

Definitions

1. Registered e-mail – Aangetekend Mailen (AM): a Trust Service that allows data to be sent between third parties by electronic means and that provides evidence of the handling of the data transmitted, including proof of the sending and receiving of the data, and that protects the transmitted data against the risk of loss, theft, damage or unauthorized modification (in accordance with art. 43.1 eIDAS Regulation).
2. Registered e-mail Plus - Aangetekend Mailen Plus (AM Plus): a Qualified Trust Service for electronic registered delivery that meets the requirements set out in the eIDAS Regulation. (in accordance with art. 43.2 and 44 eIDAS Regulation).
3. Subscription: the agreement in which the Client and the Supplier have agreed on the provision of Services for a period of 12 months against a periodic fee.
4. General Terms and Conditions: the present terms and conditions of the Supplier.
5. AM server: the hardware and software that is (virtually) linked to the Client's existing E-mail client and on which the Service is made available.
6. Authentication: Verify that a person's security features match the provided proof of identity.
7. Secure Email - Beveiligd Mailen: a service that allows data to be transmitted between third parties by electronic means, which protects the transmitted data against the risk of loss, theft, damage or unauthorized modification.
8. Credit: The cost of a defined action using AM, which is deducted from the Credit.
9. Crosscheck: checking whether the personal data entered by the User sufficiently matches the data received from the Addressee.
10. Service(s): one or more forms of service, provided by the Supplier, as described in the Quotation.
11. Digital Signing - Digitale Handtekening: an electronic signature trust service, which
 - (a) is uniquely linked to the signatory;
 - (b) allows the signatory to be identified;
 - (c) is created with data for its creation which the signatory, with a substantial level of trust, can use under his sole control, and
 - (d) is linked to the data signed by it in such a way that any subsequent modification of the data can be detected.
12. Continuing performance agreement: the Agreement between the Supplier and the Client that is concluded for a longer period of time, from 12 months.
13. eIDAS Regulation: Regulation (EU) No 910/2014 and Regulation (EU) 2024/1183 on electronic identification and trust services for electronic transactions in the EU internal market.
14. Client e-mail: a computer program (managed) of the Client and/or Addressee, which is used for writing, sending and receiving e-mails.
15. Addressee/Recipient: the person or body with whom the Client conducts or wants to conduct an e-mail correspondence via the User of the Authorised e-mail address through the intervention of the Service.
16. Authorised e-mail address: the e-mail address provided by the Client to the Supplier for authorisation to use the Service.
17. User: the person or persons responsible for the use of the authorized e-mail address for the Service and who sends correspondence to the Recipient through the intervention of the Service. Where "User" is written, it should also read: "Client".
18. Use phase: the period that the Service is operational within the Client's business process.
19. Qualified trust service: a trust service that meets the applicable requirements, as laid down in the eIDAS Regulation.
20. Authorised representative: the person within an organisation who is authorised on behalf of the management to appoint the users of Aangetekend Mailen Plus (AM Plus) in accordance with the internal policy of that organisation.
21. Registered Mailing: a service that allows data to be transmitted between third parties by electronic means and that provides evidence of the handling of the data transmitted, including proof of the sending and receiving of the data.
22. Large File Mailing: a service that allows large amounts of data to be sent between third parties by electronic means, which protects the transmitted data from the risk of loss, theft, damage or unauthorized modification. This service is available in combination with Registered Mail and/or Secure Mailing.
23. Identification: the expression of a User's identity through a pre-established procedure with a level of assurance adequate for the application.
24. Implementation: the process of specifically setting up the AM server for the Client and implementing it in the Client's business process.
25. Implementation Phase: the period during which the Implementation takes place. This period starts after acceptance of the Offer.
26. Client Administrator: the administrator of the Service within the Client's organisation, who can authorise Users to use the Service and who can manage the Service via a dashboard.
27. Usage Fees: all charges for the use of the Service as agreed between the parties in the Agreement.
28. Supplier: Aangetekend B.V. with its registered office in Utrecht and registered with the Chamber of Commerce under number: 52455289.
29. License: the non-exclusive and non-transferable right of use of the Client to use the Service by means of the AM server during the Use Phase against payment of the Costs for use for organization-specific needs within its own business process.
30. Materials: all materials, including the Website, software, documentation, analyses, layouts, designs, advice, reports, quotations, texts, images, logos, house dress, concepts and other products of the mind.
31. Quotation: statement of price and delivery conditions for the purchase of the Service by the Client.
32. Client: the person who acts in the exercise of a profession or business with whom the Supplier enters into/has entered into an Agreement for the provision of the Service.
33. Agreement: the legal act whereby the Supplier and the Client enter into an obligation for the provision of the Service by the Supplier.
34. Service Desk: the first-line service desk, which the Client can approach during office hours (9:00 to 17:00) in case of technical and functional questions about the Service.
35. Site Acceptance Test (SAT): a test that takes place after the Implementation Phase of AM Server within the Client's business process and that constitutes the test to demonstrate the functioning of AM Server after the Implementation Phase. Upon acceptance, this test is completed with the successful sending of the first e-mail via the server that has been set up for the Client.
36. Credit: The number of credits that a User has available during a certain period of time.
37. Trust Service: an electronic service in accordance with the eIDAS Regulation that is provided for a fee and includes the following:
 - a. the creation, verification and validation of electronic signatures, electronic seals or electronic timestamps, electronic registered delivery services and certificates relating to these services, or
 - b. creating, verifying and validating certificates for website authentication, or
 - c. the preservation of electronic signatures, seals or certificates relating to these services.
38. Website: www.aangetekendmailen.nl.

