



bcs
HR Software

General terms and conditions 2025

June 10, 2025

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Please read our terms and conditions carefully for optimal collaboration and effective use of BCS HR software. These guidelines form the basis for our services and agreements.

bcs-hr.com

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1. General provisions

Article 1. Definitions

The following words, among others, are capitalised in these General Terms and Conditions. All these words have the same meaning in the plural as in the singular.

Automatic Direct Debit: authorisation by the Client to BCS to have the amounts due automatically debited from the Client's (bank) account.

BCS: BCS HR Group B.V., with registered office and place of business at Zuiderkruis 29, 5215 MV 's-Hertogenbosch (the Netherlands), registered in the trade register of the Dutch Chamber of Commerce under number 85898945 and all its legal successor(s) by universal title and all legal entities affiliated to it, subject to the condition that solely the legal entity with whom the Agreement is concluded has obligations towards Client.

Bugs: the substantial non-compliance with the functional or technical specifications of the software or the Platform specified in writing by BCS. A bug only exists if the Client can prove it and if it is reproducible.

Client: the (legal) person who has commissioned BCS to supply goods and/or services.

Client Portal: part of the Website and/or Platform on which BCS publishes specific client information.

Contract: the Quotation signed by the Client or the contract signed by the Parties and all associated annexes and any supplementary contracts.

CVW Platform: the SaaS service offered by BCS under the name CVWarehouse.

Fault: circumstances beyond the control of BCS which result in BCS being temporarily unable to perform services for the Client.

General Terms and Conditions: these general terms and conditions of BCS.

Implementation Plan: the plan for the systematic implementation of BCS's services, as quoted by BCS and accepted by the Client.

Intellectual Property Rights: all intellectual property rights, including copyrights, trademark rights, patent rights and trade name rights, relating to any work, including documents, designs, computer software, bespoke software and/or other information recorded electronically or otherwise.

Licence: the document stating that formal or legal permission has been given.

Module: distinct and definable part of the SaaS Service.

Maintenance: updates provided by BCS for rectifying Bugs and functional improvements to the Platform.

Parties: BCS and the Client.

Platform: the portals/platforms which can be accessed via the Internet and developed by BCS and/or applications (of software) of third parties integrated into BCS's portals/platforms and/or linked to BCS's portals/platforms.

Quotation: an offer with the applicable terms, pricing and implementation plan for goods and/or services from BCS to the Client.

SaaS Service: service provided by BCS relating to SaaS, including the Platform.

Support: the advice and support provided by BCS with the use of the Platform and BCS's services and assistance in the event of a Fault.

Training: specifically developed training courses for the Client's employees from human resources and payroll departments who will be working with the Platform.

Webshop: the online shop where visitors can order training, courses and/or seminars, *Draait om jou!*

among other things.

Website: www.bcs-hr.com

Article 2. Applicability

1. These General Terms and Conditions apply to all offers, Quotations, Contracts and assignments concluded between BCS and the Client, and any resulting Contracts or legal acts - unless agreed otherwise in writing.
2. The applicability of any purchasing or other terms and conditions of the Client is expressly rejected, unless BCS expressly accepts them and has confirmed this in writing.
3. Where these General Terms and Conditions or other communications with the Client refer to agreements agreed in writing, this means agreements recorded in written documents or electronic messaging such as email.
4. BCS only accepts Contracts as an organisation, even if it is the expressed or implied intention that a Contract will be executed by a specific person. Notwithstanding Dutch Civil Code sections 7:404, 7:407 paragraph 2 and 7:409, the persons working for or on behalf of BCS, whether employed or not, are not personally bound or liable.
5. Without prejudice to the provisions of paragraph 4 of this article, these General Terms and Conditions are also stipulated for any third party who, whether employed or not, is engaged by BCS in the execution of a Contract or is or may be liable in connection therewith.

Article 3. Quotation and conclusion of the Contract

1. All quotations are non-binding and revocable, unless the Quotation expressly states otherwise in writing. The Client guarantees the correctness and completeness of the requirements and specifications for the performance and other information provided to BCS by it or on its behalf on which BCS bases its offer.
2. A Quotation has a validity period of 30 days, unless stated otherwise in the Quotation.
3. The Contract covers only the work described in the Quotation and/or Contract, including any changes agreed subsequently in writing.
4. BCS cannot reasonably be held to obvious mistakes and/or clerical errors in the Quotation, offer, Contract and/or any other communication.

Article 4. Changes to the general terms and conditions and SLA

1. All Contracts are always subject to the most recent version of these General Terms and Conditions and SLA. BCS is entitled to change these General Terms and Conditions or its SLA at any time. BCS will inform the Client in good time about changes to the General Terms and Conditions or SLA. If the software and services continue to be used, the most recent General Terms and Conditions and SLA shall apply.
2. If the Client does not agree with a change as described in paragraph 1 of this article, it can object. BCS will assess whether the objection should lead to an adjustment to the change. If the Client continues to object to the change, there is the option for the Client to terminate (*opzeggen*) the Contract after the change, subject to a notice period of two months, whereby the old General Terms and Conditions will continue to apply during those two months.

