General Terms and Conditions

v1.06

Version changes
V1.06: Updated, see this link for an overview of all changes

All ZooEasy legal documents are only available in Dutch and English.

Section 1: Definitions
In this Agreement, the terms indicated below with an initial capital letter shall have the following meanings (written in both singular and plural):

1. GDPR: the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
2. Contracting party: the person or organization that has concluded an Agreement with ZooEasy or submits an application for that purpose.
3. Data: the data entered by a User via the Service.
4. Service: the, whether or not for payment, making available and maintenance of the Software on the Server by ZooEasy on behalf of the Contracting party as well as the development of Custom-made Software.
5. Documentation: the user-directed manuals for the purpose of using the Software.
6. Shortcoming: a demonstrable shortcoming in the Software with regard to the characteristics therefore agreed upon in the Specifications.
7. User: the person who actually uses the Service.
8. Conditions of Use: the terms and conditions applicable to the Software User.
9. Intellectual property rights: all rights of intellectual property and rights related therewith such as copyright, trade mark right, patent right, design right, trade name right, database right and neighboring rights as well as rights on know-how and to performances on a par with patentable inventions.
10. Custom-made Software: software developed by order of the Contracting party.
11. Agreement: the agreement between the Parties relating to the Service, including these Terms, the Conditions of Use and/or any other terms, conditions, provision or expression declared legally applicable to the legal relationship between the Parties in accordance with the Terms.
12. Party: each party in the Agreement.
13. Parties: ZooEasy and the Contracting party jointly.
14. Privacy regulations: the regulations of ZooEasy, in which ZooEasy informs the User (among other things) which personal data is processed, for which purpose this processing takes place and how long the personal data is stored.
15. Software: the ZooEasy Online software, including new versions and Custom-made Software.

16. Server: a computer managed by or on behalf of ZooEasy with on it the web-server software that is accessible from the internet.
17. Specifications: the functionality and operation of the Software or Custom-made Software described in the Agreement.
18. Processing Terms: the terms regulating the rights and obligations with respect to the processing of personal data, as referred to in Section 28 paragraph 3 of the GDPR.
19. Conditions: the current general conditions of ZooEasy, which are part of the Agreement.
20. Website: the websites under the domain name www.zooeasy.com and www.zooeasyonline.com and any associated subdomain names.
21. ZooEasy: the firm Reudink Software BV, KvK number 68800665.

Section 2: Applicability

2.1 These Conditions are applicable to all Agreements and all (legal) actions between Parties, also when those (legal) actions do not lead to, or are not related to, an Agreement.
2.2 The Conditions are also applicable to each use of the Website by the Contracting party.
2.3 The applicability of any (general) terms and conditions used by the Contracting party is excluded.

Section 3: Communication

3.1 Every communication between ZooEasy and the Contracting party can occur electronically unless deviation is made from this in these Conditions and/or the Agreement and/or the law.
3.2 If the Contracting party acts in the exercise of a profession or business, the by ZooEasy received or stored version of the communication concerned counts as evidence thereof, subject to evidence to the contrary by the Contracting party.
3.3 The electronic communication sent by ZooEasy is considered to be received on the day of the sending, unless the contrary is proven by the Contracting party. If the communication has not been received as a result of delivery and/or accessibility problems with regard to the e-mailbox of the Contracting party, this is at the risk of the Contracting party, also if the e-mailbox is housed by a third party.

Section 4: Conclusion of Agreement

4.1 Statements by ZooEasy with regard to the provision of the Service count as an invitation to the making of an offer. Unless a separate written agreement is concluded, the Agreement is established by the confirmation of the order of the Contracting party by ZooEasy.

Section 5: Service(s)

5.1 Before a User can make use the Software, he is required to accept the Conditions of Use, which are handed to him when he logs in and are also available on the Website.
5.2 ZooEasy provides the Contracting party with the agreed upon number of usernames and passwords for the purpose of the Service. The Contracting party is allowed to distribute the usernames and passwords to Users under the condition that the Users accept the Conditions of use. Non-acceptance of the Conditions of use by a User will never lead to restitution of money already paid by the Contracting party.

