

Algemene voorwaarden Clairify

Definitions

1. Clairify: Clairify B.V., established in Amsterdam, Chamber of Commerce no. 81363729.
2. Customer/Client: the person with whom Clairify has entered into an agreement.
3. Parties: Clairify and customer together.

Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Clairify.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

Offers and quotations

1. Offers and quotations from Clairify are without engagement, unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum period of 2 weeks from its date, unless another acceptance period is stated in the offer or quotation.
3. If the customer does not accept an offer or quotation within the applicable time frame, the offer or quotation will lapse.
4. Offers and quotations do not apply to repeated orders, unless the parties have agreed upon this explicitly and in writing.

Acceptance

1. Upon acceptance of a quotation or offer without engagement, Clairify reserves the right to withdraw the quotation or offer within 3 days after receipt of the acceptance, without any obligations towards the customer.
2. Verbal acceptance of the customer only commits Clairify after the customer has confirmed this in writing (or electronically).

Prices

1. All prices used by Clairify are in euros, exclusive of VAT and exclusive of any other costs such as administration costs, levies, and travel- shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Clairify is entitled to adjust all prices for its products or services at any time.
3. Increases in the cost prices of products or parts thereof, which Clairify could not foresee at the time of making an offer or the conclusion of the agreement, may give rise to price increases.
4. The customer has the right to terminate an agreement as a result of price increase as referred to in paragraph 3, unless the increase is the result of statutory regulation.
5. The price with regard to consulting services is determined by Clairify on the basis of the actual worked hours, costs of product and other costs related to the clients' needs.
6. The service price is calculated according to the usual hourly rates of Clairify, valid for the period in which he/she carries out the work, unless a different hourly rate has been agreed.
7. The Hardware as a Service (HaaS) price is determined by Clairify based on the measurable number of square meters of office space and the building layout.
8. The HaaS price is calculated according to the to the usual monthly fee per square meter of Clairify, valid for the period in which the client uses the software, unless a different monthly rate has been agreed.

9. If the parties have agreed on a total amount for a service provided by Clairify, this is always a target price, unless the parties have explicitly agreed upon in writing on a fixed price, which can not be deviated from.
10. Clairify is entitled to deviate up to 10% of the target price.
11. If the deviation of the target price exceeds 10%, the customer has the right to cancel the part of the order that exceeds the target price deviation by 10%.
12. Clairify has the right to adjust prices annually.
13. Clairify will communicate price adjustments to the customer one month prior to the moment at which the price increase becomes effective.
14. The customer has the right to terminate the contract with Clairify if he/she does not agree with the price increase.

Payment & Consequences of late payment

1. The payment term is 30 days from the invoice date, unless contractually agreed otherwise.
2. If the customer does not pay fully within the payment term, the customer is in default, without the necessity of first sending a notice of default.
3. When the customer is in default, Clairify is entitled to charge an interest rate of 2% per month from the day the customer is in default, whereby a part of a month is counted for a whole month.
4. Clairify is also entitled to charge extrajudicial collection costs when the customer is in default.
5. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
6. If the customer does not pay in time, Clairify may suspend its obligations until the customer has met its payment obligation.
7. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of Clairify on the customer are immediately due and payable.
8. If the customer refuses to cooperate with the performance of the agreement by Clairify, he is still obliged to pay the agreed price to Clairify.

Right of withdrawal of goods

1. As soon as the customer is in default, Clairify is entitled to invoke the right of withdrawal with regard to the unpaid products or services delivered to the customer.
2. Clairify invokes the right of withdrawal by means of a written or electronic announcement.
3. As soon as the customer has been informed of the claimed right of withdrawal, the customer must immediately return the products concerned to Clairify, unless the parties agree to make other arrangements about this.
4. The costs for the collection or return of the products are at expense of the customer.

Suspension of obligations by the customer

The customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

Right of retention

1. Clairify can appeal to its right of retention of title and in that case retain the products sold by Clairify to the customer until the customer has paid all outstanding invoices with regard to Clairify, unless the customer has provided sufficient security for these payments.
2. The right of retention of title also applies on the basis of previous agreements from which the customer still owes payments to Clairify.

