

General Terms and Conditions | Rinkel.com

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These general terms and conditions apply to all offers and services of Rinkel B.V. and form an integral part of every agreement between Rinkel B.V. and its customers.

Article 1. Definitions

The capitalised terms used in these general terms and conditions have the meanings set out below (in both singular and plural):

- 1.1 **Account:** The personal account as well as any additional (sub)accounts created by Rinkel and made available to the Customer for the purpose of using the Service.
- 1.2 **Services:** All services that Rinkel provides to the Customer under the Agreement, including the online reachability platform as available on the Website.
- 1.3 **Rinkel:** The private limited liability company Rinkel, having its registered office in Rotterdam, the Netherlands, and registered with the Dutch Chamber of Commerce under number 63036932.
- 1.4 **Intellectual Property Rights:** All intellectual property rights and related rights, including but not limited to copyrights, database rights, domain names, trade names, trademarks, design rights, neighbouring rights, patents, as well as rights to know-how.
- 1.5 **My Rinkel:** The online account environment, accessible via my.rinkel.com, through which the Customer can, where possible, configure the Services offered and view relevant information.
- 1.6 **Customer:** The natural or legal person, acting in the course of business or profession, with whom Rinkel has concluded an Agreement.
- 1.7 **Agreement:** Any agreement between Rinkel and the Customer under which Rinkel provides Services or sells Products to the Customer and of which these general terms and conditions form an integral part.
- 1.8 **Party/Parties:** The parties to the Agreement, Rinkel and the Customer, individually or jointly.
- 1.9 **Products:** All physical products (goods) that Rinkel sells to the Customer under an Agreement.
- 1.10 **Website:** The website <https://www.rinkel.com/> and any sub-domains.
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Article 2. Conclusion and performance of the Agreement

2.1 These general terms and conditions apply to all Services provided by Rinkel, the delivery of Products, and to every Agreement subsequently concluded between the Parties.

2.2 The applicability of any purchasing or other general terms and conditions of the Customer is expressly excluded.

2.3 In order to gain access to the Service, the Customer is required to create an Account on the Website.

2.4 The Agreement with the Customer can only be concluded after the Customer has created an Account. After creating an Account, the Customer can place an order for Services or Products via the Website.

2.5 In deviation from the previous paragraph, Rinkel may, upon request, issue a non-binding offer. In that case, the Agreement with the Customer is concluded once Rinkel has confirmed in writing the Customer's acceptance of the offer.

2.6 Rinkel may offer the Customer the opportunity to try the Service free of charge and without obligation for a period of 7 days. This means that, for the relevant period, the Customer does not have to pay for the use of the Service. After this period, or after the complimentary call bundle has been fully used, insofar as applicable, the Service will automatically be terminated.

2.7 If the Customer wishes to continue using the Service after these 7 days, the Customer can select a paid subscription in My Rinkel. By accepting the offer on the Website, the Customer enters into an Agreement with a (monthly) payment obligation, as well as the obligations and arrangements arising from these general terms and conditions.

2.8 When the Customer signs up for a paid subscription, the Customer immediately enters into an Agreement with a monthly payment obligation, as well as the obligations and arrangements arising from these general terms and conditions. The Customer has the option to request a full refund within 30 days of registration, provided that the applicable conditions are met.

2.9 Rinkel may, at the Customer's request or with the Customer's explicit consent, grant temporary access to higher-tier subscription features or plans for a limited period. Unless explicitly agreed otherwise, such access will automatically revert to the Customer's original subscription at the end of the applicable period. No rights can be derived from such temporary access.

2.10 The Customer has the right to terminate the Agreement (insofar as it relates to a Service) within 30 days from the commencement date of their subscription and to receive a full refund, provided that the following conditions are met:

I. Request procedure

- a. The Customer must submit the cancellation in writing to Rinkel customer service no later than on the 30th day after the commencement date.
- b. The request must be submitted by email (help@rinkel.nl) or via the My Rinkel portal.

II. Usage limitations

- a. In the first 30 days, the Customer may not have used more than 200 call minutes or made more than 50 outbound calls.
- b. The refund only applies to the first subscription that a Customer takes out.
- c. Additional users, additional phone numbers, add-ons, and any one-off services or products do not fall under this guarantee.

