

Terms and conditions

These are the terms and conditions that apply to companies that have signed up for the use of the services provided by www.OnlineAfspraken.nl:

OnlineAfspraken.nl BV
Savannahweg 8
3542 AW UTRECHT
Tel.: 030 - 241 20 42
E-mail: info@OnlineAfspraken.nl
www.OnlineAfspraken.nl
KvK Amsterdam: 34295008
BTW nummer: NL 8190.52.905.B.01

1.Introduction

1.1. OnlineAfspraken.nl BV ("OA") provides services that allow consumers to make online appointments with companies of their choice, particularly aimed at the branches Beauty and Wellness, Education, Healthcare, Sport and Leisure and Business Services. This can be on the website of a company with the use of integrated widgets, through Facebook or an own booking app. It is also possible to provide a link (for example by e-mail) to customers for making an appointment.

1.2. Consumers are able to choose the company of their choice, fill in contact details and make an appointment, 24 hours a day and seven days a week. After making an appointment, the consumer receives one or two messages, possibly a confirmation code/link, and thereafter an appointment confirmation. The messages are sent through e-mail by default. The SMS module is optional. Several days before the appointment, the consumer can receive a reminder by e-mail or SMS, if the company wishes so. This way companies are able to provide extra services to their clients and they have an online agenda functionality. The services provided by OA, OnlineAfspraken.nl, and the (telecommunication) equipment used for that, including software and databases, are hereafter indicated as the "services".

1.3. The services are available for customers that want to make appointments with a company that is connected to OA (a "Company"). Companies are connected to OA when they have subscribed to OA through OnlineAfspraken.nl.

1.4. These terms and conditions (the "Terms and Conditions") form the agreement between the company and OA. This agreement is established at the moment of subscribing through OnlineAfspraken.nl for the use of the services. This subscription takes place by means of a step process such as explained on OnlineAfspraken.nl. Before a company clicks on 'Sign up' in step 1 of the subscription process, he or she needs to check a box, indicating that he or she agrees on the terms and conditions. Once the box has been checked and the button 'Sign up' has been clicked (this is the acceptance of the offer made by OA), the agreement between the company and OA is formed.

1.5. These terms and conditions do not apply to consumers. These only apply to companies.

1.6. OA is allowed to amend the Terms and Conditions at any moment without notifying the company. It is up to the company to check every once in a while whether or no the Terms and Conditions have been amended, or not. The most recent applicable Terms and Conditions are always there to consult and download on OnlineAfspraken.nl. Amended Terms and Conditions are applicable since the moment of being put on the website. Amended Terms and Conditions are instantly

replacing the older Terms and Conditions.

1.7. In the event that any provision of the General Terms and Conditions is declared invalid or declared inapplicable, the other provisions of the General Terms and Conditions remain in full force.

1.8. The General Terms and Conditions can be consulted and downloaded at any time.

2. Personal data customer

2.1. OA provides the company with the personal data of the consumer who makes an appointment with the company in order to enable him to contact the consumer with regard to the appointment.

2.2. In case the company wishes to use the personal data of the consumer for promotional and / or marketing purposes, the company has to arrange this with the consumer. The OA Privacy Policy, such as the one on www.OnlineAfspraken.nl/privacy, does not provide for this. The company can contact the Dutch Data Protection Authority (www.cbpweb.nl).

2.3. OA's obligation to make personal data available to a company does not extend beyond the scope of the General Terms and Conditions, OA's Privacy Policy, as can be found on the website, and the Data Protection Act / General Data Protection Regulation. (AVG) offers the possibility. However, OA ensures that the company has all the tools to comply with the AVG, such as the right of a consumer to be "forgotten" and opt in and opt out functions.

3. Costs for the use of the Services

3.1. The company pays a fixed monthly fee in return for (making possible) the use of the services per agenda that is available online. Rates are clear on online tickets and packages and are exclusive of VAT.

3.2. If the company opts for the SMS module, OA will charge SMS costs per appointment on top of the fixed monthly costs per subscription. For every text message that OA sends to the consumer on behalf of the company, OA will charge a fixed rate. Payment of SMS costs takes place by the prior purchase of so called SMS credits. Rates of the SMS costs are clear on www.onlineafspraken.nl/pakketten and are exclusive of VAT. Purchased SMS messages are non-refundable.

