid if agreed on In Writing between the parties.

Article 3: Quotations and conclusion

1. All quotations of INTO are non-binding and will be valid for a period of fourteen (14) days from the date on which they are issued, unless indicated otherwise In Writing by INTO.
2. The Customer guarantees that it has provided all information requested by INTO in relation to the Agreement and other information relevant to the execution of the Agreement in a complete and truthful manner. INTO is not required to ask the Customer about the intended use of the Goods and/or Services or the circumstances in which these Goods and/or Services will be used.
3. INTO cannot be required to uphold a quotation if the Customer can reasonably understand that (a part of) the quotation contains a manifest (spelling) error.
4. A compound quotation does not require INTO to deliver part of the offered Goods and/or Services at a corresponding part of the price.
5. An Agreement between the parties will only be concluded once a corresponding request of or on behalf of the Customer is accepted by INTO In Writing or if INTO starts with the execution of the Agreement.
6. Commitments, statements, and agreements by or with INTO related to the obligations of INTO that have been made by employees or representatives of INTO will only be binding to INTO if these have been confirmed In Writing by INTO.
7. INTO may always refuse a request.
8. INTO will always have the right to terminate the negotiations with the Customer without substantiation and without being required to pay any form of compensation or to continue the negotiations.

Article 4: Prices

1. All prices do not include sales tax and other levies imposed by the government.
2. Unless agreed otherwise In Writing, the prices and rates will not include travel time, travel costs, accommodation expenses, additional hours, and other special costs associated with the work.
3. The quotation issued by INTO and the agreed price are based on the price-determining factors in effect at the moment of the quotation or the Agreement. If the prices of these factors increase before or during the execution of an Agreement, INTO will have the right to charge a resulting price increase to the Customer.
4. If a price in a quotation is based on data indicated by the Customer and these data are determined to be incorrect or incomplete, INTO will have the right to adapt the prices based on the prices reasonably belonging to the correct data, even if the Agreement has already been concluded.
5. If the Customer consist of several natural persons and/or legal entities based on the Agreement, each of these persons or entities will be jointly and severally liable vis-à-vis INTO for the fulfilment of the Agreement.
6. If a Project is delivered in phases, INTO has the right to submit an invoice for the hours worked, the Goods already delivered, per delivered phase, or on a monthly basis.
7. INTO has the right to amend the prices agreed with the Customer with effect from January 1 of each year based on developments in the field of wage costs, transport costs, components prices, and the like. Changes will be communicated to the Customer In Writing at least thirty (30) days in advance. Price increases of 3% or less can be introduced without permission of the Customer. In case of price increases of 3% or more, the Customer will have the right to terminate the Agreement with effect from the date on which the new prices will take effect.
8. If the Customer purchases – and pays for – Software or Services from a different supplier through INTO, INTO can amend the corresponding price with immediate effect to pass on a change to the price charged by this different supplier. The provisions of Article 4(7) of these General Terms and Conditions will not apply in this case.

Article 5: Payment

1. Invoices must have been paid within 14 days of the invoice date.
2. If the parties have agreed that payment will take place by means of direct debit, the Customer will grant INTO a mandate to collect the invoices.
3. If INTO fails to receive the amounts due in a timely fashion, for any reason (including charge-backs and inadequate balance), the Customer will be in default after the expiry of the payment period and will owe the statutory commercial interest and the extrajudicial collection costs from that time.
4. If the parties have agreed that the payment will take place in instalments, the following instalments will apply, unless indicated otherwise in the quotation or the Agreement:
 - a) 1st instalment: 50% immediately after the confirmation of the Agreement by INTO;
 - b) 2nd instalment: 40% before delivery;
 - c) 3rd instalment: 10% + invoice for the actual work, after the delivery.
5. INTO has the right to submit invoices to the Customer by electronic means (by email/online). If the Customer wishes to receive paper invoices, INTO may charge costs for this.
6. The Customer may not suspend its payment obligations vis-à-vis INTO or apply any deductions or settlement.
7. If an invoice is not paid in a timely fashion, INTO has the right to suspend its obligations arising from the Agreement and any other obligations arising from other agreements concluded with the Customer than those to which the unpaid invoice relates. INTO is not liable for any damage arising from such suspension.
8. In case of liquidation, bankruptcy, or suspension of payments of the Customer, the obligations of the Customer vis-à-vis INTO will be immediately exigible, and INTO will have the right to suspend or terminate its work.

9. The Customer must bear all costs associated with recovering an invoice that was not paid by the Customer, including all extrajudicial costs. These costs will be calculated using the Extrajudicial Collection Costs Table and will at least amount to €250.
10. Objections to the amounts charged must have been communicated to INTO In Writing within no more than thirty (30) days of the invoice date. After the expiry of this date, the Customer will be deemed to have accepted the amount and contents of the invoice.
11. The Customer must inspect the first invoice following an amendment to the Agreement. If the amounts charged are incorrect, this must be communicated to INTO In Writing within no more than thirty (30) days of the invoice date. INTO can never be required to provide compensation for more than one instalment invoice.

