LEGAL

Our terms and conditions, explained

These outline how we operate and what you can expect from us. It's all about keeping things transparent and respectful.

Backbone Group B.V. (trading under the name Backbone Customer Service)

CHAPTER I – GENERAL PROVISIONS

Article 1. Definitions

In these general terms and conditions, the following terms shall have the meanings set out below:

1. BCS: the company as further defined in Article 2 of these general terms and conditions;

2. Client: the customer or counterparty with whom BCS has entered into an Agreement or with whom BCS is negotiating the conclusion of an Agreement;

3. Agreement: any agreement or assignment between BCS and the Client for the provision of Services by BCS to the Client;

4. Service(s): all services offered and provided by BCS, including but not limited to customer service outsourcing (via email, chat and phone), webshop support, order and return processing, dispute handling, consultancy services, and the management and operation of helpdesk and ticketing systems;

5. Ticket(s): any individual customer inquiry, request, issue or support interaction handled by BCS, regardless of the communication channel used, including but not limited to e-mail, chat, phone, contact forms, social media or other communication channels, provided that all communication relating to one subject shall be considered a single Ticket;

6. Active Ticket Period: the period of 48 (forty-eight) consecutive calendar hours following the resolution of a Ticket, during which any follow-up communication relating to the same subject shall not be considered a new Ticket;

7. End-Customer(s): any customer, user or Third Party who contacts the Client and whose inquiries are handled by BCS as part of the Services;

8. System(s): all software, platforms, tools and infrastructure used in connection with the Services, including but not limited to ticketing systems (such as Zendesk), communication tools and integrations with Client systems;

9. Party/Parties: BCS and the Client jointly or each individually;

10. Written/in Writing: communication by email;

11. Third Party/Parties: any natural or legal person who is not a Party to the Agreement.

Article 2. Identity of BCS

Name of company: Backbone Group B.V., trading under the name “Backbone Customer Service”

Registered address: Trasmolenlaan 12

Postal code and city: 3447 GZ Woerden, Netherlands

Chamber of Commerce number (KvK): 83334963

Article 3. General Provisions

1. These general terms and conditions apply to all offers, quotations, activities and (legal) acts of BCS, as well as to every Agreement concluded between BCS and the Client.

2. These general terms and conditions shall be made available to the Client electronically prior to or at the time of entering into the Agreement in such a way that they can be stored by the Client on a durable data carrier.

3. The applicability of any general terms and conditions of the Client or of Third Parties is expressly rejected, unless otherwise agreed in Writing.

4. Deviations from or additions to these general terms and conditions shall only be valid if expressly agreed in Writing between the Parties.

5. If BCS does not require strict compliance with these general terms and conditions at all times, this shall not mean that the provisions thereof do not apply or that BCS loses the right to require strict compliance in other cases.

6. If and to the extent that any provision of these general terms and conditions is found to be invalid, unenforceable or unreasonably burdensome, the remaining provisions shall remain in full force and effect, and the relevant provision shall be interpreted or replaced by a valid provision that most closely reflects the original intent.

7. BCS shall perform the Services on a best-efforts basis. BCS does not guarantee that any specific results will be achieved. Any agreed service levels, response times or performance indicators shall also be considered best-efforts obligations, unless explicitly agreed otherwise in Writing.

8. BCS shall be entitled to engage Third Parties in the performance of the Agreement, including but not limited to (freelance) personnel, including those located outside the Netherlands.

9. BCS shall be entitled to determine the manner in which the Services are performed, including the use of Systems, workflows, automation and AI Systems.

10. The applicability of Articles 7:404 and 7:407(2) of the Dutch Civil Code (Burgerlijk Wetboek) is expressly excluded.

Article 4. Client responsibilities & Scope of Services

1. The handling of PSP disputes, such as disputes with PayPal, Klarna, Stripe, or Shopify Payments, applies only to orders placed after the agreed onboarding date. Disputes related to earlier orders fall outside the scope of BCS due to the lack of visibility into prior communications. BCS will handle the necessary communication and provide supporting documentation for the Client's defense. However, the outcome of a dispute largely depends on factors beyond BCS' control, such as:

a. Timeliness and accuracy of deliveries made by the Client;

b. Product quality and the fulfillment of promises made to customers;

c. Completeness and transparency of information on the Client's website (e.g., delivery times, return policies, and contact details);

d. Timely response to customer inquiries by the Client prior to the dispute;

e. Availability of supporting evidence from the Client (e.g., tracking information or shipping confirmations);

f. Compliance by the Client with the terms and conditions of the relevant payment provider.

2. BCS will operate within the Client's return and refund policies. The Client remains ultimately responsible for setting the return policy, correctly refunding customers, and providing the necessary access to systems required for these processes. BCS will advise on potential optimizations in the return and refund process as needed.