III. Number porting & cancellation

- a. If the Customer has ported a telephone number to Rinkel within the first 30 days, no refund right applies.
- b. Upon approval of the refund, the subscription will be terminated with immediate effect and the assigned telephone number will be released in accordance with the Dutch Telecommunications Act (Telecomwet).
- c. If the Customer has submitted a request for number porting to another provider, or prepares or initiates such a request during the first 30 days, the right to a refund lapses.

IV. Refund procedure

- a. After approval of the request, Rinkel will refund the full amount within 30 days to the original payment method.
- b. Any additional costs for call usage above the specified limits will not be refunded.

V. Exceptions & abuse prevention

- a. Rinkel reserves the right to refuse a refund if abuse is suspected, for example in the event of repeated use of the 30-day guarantee with new accounts.

VI. Linking with external services

- a. The refund scheme does not apply if the assigned telephone number is linked to an external service, such as WhatsApp Business, Signal, or other third parties for which verification with this number is required.

VII. Reactivation after refund

- a. If a Customer has terminated the Agreement within the first 30 days and has received a refund pursuant to this article, it is not possible to reactivate the same account or to use the same customer details to conclude a new subscription with a renewed right to a refund. In such a case, Rinkel reserves the right to:
 - refuse the request for reactivation;
 - treat a new registration as a regular subscription without any right to a refund; or
 - impose additional conditions on a renewed activation, such as prepayment or limitation of functionalities.

Article 3. Provision of Services

3.1 After the Agreement has been concluded, Rinkel will use its best efforts to provide the Services as soon as possible in accordance with the Agreement. Any time periods communicated by Rinkel are indicative and do not constitute strict deadlines.

3.2 The Customer shall provide Rinkel with all support that is necessary and desirable

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to enable correct and timely delivery of the Services and Products. In any case, the Customer shall:

- i) provide all data and other information that Rinkel indicates are necessary, or that the Customer should reasonably understand to be necessary, for the delivery of the Services or Products; and
- ii) grant Rinkel access to all locations, equipment, services, and accounts under its control, insofar as necessary for the delivery of the Services or Products.

3.3 The delivery of Services or Products by Rinkel may depend on information provided by the Customer. If the Customer provides incorrect or incomplete information, or fails to provide the necessary information in a timely manner, the delivery of the Services or Products may not be able to commence or may only commence at a later time.

3.4 Specific hardware may be required for the use of the Services. The Customer is responsible for obtaining the necessary hardware, whether or not by purchasing Products.

3.5 Rinkel will, as far as reasonably possible, take into account reasonable requests of the Customer when performing the Agreement, but is not obliged to honour such requests. Rinkel may charge the Customer for implementing such requests.

3.6 Rinkel is entitled to engage third parties in the performance of the Agreement. Any associated costs shall only be borne by the Customer if this has been agreed in advance.

Article 4. Rules of use

4.1 In order to use the Service(s), the Customer requires an Account.

4.2 The Customer must protect access to the Account(s) by means of a username, password and a multi-factor authentication method prescribed by Rinkel against unauthorized access. It is mandatory to activate and use the multi-factor authentication method offered or prescribed by Rinkel. If the Customer fails to comply with this obligation, Rinkel is entitled to (temporarily) block access to the Account. Login credentials and authentication methods must be kept strictly confidential. Rinkel may assume that all actions performed through the Customer's Account are carried out under the direction and supervision of the Customer.

4.3 In the event of loss of access to an authentication method, the Customer is obliged to notify Rinkel without undue delay. Rinkel is entitled to implement additional verification measures before restoring access to the Account. Rinkel shall not be liable for any damage resulting from unauthorized use of an Account if the Customer fails to comply with the provisions of this article.

4.4 The Customer is prohibited from using the Services or Products in a manner that violates these general terms and conditions or applicable laws and regulations. In addition, the Customer is expressly prohibited from using the Services or Products in a way that may cause nuisance or damage to Rinkel or third parties.

4.5 Accounts are personal and non-transferable. It is not permitted to share login credentials with third parties or to allow multiple persons to use one Account, unless

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explicitly agreed otherwise in writing. Each natural person making use of the Services must have their own Account.

