TILTO

Terms

Tilto (hereinafter: Tilto) is established at Eerste Stichting 6, 5841 DA Oploo, registered in the trade register of the Kamer van Koophandel under number 86591606.

Part I - General

Article 1 - Definitions

1. In these general terms and conditions the following terms shall have the following meanings, unless expressly stated otherwise.
2. Offer: any offer, quotation or proposal from Tilto to Client with respect to the performance of Services.
3. Services: all work offered and performed by Tilto, including but not limited to the designing, developing, delivering, customizing, hosting, maintaining, managing and supporting of websites, webshops, software, applications, integrations, databases, documentation and related digital solutions.
4. Tilto: the private company that operates under the trade name Tilto, is established at Eerste Stichting 6, 5841 DA Oploo and is registered in the trade register of the Kamer van Koophandel under number 86591606.
5. Client: the natural person or legal entity who acts in the exercise of a profession or business and with whom Tilto has concluded an Agreement, wishes to conclude an Agreement or to whom Tilto has made an Offer.
6. Agreement: any agreement between Tilto and Client, as well as any amendment or supplement thereto, on the basis of which Tilto performs or will perform Services for the benefit of the Client.
7. Works: all websites, webshops, software, applications, databases, designs, documentation, integrations, source files and other results of services developed, delivered, modified or made available by Tilto within the framework of the Agreement.
8. Maintenance subscription: the Agreement under which Tilto performs maintenance, support and/or management services in respect of existing Works for a certain period.
9. Written: for the purposes of these general terms and conditions, written shall also include communication by e-mail, provided that the identity of the sender and the integrity of the content are sufficiently established.

Article 2 - Applicability

1. These general terms and conditions apply to every Offer from Tilto, every Agreement between Tilto and Client and all legal relationships arising from or related thereto.
2. Deviations from these general terms and conditions are only valid if and insofar as they have been expressly agreed in Writing between the parties.
3. The applicability of general terms and conditions or other terms of the Client is expressly rejected.
4. These general terms and conditions also apply to additional assignments, amended assignments, follow-up assignments and Maintenance subscriptions.
5. If one or more provisions of these general terms and conditions are void or annulled, the remaining provisions shall remain in full force. In that case the parties shall consult to agree on a replacement provision that matches the purpose and purport of the original provision as closely as possible.
6. If there is any ambiguity regarding the interpretation of one or more provisions of these general terms and conditions, such interpretation shall be made in accordance with the spirit of these general terms and conditions.
7. These general terms and conditions apply exclusively to legal relationships with Clients who act in the exercise of a profession or business. If Tilto, in an exceptional case, performs Services for a consumer,

these general terms and conditions shall only apply insofar as they are not inconsistent with mandatory consumer protection law.

8. If Tilto does not always insist on strict compliance with these general terms and conditions, this does not mean that their provisions do not apply or that Tilto loses the right to require strict compliance in other cases.

Article 3 - The Offer and Quotations

1. All Offers made by Tilto are without obligation, unless expressly stated otherwise in Writing.
2. An Offer contains a description of the Services offered, as well as - where applicable - the price, the method of invoicing, the expected duration of performance and what is expressly included within the Services.
3. Obvious mistakes, typographical errors, inaccuracies or omissions in an Offer do not bind Tilto.
4. An Offer is valid for 30 days after the date of dispatch, unless a different period is stated in the Offer.
5. A composite Offer does not oblige Tilto to execute part of the assignment for a corresponding part of the stated price.
6. Drawings, designs, images, schedules, time estimates, descriptions and other data provided by Tilto in the context of an Offer are indicative and cannot be regarded as binding guarantees, unless expressly agreed otherwise.
7. Offers do not automatically apply to follow-up assignments, additional work or future agreements.

Article 4 - Formation of the Agreement

1. The Agreement is concluded at the moment the Client accepts an Offer from Tilto in Writing, or when Tilto commences the performance of the Services at the Client's request.
2. If the Client does not explicitly give Written consent to an Offer, but nonetheless agrees to, or gives the impression of agreeing to, the performance of the Services by Tilto, the relevant Offer shall be deemed to have been accepted.
3. Tilto is not obliged to accept an acceptance if it deviates from the Offer. In that case the Agreement will only be concluded if Tilto confirms the deviating acceptance in Writing.
4. If multiple natural persons and/or legal entities act jointly as Client, they are jointly and severally liable for the performance of all obligations under the Agreement.
5. The Agreement is entered into with Tilto as an enterprise. The applicability of Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code (BW) is expressly excluded.

Article 5 - Duration of the Agreement

1. The Agreement is entered into for the duration that results from the nature and contents of the agreed Services, unless the parties have expressly agreed otherwise in Writing.
2. If the Agreement relates to a one-off assignment, the Agreement shall terminate by operation of law after the agreed Services have been performed and the payment obligations have been fulfilled, without prejudice to provisions which by their nature are intended to continue after the end of the Agreement.

1. If the Agreement has been entered into for a fixed term, interim termination is not possible, unless the parties have expressly and in writing agreed otherwise or mandatory law provides otherwise.
2. If the Agreement has been entered into for an indefinite period, it may be terminated by either party in writing subject to one month's notice.
3. If the Client prematurely terminates or cancels an Agreement for a fixed term without a legally valid ground therefor, Tilto is entitled to charge the Client for the work already performed, costs already incurred, reserved capacity and the reasonably expected loss of revenue.

4. The provisions of this article do not affect Tilto's right to suspend, rescind or terminate the Agreement on the basis of these general terms and conditions or the law.

Article 6 - Performance of the Services

1. Tilto will perform the Services to the best of its knowledge and ability and in accordance with the requirements of good professional practice.
2. All Services of Tilto are performed on the basis of an obligation of best efforts, unless expressly and in writing agreed otherwise.
3. Tilto is entitled to determine the manner in which the Services are performed according to its own technical and organisational judgment, provided this fits within the nature and content of the Agreement.
4. Deadlines stated by Tilto for the performance of the Services are indicative and shall never be regarded as strict deadlines, unless expressly and in writing agreed otherwise.
5. Tilto is entitled to suspend the performance of the Services in whole or in part if the Client does not timely provide all data, cooperation, access or approvals necessary for the performance.
6. Tilto is not obliged to follow instructions from the Client if, in Tilto's opinion, they fall outside the scope of the Agreement, are contrary to statutory law or regulations, are inconsistent with Tilto's professional standard or may impede the proper performance of the Services.
7. If Tilto performs work at the Client's premises or uses accounts, systems, hosting environments or other infrastructure designated by the Client, the risk of malfunctions, limitations, inaccuracies or inaccessibility of that environment shall be for the account and risk of the Client, unless the cause is attributable solely to Tilto.