Article 5. Offers

1. If an offer has a limited period of validity or is made subject to specific conditions, this shall be explicitly stated in the offer.

2. All quotations and offers issued by BCS shall be non-binding, unless explicitly stated otherwise in Writing. BCS shall be entitled to revoke a non-binding offer even after acceptance, provided that such revocation takes place without undue delay.

3. The offer shall contain a description of the Services offered and, where applicable, the scope, duration and method of execution thereof. This description shall be sufficiently detailed to enable the Client to properly assess the offer.

4. Obvious errors or mistakes in the offer, including but not limited to typographical errors, calculation errors or incorrect pricing, shall not be binding on BCS.

5. If the Services are offered in whole or in part on the basis of a price per Ticket, the offer shall, where applicable, specify the assumptions on which such pricing is based, including but not limited to the expected volume of Tickets, the nature and complexity thereof, the communication channels involved, and the required level of effort.

6. The Client acknowledges that any pricing based on a price per Ticket is dependent on the assumptions referred to in paragraph 5, and that deviations from such assumptions may result in adjustments to the pricing or the application of an alternative pricing model.

Article 6. The Agreement

1. An Agreement shall be concluded at the moment the Client accepts an offer from BCS. Acceptance may take place, but not limited to, by Written confirmation, approval of a quotation, or by the commencement of the performance of the Services by BCS.

2. BCS reserves the right not to perform a concluded Agreement if it has reasonable grounds to believe that the Client will not fulfil its obligations, including but not limited to its financial obligations. In such case, BCS shall notify the Client in Writing within a reasonable period after the conclusion of the Agreement.

3. The Client shall not be entitled to suspend its obligations or to set off any amounts owed to BCS.

4. BCS shall be entitled to suspend the performance of its obligations and/or set off any amounts due in the event of outstanding claims against the Client or if the Client fails to fulfil its obligations under the Agreement and/or these general terms and conditions.

5. These general terms and conditions shall also apply to all future, additional and/or follow-up agreements or assignments between the Parties.

Article 7. Obligations of the Client

1. The Client shall ensure that all data, documents, systems, access credentials and other information necessary for the performance of the Agreement are provided to BCS in a timely manner, meaning sufficiently in advance to enable BCS to perform the Services in accordance with the agreed service levels and operational requirements. This shall include, but not be limited to, granting BCS full and continuous access to all relevant Systems, software, (dispute) accounts and environments, such as helpdesk systems, e-mail accounts, API credentials, webshop platforms and other tools required for the Services.

2. The Client warrants the accuracy, completeness and reliability of all information, instructions and guidelines provided to BCS. BCS shall not be obliged to verify such information and shall be entitled to rely on it. Any damage resulting from incorrect, incomplete or misleading information shall be borne entirely by the Client.

3. The Client shall provide clear and sufficient instructions regarding the execution of the Services, including but not limited to communication preferences, tone of voice, customer policies and scripts. BCS shall not be liable for any damage resulting from following such instructions. If the Client does not timely provide sufficient instructions, workflows, policies or other operational information, BCS shall be entitled to perform the Services based on its own standard processes, operational practices and reasonable professional judgment until further instructions are provided by the Client.

4. The Client shall ensure the timely availability of sufficient capacity, access, cooperation and support required for the performance of the Services. If such requirements are not met, BCS shall be entitled to suspend the performance of the Services and to charge any resulting costs.

5. Meetings, onboarding sessions and evaluations may be cancelled free of charge up to 24 (twenty-four) hours in advance. In the event of cancellation within 24 (twenty-four) hours, BCS shall be entitled to charge the agreed fees in Writing.

6. The Client shall promptly inform BCS of any facts or circumstances that may be relevant to the execution of the Agreement.

7. If the Client fails to comply with its obligations under this Article, BCS shall be entitled, without prejudice to any other rights, to suspend or terminate the Agreement with immediate effect and to invoice the Client for all Services performed, costs incurred and investments made, without the Client being entitled to any compensation.

Article 8. Performance of Services and Service Levels

1. BCS shall perform the Services in accordance with the Agreement and/or the applicable offer or quotation. The Parties may agree on additional service levels, response times and availability where applicable in Writing.

2. Any agreed response times, handling times or service levels shall be considered best-efforts obligations and shall not constitute strict or fatal deadlines, unless explicitly agreed otherwise in Writing. Exceeding such timeframes shall not entitle the Client to any compensation or damages.

3. BCS shall be entitled to classify Tickets based on their nature, urgency and complexity. Such classification shall be determined by BCS and shall be binding for operational and billing purposes, unless explicitly agreed otherwise in Writing.