4.4 If Rinkel determines that the Customer is violating these general terms and conditions or the law, or receives a complaint to that effect, Rinkel may intervene to end the violation. Rinkel may then block access to the relevant Service(s).

4.5 If, in the opinion of Rinkel, there is nuisance, damage, or another danger to the functioning of Rinkel's or third parties' computer systems or network and/or the provision of services via the internet, for example due to reaching set limits, excessive sending of email or other data, leakage of personal data, or activities of viruses, trojans, and similar software, Rinkel is entitled to take all measures it reasonably deems necessary to avert or prevent this danger. Such measures may include, but are not limited to, suspension of the Services and termination of the Agreement.

4.6 The Customer is obliged to follow all reasonable instructions from Rinkel relating to the use of the Services or Products.

4.7 The Customer indemnifies Rinkel against all third-party claims relating to damage resulting from a breach of the rules set out in this article.

4.8 Rinkel may impose a limit on the number of call minutes that the Customer may or can actually use via the Service. If the Parties have not made any additional arrangements on this, a fair-use limit applies. At present, the limit is set at 2,000 call minutes per month per user. This applies to both incoming and outgoing calls.

4.9 If the Customer exceeds a usage limit, Rinkel will send the Customer an automated notification.

4.10 If the Customer uses more than permitted under the Agreement, Rinkel is entitled to charge an additional amount afterwards in accordance with the applicable call rates of Rinkel or to block access to the Service.

4.11 Rinkel is not liable if the Service cannot be accessed or does not function properly in the event of exceeding the applicable usage limits.

Article 5. Payment

5.1 My Rinkel indicates which amounts will be payable. The descriptions of the Service and Products, and the payment obligations stated in My Rinkel and on the Website, are binding.

5.2 The Customer's payment obligations for the Services or Products may consist of both fixed periodic fees (for example monthly or annually) and variable charges, the latter being linked to actual use of the Service. Both the fixed and variable fees are stated in My Rinkel.

5.3 Rinkel will issue an invoice for all amounts due and is entitled to invoice in advance and electronically. If the Customer objects to an invoice (or the amount thereof), this does not suspend the payment obligation. If a Customer makes use of the 30-day money-back guarantee for a Service, Rinkel will refund the paid amount

within 30 days of approval of the request to the original payment method. If the request does not meet the conditions set, no refund will be made.

5.4 All invoices must be paid within 14 days, unless the invoice states a different payment term or a different term has been agreed in writing.

5.5 Rinkel understands that the Services offered may form an important part of the Customer's business operations. However, if the Customer fails to fulfil its financial obligations, Rinkel is entitled to disconnect the Service in accordance with the following paragraph.

5.6 Disconnection process:

i) If full payment is not received within 14 days, Rinkel will send a payment reminder by email/SMS. This constitutes a notice of default and, if payment is still not made, the Customer will be in default after 7 days from this notice. The Service will continue to function.

ii) If full payment is still not received after 21 days, Rinkel will send an additional payment reminder by email/SMS, stating that further costs will be charged with the next reminder. The Service will continue to function.

iii) If full payment is still not received after 28 days, Rinkel will send a formal demand by email/SMS and charge €15 in administration costs. The Service will continue to function.

iv) If full payment is still not received after 42 days, Rinkel will send a further demand by email/SMS and block outbound calls. The Service will remain available for inbound calls, and the Customer must pay €25 in administration costs to lift the outbound call block.

v) If full payment is still not received after 56 days, Rinkel will definitively disconnect the Customer and the Services purchased. Rinkel is not liable for any damage suffered by the Customer as a result. In this case, the Customer, in addition to the total amount then due, is also obliged to fully compensate all extrajudicial and judicial costs, including all costs of lawyers and external experts.

5.7 If the Customer chooses direct debit and an invoice is reversed three times within a period of 6 months, Rinkel may refuse this payment method and attach additional conditions to payment (such as prepayment or a specific payment method).

5.8 All claims of Rinkel become immediately due and payable if the Customer is declared bankrupt, applies for or is granted suspension of payments, ceases its activities, or its company is liquidated.

