

**THIS TRANSLATION IS OFFERED TO YOU AS A SERVICE;  
ONLY THE ORIGINAL DUTCH VERSION HAS LEGAL  
VALIDITY – Dutch version can be found on [www.emanifest.nl](http://www.emanifest.nl)**

## GENERAL CONDITIONS

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### 1. Definitions

The terms used in these general terms and conditions are defined as follows, unless explicitly defined differently.  
E Manifest: User of these general terms and conditions, located in The Hague at Kalvermarkt 53, KvK nr. 65220927.  
Client: the natural person or legal entity that has given the assignment to E Manifest in accordance with these conditions.  
Agreement: every written and mutual accepted by both parties accepted confirmation of delivery of one or more products and/or services of E Manifest.

### 2. General

#### Article 2.1 Applicability

1. These conditions are applicable to all offers, quotations and all agreements between E Manifest and a client to which E Manifest has stated that these conditions are applicable, in so far as parties have not made any specific written agreements to the contrary.
2. These terms and conditions are also applicable to all agreements with E Manifest when third parties are involved for execution.
3. Deviations from these general terms and conditions are only valid when agreed explicitly and in writing.
4. General conditions of Client or third parties are not binding for E Manifest and therefore not applicable.
5. If one or more of the conditions of these general terms and conditions or of the accompanying agreement are invalid or dissolved, the remaining conditions of these general terms and conditions and the agreement shall remain applicable in full.
6. If E Manifest does not always require the strict execution of these conditions, this does not mean that the stipulations therein do not apply or that E Manifest loses the right to require the strict execution of these conditions in other cases.
7. If a situation arises between parties that is not stipulated in these conditions, then this situation should be judged in the spirit of these conditions.

#### Article 2.2 Offers and quotations

1. All offers and/or quotations are made free of obligation unless explicitly specified otherwise. If a validity period is specified, it is only indicative and no rights can be derived from it.
2. An agreement is considered concluded when E Manifest acknowledged the written acceptance of Client, or when E Manifest started the execution of the agreement. E Manifest is entitled to refuse an acceptance without a statement of reasons.
3. Specified prices in an offer or quotation are without VAT and other government imposed taxes, unless stated otherwise.
4. A composite price statement does not oblige E Manifest to

perform a part of the order at a corresponding part of the price quoted.

5. If a price in an offer or quotation is based on data provided by Client and these data seem to be incorrect, then E Manifest is entitled to adjust the price to a reasonable price belonging to the correct data, also when the agreement is established.
6. All prices in an offer or quotation are subject to typing and calculation errors.
7. Offers and quotations are not automatically applicable to future orders.

#### Article 2.3 Duration of agreement and execution

1. The agreement between E Manifest and Client last for the duration of the work to be executed with regard to the agreement, unless the nature of the agreement suggest otherwise or if parties have agreed otherwise explicitly and in writing.
2. If for the execution of certain activities, a term was agreed, then this term is never fatal. When this term is exceeded Client must notify E Manifest in writing about the default and offer a reasonable term for E Manifest to finish execution of the agreement.

#### Article 2.4 Execution of agreement

1. E Manifest will execute the agreement to the best of its knowledge and abilities, according to the demands of good craftsmanship.
2. E Manifest is entitled to involve third parties in the execution of the agreement, without requiring permission of Client.
3. Client will provide all data, of which E Manifest explains them to be necessary or of which Client should reasonably be expected to know they are necessary for execution of the agreement, in a timely manner. The term of execution does not start until Client has provided E Manifest with all the necessary data. If the data required for the execution of the agreement is not delivered to E Manifest on time, E Manifest reserves the right to suspend execution of the agreement and/or to charge Client with extra costs caused by the delay.
4. Client guarantees the correctness, completeness and reliability of the data supplied by him or on behalf of him to E Manifest. E Manifest shall not be liable for damage of whatever nature caused by the fact that E Manifest worked on the basis of incorrect and/or incomplete data provided to E Manifest by or on behalf of Client.
5. Client is obliged to inform E Manifest without delay of changes to the issued information and other facts, data and circumstances that could be of importance for the execution of the agreement.
6. If it has been agreed that the agreement will be executed in stages, E Manifest reserves the right to suspend execution of the components forming part of a subsequent state until Client has approved the results of the preceding stage in writing.