4. Service levels and response times shall only apply from the moment BCS has received the relevant Ticket and has obtained all information, instructions, approvals and access to Systems reasonably necessary to handle the Ticket.

5. BCS shall be entitled to determine the manner in which the Services are performed, including workflows, prioritisation, use of Systems, automation and AI Systems. The Client may provide instructions regarding the desired outcome of the Services, but shall not have authority over the internal organisation, methods or execution of the Services by BCS.

6. BCS shall be authorised, within the scope of the agreed workflows, policies and operational procedures, to independently handle customer interactions and to take reasonable operational decisions on behalf of the Client, including but not limited to approving returns, refunds, replacements or goodwill solutions.

7. Where BCS reasonably determines that a Ticket cannot or should not be handled independently, including due to legal, financial, operational or strategic considerations, BCS may escalate the matter to the Client for further instructions, approval or handling.

8. To the extent that BCS provides consultancy services, including but not limited to advisory, implementation, optimisation or configuration of customer service processes, such services shall be performed on a best-efforts basis. BCS does not guarantee the achievement of any specific operational, commercial or technical results.

Article 9. Independent Performance and Substitution

1. BCS shall be entitled, at its sole discretion, to perform the Services by engaging its employees, subcontractors or other Third Parties.

2. BCS shall be free to replace or assign personnel involved in the performance of the Services at any time. BCS shall, where reasonably relevant, inform the Client of such replacement. The Client may not unreasonably object to such replacement, provided that the replacement personnel possess qualifications and experience reasonably comparable to those required for the Services.

3. BCS shall be entitled to provide services to other clients, including clients that may be active in the same or similar industries as the Client.

Article 10. Termination and Notice Periods

1. Either Party may terminate the Agreement by giving Written notice with a notice period of 1 (one) month, such notice to take effect at the end of a calendar month.

2. Upon expiry of a fixed-term Agreement, the Agreement shall automatically convert into an agreement for an indefinite period, unless otherwise agreed in Writing. The notice period for such indefinite Agreement shall be 1 (one) month for both Parties.

3. Either Party shall be entitled to terminate the Agreement with immediate effect, in whole or in part, without prior notice of default, by Written notice, if:

a. the other Party applies for or is granted a suspension of payments, is declared bankrupt, is dissolved, or is otherwise insolvent;

b. unforeseen circumstances arise, including changes in laws or regulations, which are not attributable to the terminating Party and are of such a nature that continuation of the Agreement cannot reasonably be expected;

c. the other Party fails to fulfil its obligations under the Agreement and, after a Written notice of default, fails to remedy such failure within 14 (fourteen) days, unless performance is permanently impossible, in which case termination may take place immediately;

d. the other Party commits a material breach that cannot reasonably be remedied, including but not limited to a breach of confidentiality obligations;

e. the other Party ceases, transfers or liquidates its business, other than as part of an internal group restructuring;

f. attachment or seizure is levied on a substantial part of the assets of the other Party;

g. the Client, in the reasonable opinion of BCS, acts in a manner that harms or may harm the reputation, business operations, personnel or commercial relationships of BCS, including but not limited to abusive, threatening, discriminatory or otherwise inappropriate behavior towards employees, freelancers, contractors or other persons engaged by BCS. The other Party loses the free disposal of its assets or a substantial part thereof.

4. If the Client fails to observe the agreed notice period as set out in paragraph 2 of this Article, BCS shall be entitled to claim a reasonable compensation, taking into account the impact on ongoing operations, without prejudice to the right to claim full damages.

5. Termination of the Agreement shall not release the Client from its obligation to pay all amounts due to BCS, including but not limited to fees for Services already performed, handled Tickets, reserved capacity, onboarding activities, Third-Party costs and any other costs incurred by BCS prior to the effective termination date.

Article 11. Termination and Handover of Services

1. Upon termination of the Agreement, BCS shall only be obliged to transfer ongoing work, open Tickets and relevant information to the Client or a Third Party to the extent explicitly agreed in Writing.

2. Any activities related to the transfer, handover, offboarding, data export, documentation or transition of Services to the Client or a Third Party shall be performed at the applicable hourly rates of BCS agreed in Writing.

3. BCS shall not be obliged to continue performing any Services after termination of the Agreement, unless the Parties have expressly agreed otherwise in Writing.

4. BCS shall be entitled to suspend any handover or transfer obligations until all outstanding invoices have been paid in full.

5. BCS shall not be responsible for the completeness, usability or continuity of the Services after termination, including any interruption or degradation resulting from the transfer to the Client or a Third Party.

6. Unless otherwise agreed in Writing, BCS shall not be obliged to provide access to its internal systems, workflows, tools or processes as part of any handover.