5.9 All prices quoted by Rinkel are in euros and exclusive of VAT and other government-imposed levies.

5.10 If monthly call bundles are used and these are not fully used in the same month, the remaining portion cannot be carried over to the next month.

5.11 Costs may be adjusted annually with due observance of the Consumer Price Index or another index or measure agreed between the Parties. The Customer has no right to terminate the Agreement as a result of such adjustment. Rinkel may also adjust the costs if such change results from a price change imposed by a supplier of Rinkel.

5.12 Rinkel is entitled to introduce new subscription models and to replace existing subscription models and/or to restrict changes within existing subscription models.

Article 6. Changes and improvements

6.1 Rinkel may modify the Services in order to correct errors, add new functionalities, or improve performance. The Parties may consult in advance regarding such modifications and the Customer may make suggestions, but the final decision whether or not to implement the modification rests with Rinkel.

6.2 If, in the opinion of Rinkel, modifications lead to a material change in the functionality of the Services, Rinkel will endeavour to announce such modifications to the Customer in advance by email.

6.3 Rinkel will use its best efforts to remedy any errors in the Services, but is partly dependent on its suppliers in doing so. Rinkel is entitled not to install certain updates or upgrades from suppliers if, in its opinion, they do not benefit the operation of the Services.

6.4 If the implementation of changes and improvements may lead to a limitation in the availability of the Services, this will be carried out as much as possible during night-time hours. Emergency maintenance may be performed at any time and will not be announced in advance.

Article 7. Other services

7.1 If the Customer requests additional work or Services or Products that fall outside the Agreement, the Parties will consult and Rinkel will prepare an additional offer. Rinkel will only perform such additional work after the Customer has accepted the offer.

7.2 Shipping costs may be charged for orders below a certain order amount.

Article 8. Delivery of Products

8.1 Products can only be ordered after a subscription has been taken out.

8.2 After the Agreement has been concluded, Rinkel will use its best efforts to deliver the Products as soon as possible in accordance with the Agreement. Any time periods communicated by Rinkel are indicative and do not constitute strict deadlines.

8.3 Rinkel does not guarantee that the Products are suitable for the use intended by the Customer. The Customer is responsible for verifying this before entering into the Agreement.

8.4 Unless agreed otherwise, the Products are delivered without assembly and installation materials, any software, and any required consumables.

8.5 In the event of a sale of Products, the risk of loss of or damage to the Products passes to the Customer at the time of delivery. Unless otherwise agreed in writing,

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delivery shall take place at the location designated by Rinkel (EX Works – Incoterms 2020). The Customer must inspect the Products upon delivery. Defects must be reported to Rinkel without undue delay, but in any event within 48 hours after delivery, in writing. If the Customer fails to report any damage within this period, the Product will be deemed to have been delivered without damage and defects. In its report, the Customer must sufficiently describe any damage or defects and provide sufficient evidence to Rinkel in order for Rinkel to assess the validity of the report.

8.6 Unless expressly indicated otherwise, the prices quoted by Rinkel are always exclusive of transport, insurance, and other transport or delivery costs.

8.7 Unless expressly agreed otherwise in writing, Rinkel is not obliged to remove remnants of installation and assembly materials or packaging materials.

8.8 Rinkel is only obliged to assemble, connect, install, and/or configure the Products for the Customer, or to have this done by third parties, if this has been expressly agreed in writing as a Service.

8.9 Rinkel is entitled to engage third parties in the performance of the Agreement insofar as it relates to the sale of Products.

8.10 Unless expressly indicated otherwise by Rinkel, Products can only be ordered from Rinkel in combination with a subscription.

8.11 The availability of Products may vary per country. Rinkel reserves the right to restrict the sale and delivery of Products to specific territories.

Article 9. Retention of title

9.1 All Products delivered by Rinkel remain the property of Rinkel until the Customer has fully complied with all of its payment obligations. As long as ownership has not passed to the Customer, the Customer shall not make the Products available to third parties in any way whatsoever.

9.2 For as long as ownership of the Products rests with Rinkel, Rinkel is entitled to recover the Products from the Customer if there is any risk of seizure by a third party. The costs thereof are for the account of the Customer. The Customer must grant Rinkel access to the location where the Products are situated. Furthermore, the Customer shall notify Rinkel as soon as possible if the Products, of which ownership still rests with Rinkel, are seized or if there is any reason to believe that such seizure may be imposed by third parties.

