GENERAL TERMS AND CONDITIONS - PODCAST JUNGLE

Article 1 - Definitions

1. Provider: Podcast Jungle, established at Europalaan 100 (3526 KS) in Utrecht, registered in the Trade Register of the Chamber of Commerce under number 71479597, with VAT number NL002200196B83.
    a. Telephone number: +3160307601213
    b. Email address: info@podcastjungle.nl
2. General Terms and Conditions: these general terms and conditions.
3. Equipment: the equipment present in the Premises, including, but not limited to, camera and video equipment, peripheral equipment, microphones, screens and panels.
4. User: the counterparty of the Provider.
5. The Agreement: the agreement under which the Provider makes the Premises and the Equipment available, enabling the User to record visual and audio material ("Podcasts"), whether or not live, against payment of an agreed price, agreed in advance where applicable. The Agreement may also include editing of the Podcasts by the Provider.
6. Parties: the Provider and the User jointly.
7. Personal Data: (company) name, email address, telephone number, audio, camera footage and video footage.
8. The Premises: the entire premises in which Podcast Jungle, Europalaan 100 (3526 KS), Utrecht, is located and where the Agreement is performed.
9. Breach: a situation in which the Provider breaches or fails to perform a substantial and material obligation under or in connection with the Agreement, where such breach or failure is attributable to the Provider and cannot be remedied, or, if it can be remedied, has not been remedied within thirty (30) days after written notice of default from the User requiring the breach or failure to be remedied.
10. The Website: http://www.podcastjungle.nl/
11. The Work: as defined in Article 21 paragraph 1 of these General Terms and Conditions.

Article 2 - Applicability of the General Terms and Conditions

1. These General Terms and Conditions apply: (i) to all legal relationships between the Parties, including quotations, offers and order confirmations issued; (ii) to new, amended or supplemented Agreements as well as any legal relationship arising from or related to such an Agreement; and (iii) after termination of an Agreement where it can reasonably be assumed that the relevant provision is intended to survive termination of the Agreement, including confidentiality, data processing, intellectual property rights and indemnities.
2. Any deviation from these General Terms and Conditions is valid only if expressly agreed by the Parties in writing.
3. For the purposes of these General Terms and Conditions, an electronic message, including by email, WhatsApp, Telegram, Instagram, LinkedIn, Twitter and similar means, is regarded as a written message.
4. The Provider is entitled to amend these General Terms and Conditions unilaterally. Amendments also apply to existing Agreements. In that case, the Provider will notify the User of the amendments in writing before they take effect. The amended General Terms and Conditions will enter into force one week after notification, or at such later time as stated in the notification.
5. If one or more provisions of these General Terms and Conditions conflict with mandatory statutory provisions, those mandatory statutory provisions will replace the conflicting or invalid provisions.
6. If a provision is found to be wholly or partly invalid, unenforceable or incapable of being implemented, the remaining provisions will remain unchanged and fully in force. The Parties will attempt to replace the relevant provision with a valid provision that reflects the Parties' original intention as closely as possible.

7. The applicability of any general terms and conditions of the User is expressly excluded.

8. Obvious errors, including clerical errors, typographical errors and/or incorrect calculations, in quotations, offers, order confirmations, invoices, Agreements and similar documents do not bind the Provider unless the Provider confirms such binding effect in writing. The Provider will correct such errors as soon as possible.

Article 3 - Formation of the Agreement, Offers and Quotations

1. If the User wishes to make use of the services offered by the Provider, the Agreement will in any event be concluded at the moment the User reserves the Premises via the Website or purchases a package.

2. The Agreement is also deemed to have been concluded by oral or written acceptance of the Agreement by the Provider to the User, or by the Provider actually commencing performance of the Agreement.

3. All delivery or performance periods for the Agreement stated in offers, quotations, order confirmations or other documentation on the basis of which an Agreement is concluded are indicative and non-binding. Exceeding such periods does not entitle the User to terminate the Agreement or claim damages and does not constitute a Breach.

4. Offers and quotations do not automatically apply to additional services of the Provider unless the Parties expressly agree otherwise in writing.

