

General Terms and Conditions Webinars.nu B.V.

ARTICLE 1. | DEFINITIONS

In these general terms and conditions, the following terms, always capitalized, are used in the following meanings.

1. Webinars.nu: Webinars.nu B.V., the user of these general terms and conditions, with its registered office at Saturnussingel 214, 1363 RG in Almere (no visiting address), with offices at Binnendelta 1L, 1261 WZ in Blaricum, registered in the Trade Register under Chamber of Commerce number 83369112.
2. Customer: any natural or legal person with whom Webinars.nu has concluded or intends to conclude an Agreement.
3. Parties: Webinars.nu and the Customer jointly.
4. Agreement: any agreement between the Parties under which Webinars.nu undertakes to provide Services and/or deliver Products to the Customer.
5. Services: the services that Webinars.nu has committed to provide to the Customer under the Agreement, including, but not limited to, and in the broadest sense of the word, the realization of a Production, the construction of a studio for that purpose, and marketing services to promote a Production.
6. Production: a webinar, online talk show, livestream, podcast, video, or similar production realized by Webinars.nu on behalf of the Customer.
7. Products: the items to be sold and delivered by Webinars.nu to the Customer within the framework of an Agreement, such as, but not limited to, cameras, microphones, switching devices, computers, lamps, and other audio and video equipment.
8. In writing: communication in writing, communication by email, or any other means of communication that can be equated with this in view of the state of technology and generally accepted standards of conduct in society.

ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions apply to every offer made by Webinars.nu and every Agreement concluded.
2. These general terms and conditions also apply to Agreements for the execution of which third parties are involved by Webinars.nu.
3. The applicability of any general terms and conditions of the Customer, under whatever name, is expressly rejected.
4. The provisions of these general terms and conditions may only be deviated from expressly and in Writing, such as by means of the quotation from Webinars.nu accepted by the Customer. If and insofar as the provisions of these general terms and conditions deviate from what the Parties have expressly agreed in Writing, what the Parties have expressly agreed in Writing shall prevail.
5. The invalidity or nullity of one or more of the provisions of these general terms and conditions or the Agreement as such shall not affect the validity of the remaining provisions. In such a case, the Parties are obliged to enter into mutual consultation in order to agree on a replacement provision for the affected clause. In doing so, the purpose and scope of the original provision will be taken into account as much as possible.
6. If and insofar as Webinars.nu processes personal data in the context of the performance of the Agreement, this will be done in accordance with the applicable privacy legislation, including the General Data Protection Regulation (GDPR). Further information about the processing of personal data is included in the privacy statement of Webinars.nu (<https://webinars.nu/privacy-statement/>).

ARTICLE 2A. | GENERAL PROVISIONS

1. Webinars.nu primarily focuses on entering into Agreements with Customers who are acting in the course of a profession or business (B2B).
2. If and insofar as Webinars.nu nevertheless enters into an Agreement with a natural person who is not acting in the course of a profession or business (consumer), the mandatory consumer provisions apply in addition to these general terms and conditions.
3. In the event of a conflict between the provisions of these general terms and conditions and mandatory consumer law, mandatory consumer law shall prevail. The exclusions and limitations of liability, suspension, set-off, and termination included in these general terms and conditions shall in that case apply only to the extent that they are legally valid in relation to consumers.

ARTICLE 3. | OFFER AND CONCLUSION OF THE AGREEMENT

1. Any offer made by Webinars.nu (including its quotations) is without obligation, even if a term of acceptance is stated therein. Webinars.nu may revoke its offer immediately, or at least as soon as possible after its acceptance by the Customer.
2. The Customer cannot derive any rights from an offer made by Webinars.nu that contains an obvious error or mistake, or from an offer made by Webinars.nu that is based on incorrect or incomplete information provided by the Customer.
3. Without prejudice to the provisions of paragraph 1, each Agreement is concluded at the moment that the Customer has accepted the offer from Webinars.nu in the manner designated by Webinars.nu for that purpose. Acceptance by the Customer shall also be deemed to have taken place if the Customer provides the relevant purchase number to Webinars.nu or otherwise gives Webinars.nu apparent consent to execute the Agreement. If the Customer's acceptance deviates from the offer made by Webinars.nu, the Agreement will not be concluded in accordance with this deviating acceptance, unless Webinars.nu indicates otherwise.
4. If Webinars.nu provides the Customer with a Written confirmation following a verbal Agreement, this confirmation shall be deemed to accurately and completely reflect the Agreement, unless the Customer has submitted a reasoned complaint in Writing within two working days of receiving the confirmation.
5. If the Customer concludes the Agreement on behalf of another natural or legal person, he declares that he is authorized to do so by entering into the Agreement. In addition to this (legal) person, the Customer is jointly and severally liable for the fulfillment of the obligations arising from that Agreement.