7. Any data, documentation or other information transferred to the Client pursuant to paragraph 1 of this Article shall be provided in the format and structure as reasonably determined by BCS.

Article 12. Liability

1. BCS shall not be liable for any indirect or consequential damages suffered by the Client, including but not limited to loss of profit, loss of revenue, loss of savings or damage due to business interruption. This limitation shall not apply in cases of intent or deliberate recklessness on the part of BCS.

2. To the extent that BCS is liable for any direct damage, such liability shall be limited per event or series of related events to the amount paid by the Client for the Services in the 6 (six) months preceding the event giving rise to the damage, with a maximum of €15.000 (fifteen thousand euros).

3. In all cases, the total liability of BCS shall never exceed the amount paid out under its applicable liability insurance, plus the applicable deductible.

4. Direct damage shall be limited to:

a. reasonable costs incurred by the Client to have the performance of BCS brought into conformity with the Agreement, provided that such replacement damage shall not be compensated if the Agreement is terminated by or at the request of the Client;

b. reasonable costs incurred in determining the cause and extent of the damage, insofar as such determination relates to direct damage as defined herein;

c. reasonable costs incurred to prevent or limit damage, provided that the Client demonstrates that such costs have resulted in a limitation of direct damage.

5. BCS shall not be liable for:

a. any damage resulting from reliance on incorrect, incomplete or late information, instructions or guidelines provided by the Client or from the Client's failure to provide such information in a timely manner;

b. damage resulting from following instructions of the Client, including communication with End-Customers;

c. damage resulting from failures, errors or limitations in systems, software or services of Third Parties used by BCS;

d. any damages suffered by End-Customers or other third parties of the Client, including but not limited to damages arising from the Client's products, services, policies or business operations. The Client remains fully responsible for its business activities, customer relationships and compliance with applicable laws and regulations;

e. failure to achieve intended results, revenue, customer satisfaction or other business outcomes.

6. The limitations of liability set out in this Article shall not apply in cases of intent or deliberate recklessness on the part of BCS.

7. The Client shall indemnify and hold BCS harmless against any claims from Third Parties, including End-Customers of the Client, arising from or related to the performance of the Agreement, unless such claims result from intent or deliberate recklessness on the part of BCS.

8. BCS shall not be liable for damages caused by auxiliary persons (hulppersonen) as referred to in Article 6:76 of the Dutch Civil Code, unless such damage results from intent or deliberate recklessness on the part of BCS or such auxiliary person.

9. Any right to compensation shall only arise if the Client reports the damage to BCS in Writing without undue delay after its occurrence. Any claim for damages shall expire 12 (twelve) months after the Client becomes aware of the damage.

10. BCS shall not be liable for any damage suffered by the Client as a result of the Client's failure to comply with its obligations as set out in Article 7 (Obligations of the Client).

Article 13. Force Majeure

1. In addition to Article 6:75 of the Dutch Civil Code, a failure by BCS to perform any obligation towards the Client shall not be attributable to BCS if such failure is the result of circumstances beyond the reasonable control of BCS, which prevent or unreasonably hinder the performance of its obligations.

2. Such circumstances shall include, but are not limited to, failures or disruptions of the internet, telecommunications infrastructure or electricity supply, failures or outages in software, Systems or platforms of BCS or Third Parties (including but not limited to helpdesk, email and webshop systems), cyber incidents such as hacks or viruses, failures of Third Parties engaged by BCS, illness or unavailability of personnel, pandemics, epidemics, quarantines, government measures, strikes, fire, and any other circumstance beyond the control of BCS.

3. In the event of force majeure, BCS shall be entitled to suspend the performance of its obligations for the duration of the force majeure situation. If such situation continues for more than thirty (30) consecutive calendar days, either Party shall be entitled to terminate the Agreement in whole or in part by Written notice.

4. In the event of termination due to force majeure, BCS shall not be liable for any damages. BCS shall, however, be entitled to payment for all Services performed, hours worked and investments made up to the date of termination.

Article 14. Complaints and Performance of Services

1. BCS shall perform the Services with reasonable skill and care and in accordance with the standards that may be expected from a professional service provider. All Services are performed on a best-efforts basis. Minor errors, interruptions or deviations shall not in themselves constitute a breach of the Agreement, and BCS does not guarantee uninterrupted, error-free or faultless performance of the Services.

2. The Client acknowledges that, due to the nature of customer service operations, including the use of human agents and AI Systems, errors, delays or deviations may occur.

3. The Client shall submit any complaints regarding the performance of the Services to BCS in Writing as soon as possible, and in any event no later than 14 (fourteen) days after discovery. Complaints relating to immediately observable defects must be reported within 48 (forty-eight) hours.