#### Article 2.5 Modification of agreement

1. If during the execution of the agreement it becomes evident that for proper execution thereof it is necessary to supplement or otherwise modify the agreement, parties will modify the agreement in mutual consent and in a timely manner. E Manifest is entitled to refuse a request for modification of the agreement.
2. If the nature, size or content of the agreement is modified and consequently the agreement changed in quality and/or quantity, this can effect on what was originally agreed. In this case Client

accepts the possibility of modification of the agreement, including a change in price and term of execution.

3. If a fixed price was agreed, E Manifest has the right to raise the price without Client having the right to dissolve the agreement for this reason, if raising the price flows from a privilege or obligation by law or if the price is raised on grounds that were reasonably unforeseeable at the time the agreement was concluded.

4. In case of periodic payments, E Manifest is entitled to raise the prices with thirty days' prior written notice. If Client does not agree with this chance, Client may end the agreement.

#### **Article 2.6 Suspension, dissolution and premature cancellation of the agreement**

1. E Manifest is entitled to suspend the execution of its duties or dissolve the agreement, if

a. Client does not, not completely or not timely execute its contractual duties;

b. after conclusion of the agreement E Manifest gains knowledge of circumstances that are good grounds for fearing Client will not fulfill the obligations;

c. Client was asked for securities at the time of signing the agreement in order to fulfill its duties and these securities are not or insufficiently supplied;

d. Client causes delays and it becomes unreasonable to require from E Manifest to fulfill the agreement on the original conditions;

e. circumstances occur that cause it to be unreasonable or impossible for E Manifest to fulfill the agreement.

2. If the agreement is dissolved the claims of E Manifest on client are immediately due and payable. If E Manifest suspends the agreement, E Manifest maintains the rights given by law and the agreement.

3. If E Manifest suspends or dissolves the agreement on grounds of the first paragraph of this article, E Manifest is not liable for damages, while Client is liable for damages on grounds of breach of contract.

4. If the agreement is ended prematurely by E Manifest, E Manifest in consent with client shall take care of transferring any unfinished work to a third party, unless the termination can be attributed to Client. If the transfer of the activities by E Manifest results in extra costs, these shall be on-charged to Client. Client is obliged to pay these costs within the term specified, unless otherwise stated by E Manifest.

5. In case of liquidation, (request for) suspension of payment or bankruptcy, of the attachment or seizure of assets on account of the Client, in case Client is a limited partnership or firm to be dissolved, in case Client dies, or in case of another circumstance as a result of which Client cannot longer freely dispose of its assets, E Manifest is entitled to terminate the agreement without any notice of default or legal intervention with immediate effect or to dissolve the agreement, without E Manifest having any obligation to pay for any compensation or reimbursement of damages. In such a situation, claims and receivables of E Manifest on Client will be immediately due and payable.

6. If the dissolution is caused by Client, E Manifest is entitled to compensation of the damage, including costs, caused directly and indirectly thereby.

#### **Article 2.7 Payment**

1. Invoices will be sent by e-mail, unless agreed otherwise by Client and E Manifest.

2. Payment is due within 14 days of the invoice date, by the means specified by E Manifest in the currency of the invoice and without any costs for E Manifest, unless otherwise stated in writing. Objections to the amount of an invoice does not suspend the obligation of payment.

3. E Manifest may request partly or complete prepayment of the amount due for the agreement before it starts executing the agreement.

4. If Client fails to pay, fully or partly, Client is legally in default. Then Client is liable for payment of interest of 1% per month on the amount due, unless the statutory interest rate is higher, in which event the statutory commercial interest rate shall apply.

The interest over the amount due shall be calculated from the moment at which Client was legally in default until the time of full and final settlement, in which context part of a month is considered to be a full month..

5. If Client remains in default with regard to the obligation of payment, client is liable for all judicial and extra-judicial costs involved in collecting the debt, including costs for lawyers, bailiffs and debt collection agencies.

6. E Manifest is entitled to retain assets of Client, until any due and payable claims of E Manifest have been paid.

#### **Article 2.8 Inspection, reclamations**

1. Client is obliged to notify E Manifest in writing in case of a shortcoming in the activities of E Manifest within 8 days after discovery, and within 14 days at the latest after delivery. This notification of shortcoming must be as detailed a description of the shortcoming as possible to allow E Manifest to react adequately. If E Manifest is not notified in time, Client is not entitled to repairs, replacement, or damages. Notification of shortcoming does not permit Client to suspend its obligation of payment.

2. If the complaint is well-founded, E Manifest shall perform as agreed unless it has been demonstrated in the meantime that this is pointless to Client. The latter must be communicated in writing by Client.