Article 10. Warranty and return process

10.1 During the warranty period, Rinkel will, in the event of a defect, arrange for repair or replacement of the Product, except in cases where the warranty scheme does not apply, such as the situations referred to in Article 10.4.

10.2 Rinkel's Products come with a standard one-year warranty. During this period, the Customer may return the Product in the event of a defect that falls within the scope of the warranty. Warranty cases will be examined and repaired by Rinkel free of charge. Shipping costs for any return shipment are for the account of the Customer.

10.3 Before returning a Product, the Customer must submit a report to Rinkel. This report must include at least:

- Name
- Company name

Per device:

- Product description
- MAC address
- Serial number
- Purchase date
- Description of the defect

10.4 The above-mentioned warranty provisions can only be invoked if the defect is not the result of normal wear and tear, improper use, insufficient maintenance, failure to observe product instructions, repairs carried out by third parties and/or modifications with non-original parts, and if type numbers, serial numbers, and/or warranty stickers are intact.

10.5 Rinkel coordinates the return process with the third-party supplier of the Products and the Customer. If the Products need to be returned, the Customer will receive an RMA code with which the Products can be returned. The Customer shall return the Product to the address specified by Rinkel.

10.6 If the Customer returns the Product in a situation where no defect has occurred (for example in the event of receipt of an incorrect Product), the Customer shall reset the Product to factory settings before shipment, disconnect the Product, and pack it themselves without adapters/accessories, including the handset.

10.7 If Rinkel determines that a returned Product does not fall within the scope of the warranty, Rinkel is entitled to charge costs for repairing or replacing the Product.

10.8 To the extent permitted by law, Articles 17, 18, 19a, 21, 22, and 23 of Book 7 of the Dutch Civil Code are excluded insofar as the Agreement relates to the sale of products.

Article 11. Telephone numbers

11.1 In order for the Service(s) to function, the Customer requires a telephone number. The Customer can request telephone numbers and port them to or from Rinkel.

11.2 The request and use of a telephone number is subject to the laws and regulations applicable in the country in which the telephone number is issued. These laws and regulations are subject to change and interpretation by the competent authorities. Although Rinkel endeavours to align the application process and allocation of a telephone number as closely as possible with the applicable laws and

regulations and to inform the Customer accordingly, Rinkel cannot guarantee that a request for a telephone number will always be honoured or that a telephone number will always remain available. The Customer is responsible for adequately informing themselves about the use of the telephone number in the relevant country and the applicable laws and regulations.

11.3 A number issued by Rinkel can only be ported away free of charge if there are no outstanding invoices.

11.4 Rinkel will use its best efforts to ensure that porting to and from Rinkel runs smoothly, but is dependent on various parties over whom Rinkel has no control. Rinkel is not liable for any damage arising from this (for example a non-functioning alarm system, termination fees for ongoing subscriptions, and other costs and situations).

11.5 The Customer is fully responsible for the use of the telephone number and compliance with the applicable laws and regulations. The Customer indemnifies Rinkel against all third-party claims, including claims by regulators, and shall fully hold Rinkel harmless in this respect.

Article 12. Intellectual Property

12.1 The Service(s), the related software, and all information and images in the Service are the Intellectual Property of Rinkel or its licensors. These may not be copied or used in any way without the prior consent of Rinkel, except where permitted by law.

12.2 The Customer acquires a non-exclusive, non-transferable right to use the Service for the duration of the Agreement.

12.3 Information that the Customer stores or processes via the Service remains the property of the Customer. Rinkel has a limited right to use this information for the Service, reporting, benchmarking, statistical and analytical purposes, including future aspects thereof. The Customer may withdraw this right of use by terminating the Agreement.

12.4 If the Customer sends information to Rinkel, for example feedback on an error or a suggestion for improvement, the Customer grants Rinkel an unlimited and perpetual right to use this information for the Service.

12.5 Rinkel will not access data that the Customer stores and/or distributes via the Service, unless this is necessary for the provision of the Service, including other and future Services, or Rinkel is required to do so under a statutory provision or court order. In the latter case, Rinkel will endeavour to limit access to the data as much as possible, insofar as this is within its power.