Article 7 - Obligations of the Client

1. The Client shall always provide Tilto in a timely manner with all data, documents, access, login details, materials and other cooperation that Tilto reasonably requires for the performance of the Agreement.
2. The Client warrants the accuracy, completeness and reliability of the data and materials provided by it to Tilto, including if these originate from third parties.
3. The Client shall ensure that accounts, systems, software, hosting environments, integrations and other provisions provided by it are suitable and available for the performance of the Services.
4. If permissions, licences, approvals or cooperation from third parties are required for the performance of the Services, the Client shall itself ensure that these are obtained in time.
5. If the Client fails to comply, does not timely comply or does not fully comply with its obligations as referred to in this article, Tilto is entitled to suspend the performance of the Agreement and to charge the Client for the costs, delays and additional work thereby incurred.
6. The Client is obliged to promptly inform Tilto of changes in relevant circumstances that may affect the performance of the Services.
7. If the Client has modifications made to Works, systems or environments delivered by Tilto by itself or through third parties without prior consultation with and approval from Tilto, this shall be entirely at the Client's own risk. In that case Tilto is entitled to refuse support, repair or further maintenance or to perform them only against an additional charge.

Article 8 - Engagement of third parties

1. Tilto is entitled to engage third parties in the performance of the Agreement.
2. If Tilto uses services, software, infrastructure, applications, hosting, plug-ins, integrations or other provisions of third parties in performing the Services, Tilto is entitled to make the terms and restrictions of those third parties applicable to the Agreement as well.

3. Tilto is not liable for shortcomings, malfunctions, price changes, policy changes or termination of services of third parties prescribed by the Client or necessary due to the nature of the Services, unless there is intent or conscious recklessness on the part of Tilto.
4. If a third party engaged by Tilto charges costs in connection with the performance of the Agreement, Tilto is entitled to pass these costs on to the Client, provided that this has been agreed in advance or results from the nature of the Agreement.
5. Tilto shall exercise the care that can reasonably be expected of it in the given circumstances when selecting third parties to engage.

Article 9 - Additional work and changes

1. All changes to or additions to the Agreement, whether or not at the request of the Client, that lead to extra work, additional services, changed planning or extra costs, shall be regarded as additional work.
2. Tilto is entitled to invoice additional work to the Client separately on the basis of the agreed hourly rate, an additional quotation or post-calculation, at Tilto's choice.
3. There shall in any case be additional work if:
    a. the information provided by the Client proves to be incorrect or incomplete;
    b. the wishes, specifications or requirements of the Client change;
    c. additional functionalities, integrations, revisions or optimisations are requested;
    d. work proves to be necessary as a result of acts or omissions of the Client or third parties engaged by the Client.
4. Tilto shall inform the Client as soon as possible if it is of the opinion that additional work is involved.
5. The absence of a prior written order for additional work does not affect Tilto's claim to compensation thereof if the Client should reasonably have understood that additional work was involved.
6. Changes to the Agreement may affect the agreed planning, delivery times and price. Tilto is not liable for damage resulting from such changes.

Article 10 - Prices and payment

1. All prices and rates used by Tilto are in euros. Tilto is exempt from value added tax (VAT) on the grounds of the Kleineondernemersregeling (KOR), unless expressly stated otherwise.
2. Tilto is entitled to charge for work on the basis of a fixed price, subsequent calculation, subscription fee or a combination thereof, depending on what the parties have agreed.
3. Unless otherwise agreed, Tilto will send its invoices electronically.
4. The payment term for invoices is 14 days after the invoice date, unless a different payment term is stated on the invoice or in the Agreement.

1. If the Client does not pay on time, it is in default by operation of law without any further notice of default being required. From that moment the Client owes the statutory commercial interest on the outstanding amount.
2. All reasonable extrajudicial and judicial costs that Tilto must incur to obtain satisfaction out of court or in court shall be borne by the Client.
3. Tilto is entitled to require full or partial advance payment, as well as to make its work dependent on receipt of an advance or other security for payment requested by it.
4. The Client is not entitled to suspend or set off any payment obligation, except insofar as mandatory law provides otherwise.
5. Objections to an invoice must be notified to Tilto in writing and with reasons within the payment term. An objection does not suspend the payment obligation, unless Tilto confirms otherwise in writing.

6. Tilto is entitled to change its rates periodically. Rate changes do not apply to fixed prices already agreed, unless expressly agreed otherwise or the change results from laws and regulations or an increase in costs imposed by third parties.
7. Tilto is entitled to index the rates for ongoing Services, including in any case maintenance subscriptions, hosting, management and support, annually as of 1 January on the basis of the consumer price index (CPI), all households series, published by the Centraal Bureau voor de Statistiek, or an index that replaces it.
8. An indexation as referred to in the previous paragraph does not constitute a substantive amendment of the Agreement and does not give the Client the right to rescind, to terminate, to suspend or to claim damages.

Article 11 - Suspension and termination

1. Tilto is entitled to suspend the performance of the Agreement in whole or in part if the Client fails to comply with any obligation arising from the Agreement, does not comply in time or does not fully comply.
2. Tilto is furthermore entitled to suspend the performance of the Agreement in whole or in part if, after the conclusion of the Agreement, circumstances come to Tilto's attention which give good reason to fear that the Client will not fulfil its obligations.
3. If the Client is in default regarding any payment obligation, Tilto is entitled to temporarily limit or suspend access to systems, accounts, environments, hosting, support, maintenance and other Services, insofar as this is, in Tilto's opinion, proportionate.
4. Suspension by Tilto does not affect the Client's payment obligations.
5. Tilto is entitled to terminate the Agreement in whole or in part if the Client culpably fails to perform its obligations and, after a proper written notice of default in which a reasonable period for performance is set, fails to fulfil its obligations nonetheless.
6. Tilto is entitled to terminate or end the Agreement in whole or in part with immediate effect without further notice of default if the Client is in a state of bankruptcy, applies for suspension of payments, liquidates or ceases its business, attachment is levied on its assets that is not lifted within a reasonable period, or it is otherwise plausible that the Client will no longer be able to meet its obligations.
7. In the event of termination or ending of the Agreement, all work already performed by Tilto, costs incurred and claims that have become due are immediately payable.