4. Complaints shall only be considered if they are sufficiently specific and substantiated.

5. Complaints shall not be considered if they relate to:

a. subjective assessments of the quality of the Services, including but not limited to customer satisfaction, unless explicitly agreed otherwise in Writing;

b. situations in which BCS has acted in accordance with instructions, guidelines or scripts provided in Writing by the Client;

c. failures, errors or limitations in Systems, software or services of Third Parties;

d. Tickets that have been handled in accordance with the instructions, scripts, workflows or information available at the time.

6. Minor errors, isolated customer interactions, incidental delays or subjective dissatisfaction shall not constitute a breach of the Agreement and shall not entitle the Client to any refund, discount, suspension or compensation.

7. If a complaint is submitted in a timely manner and is substantiated, BCS shall, at its sole discretion:

a. remedy the issue; or

b. propose a reasonable alternative solution.

8. The Client shall grant BCS a reasonable period, being at least 4 (four) weeks, to investigate and, where applicable, remedy the complaint.

9. The submission of a complaint shall not suspend any payment obligations of the Client.

10. If the Client fails to submit a complaint in a timely manner, all rights in respect thereof shall lapse and the Services shall be deemed to have been performed in accordance with the Agreement.

11. Any remedy provided by BCS under this Article shall constitute the Client's sole and exclusive remedy in respect of the relevant shortcoming.

12. Complaints shall not entitle the Client to any damages, except to the extent that BCS is liable under Article 12 (Liability).

Article 15. Fees and Pricing

1. The Services may be charged on the basis of a price per Ticket, an hourly rate, a fixed fee or a combination thereof, as agreed between the Parties in the Agreement.

2. BCS shall be entitled to charge certain Tickets or activities on an hourly basis where such work is reasonably considered by BCS to fall outside the scope of standard Ticket handling, including but not limited to escalations, complaints, disputes, chargebacks, exceptional cases or requests requiring specialized assessment or additional effort.

3. BCS shall be entitled to charge additional fees or apply hourly rates for Services that reasonably exceed the scope of standard Ticket handling, including but not limited to:

a. Tickets that remain active or require substantial additional handling beyond the Active Ticket Period;

b. complex disputes, chargebacks or escalations involving multiple interactions or investigations;

c. requests requiring specialized analysis, manual intervention, custom reporting or consultancy activities; or

d. situations involving unusually high complexity, operational impact or time investment.

4. All fees are stated in euros (€) and are exclusive of value added tax (VAT) and any other applicable taxes or levies, unless agreed otherwise in Writing.

5. BCS shall be entitled to apply an annual price adjustment, including but not limited to indexation based on inflation or increases in operational costs. Updated pricing shall apply upon Written notice to the Client.

6. The Client acknowledges that pricing, in particular pricing per Ticket, is based on assumptions regarding expected volume, complexity, communication channels and required effort. If actual circumstances deviate from these assumptions, BCS shall be entitled to adjust the pricing structure and/or apply additional charges.

7. BCS shall not be obliged to perform part of the Services for a proportional part of any quoted or agreed fee.

8. Discounts, special rates or quoted prices shall not automatically apply to future or follow-up Agreements.

Article 16. Payment and Invoicing

1. Unless otherwise agreed in the Agreement or in additional Written arrangements, all invoices issued by BCS shall be paid within 7 (seven) days from the invoice date.

2. The Client shall promptly notify BCS of any inaccuracies in payment details or invoicing information.

3. If the Client fails to pay any amount due within the applicable payment term, the Client shall be in default by operation of law without the need for further notice of default. In such case, the Client shall be liable for statutory (commercial) interest on the outstanding amount, as well as all reasonable extrajudicial and judicial collection costs incurred by BCS.

4. BCS shall be entitled, without prejudice to any other rights, to suspend the performance of its Services or to terminate the Agreement in whole or in part in the event of late payment.

5. In the event of bankruptcy, suspension of payments, liquidation or any similar insolvency situation of the Client, all claims of BCS against the Client shall become immediately due and payable.

6. Payments made by the Client shall first be applied to any outstanding interest and costs, and subsequently to the oldest outstanding invoices, regardless of any indication by the Client to the contrary.

Article 17. Assignment

1. The Client shall not be entitled to assign, transfer or pledge any of its rights or obligations under the Agreement to a Third Party without the prior Written consent of BCS. If the Client assigns or pledges any of its rights to a Third Party with the consent of BCS, the Client shall promptly notify BCS in Writing of such assignment or pledge, including the identity of the relevant Third Party.

2. BCS shall be entitled to assign, transfer or pledge its rights and obligations under the Agreement, in whole or in part, to a Third Party, including within its group of companies, without the prior consent of the Client. BCS shall inform the Client in Writing of any such assignment or transfer where reasonably relevant.