5.3 The responsibility regarding Data entered by Users lies with the Contracting party.

5.4 ZooEasy has the right to modify the Software from time to time in order to improve the functionality, to remove unnecessary or unsupported links and/or functionalities, to repair Shortcomings or to comply with rules determined by or under the law. ZooEasy will make every effort to solve possible Shortcomings in the Software, but cannot guarantee that all Shortcomings will be repaired. If a modification leads to a change in the functionality, ZooEasy will inform the Contracting party of this prior to the modification. Because the Service is delivered to multiple Contracting parties, it is not possible to waive a certain modification for Contracting party only. The Documentation of the current version of the Software will always be available to the User on the Server in electronic form.

5.5 All activities to be carried out by ZooEasy (including but not limited to the Service) are carried out on the basis of an obligation to perform to the best of one's ability, unless and as far as in the Agreement ZooEasy has explicitly promised a result and the result concerned is also described with sufficient certainty. Any agreements about the service level are always only explicitly agreed upon in writing.

Section 6: Availability and Maintenance

6.1 ZooEasy has the right to temporarily put the Service (planned and unplanned) out of use for the purpose of maintenance, modification, improvement or security of the Website, the Software and/or the Server of ZooEasy. ZooEasy will inform the Contracting party of the planned closedown in a timely manner in advance. ZooEasy will never be held liable for any compensation towards the Contracting party due to the closedown of the Service as indicated in this paragraph.

6.2 ZooEasy will make every effort to make the agreed upon Service function properly and strives for the highest possible availability, quality and security of the Service. However, ZooEasy does not give any guarantee in this respect. Under availability it is understood that the Server is accessible from the Internet on the URL provided to the Contracting party and that the Software actually runs on the Server. Under availability, the existence of a working point-to-point connection between the systems of the Contracting party and the Server is thus not understood. ZooEasy is not responsible for a working point-to-point connection between the systems of the Contracting party and the Server.

6.3 If the Service is not available for longer than a continuous period of one (1) month due to the fault of ZooEasy, the Contracting party is entitled to a refund of the prepaid annual fees in proportion to the period that the Service has not been available.

Section 7: Support

7.1 ZooEasy will support the Contracting party with the use of the Service. The support is provided both by telephone and e-mail. ZooEasy will make every effort to answer questions adequately and within three (3) working days. However, ZooEasy cannot guarantee the accuracy and/or completeness of the answers.

7.2 The Contracting party shall designate individuals within its organization who are qualified to serve as support contacts.

7.3 Unless otherwise agreed upon in a separate agreement, ZooEasy will not provide support activities at the business location of the Contracting party.

Section 8: Prices and Payment

8.1 The Contracting party owes ZooEasy the price stated in the Agreement for the Services ordered by the Contracting party. Payment takes place in the manner indicated in the Agreement, without prejudice to the provisions in section 8.6.

8.2 Prices are excluding VAT and other government taxes, unless indicated otherwise.

8.3 The prices stated on the ZooEasy website and in advertising can be changed without prior announcement.

8.4 In case the Contracting party pays by invoice, which is exclusively possible after ZooEasy has offered the Contracting party that possibility, the Contracting party is required to pay within fourteen (14) days of receipt of the invoice, unless another term is stated by ZooEasy. An electronically sent invoice is considered to be received on the day of sending. Invoices sent by post are considered to be received within two (2) working days after postmark in the Benelux and within five (5) working days after postmark in other countries.