Article 12 - Force majeure

1. Tilto is not obliged to fulfil any obligation under the Agreement if it is prevented from doing so due to force majeure.
2. Force majeure shall also include any circumstance beyond Tilto's control by which performance of the Agreement cannot reasonably be required of Tilto, including but not limited to failures or outages of the internet, networks, telecommunications facilities, power supplies, hosting services, cloud environments, third-party software, availability of suppliers, government measures, illness of personnel, strikes, fire, water damage, cyber incidents and other disruptions to normal business operations.
3. In the event of force majeure, Tilto is entitled to suspend its obligations for the duration of the force majeure.
4. If the force majeure situation continues for more than ninety days, both parties are entitled to terminate the Agreement in whole or in part in writing, without this giving rise to any obligation to pay damages.
5. If, at the time the force majeure occurs, Tilto has already partially performed its obligations under the Agreement or can still partially perform them, Tilto is entitled to invoice the part already performed or that can be performed separately.

Article 13 - Liability

1. All liability of Tilto is limited to compensation for direct damage resulting from an attributable failure in the performance of the Agreement.
2. Tilto is not liable for indirect damage, consequential damage, lost profits, missed savings, diminished goodwill, damage due to business interruption, damage due to loss of data, damage due to the unavailability or limited availability of systems, or damage resulting from claims by third parties.
3. Tilto is furthermore not liable for damage arising from:
    a. inaccuracies, incompleteness or deficiencies in data provided by or on behalf of the Client;
    b. malfunctions, outages or errors in systems, infrastructure, software, hosting, connections or services of third parties;
    c. changes made by the Client or by third parties engaged by it to Works or environments supplied by Tilto;
    d. the Client's failure to follow advice, instructions or recommendations of Tilto;
    e. security incidents, hacks, malware, phishing, data breaches or other cyber incidents that Tilto, despite careful performance of its Services, could not prevent.
4. A condition precedent to any right to compensation is that the Client notifies Tilto in writing and properly of default without delay, but in any event within fourteen days after discovery of the event causing the damage, offering a reasonable period for remedy.
5. Any claim for compensation against Tilto shall lapse twelve months after the Client became, or could reasonably have become, aware of the damage and the party potentially liable therefor.
6. If and to the extent Tilto is liable, the liability is limited to the amount paid out in the relevant case by Tilto's liability insurer.
7. If for any reason no payment under the liability insurance is made, any liability of Tilto is limited to the amount paid by the Client under the relevant Agreement in the twelve months preceding the event causing the damage, with a maximum of EUR 10,000.00.
8. The limitations of liability set out in this article do not apply if the damage is the result of intent or conscious recklessness on the part of Tilto.

Article 14 - Indemnification

1. The Client indemnifies Tilto against all claims by third parties relating to the performance of the Agreement and resulting from data, materials, systems, instructions or decisions provided by the Client.

1. The Client indemnifies Tilto in particular against claims by third parties with respect to intellectual property rights, privacy rights, personal data, confidential information, content, databases, licenses, software, images, texts or other materials made available to Tilto by or on behalf of the Client.
2. If Tilto is approached on account of a claim by a third party, the Client shall assist Tilto both out of court and in court and shall without delay do whatever may be expected of it in that case.
3. All damage and costs incurred by Tilto in connection with such claims by third parties shall be borne by the Client, including the full costs of legal assistance.

Article 15 - Confidentiality

1. Parties are obliged to treat as confidential all confidential information they obtain from each other in the context of the Agreement.
2. Confidential information shall in any case include all information that is designated as confidential, as well as all information which the receiving party should reasonably understand to be of a confidential nature.
3. The confidentiality obligation does not apply if and insofar as disclosure of the relevant information is required by law, a court ruling or a binding instruction of a competent authority.

4. Parties shall use the confidential information exclusively for the purpose for which it was provided and shall only share it with employees or engaged third parties insofar as necessary for the performance of the Agreement.
5. Parties shall impose an equivalent confidentiality obligation on their employees and on third parties engaged by them who obtain access to confidential information.
6. The obligations under this article shall remain in force after termination of the Agreement.

Article 16 - Privacy and data processing

1. If Tilto processes personal data in the context of the performance of the Agreement, it shall process such personal data in accordance with the applicable laws and regulations on data protection.
2. The Client warrants that it is entitled to provide the relevant personal data to Tilto and that the processing thereof in the context of the Agreement is lawful.
3. Insofar as Tilto acts as a processor within the meaning of applicable privacy legislation in the context of the Agreement, the parties shall conclude a processor agreement. If no separate processor agreement has been signed, the standard processor provisions used by Tilto shall apply as agreed and shall form an integral part of the Agreement.
4. Tilto shall implement appropriate technical and organizational measures to protect personal data, taking into account the state of the art, implementation costs, the nature of the processed data and the risks associated with the processing.
5. Tilto is not liable for fines, claims or damages resulting from unlawful processing of personal data by the Client or by third parties acting under the Client's responsibility.

Article 17 - Intellectual property

1. All intellectual property rights in Works, designs, documentation, advice, quotations, proposals, concepts, templates, scripts, source files, software and other materials developed or made available by Tilto shall vest exclusively in Tilto or its licensors, unless expressly and in writing agreed otherwise.

Article 17 - Intellectual property

1. Unless expressly agreed otherwise in Writing, the Client shall obtain only a non-exclusive, non-transferable and non-sublicensable right of use to the Works and other materials delivered by Tilto, and solely for the purpose for which they were made available to the Client.
2. A right of use vests in the Client only after the Client has fully satisfied all its payment obligations under the relevant Agreement.
3. If the parties expressly agree this in Writing, the intellectual property rights in custom work developed specifically and exclusively for the benefit of the Client may, after full payment, be transferred to the Client. Such a transfer never includes the rights to pre-existing or generic building blocks, frameworks, libraries, templates, methods, integrations, standards, tooling, open source software or third-party components, unless expressly agreed otherwise in Writing.
4. The Client is not permitted to remove or alter any indication concerning copyrights, trademarks, trade names or other intellectual property rights from materials delivered by Tilto.
5. Tilto is entitled to freely use general knowledge, experience, ideas, methods, techniques and skills that it acquires in the performance of the Agreement for other assignments, provided that no confidential information of the Client is disclosed.

Article 18 - Complaints

1. The Client must notify Tilto of complaints about the performance of the Services as soon as possible, but no later than fourteen days after it discovered or reasonably should have discovered the defect or shortcoming, in writing and with reasons.
2. Submitting a complaint does not suspend the Client's payment obligations.

3. Tilto will endeavour to investigate a complaint within a reasonable period and to respond to it.
4. If the Client does not complain in time, all rights and claims of the Client with respect to the relevant defect or shortcoming shall lapse.

Article 19 - Applicable law and competent court

1. All legal relationships between Tilto and the Client are exclusively governed by Dutch law.
2. All disputes arising out of or in connection with the Agreement shall be submitted to the competent court in the district where Tilto is established, unless mandatory law provides otherwise.