Article 18. Additional Work

1. Any services or activities performed by BCS that fall outside the agreed scope of the Agreement, or that exceed what could reasonably be expected at the time of entering into the Agreement in terms of volume, complexity or operational effort, shall qualify as additional work and shall be charged at the applicable rates of BCS agreed in Writing.

2. The scope of the Agreement shall in any event be limited to the Services described in the offer or quotation accepted by the Client. Any services outside such scope, including but not limited to additional support, expansion of communication channels, increased Ticket volumes, additional End-Customer interactions, consultancy requests or increased operational effort, shall be considered additional work, unless explicitly agreed otherwise in Writing between the Parties.

3. BCS shall, where reasonably possible, inform the Client in advance of any additional work and the associated costs. However, if this is not reasonably possible due to the nature or urgency of the work, BCS shall be entitled to perform such work and charge it afterwards.

4. The Client acknowledges and accepts that additional work may result in adjustments to planning, capacity, resource allocation and timelines.

5. The Client shall be obliged to pay for additional work and may not refuse payment on the grounds that prior approval was not obtained, if such work was reasonably necessary for the performance of the Agreement.

Article 19. Intellectual Property

1. All intellectual property rights relating to the Services, including but not limited to (client-related) workflows, systems, processes, documentation, templates, scripts, AI Systems, automations prompt structures, automations, knowledge bases, decision trees, protocols, operating procedures, documentation, training data, process optimisations and similar materials developed, used or applied by BCS, shall remain exclusively vested in BCS, regardless of whether such materials were developed specifically for the Client.

2. All materials and information provided by BCS to the Client are intended solely for the Client's internal use. The Client shall not copy, reproduce, disclose, distribute, modify or make such materials available to any Third Party in any form whatsoever without the prior Written consent of BCS, unless such use follows from the nature of the Agreement.

3. The Client is granted a non-exclusive, non-transferable and non-sublicensable right to use the results of the Services within its own organisation, including communications with its End-Customers.

4. All intellectual property rights relating to the Client's brand, trade name, products, customer data, customer relationships and communications shall remain vested in the Client.

5. Any communication with End-Customers performed by BCS in the course of the Services shall be deemed to be made on behalf of the Client. The Client shall have full usage rights to such communication.

6. Any specific workflows, processes, protocols, AI configurations, and training data developed or tailored for a particular Client, including the training of AI agents on those specific processes, shall remain the exclusive intellectual property of BCS. The Client shall not have the right to claim ownership over these materials unless otherwise agreed in Writing. In the event of termination of the Agreement, the Client may have the option to purchase such materials at a price to be mutually agreed upon by the Parties, provided that such purchase is clearly documented in a separate Agreement.

7. BCS shall be entitled to use, reuse and further develop all knowledge, experience, insights, processes and techniques obtained in the performance of the Services for other clients, provided that no Confidential information of the Client is disclosed. Intellectual property rights relating to materials, data and content provided by the Client shall remain with the Client. The Client shall indemnify BCS against any Third Party claims in this respect.

8. Upon termination of the Agreement, the Client shall not be entitled to receive or use any internal workflows, AI configurations, process documentation, protocols or similar operational materials of BCS, unless otherwise agreed in Writing. BCS may, at its sole discretion, offer such materials to the Client against payment of a separate fee to be agreed between the Parties.

9. The Client shall not copy, reverse engineer, disclose or otherwise make available any systems, workflows, templates, methodologies or documentation of BCS without prior Written consent of BCS.

10. BCS shall be entitled to use aggregated and anonymised data derived from the Services for analytical, benchmarking and improvement purposes.

11. BCS shall be entitled to use the name and logo of the Client as a reference, unless the Client objects in Writing.

Article 20. Use of AI and Automated Systems

1. BCS will use automated systems, software and artificial intelligence systems in the performance of the Services. The Services may be performed using a combination of human agents and AI Systems.

2. BCS shall determine, at its sole discretion, whether and to what extent Tickets are handled by AI Systems or by human agents.

3. The Client acknowledges and accepts that:

a. AI Systems are not error-free;

b. responses may be generated automatically;

c. outputs may be incomplete, inaccurate or not fully suitable for the intended purpose; and

d. escalation to human agents may occur where deemed necessary by BCS.

4. BCS shall use reasonable efforts to ensure that AI Systems and automated processes are implemented and monitored with due care and professionalism. Where reasonably necessary or appropriate, BCS may apply human review, intervention or escalation mechanisms. However, BCS does not guarantee that outputs generated by AI Systems will be complete, accurate, uninterrupted or fully suitable for the intended purpose.