8.5 In case of late payment, ZooEasy has the right: 1) to charge the legal interest over the entire payable amount from the date on which payment should have taken place up to the date on which the payable amount is received by ZooEasy, without the need for a notice of default or notification; and 2) after ZooEasy has sent the Contracting party a notice of default with a reasonable period to still proceed to payment and payment has not been made, to transfer the claim for collection to a third party. The Contracting party will reimburse all costs that ZooEasy and this third party have to make in order to collect the payable amount, including among others costs for legal assistance, legal costs and extrajudicial costs, the latter with a minimum of fifteen percent (15%) of the outstanding sum.

8.6 ZooEasy is authorized to suspend or limit the access to and the use of the Service or her Service provision until the entire outstanding payment has been received by her. The obligation of the Contracting party to pay the fees will continue to exist throughout the period of closedown. If the Contracting party finally fulfills, costs for reconnection are owed by the Contracting party.

8.7 Per January 1 of each calendar year, the fees payable for the Service are indexed on the basis of the change in the monthly price index number according to the index number "Collective Labor Agreement wages for the private sector, contractual wage costs and working hours; index number", published by Statistics Netherlands. In addition, ZooEasy is authorized to pass on price increases of suppliers in the Service.

Section 9: Intellectual Property Rights

9.1 The Intellectual Property Rights on the Software which ZooEasy makes available as part of the Agreement, remain with ZooEasy or with third parties of whom ZooEasy has obtained the right to make (a part of) this Software available to the Contracting party.

9.2 If, by the judgment of ZooEasy, it is plausible that it is determined that Software made available by ZooEasy under the Agreement violates any right of a third party, ZooEasy is authorized, by own choice, 1) to ensure that the Contracting party can continue to make use of the Software made available, or 2) to discontinue the delivery of the Services concerned against payment of a reasonable reimbursement for the use thereof and possible refunding of the excess, or 3) to make available equivalent Software, to the reasonable judgment of

ZooEasy. Any further liability, obligation to further compliance or obligation for compensation is hereby excluded.

9.3 The Contracting party guarantees that he, if and as far as materials or data are made available by him as part of the Agreement to ZooEasy, is authorized to do so and that these materials and data do not infringe the rights of third parties.

9.4 Unless provided for by mandatory law or permitted in the Agreement, the Contracting party may not use the Software made available, including Documentation, as a basis for the manufacture of new software or to duplicate, decompile, apply reverse-engineering to it, translate, adapt or perform similar actions as above. Furthermore, it is not permitted to remove or bypass security measures or technical (user) limitations of the Software.

9.5 ZooEasy has a right to use the Data for the (improvement/complementation/adaptation of the) Service, including for future aspects thereof. This use includes own (statistical) research, testing and marketing purposes under the condition that the Data is anonymized before it is used.

9.6 Any Data, about which the User expressly indicates that it is confidential, is excluded from the right of use from the previous paragraph.

Section 10: Privacy

10.1 The responsibilities and obligations under the GDPR for ZooEasy and the User are stated in the Data Processing Terms and the Privacy statement, which are explicitly applicable to the (offer of the) Service.

Section 11: Right of withdrawal

11.1 This section shall apply only if the Contracting party is a natural person, not acting in the exercise of his profession or business.

11.2 The Contracting party has the right to revoke the Agreement within a period of fourteen (14) days without giving reasons. The withdrawal period expires fourteen (14) days after the day on which the Contracting party has purchased the Service.

11.3 In order to exercise the right of withdrawal, the Contracting party must inform ZooEasy via an unambiguous statement (in writing or by e-mail) that he wishes to revoke the Agreement.

11.4 If the Contracting party revokes the Agreement, the Contracting party will receive all payments made by the Contracting party up to that point in connection with the Agreement back from ZooEasy within fourteen (14) days after ZooEasy has been informed of the decision to revoke the Agreement. ZooEasy will repay the Contracting party with the same means of payment with which the Contracting party has carried out the original transaction, unless the Contracting party has expressly agreed otherwise; in any case, no costs will be charged for such repayment.

11.5 The Contracting party is obliged to pay the costs which are proportionate to the use of the service provision taken up to that point. ZooEasy has the right to calculate this compensation on the basis of the executed Service.