Article 1. Quotation, formation and execution of the Agreement

1. The Supplier will draw up a Quotation in which it indicates what is included in the Service and what amount will be due upon acceptance. Only the description of the Service indicated in the Offer is binding.
2. A Quotation is without obligation and valid for 30 days after shipment by Supplier, unless otherwise indicated in the Quotation.
3. If it turns out that the information provided by the Client is incorrect, the Supplier has the right to adjust the quoted prices accordingly.
4. The Supplier cannot be held to the products, services or conditions stated in its Quotations if the Client can reasonably understand that the Quotation, or a part thereof, contains an obvious mistake or clerical error.
5. These General Terms and Conditions apply to all legal relationships between the Supplier and the Client at all times, unless expressly agreed otherwise in writing.
6. The Supplier has the right to refuse the Agreement with the Client at any time.
7. The Supplier has the right to withdraw from the Agreement for 30 days after the conclusion of the Agreement without being liable to pay compensation to the Client.
8. If and to the extent that the proper performance of the Service requires it, the Supplier has the right to have certain activities carried out by explicitly appointed third parties.
9. The Client is obliged to do and refrain from doing all that is reasonably necessary and desirable to enable the timely and correct performance of the Service. In particular, the Client shall ensure that all data and facilities that the Supplier indicates are necessary are made available to the Supplier in a timely manner.
10. After acceptance of the Quotation, the Implementation phase begins. After the Implementation Phase, the SAT will be confirmed by the SAT.
11. The Client must evaluate the results within 14 days of delivery and approve or reject them. If the Client does not reject the results (in whole or in part) within this period on the basis of the agreed functional and/or technical specifications, they will be deemed to have been approved. Any rejection must be motivated.
12. If the Client rejects a result, as described in the previous paragraph, in whole or in part, the Supplier will make every effort to remove the reason for rejection as soon as possible, after which another SAT will follow.
13. The Supplier will only be in default, even in the event of an agreed deadline, after the Client has given it written notice of default. The Supplier is not responsible for failure to meet a deadline if this is the result of actions of the Client.

Article 2. Use of Service

1. The Client acknowledges that:
 - a. Supplier is a provider of electronic Services, Trust Services and Qualified Trust Services.
 - b. Supplier is the provider of two different services for the electronic registered delivery of e-mails: Registered Mail (Aangetekend Mailen) and Registered Mail *Plus* (Aangetekend Mailen Plus);
 - c. the variant Registered Mail (Aangetekend Mailen) is a Trust Service within the meaning of Article 43.1 of the eIDAS Regulation;
 - d. the Registered Mail service Plus (Aangetekend Mailen Plus) a Qualified Trust Service within the meaning of Articles 43.2 and 44 of the eIDAS Regulation, whereby it should be noted that in practice there is only a qualified electronic sending of an e-mail once both User and Recipient have complied with the requirements of Art. 44 of the eIDAS Regulation. If the recipient is not or not fully

identified, the sending process of the AM Plus email will be aborted.