Article 5. Amendments to the Contract and additional work

1. If, during the execution of a Contract, it becomes apparent that it needs to be amended and/or supplemented, the Parties shall amend the Contract in good time and by mutual agreement. BCS is not obliged to amend the Contract and can demand a separate written contract.
2. Amendments, additions and/or supplements to the Contract are only binding if the Parties have agreed to them in writing. Costs incurred as a result of this will be borne

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by the Client.

3. Additional work will be paid in accordance with the agreed rates - and in the absence thereof in accordance with BCS's customary rates - and will only be invoiced with the next invoice or upon completion of the additional work following a written instruction from the Client. Additional work refers to the work that falls outside the content or scope of the work agreed in writing.

Article 6. Client's obligations

1. Any Quotation and/or offer from BCS is based on the information provided by the Client. The same applies to the execution of the work by BCS. The Client guarantees the accuracy and completeness of the information and will always provide BCS with all useful and necessary information and all cooperation for the proper execution of the Contract in good time.
2. The Client undertakes to provide BCS with all information and data which may be of importance for the correct execution of the Contract proactively in good time and in the form and manner desired by BCS. Should the Client fail to provide the information and data required by BCS, or fail to provide it properly or in good time, to be determined by BCS, BCS will have the right to (i) suspend the (further) execution of the Contract until the Client provides BCS with the required information and data, and (ii) charge the Client for any (additional) costs and fees for (additional) work incurred as a result.
3. The Client must inform BCS immediately of facts and circumstances (either changed or not) that may be relevant in connection with the correct execution of the Contract.
4. The Client is responsible for: the correct use and application of BCS's products and services as described in the manuals provided; the implementation in the organisation and the auditing work, tests and other procedures required for this.
5. The Client shall never use BCS's products and services for illegal or immoral purposes.
6. If it has been agreed that the Client shall provide equipment, materials or data on information carriers, these shall meet the specifications necessary for the execution of the work. The Client is responsible for its functioning.

Article 7. BCS's obligations

1. BCS shall perform the work to the best of its ability with care, in accordance with any agreements and procedures recorded in writing with the Client. All work by BCS is performed on the basis of an best-efforts obligation, unless BCS expressly promises a result in the written Contract and this result is described with sufficient definition.
2. The execution of the Contract will take place exclusively for the benefit of the Client. Third parties cannot derive any rights, claims or confidence from the content of the services provided.
3. If it has been agreed that the services will be provided in phases, BCS is entitled to postpone (suspend) the commencement of the services which belong to a phase until the Client has approved the results of the preceding phase in writing.

Article 8. Duration and termination

1. Dutch Civil Code sections 7:408 paragraph 1 and 7:408 paragraph 2 do not apply.
2. The Contract is entered into for a period of one year, unless agreed otherwise (Initial period). After the expiry of the Initial period, the Contract will be tacitly extended each time for a period of one year, unless the Client has notified BCS at least six (6) months before the end of the (Initial or extended) period in the manner described in paragraph 3 that it wishes to terminate (*opzeggen*) the Contract. Notwithstanding this paragraph, terminations of Modules are not subject to a notice period of at least six (6) months, but a notice period of at least three (3) months.
3. The Client can only terminate (*opzeggen*) the Contract by using the termination form available on the Website, see: www.bcs-hr.com/opzeggen. Notices of

termination by other means will not be considered.

4. The Contract ends with effect from the end of the Initial or the current extended period respectively if the Contract has been terminated by the Client (i) in the manner described in paragraph 3 of this article, (ii) subject to the notice period described in paragraph 2 of this article and (iii) with effect from the end of the Initial or extended period. If the Client's notice of termination does not fulfil requirement (i) and/or requirement (iii), this will not result in a legally valid termination of the Contract. In that case, the Contract shall continue in full force and effect. If the Client's notice of termination does not fulfil requirement (ii), the notice of termination will be accepted as a notice of termination from the next opportunity. The Contract will remain in force as normal until that next opportunity. In practice, this means the following: Suppose a Contract with a Client is renewed each time on January 1st. If the Client wishes to terminate (*opzeggen*) this Contract, this Client must give notice of termination of the Contract (with effect from the next 1 January) by 30 June at the latest using the termination form on the Website in order for the Contract to end with effect from the next 1 January. If the Client gives notice of termination of the Contract on August 6th, the Contract will not end on the next 1 January, but only on 1 January of the subsequent year. Until that time, the Contract remains in force and the Client therefore also owes the monthly fee.
5. BCS may terminate (*opzeggen*) the Contract in writing at any time, subject to a notice period of twelve (12) calendar months.
6. Notice of termination from the Client for a Training Subscription must take place in accordance with the conditions set out for this in Article 39 of the General Terms and Conditions.

