



Terms and Conditions

Article 1. General

In these general terms and conditions, the following designations are used in the following meaning, both in singular and plural:

Client: Any party entering into an Agreement with Abra B.V. and/or the party giving instructions to Abra B.V.

Content: All works, texts, data, information, or other materials that are published, communicated, or made available by Abra B.V.

Services: All services offered by Abra B.V. that are the subject of an offer, quotation, Agreement or other legal act between Abra B.V. and the Client.

User: The party who, according to the Agreement or the General Terms and Conditions, has the right of access and use of the delivered content, software, etc.

IP rights: All intellectual property rights and related rights, such as copyright, trademark rights, and database rights.

Abra B.V.: Abra B.V., based in Utrecht, The Netherlands, registered in the Chamber of Commerce under number 73214574.

Agreement: Every Agreement concerning the delivery of Products and/or Services between Abra B.V. and the Client, including any amendment and addition thereto. The Agreement at least consists of these General Terms and Conditions.

Business Activities: The development, production, and publication of software and the services offered by Abra B.V., such as consultancy, accessibility, implementation, cybersecurity, outsourcing, software development, mediation and support of various projects in and with other countries, process and product development, marketing, social media and advice in the field of management and business operations.

Parties: Abra B.V., Client and third parties.

Products: All items offered by Abra B.V. that are the subject of an offer, quotation, agreement, or other legal act between Abra B.V. and the Client.

Written: Notification on paper and via electronic means, such as email and WhatsApp.

Specifications: The agreements regarding the content, functionality(ies), software and/or service(s) being developed and/or provided.

Article 2. Scope

1. These General Terms and Conditions apply to, and form an integral part of, all Agreements, and all quotations or offers issued by Abra B.V., excluding all (general) purchasing or other conditions used by the Client. Notwithstanding the foregoing, these General Terms and Conditions will always prevail if, despite the foregoing, the Client's (general) purchasing or other conditions are applicable.
2. In the event these General Terms and Conditions have once applied to a legal relationship between Abra B.V. and the Client, the Client is deemed to have agreed in advance to the applicability of these General Terms and Conditions to Agreements to be concluded afterwards.
3. Abra B.V. is entitled to amend these General Terms and Conditions. Amendments are made known to the Client in writing. The amended version of the General Terms and Conditions forms part of every Agreement concluded after the time of the amendment.
4. Deviations from the General Terms and Conditions are only valid if they have been agreed upon in writing in advance by Abra B.V. and the Client.
5. If one or more provisions of these General Terms and Conditions are null and void or should be annulled, the remaining provisions of these general terms and conditions will remain fully applicable.

Article 3. Agreement

1. An Agreement is only concluded either by written acceptance by Abra B.V. of an order, registration, or assignment from the Client, or by signature of an Agreement by both Parties, or by a registration of the Client via the website and confirmation of that registration by Abra B.V. by email to the Client.
2. The agreement is deemed, in the case the Client has not (yet) signed the agreement, to also have been established if behaviors of the Client and/or Abra B.V. indicate that the agreement is being implemented in practice.
3. Offers and proposals from Abra B.V. are revocable, non-binding and valid for the period indicated therein. If no term is indicated, then the offer or proposal is valid until 30 days after the date the offer or proposal was issued. If an offer or proposal from

Abra B.V. is accepted by the Client, Abra B.V. has the right to revoke the offer or proposal within two working days after becoming aware of it.

4. Offers or quotations do not automatically apply to future assignments.
5. The duration, rate, and further conditions of the assignment are agreed upon (and recorded) in the quotation/agreement, or as confirmation by email.