- e. for the identification of addressees in Registered Mail Plus, personal data is used, whereby the necessary accuracy and care must be observed by the Client.
 - f. Client purchases the Service as described in the Quotation.
2. The Client is and remains the party responsible for the use of the Service at all times:
 - a. for all actions taken by Users through the Service; and
 - b. when sending e-mail(s) to natural persons, to check whether the e-mail address entered actually belongs to the natural person to whom the User wishes to address the e-mail; and
 - c. for the integrity of the personal data necessary for the identification of the recipients; and
 - d. when sending to natural persons acting on behalf of a company, verify that the relevant natural person to whom the e-mail is addressed is actually connected to - and authorized to communicate on behalf of - the company.
 3. Furthermore, the Client acknowledges that the Supplier is not responsible for the management and use of the E-mail client (including inbox) of the User or the Recipient. The Supplier is only responsible for the performance of the Service once the relevant e-mail has been received on the AM Server.
 4. The Client must ensure that Users refrain from misuse and improper use of the Service. This means that Users do not act in violation of the applicable laws and regulations and behave in accordance with what may be expected by the Supplier and third parties from a diligent User of the Service.
 5. If the User finds any errors or imperfections in the e-mail traffic or other Materials involved, the User must bring these to the attention of the Supplier.
 6. The Supplier will provide support in the use of the Service, by means of: the Service Desk, the Website or from within its own organisation. The Supplier will answer questions adequately and within a reasonable period of time (two working days).
 7. The Supplier will make every effort within a reasonable period of time (two working days) to ensure that the accuracy and topicality of the information provided by the Supplier itself and made available to the User is as optimal as possible.
 8. The Client is obliged to appoint a Client Administrator who authorizes Users to use the Service. After authorization, the Customer Administrator is also able and responsible to check (test) via the dashboard whether the sent e-mails actually arrive at the Recipient.
 9. In the case of the use of AM Plus, the Authorised Person must scrupulously keep a list in which those authorised to use this Service are registered.
 10. After repeated warnings, the Supplier is entitled to suspend its obligations towards the User if he or she acts in violation of the Agreement or these General Terms and Conditions, in any way whatsoever, without the Supplier being obliged to pay any compensation.
 11. The Client is not permitted to act as a provider of the Service itself. In some cases, a separate business partner contract must be concluded for this.

Article 3. Operation of the Service

Registered mail (Plus) – Aangetekend Mailen Plus

1. Users of the Client determine when and which e-mail is sent via the Service. The announcement email ensures acceptance or rejection of the mail correspondence.
2. Via a specific dashboard associated with the Service, the User can consult and download a note containing the hash encryption of the registered email sent. The note also contains the specific information on the different stages of sending and receiving the registered e-mail.
3. The recipient also receives the hash encryption of the registered mail via a notification email. By comparing the hash coding on the User's note with the hash coding in the

Recipient's notification email, the authenticity of the message can be determined.

4. In the case of the use of AM Plus in the EU with the exception of Belgium, the email will be sent to the addressee when the Identification has been established.
5. In the case of the use of AM Plus in Belgium, the e-mail will only be sent to the addressee once the Identification and associated Authentication have taken place via Crosscheck.
6. The Supplier will retain the hash encryption and other metadata about the e-mail correspondence for the benefit of both the User and the Recipient for at least seven years or longer for as long as the Agreement is in force. During this period, the banknote will be available to the User via the dashboard and the hash coding can be verified via the Website. This may involve costs that depend on the method of withdrawal. Without the hash encryption made available to the User and Recipient, no verification is possible.
7. After seven years or upon termination of the Agreement, the banknotes will be removed from the AM server by the Supplier and the hash coding can no longer be verified via the Website. However, the User has the option to export/download the notes (prior to removal by the Supplier) via the dashboard. In that case, the authenticity of the e-mail correspondence can still be checked manually by comparing the note with the hash coding from the announcement e-mail.
8. In addition to the ticket, the underlying technical evidence, such as seals and time stamps awarded, of AM and AM Plus can be requested by the entitled party during the Agreement and for a minimum of 7 years after termination of the Agreement. Requests for this data to be made available should be addressed to support@aangetekendmailen.nl. The application must be accompanied by proof of entitlement. Providing the requested data may involve costs.
9. If the Supplier becomes strongly suspected, or realises, that the e-mail correspondence is in violation of the applicable laws and regulations, the Supplier has the unilateral right, but not the obligation, to remove the e-mail correspondence or to block access to it without prior notification to the User and/or the Recipient. The Supplier does not have to consult with the User and/or Recipient about this. Under no circumstances shall Supplier be liable for the damage resulting from such actions.