ARTICLE 4. | GENERAL OBLIGATIONS OF THE CUSTOMER

1. The Customer is obliged to provide Webinars.nu with all information that is reasonably relevant to the design and implementation of the Agreement as soon as possible, as required for the design or implementation of the Agreement, in full and in the manner prescribed by Webinars.nu. The Customer guarantees the accuracy of all information provided by them to Webinars.nu.
2. The Customer must also always provide Webinars.nu with all cooperation required for the execution of the Agreement, including the granting of all powers and authorizations necessary for the proper execution of the Agreement. The Customer shall take all reasonable measures to optimize the execution of the Agreement.
3. Without prejudice to any express agreements made in writing in this regard, the Production shall be carried out at the discretion of Webinars.nu. The Customer must be present during the execution of a Production or delegate a person who is present during the execution of the Production for matters concerning the Production on which Webinars.nu wishes the Customer to have a say. If the Customer or the designated representative is not present, the persons employed by Webinars.nu on behalf of the Customer are authorized to make all decisions regarding the execution of the Production.
4. If and insofar as the Agreement is performed at the Customer's location or another location designated by the Customer and agreed between the Parties, the Customer shall ensure that the designated space(s) for performance are suitable for this purpose, the access routes and doors are suitable for the transport of any items that Webinars.nu may bring or deliver, and Webinars.nu can make use of all items and facilities present at that location and reasonably desired by it, free of charge.
5. If and insofar as employees or managers within the Customer's organization, or third parties engaged by the Customer, such as presenters, speakers, hosts, and moderators, are involved in the performance of the Agreement, the Customer guarantees that these persons will be available to Webinars.nu in a timely manner and that they will cooperate fully and follow instructions in the performance of the Agreement. hosts, and moderators, are involved in the performance of the Agreement, the Customer guarantees that these persons will be available to Webinars.nu in a timely manner and that they will cooperate fully and follow the instructions of Webinars.nu in order to enable the proper performance of the Agreement. Webinars.nu is never liable for the consequences of failure to follow the instructions communicated by Webinars.nu.

ARTICLE 5. | DURATION, TERMINATION AND CANCELLATION OF AGREEMENTS AND RELOCATION

1. The Agreement shall end upon completion of the Services or delivery of the Products, unless the nature and/or scope of the Agreement implies that the Parties have committed themselves to each other for a definite or indefinite period of time to continuous, recurring or successive performances (hereinafter: "Continuing Agreement"), such as in the case of subscription-based podcast services.
2. A Continuing Performance Agreement is deemed to have been entered into for an indefinite period of time if no specific term has been expressly agreed in Writing. If a specific term has been expressly agreed in Writing, the Continuing Performance Agreement will be tacitly renewed after the expiry of the specific term for the originally agreed specific term, unless the Continuing Performance Agreement has been terminated in good time in accordance with the provisions of the following paragraph.
3. A Continuing Performance Agreement shall end by written notice of termination with due observance of a notice period of one month, but not earlier than the expiry of any fixed term.
4. If the Customer cancels an order for Products after the Agreement has been concluded, the Customer will remain liable for the full agreed price and any delivery costs already incurred.
5. If the Customer proceeds to cancel a Production, the following cancellation conditions apply:
 - In the event of cancellation up to the 2nd working day (exclusive) before the start of Production, the Customer shall owe 50% of the agreed total price;
 - In the event of later cancellation, the Customer remains liable for the full agreed price.
 - The above is separate from any purchase obligation based on what has been agreed in a quotation.