Article 4 - Performance of the Agreement

1. The Provider gives the User the opportunity to use the Premises and Equipment for the purposes intended by the User, generally for recording Podcasts. The Provider is generally not present while these Podcasts are being recorded.

2. The Provider is entitled to have work under the Agreement carried out by a third party. The User must comply with the instructions of such third parties. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code are fully excluded.

3. The Provider will perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good professional practice. The Provider's obligations under the Agreement are always obligations to use best efforts and never obligations to achieve a specific result. The Provider therefore does not guarantee that a Podcast will be successful for the User or lead to the desired result.

4. Performance, including the commencement of performance, of the Agreement will always take place in mutual consultation, after acceptance in accordance with Article 3 and after payment of any agreed advance payment.

Article 5 - Obligations of the User

1. The User is responsible for ensuring that the Provider can perform the Agreement on time, adequately and properly. If the User breaches or fails to comply with this Article or any other provision of these General Terms and Conditions and, as a result, all or part of the Agreement cannot be performed, this will be entirely for the account and risk of the User. The User indemnifies the Provider against all consequences and any damage arising from such a situation. The User's responsibility as referred to in the first sentence includes, but is not limited to, ensuring that the User:

    a. ensures that the Provider receives all relevant information necessary for performance of the Agreement in a timely manner;

    b. is present at the agreed location at the agreed time so that there is sufficient time for instructions and similar matters;

    c. follows advice and instructions from the Provider or third parties, for example not drinking coffee while using the microphone where this would reduce the quality of the Podcast recording; and

    d. treats the Premises and Equipment with the care of a prudent person.

2. If, as a result of Article 5.1, the Agreement cannot be properly performed, the User is not entitled to a refund of the amount paid and/or remains obliged to pay the fee to the Provider, with due observance of Articles 7 and 8.

3. The Provider offers the User the opportunity to make a free test recording. With due observance of Article 21, the User must refrain from publishing this recording.

Article 6 - Provision of Information by the User

1. The User will make available to the Provider all information that, in the Provider's opinion, is relevant and necessary for performance of the Agreement and warrants that all information provided is correct, reliable and complete and is supplied in a timely manner and in the requested form. Unless otherwise agreed in writing, the foregoing also applies to information originating from third parties that is provided by the User to the Provider for performance of the Agreement.

2. If performance of the Agreement is delayed because the User fails to comply with the preceding paragraph, any additional costs resulting from that delay will be borne by the User. Any additional work required as a result of the delay will be charged at the Provider's usual rate.

3. The User indemnifies the Provider against any damage, in any form whatsoever, arising from any act or omission referred to in Articles 6.1 and 6.2.

Article 7 - Payment

1. The Provider is entitled to charge the User an advance payment before performance of the Agreement. In the absence of timely payment, the Provider is entitled to suspend work under the Agreement until the agreed amount has been paid. Any delay in delivery of the service(s) that the Provider is required to perform under the Agreement cannot be invoked against the Provider. The User indemnifies the Provider against all claims, including third-party claims, and any damage arising from such delayed delivery.

2. The User may also have the option to pay an invoice after performance. Such invoices must be paid within fourteen (14) calendar days after the invoice date, unless the Parties agree otherwise in writing or a different payment period is stated on the invoice.

3. Payment must be made to the bank account specified by the Provider.

4. If the User does not pay within the agreed period, the Provider will send one notice of default requesting payment of the invoice within fourteen (14) calendar days. If the User still fails to pay the invoice, the User will be in default by operation of law. From that moment, the Provider is entitled to suspend any remaining obligations under the Agreement until the User has fulfilled its payment obligation(s).

5. If the User is in default or otherwise fails to perform one or more obligations under or in connection with the Agreement, all costs incurred by the Provider in obtaining payment of the claim, both in and out of court, will be borne by the User. In addition to the principal amount, the User will owe the Provider statutory (commercial) interest and extrajudicial collection costs. Collection costs will be calculated in accordance with the Dutch Decree on Compensation for Extrajudicial Collection Costs. For each late payment, a minimum amount of EUR 40.00 applies for collection of the claim. The Provider also retains the right to claim additional damages.