Secure emailing – Beveiligd Mailen

10. Users of the Client determine when and which e-mail is sent via the Service.
11. Via a specific dashboard associated with the Service, the User can consult and download a note containing specific information regarding the sending and receipt of Secure Email.
12. The Client determines the degree of safety together with the Supplier on the basis of its own policy and/or applicable laws and regulations. When applying the NTA7516, the Client issues a statement.
13. Prior to delivery, the Client determines how the Service will be initiated on the basis of the then applicable options, for example: plug-in/add-in in Microsoft, sensitivity labels/ auto labeling in Microsoft 365, web environment, API integration or otherwise.

Email large files – Grote Bestanden Mailen

14. Users of the Client determine when and which Large Files are sent via the Service.
15. Via a specific dashboard associated with the Service, the User can consult and download a note containing specific information regarding the different phases of sending and receiving Large Files Mailing.
16. Prior to delivery, the Client determines how the Service will be initiated on the basis of the then applicable options, for example: plug-in/add-in in Microsoft, web environment, API integration or otherwise.

Digital Signature – Digitale Handtekening

17. Users of the Client determine when and which documents are sent via the Service and offered for signature.
18. A specific dashboard associated with the Service allows the User to consult and download a note containing specific information on the different stages of sending and receiving and the status of the Digital Signature.
19. The Client determines the required level of assurance of the electronic signature in accordance with the eIDAS Regulation, which distinguishes between:
 - a. Electronic signature
 - b. Advanced electronic signature
 - c. Qualified electronic signature
20. The Supplier can supply the reliability levels a. and b. described in the previous paragraph.
21. An advanced electronic signature meets the following requirements in accordance with Article 26(a) to (d) of the eIDAS Regulation:
 - a. it is uniquely linked to the signatory;
 - b. it makes it possible to identify the signatory;
 - c. it is created with electronic signature creation data that the signatory, with a high level of trust, can use under his sole control, and
 - d. it shall be linked to the data signed with it in such a way that any subsequent changes to the data can be detected.
22. Prior to delivery, the Client determines how the Service will be initiated on the basis of the then applicable options, for example: plug-in/add-in in Microsoft, sensitivity labels/ auto labeling in Microsoft 365, web environment, API integration or otherwise.

Registered Mail – Geregistreerd Mailen

23. Users of the Client determine when and which e-mail is sent via the Service.
24. Through a specific dashboard associated with the Service, the User can consult and download a note containing specific information regarding the different phases of sending and receiving Registered Mailing.
25. Prior to delivery, the Client determines how the Service will be initiated on the basis of the then applicable options, for example: plug-in/add-in in Microsoft, sensitivity labels/ auto labeling in Microsoft 365, web environment, API integration or otherwise.

Article 4. Maintenance and malfunctions

1. Supplier shall offer an availability of at least 99.9% of the Service per month. Planned maintenance as described in the second paragraph is not part of this percentage.
2. The Supplier has the right to temporarily take the Service or parts thereof out of service with prior notice for the purpose of maintenance, adjustment or improvement of the Service. If possible, the Supplier will have such a shutdown take place outside regular office hours and, in the event of planned and necessary corrective maintenance, inform (potential) users of the planned shutdown in a timely manner via the Website. Necessary maintenance in connection with a malfunction can take place within office hours.
3. However, the Supplier is never liable to pay compensation for damage in connection with decommissioning as referred to in the second paragraph.
4. Supplier has the right to adjust the Service from time to time to improve its functionality and to correct any errors. If an adjustment leads to a change in the functionality, Supplier will inform (potential) Users thereof by means of the Website and/or e-mail. In the event of substantial changes in functionality, the Client's functional manager will be informed.
5. The Client as well as the Recipient/Consignee is at all times independently responsible for the maintenance and use of his E-mail client.