If and insofar as no fixed price but an hourly rate has been agreed, the expected time spent will be taken into account in determining the cancellation costs owed by the Customer under this paragraph. In that case, a time spent reasonably determined by Webinars.nu will be binding on the Customer.
6. If the Customer does not wish to cancel a Production, but to reschedule it, rescheduling is possible if and insofar as the availability of Webinars.nu allows this in the opinion of Webinars.nu. In the event of rescheduling, the Customer shall owe, in addition to the agreed total price of the Production, 25% of this total price as costs for the rescheduling.
7. Contrary to the provisions of the previous paragraph, the Customer will not owe the aforementioned costs for the postponement (25%) if the postponement must take place as a result of circumstances not attributable to the Customer, such as in the event of a calamity whose cause is not attributable to the Customer.
8. By accepting an offer from Webinars.nu, the Customer enters into a purchase obligation with regard to what is described in the quotation accepted by the Customer. Accepting a quotation is therefore not without obligation. This purchase obligation is justified by the fact that, from that moment on, Webinars.nu reserves studio facilities, personnel, and other resources and carries out preparatory activities in order to be able to properly execute the Agreement.
9. Rescheduling of planned work is only possible in consultation and subject to the availability of Webinars.nu. In principle, planned work can be postponed for a maximum of three months from the originally agreed date, unless the Parties expressly agree otherwise in Writing. If rescheduling proves impossible or does not lead to agreement, the provisions of this article regarding cancellation shall remain in full force and effect.
10. If and insofar as Webinars.nu has granted the Customer a discount on (parts of) the quotation, the Customer will be obliged to purchase the entire quotation. In that case, cancellation by the Customer is not possible, or at least only possible against payment of 100% of the total quotation amount. This provision is intended to prevent the studio and personnel capacity reserved by Webinars.nu, as well as the deployment and planning associated with the discount, from becoming available without compensation.

ARTICLE 6. | OPTIONS

1. If Webinars.nu explicitly offers this to the Customer with regard to a particular Production, the Customer may, without obligation, have an option placed in the Webinars.nu calendar for the execution of the Production. Such an option is guaranteed for five working days after the option has been placed.
2. If a date and time slot for a Production that is under option is requested by another customer of Webinars.nu within the five working days referred to in paragraph 1, the Customer has 24 hours after being notified of this by Webinars.nu to convert the option into a definitive booking.
3. An option becomes final if the Parties agree that the booking is final. An option also becomes final seven days before the start of the Production for which the option was placed. An option can therefore be canceled or rescheduled free of charge up to seven days before the start of the Production for which the option was placed.

ARTICLE 7. | OVERRUN OF LIVE PRODUCTIONS

The duration of a Production concerning a live broadcast is expressly agreed in Writing. An overrun of up to 15 minutes is permitted free of charge. For a longer overrun, Webinars.nu may charge additional costs in proportion to the agreed total price. If multiple Productions have been agreed upon and Webinars.nu deems the overrun to be of a structural nature, Webinars.nu may also charge the aforementioned additional costs for the first 15 minutes.

ARTICLE 8. | ON-DEMAND AVAILABILITY OF LIVE PRODUCTIONS & STORAGE OF FILES

1. If the Production is a live broadcast, it will remain available on demand for one year after the Production has been broadcast live, in accordance with the standard procedure. After this year, Webinars.nu will remove the recording, meaning that end users will no longer be able to view the Production. This may be deviated from at the initiative of the Customer. Webinars.nu is entitled to charge a fee for this.
2. The files offered by Webinars.nu (recordings of live broadcasts, montages, etc.) will remain available for download for 30 days after the broadcast. After these 30 days, the files will be deleted and it will no longer be possible to download them, unless the Parties have expressly agreed otherwise in Writing.

ARTICLE 9. | PARTICIPANTS IN LIVE PRODUCTIONS

1. If the Production is a live broadcast, the maximum number of participants is set at 500. More participants are possible at an additional cost. In the unlikely event that the limit of 500 viewers is exceeded during the live broadcast, this will be charged to the Customer on the basis of subsequent calculation.