Article 6: Execution of the Agreement

1. INTO will strive to execute the Agreement to the best of its ability with due observance of adequate care and craftsmanship. Execution periods and delivery periods will be indicative. INTO will not be in default by merely exceeding a period.
2. In order to allow the proper execution of the Agreement by INTO, the Customer will always provide INTO with all data or information reasonably requested by INTO in a timely fashion. The Customer is responsible for the accuracy and completeness of the data, information, designs, and specifications provided to INTO.
3. The Customer is responsible for arranging a working connection site (ISRA site) at the location where the Services must be provided.
4. If the Customer fails to fulfil the obligations arising from the Article, INTO will have the right to charge additional costs and the period of the execution of the Project may be extended.
5. INTO has the right to engage third parties for the execution of the Agreement and accept any general terms and conditions and limitations of liability of these third parties on behalf of the Customer.
6. The Customer can purchase Services through INTO which INTO purchases from third parties in turn (such as Software as a Service services of Microsoft or (data) connections of (a) telecommunications provider(s)). INTO will clearly indicate in the Agreement that these are services provided by a third party in these cases. In this situation, the general terms and conditions and limitations of liability of these third parties will apply. INTO has the right to accept these general terms and conditions and limitations of liability on behalf of the Customer.
7. Unless it has been agreed In Writing that INTO will arrange this, the Customer must have an adequate level of security to prevent unauthorised third parties from accessing the network and/or the systems of the Customer and/or to prevent the penetration by or installation of viruses, worms, and the like on the network.
8. If INTO incurs higher costs during the execution of the Agreement than set out in the Agreement, the Customer will be required to bear these costs as additional work if these costs are the result of (a) an additional contract granted by the Customer, or (b) a change to the state of technology, or (c) data provided to INTO by the Customer that do not correspond to reality.
9. The Customer is responsible for all the use or abuse of the Service and the Numbers, domain names, IP addresses, usernames, passwords, and email addresses provided for this purpose. The Customer is responsible for the security of the data it places on its systems and for the security of Ancillary Equipment against unauthorised use by third parties.
10. The Customer will not remove or otherwise obscure type numbers, serial numbers, logos and/or other forms of markings placed on the equipment or Software.

Article 7: Duration, termination, and dissolution

1. Agreements and Subscriptions will be concluded for the agreed minimum duration or, if no minimum duration was agreed on, for the duration of one year. The Agreement and the Subscriptions will be tacitly renewed after the expiry of this minimum duration.

2. The Agreement and the Subscriptions can be terminated by means of registered letter with due observance of a notice period of one month shortly before or after the expiry of the minimum duration.
3. Without prejudice to the provisions of Articles 7.1 and 7.2, an Agreement will not be terminated before the minimum period of all individual Subscriptions has expired.
4. Either party can only dissolve the Agreement if the other party attributably fails to fulfil one or more significant obligation(s), if the other party has received a written notice of default that is as detailed as possible, granting it a reasonable period for fulfilment, and if no fulfilment takes place within this period.
5. INTO can always suspend its obligations arising from the Agreement with immediate effect and without prior notice being required without any obligation to pay compensation (including by (temporarily, permanently, wholly, or partially) blocking or disabling one or more Connection(s) or Services) and to fully or partially dissolve the Agreement in the following circumstances,
 - a) if the Customer does not (fully) fulfil its obligations arising from the Agreement (in a timely fashion);
 - b) if INTO learns of circumstances – after the conclusion of the Agreement – that give it valid grounds to fear that the Customer will not fulfil its obligations;
 - c) if the actual use of the Goods and/or Services is not in line with the Agreement, does not correspond to the regular use on which the applicable rates are based, or deviates significantly from the use that may be reasonably expected;
 - d) if the Customer was requested to provide security for the fulfilment of its obligations when this Agreement was concluded and this security is not provided or is insufficient;
 - e) if INTO can no longer be required to continue to execute the Agreement based on the conditions originally agreed on due to delays attributable to the Customer;
 - f) if circumstances arise that are such that fulfilment of the Agreement will become impossible or unaltered continuation of the Agreement cannot be reasonably required of INTO.
6. Each party can dissolve the Agreement with immediate effect and without notice of default being required in case of (a) a request for debt restructuring; (b) suspension of payments; (c) bankruptcy; (d) liquidation, or (e) dissolution suffered by the other party, unless the liquidator or administrator decides to maintain the Agreement and immediately provides adequate security in accordance with Article 11 and the other party accepts the continuation of the Agreement.

Article 8: Obligations in case of the (interim) termination of the Agreement and/or Subscriptions

1. In case of the (premature) termination of the Agreement, all Additional Services provided in relation or in addition thereto and all claims of INTO (including any amounts already invoiced) will become immediately and fully exigible. Insofar as any obligations have already been fulfilled, the termination of the Agreement will not lead to any obligations for the parties to reverse and work already provided to them.
2. If the Agreement ends, the Customer must immediately return or destroy – such at the discretion of INTO – all Goods and/or Services provided to it which ownership rights have not been transferred to the Customer.
3. If the Agreement or the Subscription ends before the expiry of the minimum duration, the Customer will – inter alia – owe the following fees to INTO (which fees will be immediately exigible), unless the Agreement or the Subscription in question ends because of the termination of the Agreement or the relevant Subscription by INTO pursuant to Article 7.2, or if the Customer dissolves the Agreement or the relevant Subscription pursuant to Article 7.4 or 7.6:

- a. for the remainder of the minimum duration of the Agreement or the relevant Subscription:
 - all fixed costs (including costs for leased cables, radio-relay connections, and other infrastructure, insofar as applicable);
 - all periodic expenses (including subscription fees);
 - b. a proportionate part of:
 - the discounts potentially granted to the Customer through a reseller on the delivered Goods and/or Services; and fees (including payments (potentially by means of refunds) and free deliveries of Goods and/or Services by the Supplier);
 - penalties and redemptive payments due to third parties by INTO for the premature termination of the Agreement (or the relevant Subscription or the Service in those cases in which not the entire Agreement ends prematurely).
4. Premature termination of the Agreement or Subscription is not possible in any other cases than those listed in these General Terms and Conditions.

Article 9: Liability

1. Except in case of intent or gross failure attributable to INTO or its management, INTO will not be liable for any form of direct or indirect damage (including consequential damage, loss of profits, lost savings, loss of goodwill, damage due to claims by purchasers of the Customer, corruption or loss of company data, and damage due to business standstill). INTO will also not be liable for the following circumstances and any resulting damage:
 - a) actions by or omissions of third parties engaged by INTO (including providers of Telecommunications Networks or Services and information services, content services, or text message services).
 - b) for the manner in which the Customer uses the Services, Connections, or other facilities provided by INTO or the Partner. The Customer indemnifies INTO and the Partner against all claims by third parties related to the content of the telecommunications traffic (including audio, images, and data, irrespective of the medium) and/or the data transmitted by the Customer using the Services;
 - c) the unavailability of Telecommunications Services as a result of (temporary) physical limitations, required maintenance, or force majeure;
 - d) the (potentially unauthorised) use of access codes and SIM cards
 - e) the suspension of obligations, the blocking and the removal of the access to Connections and Services.
2. If Goods are delivered by the Customer or the use of certain Goods is stipulated by the Customer or on its behalf, INTO will not be liable for shortcomings arising from the use of the Goods or any resulting damage.
3. The overall liability of INTO based on any grounds is limited to compensation for direct damage up to the amount paid based on the relevant agreement. The overall liability for damage will never be more than €50,000.
4. The liability of INTO for damage due to death or physical injury will never exceed an amount of €100,000 per event leading to damage, in which respect a series of related events will be considered a single event.
5. Any claim for compensation of the Customer will always expire 12 months after the Customer became or should reasonably have become aware of the damage arising from an event or circumstance for which INTO is or could be liable.
6. The Customer indemnifies INTO against claims concerning the failure to comply with licence obligations by the Customer and/or third parties (including Users) subject to the responsibility of the Customer.
7. All limitations and exclusions of liability will not apply if the damage is caused by the intent or deliberate recklessness of INTO or its management.