Section 12: Liability

12.1 The total liability of ZooEasy on account of attributable shortcoming is limited per incident to reimbursement of direct damage up to the fees (excluding VAT) actually paid by

the Contracting party in the current calendar year, whereby applies that a series of connected incidents is viewed as one (1) incident. In no case, however, will the total compensation for direct damage amount to more than the amount paid by the liability insurer of ZooEasy in such a case. Under direct damage is exclusively understood:

a. reasonable costs which the Contracting party would have to make in order to let the performance of ZooEasy comply with the Agreement; however, this substitute damage is not compensated if the Agreement is dissolved by, or is dissolved at the claim of, the Contracting party.

b. reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of these Conditions;

c. reasonable costs incurred to prevent or limit damage, to the extent that the Contracting party demonstrates that these costs have resulted in limitation of direct damage within the meaning of these Conditions.

12.2 The liability of ZooEasy for damage through death or physical injury or because of material damage to goods, never amounts in total to more than is paid out by the liability insurer of ZooEasy.

12.3 Liability of ZooEasy for indirect damage or consequential damage due to loss of sales or profit, missed savings, diminished goodwill, damage by business stagnation, damage as a result of claims by buyers of the Contracting party, mutilation or loss of Data, a Defect, an error in the Software and/or the Service or an otherwise incorrect or non-functioning of the software, as a result of which for example but not exclusively an incorrect breeding result is created and all other forms of damage other than those mentioned in section 12.1 and 12.2, for whichever reason, is excluded.

12.4 The limitations mentioned in previous paragraphs of this section are cancelled if and as far as the damage is the result of intentional or conscious recklessness of ZooEasy or its managers.

12.5 The liability of ZooEasy due to attributable shortcoming only arises if the Contracting party has declared ZooEasy in default in writing without delay, yet at the latest within four (4) weeks of the occurrence of the shortcoming and has thereby given ZooEasy a reasonable period to repair the shortcoming, and ZooEasy subsequently does not repair the shortcoming within that period. The notice of default needs to contain a description of the shortcoming that is as detailed as possible, so that ZooEasy will be able to react adequately.

12.6 ZooEasy indemnifies the Contracting party against claims of third parties stating that Services delivered under the Agreement violate Intellectual Property Rights in the Netherlands or are otherwise unlawful, on the condition that the Contracting party immediately informs ZooEasy of the existence and content of such claims and that the Contracting party gives ZooEasy full freedom in the execution of negotiations about that and/or the reaching of a settlement and/or the execution of defense in a possible legal proceeding. If, and as far as required, the Contracting party hereby grants ZooEasy an irrevocable power of attorney for the execution of defense in and out of court against such claims and the reaching of a settlement. The Contracting party commits to the providing of all information and cooperation to ZooEasy that is reasonably required for this. The indemnification obligation of ZooEasy is no longer valid if and as far as the alleged infringement is caused by modifications in the delivered Services that are carried out by the

Contracting party or on behalf of the Contracting party by a third party, by the use of Software in combination with Software not delivered by ZooEasy or as a result of use in a different manner than that for which the delivered Services are developed or intended. The amount of damage is limited in the same manner as described in Section 12.1.

Section 13: Force Majeure

13.1 A Party is not obliged to fulfill one or more obligations if it is prevented from doing so as a result of force majeure. Force majeure includes, among other things, a shortcoming of engaged third parties or suppliers, as well as any situation over which the Party in question cannot actually exercise (decisive) control (including power failures, failure of the internet connection, failures in the network or computer of the Party in question).

13.2 The existence of a force majeure situation does not affect mutually existing payment obligations.

13.3 As soon as it is clear that the force majeure situation will last longer than three (3) months, the other Party has the right to terminate this Agreement, without being liable for damages. Prepaid reimbursements will in that case be settled pro rata.