ARTICLE 10. | TERMS

1. Insofar as it does not concern services to be provided on a specific day, at a specific time, and/or during a specific period, after the expiry of which performance is permanently impossible, all performance and delivery deadlines stated by Webinars.nu to which it has committed itself to the Customer shall be regarded exclusively as indicative, non-fatal deadlines. In such cases, Webinars.nu shall not be in default until the Customer has given Webinars.nu written notice of default, specifying a reasonable period within which Webinars.nu can still perform the Agreement and performance has still not taken place after the expiry of the latter period.
2. Default by Webinars.nu entitles the Customer to terminate that part of the Agreement to which the default relates, but never to additional compensation.

ARTICLE 11. | USE OF THE WEBINARS.NU PLATFORM

1. If the Agreement provides that a Webinars.nu platform will be set up for the Customer for a Production, the provisions of the following paragraphs of this article shall apply.
2. Webinars.nu grants the Customer a non-transferable and non-exclusive right to use the Webinars.nu platform for the purpose of organizing the agreed Production(s) for a specific period. In this context, Webinars.nu acts (in part) as a software supplier (Software as a Service – SaaS) by making the Webinars.nu platform available and maintaining it as part of the agreed services.
3. The right of use exclusively comprises the powers expressly granted in the Agreement and these general terms and conditions. Webinars.nu is at all times entitled to provide the Customer with further (usage) instructions and/or other instructions regarding the use of the Webinars.nu platform. The Customer hereby declares that it accepts these further (usage) instructions and/or instructions in advance.
4. The actions included in the right of use may only be performed for the Customer's own business or professional activities, but never in such a way that they lead or could lead to any form of commercial or non-commercial exploitation of the Webinars.nu platform or any part thereof by the Customer or a third party.
5. The use of the Webinars.nu platform is at the Customer's expense and risk. Actions taken by Webinars.nu for the purpose of facilitating Productions, including (but not limited to) sending invitations and reminders to visitors of a Production, are deemed to have been performed on behalf of the Customer. Webinars.nu is not liable for any damage resulting from these actions performed by it on behalf of the Customer, nor for damage resulting from actions of the Customer within the Webinars.nu platform.
6. If the Customer or employees of the Customer use the Webinars.nu platform in a manner that is contrary to the instructions and/or guidelines of Webinars.nu or otherwise improper, the Customer will be liable for all damage resulting from this use.
7. Webinars.nu is never liable for any unexpected downtime of the Webinars.nu platform, for whatever reason.

8. Webinars.nu strives for an annual availability (uptime) of the Webinars.nu platform of 97.2%. This uptime is only a non-binding target value and does not constitute a guarantee or service level agreement (SLA). Without prejudice to the provisions of paragraph 7, the Customer can never derive any rights from any form of downtime, malfunctions, maintenance, interruptions, or reduced accessibility of the Webinars.nu platform, including any right to compensation, refund, price reduction, suspension, or termination.
9. Insofar as personal data is processed when using the Webinars.nu platform, this is done in accordance with the GDPR and the privacy statement of Webinars.nu. The Customer acknowledges that in many cases it qualifies as a controller and that Webinars.nu may act (in part) as a processor. If required by law, the Parties will make further Written agreements in this regard, including the conclusion of a processing agreement.

ARTICLE 12. | DELIVERY OF PRODUCTS

1. The delivery of Products takes place by delivery to the delivery address specified by the Customer. If no delivery address is specified, the billing address will be used as the delivery address.
2. Webinars.nu is entitled to deliver orders in parts.
3. If the agreed delivery period is exceeded, the Customer is never entitled to refuse to take delivery of the Products and/or to pay the amount owed by him to Webinars.nu under the Agreement.
4. If the Products could not be delivered as a result of a circumstance attributable to the Customer, Webinars.nu is entitled to store the Products at the Customer's expense, without prejudice to the Customer's obligation to pay the amount owed by him to Webinars.nu under the Agreement. Any additional costs incurred in connection with the Customer's failure to take delivery as referred to here, such as additional delivery costs, will therefore be borne by the Customer.
5. At the time of delivery, or immediately thereafter, the Customer must check whether the nature and quantity of the Products comply with the Agreement. If, in the Customer's opinion, the nature and/or quantity of the Products do not comply with the Agreement, he must immediately notify Webinars.nu thereof.
6. Complaints regarding defects that were not reasonably visible or otherwise detectable at the time of delivery must be submitted in writing to Webinars.nu within seven days after the Customer became aware of the existence of the defect, or at least should reasonably have become aware of it.
7. Products may never be returned without prior written permission from Webinars.nu.
8. If the Customer fails to complain in a timely manner, Webinars.nu shall not be subject to any obligation arising from such a complaint by the Customer.
9. The warranty on the Products is limited to any manufacturer's warranty that the manufacturer has provided with the Products in question.