Article 10: Inspection, acceptance, repairs/exchanges of Goods and/or Services

1. The Customer will inspect the Good and/or Service within seven Workdays of its receipt and inform INTO if the Customer believes that the Good and/or Service contains a shortcoming and it cannot accept the Good and/or Service. If INTO has not received any complaints or remarks during the mentioned period, the Customer will be deemed to have accepted the Services and/or Goods unconditionally.
2. Goods and Services will be considered to have been accepted if the Customer:
 - a) has signed the delivery protocol or has otherwise indicated that the Goods and/or Services are ready for use or complete;
 - b) has not declared In Writing and in detail not to accept the Goods and/or Services within seven Workdays of receipt of the delivery protocol or a different delivery document (or, if no delivery protocol or other delivery document was provided, the delivery of the Good and/or Service); or
 - c) uses or has used the Goods and/or Services for operational purposes.The Customer may not refuse to accept the Goods and/or Services because they contain minor shortcomings (including shortcomings that do not have a significant negative impact on the main features).
3. If the Customer has refused to accept the Goods and/or Services in a timely fashion in accordance with the conditions set out above, INTO will do the following if it has attributable failed to fulfil its obligations:
 - a. in case of Services, resolve (or have another party resolve) the shortcoming, provided that the Service does not operate in accordance with the documented specifications of this Service;
 - b. in case of Goods, such at the discretion of the Customer, resolve (or have another party resolve) the shortcoming or to exchange the faulty Good for a comparable Good, provided that:
 - the Good in question was provided to the Customer by INTO;
 - this Good does not operate in accordance with the documented Specifications of this Good;
 - the Good has been returned in a complete condition, in its original packaging, with all provided documentation and proof of purchase; and
 - the shortcoming to the Good was not caused after the moment of delivery or due to a cause attributable to the Customer.
4. If the Customer concludes that the Good contains a Shortcoming, INTO will assess whether the manufacturer of this Good will resolve the Shortcoming based on the warranties granted to INTO by this manufacturer or whether it will exchange the faulty Good for a comparable Good. If this is the case, INTO will, at its discretion, and without this leading to additional costs for the Customer, resolve (or have another party resolve) the shortcoming or exchange (or have another party exchange) the faulty Good for a comparable Good, provided that:
 - a) the Good in question was provided to the Customer by INTO;
 - b) this Good does not operate in accordance with the documented Specifications of this Good;
 - c) the Shortcoming has been reported to INTO as soon as possible after the discovery of the Shortcoming, at the latest within 12 (twelve) months after the delivery; and
 - d) the Good has been returned in a complete condition, in its original packaging, with all provided documentation and proof of purchase;
 - e) if the Good concerns Ancillary Equipment, the IMEI number of this Ancillary Equipment corresponds to the IMEI number on the packaging; and
 - f) the shortcoming to the Good was not caused due to a cause attributable to the Customer.
5. INTO has the right to charge investigation costs and is not required to resolve (or have another party resolve) the shortcoming in the Service and/or Good or to exchange (or to have another party exchange) the faulty Good if INTO has purchased this Service and/or Good from a third party and it becomes clear that this third party is not required to carry out such repairs or exchange or fails to do so, even though it is required to.

6. Besides the provisions of this Article 10, INTO does not have any obligations in relation to (shortcomings in) the performance of Goods and/or Services.
7. The discovery of a shortcoming in a delivered Good does not lead to the right of the Customer to suspend any of its obligations.

Article 11: Security, reservation of ownership, and transfer of risk

1. INTO will always have the right, at its discretion, to require the Customer to provide (additional) security by means of advance payment of the fees due (up to the amount the Customer would reasonably owe to INTO for a period of six months) or the payment of an advance.
2. All Goods delivered to the Customer will remain the property of INTO until all amounts which the Customer owes to INTO pursuant to the Agreement concluded between the parties have been paid to INTO in full.
3. A Customer acting as a reseller may resell and deliver all Goods subject to a reservation of ownership insofar as this is part of its regular business operations.
4. Delivery of Goods by INTO will take place to the delivery address indicated by the Customer, in which case the risk of the Goods will transfer to the Customer at the moment on which they arrive at the address in question, or, if it has been agreed that the Customer will sign an order slip, at the moment on which the order slip is signed. Delivery of goods by INTO outside of the Netherlands will take place ex-works (Incoterms 2010).
5. If no delivery is possible at the agreed time due to circumstances attributable to the Customer, INTO will have the right to store the Goods and to charge the storage costs and additional transport costs to the Customer.

Article 12: Force majeure

1. If INTO is unable to (properly) fulfil its obligations arising from the Agreement (in a timely fashion) due to a cause not attributable to it, these obligations will be suspended until the moment on which INTO is able to fulfil these in the agreed manner, without this leading to any form of liability.
2. The circumstances referred to in paragraph 1 can include, for example: (a) disruptions in Internet connections or other telecommunications facilities, (b) shortcomings of parties on which INTO depends for the provision of the Services, (c) defects in goods, equipment, software, or products which use was prescribed to INTO by the Customer, (d) the unavailability of one or more staff member(s) (due to illness), and (e) government measures.