6. In the event of late payment, the Provider is also entitled to demand immediate payment of all other outstanding invoices, regardless of whether they are already due and payable. The same applies in the event of the User's provisional or definitive suspension of payments, liquidation, actual or threatened bankruptcy, or attachment of the User's assets.

7. If the User does not cooperate with an Agreement that has been concluded and is to be performed by the Provider, the User nevertheless remains obliged to pay the full amount agreed between the Parties for performance of the Agreement.

Article 8 - Prices

1. The prices stated in the Provider's offers, quotations, invoices and similar documents are exclusive of VAT and any other government levies, unless otherwise agreed in writing.
2. In principle, the Parties agree a fixed fee for performance of the Agreement by the Provider. The Provider and the User may also agree an hourly rate. An hourly fee will be calculated on the basis of the hours actually spent and the Provider's usual hourly rate.
3. The Provider's hourly rates are indicative and based on the facts and circumstances known at that time. Facts unknown to the Provider or circumstances that could not reasonably have been foreseen by the Provider when the Agreement was concluded may result in price increases. This may occur, for example and without limitation, if new or additional information makes the Agreement to be performed by or on behalf of the Provider more extensive or complex.
4. Necessary costs and/or additional work and/or amendments to the initial Agreement that affect the price must be reimbursed by the User in accordance with Article 12.
5. If the User does not wish the Provider to carry out the additional work referred to in the preceding paragraph and the User consequently suffers damage in relation to the initial Agreement, for example because work cannot be completed and therefore no proper final product can or will be delivered, this does not constitute non-performance or otherwise a Breach by the Provider. The User indemnifies the Provider against any damage arising from the foregoing situation.

Article 9 - Price Indexation and Increases

1. The price agreed when entering into the Agreement is based on the price level applicable at that time. The Provider is entitled to adjust prices on the basis of: (a) changes in cost factors occurring during the term of the Agreement, including taxes, levies or other financial consequences resulting from government measures; (b) inflation, in accordance with the annual price index for commercial services calculated by Statistics Netherlands (CBS); and (c) the Provider may also adjust prices within three (3) months after conclusion of the Agreement. The adjusted prices are payable by operation of law. Consumers have the right to terminate the Agreement in the event of a price increase within three months after the Agreement was concluded.
2. Adjusted prices will be communicated to the User as soon as possible.

Article 10 - Duration of the Agreement

1. If the Parties agree a period for completion of the Agreement when entering into it, that period will never constitute a strict or final deadline.
2. The User may purchase various packages. A package consists of multiple video or audio casts and is valid for one year from the date on which the package is purchased through the Website and the Agreement therefore takes effect. Failure to use all or part of a package does not under any circumstances entitle the User to a refund.
3. The Provider may offer discounts on the then-current prices on the Website or through other means of communication. The Provider may use vouchers, other types of coupons or codes for this purpose. Such discount promotions are valid only for the period stated on the vouchers, coupons or discount code and, where no period is stated, for a period of three (3) months after they are obtained.

Article 11 - Amendment of the Agreement

1. If the Provider considers it necessary for proper performance of the Agreement, the Provider may amend or supplement the work to be performed. Additional work may also be necessary for correct performance of the Agreement. The Provider will inform the User of this in a timely manner. Following mutual consultation, the Parties will amend the Agreement accordingly.
2. An amendment or adjustment to the Agreement may affect the time at which the Agreement is completed and/or have financial and/or qualitative consequences. If the Provider anticipates this, it will inform the User

in a timely manner and indicate the extent to which the amendment or supplement will result in the agreed price being exceeded. The Provider will commence the additional work only after the User has provided written consent. Articles 7 and 8 of these General Terms and Conditions apply correspondingly.