3. Clairify is never liable for any damage that the customer may suffer as a result of using his right of retention of title.

Settlement

The customer waives his/her right to settle any debt to Clairify with any claim on Clairify.

Retention of title

1. Clairify remains the owner of all delivered products until the customer has fully complied with all its payment obligations with regard to Clairify under whatever agreement with Clairify including of claims regarding the shortcomings in the performance.
2. Until then, Clairify can invoke its retention of title and take back the goods.
3. Before the property is transferred to the customer, the customer may not pledge, sell, dispose of or otherwise encumber the products.
4. If Clairify invokes its retention of title, the agreement will be dissolved and Clairify has the right to claim compensation, lost profits and interest.

Insurance

1. The customer undertakes measures to insure and keep insured the following items adequately against fire, explosion, (water) damage as well as theft:
 1. goods delivered that are necessary for the execution of the underlying agreement
 2. goods being property of Clairify that are present at the premises of the customer
 3. goods that have been delivered under retention of title
2. At the first request of Clairify, the customer should provide the policy for these insurances for inspection.
3. In case damage because of the circumstances mentioned in paragraph 1, Clairify should be notified immediately.
4. Clairify is entitled to a compensation of the book value of the goods (see paragraph 1), as well as the resulting administrative, service and replacement costs.

Assembly / Installation

1. Although Clairify strives to carry out all assembly and/or installation work as well as possible, it does not bear any responsibility for this, except in case of intent or gross negligence.

Guarantee

1. When parties have entered into an agreement with services included, these services only contain best-effort obligations for Clairify, not obligations of results.
2. The warranty relating to products only applies to defects caused by faulty manufacture, construction or material.
3. The warranty does not apply in the event of normal wear and tear and damage resulting from accidents, changes made to the product, negligence or improper use by the customer, or when the cause of the defect can not clearly be established.
4. The risk of loss, damage or theft of the products that are the subject of an agreement between the parties, will pass on to the customer when these products are legally and/or factually delivered, at least are in the power of the customer or of a third party who receives the product for the benefit of the customer.

Performance of the agreement

1. Clairify executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Clairify has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of the possibly agreed advance by the customer.
4. It is the responsibility of the customer that Clairify can start the implementation of the agreement on time.

5. If the customer has not ensured that Clairify can start the implementation of the agreement in time, the resulting additional costs and/or extra hours will be charged to the customer.

The customers' duty to inform

1. The customer shall make available to Clairify all information, data and documents relevant to the correct execution of the agreement to in time and in desired format and manner.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties unless otherwise ensuing from the nature of the agreement.
3. If and insofar as the customer requests this, Clairify will return the relevant documents.
4. If the customer does not timely and properly provides the information, data or documents reasonably required by Clairify and the execution of the agreement is delayed because of this, the resulting additional costs and extra hours will be charged to the customer.

Duration of the agreement

1. The agreement between Clairify and the customer is entered into for an indefinite period of time unless it results otherwise from the nature of the agreement or the parties have expressly agreed otherwise in writing.
2. If a fixed-term contract has been entered into, it will be tacitly converted into an indefinite contract at the end of the term, unless the customer terminates the contract with due observance of a notice period of 2 months, or if Clairify terminates the agreement with due observance of a notice period of 1 month.
3. If the parties have agreed upon a term for the completion of certain activities, this is never a strict deadline, unless specified explicitly otherwise in writing. If this term is exceeded, the customer must give Clairify a written reasonable term to terminate the activities, before it may either terminate the contract or claim damages.

Cancellation of the contract for an indefinite period of time

1. The customer can terminate an agreement that has been concluded for an indefinite period at any time with due observance of a notice period of 2 months.

Intellectual property

1. Clairify retains all intellectual property rights (including copyright, patent rights, trademark rights, design and design rights, etc.) on all designs, drawings, writings, data carriers or other information, quotations, images, sketches, models, scale models, etc., unless parties have agreed otherwise in writing.
2. The customer may not copy or have copied the intellectual property rights without prior written permission from Clairify, nor show them to third parties and/or make them available or use them in any other way.