Part II - Development of websites, webshops and software

Article 20 - Development of Works

1. If Tilto develops, modifies, configures or delivers Works on behalf of the Client, this shall be done solely on the basis of the specifications, functionalities and principles agreed in Writing between the parties.
2. Tilto is not obliged to realize functionalities, properties or results that have not been expressly agreed in Writing.
3. Tilto is entitled to make use of existing building blocks, frameworks, templates, libraries, modules, scripts, standards, open source software and third-party components when developing Works.
4. Tilto is entitled to make choices at its own technical discretion regarding the configuration, structure, programming language, architecture, data sources, integrations and other technical aspects of the Work, unless expressly agreed otherwise in Writing.

1. Designs, concepts, demos, test versions, sketches and examples provided by Tilto are indicative, unless expressly agreed otherwise in Writing.
2. Tilto is not liable for the non-functioning of Works if this is the result of incorrect, incomplete or untimely provided input by the Client, changes by third parties, or circumstances beyond Tilto's control.

Article 21 - Cooperation, input and source materials

1. The Client is obliged to make available to Tilto in a timely and complete manner all input, content, source materials, data, requirements, specifications, feedback and decisions necessary for the development of the Work.
2. The Client warrants that the source materials, content, data, texts, images, videos, data files, login details and other materials provided by it may lawfully be used and do not infringe the rights of third parties.
3. Tilto is not obliged to investigate the accuracy, completeness, suitability or legal admissibility of the materials supplied by the Client.
4. If the Client does not timely provide the input, feedback, approvals or materials required for the performance of the Agreement, Tilto is entitled to suspend the performance of the work and to charge the Client for the resulting delay and costs.
5. If Tilto performs work at the Client's request using systems, accounts, plug-ins, datasets, integrations or software supplied by the Client or third parties, this shall be entirely at the expense and risk of the Client insofar as the cause of any shortcoming lies therein.

Article 22 - Planning, phasing and delivery deadlines

1. Schedules, phasings, lead times, delivery moments and other deadlines specified by Tilto are always indicative, unless expressly agreed in Writing to be of the essence.
2. Tilto is entitled to have the performance of the Agreement take place in phases and to deliver and invoice each phase separately.

3. If the performance of the work depends on timely input, feedback, approvals or cooperation from the Client, any period specified by Tilto shall be automatically extended by the period of delay thereby caused.
4. Exceeding a schedule, lead time or delivery deadline does not entitle the Client to damages, termination or suspension, unless expressly agreed otherwise in Writing.
5. If, in Tilto's opinion, approval of an earlier phase is necessary for the further performance of the Agreement, Tilto is entitled to suspend the next phase until the Client has given that approval.

Article 23 - Delivery and acceptance

1. A Work shall be deemed delivered at the moment Tilto notifies the Client that the Work is ready for use, review, testing or go-live, or at the moment the Client actually puts the Work into use.
2. The Client shall assess the delivered Work within fourteen days after delivery and shall inform Tilto in Writing and with reasons if the Work does not comply with the Agreement.
3. If the Client does not, within the period referred to in the previous paragraph, raise a Written and substantiated objection, the Work shall be deemed accepted.
4. Minor deviations, errors or defects that do not reasonably prevent the use of the Work shall not constitute grounds for withholding acceptance.
5. If the Work is delivered in phases, each phase shall separately be deemed delivered and accepted in accordance with this article. The Client may not reject a later phase on grounds relating to an earlier phase that has already been accepted.

Article 24 - Revisions and correction rounds

1. If the parties have agreed one or more revision or correction rounds, this shall apply only to changes that fall within the originally agreed assignment.
2. Requests for changes, additions or redesigns which, in the opinion of Tilto, fall outside the original assignment shall be considered additional work.
3. Tilto will endeavour to remedy defects or deviations reported by the Client in a timely manner that are attributable to Tilto within a reasonable period.
4. Tilto is not obliged to carry out remedial work free of charge in respect of defects that are the result of:
    a. incorrect or negligent use of the Work;
    b. changes or interventions by the Client or by third parties;
    c. errors in or limitations of software, systems, hosting, plug-ins or services of third parties;
    d. incorrect, incomplete or untimely provided input by the Client.
5. If the Client submits additional requests or objections after a revision or correction round that were not made known earlier or could not reasonably have been made known earlier, Tilto shall be entitled to charge the work involved as additional work.

Article 25 - Hosting, domain names and accounts

1. If Tilto, in the context of the Agreement, engages or manages hosting, domain registration, e-mail, server space, cloud environments, accounts or other third-party infrastructure, this shall be done on behalf of and at the expense and risk of the Client, unless expressly agreed otherwise in Writing.
2. Tilto is entitled to pass on to the Client the applicable rates, terms and limitations for hosting, domain names, licenses, subscriptions and other third-party services.
3. Tilto is not liable for outages, disruptions, price changes, termination of services, loss of data or other shortcomings of hosting providers, registrars, cloud suppliers, e-mail providers or other third parties.
4. The Client is responsible for timely payment of costs associated with domain names, hosting, licenses, subscriptions and other third-party provisions, unless expressly agreed otherwise in Writing.

5. If accounts, hosting environments, domain names or other provisions that are registered in the name of the Client or procured by the Client are used for the performance of the Agreement, the Client shall ensure that Tilto has all necessary access rights and authorisations in a timely manner.
6. Tilto is not obliged to carry out a migration, transfer, relocation or restoration of hosting environments, domain names, e-mail facilities or accounts, unless this is expressly part of the Agreement or agreed as additional work.

Article 26 - Domain management

1. Where Tilto performs work in connection with domain names under the Agreement, including registration, renewal, transfer, migration, DNS management, the creation of subdomains and advisory services, the provisions of this article apply in addition to the other provisions of these general terms and conditions.
2. All domain management work is performed on a best-efforts basis, unless expressly agreed otherwise in Writing.
3. Domain names are registered and held in the name of and for the account of the Client, unless expressly agreed otherwise in Writing. Tilto performs technical and administrative acts only and acquires no right of its own to the domain name.
4. The application for, registration, renewal, transfer and use of domain names are also subject to the terms, procedures, time limits and restrictions of the registrar, registry and other issuing bodies involved. The Client is obliged to comply with those terms.
5. Tilto does not warrant that a requested domain name is available, will be allocated or will be retained. The allocation, refusal, suspension, withdrawal, quarantine or transfer of a domain name rests with the registrar or registry concerned.
6. The Client is responsible for the timely payment of registration, renewal and transfer costs and for keeping the contact and billing details held by the registrar up to date, unless expressly agreed otherwise in Writing.
7. Unless expressly agreed otherwise in Writing, Tilto is not obliged to monitor expiry dates, arrange renewals or notify the Client that a domain name is due to expire.
8. Tilto is not liable for the expiry, release, cancellation, blocking or other loss of a domain name, nor for the consequences thereof, except in the event of intent or deliberate recklessness on the part of Tilto.
9. The Client warrants that it is entitled to register, use or have transferred the domain name concerned and that no third-party rights are infringed thereby. The Client indemnifies Tilto against all third-party claims relating to the choice or use of a domain name.
10. Unless agreed otherwise, the price for domain management is determined per domain on the basis of the extension, the registrar involved and the nature and scope of the work required. Costs charged by registrars, registries and other third parties are borne by the Client.
11. Work falling outside the agreed assignment, including the restoration of settings changed by the Client or by third parties engaged by the Client, qualifies as additional work.