Article 12 - Termination of the Agreement

1. The User is free to terminate the Agreement with the Provider in writing at any time, subject to Articles 12.2 and 12.3, unless the Parties have agreed otherwise in writing.
2. If the User terminates the Agreement, or if the Provider cannot perform the Agreement due to an act or omission of the User as set out in these General Terms and Conditions, the Provider will in any event be entitled to the following compensation:
    a. if cancellation takes place within two (2) weeks before the date on which the Agreement is to be performed, the User must pay the Provider 25% of the total agreed amount;
    b. if cancellation takes place within one (1) week before the date on which the Agreement is to be performed, the User must pay the Provider 50% of the total agreed amount;
    c. if cancellation takes place within one (1) day before the date on which the Agreement is to be performed, the User must pay the Provider 100% of the total agreed amount. This subparagraph also applies if the User is not present at the agreed place at the agreed time.
3. For consumers, Article 7:411 of the Dutch Civil Code applies.
4. The Provider may terminate the Agreement for compelling reasons if the User fails to provide relevant information required for performance of the Agreement, provides it late or provides it inadequately, and the Provider is consequently unable to perform the Agreement properly. The Provider may also terminate the Agreement where it can no longer reasonably be required to remain bound by it. Article 12.2 applies correspondingly.
5. The Provider may furthermore terminate the Agreement between the Parties with immediate effect in the event of an application for or declaration of bankruptcy, provisional or definitive suspension of payments, liquidation or attachment of the User's assets.

Article 13 - Force Majeure

1. For the purposes of the Agreement, force majeure means any situation in which performance by the Provider of its obligations towards the User is wholly or partly prevented, or in which performance of those obligations cannot reasonably be expected of the Provider, as a result of: (a) breach, temporary non-performance or permanent non-performance by third parties on whom the Provider depends for performance of the Agreement; (b) regulations issued or about to be issued by the government that prevent or restrict performance of the Agreement; (c) technical failures and/or power failures or interruptions in utility services; (d) technical failures or interruptions affecting the internet; (e) computer viruses in the broadest sense; (f) strikes and work stoppages; (g) weather conditions; (h) defective equipment required by the Provider to perform the Agreement; (i) transport problems affecting the Provider where no suitable alternative is available; (j) physical injury and/or illness of the Provider; (k) natural or nuclear disasters and/or actual or threatened war and terrorism; and (l) epidemics and pandemics.
2. If a situation referred to above occurs and the Provider is consequently unable to fulfil its obligations towards the User, those obligations will be suspended for as long as the Provider is unable to fulfil them. If the situation referred to in the preceding sentence has continued for thirty (30) calendar days, the Parties have the right to terminate in writing the part of the Agreement that cannot be performed or the entire Agreement.
3. In the circumstances referred to in paragraphs 1 and 2, the Provider is not obliged to compensate any damage in any form whatsoever, even if the Provider derives any benefit from the force majeure situation.

Article 14 - Set-off and Suspension

1. The User waives its right to set off a debt owed to the Provider against a claim against the Provider.

2. The User waives its right to suspend performance of any obligation arising from an Agreement.

3. Consumers retain the right of set-off and suspension if and to the extent that such right is granted to them by law in the relevant circumstances.

Article 15 - Transfer of Rights and Obligations

1. The rights and obligations arising from an Agreement concluded between the Parties may not be transferred by the User to a third party without the Provider's prior written consent.

2. Rights of a party under the Agreement may not be transferred without the other party's prior written consent. This provision constitutes a clause with proprietary effect within the meaning of Article 3:83 paragraph 2 of the Dutch Civil Code.

Article 16 - Duty to Complain

1. The User is obliged to notify the Provider in writing of complaints regarding work performed under or in connection with the Agreement or other obligations between the Parties as soon as possible, but no later than within the periods specified below.

2. Visible deviations from what has been agreed between the Parties must be reported to the Provider in writing within fourteen (14) days after discovery or after the deviation should reasonably have been discovered by the User. For non-visible deviations, this period is one (1) month. For consumers, these periods are two (2) months and three (3) months respectively.

3. Complaints must be submitted in writing to: info@podcastjungle.nl

4. The complaint and the alleged deviation must be described in as much detail as possible and supported by evidence so that the Provider is able to respond adequately. The Parties will then agree how and in what manner the complaint can be resolved.