Article 4. Prices and Payment Terms

1. The prices used by Abra B.V. are exclusive of VAT and other government-imposed levies.
2. Payment by the Client must be made, without deduction, discount or set-off, within fourteen (14) days of the invoice date. Payment must be made in euros by transfer in favor of a bank account designated by Abra B.V.
3. All payments by the Client to Abra B.V. are deducted from the oldest outstanding invoices of the Client.
4. The payment terms are considered as fatal terms. In case of late payment, the Client is automatically in default, without a reminder or notice of default, and obliged to pay an interest of 2% per month or part thereof on the outstanding amount, expressly in addition to the extrajudicial costs, being 15% of the invoice amount with a minimum of € 150.00 excluding VAT, to be calculated over the principal sum plus interest.
5. The Client is not authorized to suspend or offset payments due to alleged shortcomings by Abra B.V.
6. Abra B.V. may change the prices for Services and/or Products. Unless otherwise agreed, a price change takes effect immediately.
7. In the case of a joint assignment, Clients, as far as the work has been performed for the joint Clients, are jointly and severally liable for payment of the invoice amount regardless of the name on the invoice.
8. Abra B.V. is entitled to execute the agreement in different phases and to invoice the part thus executed separately. Payment must be made after each sprint/phase.
9. If payment has not been made within three (3) days after a reminder from Abra B.V., Abra B.V. is entitled to stop the project immediately, without being liable for damages, and the team members can be assigned to other tasks. In that case, a working out time of 2 weeks is charged.

Article 5. Delivery Times and Changes

1. All (delivery) periods mentioned or agreed by Abra B.V. are not fatal periods. Abra B.V. makes reasonable efforts to observe (delivery) periods as much as possible.
2. Abra B.V. is entitled to suspend the fulfilment of its obligations under an Agreement if the Client does not fully and/or timely meet her (payment) obligations. Adverse consequences of suspension are at the expense of the Client.
3. If the Client owes an advance payment or if the Client is required to provide the information necessary for the execution, the period within which the work must be completed does not start until after the payment has been received in full, or the information is fully made available, respectively.
4. If during the execution of the Agreement it appears that it is necessary to change or supplement the work to be carried out for a proper execution, parties will adjust the Agreement accordingly in a timely manner and in mutual consultation.
5. If parties agree that the Agreement is changed or supplemented, and this can affect the time of completion of the execution, Abra B.V. will inform the Client as soon as possible.
6. If the change or addition to the agreement will have financial and or qualitative consequences, Abra B.V. will inform the Client in advance.
7. If a fixed fee has been agreed, Abra B.V. will indicate to what extent the change or addition to the Agreement results in an exceedance of this fee.

Article 6. Provision of Information

1. The Client shall provide all data and documents, which Abra B.V. deems necessary for the correct execution of the granted assignment or which the Client should reasonably understand to be necessary for the execution of the Agreement, in a timely manner, in the desired form and manner.
2. The Client guarantees the accuracy, safety, and reliability of the data and documents made available to Abra B.V., even if these come from third parties, unless the nature of the assignment suggests otherwise.
3. If and insofar as the Client requests this, the documents made available are returned to the Client.
4. If the data necessary for the execution of the Agreement has not been provided to Abra B.V. on time or properly, Abra B.V. has the right to suspend the execution of the

Agreement and/or to charge the Client for the additional costs resulting from the delay at the usual rates.

5. The Client understands and acknowledges that the specifications are drawn up based on the information provided by the Client. The Client guarantees that he has provided all essential information for the drafting of the Specifications and the assignment to the best of his knowledge. Abra B.V. is not liable for any damage resulting from or arising from the absence of any information necessary and/or desired for the drafting of the specifications.

Article 7 Expiry Period

1. Insofar as these general terms and conditions do not stipulate otherwise, claims and other powers of the Client against Abra B.V. in connection with the performance of work by Abra B.V. will in any case expire after one year from the moment when the Client became aware or could reasonably have been aware of the existence of these rights and powers.