Article 9. Prices and licences/quantities

1. All prices and rates are exclusive of VAT and any other levies imposed by the government, unless BCS indicates otherwise. Unless explicitly stated or agreed otherwise in the Quotation and/or offer, travel hours, travel and accommodation expenses, extra hours and other exceptional costs related to the work are not included in the prices and rates. If these costs are not included, BCS can charge them separately.
2. BCS has the right to adjust its rates at any time to developments in the price level in the market, including increases in cost price by its supplier(s). The starting point for this is the Statistics Netherlands price indexation for Business Services. If cost-increasing taxes, levies or import duties are introduced or amended by a government measure, or if, after the conclusion of the Contract, government measures occur that increase the cost price of the services provided by BCS, BCS is entitled to pass these costs on to the Client - even if a fixed price has been agreed. BCS will inform the Client of this immediately.
3. If a unit price included in the Contract is based on quantities purchased (such as the number of pay slips, user licences, active users, etc.), then an increase in the quantities purchased during the term of the Contract will not lead to an adjustment of the agreed unit price. These quantities can only be reduced after the Initial period. A reduction in the quantities may affect the agreed unit price.
4. If, through no fault of BCS, the SaaS service is not implemented or activated by the Client within the agreed period, the Client shall owe BCS the monthly (licence and/or user) fees from the agreed implementation date.

Article 10. Invoicing and payment

1. BCS will charge the amounts owed by the Client on a monthly basis in advance. BCS reserves the right to invoice on an interim basis at any time.
2. Notwithstanding paragraph 1 of this article, a different billing time applies to the following services:

- a. Pay slips: per salary in arrears;
- b. Implementation costs: before the start of implementation;
- c. Consultancy costs: before the start of the consultancy work.
3. If BCS is (temporarily) unable to fulfil its obligations for this Contract due to circumstances which are the Client's responsibility, the Client shall remain fully liable for payments to BCS.
4. Payment by the Client to BCS shall be made:
 - a. by direct debit with a payment term of 14 days from the invoice date. BCS is entitled to collect the amount due from the moment the invoice is sent.
 - b. by transfer of the amount due within thirty (30) days of the invoice date.
5. Agreed payment periods for BCS invoices are of the essence. If Client fails to fulfil its payment obligation in full (in time), it is immediately in default (without any demand or notice of default being required). It will also owe statutory commercial interest on the outstanding amount from that time until the time of payment. If the Client is a legal person, or a natural person acting in the conduct of a profession or business, extrajudicial collection costs shall be claimed: 15% of the principal amount due (excluding VAT), with a minimum of €75.00.
6. The Client's payments will first be used to settle the interest and costs due. These shall always be set against the oldest outstanding claim, even if the Client states that the payment relates to a later claim.
7. The Client waives any right of suspension or offsetting.
8. Complaints about an invoice must be notified to BCS in writing, stating reasons, within 10 working days of the invoice date, in the absence of which the Client can no longer invoke any error in the invoice. Complaints about the invoice do not entitle the Client to suspend payment (of the invoice concerned).

Article 11. Deadlines

1. All (delivery) deadlines specified by BCS have been determined to the best of BCS's knowledge based on the information known to BCS at the time the Contract was concluded. The (delivery) deadlines stated by BCS are always indicative and are not binding (delivery) deadlines, unless expressly agreed otherwise in writing.
2. If BCS fails to meet a (delivery) deadline, the Client must first give BCS notice of default and allow BCS a reasonable period to fulfil its obligations. Only if BCS has not fulfilled its obligations after the expiry of this reasonable period shall it be in default.
3. BCS is not bound by (delivery) deadlines that can no longer be met due to circumstances beyond its control that have arisen after the conclusion of the Contract. If there is a danger of exceeding any deadline, the Parties shall enter into discussions as soon as possible.

Article 12. Communication

1. For efficient and correct communication, the Client shall provide BCS with at least two email addresses: the Client's general email address and the email address of the Client's contact person. The Client undertakes to keep these email addresses up-to-date at all times. All communications sent by BCS to these email addresses shall be deemed to have been received on the day they are sent. BCS can never be held liable for the use of these email addresses.
2. In addition to communication by email, BCS places relevant information on its Website. The Client undertakes to be aware of the content of the Website and Client Portal at all times.
3. The Client cannot derive any rights from the information on the Website and/or the Client Portal. If such information is found to contain inaccuracies, the Client must give BCS the opportunity to correct the information.

Article 13. Confidentiality and acquisition of personnel

1. BCS and Client shall ensure that all information received from the other Party which is known or should reasonably be known to be of a confidential nature shall remain secret. This prohibition does not apply to BCS if and insofar as disclosure of the relevant data to a third party is necessary pursuant to a court order, a statutory regulation or for the proper execution of the Contract by BCS. The Party that receives confidential information will only use it for the purpose for which it has been provided. Information shall in any case be considered confidential if it is designated as such by one of the Parties.
2. The Client acknowledges that the SaaS service provided by BCS is always confidential in nature and contains BCS's trade secrets.
3. During the term of the Contract and up to and including 12 (twelve) months after the ending of the Contract, the Client shall not employ any of BCS's employees or freelancers who have been involved in the execution of the Contract, or otherwise have any work performed for it by them, directly or indirectly, without the prior express written permission of BCS. Such permission may be subject to conditions, including the condition that the Client pays a reasonable fee to BCS.