3.3. OA will at least send one or two email and / or SMS messages per appointment that a consumer makes: one email and / or SMS message with a confirmation code (link) that must be entered online to schedule the appointment (if set by service provider)) and one email and / or text message with an appointment confirmation, containing the date, place and time of the appointment. The company also has the option to have the consumer receive a reminder per email and / or text message one (or a few) day (s) before the appointment.

3.4. OA can also send email or text messages to the company with the following content: 1. Email or SMS messages with the notification that a consumer has made a new appointment; 2. Email or SMS messages with the message that an appointment has been canceled by the consumer; For the SMS messages the same SMS costs will be charged as referred to in Article 3.2. The email messages are free.

3.5. The services at the SMS module do not work if the SMS credits are zero.

3.6. OA does not charge any costs for sending e-mails to consumers.

3.7. OA offers the possibility to send the company a notification by mail, when the balance gets under a number set by the company. The company has the possibility to purchase new SMS credits at any time and these will be immediately operational after purchase.

3.8. The company has the option to place an automatic order when the SMS credit of the company is lower than or equal to the number of SMS messages they have given by direct debit. In that case, the company will be informed by e-mail of the fact that an order for SMS credits has automatically taken place. Payment is made by automatic collection.

4. Trial Period

4.1. During the first month after registration for the use of the services, there is a trial period (the "Trial Period"). During the trial period, the company makes free use of the services, on the understanding that only 10 free text messages can be sent by OA to customers during the trial period. If the SMS module is chosen and more than 10 SMS messages are sent during the trial period, a bundle of SMS will have to be purchased.

4.2. The Trial Period ends automatically after a period of one month after registration. Registration means the moment at which in step 1 of the registration process, when the box for agreement on the General Terms and Conditions appears and is ticked, the 'next' button is clicked.

4.3. The duration of the Trial period ends automatically. After the expiry of the trial period, a screen will appear where you can pay. Only once payment has been made will all services be available again. OA will send an email to the company one week before the end of the trial period. 4.4 During the trial period, one can use all the functionalities that the system offers (the functionalities associated with the chosen package (Solo, Growth or Pro)).

5. Payment

5.1. Payment of the fixed monthly costs and the variable costs as set out in article 3 (Costs for the use of the services) at the choice SMS module is preferably made by payment by means of Ideal or automatic collection. In addition, it is possible to pay by means of Paypal (5 euro), one-off authorization (7.50 euro) or a manual invoice (10 euro) for one-off additional costs.

5.2. Depending on the service provider's choice, payment takes place quarterly or year ahead. Payments will not be refunded if the service provider does not wish to make use of the system within his or her contractual duration (quarter or year ahead). The method of payment (Ideal, Paypal, one-off direct debit, direct debit or a manual invoice) does not affect the payment term. In case of a manual invoice, the customer manually transfers money to our account NL33 RABO 0134 1465 81 within 14 days.

5.3. Conditions for automatic collection. The company then grants OA permission, at the moment of subscription, to collect the costs owed from its account three or twelve months in advance. After completing the automatic collection, the user authorizes OnlineAfspraken.nl for an automatic collection until further notice. The amount will be debited from the specified account number. A payment will be made within a week after the expiration date. In the event that we cannot collect due to insufficient balance, administrative reasons or reversal, we will make an attempt once again a week later to collect this. If this fails again, the account will be blocked immediately. If you then want to cancel the blockage then you must transfer the amount due plus € 10 administration costs to account NL33 RABO 0134 1465 81 As soon as we receive the amount we will make the account available again. If, according to you, a Direct Debit is unjustified, you can reverse the payment. For this, please contact your own bank. The chargeback period is 56 calendar days (8 weeks). We would

appreciate if you would notify OnlineAfspraken.nl on this this by email: info@OnlineAfspraken.nl
Without cancellation, the subscription is automatically renewed with the same term. Termination can take place with due observance of a notice period of 1 month before the expiration of the (collection) period and must be made in writing or by email [to info@OnlineAfspraken.nl](mailto:info@OnlineAfspraken.nl).