Article 8. Execution of Services and Maintenance

1. Abra B.V. will perform the services to be performed by her to the best of her insight and ability and in accordance with the requirements of good workmanship. Abra B.V. performs all Services primarily based on an effort obligation.
2. Abra B.V. only works based on an obligation to achieve results if this is agreed in writing. Everything Abra B.V. delivers is "as is". This means that the Client tests the Software and accepts it or asks to fix bugs. After Abra B.V. has fixed bugs, the Client must accept the software. Abra B.V. provides no warranties for the software/ documentation after acceptance. Acceptance is presumed to be present if no response has been given within two weeks after delivery.
3. In case of changes or additions that result in a change in the scope of the agreed Services, for example, due to additional work, any resulting additional work will be compensated according to the rates of Abra B.V. that apply at the time of execution of these additional work.
4. Abra B.V. determines how and by which persons the granted assignment is executed.
5. Abra B.V. can advise the Client to engage a third party for the performance of certain activities. If the Client directly enters into an agreement with this third party, Abra B.V. is not liable for any shortcomings of this third party.

6. Abra B.V. is only obliged to maintain the delivered content, software if the parties have agreed this in writing. Abra B.V. can, at the request of the Client, but is not obliged to, correct errors in the software/content. The costs associated with this are not included in the assignment, the Client is obliged to pay these costs at the then applicable hourly rates of Abra B.V.

Article 9. Guarantees

1. Abra B.V. does not guarantee that the delivered content, software, and/or services are free of defects and will function without interruptions after the acceptance of the delivered software. Abra B.V. makes no warranties about suitability for a particular purpose or specific use. Abra B.V. is in no way liable or obligated to the Client for any damage resulting from or caused by the (temporary) inaccessibility or failure of software, unless otherwise agreed in writing.
2. Abra B.V. explicitly excludes any express and implied warranties, commitments, and indemnities of any kind, including but not limited to warranties, promises, and indemnities regarding the quality, safety, legality, integrity, availability, and accuracy of the Assignment, unless explicitly and in writing agreed otherwise.
3. Abra B.V. is not responsible for the purchase and/or proper functioning of the infrastructure of the Client or third parties. Abra B.V. is not liable for damage or costs caused by errors in transmission, non-functioning or defective functioning, or unavailability of computer, data, or telecommunication facilities, including internet.
4. The Client is responsible for meeting all technical and functional requirements provided by Abra B.V. that are necessary to use the content/software.
5. The Client is responsible for the use of the content, software, and/or other delivered services by the users, regardless of whether there is a relationship of authority between the Client and these users.

Article 10. Intellectual Property Rights

1. All IP Rights relating to the Services and/or Products provided under the Agreement and to the Content, solely belong to Abra B.V. and/or its licensors, unless otherwise expressly agreed in writing. The stipulation in this article constitutes a reservation in the sense of Article 15 paragraph 1 of the Dutch Copyright Act. Abra B.V. is entitled to reuse (parts of) the code for other products. If the Client wishes to obtain an IP right on the code, then the Client needs to pay a certain amount to buy it off. This amount will be included in the agreement in that case.

2. Nothing in these General Terms and Conditions implies a transfer of IP Rights.
3. The Client is not allowed to remove or change any indication concerning IP Rights in the Products and/or the (results of the) Services.
4. Abra B.V. expressly does not waive any moral rights mentioned in Article 25 of the Dutch Copyright Act.
5. In the event that the IP Rights on (a part of) the Services, Products, and/or Content belong to licensors of Abra B.V., the Client may have to accept the license provisions and conditions of these third parties in order to be able to use (all functions of) the Services and/or Products. If the Client does not wish to do so, she has no claim whatsoever against Abra B.V. in this respect.
6. In the event it is irrevocably established in law that the Services, Products, and/or Content provided by Abra B.V. infringe upon any IP Right owned by a third party, or if, in the opinion of Abra B.V., there is a reasonable chance that such an infringement occurs, Abra B.V. will, if possible, ensure that the Client can continue to use the Service and/or the Product (or something functionally equivalent) undisturbed. Any other or further liability or indemnification obligation of Abra B.V. due to infringement of a third party's IP Rights is entirely excluded.
7. The Client is not allowed to disclose, exploit, or reproduce any data or parts from the provided documentation and/or training material and/or code.
8. If Abra B.V. has developed an app and/or other content for the Client, the transfer of the code and/or other content only takes place after Abra B.V. has received the final payment. After the final payment of the development costs, the Client owns the IP rights if this has been agreed. If the Client does not proceed to pay all costs, Abra B.V. is entitled to reclaim or disable all information, content etc. The damage suffered by the Client as a result of this, is for the account and risk of the Client. Abra B.V. cannot be held liable for this.
9. The Client indemnifies Abra B.V. against any claim by a third party that is based on an assertion that the use, development, and/or installation, infringes upon a right of that third party.
10. In case of violation of this article, the Client owes Abra B.V. a fine of € 25,000.00 (say: twenty-five thousand euros) without judicial intervention, plus € 1,000.00 for each day that the violation continues, without prejudice to the right of Abra B.V. to compensation by the Client of the actual damage suffered that may exceed the penalty amount paid out.