3. If the complaint is unfounded, the costs resulting from this complaint, including investigation costs, are due and payable by Client.

4. If the performance of the agreed services turned out to be impossible or pointless, E Manifest shall only be liable within the limits of Article A.9.

#### **Article 2.9 Liability**

1. The liability of E Manifest is limited to whatever is specified in this article. These limitations are invalid if the damage is directly to blame on intentional misconduct by E Manifest.

2. E Manifest is only liable for direct damage. E Manifest is never liable for indirect damage, including consequential loss, loss of revenue, loss of savings, other damages due to company stagnation.

3. To the extent that E Manifest is dependent for its activities on the co-operation, services and deliveries by third parties beyond the control of E Manifest, E Manifest cannot be held liable in any way for any damage whatsoever resulting from these third party relations with E Manifest or regardless whether this damage is caused or becomes visible during the relationship with E Manifest.

4. E Manifest cannot be held liable for damage caused by incorrect and/or incomplete information provided to E Manifest by or on behalf of Client.

5. E Manifest is never liable for any damage arising from the contents of the information on the website.

6. Client needs to bear in mind that information sent via internet interception by third parties is possible. E Manifest cannot be held liable for any damage caused by the sending of confidential or secret information.

7. E Manifest cannot be held liable for loss of information or other damage caused by the utilization of the delivered software, or by E Manifest installed third party software.

8. E Manifest may assume that Client made proper backups of existing information and software before E Manifest starts activities. E Manifest is not responsible for loss of data or any other damages if Client neglected making a back-up.

9. E Manifest cannot be held liable for damage caused by a case of force majeure.

10. In case of attributable non-performance of E Manifest, Client must send E Manifest a notification of default in writing, in which E Manifest shall be granted a reasonable term to meet its obligations, or to repair any deficiencies, or

to reduce or eliminate any damages. The notification of default must be as detailed a description of the deficiency as possible.

11. Liability of E Manifest is in all cases limited to the value (without VAT) stated on the invoice of the part the agreement on which liability is applicable.

12. Any right to compensation is conditional upon Client notifying E Manifest in writing of any deficiency within 30 days after it has been discovered.

13. Client indemnifies E Manifest for any claims made by third parties.

#### **Article 2.10 Force Majeure**

1. E Manifest cannot be held responsible for not fulfilling or not fully fulfilling the agreement in the case of force majeure.

2. Force majeure includes:

a. everything defined by law and jurisdiction as being force majeure;

b. all circumstances, foreseen or unforeseen, on which E Manifest has no influence, but which nevertheless cause E Manifest to be unable to fulfill the agreement, including internet failure and other telecommunications failure, shortcomings of parties on which E Manifest is dependent for the performance of the agreement, non-availability of one or more individuals performing the agreement, caused by illness, inability to work, indispensability for personal reasons, strikes, or caused by termination of employment contract, third party agreement or freelance contract, and government measurements.

3. E Manifest is entitled to appeal to force majeure if the circumstances preventing (further) compliance occur after E Manifest should have met its obligations.

4. E Manifest can suspend the obligations of the agreement during the period of force majeure. If this period lasts longer than two months, either party shall be entitled to dissolve the agreement without being obliged to pay any compensation to the other party.

5. If at the moment that force majeure becomes evident E Manifest has already fulfilled or will be able to fulfil part of the obligations of the agreement, and if the fulfilled or to be fulfilled part has an independent value, E Manifest is entitled to invoice the fulfilled or to be fulfilled part of the agreement. Client is obliged to pay this invoice.

#### **Article 2.11 Confidentiality**

1. Both E Manifest and Client are obliged confidentiality for all confidential information they receive from each in the frame of their agreement or from any other source. Information is considered as confidential if this is communicated by the other party, or if this results from the nature of the information. This obligation is not limited to the duration of this agreement.

2. If E Manifest is obliged pursuant to a statutory condition or a legal ruling to disclose confidential information to third parties designated by the law or the court with competent jurisdiction, and E Manifest is unable to invoke a right to privilege recognized or permitted by statute or by the court with competent jurisdiction, E Manifest is not obliged to pay compensation for damages or other compensation and Client is not entitled to dissolve the agreement on the ground of any losses thus caused.

#### **Article 2.12 Intellectual property**

1. E Manifest reserves the rights and powers for which it is entitled under the copyright and other intellectual laws and regulations.