5. Under no circumstances does a complaint oblige the Provider to perform work other than the work agreed. The Parties may make additional arrangements in writing.

6. In the event of a justified complaint, the Provider will correct the deviations within a reasonable period. However, the Provider is not liable for damage suffered as a result of such deviation, except in mandatory cases provided by law, and the deviation as such does not constitute a Breach.

7. A claim relating to defective performance may be brought before a court up to one (1) year after the complaint was made, provided that the complaint was submitted within the applicable period.

Article 17 - Insurance

1. If and to the extent that the Provider carries out work at the User's location or at another location designated by the User, the User is obliged to adequately insure and keep insured any items delivered that are necessary for performance of the Agreement against, among other things and without limitation, fire, explosion damage, water damage and theft.

Article 18 - Liability for Damage

1. In the event of a Breach by the Provider in the performance of any obligation under or in connection with the Agreement, or where the Provider commits an unlawful act against the User, or on any other legal basis for which the Provider is liable, such liability is limited to the provisions of these General Terms and Conditions.

2. The Provider's liability for direct damage that is the direct result of the Breach giving rise to liability is limited to the amount or amounts payable under the professional liability insurance taken out by the Provider, increased by the deductible borne by the Provider in connection with that insurance.

3. Direct damage means exclusively: reasonable costs incurred to determine the cause and extent of the damage, insofar as such determination concerns damage within the meaning of these General Terms and Conditions; any reasonable costs incurred to make the Provider's defective performance conform to the Agreement, insofar as these can be attributed to the Provider; and reasonable costs incurred to prevent or limit damage,

insofar as the User demonstrates that these costs resulted in limitation of direct damage as referred to in these General Terms and Conditions.

4. If, for whatever reason, no payment is made under the aforementioned insurance, the Provider's cumulative liability per event or series of events with a common cause, regardless of the legal basis, will in total never exceed one times the agreed invoice value excluding VAT to which the liability relates. If the Provider is liable for an event relating to only part of an invoice, the aforementioned limitation applies only to that part.
5. The Provider's liability for indirect damage, including but not limited to loss of profit, loss of turnover, missed opportunities, lost savings and damage due to business interruption, is expressly excluded.
6. The Provider is not liable for damage of any kind arising because the Provider relied on incorrect, incomplete and/or late information provided by or on behalf of the User.
7. The limitation of liability in this Article also applies if the Provider is held liable for damage arising directly or indirectly from improper functioning of Equipment, software, data files, registers or other items used by the Provider in performing the Agreement.
8. The Provider is not liable for damage caused by third parties or auxiliary persons engaged by the Provider.
9. Any claim for damages against the Provider arising from a Breach in performance under the Agreement or on any other legal basis will in any event lapse one (1) year after the day following the day on which the event to which the liability relates was discovered or reasonably should have been discovered by the User.
10. The limitations of liability set out in the preceding paragraphs do not apply where the damage suffered by the User is the result of intent or deliberate recklessness on the part of the Provider.

Article 19 - Liability of the User

1. If an instruction to perform an Agreement is given to the Provider by more than one person, each of them is jointly and severally liable for the amounts due to the Provider under that Agreement or under the law.
2. If such an Agreement is entered into directly or indirectly by a natural person on behalf of a legal entity, that natural person may also be a private party to the Agreement. This requires that the natural person can be regarded as a person who determines or co-determines the policy of the legal entity. In the event of non-payment by the legal entity, the natural person will therefore be personally liable for payment of the invoice, regardless of whether the invoice, whether or not at the User's request, is made out in the name of the legal entity, the User as a natural person, or both.
3. Valuable Equipment is present in the Premises. If the User in any way causes damage to the Equipment, other property of the Provider in the Premises, or the Premises themselves, the User is obliged under these General Terms and Conditions, and in the absence of adequate provisions under applicable law, to compensate the damage suffered, including, among other things, indirect and consequential damage. Article 19.1 applies correspondingly.