Article 11. Liability

1. Abra B.V. is not liable for damage arising from a (attributable) breach in the performance of the Agreement, tort or on any other ground in the context of the establishment and/or execution of the Agreement, except as provided in the following sections of this article.
2. The total liability of Abra B.V. due to an attributable failure in the performance of the Agreement, from tort or otherwise, including any failure in the performance of a warranty obligation agreed with the Client, is limited to compensation for direct damage up to the amount that has been paid or should have been paid to Abra B.V. for the relevant Product or Service, with long-term contracts based on the relevant Service for one (1) month. In no case will the total liability of Abra B.V. exceed the amount budgeted for the last sprint/phase of the project.
3. Direct damage is understood to mean only:
 1. reasonable costs that the Client has incurred to make Abra B.V.'s performance comply with the Agreement;
 2. reasonable costs incurred to prevent or limit direct damage, which could have been expected as a result of the event on which the liability is based; and
 3. reasonable costs incurred in determining the cause of the damage, the liability, the direct damage and the way of recovery.
4. Any liability of Abra B.V. for damage other than direct damage, such as consequential damage, derived damage and immaterial damage is entirely excluded. Consequential damage is understood in this context to mean at least: loss of profit, missed savings, reduced goodwill, damage due to business stagnation, losses, costs incurred to prevent or determine consequential damage, loss, interchange or damage of electronic data and/or damage due to delay in the transport of data traffic and all other damage than that mentioned in article 11.3. Also excluded from Abra B.V.'s liability is damage due to mutilation, or loss of data, data and/or documents and/or damage due to delay in the transport of data traffic.
5. This article in no way limits the liability of Abra B.V. for damage resulting from intent or willful recklessness of Abra B.V. itself.
6. A condition for the creation of any right to compensation is always that the Client reports the damage in writing as soon as possible after its occurrence and that Abra B.V. is offered a reasonable period for recovery (notice of default).
7. After delivery and any installation, or completion of a phase and/or sprint, the Client will test the Software within (one) week, or assess the provided service for errors. An

error is understood to be the substantial and reproducible failure to meet the Specifications. The Specifications are included in the agreement. The customer is responsible for the approval of the Specifications. During this test period, the Client is not allowed to use the Software for productive or operational purposes. If the Client proceeds with this, the Client is liable for all damage resulting from this.

8. If the Client has not put Abra B.V. in default within one week after the delivery of a phase and/or completion of a sprint and/or delivery of an app and/or part of the services of Abra B.V., this means that the Client has accepted the services provided and/or products delivered. The Client then indemnifies Abra B.V. for all damage that arises afterwards.
9. Acceptance of the services and/or products may not be withheld on grounds that are not related to the Specifications, that are only subjective and/or cosmetic in nature. In addition, acceptance may not be withheld due to the existence of minor errors that do not reasonably impede the use of the Software.
10. In the event of a rightly issued complaint, Abra B.V. has the choice between adjusting the invoiced fee, improving or re-performing the rejected work free of charge, or partially or entirely not (any longer) executing the assignment against a refund proportional to the fee already paid by the Client.
11. Abra B.V. is in no case liable for the damage caused by a third party engaged. In the event of damage and/or defect, the Client must address this third party directly.
12. If the team of Abra B.V. suffers damage due to late payment by the Client, the Client must compensate all costs arising from this to Abra B.V. The Client cannot recover any damage they may suffer as a result of this from Abra B.V.