Beta Features

1. From time to time we make available certain features and services on the Platform that we are still testing and developing. We will mark these features and services (collectively "Beta Services") as alpha, beta, demo, demonstration, evaluation, trial, early access, or preview (or some other words which impart a similar meaning in the communicated in the preferred language with the customer). You acknowledge that these Beta Services might not function as intended and agree not to use them unless you accept the risks of using pre-release technologies. The Customer has at all times to request status updates on these features.

Confidentiality

1. The client keeps any information he/she receives (in whatever form) from Clairify confidential.

2. The same applies to all other information concerning Clairify of which he/she knows or can reasonably suspect that it is secret or confidential, or of which it can expect that its disclosure may cause damage to Clairify.
3. The customer takes all necessary measures to ensure that he keeps the information referred to in paragraphs 1 and 2 a secret.
4. The obligation of secrecy described in this article does not apply to information:
 1. which was already made public before the customer heard this information or which later became public without being the result of a violation of the customer's duty to confidentiality
 2. which is made public by the customer due to a legal obligation
5. The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years after the end of the agreement.

Penalties

1. If the customer violates the articles of these general terms and conditions about secrecy or intellectual property, then he/she forfeits on behalf of Clairify an immediately due and payable fine of €40.000 for each violation and in addition an amount of 5% of the aforementioned amount for each day that this violation continues.
2. No actual damage, prior notice of default or legal proceedings are required in forfeiting the fine referred to in the first paragraph of this article.
3. The forfeiture of the fine referred to in the first paragraph of this article shall not affect the other rights of Clairify including its right to claim compensation in addition to the fine.

Indemnity

The customer indemnifies Clairify against all third-party claims that are related to the products and/or services supplied by Clairify.

Complaints

1. The customer must examine a product or service provided by Clairify as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Clairify of this as soon as possible, but in any case within 1 month after discovery of the shortcomings.
3. Customers must inform Clairify of this within two months after detection of the shortcomings.
4. The customer gives a detailed description as possible of the shortcomings, so that Clairify is able to respond adequately.
5. The customer must demonstrate that the complaints relate to an agreement between the parties.
6. If a complaint relates to ongoing work, this can in any case not lead to Clairify being forced to perform other work than has been agreed.

Giving notice

1. The customer must provide any notice of default to Clairify in writing.
2. It is the responsibility of the customer that a notice of default reaches Clairify (in time).

Joint and several Client liabilities

If Clairify enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Clairify under that agreement.

Liability of Clairify

1. Clairify is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Clairify is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.

3. Clairify is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If Clairify is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website, in a phone call or in a catalog are only indicative and are only approximate and can not lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiry period

Every right of the customer to compensation from Clairify shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 of the Dutch Civil Code.

Dissolution

1. The customer has the right to dissolve the agreement if Clairify immutably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by Clairify is not permanent or temporarily impossible, dissolution can only take place after Clairify is in default.
3. Clairify has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his/her obligations under the agreement, or if circumstances give Clairify good grounds to fear that the customer will not be able to fulfill his/her obligations properly.

Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Clairify in the fulfillment of any obligation to the customer cannot be attributed to Clairify in any situation independent of the will of Clairify, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Clairify.
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, delivery men or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Clairify cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Clairify can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Clairify does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of force majeure situation.

Modification of the agreement

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

Changes in the general terms and conditions

1. Clairify is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.

3. Major changes in content will be discussed by Clairify with the customer in advance as much as possible.
4. Customers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

Transfer of rights

1. The customer can not transfer its rights deferring from an agreement with Clairify to third parties without the prior written consent of Clairify.
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

Consequences of nullity or annullability

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Clairify had in mind when drafting the conditions on that issue.

Applicable law and competent court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Clairify is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

Updated on February 19th, 2021.