Article 27 - Migration, DNS management and subdomains

1. Prior to a migration or transfer, Tilto will map the existing situation, provided that the Client supplies in good time the data, access and cooperation required for that purpose, including transfer tokens, authorisation codes, login credentials and third-party approvals.
2. The Client warrants the accuracy and completeness of the information it provides regarding existing DNS records, email settings, integrations and other connections. Tilto is not obliged to investigate whether such information is accurate, complete or current.
3. Changes to nameservers, DNS records or the registrar may result in temporary interruptions, delays or irregularities in the accessibility of the website, email or other services, due among other things to

propagation times and caching by third parties. Such interruptions do not constitute a failure in performance on the part of Tilto.

4. Lead times stated by Tilto for a migration or transfer are indicative and never final deadlines. Lead times depend in part on the registrar, registry, hosting provider and other third parties involved.
5. Subdomains are created and configured in accordance with what has been agreed in Writing. The use and content of a subdomain and of the facilities made available through it are for the account and risk of the Client.
6. On completion of the work, Tilto will use its best efforts to verify that the website, email and other configured facilities function properly. The Client must report any defects to Tilto in accordance with article 18.
7. Advice from Tilto on registering, renewing, structuring or managing domain names is given to the best of its knowledge based on the information known and the third-party terms applicable at that time. No guarantees as to availability, accessibility, findability or other results can be derived from such advice.
8. The Client may transfer a domain name to another party or provider at any time. If Tilto cooperates in such a transfer at the Client's request, it is entitled to charge the work involved as additional work.
9. Tilto is not liable for damage arising from the unavailability of the website or email, the non-receipt or loss of email messages, data loss or consequential loss in connection with migration, DNS changes or configuration work, except in the event of intent or deliberate recklessness on the part of Tilto.

Article 28 - Use of software, components and licenses of third parties

1. Tilto is entitled to make use of software, frameworks, modules, templates, plug-ins, libraries, APIs, open source software and other third-party components in the development, delivery, hosting, maintenance and management of Works.
2. If license terms apply to the use of certain third-party software, components or services, the Client is obliged to comply with these terms.

1. Tilto is not liable for shortcomings, malfunctions, security vulnerabilities, incompatibility, functional changes, price changes or termination of third-party software, components or services.
2. If a third party changes the availability, operation or terms of a component or service used by Tilto, Tilto is entitled to adapt the performance of the Agreement and the Work accordingly. The work involved may be charged as additional work.
3. If additional licenses, subscriptions or fees are payable for the use of third-party software, components, integrations or other provisions, these shall be borne by the Client, unless expressly agreed otherwise in Writing.
4. Tilto does not warrant that third-party software, components or services will remain permanently available, function without errors or remain unchanged.

Article 29 - Source code, source files and access

1. Unless expressly agreed otherwise in Writing, Tilto is not obliged to make available to the Client the source code, source files, development environments, repositories, Git environments, configuration files, scripts, deployment files, documentation or other underlying technical files.
2. If the parties agree in Writing that source code, source files or other technical files will be made available to the Client, this shall be done only after the Client has fully complied with all its payment obligations and subject to the rights and license terms of third parties.
3. The provision of source code, source files or other technical files does not, unless expressly agreed otherwise in Writing, imply that Tilto is obliged to arrange, document or deliver these in a manner that is immediately suitable without further work for management, further development or migration by the Client or third parties.
4. Tilto is entitled to suspend or restrict access to source code, repositories, management environments, hosting environments, accounts and other technical facilities as long as the Client has not fully

complied with its obligations under the Agreement.

5. To the extent that source code, source files or other technical files are made available to the Client, this is done without any warranty of suitability for reuse, transferability, maintainability or compatibility with systems or practices of third parties, unless expressly agreed otherwise in Writing.
6. The Client is itself responsible for the management, preservation and secure use of source code, source files, login credentials and other technical files as soon as these have been made available to it.

Article 30 - Warranties in development

1. Tilto will use its best efforts to develop the Work in such a way that, upon delivery, it substantially corresponds to what has been agreed in Writing between the parties.
2. Tilto does not guarantee that a Work is completely free of errors, interruptions or security risks, nor that the Work will function without limitations in combination with all browsers, devices, operating systems, plug-ins, integrations, third-party software or future versions thereof.
3. Unless expressly agreed otherwise and in Writing, for a period of thirty days after acceptance of the Work there shall be solely an obligation to remedy reproducible defects attributable to Tilto that have been reported by Client in a timely manner and in Writing.
4. Any warranty shall lapse if:
    a. the Work has been modified or edited by Client or by third parties without prior Written consent from Tilto;
    b. there is improper or inappropriate use;
    c. the defect is wholly or partly caused by software, systems, hosting, infrastructure or components of third parties;
    d. the defect results from incorrect, incomplete or untimely provided input from Client.
5. Unless expressly agreed otherwise and in Writing, warranties shall entitle solely to repair by Tilto and never to compensatory damages, termination or suspension.

Part III - Maintenance Subscriptions

Article 31 - General maintenance regime

1. If the parties have agreed on a Maintenance Subscription, Tilto shall perform maintenance, support and/or management activities with regard to the Works designated in the Agreement during the agreed term.
2. Maintenance shall in any case be understood to mean the performance, at Tilto's discretion, of corrective, preventive and limited adaptive activities aimed at maintaining the operation, security, stability and availability of the relevant Work.
3. All maintenance activities are performed on the basis of a best efforts obligation, unless the parties have expressly and in Writing agreed deviating arrangements with regard to specific service levels, response times, availability or other performance levels, for example in a separate service level agreement or in the quotation.
4. A Maintenance Subscription entitles the Client solely to the activities and provisions that are expressly included in the Agreement, quotation or the applicable package.
5. Tilto is entitled to determine the manner in which maintenance activities are carried out at its own technical and organizational discretion.
6. Unless expressly agreed otherwise and in Writing, a Maintenance Subscription does not include development of new functionalities, redesign, migrations, substantial content changes, data conversions, remediation of errors caused by third parties or work in respect of environments not supplied or approved by Tilto.