5.4. When purchasing through the automatic SMS module, OA sends an invoice to the company by email after the purchase (and also after each SMS credit order) with a specification of the costs charged. This (outstanding) invoice is placed in the internet cash register within the system. This invoice is automatically collected.

6. Intellectual Property

6.1. The copyright and all other intellectual property rights that may or may not apply to the works used by OA in the context of the services are held by OA.

6.2. The company is allowed to use the works during the term of the agreement between the company and OA for the purpose that the parties aim to achieve. This right of use explicitly does not imply any transfer of copyright or other intellectual property rights that may or may not apply. In case the agreement between the company and OA ends, the company will cease the use of the works with immediate effect and stop.

6.3. The company is not permitted without the express prior written permission of OA to sub-license the user rights that it acquires under the General Terms and Conditions or to give it to third parties in use.

6.4. In the event of violation of the provisions of this article 6 (Intellectual Property), the company will forfeit an immediately due and payable fine of € 10,000 plus an amount of € 1,000 per day or part thereof that continues this violation, all this without prejudice to the OA's right to compensation for its full damage.

7. Duration and cancellation

7.1. The agreement between the company and OA on the basis of the General Terms and Conditions is an agreement for an indefinite period and can be terminated prematurely by both parties with due observance of a notice period of 1 month for automatic collection. With iDeal, Paypal, one-off direct debit or a manual invoice, the contract and the operation of the software will expire if the payment is not paid.

7.2. Companies that are still in the trial period, terminate the trial period when they do not make payment and thus the account becomes inactive after 30 days. If you want to reactivate the account later, a payment must first be made. Reference is made to article 4.3.

7.3. Cancellation notice is done by e-mail to info@OnlineAfspraken.nl. The company itself must verify whether the email has actually been received by OA.

7.4. These rules on duration and termination were also mentioned on the website on the page on which the company has registered for the use of the services.

8. Disclaimer and exclusion of liability

8.1. OA processes the data required for the use of the services in an extremely careful manner. OA does not, however, guarantee that the details of Companies and Consumers are complete, accurate and up-to-date at all times, nor does it guarantee that the information on the website is complete,

correct, current and legitimate at all times.

8.2. OA offers, with regard to the services, business data of Companies and personal data of consumers, no guarantees (express or implied), promise or indemnity of any kind with regard to the quality, correctness and suitability thereof for the purposes that are pursued. In particular, OA does not guarantee that the services will work uninterrupted in all cases, will be free of viruses, Trojans and other errors and defects and that third parties and consumers will not make unlawful use of the services.

8.3. The website contains references (for example by means of a hyperlink, banner or button) to the websites of Companies and other third parties. OA has no control over and is not liable for these websites.

8.4. The company is responsible and liable for all the use that he or she makes of the services. The company fully indemnifies OA against all third-party claims regarding damage or otherwise, arising in any way whatsoever from all use made of the services.

8.5. In no case is OA and / or its (legal) persons working for OA liable for direct damage, indirect damage, immaterial damage, consequential loss, loss of profit, loss of orders and (legal) costs arising from, or in connection with the services.

8.6. This limitation of the liability of OA and / or (legal) persons working for OA also applies, but not exclusively, to the improper functioning of OA and / or (legal) persons working for OA for the benefit of the services used (telecommunications) equipment, software and data files.

8.7. Should OA and / or (legal) persons working for OA at any time still be liable for any damage, then this liability is at all times limited to a maximum amount of € 1,000. This article 8.7 does not affect the exclusion of liability of article 8.5.

8.8. This is an exception if damage is the result of intent or deliberate recklessness on the part of OA and / or (legal) persons working for OA.

9. Applicable law and dispute settlement

9.1. The General Terms and Conditions and all agreements related thereto, as well as all related obligations, are governed by Dutch law.

9.2. Questions and complaints about the services or OA can be directed to OnlineAfspraken.nl BV, Savannahweg 8, 3542 AW Utrecht or by e-mail to info@OnlineAfspraken.nl. OA can also be contacted on working days between 9 am and 5 pm on number 030 - 241 2042.

9.3. Disputes between a company and OA that arise from or are related to the General Terms and Conditions and the agreements referred to in Article 9.1, including disputes about their existence and validity, will be settled by the District Court in Amsterdam.

These General Terms and Conditions for Companies were most recently amended on 2 February 2018.