Article 13: Intellectual property

1. All intellectual property rights to the Goods and/or Services developed or provided by or on behalf of INTO are vested solely with INTO, its licensors, or suppliers.
2. The Customer will have the right to use the Goods and/or Services delivered by INTO for the purposes set out in the Agreement for the duration of the Agreement or the time specified in the Agreement. A right of use accruing to the Customer is non-exclusive and cannot be transferred, forwarded, or made subject to a lien.
3. The Customer can obtain the intellectual property rights of products developed specifically for the Customer, but only if this has been explicitly agreed In Writing. INTO will always keep the (intellectual property) right to continue to use components or materials used as the basis for these specific products for INTO or third parties. This does not restrict INTO from developing and selling a comparable product, unless agreed otherwise In Writing.
4. INTO may take technical measures to secure the products, for example, using passwords or encryption. If INTO has secured the products by means of technical security measures, the Customer may not remove or bypass these security measures.

5. The Customer guarantees that no rights of third parties will oppose the provision of equipment, software, materials intended for websites, data files and/or other products and/or designs to INTO for the purposes of use, maintenance, processing, installation, or integration. The Customer indemnifies INTO against any claim by third parties based on the allegation that such provision, use, maintenance, modification, installation, or integration violates any right of this third party.
6. INTO is never required to conduct data conversion activities, unless agreed otherwise In Writing.

Article 14: Privacy

1. INTO can process personal data of the Customer in the context of the Agreement, for example, concerning the staff or customers. In this case, INTO will do so as a processor. The Customer will be the controller for the processing of these personal data.
2. INTO will do the utmost to secure the personal data of the Customer and will at least arrange suitable, technical, and organisational measures. These are the measures set out in the Agreement. If no relevant agreements have been set out in the Agreement, INTO will observe its default measures. If the Customer wants to learn which measures INTO will take and how INTO secures personal data, INTO will inform the Customer upon request.

Article 15: Confidentiality and non-acquisition clause

1. The parties will treat any information they provide to each other before, during, or after the execution of the Agreement in a confidential manner if this information has been labelled confidential or if the recipient should reasonably know or suspect that the information was intended to be confidential. The parties will also impose this obligation on their Employees and any third parties engaged by them to execute the Agreement. The confidentiality obligation will not apply if a statutory obligation demands disclosure of this information and will end one year after the end of the Agreement, unless agreed otherwise In Writing.
2. INTO will not access the data kept and/or distributed by the Customer using the Services of INTO, unless this is required for the proper execution of the Agreement or the quality of the Project and/or if INTO is required to do so based on a statutory provision or court order. In this case, INTO will strive to minimise its access to the data to the greatest extent possible, insofar as it has the power to do so.
3. Both during the effective period of the Agreement and for a period of two (2) years following its termination, the Customer may not hire, directly or indirectly enter into a commercial relationship, or have Employees of INTO perform work, except for work in the context of the Agreement, without the prior Written permission of INTO. If the Customer violates this article, it will forfeit an immediately exigible fine of €10,000 per violation to INTO, to be increased by €500 for each day on which the violation persists, without prejudice to the obligation to provide compensation for the damage actually incurred insofar as this exceeds the amount of the fine.

Article 16: Competent court and applicable law

1. The legal relationship between INTO and the Customer is governed exclusively by the laws of the Netherlands.
2. Disputes will exclusively be settled in first instance by the competent Court of Zeeland-West-Brabant (Breda), unless INTO chooses to bring the case before the court competent in the place of establishment of the Customer.

Article 17: Final provisions

1. INTO has the right to amend these conditions, which amendments will take effect at the announced time. INTO will provide the Customer with the amended conditions well in advance. If the date on which the amendments take effect has not been announced, any amendments will take effect vis-à-vis the Customer once it has been informed of this amendment.
2. If any provision of these General Terms and Conditions becomes invalid or void, the remaining provisions of these General Terms and Conditions will remain in full force and effect. In this case, INTO and the Customer will discuss the situation in order to agree on new provisions to replace the invalid or void provision.

2. Connectivity

In addition to Chapter 1 of these General Terms and Conditions, this chapter governs connectivity services (such as Internet and fixed services) provided using a carrier. Examples of carriers: optic fibre, copper, or radio connections (including radio-relay connections, 4G, 5G, and satellite).

Article 18: Delivery and acceptance

1. INTO will always reserve the right to cancel the Agreement or to amend it in consultation with the Customer if INTO cannot reasonably be expected to maintain its offer (for example, as a result of excessive excavation and installation costs).

Article 19: Price and payment

1. With respect to the calculation of the connection costs, INTO assumes the following concerning the excavation and installation work (insofar as applicable) (i) the work will not include underground obstacles or issues (such as, but not limited to, contaminated soil), or contaminated buildings (such as, but not limited to, asbestos); (ii) does not include crane and/or rappel work; (iii) can and will be performed by a contractor appointed by INTO and in accordance with the specifications imposed by INTO, and (iv) can be performed on Workdays. Costs associated with deviations from the provisions above will be charged separately to the Customer by INTO based on the actual work and must be paid by the Customer.
2. Additional non-recurring and/or recurring costs for patches and/or interconnectivity on locations not managed by INTO can be charged separately by INTO based on the actual work and must be paid by the Customer.

Article 20: Services and availability

1. If desired and against remuneration, INTO can deliver Goods for the purpose of using the Service. The Customer will always be responsible for these Goods and their configuration after the delivery.
2. The Customer may only use the Service and any resulting bandwidth for its own purposes. The Customer may not subrent, sell, or provide the Service and the resulting bandwidth to third parties, unless INTO has given explicit prior written permission for this.
3. INTO will cooperate with any requests by competent (government) bodies to share personal data or to provide (real-time) insight into telephone and/or data traffic of the Customer.
4. The Customer will remain liable for the usage costs until the moment on which the Connection is blocked.
5. INTO does not offer any guarantees concerning the precise extent of the availability, unless agreed otherwise In Writing.
6. INTO will strive to ensure that the Customer can make use of the Networks directly or indirectly connected to the Network of INTO. INTO cannot guarantee that these Networks are available at any time. The use of Networks of third parties may be subject to statutory and contractual conditions. INTO will strive to inform the Customer about this in a timely fashion.
7. The availability and quality of the Service partially depend on a number of external factors, including the Internet connection of the Customer if, for example, a VOIP service is purchased. The Customer must observe the instructions of INTO with respect to these external factors.