7. Tilto is entitled to invoice activities that fall outside the scope of the Maintenance Subscription as additional work.

Article 32 - Maintenance packages and package contents

1. Tilto may offer various maintenance packages, including but not limited to basic, professional and enterprise packages or comparable variants.
2. The content, scope, frequency, limitations, included hours, support levels and other characteristics of a maintenance package are determined solely by what has been agreed in Writing in respect thereof, or expressly described in the quotation or the applicable package overview of Tilto.
3. If a package overview, quotation and Agreement differ from one another, the following order of precedence applies: the Written Agreement, then the quotation and thereafter the package overview.
4. Tilto is entitled to amend the content of maintenance packages from time to time, insofar as they concern general package structures. Specific package content already agreed with respect to an ongoing Agreement shall remain in effect for the agreed term, unless agreed otherwise in Writing.
5. If the Client wishes to make use of activities, provisions or hours that fall outside the agreed maintenance package, these will be invoiced separately as additional work or on the basis of an additional package.
6. The applicability of a particular maintenance package extends solely to the website, web shop, software application or other Works designated in the Agreement and may not be transferred to other environments or projects without Written consent from Tilto.

Article 33 - Support levels and support requests

1. If a Maintenance Subscription provides for support, Tilto shall provide support exclusively via the communication channels designated by it and during its usual business days and business hours, unless expressly agreed otherwise and in Writing.
2. Support requests are assessed and handled by Tilto depending on the nature, urgency, impact and complexity of the request, as well as the support level applicable to the Client.
3. Unless expressly agreed otherwise and in Writing, response or handling times stated by Tilto shall only serve as targets and never as strict deadlines.
4. If the parties have expressly and in Writing agreed specific service levels, availability percentages, priorities, response times or resolution times with respect to a particular Maintenance Subscription or a particular Client, for example in a separate service level agreement or in the quotation, those arrangements shall be additional to these general terms and conditions and shall prevail only with respect to the relevant service levels.
5. Support shall in any case be understood to mean the handling of questions, reports, malfunctions and requests that relate to the agreed Work and fall within the scope of the Maintenance Subscription.
6. Tilto is entitled to regard support requests which, in its opinion, relate to the development of new functionalities, substantial changes, work by third parties or other activities outside the scope of the Maintenance Subscription, not as support but as additional work.
7. The Client shall submit support requests sufficiently clearly, completely and substantiated, including a description of the complaint or malfunction, the circumstances under which it occurs and, insofar as relevant, screenshots, error messages or other technical information.
8. Tilto is entitled to refuse or suspend support as long as the Client does not meet its payment obligations or does not provide the cooperation that is reasonably necessary for the handling of the support request.

Article 34 - Included development hours

1. If as part of a Maintenance Subscription a certain number of development hours per month or per other agreed period are included, those hours may be used exclusively for work that falls within the scope of

the applicable maintenance package and is accepted by Tilto as such.

2. Unless expressly agreed otherwise in Writing, included development hours do not entitle to the performance of emergency work, work outside regular working hours or work which, in Tilto's opinion, unreasonably disrupts the continuity, safety or scheduling of other work.
3. Included development hours may be used only after coordination with Tilto and at a time determined by Tilto within its schedule.
4. Unused included development hours expire at the end of the month or other agreed period to which they relate and are not transferable, accumulable, refundable or redeemable for a sum of money, unless expressly agreed otherwise in Writing.
5. Tilto may inform the Client periodically about spent or remaining included development hours, for example in the context of support or reporting. No rights can be derived by the Client from such a communication or from its absence.
6. If the work requested by the Client exceeds the included development hours, Tilto is entitled to charge the additional work as extra work at the usual or agreed hourly rate.
7. Tilto keeps an administration of spent included development hours. This administration shall be decisive, except insofar as the Client provides counter-evidence.

Article 35 - Back-ups and recovery

1. If and insofar as back-ups form part of the agreed Maintenance Subscription, Tilto will endeavor, in accordance with the applicable package or the arrangements made, to make or have made periodic back-ups of the designated Works, data files and/or environments.
2. Unless expressly agreed otherwise in Writing, Tilto determines at its own technical discretion the manner, frequency, retention period, location and timing of making back-ups.
3. Tilto does not guarantee that every back-up is complete, up-to-date, error-free or immediately restorable at any time.
4. The existence of a back-up does not relieve the Client of its own responsibility to, if it considers it necessary, create additional back-ups or archives of data, content, data files and other business-critical information.
5. Restoration of data, files, databases or environments from a back-up shall only take place if and insofar as this is technically feasible in Tilto's judgment and falls within the scope of the applicable Maintenance Subscription. Tilto is entitled to charge restoration work falling outside of that scope as additional work.
6. Tilto is not liable for loss of data, incomplete restoration, damage to data or consequential damage in connection with back-ups or restoration activities, except in cases of intent or deliberate recklessness.

Article 36 - Monitoring and alerting

1. If and insofar as monitoring is part of the agreed Maintenance Subscription, Tilto will endeavor to monitor the relevant Work or parts thereof in accordance with the applicable package or the arrangements made thereon.
2. Monitoring may include, among other things, availability, error messages, logs, performance, resources, security alerts or other technical indicators, insofar as this is included within the applicable package.
3. Monitoring and alerting are carried out on the basis of an obligation of best efforts and do not constitute a guarantee that every malfunction, error, vulnerability, performance deviation or other incident will be detected in a timely, complete or uninterrupted manner.
4. Tilto is entitled to use systems, software and services of third parties for monitoring. Tilto is not liable for shortcomings, delays or inaccuracies in the monitoring that result from such third parties.
5. If monitoring produces a signal or notification, Tilto shall in its discretion assess whether and in what manner follow-up will occur within the applicable Maintenance Subscription. Work that falls outside the

package content may be charged as additional work.

Article 37 - Updates, patches and compatibility

1. If and insofar as the applicable Maintenance Subscription provides for it, Tilto will endeavor to perform or have performed updates, upgrades, patches and other maintenance actions with respect to the relevant Work, the software used, libraries, plug-ins, components or other relevant parts of the environment.
2. Tilto determines at its own technical discretion whether, when and in what manner updates, patches or upgrades are carried out, taking into account security, stability, compatibility, third-party dependencies and the nature of the relevant Work.
3. Tilto does not guarantee that updates, patches or upgrades can always be carried out without interruption, error or side-effects, nor that after execution full compatibility with all used components, integrations, browsers, devices, systems or third-party services will be maintained.
4. If, in Tilto's opinion, it is necessary to perform additional work, tests, adjustments or remedial measures prior to an update, patch or upgrade, Tilto is entitled to charge these activities as additional work insofar as they fall outside the scope of the applicable Maintenance Subscription.
5. Tilto is not liable for incompatibility, loss of functionality, malfunctions or other consequences that arise because software, components, integrations or third-party services are no longer supported, are modified or prove to be incompatible with new versions or updates.