Article 5. Intellectual property rights

1. All intellectual property rights to all Materials developed or made available in the context of the Service are vested exclusively in Supplier or its licensors.
2. Client only obtains the rights of use and powers that arise from the purport of the Licence or that are granted in writing and for the rest, Client will not reproduce or publish the Materials.
3. The Client is not permitted to remove or change any indication regarding copyrights, trademarks, trade names or other intellectual property rights from the Materials, including indications regarding the confidential nature and secrecy of the materials.
4. The Supplier is permitted to regularly update the technical measures for the protection of the Materials. If the Supplier has secured the Materials by means of technical protection, the Client is not permitted to remove or circumvent this protection.
5. Any use, reproduction or publication of the Materials that falls outside the scope of the Agreement or granted rights of use is considered a copyright infringement. The Client will pay the Supplier an immediately payable and non-judicial mitigation penalty of EUR 2,500 per day per infringing act, without prejudice to the right of the Supplier to be compensated for its damage caused by the infringement or to be allowed to take other legal measures to have the infringement terminated.

Article 6. Price and payment

1. The costs associated with the use of the Service will be charged in advance to the Client annually or monthly at the start of the Subscription or the Continuing Performance Agreement.
2. Prior to using the Service, the Client must determine the scope and composition of the Agreement on the basis of the expected volume.
3. If the scope and composition of the Agreement proves to be insufficient during the agreed contract period, the Supplier will automatically scale up the Subscription or the Continuing Performance Agreement to an appropriate size and composition. In this context, inadequate is understood to mean: exceeding the average volume belonging to the type of Subscription or Continuing Performance Agreement for three consecutive months using the calculation method 'moving average'. =average(month1:last month). For example, a Professional 750 subscription gives an annual volume of 750 where the average per month gives volume 63, when the Client exceeds the moving average volume of 63 for three consecutive months, the Subscription or Continuing Performance Agreement is scaled up.
4. At the start of each subsequent contract year, the type of Subscription or Continuing Term Agreement purchased will be automatically continued
5. The payment term for an Agreement is 30 days from the invoice date.
6. If an invoice is not paid within 30 days, the Client will be in default by operation of law from that moment on without notice of default and will owe the statutory commercial interest on the outstanding amount per calendar month, whereby part of a month is counted as a full month.
7. For the payment of an Agreement, the Client authorises the Supplier to collect the amounts for the Subscription Services by direct debit. The Client will provide the Supplier with a SEPA authorisation for this purpose as soon as possible
8. If the collection repeatedly fails, Supplier is entitled to charge EUR 25.00 (twenty-five euros) in administration costs to Client.
9. The Supplier is entitled to increase its rates annually by a maximum of 4% or to adjust its rates on the basis of the CBS consumer price index for all households, without the possibility for the Client to terminate the Agreement.

Article 7. Duration and termination

1. Unless otherwise agreed in writing, the Subscription is entered into for a period of twelve months, commencing on the day of acceptance of the Agreement. Without cancellation, the Subscription will be tacitly renewed for the same period each time. The Client is not permitted to terminate the Agreement prematurely.
2. Unless otherwise agreed in writing, a continuing performance agreement is entered into for a period longer than 12 months, commencing on the day of acceptance of the Agreement. The Client is not permitted to terminate the Agreement prematurely.
3. Both parties to the Agreement have the right to terminate the Agreement with due observance of a notice period of at least one month in the case of a Subscription and three months in the case of a Continuing Performance Agreement before the end of the contract period. The termination of the Client must be given in writing to the Supplier.
4. In the event of premature termination by the Client, no refund will be made of the costs paid in advance associated with the use of the Licence by the Client.
5. The Supplier guarantees the continuity of the Service, with due observance of the obligation to which it is obliged on the basis of reasonableness and fairness, by declaring that in the event of bankruptcy, suspension of payments or cessation of activities, the obligations will be transferred to a qualified party. In the event of bankruptcy, the Client is entitled to terminate the Agreement, even in the event of transfer to a third party.

Article 8. Secrecy

1. The Parties shall treat information that they provide to each other before, during or after the performance of the Agreement as confidential if such information is marked as confidential or if the receiving party knows or should reasonably suspect that the information was intended to be confidential. The Parties also impose this obligation on their employees as well as on third parties engaged by them for the implementation of the Agreement.
2. The Supplier will not take note of the content of the communication that the Client stores or disseminates via the Service, unless the Supplier is obliged to do so pursuant to a statutory provision or court order. In that case, the Supplier will limit the knowledge of this data as much as possible.
3. The Supplier will only take note of the (meta)data about the use of the Service by the Client if this is necessary for the performance of the Agreement. For example, acknowledgment may be necessary to provide support as described in Article 2.6.