Article 14. Privacy and data processing

1. If personal data is provided to BCS by the Client under the Contract and/or when using the service and BCS will act as the data processor in that context, the Parties will enter into a processor agreement.
2. The responsibility for the data processed by the Client using a BCS service lies entirely with the Client. The Client warrants to BCS that the content, use and/or processing of the data is not unlawful and does not infringe any third party's rights.
3. To the extent that both Parties qualify as separate data controllers within the meaning of the GDPR, each Party shall ensure compliance with applicable data protection laws and regulations in respect of the processing for which they are responsible.

Article 15. Telecommunications and security

1. If telecommunication facilities (including connections via the Internet) are used by BCS in the execution of the Contract and/or when the Client uses the service, the Client is responsible for correct and authorised use. BCS is not responsible and/or liable for security, transmission errors or availability thereof.
2. When processing data with telecommunication facilities, BCS may assign access or identification codes to the Client. The Client shall treat such access codes as confidential and ensure that only authorised persons use these codes. BCS is entitled to change the assigned access or identification codes.
3. The Client undertakes to immediately notify BCS in writing of any unauthorised use of logins or passwords and indemnifies BCS for any loss caused by such unauthorised use.
4. The Client is obliged to adequately secure its systems, infrastructure and telecommunication facilities.
5. The Parties shall take all steps that can reasonably be required to prevent the spread of viruses, spyware, trojan horses, etc. which could result in changes and/or malfunction of the SaaS service.
6. BCS is entitled to change the security measures taken at any time.

Article 16. Liability

1. BCS's liability in the event of attributable failure in fulfilling the Contract or on any other legal ground (including Dutch Civil Code section 6:162, 6:230 paragraph 2 and 6:271) is limited to compensation of the direct loss up to a maximum of the amount of the price paid (excluding VAT), determined on the basis of the Contract, per event,

whereby a series of events constitutes one event. If the Contract is primarily a continuing performance contract with a term of one year or longer, the price to be stipulated is the total of the payments (excluding VAT) paid to BCS by the Client over the three months preceding the occurrence of the loss. However, in no case shall the total compensation exceed €200,000.00 (in words: two hundred thousand euro) per event, whereby a series of events constitutes one event.

2. Direct loss refers exclusively to:
 - a. the demonstrable reasonable costs that the Client would have to incur to have BCS's performance comply with the Contract. This loss will not be compensated if the Contract is terminated, dissolved or otherwise ended or if the loss is attributable to the Client;
 - b. the demonstrable costs incurred by the Client for enforcedly keeping its old system(s) and related facilities operational for longer due to BCS's failure to deliver on a binding delivery date. These costs will be reduced by any savings resulting from the delayed delivery.
3. BCS's total liability for loss due to death, physical injury or due to material damage to property shall never exceed the amount paid out by BCS's insurer for that specific claim. In that context, it is important to note that BCS has taken out professional liability insurance with a maximum insurance cover of €1,000,000.00 per claim with a maximum of €2,500,00.00 per insurance year, and business liability insurance with a maximum insurance cover of €1,250,000.00 per claim with a maximum of €2,500,00.00 per insurance year.
4. BCS's liability for indirect loss, including – but not limited to – consequential loss, loss of profit, missed savings, diminished goodwill, loss due to business interruption, loss as a result of claims by the Client's customers, loss related to the use of goods, materials or software from third parties prescribed to BCS by the Client, and loss related to the engagement of suppliers prescribed to BCS by the Client, is excluded. Also excluded is BCS's liability in connection with corruption, destruction or loss of data or documents.
5. Insofar as the exclusion of indirect loss as specified in paragraph 4 is not upheld or this cannot be invoked in court, BCS's liability for the aforementioned indirect loss shall in any event be limited to the compensation paid by BCS's insurer for a specific claim. In that context, BCS refers to the insured amounts as listed in paragraph 3.
6. The exclusions and limitations of BCS's liability described in paragraphs 1 through 5 of this article are entirely without prejudice to the other exclusions and limitations of BCS's liability described in these General Terms and Conditions.
7. The exclusions and limitations referred to in paragraphs 1 through 5 and paragraph 11 shall not apply if and insofar as the loss is the result of intent or deliberate recklessness on the part of BCS's management.
8. On penalty of forfeiture of all claims based thereon, the Client must report any shortcoming by BCS in the execution of the Contract to BCS in writing, stating reasons, within one week of its discovery. This is a specification of the statutory duty to complain under Dutch Civil Code sections 6:89 and 7:23 with regard to the period from discovery. This does not detract from the statutory duty to complain with regard to the period from the time when it should reasonably have been discovered.
9. Unless compliance by BCS is permanently impossible, BCS's liability due to attributable failure in the compliance with a Contract only arises if the Client immediately holds BCS in default in writing. There must thereby be a reasonable period of time to resolve the shortcoming and BCS must remain culpably in breach of its obligations even after that period. The notice of default must contain a description of the shortcoming, which is as complete and detailed as possible, so that BCS is able to respond adequately.
10. Without prejudice to shorter statutory expiry periods, any claim of the Client against BCS shall in any event expire by the lapse of (24) twenty-four months from the time

when the services to which a claim relates have been performed by BCS. The Client indemnifies BCS and employees of BCS against all claims by third parties related in any way to the (execution of the) Contract and/or use by the Client or third parties of products or services from BCS and shall fully compensate them in this respect. This applies in particular to claims by third parties as a result of a defect in a product or system supplied by the Client to a third party which included equipment, software, data files or other materials supplied by BCS, unless the Client establishes a prima facie case that the loss was solely and entirely caused by equipment, data files or other materials from BCS.