Article 20 - Indemnity

1. The User indemnifies the Provider against all third-party claims relating to the services supplied by the Provider under the Agreement. If the User is addressed by third parties in this respect, the User is obliged to assist the Provider both in and out of court and immediately take all steps that may reasonably be expected of the User in that case. If the User fails to take adequate measures, the Provider is entitled, without notice of default, to take such measures itself. All costs and damage incurred by the Provider and third parties as a result will be entirely for the account and risk of the User.

Article 21 - Intellectual Property

1. The Provider retains all intellectual property rights to which it is entitled under the Dutch Copyright Act and other intellectual property laws and regulations, including but not limited to copyright, related rights, patent rights, trademark rights, design rights and similar rights, in respect of, among other things and without

limitation, all designs, writings, concepts, data carriers or other information, quotations, images, videos, audio recordings, models and similar materials (the "Work").

2. By entering into the Agreement, the User and the persons involved on the User's side in performance of the Agreement expressly grant the Provider, in advance, permission to process, edit, publish, disclose or cause to be disclosed, reproduce, store or otherwise use, in the broadest sense, the Work in which the User or an employee of the User has portrait rights. If desired, the Parties may make further arrangements in this respect.

3. Permission to use the rights referred to in paragraph 1 of this Article is granted only in writing and prior to such use, in the form of a licence whose nature and scope are described by the Provider in the quotation, order confirmation, Agreement, invoice or otherwise communicated to the User. Such right of use is non-exclusive for the User. Upon receiving a licence, the User is permitted to use the Work only within its own business and for its own business activities. The User is expressly prohibited from otherwise disclosing or causing the Work to be disclosed, editing or reproducing it, including but not limited to disposing of it, encumbering it, commercially exploiting it, transferring it or granting sublicences to third parties.

4. If the scope of the licence has not been specified, the licence will never extend beyond the right to one-time use, in unmodified form, for the purpose, circulation and manner that the Parties intended when entering into the Agreement according to the Provider's understanding.

5. Any use by the User of an intellectual property right referred to in this Article that has not been agreed will be regarded as an infringement of the Provider's intellectual property rights. In that event, the Provider will be entitled to compensation of at least three times the licence fee normally charged by the Provider for such use, without prejudice to the Provider's other rights to claim compensation for any other damage suffered, including the right to compensation for all direct and indirect damage and all judicial and extrajudicial costs actually incurred.

6. The Provider is not responsible or liable for content presented by the User in the performance of the Agreement, specifically when recording Podcasts, including live recordings. Such Podcasts are at the User's own risk. The User indemnifies the Provider against all third-party claims arising from or otherwise resulting from the foregoing situation.

Article 22 - Confidentiality

1. Each Party undertakes to keep confidential the information it receives from the other Party, regardless of the form or manner in which it is received. The confidentiality obligation also applies to employees and/or auxiliary persons of the Parties. Confidential information includes, but is not limited to: (i) business information of the other Party; (ii) all other information concerning the other Party that the receiving Party knows or can reasonably suspect is secret or confidential; and/or (iii) information whose dissemination can reasonably be expected to cause damage to the other Party.

2. The confidentiality obligation does not apply to information that:

    a. was already publicly known at the time it was disclosed;

    b. had already been independently developed by the receiving Party, independently of the knowledge obtained under the Agreement, or was already in the receiving Party's possession at the time it was provided by the other Party;

    c. was received by the receiving Party from a third party who was entitled to provide that information to the receiving Party; and

    d. is disclosed by the receiving Party pursuant to a statutory obligation.

3. The confidentiality obligation described in this Article applies for the duration of the Agreement concluded between the Parties and for a period of three years after it ends.

Article 23 - Penalty

1. If the User violates Articles 21 and 22 of these General Terms and Conditions, the User will incur an immediately payable penalty of up to EUR 5,000 for each violation, plus an amount of up to EUR 500 for each day that the violation continues. This penalty applies regardless of whether the violation can be attributed to the User, and no prior notice of default or judicial proceedings are required for the penalty to become payable. The Provider does not need to have suffered damage for the penalty to be incurred.
2. The imposition of the penalty referred to in paragraph 1 of this Article does not affect the Provider's right to claim full compensation for damage resulting from the relevant violation.