Section 14: Confidentiality

14.1 If and as far as confidential information of a Party becomes the knowledge of the other Party in the execution of the Agreement, this receiving Party will only use this information for the execution of this Agreement and limit access to that information to people who need to become acquainted with it for that goal. Parties are responsible for ensuring that these people are obliged to confidentiality of this confidential information through an employment contract and/or a confidentiality agreement.

14.2 Confidential information does not include information that was already in the public domain at the time it came to its knowledge or subsequently became so, or that the receiving Party also received from a third party without being subject to a confidentiality obligation or that third party was obliged to do so.

14.3 No obligation of confidentiality exists pursuant to an obligation to disclose under or by virtue of a statutory provision.

Section 15: Duration and termination

15.1 The Agreement is entered into for a period of one (1) month or one (1) year and thereafter automatically renewed for the same period.

15.2 The Contracting party may terminate the Agreement subject to one (1) month's notice.

15.3 In case of (provisional) suspension of payment, bankruptcy, closing down or liquidation of the company of the Contracting party or violation of section 6 of the Conditions, ZooEasy has the right to wholly or partly dissolve this Agreement without ZooEasy being liable for compensation.

15.4 In case a dissolution occurs as indicated in paragraph 3, all claims of ZooEasy on the Contracting party are immediately and completely claimable. The Contracting party is obliged to take the necessary measures in order to give ZooEasy the opportunity to effectuate her rights.

15.5 In the event of a dissolution or termination referred to in this section, the following provisions of the Terms shall continue to apply after the end of the Agreement:

- prices and payment (section 8);
- intellectual property rights (section 9);
- liability (section 12);
- confidentiality (section 14).

These provisions remain applicable as long as ZooEasy can reasonably lay claim to their continued existence.

15.6 ZooEasy is authorized to terminate (a form of offering of) the Service, with due observance of a reasonable period of time, if technical or business economic reasons make this necessary. Existing Agreements will end at the latest as of the date on which the service provision is terminated. In that case ZooEasy will offer a substitute service where possible.

15.7 ZooEasy has the right to cancel the Agreement with observance of a reasonable period of time, if technical or business economic reasons make this necessary, such at the discretion of ZooEasy.

15.8 In the event of termination of the Service, the parties will immediately enter into consultation regarding the (manner of) transfer of Data, the service and/or other management measures.

15.9 All activities carried out by ZooEasy as part of the preceding paragraph are charged on the basis of subsequent calculation at the then current rates.

15.10 If the Contracting party uses a Forever Free subscription to the Service, ZooEasy will delete the Data if the Contracting party does not log in to the Service for longer than six (6) months.

15.11 If the Contracting party uses a subscription form to the Service other than Forever Free, ZooEasy will delete the Data if the Contracting party does not log in to the Service for more than twelve (12) months after the expiration date.

Section 16: Amendments and supplements

16.1 Modifications of and additions to any provision in the Agreement shall be valid only if agreed in writing and/or electronically. The foregoing applies as an agreement of evidence if the Contracting party acts in the exercise of a profession or business. If a modification and/or addition as indicated in this section paragraph is agreed upon, this modification or adjustment only applies to the Agreement concerned.

16.2 ZooEasy can modify these Conditions and/or the rates of the Service one-sidedly and declare the modified conditions applicable to the existing Agreement. In case of modification of these Conditions and/or rates or a modification in the functionality as indicated in section 5.4 occurs, the Contracting party is authorized to terminate the Agreement, in deviation from that determined in section 15, within three (3) months of sending the (electronic) notification of the modification if the new Conditions and/or rates are substantially to the disadvantage of the Contracting party or lead to a service provision that substantially deviates from the service provision as it applied prior to the modification. Annual fees already paid in advance shall be refunded pro rata. The Contracting party is not authorized to dissolve the Agreement in accordance with this section if the change was necessary in order to comply with rules laid down by or pursuant to law.

16.3 Termination of the Agreement by the Contracting party due to rate changes as referred to in the previous paragraph is possible only if the rate increase exceeds five percent (5%).