Article 21: Maintenance and disruptions

1. INTO has the right to temporarily make the Services or parts thereof unavailable for the purpose of maintenance, modifications, or improvements. INTO will strive to schedule such unavailability outside of office hours to the greatest extent possible and to inform the Customer of the scheduled unavailability in a timely fashion. However, INTO will never be required to provide compensation for damage caused in relation to such unavailability, unless explicitly agreed otherwise In Writing.
2. INTO is only required to have a backup location or other backup facilities if this has been explicitly agreed In Writing.
3. INTO has the right to change the operation and technical specifications of the Service at any time in the interest of the continued availability of the Service. Unless this is not reasonably possible, INTO will inform the Customer of these modifications in a timely fashion. INTO is not liable for the damage arising from these modifications.
4. Any disruptions will be investigated by INTO as soon as possible. INTO will strive to resolve the disruption as soon as possible.

Article 22: Usage and costs

1. The Customer will use the Service in a proper manner. If agreed on, INTO has the right to charge excessive use of the Service to the Customer.

3. Hosting / Software-a-a-Service (SaaS)

In addition to Chapter 1 of these General Terms and Conditions, this chapter governs the remote provision and continued availability (hosting) of data and/or (web) applications to and/or for the Customer using the Internet or a different network without the Customer being provided with a physical carrier containing the software in question. This includes the registration and management of domain names.

Article 23: Execution

1. INTO will strive to ensure that the (web) application is configured and managed in the most effective manner possible with due observance of adequate care and craftsmanship.
2. The Customer is required to do, and to refrain from doing, all which is required to make the timely and correct installation of the (web) application possible. The Customer will specifically ensure that all data and facilities which INTO indicates as necessary or with respect to which the Customer should reasonably understand that these are necessary for the installation of the (web) application are provided to INTO in a timely fashion.
3. INTO will only provide the SaaS service when instructed by the Customer. The Customer may not let third parties make use of the SaaS services provided by INTO.
4. INTO can make changes to the content or extent of the SaaS service. If such changes lead to changes to the procedures in force at the Customer, INTO will inform the Customer about this as soon as possible. The costs of this change will be borne by the Customer.
5. INTO can continue with the provision of the SaaS service using a new or modified version of the software. INTO is not required to maintain, modify, or add properties of features of the Service or software specifically for the Customer.

Article 24: Licence

1. The Customer hereby grants INTO an unlimited licence to distribute, save, transfer, or copy all Goods provided to INTO by the Customer using the Services in any way considered suitable by INTO, but only insofar as this is reasonably necessary for the fulfilment of the Agreement by INTO.

Article 25: Indemnification

1. The Customer indemnifies INTO against all legal claims by third parties concerning the use of the Services by the Customer. INTO is not responsible for the data/Services/Software accessed using a link.
2. If INTO – based on a request or competent order by a government body or in relation to a legal obligation – carries out work related to the data of the Customer, its employees, or users, all associated costs will be charged to the Customer.

Article 26: Services and availability

1. The electronic transmission of data of the Customer in the context of the Services in any way will take place at the risk and account of the Customer.
2. INTO will never be required to also provide the applications offered by remote means on a physical data carrier to the Customer.
3. If the Services are (also) delivered using Services and/or Networks of INTO, INTO will strive to mitigate any downtime.
4. INTO does not offer any guarantees concerning the precise extent of uptime, unless agreed otherwise in the Agreement by means of an SLA.

5. INTO will strive to ensure that the Customer can make use of the Networks directly or indirectly connected to the Network of INTO. INTO cannot guarantee that these Networks are available at any time. The use of Networks of third parties may be subject to statutory and contractual conditions. INTO will strive to inform the Customer about this in a timely fashion.
6. If INTO believes that there is a risk to the performance of the Services or the Network of INTO or third parties and/or the services offered using a Network, specifically because of the excessive transmission of emails or other data, poorly secured Services, or activities of viruses, trojans, and comparable Software, INTO will have the right to take all measures it considers reasonably necessary to prevent this.
7. INTO has the right to temporarily make the Services or parts thereof unavailable for the purpose of maintenance, modifications, or improvements. INTO will strive to schedule such unavailability outside of office hours to the greatest extent possible and to inform the Customer of the scheduled unavailability in a timely fashion. However, INTO will never be required to provide compensation for damage caused in relation to such unavailability, unless explicitly agreed otherwise In Writing, for example, in an SLA.
8. INTO is only required to have a backup location or other backup facilities if this has been explicitly agreed In Writing.
9. Unless the Agreement determines otherwise, INTO is not required to make copies (backups) of the Data saved by the Customer on the Services provided by INTO. Any backups that have been created can be destroyed at any time after the end of the Agreement. The Customer is responsible for requesting a backup upon the termination or dissolution.

Article 27: Warranty

1. INTO does not guarantee that the Software to be provided in the context of the SaaS service will be without shortcomings and will work without interruptions. INTO will strive to resolve shortcomings in the Software within a reasonable period if and insofar as it concerns Software developed by INTO itself and the shortcomings in question have been reported to INTO by the Customer with a detailed description. Where relevant, INTO may postpone resolving the shortcomings until a new version of the Software can be used. INTO does not guarantee that shortcomings in Software not developed by INTO itself will be resolved. INTO has the right to incorporate temporary solutions or software bypasses or limitations that avoid the issue in the Software. If the Software has been developed based on the instructions of the Customer, INTO can charge the costs of resolving shortcomings to the Customer based on its regular rates.

Article 28: Rules of conduct

1. The Customer will refrain from storing and/or disseminating (or having another party disseminate) materials that violate the laws of the Netherlands, including, but not limited to, materials that are defamatory, libellous, insulting, racist, discriminatory, hateful, erotic, or pornographic (unless this is explicitly permitted based on the quotation), infringes the rights of third parties, including, but not limited to, copyrights, brand rights, and portrait rights, leads to violations of the privacy of third parties, including, but not limited to, the dissemination of personal data of third parties without permission or cause, or from repeatedly harassing third parties with communication, hyperlinks, torrents, or comparable information undesired by these third parties of which the Customer knows or should know that these refer to materials that violate the rights of third parties, or materials that contain unsolicited commercial, charitable, or idealistic communication, or materials that contain malicious content such as viruses or spyware.