Article 24 - Data Processing

1. The Provider processes Personal Data of the User. This processing is necessary for performance of the Agreement. The legal basis for this processing is Article 6(1)(b) of the General Data Protection Regulation (GDPR), processing necessary for performance of a contract. Audio, camera and video footage are inherent to the Agreement entered into between the Parties and form the subject matter of the Agreement. By entering into the Agreement, the User agrees that the Provider processes Personal Data. Such agreement also qualifies as consent within the meaning of Article 6(1)(a) GDPR.
2. Processing of the (company) name, email address and telephone number is necessary because it enables the Provider to know with whom it is entering into an Agreement and how to contact that person if this proves necessary for performance of the Agreement, for example to provide further instructions.
3. The Provider is not always present while Podcasts are being recorded. The Premises are therefore equipped with video surveillance that makes recordings. These recordings serve two purposes. First, the camera footage may be used for training and quality purposes in order to improve the quality of the services provided by the Provider. Second, the video surveillance serves security purposes to protect the Provider's property, including the Equipment. The legal basis for this data processing is Article 6(1)(a) GDPR, consent. Another legal basis is Article 6(1)(f) GDPR, namely legitimate interest. Processing Personal Data such as camera and video footage is necessary to pursue this interest because there is no suitable alternative that would protect this interest more effectively. A balancing of interests has nevertheless been carried out. The footage is therefore automatically deleted after twenty-four (24) hours.
4. Personal Data will be retained if and insofar as this is necessary to achieve the purpose for which it is processed. Personal Data will not be retained longer than necessary and permitted under relevant laws and regulations governing retention periods.
5. Camera and video footage will be shared with the User, but not with third parties, subject to the provisions below.
6. Camera and video footage may, for a fee, be stored in a Synology Network-Attached Storage (NAS) environment. A NAS is a storage device connected to a computer or other devices via a network. It provides secure, accessible and reliable storage for files. By using commonly used protocols such as FTP, SFTP, WebDAV, CalDAV and iSCSI, files can be shared with others. Synology NAS can also be used to create backups of files and devices.
7. Synology NAS complies with the requirements of the GDPR. Synology has an extensive list of security features that can be used to comply with GDPR requirements. These features include, among other things, the ability to encrypt data, restrict access to authorised users, set passwords and activate two-factor authentication. Synology also offers an extensive set of management and reporting tools to help businesses comply with GDPR requirements.
8. Under the GDPR, the User has the following rights:
    i. Right of access: the User has the right to access the Personal Data concerning him/her that is being processed.
    ii. Right to rectification: the User has the right to have errors in Personal Data being processed corrected.

iii. Right to erasure: the User has the right to have Personal Data concerning him/her that is being processed deleted.

iv. Right to restriction of processing: the User has the right to restrict the processing of his/her Personal Data.

v. Right to data portability: the User has the right to obtain his/her Personal Data being processed and transfer it to another processor.

vi. Right to information: the Provider has an obligation to transparently inform the User about the processing of Personal Data.

The User must submit the above requests to the Provider via the email address stated in Article 1 of these General Terms and Conditions. The Provider must verify the identity of the person making the request. The Provider will comply with a request from the User within four weeks of receiving it.

Article 25 - Consumers

1. If a User is a natural person who is not acting in the exercise of a profession or business, mandatory statutory provisions prevail over these General Terms and Conditions if and to the extent that any provision of these General Terms and Conditions conflicts with such mandatory statutory provisions.

Article 26 - Applicable Law and Competent Court

1. Every Agreement between the Parties and any other applicable document, as well as all rights and obligations connected with or arising from them, are governed exclusively by Dutch law.
2. All disputes or claims arising from or connected with the Agreement will in the first instance be submitted to the competent court of the District Court of Midden-Nederland, Utrecht location, unless mandatory law provides otherwise.