Privacyverklaring

Clairify B.V., hierna te noemen, Clairify, gevestigd aan Westerlengte 99, 1034 TA, Amsterdam, is verantwoordelijk voor de verwerking van persoonsgegevens zoals weergegeven in deze privacyverklaring.

Contactgegevens:

Clairify B.V.

Het Lentfert 51, 7547 SN, Enschede

<https://clairify.io/>

+31657378748

Tibor Casteleijn is de Functionaris Gegevensbescherming van Clairify. Hij/zij is te bereiken via

tibor@clairify.io.

Persoonsgegevens die wij verwerken

Clairify verwerkt je persoonsgegevens doordat je gebruik maakt van onze diensten en/of omdat je deze gegevens zelf aan ons verstrekt.

Hieronder vind je een overzicht van de persoonsgegevens die wij verwerken:

- Telefoonnummer
- E-mailadres
- IP-adres
- Overige persoonsgegevens die je actief verstrekt, bijvoorbeeld in correspondentie en telefonisch
- Gegevens over jouw activiteiten op onze website
- Internetbrowser en apparaattype

Bijzondere en/of gevoelige persoonsgegevens die wij verwerken

Onze website en/of dienst heeft niet de intentie gegevens te verzamelen over websitebezoekers die jonger zijn dan 16 jaar. Tenzij ze toestemming hebben van ouders of voogd. We kunnen echter niet controleren of een bezoeker ouder dan 16 is. Wij raden ouders dan ook aan betrokken te zijn bij de online activiteiten van hun kinderen, om zo te voorkomen dat er gegevens over kinderen verzameld worden zonder ouderlijke toestemming. Als je er van overtuigd bent dat wij zonder die toestemming persoonlijke gegevens hebben verzameld over een minderjarige, neem dan contact met ons op via info@clairify.io, dan verwijderen wij deze informatie.

Met welk doel en op basis van welke grondslag wij persoonsgegevens verwerken

Clairify verwerkt jouw persoonsgegevens voor de volgende doelen:

- Het afhandelen van jouw betaling
- Verzenden van onze nieuwsbrief en/of reclamefolder
- Je te kunnen bellen of e-mailen indien dit nodig is om onze dienstverlening uit te kunnen voeren
- Je te informeren over wijzigingen van onze diensten en producten
- Om goederen en diensten bij je af te leveren
- Clairify analyseert jouw gedrag op de website om daarmee de website te verbeteren en het aanbod van producten en diensten af te stemmen op jouw voorkeuren.
- Clairify verwerkt ook persoonsgegevens als wij hier wettelijk toe verplicht zijn, zoals gegevens die wij nodig hebben voor onze belastingaangifte.

Geautomatiseerde besluitvorming

Clairify neemt niet op basis van geautomatiseerde verwerkingen besluiten over zaken die (aanzienlijke) gevolgen kunnen hebben voor personen. Het gaat hier om besluiten die worden genomen door computerprogramma's of -systemen, zonder dat daar een mens (bijvoorbeeld een medewerker van Clairify) tussen zit.

Hoe lang we persoonsgegevens bewaren

Clairify bewaart je persoonsgegevens niet langer dan strikt nodig is om de doelen te realiseren waarvoor je gegevens worden verzameld. Wij hanteren de volgende bewaartermijnen voor de volgende (categorieën) van persoonsgegevens:

(Categorie) persoonsgegevens > Bewaartermijn > Reden

Bij gebruik contactformulier: Naam, e-mail, telefoonnummer, inhoud van bericht > Tot een jaar na laatste contact > Om contact op te kunnen nemen naar aanleiding van een bericht.

Bij leveren diensten van Clairify: Naam contactpersoon bedrijf, telefoonnummer, email > Tot een jaar na het opzeggen van dienst van dienst > Om contact op te kunnen nemen over de tevredenheid van de geleverde dienst en aanbieden van nieuwe producten en diensten

Delen van persoonsgegevens met derden

Clairify verkoopt jouw gegevens niet aan derden en zal deze uitsluitend verstrekken indien dit nodig is voor de uitvoering van onze overeenkomst met jou of om te voldoen aan een wettelijke verplichting. Met bedrijven die jouw gegevens verwerken in onze opdracht, sluiten wij een bewerkersovereenkomst om te zorgen voor eenzelfde niveau van beveiliging en vertrouwelijkheid van jouw gegevens. Clairify blijft verantwoordelijk voor deze verwerkingen.