2. The Customer will refrain from inconveniencing other customers or Internet users or damaging the servers of INTO. The Customer may not launch banned processes or programs, irrespective of whether this takes place through the server, of which the Customer knows or should reasonably suspect that these will inconvenience or cause damage to INTO, other customers, or Internet users.
3. Besides the obligation arising from law, damage caused by incompetence attributable to the Customer or any actions by the Customer in violation of the rules of conduct set out in this article will be borne by the Customer.
4. In order to prevent the issues, such as damage and security risks, set out in this article, INTO will – at its discretion – have the right to limit the management options of the Customer to such an extent that the entirety of the management is conducted by INTO.

Article 29: Storage and data limit

1. INTO can impose a limit on the amount of storage space or data traffic per month that can be used by the Customer in the context of the Services. The Customer will not exceed the limits, unless the Agreement explicitly arranges the consequences of this. If this limit is exceeded, INTO has the right to charge an additional fee in accordance with the amounts for additional data traffic set out in the Agreement. The fair use policy of INTO will apply if no storage and/or data limit is agreed on.

Article 30: Procedure after termination

1. Upon the end of the Agreement, INTO will ensure that the Customer is offered a reasonable opportunity to transfer the data of the Customer kept on the system of INTO to its own systems or to the systems of a new provider. To this end, INTO will strive to offer the data in a common data format. This work will be scheduled and INTO may charge costs for this.

4. Installation

In addition to Chapter 1 of these General Terms and Conditions, this chapter will apply if INTO installs equipment, electrical installations, network systems and/or cabling (hereinafter referred to as: "system") at the Customer (hereinafter: "Installation Work").

Article 31: Obligations of the Customer

1. The Customer will provide the connection options and the electricity required for the system, the installation work, and the corresponding testing in a timely fashion, at the latest before the start of the installation work. The costs of the required electricity will be borne by the Customer.
2. The Customer will arrange the connection of the system or the installation to a public telecommunications network. The associated (connection) costs will be borne by the Customer. If agreed In Writing, INTO will give instructions concerning the relevant connection to a public telecommunications network.
3. The Customer must ensure that the work to be performed by third parties (such as structural work) and/or deliveries that are not part of the installation work but are necessary for the correct and timely performance of the installation work by INTO will be performed in such a manner and in a timely fashion that the installation work does not experience any delays or inconveniences. The Customer must immediately inform INTO if delays occur (or are expected) as referred to in this article.
4. If the start and the progress of the installation work are delayed due to circumstances for which the Customer is responsible, any resulting damage for INTO must be borne by the Customer, provided that this damage is related directly to the delay. Both the Customer and INTO will strive to mitigate the aforementioned damage to the greatest extent possible.
5. With respect to the installation work, the Customer must ensure the timely availability of adequate and secure equipment and tools for the horizontal and vertical transport of the heavy components required for the system and for the availability and accessibility of the location of the system, as well as for the suitability of the access roads to the location of the installation work.
6. The Customer is liable for damage to and loss of materials, components, and tools brought by INTO or third parties engaged by INTO for the installation work and managed by the Customer, unless such damage and/or such losses are attributable to INTO.
7. The Customer will allow INTO to place name signs and advertising at the location of the installation or on the system, at no cost, during the period in which INTO performs (installation and/or maintenance) work.

Article 32: Special provisions

1. The Customer guarantees that it will ensure that the intangible property where INTO conducts (or will conduct) the installation will comply with the applicable construction standards. The system may not be exposed to fluids, weather influences, or ultraviolet light. If it becomes clear at any time that the system is being or will be exposed to the above, INTO will have the right to suspend the execution of the Service at the risk and account of the Customer. INTO will discuss the situation with the Customer in this case.
2. The Customer is responsible for and will bear the costs of all requests associated with the permits, exemptions, and additional local requirements imposed by the government and/or utility companies related to the installation and the system and the drawings to be performed in the context as creation for the structure of the system.
3. If applicable, the Customer will inform INTO about the correct location of the (underground) cables and pipelines in or near the location of the installation and the system. In case of the performance of drilling work at the request of the Customer, INTO will exclusively observe the instructions of the Customer, which will mark the drilling locations on the floor and/or the wall. If INTO accidentally damages a pipeline at a location designated by the Customer, INTO will not be liable for any resulting damage.

4. The Customer is responsible for and will bear the costs of the implementation of adequate and effective measures in order to create a safe work environment based on the Working Conditions and Environmental Legislation. Moreover, the Customer is required to enable the mitigation of the consequences of health damage. After a suspension as set out in this article, INTO will continue with the installation once the Customer has satisfactorily demonstrated that a safe situation has been created and has provided compensation for the costs that had to be incurred by INTO (such as investigation costs, monitoring costs, and the costs incurred to purchase protective equipment).
5. The Customer bears the risk for all circumstances as set out in this article and will provide compensation to INTO for all damage suffered by it as the result of such a circumstance. The Customer will indemnify INTO against all claims by third parties, including the Partner and/or the Customer and/or third parties and/or employees engaged by INTO due to a circumstance suffered by the Customer as set out in this article. The aforementioned liability is supplementary/in line with the liability arising from law.
6. The Customer guarantees that it will always turn off the electricity of the relevant part of the system at the request of INTO to ensure that employees of INTO or third parties will not suffer any health damage and/or material damage as a result.

5. Leasing and/or lending of hardware

In addition to Chapter 1 of these General Terms and Conditions, this Chapter governs the rental of hardware (such as managed routers and managed firewalls) to Customers.

Article 33: Delivery

1. Unless agreed otherwise In Writing, the rental of the hardware does not include the provision of consumables needed to use the hardware.
2. Hardware will be provided without software, licenses, and the like. If hardware, software, and the like are provided (for the same rental period), the Agreement will clearly state which rights of use the Customer will obtain, which components these rights cover, and subject to which conditions these are provided.
3. INTO can require the Customer to cooperate with an inspection of the delivered products. The hardware will be provided to the Customer after a positive inspection. A report of the inspection may be drawn up.
4. The Customer will install the hardware itself, unless the parties agree otherwise In Writing.