11. The Client bears the risk for loss caused by defects or unsuitability of items that originate from it, are prescribed by it or must be procured from a supplier prescribed by it. The same applies to the failure to deliver these items or the failure to deliver them on time or correctly. The Client is liable for loss caused by wrongful acts of sub-contractors and their servants engaged by the Client.
12. BCS may use email to perform its work. The risk associated with this, in any way, lies with the Client and never leads to liability on the part of BCS.
13. The provisions of this article and other limitations and exclusions of liability mentioned in these General Terms and Conditions also apply to all (legal) persons used by BCS for the execution of the Contract.

Article 17. Third-party software

1. If BCS makes (standard) third-party software available to the Client, that third party's terms and conditions will apply to this software, unless BCS informs the Client otherwise in writing. The licence agreement is established between the Client and the relevant third party.
2. If the aforementioned third party's terms and conditions do not apply for whatever reason or are expressly declared inapplicable in writing, the provisions of these General Terms and Conditions shall apply.
3. BCS is never liable for loss caused by the use of third-party software.

Article 18. Intellectual property rights

1. All intellectual property rights, trade secrets and know-how on all software, programs, data files and equipment used or other materials such as analyses, models, technologies, designs, documentation, reports, quotations, training materials and the preparatory material thereof developed or to be developed by or on behalf of BCS are vested exclusively in BCS or its licensors. The Client is only granted the usage rights and entitlements expressly granted for the duration of the Contract by these General Terms and Conditions or otherwise (e.g. in the terms and conditions for the SaaS service).
2. The Client's usage right is non-exclusive, cannot be assigned to third parties, cannot be sub-licensed and cannot be pledged.
3. All intellectual property rights, trade secrets and know-how resulting from the Client's use of the SaaS Service or the modification, maintenance or further development of the SaaS Service (including customisation) will be vested in BCS.
4. The Client is not permitted to remove or obscure any indication concerning intellectual property rights of BCS and/or its suppliers or subcontractors.
5. The Client shall not reproduce, copy or publish the Platform, data files or other (training) materials or commission their reproduction, copying or publication in any way whatsoever.
6. BCS indemnifies the Client against any claim by a third party based on the allegation that software or other materials developed by BCS itself infringe an intellectual property right of that third party, on the condition that the Client informs BCS without delay in writing of the existence and content of the claim and leaves the handling of the matter, including the making of any settlements, entirely to BCS. To this end, the Client shall give BCS the required mandates, information and cooperation to defend

itself against such claims. This obligation to indemnify lapses if the alleged infringement relates to:

- a. materials provided to BCS by the Client for use, modification, processing or maintenance; or
 - b. changes to the software, website, data files, equipment or other materials made or commissioned by the Client without BCS's written permission.
7. If it is irrevocably established in law that software or other materials developed by BCS itself infringe any intellectual property right belonging to a third party or if, in BCS's opinion, there is a reasonable chance that such infringement will occur, BCS will ensure, where possible, that the Client can continue to use the supplied or functionally equivalent other software or other materials. Any other or further obligation on BCS's part to indemnify due to infringement of a third party's intellectual property right is excluded.
8. BCS is never obliged to carry out data conversion, unless this has been expressly agreed in writing.

Article 19. Subcontracting and assignment

1. BCS reserves the right to use third parties at any time if this is desirable for the proper execution of the work.
2. The Client may not assign the Contract and the rights and obligations arising from it to third parties without BCS's express prior written permission.
A restriction on the assignability of rights of action has effect not only under the law of obligations but also under property law within the meaning of Civil Code section 3 paragraph 2.
3. The Client grants BCS the right in advance to assign the Contract in whole or in part to:
 - a. parent, subsidiary and/or sister companies;
 - b. third parties, in the event of a merger or acquisition.
4. BCS will inform the Client of this as soon as possible.

Article 20. Force majeure

1. BCS is not responsible for the loss, disappearance, misdelivery and/or (late) arrival of documents that it sends by regular mail.
2. In the event of a Fault and other cases of force majeure such as - not exhaustively - war, accidents, threat of war, natural disasters, riots, insurrection, epidemics, government measures (and their consequences), serious disruptions in BCS's business such as strikes and excessive absenteeism, fire or other impeding circumstances that do not depend exclusively on BCS, both parties are entitled to suspend their obligations under the Contract, whereby the party in a state of force majeure must notify the other party of the force majeure situation without delay. If the situation resulting in force majeure lasts longer than one month, either party is entitled to terminate (*opzeggen*) all or part of the Contract by means of a written notification to the other party, without the parties being liable to pay compensation to one another.
3. In the event of force majeure, BCS is entitled to claim payment for those services which BCS had already performed in the context of the execution of the relevant Contract before the force majeure situation arose.