Section 17: Other provisions

17.1 Dutch law shall apply to these Conditions as well as to all Agreements. The regulation with regard to general conditions in the Civil Code remains, as far as legally possible, inapplicable in the relationship with Contracting parties, not being consumers, from outside the Netherlands.

17.2 The stipulations in these Conditions and the Agreement jointly determine the legal relationship between Parties and replace all previously made agreements or statements by ZooEasy with regard to the subject matter of the Agreement. This counts as an agreement in evidence if the Contracting party acts in the exercise of a profession or business.

17.3 Unless it would be unacceptable according to standards of reasonableness and fairness, for the interpretation of the Agreement, the wording will be decisive in the first instance. If the wording, also considered in connection to one another, cannot lead to a reasonable interpretation in the given circumstances, the reasonable (commercial) intentions of the parties will count as a standard for interpretation. Counter evidence against not prima facie unclear wording, as well as evidence aimed at other sources of explanation than the reasonable commercial intentions of the parties, is not permitted. The provisions of this section paragraph counts as an agreement of proof and only to the Contracting party acting in the course of a profession or business.

17.4 ZooEasy is allowed to bring in third parties in the execution of the Agreement according to own insight.

17.5 ZooEasy is allowed to transfer rights and obligations from the Agreement to third parties and will inform the Contracting party thereof. If the transfer of obligations to a third party is reasonably unacceptable to the Contracting party, the Contracting party has the right to cancel the Agreement within five (5) days of receipt of said notification.

17.6 If any provision in these Conditions is found to be invalid, void or otherwise unenforceable, this shall not affect the validity of the Conditions as a whole. In this case the parties will determine (a) new provision(s) to replace it, which will give shape to the intention of the original provision as much as legally possible.

17.7 In the event of a conflict between the Dutch version of these Terms and Conditions and any translation thereof, the Dutch version shall prevail.

17.8 In so far as national or international rules of law do not imperatively dictate otherwise, all disputes between Parties shall be submitted to the competent court in the district of Groningen.

Additional terms regarding custom-made products and additional work
The terms stated in this paragraph are applicable, in addition to the previously stated terms, if ZooEasy develops Custom-made Software, as well as in case of additional work.

Section 18: Custom-made products

18.1 Upon agreement, Parties will specify in writing which Custom-made Software will be developed and in which manner this will occur. The Contracting party is responsible for the accuracy, completeness and consistency of the data provided by him. ZooEasy will make every effort to execute the development of the Custom-made Software in accordance with the Specifications.

18.2 ZooEasy will make a proper effort to observe the agreed upon (delivery) terms as much as possible. The single exceeding of a stated or agreed upon (delivery) date does not make ZooEasy in default. ZooEasy is first in default due to exceeding of the allotted time after the Contracting party has declared ZooEasy in default in writing and has thereby given ZooEasy a reasonable period to still comply.

18.3 After ZooEasy has completed the development of the Custom-made Software, Parties will jointly evaluate the Custom-made Software on the basis of the Specifications.

18.4 After evaluation of the Custom-made Software, the Contracting party shall accept the Custom-made Software by means of a signed declaration to that effect.

18.5 Acceptance of the Custom-made Software may not be withheld on any grounds other than those relating to the explicitly agreed upon Specifications between the Parties and, furthermore, not on account of the existence of small defects, that reasonably do not prevent the operational or productive commissioning of the Custom-made Software, nor on account of aspects of the software that can only be assessed subjectively, such as the design of the user interfaces.

Section 19: Additional work

19.1 If ZooEasy has carried out activities or other performances that lie outside the Agreement at the request of the Contracting party, these activities or performances will be compensated by the Contracting party on the basis of subsequent calculation according to the rates of ZooEasy applicable at that time. Additional work is also in question if a design or Specifications are expanded. On the execution of additional work, the Conditions are explicitly applicable.