ARTICLE 13. | COMPLAINTS REGARDING SERVICES AND INVOICES

1. The Customer is obliged to report any complaint regarding the performance of the Services by or on behalf of Webinars.nu immediately after discovery, or at least reasonably being able to ascertain the alleged shortcoming, and then confirm this to Webinars.nu in writing within two working days, failing which Webinars.nu will be deemed to have fulfilled its obligations in this regard and the Customer will no longer be able to invoke any shortcoming on the part of Webinars.nu in this regard.
2. Complaints regarding the amount of invoice amounts must be submitted to Webinars.nu in writing within seven days of the invoice date, failing which the Customer's right to object in this regard will lapse.
3. If the Customer does not complain in time, Webinars.nu will not be subject to any obligation arising from such a complaint by the Customer.
4. Even if the Customer complains in a timely manner, their obligation to pay in full and on time, as well as their obligation to continue to comply with the Agreement, will remain in force.

ARTICLE 14. | FORCE MAJEURE

1. Webinars.nu is not obliged to (further) perform the Agreement if and for as long as it is unable to do so as a result of force majeure. In addition to what is understood in this regard in legislation and case law, force majeure is understood to mean technical malfunctions, fire, accident or illness of personnel, untimely or improper performance of work by third parties, transport restrictions, power failures, malfunctions in communication connections and the like, as a result of which performance of the Agreement is permanently or temporarily impossible.
2. Insofar as the force majeure situation makes the performance of the Agreement permanently impossible or lasts or will last longer than three months, the Parties are entitled to terminate the Agreement with immediate effect.
3. If Webinars.nu has already partially fulfilled its obligations when the force majeure situation arises, or can only partially fulfill its obligations, it is entitled to charge the part of the Agreement that has already been performed or can still be performed separately, as if it were an independent Agreement. Other damage resulting from force majeure is not eligible for compensation.

ARTICLE 15. | SUSPENSION AND TERMINATION

1. Webinars.nu is, if the circumstances of the case reasonably justify it, authorized to suspend the performance of the Agreement or to terminate the Agreement in whole or in part with immediate effect if the Customer fails to fulfill its obligations under the Agreement, fails to do so on time or in full, or if, after the conclusion of the Agreement, Webinars.nu becomes aware of circumstances that give good reason to fear that the Customer will not fulfill its obligations. If the fulfillment of the Customer's obligations in respect of which it is in default or threatens to be in default is not permanently impossible, the right to terminate shall only arise after the Customer has been given written notice of default by Webinars.nu, in which notice of default a reasonable period is specified within which the Customer can (still) fulfill its obligations and fulfillment has still not taken place after the expiry of the latter period.
2. If the Customer is in a state of bankruptcy, has applied for (provisional) suspension of payments, any attachment has been made on its goods, or in cases where the Customer is otherwise unable to freely dispose of its assets, Webinars.nu is entitled to terminate the Agreement in whole or in part with immediate effect.

3. Furthermore, Webinars.nu is entitled to terminate the Agreement in whole or in part if circumstances arise that are of such a nature that fulfillment of the Agreement is impossible or that it cannot reasonably be expected to maintain it unchanged.
4. The Customer shall never be entitled to any form of compensation in connection with the right of suspension and/or termination exercised by Webinars.nu on the basis of this article.
5. Insofar as the reason that led to the suspension or termination of the Agreement can be attributed to the Customer, the Customer is obliged to compensate Webinars.nu for any damage it suffers as a result.
6. If Webinars.nu terminates the Agreement on the basis of this article, all outstanding claims against the Customer shall become immediately due and payable.