Article 21. Termination

1. If BCS does not have the necessary data, information, wishes and/or requirements at its disposal, in time and/or in accordance with the Contract, or if the Client otherwise fails to fulfil its obligations, BCS is entitled to terminate (*opzeggen*) or dissolve (*ontbinden*) the Contract or suspend the performance of the work. The costs incurred as a result of this according to BCS's usual rates shall be borne by the Client. The same applies to all other rights to which BCS is entitled under the law. BCS does not accept any liability in

these cases.

2. BCS is free to terminate (*opzeggen*) or dissolve (*ontbinden*) the Contract and/or Quotation with immediate effect, without any obligation of compensation or indemnification, in the event of liquidation, (application for) a payment moratorium or bankruptcy, attachment against the Client (if the attachment has not been lifted within three months), debt restructuring or any other circumstance as a result of which the Client can no longer freely dispose of its assets. All BCS's claims against the Client shall in that case be payable immediately.
3. Dissolution does not result in obligations to undo (in the sense of Dutch Civil Code section 6:271).
4. Both amounts invoiced by BCS prior to the ending of the Contract and amounts not yet invoiced for services already performed shall remain due and payable in full in the event of the ending of the Contract for any reason and shall become immediately due and payable at the time of ending of the Contract.
5. Rights and obligations under the Contract that by their nature and content are intended to continue shall remain in full force and effect after termination of the Contract.

Article 22. Consequences of termination

1. After the ending of the Contract, the Client can request the (digital) data and/or other data to which it is entitled from BCS for up to one month after the ending of the Contract. BCS is obliged to return the data to the Client. The parties will make further agreements together on the means of return.
2. The Client's entire production environment will be archived for one year and then permanently deleted from the backup location.

Article 23. Other provisions

1. In the event of a conflict between any provision of a written Contract between the Parties and these General Terms and Conditions, the provisions of the Contract shall prevail. In the event of a conflict between the General Terms and Conditions and an Implementation Plan, the General Terms and Conditions shall prevail. In the event of a conflict between the General Provisions of these General Terms and Conditions and the Special Provisions, the Special Provisions shall prevail.
2. If one or more provisions of these General Terms and Conditions are found to be void or are voided, in full or in part, the remaining provisions of these General Terms and Conditions will continue to apply in full. BCS will then offer new provisions to replace the voided provisions, taking into account, if and to the extent possible, the purpose and scope of the original provision.

Article 24. Applicable law and disputes

1. BCS's Quotations and the Contract and all resultant legal relationships between the Parties are governed by Dutch law.
2. Oost-Brabant District Court, 's-Hertogenbosch location, shall have exclusive jurisdiction to take cognisance of all disputes in connection with a Quotation, a Contract and/or any other contract concluded in execution of or in connection with the Contract.

2. Special provisions relating to SaaS (Software as a Service)

The special provisions contained in this 'SaaS' chapter shall apply alongside the general provisions of these General Terms and Conditions and the provisions in the 'Services' chapter if BCS provides services under the name or in the area of SaaS.

Article 25. Usage right/Licence

1. For the duration of the Contract, BCS grants the Client the non-exclusive and temporary right to use the SaaS service and related documentation, which right is accepted by the Client. A licence fee is payable by the Client for the usage right.
2. The Client may only use the SaaS service for its own use within its company or organisation, for the use agreed or intended by BCS, for the number of users agreed with BCS.
3. The SaaS service may only be used by an agent of the Client, such as an accountant of the Client, if this is expressly agreed in writing between the Parties. The provisions of the Contract shall remain in full force and effect, and the Client guarantees compliance with them. The agent cannot derive any rights from the Contract.
4. The usage right cannot be assigned to a third party without BCS's prior written permission. The Client may not reproduce, sell, rent, sub-licence, alienate, grant limited rights to or publish the SaaS Service or make it available to a third party in any way or for any purpose – even if the third party in question uses the SaaS Service solely for the Client.
5. BCS is entitled to make changes to the content or scope of the SaaS service. If these changes are substantial and lead to a change in the procedures that apply at the Client, BCS will inform the Client of these changes as soon as possible. BCS is entitled to charge the Client additional costs for the use and commissioning of such changes.
6. The Client shall not modify, cross-compile or decompile the SaaS service. Nor shall the Client reverse engineer or otherwise use or examine the SaaS Service in a manner not provided for in the Contract. The source code of the software and the technical documentation in the development of the SaaS service will not be made available to the Client.
7. BCS is entitled to fully or partially deactivate the SaaS service for maintenance or other forms of service and will ensure that the deactivation does not last longer than necessary.
8. BCS will provide all of the Client's data to the Client at BCS's usual rates at or after the ending of the Contract at the Client's request, unless the parties agree otherwise in writing. BCS is not obliged to provide assistance in connection with a data conversion required by the Client.

Article 26. Client's obligations

1. The Client is responsible for ensuring access to the necessary network and the costs of using the network.
2. The Client is responsible for the functioning of the software and equipment or other peripherals it has purchased (from third parties) both independently and with one another, as well as with the SaaS service.
3. BCS is not liable for any loss related to viruses occurring at the Client and/or for any form of indirect or consequential loss in that regard, including in any case the loss related to the loss of data or backups, unless this is the result of intent or deliberate

recklessness on the part of BCS's management.