2. All documents and information provided by E Manifest, such as reports, advices, designs, agreements, sketches, drawings, software, films and other materials or (electronic) data files and such are intended for use by Client only and may not, without prior consent of E Manifest be multiplied, published or disclosed to third parties, unless the nature of supplied documents provides otherwise.

2. E Manifest is entitled to use the knowledge gained by

execution of the agreement for other purposes as far as this does not involve publishing strictly confidential information of Client.

3. E Manifest is entitled to use and present what was delivered in a portfolio, e.g. on its website or in a brochure, as far as this does not involve publishing strictly confidential information of Client.

#### **Article 2.13 Applicable law and competent court**

1. All legal acts in which E Manifest is a party are solely governed by Dutch law even if any involved parties resides in foreign countries.

2. In case of a dispute, parties will enter into joint consultation in order to find a solution. Only in the absence of a mutually agreed solution, the dispute will be submitted to the competent District Court in The Hague, The Netherlands.

#### **Article 2.14 Source and modification of conditions**

1. These conditions can be found at [www.emanifest.nl](http://www.emanifest.nl)

2. E Manifest is always entitled to change or supplement these conditions.

3. Changes also apply to existing agreements subject to a thirty-day term after written announcement of the modification.

4. The Dutch text of the General Conditions is always leading at the interpretation thereof.

### **3. Website development & customization**

If the conditions of this section apply, these conditions prevail over the General Conditions. To the extent that the General Conditions do not conflict with the applicable conditions of this section, the General Conditions also still apply.

#### **Article 3.1 Delivery**

1. Activation of the website will be performed as soon as possible after receipt of a written agreement or at a later date agreed.

2. Any agreed delivery time is indicative.

3. Exceeding delivery term does not give Client any right for compensation, or the right to cancel the order, or the right to terminate the agreement. This does not apply if the delay in delivery is such that it is no longer reasonable.

#### **Article 3.2 Warranty**

1. E Manifest shall repair free of charge any defects in the services and products delivered, if the defect is proved to be caused by the services and products of E Manifest and the services and products do not meet the specifications of in the agreement and if the defect is reported to E Manifest in writing as soon as it has been discovered, but at the latest within thirty (30) days after delivery. Therefore, it is very important that Client inspects promptly and thoroughly the services and products delivered by E Manifest.

2. Apart from the cases described Client is not entitled to any repairs free of charge of supposed flaws.

3. In case Client makes or causes to make any modifications in the services and products delivered by E Manifest and these modifications are installed without consultation and/or consent of E Manifest, any claim for repairs free of charge are annulled.

4. E Manifest guarantees that if open source software was used for carrying out the agreement, this software is of an in general terms high quality. The part of the delivery of E Manifest that involves open source software will be delivered without any claims for repairs free of charge.

#### **Article 3.3 Additional work**

1. If requirements of Client, which E Manifest can reasonably consider as modifications or supplements to the agreement (this includes delays attributable to Client, extra revisions etc.), change the work and/or increase the quantity of work as phrased in the agreement, this is considered as 'additional work'. If E Manifest takes the view that additional work must be performed, it shall notify Client in writing as soon as possible for approval.

#### 4. Marketing

If the conditions of this section apply, these conditions prevail over the General Conditions. To the extent that the General Conditions do not conflict with the applicable conditions of this section, the General Conditions also still apply.

##### Article 4.1 Search engine optimization and advertising campaigns

1. If activities of E Manifest (among others) include the improvement of retrieval of the website of Client in search results in search engines, Client automatically authorizes E Manifest to create accounts on behalf of Client at search engines and comparable public accessible services.
2. Client explicitly excepts that search results and retrieval of the website is entirely in hands of the administrators of the search engine. E Manifest shall use best effort to influence the position of Clients' website in search results, but E Manifest cannot guarantee results.
3. If activities of E Manifest include maintaining advertising campaigns, for instance at Google AdWords or other on-line and off-line advertising systems, E Manifest shall use best effort to manage the agreed advertising campaigns at the agreed advertising systems. This includes managing advertising campaigns at search engines and other providers through linking relevant search items to relevant pages on Clients' website. Poor performing parts are only removed when Clients requests removal. E Manifest gives Client access to the statistics (google analytics or wordpress jetpack statistics). Only on Clients' request and E Manifest will send reports on the results of advertising campaigns to Client per period agreed and for a fee. Costs for advertising campaigns, search engines, and other providers are invoiced directly to Client.

##### Article 4.2 E-mail marketing

If one of the activities of E Manifest is designing and/or implementing an e-mail marketing campaign, then the following conditions shall apply.