Article 38 - Security controls and incidents

1. If and to the extent the applicable Maintenance Subscription provides for it, Tilto will endeavor to perform or have performed periodic security checks with respect to the relevant Work and its associated environment.
2. Security checks may, among other things, relate to known vulnerabilities, outdated components, insecure configurations, incorrect permission structures and other technical security risks, insofar as this is included within the applicable package.
3. Tilto does not guarantee that every vulnerability, insecure configuration, hack, attack, intrusion attempt, malware infection or other security incident will be discovered, prevented or remedied in a timely manner.
4. If a security incident or other serious malfunction occurs, Tilto will endeavor to analyse the cause, take reasonable remedial measures and, where technically feasible, restore the Work to a usable and secure condition.
5. Tilto is entitled, at its sole discretion, to take immediate measures if it deems this necessary to protect the Work, the data, the infrastructure or other involved systems, even if these measures entail temporary limitations, interruptions or loss of functionality.
6. Activities related to security incidents, forensic investigation, recovery, cleaning, reconfiguration, replacement of credentials, communication with third parties or other incident response activities are included within the Maintenance Subscription only insofar as this has been expressly agreed in Writing. Otherwise, Tilto is entitled to charge these activities as additional work.
7. Tilto is not liable for damage resulting from security incidents or other cyber attacks that it, despite careful performance of its Services, was unable to prevent or mitigate.

Article 39 - SEO monitoring and page speed optimization

1. If and to the extent the applicable Maintenance Subscription provides for it, Tilto may perform work related to SEO monitoring, indexing, technical findability, crawl errors, page speed, performance and related optimizations.
2. Such work is carried out on a best-efforts basis and does not guarantee findability, rankings, indexing, visitor numbers, conversion, loading times, Core Web Vitals or other commercial or technical results.

3. Tilto is not liable for changes in search algorithms, policies or guidelines of search engines, browsers, advertising platforms or other third parties that affect SEO, visibility, performance or the technical evaluation of the Work.
4. If tools, scripts, services or reports of third parties are used for SEO monitoring, performance analysis or optimization, Tilto is not liable for inaccuracies, delays or deviations therein.
5. Work that goes beyond limited technical optimization, including substantive SEO strategy, content production, structural rebuilding, conversion optimization or marketing activities, is not covered by the Maintenance Subscription unless expressly agreed otherwise in Writing.

Article 40 - Database Management

1. If and to the extent that database management is part of the applicable Maintenance Subscription, Tilto may perform work relating to the management, monitoring, optimization, backup, recovery and integrity of the database or data files of the relevant Work.
2. Tilto determines, in its own technical discretion, the manner and frequency of database management, unless expressly agreed otherwise in Writing.
3. Tilto does not guarantee that databases or data files will remain complete, error-free, undamaged, available or usable without interruption at all times.
4. Tilto is not liable for data loss, data corruption, inconsistencies, damage to data files or consequential damage resulting from malfunctions, errors by third parties, incorrect input, incorrect links, actions by the Client or other causes beyond Tilto's control.
5. Restoration, reconstruction, migration, cleaning or manual correction of data files will only take place if and insofar as this is technically feasible and falls within the applicable Maintenance Subscription. Otherwise, Tilto is entitled to charge such work as additional work.

Article 41 - Version control and Git integration

1. If and to the extent that version control or Git integration forms part of the Agreement or the applicable Maintenance Subscription, Tilto is entitled to make use of repositories, branching strategies, deployment methods and other technical practices chosen by it.
2. Unless expressly agreed otherwise in Writing, the use of version control or Git integration does not in itself grant the Client a right of access to repositories, branches, commits, pipelines, deployment environments or other technical facilities.
3. Tilto is not liable for loss of history, conflicts, incorrect merges, deployment errors or other technical problems related to version control or Git integration, except in cases of intent or conscious recklessness.
4. If the Client or third parties engaged by it obtain access to version control environments or repositories, such use is entirely at the Client's own risk. In that case, Tilto is entitled to impose conditions on that access or to suspend or terminate it if it reasonably deems this necessary.

Article 42 - Reporting

1. If and to the extent that reporting is part of the applicable Maintenance Subscription, Tilto will periodically provide a report or overview regarding the work carried out by it, findings, hours spent, maintenance actions or other relevant components of the service.
2. Unless expressly agreed otherwise in Writing, reports are for information purposes only and no rights can be derived from them with regard to warranty, liability, scope of work or the presence or absence of malfunctions, vulnerabilities or other risks.
3. Tilto is entitled to determine the content, frequency, form and level of detail of reports at its discretion, unless expressly agreed otherwise in Writing.
4. If the Client has comments or objections regarding a report, it must inform Tilto thereof in Writing and with reasons within fourteen days of receipt, failing which the report shall be deemed to have been

taken note of by the Client.

Article 43 - Exclusions from maintenance

1. Unless expressly and in Writing agreed otherwise, a Maintenance subscription does not include:
    a. development of new functionalities or modules;
    b. redesign of the Work;
    c. migrations, conversions or rebuilding of the Work;
    d. extensive content changes or substantive editing;
    e. marketing activities, advertisement management or strategic SEO advice;
    f. repair of damage, errors or malfunctions caused by the Client or by third parties engaged by the Client;
    g. repair of damage or malfunctions resulting from changes in software, infrastructure, hosting, plug-ins, integrations or other provisions of third parties;
    h. work outside regular working hours, urgent work or on-site work;
    i. repair, reconstruction or cleansing of data insofar as this is not expressly included within the applicable package.
2. Tilto is entitled to refuse requests or work that, in its opinion, fall outside the scope of the Maintenance subscription or to classify them as additional work.
3. If there is doubt whether a particular activity falls under the Maintenance subscription, Tilto's determination shall be leading, unless the Client provides counter-evidence.