Article 9. Privacy

1. The data that the Client provides to the Supplier when requesting the Services (for example, those of the Users), as well as the data that are automatically processed and possibly stored when using the Services, may contain personal data. The Supplier will comply with the applicable regulations, in this case the General Data Protection Regulation (GDPR), in the processing and data security.
2. The Supplier will ensure an appropriate level of security in view of the risks involved in the processing and the nature of the data to be protected. However, this will only be done if and insofar as this data is located in the Supplier's systems or infrastructure.
3. Insofar as Supplier has access to personal data for which the Client is the controller, the Supplier will only process these personal data on behalf of the Client. Supplier is fully compliant with the GDPR which is also an integral part of the eIDAS certification. If desired, the Client can enter into a separate Processing Agreement with the Supplier, in which the processing operations and the associated mutual obligations

are described in detail. The Supplier has a model Processing Agreement for this purpose.

4. The Client will lawfully process personal data using the Service.
5. If, on the basis of the GDPR, the Client is required to change, delete or hand over data stored in the Supplier's systems, the Supplier will cooperate. The Supplier may charge the Client reasonable costs for this.
6. In the event of a security breach and/or a data breach (which is understood to mean: unauthorized access to personal data that leads to a significant risk of adverse consequences for the protection of personal data), Supplier, as an eIDAS qualified trust service provider, undertakes to report this to the relevant regulator(s). In addition, the Supplier undertakes to inform the Client of this without delay, as a result of which the Client will assess whether it will inform the relevant supervisor and/or the data subjects or not. The Client is and remains responsible for any legal obligations to this end.
7. Supplier has a Privacy Statement which is published on its Website.

Article 10. Liability

1. The liability of the Supplier for direct damage suffered by the Client as a result of an attributable shortcoming in the fulfilment by the Supplier of its obligations under this Agreement, or as a result of an unlawful act by the Supplier, its employees or third parties engaged by it, is limited to an amount per event or a series of related events, maximum equal to the fees that Client owes per year under this Agreement (excluding VAT). However, in no case will the total compensation for direct damage exceed EUR 15,000 (excluding VAT).
2. As a Trust Service provider, Supplier shall be liable for intentional or negligent damage to any natural or legal person that is due to a failure to comply with the obligations under the eIDAS Regulation.
3. The intent or negligence of Supplier as an eIDAS qualified trust service provider is presumed, unless Supplier proves that damage referred to in the previous paragraph occurred without intent or negligence on the part of Supplier.
4. When using Registered Mail Plus, the Supplier acknowledges the possible legal consequences of electronic seals and electronic timestamps in accordance with Articles 35 and 41 of the eIDAS Regulation.
5. The total liability of the Supplier for damage caused by death or bodily injury or for material damage to property will in no case exceed EUR 50,000 per event causing damage, whereby a series of related events counts as one event.
6. Liability of the Supplier for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption, is excluded.
7. Except in the cases referred to in paragraphs 1 and 2 of this article, the Supplier is not liable for any compensation, regardless of the ground on which an action for compensation would be based. However, the maximum amounts referred to in paragraphs 1 and 2 of this article will lapse if and insofar as the damage is the result of intent or gross negligence on the part of the Supplier.
8. The liability of the Supplier on account of an attributable failure in the fulfilment of the Agreement only arises if the Client immediately and properly gives the Supplier notice of default in writing, setting a reasonable period to remedy the shortcoming, and the Supplier continues to imputably fail to comply with its obligations even after that period. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that the Supplier is able to respond adequately.
9. A condition for the existence of any right to compensation is always that the Client reports the damage to the Supplier in writing within 60 days of the occurrence thereof.

10. The Client indemnifies the Supplier against all claims from third parties, including the Recipients, and fully compensates the Supplier for this.

Article 11.