4. The Client is liable for all loss caused by the use of the SaaS service by its users.

Article 27. Accounts and Access

1. The Client must provide or fill in the information required to create an account correctly and completely. The Client must notify changes to this information to BCS as soon as possible, and the Client indemnifies BCS for any consequences arising from this data being incorrect and/or incomplete.
2. The Client is responsible for the security and confidentiality of the account, the username and the password. The Client shall ensure that the chosen passwords are changed at least once a year. The Client is not permitted to provide access to the account to unauthorised persons.

Article 28. Rectification of Bugs

1. Unless agreed otherwise in writing by the Parties, BCS shall only be subject to the warranty obligations contained in this article with regard to the SaaS Service.
2. Unless agreed otherwise by the Parties in writing, the Parties do not agree on an acceptance test and the Client accepts the SaaS service in the state it is in at the time of commissioning ("*as is, where is*"). The SaaS service shall be deemed to be accepted by the Client upon commissioning.
3. BCS does not guarantee that the SaaS service is error-free and functions without interruptions. BCS will endeavour to the best of its abilities to rectify Bugs within a reasonable period of time if and insofar as it concerns software developed by BCS itself and the Bugs in question have been reported to BCS by the Client in writing and are reproducible. Where appropriate, BCS may postpone rectifying the Bugs until a new version of the programming or software is commissioned. BCS is entitled to implement temporary solutions or workarounds or problem-avoiding restrictions in the Software. If (part of) the SaaS service and/or the underlying programming or software has been developed on the Client's instructions, BCS can charge the Client for the costs of rectification in accordance with its usual rates. BCS shall never be obliged to rectify other flaws other than those referred to in this article. If BCS is nonetheless willing to (attempt to) rectify such other flaws, BCS can charge for such work according to its usual rates for the cost of rectification.

Article 29. CVW Platform

1. This article 29 applies in addition to the articles in this 'SaaS' chapter if the Client uses the CVW Platform.
2. Reports generated via the CVW Platform (including those containing personal data) will be deleted four months after they are generated. The Client will be enabled to download these and store them locally.
3. If the Client itself does not set time limits for the retention of personal data of candidates processed through the CVW Platform on behalf of the Client, BCS will delete this personal data of a candidate ten years after this candidate's last activity.
4. If the CVW Platform is technically integrated into the Client's website, the Client shall inform visitors to its website on this website itself that it uses BCS's CVW Platform and that personal data is processed by BCS by referring to the CVW Platform's terms of use and privacy statement. The Client will ensure that permission is always sought and obtained from candidates if their personal data is added and processed through the CVW Platform. The Client is explicitly forbidden from adding the following categories of personal data in the free text fields: religious or philosophical beliefs, sex life and sexual orientation, information about union membership, racial or ethnic origin, political beliefs, genetic data and/or biometric data.
5. The Client declares and guarantees that throughout the entire term of the Contract, its website and/or other Internet pages on which Client uses a link to the CVW Platform are

and will remain connected to the CVW Platform, so that every online application by a candidate occurs through the CVW Platform at all times.

Article 30. Availability of the Service

1. BCS will endeavour to achieve uninterrupted availability of the SaaS service and access to data stored by BCS, but offers no guarantees in this regard unless BCS has promised a specific result in the Contract or Service Level Agreement (SLA).
2. In the absence of evidence to the contrary, the availability measured by BCS will constitute full proof.
3. BCS will endeavour to keep the SaaS service up-to-date. However, BCS is (partly) dependent on its supplier(s) in this regard. BCS is entitled not to install certain updates or patches from its suppliers if, in its opinion, this will not benefit correct delivery of the SaaS service.
4. If, in BCS's opinion, there is a danger to the functioning of the computer systems or network of BCS or third parties and/or to the provision of services via a network, in particular due to excessive sending of email or other data, poorly secured systems or activities of viruses, Trojans and similar software, BCS is entitled to take all steps it reasonably considers necessary to avert this danger or to reduce the consequences thereof, without being liable to the Client for any loss suffered and/or costs incurred by the Client as a result.

3. Special provisions relating to Services

The special provisions set out in this "Services" chapter shall apply alongside the General Provisions of these general terms and conditions if BCS provides services, such as advice and consultancy.

Article 31. Client's (own) responsibility

1. Without prejudice to BCS's obligations and responsibilities in the execution of the Contract, the Client remains responsible and liable for, inter alia, the decisions taken by it regarding the extent to which it wishes to rely on the advice, recommendations or other outcomes of the services provided by BCS, as well as regarding the use and implementation thereof.
2. If BCS employees perform work at the Client's offices, the Client shall provide the facilities reasonably required by those employees free of charge, such as – where applicable – a work space with telephone, data communication facilities, etc. The Client is obliged to equip and maintain the Client's locations, equipment and facilities in which or with which persons working for BCS for the performance of the deployment in such a way and to take such measures and provide such instructions for the execution of the Contract as are reasonably necessary to prevent the persons concerned from suffering loss in the execution of the Contract. If any loss is suffered by the persons concerned as a result of the Client's locations, equipment and/or facilities, the Client shall be liable for this and the Client shall indemnify BCS against all claims from the persons concerned in this regard.
3. If necessary for the execution of the Contract, the Client shall deploy specific personnel to enable BCS to execute the Contract. Costs arising from the unavailability or late availability of the aforementioned personnel shall be borne by the Client.