Article 12. Force Majeure

1. Neither Party is obliged to fulfill any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so due to force majeure. Force majeure on the part of Abra B.V. includes, but is not limited to:
 1. The failure to properly comply with obligations prescribed by the Client to Abra B.V.;
 2. Defectiveness of things, equipment, software or materials of third parties whose use is prescribed by the Client to Abra B.V.;
 3. Government measures;
 4. Power outage;

5. Failure of internet, data network, or telecommunication facilities;
 6. War;
 7. General transport problems;
 8. Supplier who stops, is unable to fulfill agreements due to illness, or the death of a supplier.
2. If a situation of force majeure lasts longer than 60 days, each Party has the right to dissolve the agreement in writing. What has already been performed based on the agreement will be settled proportionally in that case, without the Parties otherwise owing each other anything.

Article 13. Privacy and personal data

1. Parties mutually commit to acting in accordance with the legislation in the field of personal data protection. Parties act in accordance with the data breach notification guidelines of the Dutch Data Protection Authority, the GDPR, and the GDPR Implementation Act.
2. A data breach is defined as: all security incidents that have breached the protection of personal data at any point in time or that have exposed the personal data to loss or unlawful processing. This could include, for example, the loss of a USB stick or computer, sending an email in which the email addresses are visible to all recipients, a calamity such as a fire in a data center or a malware infection.
3. The Client will always be regarded as the data controller, as it determines the purpose and means.
4. If a data controller becomes aware of a data breach, it must report it immediately, where possible within 72 hours, to the Dutch Data Protection Authority. If this is not possible, an explanation must be given for the delay.
5. If it turns out that there is a data breach at Abra B.V., which the Client must report to the Dutch Data Protection Authority and/or the data subject(s), then Abra B.V. will inform the Client about this as soon as possible after Abra B.V. has become aware of the data breach. Abra B.V. will try to provide the Client with all the information it needs to make a complete report to the Dutch Data Protection Authority and/or the data subject(s).
6. Parties take appropriate technical and organizational measures to secure the personal data against loss or any form of unlawful processing.
7. In consultation with Abra B.V., the Client is entitled to check compliance in the area of

personal data protection during the term of the agreement through an independent expert. The Client bears all costs associated with this check.

8. Abra B.V. can engage third parties (sub-processors) to perform certain tasks, for example, if these third parties have specialist knowledge or resources that Abra B.V. does not have. If the engagement of third parties results in them processing personal data, Abra B.V. will make agreements with those third parties about the security of personal data. By entering into an agreement with Abra B.V., the Client gives permission to engage the third parties.
9. Abra B.V. frequently collaborates with parties from, among others, Ukraine. These parties may have to deal with the processing of personal data of the Client. Abra B.V. obliges these parties to maintain an adequate level of data protection and to have appropriate safeguards.
10. Abra B.V. is not liable for fines or claims if the Client fails to fulfill its obligations under the laws and regulations in the field of personal data protection.

Article 14. Contract Duration

1. The Agreement is entered into for the period indicated in the Agreement or for the duration of the project / assignment described in the Agreement.
2. The Agreement that is entered into for an (un)specified period and does not end by completing the assignment / project, can be terminated by both parties with a notice period of one month.
3. Abra B.V. has the right to suspend the fulfillment of obligations or to terminate the Agreement immediately without a notice of default if:
 1. The Client does not or does not fully comply with the obligations from the agreement;
 2. The Client has been declared bankrupt, has been granted (temporary) suspension of payment, another similar regulation has become applicable to the other party, or the other party has otherwise lost full or partial free management or free disposal of its assets, regardless of whether that situation is irreversible;
 3. The Client has ceased to exist or has been dissolved.
4. If the assignment to Abra B.V. has been given with regard to a certain person, the assignment will be completed by another person affiliated with Abra B.V. or, if no suitable person is available at that time within the office of Abra B.V., by a third party after consultation with the Client. Upon the death of the natural person client, the

rights pass to his/her heirs.