1. E Manifest is entitled to make use of products and/or services of third parties, including but not limited to applications and systems for managing the e-mail marketing campaign.
2. E Manifest delivers e-mail marketing activities based on an address database delivered by Client. Client indemnifies E Manifest fully for third party claims (including individuals listed in the address database).
3. Client guarantees that the content of the information delivered, multiplied, published or distributed in any other form by Client, including address databases, and that Clients' use of the applications installed by E Manifest for the e-mail marketing service, is not in conflict with applicable laws and regulations, including but not limited to Personal Data Protection Act, Telecommunications Act, directives of Dutch Data Protection Authority and the Dutch Independent Post and Telecommunications Authority, Dutch Advertising Code, or otherwise in violation with laws and regulations.

#### 5. Hosting / Managing websites

If the conditions of this section apply, these conditions prevail over the General Conditions. To the extent that the General Conditions do not conflict with the applicable conditions of this section, the General Conditions also still apply.

These conditions apply when E Manifest provides and manages websites and/or web applications 'remotely' via internet on behalf of Client (hosting). This includes registering and managing domain names.

##### Article 5.1 Starting of agreement

1. The agreement enters on the day that E Manifest accepted the

acceptance of Client, or from the moment that E Manifest started execution of the agreement.

##### Article 5.2 Duration and termination of Agreement

1. An agreement for hosting/managing Clients' website will be under a contract for a period of twelve (12) months and thereafter the contract continues indefinitely.
2. The contract can be terminated after the minimum period only in writing and with a two (2) months' notice.
3. E Manifest is entitled to change the fees. Changes will be announced to Client not later than two months prior to the commencing date.
4. E Manifest is entitled to end the agreement and/or to discontinue the domain name, if Client fails to comply properly with any of the obligations towards E Manifest, or if Client acts contrary to such obligation.
5. In addition to the conditions made in 2. General Terms, E Manifest is entitled to terminate the agreement without notice of default or judicial intervention with immediate effect, if: Client misuses internet; Client distributes information conflicting with (inter)national laws and regulations; Client overloads the webserver; Client overloads the network; Client distributes information conflicting with generally accepted social standards and values; Client distributes information that discriminates on the basis of appearance, race, religion, gender, culture, ethnic origin or can otherwise be called offensive. It is also not allowed to place so-called adult pages, mp3 pages or anything related to this that are in violation of national laws applicable in the country where the servers are located.

##### Article 5.3 Payment

1. Payment obligation starts on the day the contract is concluded.
2. Charges due should be paid for the contracted year in advance as per invoice sent by E Manifest by e-mail. If the invoice is not paid in time, E Manifest is entitled to freeze the presentation (temporarily).

##### Article 5.4 Execution of agreement

1. After conclusion of the agreement, E Manifest will implement the agreement as soon as possible in accordance with the offer, taking the interest of Client into account.
2. The agreement shall specify when E Manifest starts providing and managing the (web)application.
3. E Manifest is committed to configure and administer the (web)application to the best of its ability, exercising due care and expertise.
4. Client is obliged to do and to allow all that is necessary for timely and correct condition of the installation of the (web)application. In particular, client will provide in due time all data and facilities, of which E Manifest explains them to be necessary or of which Client should reasonably be expected to know they are necessary for the installation of the (web)application.
4. Where applicable, E Manifest registers domain names at Stichting Internet Domeinnaamregistratie Nederland (SIDN) or any other institution responsible for issuing domain names. With respect to application and registration of a domain, one should expect a lead time of a couple of days.
5. E Manifest is entitled to involve third parties in the execution of the hosting contract. .
6. E Manifest is not permitted to make changes independently to the material supplied by Client without the prior consent of Client, except for any modifications E Manifest judge necessary for the appropriate carrying out of the agreement and if these modifications do not change the essential content of the original

material.

7. If a part of the agreement, E Manifest shall provide Client with an administrative user name and password. This data provides Client access to an administrative account and managing tool, with which Client is able to manage discretionary delivery of the agreement and manage accounts of individual users and set up the options and limitations for these individual users, subject to the limitations of the agreement. .

8. Every action through the administrative account or an account of an individual user is considered to be under the responsibility and risk of Client. E Manifest is never liable for these actions. In case of suspicion of abuse of an account Client should report this as soon as possible to E Manifest to enable E Manifest to take measurements.

9. Unless explicitly stated in writing, deadlines are always indicative. Even when a deadline is agreed, E Manifest shall only be in default after a notice of default has been served by Client.

