



GENERAL TERMS & CONDITIONS

1. IE.ps is a company owned by Ms. Iris Jansen LLM and is registered with the Chamber of Commerce under number 70677271, that also acts under the name 'creatieve jurist' (hereinafter: '**IE.ps**'). IE.ps aims to practice the profession of freelance legal counsel and also offers training within the field of her expertise.
Applicability and interpretation
2. These general terms and conditions of IE.ps apply to any and all services provided by IE.ps
3. These general terms form an integral part of the agreement between IE.ps and a client for the provision of services. For the purpose of these general terms, the '**client**' shall mean the (legal) person who receives IE.ps's services, regardless of whether a fee has been agreed between parties
4. These general terms and the agreement for the provision of services shall hereinafter collectively be referred to as the '**agreement**'. The term agreement in these terms and conditions also includes all offers, subsequent agreements, changed, additional or new agreements and all legal relationships related thereto or following therefrom.
Services
5. IE.ps shall use its best efforts (in Dutch: *zich inspannen*) to provide the services as described in the agreement with due care. All services shall be provided as an obligation to use best efforts,
6. IE.ps provides its services exclusively from a Dutch law perspective. If desired, IE.ps is able to bring the client in contact with attorneys or other legal professionals in other jurisdictions. However, such (legal) person shall never be considered an auxiliary person of IE.ps.
7. The effect of articles 7:404, 7:407 (2) and 7:409 of the Dutch Civil Code is excluded for agreements of IE.ps. The effect of articles 6:227b (1) and 6:227c of the Dutch Civil Code (related to e-commerce transactions) is excluded in case the client acts in the exercise of a profession or business.
Fees and payment
8. IE.ps believes in transparency about costs. Where possible and where requested, IE.ps will provide a fixed fee or an estimation of costs per assignment or a part thereof.
9. If parties haven't made a specific agreement on the costs in writing (including email) prior to the performance of the services, IE.ps shall provide the services on a time material basis based on the hourly rate of EUR 225,- (excluding VAT). IE.ps shall invoice the fees increased with 21% VAT (if applicable), to the client at the end of a calendar month.
10. The client is obliged to pay the invoiced in cleared funds within fourteen (14) days after the invoice date. The client is not entitled to suspend any payment or to set-off any amounts.
11. The fees shall always be in euros and are exclusive of 21% VAT.
12. IE.ps has the right to adjust the applicable hourly rates - if applicable during the term of the agreement - on an annual basis with effect from 1 January of a calendar year, inter alia on the basis of the price index for business services.
Limitation of liability
13. The liability of IE.ps is limited to the amount actually paid by the professional liability insurance of IE.ps, plus the deductible of such insurance.
14. If, for whatever reason, no amount is indemnified under said insurances, the total liability of IE.ps on whatever ground shall be limited to the amount (exclusive of VAT) paid by the client in the respective matter or EUR 5,000, whichever is the lowest.
15. IE.ps uses (digital) means of communication and services for (digital) storage of data, which may be offered by third parties. IE.ps is not liable for any damage directly or indirectly resulting from the use of such means of communication and services, such as interception, manipulation or delay of communication or documents as a result of (i.a.) a hack or virus.
16. The liability of IE.ps for auxiliary persons, being the (legal) persons whose services IE.ps uses in the performance of the Agreement, is excluded.
17. Any potential liability of IE.ps will lapse if IE.ps has not been notified thereof within a year after discovery of the facts giving rise to such liability.
18. Nothing in these general terms shall exclude or limit the liability of IE.ps caused by wilful intent or gross negligence of IE.ps (*opzet of bewuste roekeloosheid van IE.ps*).
Miscellaneous
19. If any provision of the agreement is or becomes invalid or non-binding, parties shall remain bound by all other provisions hereof. In that event, Parties shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of such provision and the agreement.
20. These general terms are available in Dutch and English. In case of discrepancies between the Dutch version and the English version, the Dutch version shall prevail.
Governing law and disputes
23. These general terms and the agreement are construed in accordance with and are governed by the laws of the Netherlands.
24. Any dispute arising out of or in connection with the agreement shall be exclusively be referred to the competent court of Oost-Brabant, location 's-Hertogenbosch, the Netherlands.