Article 13. Support and availability

13.1 Rinkel will provide a reasonable level of support to the Customer with regard to questions about the use and management of the Services and Products, as well as

technical problems related to the Services and Products. The helpdesk opening hours and contact channels are stated on the Website.

13.2 Rinkel endeavours to handle helpdesk requests within a reasonable period of time. The time required to resolve issues may vary.

13.3 Rinkel endeavours to keep the Services online as much as possible but cannot guarantee uninterrupted availability, unless otherwise agreed in a service level agreement.

13.4 If, in the opinion of Rinkel, there is a danger to the functioning of Rinkel's or third parties' computer systems or network, for example in the event of a (D)DoS attack or activities of malware, Rinkel is entitled to take all measures it reasonably deems necessary to avert the danger and limit or prevent damage. This may result in reduced availability.

Article 14. Security and privacy

14.1 Rinkel will use its best efforts to secure the Services against misuse and unauthorised access to the Customer's data.

14.2 In performing the Agreement, Rinkel may process personal data on behalf of the Customer, where the Customer is regarded as the controller and Rinkel as the processor. If personal data are processed, the Parties may enter into a data processing agreement in which arrangements about the processing and security of these personal data are laid down. The terms used have the meaning as defined in applicable privacy legislation.

14.2 The Customer warrants that any provision of (personal) data to Rinkel is lawful and that the processing of these data in accordance with the Agreement does not contravene any applicable privacy laws and regulations.

14.3 The Parties shall treat as confidential any information they provide to each other before, during, or after performance of the Agreement, or process in the Service, if such information is marked as confidential or if the Parties may reasonably be expected to understand that such information is confidential. The Parties shall impose this obligation on their employees and on any third parties engaged by them for the performance of the Agreement.

Article 15. Liability and force majeure

15.1 Rinkel's liability for damages is limited to the amount paid out by Rinkel's insurer in the relevant case. If no payment is made, liability per event (where a series of consecutive events is treated as a single event) is limited to the amount that the Customer has paid under the Agreement during the 3 months preceding the occurrence of the damage. If the Agreement relates to the sale of a Product, liability is limited to the fee that the Customer has paid to Rinkel for that Product.

15.2 Rinkel is only liable for direct damage resulting from an attributable failure in the performance of the Agreement. Rinkel is not liable for any other type of damage.

“Direct damage” exclusively means damage consisting of:

- i) damage directly caused to tangible property;
- ii) reasonable and demonstrable costs incurred by the Customer to remind Rinkel to properly perform the Agreement again, unless the defective performance cannot be attributed to Rinkel;
- iii) reasonable costs to determine the cause and extent of the direct damage;
- iv) reasonable and demonstrable costs incurred by the Customer to prevent or limit direct damage, insofar as the Customer demonstrates that these costs have resulted in a limitation of the direct damage; and
- v) reasonable and demonstrable costs for having the Agreement performed by a third party, if Rinkel, after being given notice of default by the Customer, fails to properly perform the Agreement again within the reasonable period set in the notice.

15.3 Any limitation or exclusion of liability included in the Agreement does not apply if the damage is the result of:

- i) intent or wilful recklessness by the management of Rinkel; or
- ii) death or bodily injury.

15.4 Rinkel’s liability due to an attributable failure in the performance of the Agreement only arises if the Customer notifies Rinkel in writing of the failure without delay, but no later than 30 days after discovery, granting a reasonable period to remedy the failure, and Rinkel continues to fail attributable in the performance of its obligations after that period. The notice of default must contain as detailed a description as possible of the failure, so that Rinkel is able to respond adequately.

Article 16. Force majeure

16.1 Rinkel cannot be obliged to perform any obligation under the Agreement if performance is prevented due to force majeure. Rinkel is not liable for any damage resulting from force majeure.

16.2 Force majeure includes, in any event, power failures, internet failures, failures in the telecommunications infrastructure, network attacks (including (D)DoS attacks), attacks of malware or other malicious software, and the situation in which Rinkel is unable to perform due to its suppliers, regardless of the reason for this.