Article 34: Use

1. The Customer may only use the hardware at its own company for the purpose for which it is intended.
2. Without the Written permission of INTO, the Customer is not permitted to subrent or otherwise provide the hardware to third parties. The Customer will never use (a component of) the hardware as a security or collateral object in any way vis-à-vis a third party.
3. The Customer will use the hardware as a good caretaker. The Customer will handle the hardware with care, take precautionary measures, and observe all instructions provided with the hardware or by INTO.
4. If the Customer discovers shortcomings in the hardware, it must immediately inform INTO In writing.
5. The Customer is fully liable vis-à-vis INTO for damage to the hardware caused by any other use than regular (foreseeable) use. The Customer must always report any damage that has occurred to INTO In Writing.
6. The Customer may not modify or alter the hardware without the Written permission of INTO, unless this concerns modifications and additions that can be reversed without incurring significant costs at the end of the rental period and can be removed. The Customer is required to reverse these modifications and changes.
7. INTO will always have the right to refuse the permission referred to in the previous paragraph or to make its permission subject to conditions. In this respect, the Customer has the right to increase the rental fees for hardware if the modification or change justifies this.
8. Damage to the hardware caused by modifications or changes can never be considered damage that must be borne by INTO as defined in Article 7:204 DCC.
9. If the hardware becomes the subject of a preservation or enforcement order, the Customer must immediately inform INTO In Writing. This notice must contain as much information as possible, at least including the identity of the party levying attachment and the reason for this. The Customer is also required to provide the party levying attachment with the Agreement concluded with INTO.

Article 35: Obligations of INTO

1. INTO will resolve shortcomings within a reasonable period, unless this is impossible or involves expenses that cannot be reasonably be demanded from INTO.
2. INTO will not resolve shortcomings if these are shortcomings which:
 - were accepted by the Customer upon the conclusion of the Agreement
 - have occurred due to irregular use or due to actions of the Customer, its staff, or visitors to its location;
 - are the result of careless, improper, or incompetent use of the hardware or use in violation of regulations, documentation, and the like;
 - are the result of use in violation of Article 34 of these General Terms and Conditions.
3. If INTO resolves a shortcoming as referred to in the previous paragraph, it has the right to charge costs to the Customer.
4. INTO has the right to replace the hardware with a new or comparable version instead of resolving a shortcoming.
5. INTO has the right to carry out preventive maintenance to the hardware. The Customer is required to cooperate with this maintenance. The parties will discuss this in advance to decide on a date and time for the maintenance. The Customer is not entitled to replacement hardware during the maintenance period.

Article 36: Termination

1. The Customer is required to return the hardware to INTO upon the termination of the Agreement. Any costs incurred to transport the hardware from the Customer to INTO will be borne by the Customer.
2. If the parties have drawn up a report upon the delivery (as referred to in Article 33 of these General Terms and Conditions), the Customer is required to return the hardware in the same condition as it was in upon acceptance, except for permitted modifications, additions, wear and tear, and shortcomings caused by regular use. If no report has been drawn up, the Customer will be deemed to have received the hardware in the condition it is in upon the end of the Agreement, unless INTO proves otherwise.
3. INTO can require the Customer to cooperate with a final inspection. If the Customer refuses to cooperate, INTO will conduct a final inspection, which will be considered an inspection conducted by both parties.
4. If INTO identifies shortcomings during the final inspection that must not be borne by INTO, as the lessor, INTO will charge the costs incurred to repair and/or replace the object to the Customer. The Customer will always have the right to refute this cost claim by demonstrating that any shortcomings and damage are the result of regular wear and tear, depreciation, and use of the Hardware.
5. The Customer is responsible for the transfer of its data, for creating backups, and the like upon the termination. Unless agreed otherwise, INTO does not offer the opportunity of providing any data still present on the Hardware to the Customer after the Hardware has been returned.

6. Maintenance and support

In addition to Chapter 1 of these General Terms and Conditions, this chapter governs Services that consist of the installation, configuration and/or maintenance of Goods and Services.

Article 37: Maintenance

1. 'Maintenance' is defined as follows in this chapter:
 - a) preventive maintenance: the inspection, configuration, and cleaning of the equipment considered necessary by INTO to reduce the risk of disruptions;
 - b) corrective maintenance: resolving disruptions in the equipment, as defined in this article, caused during the regular use of the equipment as a result of regular wear and tear and due to inherent defects in the equipment, as well as the performance of the required repairs and the replacement of worn or damaged components;
 - c) remote preventive maintenance: preventive maintenance using a connection to the equipment created using telecommunications facilities;
 - d) remote corrective maintenance: corrective maintenance using a connection to the equipment created using telecommunications facilities.
2. A 'disruption' is defined as follows in this chapter: the failure to comply with the Specifications of the equipment agreed In Writing (without interruptions). A disruption will only exist if it can be demonstrated by the Customer and reproduced.
3. Unless agreed otherwise In Writing, the maintenance will be performed on Workdays.
4. If maintenance has started during the office hours set out in Article 37(3) and the maintenance staff of INTO considers it necessary to continue with the work outside of these hours, the applicable rates will be charged to the Customer for this work. In general, the work will not continue outside of office hours for more than one hour.

Article 38: Obligations of INTO

1. During the effective period of the Agreement, INTO undertakes to resolve disruptions that have been reported to it by the Customer in accordance with Article 38(2) to the best of its ability. The obligation to perform maintenance within the agreed rates solely covers equipment included in the current agreed installed base (equipment list) of the Customer. The Customer will ensure that the installed base is always up to date in consultation with INTO. If INTO performs maintenance with respect to equipment not included in the installed base at the moment of the work, INTO will perform this work based on its regular rates for its actual work.
2. If the parties have agreed on a period within which the repairs must be performed, this must be set out in a Service Level Agreement (SLA), which will be part of the Agreement. Repair times solely relate to repairs of hardware as set out in the current installed base and never to software. Unless agreed otherwise In Writing, INTO will resolve the disruption in the hardware within the repair period set out in the SLA with respect to 80% of the reports. If INTO replaces the equipment in question or parts thereof to resolve the disruption and the disruption persists, the disruption will irrefutably be considered to be located outside of the equipment and the applicable repair period will not apply. In this case, the parties can agree that INTO will identify the disruption and assist with resolving the disruption based on its regular rates.
3. Components will be replaced if INTO considers this necessary to resolve or prevent disruptions. The replaced components will be or remain the property of INTO.

