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anywhere

GENERAL TERMS AND CONDITIONS – E-LIA

May 26, 2025

These general terms and conditions apply to all quotations, agreements, and services provided by E-lia B.V., located at Tommaso Albinonistraat 7, 1083 HM Amsterdam, registered with the Dutch Chamber of Commerce under number 84016833 ("E-lia").

By using our Web Application or entering into an agreement with E-lia, the Customer accepts these terms and conditions.

Article 1 – Definitions

In these terms and conditions, the following definitions apply:

- E-lia: E-lia B.V., the provider of the Web Application and related services.
- Customer: The natural or legal person who has entered into an agreement with E-lia.
- User: A person authorized by the Customer to access the Web Application.
- Web Application: E-lia's online software platform, accessible via a web browser.
- License: The agreed right to use the Web Application for a specified period, per user, organization, or environment.
- Agreement: The contract between E-lia and the Customer, including any appendices and additional terms.

Article 2 – Applicability

1. These terms apply to all offers, quotations, agreements, and services provided by E-lia.
2. Deviations are only valid if explicitly confirmed in writing by E-lia.
3. The Customer's general terms and conditions are expressly excluded.

Article 3 – Prices and Payment

1. All prices are in euros, excluding VAT and any additional charges, unless stated otherwise.
2. E-lia reserves the right to revise its rates annually. Changes will be communicated at least one (1) month in advance.
3. Invoices are sent digitally. The standard payment term is thirty (30) days from the invoice date.
4. In case of late payment, E-lia has the right to temporarily suspend access to the Web Application.
5. Continued default makes the Customer liable for all collection costs and statutory interest.
6. In the event of bankruptcy or suspension of payment by the Customer, all claims by E-lia become immediately due.

Article 4 – Delivery and Performance

1. E-lia will make reasonable efforts to provide the Web Application as agreed.
2. The Customer is responsible for providing the necessary information on time.
3. E-lia reserves the right to modify the service, provided the core functionality remains intact.

Article 5 – License and Fair Use

1. The Customer receives a non-exclusive, non-transferable License to use the Web Application for the agreed period.
2. A Fair Use Policy applies to “unlimited” licenses. In cases of disproportionate use, E-lia may impose additional measures or charges.
3. Licenses are user- or environment-specific unless agreed otherwise in writing.

Article 6 – Liability

1. E-lia is only liable for direct damages resulting from an attributable breach in the performance of the agreement.
2. E-lia is never liable for indirect damages, lost profits, data loss, or delays.
3. E-lia's liability is limited to the total License fees paid by the Customer in the twelve (12) months prior to the incident, up to a maximum of €5,000.
4. Liability arises only after the Customer issues a written notice of default and provides a reasonable rectification period.
 - For each breach committed for the benefit of E-lia, the Customer incurs an immediately payable penalty of €50,000.
 - In addition, a daily penalty of 5% of the aforementioned amount applies for each day the violation continues.
 - No prior notice of default or legal action is required, nor proof of damage.
 - This penalty does not affect E-lia's right to claim additional damages if the actual loss exceeds the penalty amount.

Article 7 – Intellectual Property

1. All intellectual property rights to the Web Application and related materials belong to E-lia or its licensors.
2. Content uploaded by the Customer remains the Customer's property.
3. The Customer guarantees that their Content does not infringe third-party rights and indemnifies E-lia from any related claims.

Article 8 – Personal Data

1. E-lia processes personal data in accordance with the GDPR.
2. The Customer is responsible for obtaining valid legal grounds (such as consent) from end users.
3. E-lia acts as a data processor and enters into a processing agreement with the Customer.
4. More information is available in the privacy statement on www.e-lia.eu/en/.

Article 9 – Suspension and Termination

1. E-lia may suspend its obligations if the Customer fails to meet theirs.
2. Either party may terminate the agreement with immediate effect in the event of:
 - Bankruptcy or suspension of payment by the other party
 - A material breach after a written notice of default
 - Force majeure lasting more than sixty (60) days

3. Upon termination, E-lia may block access and delete data unless otherwise agreed in writing.

Article 10 – Force Majeure

1. E-lia is not obliged to fulfill its obligations in case of force majeure.
2. Force majeure includes, but is not limited to, third-party outages, network failures, pandemics, and government measures.

Article 11 – Confidentiality

1. Both parties are required to maintain the confidentiality of all information obtained under the agreement.
2. This obligation remains in effect even after the agreement ends.

Article 12 – Governing Law and Disputes

1. These terms are governed exclusively by Dutch law.
2. Disputes will be resolved amicably where possible.
3. If necessary, disputes will be submitted to the competent court in the district of Amsterdam.

Article 13 – Amendments

1. E-lia reserves the right to amend these general terms and conditions.
2. Amendments will be communicated at least one (1) month in advance.
3. If the Customer objects, they may terminate the agreement before the changes take effect. Continued use is considered acceptance.

Article 14 – Final Provisions

1. If any provision of these terms is found invalid, the remaining provisions remain in full force.
2. Written communication also includes email, provided it is sent from a recognizable and valid email address.
3. Rights and obligations under the agreement may not be transferred without prior written consent, except in the case of a full business transfer.