5. BCS shall not be liable for any damage arising from or related to the use of AI Systems or automated processes, unless such damage is the result of intent or deliberate recklessness on the part of BCS.

6. The use of AI Systems forms an integral part of the Services as provided by BCS.

7. The Client acknowledges and accepts that the operational setup of the Services may evolve over time, including the gradual implementation, training and optimisation of AI Systems, workflows, automations and operational protocols. BCS shall determine, at its sole discretion, the extent to which Services are performed by human agents, AI Systems or a combination thereof.

8. The Client acknowledges that data submitted to such providers may, depending on the provider and configuration used, be processed, stored or used for Service improvement, model training or similar purposes by such providers. Where reasonably possible, BCS shall use privacy and data protection settings intended to limit such use.

Article 21. Confidentiality

1. Each Party shall keep strictly confidential all confidential information obtained from the other Party in connection with the Agreement and shall not disclose such information to any Third Party without the prior Written consent of the other Party.

2. “Confidential information” shall in any event include, but not be limited to, business information, customer data, personal data, login credentials, systems, workflows, processes, communication, and any other information of which the confidential nature is known or can reasonably be assumed.

3. Each Party shall use confidential information solely for the purpose of the performance of the Agreement and shall take all reasonable measures to protect such information against unauthorised access, disclosure or misuse.

4. Each Party shall ensure that its employees, contractors, subcontractors and other persons engaged by it are bound by confidentiality obligations equivalent to those set out in this Article.

5. The confidentiality obligations set out in this Article shall not apply to information which:

a. was already publicly available at the time of disclosure;

b. becomes publicly available without breach of this Article;

c. was lawfully obtained from a Third Party without restriction; or

d. must be disclosed pursuant to a legal obligation or court order.

6. The confidentiality obligations shall remain in force for the duration of the Agreement and for a period of 1 (one) year after its termination.

7. In the event of a breach of this Article, the breaching Party shall owe the other Party an immediately payable penalty of €20,000 (twenty thousand euros) per breach, without the need for prior notice of default, without prejudice to the right of the non-breaching Party to claim full compensation in addition to such penalty.

Article 22. Non-Solicitation of Personnel

1. During the term of the Agreement and for a period of 12 (twelve) months thereafter, the Client shall not, without the prior Written consent of BCS, directly or indirectly engage, employ, hire or otherwise involve any employees, freelancers, contractors or other Third Parties engaged by BCS who are or have been involved in the performance of the Agreement.

2. For the purpose of this Article, “engage” shall include, but not be limited to, directly or indirectly approaching, soliciting, recruiting, interviewing, contacting, negotiating with or entering into any employment agreement, consultancy agreement, assignment agreement, partnership or other form of cooperation with such person, regardless of its legal form or whether such engagement is paid or unpaid.

3. BCS shall not unreasonably withhold its consent, provided that the Client offers reasonable compensation for the recruitment, selection and accumulated knowledge of the relevant individual.

4. The compensation referred to in paragraph 3 shall amount to at least 30% (thirty percent) of the annual revenue generated by BCS from the relevant individual, with a minimum of €10,000 (ten thousand euros), unless otherwise agreed in Writing.

5. In the event of a breach of this Article, the Client shall owe BCS an immediately payable penalty of €10,000 (ten thousand euros) per violation, without the need for prior notice of default, without prejudice to BCS's right to claim full damages.

Article 23. Exclusivity

1. For the duration of the Agreement, the Client grants BCS the exclusive right to perform the Services as agreed between the Parties.

2. The Client shall not, without the prior Written consent of BCS, engage or outsource similar or overlapping Services, including customer service, support or dispute handling, to any Third Party during the term of the Agreement.

3. This exclusivity is agreed to ensure consistency, quality of service and clear allocation of responsibility.

4. BCS shall be entitled to perform the Services using its own personnel or by engaging Third Parties, including subcontractors, under its own responsibility.

5. During the term of the Agreement, the Client shall refrain from independently handling Tickets, communicating with End-Customers or otherwise intervening in the Services performed by BCS, unless otherwise agreed in Writing or reasonably necessary due to the nature or urgency of a specific matter.

Article 24. Alternative Dispute Resolution

1. In the event of any disputes arising between BCS and the Client in connection with the formation or performance of the Agreement, the Parties may choose to resolve such disputes through alternative dispute resolution methods, instead of initiating proceedings before the courts.

Article 25. Governing Law and Jurisdiction

1. The Agreement and these general terms and conditions shall be governed exclusively by the laws of the Netherlands.

2. Any disputes that cannot be resolved in accordance with Article 24 shall be submitted exclusively to the competent court in the district where BCS has its registered office..

Article 26. Survival

1. Any provisions of these general terms and conditions and the Agreement which, by their nature, are intended to remain in force after termination of the Agreement shall continue to apply in full after such termination.