5. If early termination has occurred, Abra B.V. retains the claim to payment of the invoices for work performed up to that point, whereby the provisional results of the work performed up to that point will be made available to the Client, subject to conditions. If this entails additional costs, these will be charged.
6. After the acceptance of the assignment, there is no longer any possibility to demand the surrender of documents by the Client.
7. Within 30 (thirty) days after termination of the Assignment, the Client can request Abra B.V. to provide the data it holds from the Client. Abra B.V. is obligated to comply with any reasonable request from the Client, only if the Client has paid all invoices from Abra B.V. Abra B.V. is then always entitled to charge the usual rates. The data is only provided in a format chosen by Abra B.V..

Article 15. Confidentiality

1. Each party commits to confidentiality towards third parties with regard to all confidential information and data originating from or relating to the other party, insofar as this information and data has become known to the first-mentioned party in the context of the quotation or assignment.
2. Abra B.V. has the right to disclose the existence of the agreements between Abra B.V. and the Client in publications and interviews, etc.

Article 16. Trainings

1. A registration for a training should always be made in writing and is binding after confirmation by Abra B.V.
2. The Client is responsible for the choice and suitability of the training for the participants.
3. If the number of registrations gives cause to do so in the opinion of Abra B.V., Abra B.V. is entitled to cancel the training at its discretion, to combine it with one or more other trainings, or to have it take place at a later date or time.
4. Abra B.V. is entitled to make organizational (including training location) and substantive changes to a training.
5. The consequences of a cancellation of participation in a training by the customer or participants are governed by the rules customary at Abra B.V. This means that the customer:

1. in case of cancellation more than two weeks before the start of the training, is obliged to reimburse 50% of the training costs
 2. in case of cancellation less than two weeks before the start of the training, the customer is obliged to reimburse 70% of the training costs.
 3. in case of cancellation less than 24 hours before the start of the training, does not show up or otherwise does not participate in the training without cancellation, the customer must reimburse the full training costs and the customer has no right to a refund.
6. A cancellation must always be made in writing and prior to the training or the relevant part thereof. Cancellation and/or non-appearance do not diminish the obligations that the client has under the agreement. In the event of cancellation by the customer, it is at the discretion of Abra B.V. whether a request to send training material is granted.
 7. Abra B.V. determines the content and depth of the training and the client accepts this.

Article 17. Decommissioning

1. Abra B.V. has the right to (temporarily) decommission a product/service produced by him and/or to limit its use if the Client does not comply with an obligation towards Abra B.V. in respect of the agreement, or acts in violation of these general terms and conditions. Abra B.V. will notify the Client in advance, unless this cannot reasonably be expected from Abra B.V.
2. The obligation to pay the amounts due also continues during the decommissioning.
3. The service will be resumed if the Client has complied with his obligations within a period set by Abra B.V.

Article 18. Miscellaneous

1. Dutch law applies to these General Terms and Conditions, the Agreement and all use of Products and/or Services. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
2. Disputes between Abra B.V. and the Client are exclusively submitted to the East Brabant court, sitting in 's-Hertogenbosch.
3. In the event that any provision of these General Terms and Conditions is declared null and void or is annulled, the remaining provisions will remain in full force. Abra B.V. will then establish a new provision to replace the void/annulled provision, taking into account as much as possible the purpose of the void/annulled provision.

4. Abra B.V. is entitled to engage third parties for the execution of the Agreement.
5. The rights and obligations from the Agreement cannot be (sub)licensed or transferred to a third party by the Client, unless Abra B.V. expressly agrees to this in writing. Abra B.V. will not unreasonably withhold this permission.
6. Abra B.V. can (sub)license and/or transfer the rights and obligations arising from the Agreement to a third party, without the consent of the Client.
7. If at any time Abra B.V. does not invoke a right or authority granted to it by the Agreement or the law, this does not constitute a waiver of that right or authority.