Cookies, of vergelijkbare technieken, die wij gebruiken

Clairify gebruikt functionele, analytische en tracking cookies. Een cookie is een klein tekstbestand dat bij het eerste bezoek aan deze website wordt opgeslagen in de browser van je computer, tablet of smartphone. Clairify gebruikt cookies met een puur technische functionaliteit. Deze zorgen ervoor dat de website naar behoren werkt en dat bijvoorbeeld jouw voorkeursinstellingen onthouden worden. Deze cookies worden ook gebruikt om de website goed te laten werken en deze te kunnen optimaliseren. Daarnaast plaatsen we cookies die jouw surfgedrag bijhouden zodat we op maat gemaakte content en advertenties kunnen aanbieden. Bij jouw eerste bezoek aan onze website hebben wij je al geïnformeerd over deze cookies en hebben we je toestemming gevraagd voor het plaatsen ervan. Je kunt je afmelden voor cookies door je internetbrowser zo in te stellen dat deze geen cookies meer opslaat. Daarnaast kun je ook alle informatie die eerder is opgeslagen via de instellingen van je browser verwijderen. Zie voor een toelichting: <https://veiliginternetten.nl/themes/situatie/cookies-wat-zijn-het-en-wat-doe-ik-ermeel/> Op deze website worden ook cookies geplaatst door derden. Dit zijn bijvoorbeeld adverteerders en/of de sociale media-bedrijven.

Hieronder een overzicht:

Cookie: Googly Analytics

Naam: _utma

Functie: Analytische cookie die websitebezoek meet

Bewaartermijn: 2 jaar

Gegevens inzien, aanpassen of verwijderen

Je hebt het recht om je persoonsgegevens in te zien, te corrigeren of te verwijderen. Daarnaast heb je het recht om je eventuele toestemming voor de gegevensverwerking in te trekken of bezwaar te maken tegen de verwerking van jouw persoonsgegevens door Clairify en heb je het recht op gegevensoverdraagbaarheid. Dat betekent dat je bij ons een verzoek kan indienen om de persoonsgegevens die wij van jou beschikken in een computerbestand naar jou of een ander, door jou genoemde organisatie, te sturen. Je kunt een verzoek tot inzage, correctie, verwijdering, gegevensoverdraging van je persoonsgegevens of verzoek tot intrekking van je toestemming of bezwaar op de verwerking van jouw persoonsgegevens sturen naar info@clairify.io. Om er zeker van te zijn dat het verzoek tot inzage door jou is gedaan, vragen wij jou een kopie van je identiteitsbewijs met het verzoek mee te sturen. Maak in deze kopie je pasfoto, MRZ (machine readable zone, de strook met nummers onderaan het paspoort), paspoortnummer en Burgerservicenummer (BSN) zwart. Dit ter bescherming van je privacy. We reageren zo snel mogelijk, maar binnen vier weken, op jouw verzoek. Clairify wil je er tevens op wijzen dat je de mogelijkheid hebt om een klacht in te dienen bij de nationale toezichthouder, de Autoriteit Persoonsgegevens. Dat kan via de volgende link:

<https://autoriteitpersoonsgegevens.nl/nl/contact-met-de-autoriteit-persoonsgegevens/tip-ons>



Hoe wij persoonsgegevens beveiligen

Clairify neemt de bescherming van jouw gegevens serieus en neemt passende maatregelen om misbruik, verlies, onbevoegde toegang, ongewenste openbaarmaking en ongeoorloofde wijziging tegen te gaan. Als jij het idee hebt dat jouw gegevens toch niet goed beveiligd zijn of er aanwijzingen zijn van misbruik, neem dan contact op met onze klantenservice of via info@clairify.io.