ARTICLE 16. | PRICES, ADDITIONAL COSTS, AND PAYMENTS

1. The offer from Webinars.nu states as accurately as possible the price factors, including but not limited to a fixed price and/or hourly rate, a periodic rate in the context of a Long-term Agreement, and any additional costs incurred by the Customer, such as travel, delivery, and accommodation costs. Any parking costs incurred at the location where the Services are performed will in any case be borne by the Customer, even if this is not expressly stated in the offer made by Webinars.nu.
2. Webinars.nu is only committed to the services that have been explicitly agreed in writing. Any additional costs incurred by the Customer that fall outside the scope of the Agreement are at the expense of the Customer and will never be reimbursed by Webinars.nu.
3. Webinars.nu is entitled to change the agreed price of a Long-Term Agreement. Webinars.nu will notify the Customer of a price increase no later than two months before the price change takes effect. If the Long-Term Agreement has been entered into for a fixed term, the price change will not take effect until that fixed term has expired.
4. Unless expressly stated otherwise, all amounts stated by Webinars.nu and owed by the Customer are exclusive of VAT.
5. Unless the Parties have already expressly agreed otherwise in Writing, Webinars.nu is entitled to demand partial or full payment in advance. Long-term Agreements are invoiced monthly.
6. Webinars.nu is not obliged to (further) perform the Agreement for as long as the Customer is in default of any payment obligation towards Webinars.nu that is incumbent upon it and already due and payable.
7. Payments must be made by bank transfer within the period stated by Webinars.nu on the relevant invoice. Webinars.nu applies a standard payment term of 14 days after the invoice date, but may deviate from this in individual cases.
8. Webinars.nu is entitled to make the invoice or invoices due to the Customer available to him exclusively by email.
9. The Customer is always obliged to pay without invoking suspension or set-off.
10. If timely payment is not made, the Customer will be in default by operation of law. From the day that this default occurs, the Customer will owe interest of 2% per month on the outstanding amount, with part of a month being counted as a full month.
11. All reasonable costs, both judicial, extrajudicial, and enforcement costs, incurred in order to obtain amounts owed by the Customer shall be borne by the Customer.

ARTICLE 17. | LIABILITY AND INDEMNIFICATION

1. Webinars.nu is not liable for damage caused by inaccuracies or omissions in the information provided by the Customer, any other failure to fulfill the Customer's obligations arising from the law or the Agreement, or any other circumstance that cannot be attributed to Webinars.nu.
2. Webinars.nu provides the agreed Services to the best of its knowledge and ability and in accordance with the requirements that may be imposed on a competent professional. However, insofar as the nature or scope of the relevant obligation does not prevent this, Webinars.nu is only committed to a best-efforts obligation.
3. Webinars.nu is not liable for the number of registrations and the number of participants in a live broadcast or on-demand version thereof.
4. Webinars.nu is not liable for any violation of the Customer's (intellectual property) rights by third parties.
5. Webinars.nu is not liable for damage resulting from malfunctions or maintenance to be performed on servers and other systems on which the Services of Webinars.nu depend.
6. Webinars.nu is never liable for indirect damage, including loss suffered, lost profit, and damage resulting from business interruption.
7. If, despite the provisions of these general terms and conditions, Webinars.nu is liable for any damage, Webinars.nu shall at all times have the right to repair this damage. The Customer must give Webinars.nu the opportunity to do so, failing which any liability on the part of Webinars.nu in this regard shall lapse.
8. Webinars.nu is not liable for damage resulting from incomplete or incorrect information on the Webinars.nu platform or inaccuracies or omissions in the facilitation of a Production, nor for damage resulting from the inability to proceed with a Production.
9. If Webinars.nu, on behalf of the Customer, makes use in any way of, but not limited to, company or brand names and logos or any other (visual) material to which the Customer is not the rightful owner, the Customer guarantees that explicit permission has been granted for this by the rightful owner. The Customer indemnifies Webinars.nu against all claims from third parties in this regard.
10. The liability of Webinars.nu is limited to the proper provision of the Services or repair or replacement of the delivery to which the liability of Webinars.nu relates. If the proper provision of the Services or repair and replacement is not possible, Webinars.nu's liability is limited to a maximum of the invoice value of the Agreement, or at least to that part of the Agreement to which Webinars.nu's liability relates.
11. Contrary to the statutory limitation period, the limitation period for all claims and defenses against Webinars.nu is one year.
12. If, in the performance of the Agreement, the Customer provides Webinars.nu with goods, such as data files, images, etc. that are protected under the Copyright Act or any other intellectual property right, the Customer guarantees that no infringement of third-party intellectual property rights will be made and indemnifies Webinars.nu in and out of court against all consequences arising from the use, duplication, or reproduction thereof.
13. The Customer indemnifies Webinars.nu against any claims and third-party claims for damage attributable to parties other than Webinars.nu. If Webinars.nu is held liable by third parties on that basis, the Customer is obliged to assist Webinars.nu both in and out of court and to immediately do everything that can reasonably be expected of him in that case. If the Customer fails to take adequate measures, Webinars.nu is entitled, without notice of default, to take such measures itself. All costs and damage incurred by Webinars.nu and/or third parties as a result will be fully borne by and at the risk of the Customer.
14. The limitations of liability in these general terms and conditions do not apply if the damage is caused by intent or deliberate recklessness on the part of Webinars.nu or its management personnel.