Article 17. Amendments to the terms

17.1 Rinkel may amend these general terms and conditions at any time.

17.2 Rinkel will endeavour to announce any amendments or additions at least thirty days before they take effect by email to the Customer so that the Customer can take note of them.

17.3 If the Customer does not wish to accept an amendment or addition, the Customer may terminate the Agreement up to the date on which the amendment or addition takes effect. Use of the Services and Products after the effective date constitutes acceptance of the amended or supplemented terms.

17.4 Both Parties shall fully cooperate with amendments or additions to these general terms and conditions that are necessary due to new or amended legislation. Such amendments may be implemented by Rinkel without prior notice, and the Customer will not have the right to terminate the Agreement on that basis.

17.5 The procedure set out in this article does not apply to changes of minor importance. Such changes may be implemented by Rinkel without prior notice, and the Customer will not have the right to terminate the Agreement on that basis.

Article 18. Term and termination

18.1 The term of the provision of the Service is laid down in the Agreement or agreed in the ordering process. If no term has been specified in the Agreement and insofar as the Agreement is a continuing performance agreement, the Agreement is deemed to have been entered into for a period of one (1) month from the moment the Service is purchased and is automatically renewed each month for a further month, unless the Parties agree a different term.

18.2 If the Agreement has been entered into for one (1) month, Rinkel and the Customer may terminate it at the end of any subsequent renewal period after the expiry of the first month. Notice of termination may be given by email or via My Rinkel. If the Customer terminates their subscription within 30 days and is entitled to a refund in accordance with Article 2.9, the Agreement will end immediately without any further payment obligation. If the Customer terminates after 30 days, the regular termination conditions apply.

18.3 If the Agreement has been entered into for an initial term of twelve (12) months, the Agreement will be renewed for an indefinite period after expiry of this period. During the initial term of twelve (12) months, the Agreement cannot be terminated prematurely, except as provided in Article 2.8 regarding the 30-day money-back guarantee. If the Customer makes use of this guarantee within this 30-day period, the Agreement will end immediately and any further payment obligation will lapse. After the expiry of the initial period of twelve (12) months, the Agreement will automatically be renewed for an indefinite period. In that case, the Agreement may be terminated by either Rinkel or the Customer at any time, subject to a notice period of one (1) month. Notice of termination must be given in writing by email or via My Rinkel.

18.4 Rinkel may suspend or terminate the Agreement in whole or in part with immediate effect and in writing, without requiring a notice of default, if the Customer is in default with respect to a material obligation under the Agreement.

18.5 Rinkel may suspend or terminate the Agreement in whole or in part with immediate effect and in writing, without requiring a notice of default, if the Customer is declared bankrupt, applies for or is granted suspension of payments, ceases its activities, or its company is liquidated.

18.6 If Rinkel suspends performance of the Agreement, Rinkel retains its rights under the Agreement and applicable law.

18.7 In the event that the Agreement is terminated, all claims of Rinkel against the Customer become immediately due and payable (regardless of the reason for termination).

18.8 If the Agreement is dissolved by Rinkel, the Customer remains liable for all amounts already invoiced and no obligations arise to undo any performances already carried out.

Article 19. Final provisions

19.1 The Agreement is governed exclusively by Dutch law.

19.2 To the extent not otherwise mandated by mandatory rules of law, all disputes between the Parties in connection with the Agreement shall be submitted to the competent court in the district in which Rinkel has its registered office.

19.3 Rinkel is entitled to transfer its rights and obligations arising from the Agreement to a third party that acquires Rinkel or its business activities.

19.4 The Customer must notify Rinkel without undue delay of any change in name, (postal) address, email address, telephone number, and other information and data relevant to the performance of the Agreement. The Customer must update this information independently in My Rinkel.

19.5 The version of any (electronic) communication or information received or stored by Rinkel shall be deemed authentic, unless the Customer provides evidence to the contrary.

19.6 If any provision of the Agreement is null or invalid, this does not affect the validity of the Agreement as a whole. In such a case, the Parties will agree a new provision to replace the invalid provision, which will reflect the original intention of the Parties as closely as possible, to the extent permitted by law.

19.7 These general terms and conditions are drafted in the English language. Any translation is provided for convenience only. In the event of any discrepancy or inconsistency between a translated version and the English version, the English version shall prevail.