10. Exceeding a delivery term, caused by whatever reason, does not entitle Client for any compensation, unless agreed otherwise in writing.

11. E Manifest is entitled to take its products and services (temporarily) out of service and/or to limit access, or to deliver to a limited extent, if Client fails to comply properly with any of the obligations towards E Manifest, or if Client acts contrary to such.

#### **Article 5.5 License**

1. Client hereby grants E Manifest an unlimited license to distribute, store, transmit or copy all materials supplied by Client to E Manifest in any way considered suitable by E Manifest, but only to the extent reasonably necessary for the fulfillment of the agreement.

#### **Article 5.6 Indemnification**

1. Client indemnifies E Manifest fully for any claims made by third parties concerning the use of the services of Client. E Manifest is not responsible for any data/service/software invoked by a linkage.

2. If pursuant to an authorized order from a government authority or concerning a legal obligation E Manifest needs to perform activities related to data of Client, its employees and/or its users, all related costs will be charged to Clients.

#### **Article 5.7 Hosting**

1. All hosting and managing activities of E Manifest shall be carried out on a best effort basis, unless E Manifest has specifically guaranteed a result in the agreement and the result concerned has been sufficiently described.

2. Electronic transmission of Clients' data is for the account and risk of Client.

3. E Manifest does not offer uptime guarantees, unless otherwise agreed in the offer in the form of SLA. Unless specified otherwise in the applicable SLA, this article applies.

4. E Manifest shall use best effort to ensure that Client can utilize the networks directly or indirectly connected to the network of E Manifest. However, E Manifest cannot guarantee the availability of these networks. Using third party networks may include legal and contractual conditions. E Manifest will do its best to inform Client timely.

5. If in the opinion of E Manifest, the operation and services of the network of E Manifest or third parties and/or the services using a network are at risk, in particular by excessive sending of e-mail or other data, poorly secured services or activities of

viruses, trojans and similar software, E Manifest is entitled to take all measurement that E Manifest reasonably considers necessary to avert or prevent this risk.

6. Client shall not publish or present information via (the servers of) E Manifest which conflicts with (inter)national laws and regulation nor shall Client distribute information that is contrary to the generally accepted values and norms. In particular this includes but is not limited to information published without the consent of the copyright holder(s), information that is defamatory, threatening, abusive, racist, stirring up hatred, discriminating, information containing (child) pornography and information that violates the privacy third parties or results in any form of stalking, as well as hyperlinks, torrents or other references to such information on third-party websites anywhere in the world (even when the information would be legal in the jurisdiction concerned).

7. Client shall comply with generally accepted internet etiquette RFC1855 (<ftp://ftp.ripe.net/rfc/rfc1855.txt>) and future adaptations of the same.

8. Customer is not allowed to transfer the user name or user names and password or passwords provided by E Manifest to third parties without the consent of E Manifest.

9. Apart from the obligations under the law, damages as a result of incompetence or the failure to act in accordance with the aforementioned points is for the account of Client.

#### **Article 5.8 Managing**

1. E Manifest is entitled to take its systems, including the Website, or parts thereof temporarily out of service for the purpose of maintenance, modification or improvements. E Manifest will do its best to notify Client about the planned taking out of service in good time. E Manifest is never liable for compensation for losses concerning such taking out of service.

2. E Manifest shall make back-ups of Clients' data in its possession per periods agreed in writing or by e-mail, or failing this agreement once per month. The back-up will be saved for at least 3 months.

3. E Manifest shall make back-ups of MySQL database of websites per periods agreed in writing or by e-mail, of failing this agreement daily. The back-up of MySQL database will be saved at least 1 week.

4. Articles concerning back-ups and making back-ups are only applying when managing WordPress websites.

#### **Article 5.9 Modifications**

1. E Manifest is entitled to modify the available applications at its sole discretion during the term of the contract. If a modification leads to substantial change in the functionality, E Manifest shall make every effort to notify Client thereabout.

#### **Article 5.10 Storage and data limit**

1. Hosting agreements allow unlimited data traffic subject to 'fair use policy'. This means that data traffic corresponds more or less to the average data traffic generated by other websites.

#### **Article 5.9 Procedure after termination**

1. E Manifest ensures Client a reasonably opportunity to relocate Clients' data stored in the systems of E Manifest to Clients' own systems or to systems of a new provider. E Manifest shall make every effort to present the data in a common format.

These general conditions are updated on 1 June 2016