

General Terms and Conditions (GTC) of use of Sociuu services NL

1. CONTRACTING PARTIES AND CONTRACTUAL BASIS.

By entering into an agreement with Sociuu you confirm that you have the power to enter into and bind yourself in accordance with the terms of the Agreement.

These GTC govern the general terms and conditions for Sociuu's delivery of Social Media Marketing software, while the Order Confirmation specifies the specific services ordered by you. In case of any discrepancy between these documents, the Order Confirmation shall prevail.

You can accept and/or change the Agreement with binding effect, including changes to or additional Order Confirmations, by electronic messages, e.g. by e-mail, an electronic administration panel or any other media provided by Sociuu.

2. LICENSE AND INTELLECTUAL PROPERTY RIGHTS

You acquire a non-exclusive, non-transferable license to use the provided services and deliveries.

You are only entitled to use the license on behalf of entities, which are covered by the company registration number that appears on your Order Confirmation.

Sociuu does not transfer any copyright or other rights in connection with its provision of services and supplies, besides what appears from paragraph 3.

3. SOCIUU'S OBLIGATIONS

For the duration of the Agreement, Sociuu is obligated to ensure, that the delivery can be used on the relevant platform, e.g. Facebook, LinkedIn, twitter, xing, etc.

Sociuu must take appropriate technical and organizational security measures to protect data against accidental or unlawful destruction, loss or alteration and against the unauthorized disclosure, misuse or other use in breach of the Act on processing of personal data.

4. YOUR OBLIGATIONS

You will be responsible for payment in accordance with the Agreement.

For the duration of the Agreement, you are obligated to: ensure, that the data and information that you publish through the services of Sociuu, at all times comply with local law, including marketing and privacy law, or the law of any other jurisdiction which your data and information is aimed at.

5. PAYMENT

Payment for services under this Agreement fall due net cash on the date of issuance of an invoice.

Additional payment terms If in any given calendar month; User uploaded in the system exceed the licenced number of users, Sociuu shall invoice the Partner for, and Partner shall pay, an additional fee equal to the number of numbers of User upload - the "Overage Fee". Overage fee is calculated with same average cost per user as set forth in the Order Confirmation.

Any late payment entitles Sociuu to charge a 2% interest per month of the amount due from the invoice due date until payment is made.

In the absence of timely payment, Sociuu reserves the right to withhold its services in accordance with paragraph 4 or to terminate the Agreement.

6. LIMITATION OF LIABILITY

Sociuu is liable according to Dutch law, subject to the limitations expressly provided by the following conditions:

Sociuu shall not be liable for any loss, direct or indirect, inconvenience or damage resulting from, including, but not limited to interruption of connections, disruption of the Internet, loss of information etc.

Sociuu is exempt from liability if the non-performance or interruption is due to force majeure.
Sociuu is not liable for the acts or omissions made by third parties, including Sociuu's subcontractors, unless Sociuu could have prevented these by due diligence.
Sociuu is not liable for the legality of the content you publish through Sociuu
Any liability for Sociuu does not include indirect losses, consequential damage, loss of profits or other consequential economic loss, including loss of data, damage to other things and claims by third parties.
Liability does not cover damage, which could not reasonably have been foreseen by Sociuu.
Regardless of the damages incurred, the liability of Sociuu is limited to the sum of the invoices issued by Sociuu and paid by you for up to one year before the claim is made.

7. BREACH.

A Party may terminate the Agreement with immediate effect, if: The other Party fails to correct material deficiencies within 30 days after receipt of written notice of the material deficiency.
The other Party goes bankrupt, winding-up, under liquidation, initiates settlement proceedings or reconstruction under the limitations imposed by the Dutch Bankruptcy Act, or is otherwise unlikely to honor the Agreement.
Sociuu is entitled to terminate the Agreement without notice in case of:
Your non-payment of due payments.
Your misuse of the intellectual property rights of Sociuu and/or third parties, including copyright, design rights, patent rights, utility model rights, trademarks etc.
Your publication of material in violation of Dutch or other relevant legislation, cf. paragraph 4.

8. SECRECY

The Parties shall observe confidentiality regarding the information, data and documents exchanged between the Parties and which, by their nature are confidential or where it by delivery of the information is indicated that it is confidential. The Parties agree that the content of this Agreement, except for the GTC, are confidential.
Sociuu is entitled to use you as a reference for marketing purposes in a loyal way after getting your written authorization. Prior written authorization Sociuu is only entitled to include your company name and logo on its public reference list.

9. TERM, CANCELLATION, TERMINATION AND TRANSFERABILITY

The Agreement will have an initial term (the "Initial Term"), and shall – if not terminated 90 days before end of initial term - automatically renew for successive renewal terms (each, a "Renewal Term"), of the length set forth on the first page of the Order Confirmation. If there is no term specified in the Order Confirmation then the length of each such term shall be one (1) year each. The Initial Term and all Renewal Terms are referred to herein collectively as the "Term"

If a force majeure situation has lasted for 30 days from the date the affected Party has announced that force majeure has occurred, the other Party may terminate the Agreement.
Sociuu may transfer rights and obligations under this Agreement to a third party without your accession, provided that it occurs without significant inconvenience to you.

10. GOVERNING LAW AND VENUE

This Agreement shall be governed by, and exclusively construed in accordance with, the laws of The Kingdom of the Netherlands, not taking into account its provisions that may lead to the application of any other substantial law than Dutch law. Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or invalidity thereof shall be settled by the ordinary Dutch courts.