1. The Supplier is not obliged to fulfil any obligation towards the Client if it is prevented from doing so as a result of a circumstance that is not attributable to fault, and is not for its account under the law, a legal act or generally accepted practice.
2. In these General Terms and Conditions, force majeure is understood to mean, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or unforeseen, over which the Supplier has no influence, but as a result of which the Supplier is unable to fulfil its obligations. In particular, force majeure is understood to mean; domestic disturbances, SYN flood, network attack, DoS or DDoS attacks, mobilisation, war, traffic blockage, strikes, lockouts, changes in the law, operational disruptions, stagnation in supply, fire, flooding, import and export impediments, is not made possible to deliver, as a result of which Supplier cannot reasonably be expected to comply with the Agreement.
3. The Supplier may suspend the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than 30 days, each of the parties is entitled to dissolve the Agreement, without obligation to compensate the other party for damages.
4. Insofar as the Supplier has already partially fulfilled its obligations under the Agreement at the time of the occurrence of force majeure or will be able to fulfil them, and the part that has been fulfilled or is to be fulfilled has independent value, the Supplier is entitled to invoice the part already fulfilled or to be fulfilled separately. The Client is obliged to pay this invoice.

Article 12. Changes to the Terms

1. Supplier has the right to amend or supplement these General Terms and Conditions with new terms and conditions. These changes or additions will take effect thirty days after publication on the Website or by e-mail if the changes or additions are of such a nature that they can have a significant functional impact on the Client. Changes of minor importance always take effect immediately.
2. If the Client does not wish to accept an amended or supplemented condition, it must terminate the Agreement within thirty days.
3. The Supplier reserves the right to enforce the old General Terms and Conditions vis-à-vis the Client if the Supplier applies new General Terms and Conditions for other customers.

Article 13. Staff

1. The Client is not permitted to employ employees of the Supplier or to have them work for him in any other way, directly or indirectly, for as long as the relationship between the Client and the Supplier continues, as well as one year after its end, without the prior written consent of the Supplier. In this context, employees of the Supplier are understood to mean persons who are employed by the Supplier or of one of the Supplier's affiliated companies or who were employed by the Supplier or one of the Supplier's affiliated companies no longer than six months.

Article 14. Complaints procedure

1. In the event of a complaint about the services of Aangetekend B.V., this can be reported via the e-mail address service@aangetekendmailen.nl
2. In addition to the applicant's contact details, the complaint must contain a clear description of the situation and, if possible, provide evidence.

3. The above only applies to complaints regarding the Service(s) provided by the Supplier. The sender is solely responsible for complaints about the content of the registered or secure e-mails.
4. Aangetekend B.V. strives to provide a response to the complaint within five working days.

Article 15. Monitoring the implementation

1. Aangetekend B.V. is a qualified trust service provider in accordance with the eIDAS Regulation and applies the trust service policy according to a practice statement.
2. Aangetekend B.V. provides Trust Services in accordance with the eIDAS Regulation as referred to under Articles 2.1c and 2.1d.
3. Aangetekend B.V. and its services are periodically assessed by an accredited Conformity Assessment Body (CAB) for the requirements as set out in the eIDAS Regulation.
4. As a qualified confidential service provider, Aangetekend B.V. is under the permanent supervision of the State Inspectorate of Digital Infrastructure (RDI).
5. Aangetekend B.V. has been designated as a vital organization by the Ministry of Economic Affairs and Climate.

Article 16. Final provisions

1. These terms and conditions are governed by Dutch law.
2. Insofar as the rules of mandatory law do not prescribe otherwise, all disputes that may arise as a result of these terms and conditions will be submitted to the competent District Court of Midden-Nederland, location Utrecht.
3. If any provision of these General Terms and Conditions is found to be null and void, this will not affect the validity of the entire Agreement. In that case, the parties will establish (a) new provision(s) to replace it, which will give shape to the intention of the original Agreement and General Terms and Conditions as far as legally possible.
4. The provisions of these General Terms and Conditions do not affect the rights that are vested in the Client on the basis of mandatory regulations (including Article 13 of the eIDAS Regulation).
5. Supplier is entitled to transfer this Agreement and all its rights and obligations arising therefrom to a third party who takes over the Service from it in accordance with the provisions of the eIDAS Regulation.
6. If the Supplier sends a message, the version of that message received or stored by the Supplier is considered the authentic version, unless the Client can demonstrate that this version is not authentic.
7. The General Terms and Conditions have been drawn up in Dutch and in English. The Dutch text is binding in the event of any difference in content or purport.