Article 27. Amendments

1. BCS shall be entitled to unilaterally amend or supplement these general terms and conditions.

2. In such case, BCS shall inform the Client of the amendments or supplements in a timely manner.

3. A minimum period of 30 (thirty) days shall apply between the notification of the amendments and their entry into force.

CHAPTER II – DATA PROCESSING AGREEMENT PROVISIONS

Article 28. Processing of Personal Data

1. If BCS qualifies as a processor within the meaning of Article 4(8) of the General Data Protection Regulation (GDPR), Articles 28 through 34 of these general terms and conditions shall constitute the data processing agreement as referred to in Article 28(3) GDPR.

2. BCS shall process personal data solely on behalf of and in accordance with the instructions of the Client, unless otherwise required by applicable law. BCS processes, inter alia, personal data of the Client's customers, such as name, address, place of residence, telephone number, email address, salutation, order and transaction data, customer communications (including emails, chat and call data), account data, IP addresses, payment status and any other data provided by the Client or necessary for the performance of the Services.

3. BCS processes personal data of Third Parties in the performance of the Agreement with the Client.

4. Such personal data shall at no time become the property of BCS. All data provided by the Client shall remain the property of the Client.

5. BCS shall not process personal data for longer than the duration of the Agreement, unless the Client has explicitly instructed otherwise in Writing or unless retention is required by law.

6. BCS shall not determine the purposes and means of the processing of personal data and shall not make independent decisions regarding the use of personal data, disclosure to Third Parties or the retention period.

7. If, in the opinion of the Client, certain personal data should no longer be retained, BCS shall, upon Written request, promptly delete the specified personal data and confirm such deletion in Writing.

Article 29. Execution of Processing

1. BCS shall only be responsible for the processing of personal data carried out within the scope of the Services and in accordance with these general terms and conditions. BCS shall not be responsible for other processing activities, including the collection of personal data by the Client or Third Parties, unless such Third Parties have been engaged by BCS.

2. The Client grants BCS general authorisation to process personal data outside the European Economic Area (EEA), provided that BCS implements appropriate safeguards in accordance with applicable data protection laws.

3. BCS shall keep personal data of the Client separate from personal data processed for its own purposes or for other clients.

4. BCS shall process personal data in a proper and careful manner and in accordance with applicable data protection laws, including the GDPR.

5. Unless otherwise agreed in Writing, BCS shall delete personal data processed in the context of customer interactions no later than 6 (six) months after the relevant interaction or Ticket has been resolved, unless further retention is required for the performance of the Agreement or by law.

Article 30. Security

1. BCS shall implement appropriate technical and organisational measures in accordance with Article 32 GDPR to protect personal data against loss or any form of unlawful processing. These measures shall, taking into account the state of the art and implementation costs, be appropriate to the nature of the personal data processed.

2. BCS shall use reasonable efforts to prevent, detect and, where necessary, mitigate security incidents relating to personal data.

Article 31. Data Breach Notification

1. In the event of a personal data breach, BCS shall notify the Client without undue delay.

2. The notification shall include, to the extent available, information regarding the nature of the breach, the (suspected) cause, the known and/or expected consequences and the measures taken or proposed to address the breach.

3. The Client shall be responsible for notifying data subjects and supervisory authorities, including the Dutch Data Protection Authority, where required.

4. BCS shall not communicate directly with data subjects or Third Parties regarding a data breach, unless required by law or authorised by the Client.

Article 32. Rights of Data Subjects

1. Upon Written request and on behalf of the Client, BCS shall reasonably assist the Client in:

a. granting data subjects access to their personal data;

b. correcting or deleting personal data; and

c. demonstrating that personal data has been corrected or deleted where required.

2. BCS shall, to the extent reasonably possible, assist the Client in complying with its obligations under the GDPR and other applicable data protection laws. The Client remains solely responsible for compliance with such obligations. Any costs associated with such assistance shall be borne by the Client.

Article 33. Sub-processors

1. BCS shall be entitled to engage Third Parties (sub-processors) in the performance of the Agreement. Where a sub-processor is engaged, BCS shall impose obligations on such sub-processor that are at least equivalent to those set out in this Agreement.

2. BCS shall remain responsible for the acts and omissions of its sub-processors in accordance with the liability limitations set out in these general terms and conditions.

Article 34. Audit

1. The Client shall be entitled, once per period of 12 (twelve) months, to audit or have audited BCS's compliance with its data protection obligations, subject to reasonable prior notice.

2. All costs associated with such audit, including reasonable internal costs incurred by BCS, shall be borne by the Client.

3. The Client shall provide BCS with a copy of the audit report.