Article 44 - Additional work within maintenance

1. Work that falls outside the content or scope of the agreed Maintenance subscription will be performed by Tilto only if and to the extent Tilto is willing to do so and shall be regarded as additional work.
2. Additional work within maintenance may include, among other things, supplementary development work, urgent work, repair outside the package content, extra support, migrations, manual corrections, investigation, consultancy, consultation, implementation work and work at the request of the Client that is not expressly included within the package.
3. Unless expressly and in Writing agreed otherwise, additional work will be invoiced on the basis of Tilto's customary or agreed hourly rate.
4. Tilto is entitled to quote additional work in advance, to charge it afterwards on the basis of actual costs, or to perform it only after approval by the Client, all at Tilto's option.
5. If, in Tilto's opinion, immediate execution of work is necessary to limit damage, security risks, availability problems or other acute risks, Tilto is entitled to carry out such work without prior approval from the Client and to charge it as additional work.

Article 45 - Term, renewal and termination of maintenance subscriptions

1. A Maintenance subscription is entered into for the term stated in the Agreement or quotation.
2. If a Maintenance subscription is entered into for a fixed term, interim termination is not possible, unless expressly and in Writing agreed otherwise or mandatory law provides otherwise.
3. If a Maintenance subscription is entered into for an indefinite period, it may be terminated in Writing by either party with due observance of a notice period of one month.
4. If the Client prematurely terminates a Maintenance subscription for a fixed term without lawful grounds, Tilto is entitled to charge the Client for the remaining subscription terms, costs already incurred, reserved capacity and work already performed.

5. If the Client, in connection with entering into a Maintenance subscription, has received a discount, concession or other price advantage on development costs, implementation costs or other one-off costs, and the Maintenance subscription ends within the initially agreed term as a result of termination, dissolution, non-payment or other circumstances attributable to

the Client, Tilto is entitled to charge this price advantage in whole or in part retroactively to the Client.

1. Termination of a Maintenance subscription shall not affect the Client's obligation to pay amounts already due and outstanding.
2. Termination of the Maintenance subscription does not automatically terminate other agreements concluded between the parties, unless expressly and in Writing agreed otherwise.

Article 46 - Suspension, limitation or termination of maintenance

1. Tilto is entitled to suspend, limit or terminate the performance of maintenance work, support, monitoring, backups, management or other activities falling under a Maintenance subscription in whole or in part if the Client fails to meet its payment obligations, does not provide the required cooperation or otherwise defaults in the performance of the Agreement.
2. Tilto is furthermore entitled to suspend, limit or terminate the Maintenance subscription in whole or in part if, in its opinion, continuation thereof is no longer responsible, feasible or reasonable, including but not limited to cases in which:
    a. the technical environment has been substantially changed;
    b. third parties have carried out unauthorized interventions;
    c. there is seriously outdated, unsafe or no longer supported software;
    d. the continuity or security of systems, data or infrastructure is jeopardized.
3. Tilto will, insofar as reasonably possible, inform the Client in advance of a suspension, limitation or termination as referred to in this article.
4. Suspension, limitation or termination pursuant to this article does not entitle the Client to compensation, refund or suspension of payment obligations.

Article 47 - Exit, transfer and provision of data

1. Upon termination of a Maintenance subscription or other Agreement, Tilto has no general obligation to transfer, make available or keep accessible source code, source files, repositories, configurations, documentation, accounts, hosting environments, data files or other technical provisions, unless expressly agreed otherwise in Writing.
2. If the parties agree in Writing that Tilto will cooperate in an exit, migration, transfer or making available of data or other provisions, this shall be done exclusively against payment of the work and costs involved, unless expressly agreed otherwise in Writing.
3. Tilto is entitled to impose conditions on an exit or transfer, including prior full payment of all outstanding amounts, the provision of adequate instructions and the provision of sufficient cooperation by the Client or a successor supplier.
4. The Client is itself responsible for timely securing and downloading its data, content, data files and other information prior to the termination of the Agreement.
5. Unless immediate blocking, deletion or termination is necessary from the nature of the situation, including but not limited to cases of serious security risks, misuse, legal obligations or persistent non-payment, Tilto shall, after the end of the Agreement, for a reasonable period of fourteen days offer the Client the opportunity to download available data or to reasonably cooperate in an agreed transfer.
6. After expiry of the period referred to in the previous paragraph, Tilto is entitled to delete or make inaccessible the Client's data, accounts, environments and other provisions, subject to any statutory retention obligations incumbent on Tilto.

7. Tilto is not liable for damage arising from the Client or a successor supplier not cooperating in a timely manner, not fully or not in the manner prescribed by Tilto in an exit, migration or transfer.

Part IV - Final Provisions

Article 48 - Amendment of the general terms and conditions

1. Tilto is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance may be implemented by Tilto at any time.
3. Substantive changes that affect ongoing long-term agreements will be communicated by Tilto to the Client in Writing in a timely manner.
4. If the Client does not wish to accept a substantive change as referred to in the previous paragraph, the Client is entitled to terminate the relevant ongoing agreement in Writing with effect from the date the change takes effect, provided that the notice of termination is given within fourteen days of notification of the change.
5. Amendments to the general terms and conditions do not affect agreements already made specifically in Writing between the parties.

Article 49 - Severability / Invalidity

1. If any provision of these general terms and conditions is wholly or partially null and void, annulled or otherwise unenforceable, the remaining provisions shall remain in full force and effect.
2. In that case, the parties shall consult to agree on a replacement provision that as far as possible corresponds to the purpose and intent of the original provision.
3. The nullity, annulability or unenforceability of any provision shall not affect the validity of the Agreement or the other provisions of these general terms and conditions.

Article 50 - Order of precedence between agreement, offer and general terms and conditions

1. If there is a conflict between the contents of the Agreement, a separate service level agreement, the quotation, these general terms and conditions or other Written arrangements, the following order of precedence shall apply:
    a. the Written Agreement;
    b. a separate service level agreement or other Written arrangement expressly designated as supplementary or deviating;
    c. the quotation;
    d. these general terms and conditions;
    e. any additional appendices, package descriptions or other documents, unless expressly agreed otherwise.
2. Deviations from these general terms and conditions are only valid if and to the extent that they have been expressly agreed in Writing.

Article 51 - Written form and communication

1. In these general terms and conditions, Written shall also include communication by e-mail and other electronic means of communication, provided that the identity of the sender and the integrity of the content are sufficiently established.
2. Communications, data, log files, administration and other records stored or sent by Tilto shall serve as conclusive evidence of the content of the communication and the performance of the Agreement, except for counter-evidence to be provided by the Client.

3. The Client is itself responsible for timely notifying changes to contact details, billing information and other relevant information.
4. Notifications sent by Tilto to the last contact details provided by the Client shall be deemed to have reached the Client.

Article 52 - Final provision

1. These general terms and conditions and all legal relationships arising therefrom shall be governed exclusively by Dutch law.
2. To the extent not expressly deviated from in these general terms and conditions, the statutory provisions of Dutch law shall apply.