Article 39: Maintenance conditions and terms of use

1. The Customer can relocate the equipment at its expense after prior Written permission of INTO, which permission will not be refused based on unreasonable grounds.

2. In case of a disruption, the Customer will inform INTO using a detailed description of the disruption drawn up by an employee of the Customer with expertise in this field. The disruption will be reported using the method indicated by INTO. The Customer is required to immediately grant staff of INTO or third parties designated by INTO access to the location of the equipment and to grant all other necessary assistance.
3. The Customer has the right to connect equipment not delivered by INTO. The costs of investigating and resolving disruptions that arise from connecting – and keeping connected – equipment not delivered by INTO will be borne by the Customer.
4. If INTO believes that the maintenance of the equipment requires testing the connection of the equipment to other systems or equipment, the Customer will make these other systems or equipment and the relevant test procedures and information carriers available to INTO.
5. The Customer is responsible for and will bear the costs of the technical, spatial, and telecommunications facilities required for the operation of the equipment. The maintenance explicitly does not cover the aforementioned facilities and connections.

Article 40: Exclusions

1. Work related to investigating and resolving disruptions arising from the incompetent use of the equipment or external causes such as shortcomings in communication cables or in electricity facilities, or connections with or use of equipment, software, or materials not covered by the Agreement, will not be included in the maintenance obligations of INTO based on the Agreement and will be charged separately to the Customer based on the applicable rates.
2. Unless explicitly agreed otherwise In Writing, the maintenance fee does not include:
 - a) the replacement of consumables, such as (magnetic or digital) storage media and ink or toner cartridges, paper, laser caps, batteries, or antennae, or replacement costs of components and maintenance services to resolve disruptions that were fully or partially caused by attempts to resolve disruptions or work performed by others than INTO or its auxiliaries;
 - b) work for the partial or full overhaul of the equipment;
 - c) modifications to equipment;
 - d) relocation or reinstallation of equipment or work arising from this;
 - e) disruptions that occur if equipment is not used in regular office environment conditions;
 - f) disruptions or damage related to the use or installation of consumables or components not prescribed by the manufacturer;
 - g) upgrades of equipment or software.

Article 41: Updates and improvements

1. Exclusively if this is part of the Agreement, INTO will strive to amend the Goods from time to time to improve their functionality or to resolve errors, whether or not this takes place based on instructions and requests of the Customer or based at its own initiative if this has been determined in the Agreement.
2. INTO will strive to keep the Goods up to date if this is part of the Agreement. However, INTO depends on its supplier(s) and third parties in many cases. INTO has the right not to install certain updates or patches if it believes that this would not benefit the proper operation of the software or is not in the interest of the Service.
3. INTO will strive to add changes and new features requested by the Customer to the Goods. INTO will always have the right to refuse such a request if it believes that this is not possible or would impede the proper operation or availability of the Goods. Adding changes and new features to the Goods at the request of the Customer involves costs. INTO will inform the Customer of these costs in advance.

4. If a modification, update, or patch leads to changes to the features in a Service or Project that has already been developed that have significant consequences for the operation of other Goods, systems, and the like, INTO and the Customer will discuss the consequences of these changes. If the parties decide to introduce this change, update, or patch, INTO has the right to invoice the costs incurred for this purpose based on the actual work.
5. If the Customer wishes to modify the Goods independently, this will take place entirely at the risk and responsibility of the Customer. In this case, INTO is not required to make (or keep making) an effort to resolve bugs or errors. The above applies unless the Customer has informed INTO of the desired modification in advance and INTO has approved this modification In Writing. INTO may grant this approval subject to conditions.

Article 42: Remote support

1. Remote support will be provided by phone, email, and ticket.
2. At the request of the Customer, INTO will propose Software that can be used to contact the computers that require support remotely. The Customer is responsible for ensuring that its network and security environment allows the operation of this Software.
3. If it becomes clear that remote support does not lead to a satisfying solution or is not feasible because of the nature of the issue, INTO will discuss the situation with the Customer to find a solution.

7. Training courses

In addition to Chapter 1 of these General Terms and Conditions, this Chapter governs consultancy work and/or training courses.

Article 43: Specific provisions on training courses

1. Various courses can be offered by INTO.
 - A course is defined as: a course, workshop, training programme, or lecture arranged or offered by INTO.
 - A general course is defined as: a course arranged at the initiative of INTO intended for several parties.
 - An internal course is defined as a course arranged at the request of, at the location of, and aimed at employees of the Customer.
2. Unless agreed otherwise, a separate fee will be due for lesson materials in addition to the fee due for the course.
3. In case of an internal course, the Customer will be responsible for arranging the facilities required by INTO (at least including sufficient course space, computers, beamers, an Internet connection, food, and drinks) for the course, as well as for handling the registrations and cancellations.
4. In case of a general course, INTO will arrange the facilities required for the general course in question.
5. In case of an internal course, the Customer will have the right to cancel or reschedule the course fourteen (14) calendar days before the (first) date of the course. Any cancellation or rescheduling costs for any facilities already reserved (including travel costs or hotel accommodation costs for the people presenting the course) will be borne by the Customer.
6. INTO may change the content, location, and the dates/times of the general course. The Customer will be informed of this no later than two (2) weeks before the start of the general course.
7. The Customer has the right to cancel its participation up to five (5) Workdays before the (first) date of the general course. The participation fees will be waived in this case. In case of cancellation later than five (5) workdays, the agreed fee will remain due. The Customer will have the right to register a substitute up to the (first) day of the general course. This will not be considered a cancellation.
8. Payment will take place in advance before the course.