Article 32. Fee

1. BCS is entitled to the fee as agreed in the Contract in respect of the work. All rates quoted are exclusive of expenses (such as shipping, travel, accommodation and communication costs), third parties' costs, sales tax (VAT) and other government-imposed taxes and levies.
2. BCS has the right to amend the agreed fee if it believes a change in wages and/or other costs or expenses gives cause to do so.
3. BCS will give the Client 30 days' prior written notice of changed rates.
4. Notwithstanding Article 10 paragraph 1, the Parties agree that if services are provided, BCS will charge the fee in arrears (in monthly periods) based on the hours and/or days worked at the Client. The hours and/or days worked will be recorded on timesheets which can be provided upon request. When calculating the fee, the (timesheet) records kept by BCS will be leading and binding. This also applies to the records of travel time.
5. The costs and expenses of third parties engaged by BCS in consultation with Client will be charged on to Client in full.

Article 33. Complaints

1. The Contract shall be deemed to have been correctly and fully executed and accepted by the Client if the Client has not complained to BCS in writing, stating reasons, within 15 days of its (partial) completion.
2. In the absence of a timely complaint as referred to in paragraph 1 of this article, the Client shall no longer be entitled to invoke any defect in the (partial) execution of the Contract.
3. If BCS considers the complaint(s) to be well-founded, it shall at all times be entitled to

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adjust the fee charged, improve or redesign the rejected work free of charge, or not (or no longer) execute the Contract in whole or in part against a proportional refund of the fee already paid by the Client.

4. Submitting a complaint does not entitle the Client to refuse payment of an invoice or to suspend its (payment) obligation.

4. Special provisions relating to Seminar, workshop and training course

The special provisions contained in this "Seminar, workshop and training course" chapter shall apply alongside the General Provisions of these general terms and conditions if the Client registers for or participates in a BCS seminar, workshop or training course.

Article 34. Registration

1. Registration for a seminar, workshop and/or training course (hereinafter: Training) from BCS can be done for each Client for a single employee or a group of employees through the Webshop or by telephone. The location of the Training can be found on the Webshop. The Training can also be provided at the Client's location by mutual agreement.
2. BCS is only obliged to act on a registration if it is confirmed in writing by BCS no later than five (5) working days before the start of the Training.
3. The Training is provided at the rates in force at that time.

Article 35. Cancellation

1. BCS will make every reasonable effort to enable the Training to take place. BCS reserves the right to cancel the Training due to lack of the required number of registrations. If BCS cancels the Training, the participant will be notified of this no less than five (5) working days before the start of the Training. BCS will refund any costs already paid by the Client.
2. The Client can cancel a registration for a Training free of charge in writing up to five (5) working days before the start of the Training using the contact form in the Webshop or by email to info@bcs.nl. In the event of later cancellation, the Client will be charged half of the cost of the Training.
3. If the Client fails to fulfil an obligation under these General Terms and Conditions, resulting in cancellation or postponement of a Training, the Client shall owe BCS a cancellation fee equal to half the cost of the Training.
4. If a Training cannot take place, BCS shall in no event be liable for any loss suffered regardless of the reason for cancellation and on any legal basis whatsoever.

Article 36. Payment

1. The costs for the Training will be charged to the Client after registration and/or after attending the relevant Training in accordance with the provisions of Article 10 of these General Terms and Conditions.

Article 37. Changes

1. BCS reserves the right to make changes to the content, dates, location and any other specifications where necessary. BCS shall not be liable for any costs and loss suffered by the participant and/or registering party as a result of this.

Article 38. Intellectual property

1. All the material plus supplementary documentation provided by BCS at a Training may not be reproduced without prior written permission from BCS or the copyright holder.
2. The participant is granted a non-exclusive, non-transferable usage right in respect of the SaaS service used in the Training for training purposes. This usage right ends at the end of the Training. The participant is not allowed to reproduce the aforementioned SaaS service or parts thereof and/or make them available to third parties.

Article 39. Training Subscription

1. The Client can register for and participate in unlimited Training for a fixed amount per year (hereinafter: Training Subscription) For each Training, the Client can register a maximum of five (5) persons for a Training.
2. The Training Subscription is concluded for a period of one year. After the expiry of this period, the Training Subscription will be tacitly extended each time for a period of one year, unless the Client has notified BCS at least one month before the end of this period in writing that it wishes to terminate (*opzeggen*) the Training Subscription.
3. The Client can cancel the Training Subscription using the cancellation form on the BCS website: <https://bcs-hr.com/opzeggen>.
4. The Client cannot cancel a Training Subscription prematurely. The cost of the Subscription will then remain due.
5. BCS may terminate (*opzeggen*) the Training Subscription subject to twelve (12) months' notice.

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