ARTICLE 18. | RIGHT OF USE

1. The Customer shall only acquire the right of use with regard to a Production if it has fully complied with its payment obligations towards Webinars.nu. As long as full payment has not been made, the Customer shall refrain from any actions with regard to the Production, including publishing it in any way whatsoever.
2. Webinars.nu will never grant the Customer the right of use with regard to raw files and editing files.

ARTICLE 19. | PORTFOLIO AND PROMOTIONAL USE

1. The Customer grants Webinars.nu a non-exclusive, worldwide, transferable, and sublicensable right to use the materials supplied by the Customer within the framework of the Agreement, as well as (parts of) the completed Production, including the accompanying image and sound recordings, company and brand names and logos, for the purposes of Webinars.nu's portfolio, demonstration, sales, and promotional activities, including use on website(s), social media channels, presentations, demo environments, and commercial promotional material.
2. The right of use referred to in paragraph 1 expressly does not include the use of registration data, participant data, or other personal data of participants or visitors to Productions. Webinars.nu will never use such data for portfolio, demo, or promotional purposes.
3. If the Customer does not want the material referred to in paragraph 1 to be used by Webinars.nu, the Customer must expressly notify Webinars.nu of this in writing. In that case, Webinars.nu will refrain from the intended use or remove or modify any material already published within a reasonable period of time, insofar as this can reasonably be expected of Webinars.nu and with due regard for technical and practical limitations.

ARTICLE 20. | RETENTION OF TITLE

1. All Products remain the property of Webinars.nu until the Customer has fulfilled all its payment obligations to Webinars.nu under the relevant Agreement.
2. The Customer is prohibited from selling, pledging, or otherwise encumbering the Products subject to retention of title.
3. If third parties seize the Products subject to retention of title, or wish to establish or assert rights thereto, the Customer is obliged to notify Webinars.nu of this as soon as possible.
4. In the event of a breach of the provisions of this article, the amount owed by the Customer under the Agreement shall become immediately due and payable in full.
5. The Customer grants Webinars.nu or third parties designated by Webinars.nu unconditional permission to enter all locations where the Products subject to retention of title are located. The Customer must provide Webinars.nu with all information upon first request in order to exercise its ownership rights.
6. If, after the Products have been delivered to the Customer by Webinars.nu, the Customer has fulfilled its obligations, the retention of title with regard to these Products shall be revived if the Customer fails to fulfill its obligations under a later Agreement.

ARTICLE 21. | FINAL PROVISIONS

1. Webinars.nu is entitled to amend these general terms and conditions. In such a case, the Customer will be notified thereof, whereby the amended general terms and conditions will be provided to him and will then apply.
2. Webinars.nu is at all times entitled to transfer its rights and obligations under the Agreement to a third party, for example in connection with a change in its legal form.
3. All Agreements and all legal relationships arising between the Parties therefrom are governed exclusively by Dutch law.
4. Before taking legal action, the Parties are obliged to make every effort to settle the dispute in mutual consultation.
5. Only the competent court within the district of the Midden-Nederland court of first instance is designated to hear any legal disputes between the Parties, without prejudice to Webinars.nu's right to designate another court competent under the law.