

## **TERMS AND CONDITIONS PDFen**

PDFen is a trademark of  
JuistdIT B.V., Wilhelminapark 22, 5041 EB Tilburg (Dutch Chamber of Commerce number: 50922084)  
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### **Article 1. Applicability**

1. These Terms and Conditions are applicable to any form of service provided by PDFen to a Client.

### **Article 2. Formation and contents of agreement**

1. An agreement or commission will be applicable after a written confirmation from PDFen, or from the moment a service is provided by PDFen. "Written confirmation" also applies to E-mails.
2. The contents of the agreement will be defined through a written confirmation from PDFen, as well as these terms and conditions. Any terms and conditions proposed by the Client shall be declined.
3. Any alterations and/or supplements to the Terms and Conditions shall only be applicable after and according to the written confirmation of PDFen.

### **Article 3. Prices and payment**

1. Unless explicitly agreed upon otherwise, all prices are expressed in euros and exclude VAT. Prices are as stated when the credit purchase is made; should the value of the currency fluctuate PDFen shall bear no obligation to amend prices accordingly.
2. Unless explicitly agreed upon, payment will precede any service through use of a website by the Client.
3. Where the use of the website is in conjunction with an upload of data, PDFen reserves the right to charge the Client a price proportional to the quantity of uploaded data.

### **Article 4. Application of Agreements**

1. Any terms named by PDFen are always approximate and are under no circumstance fatal. Whilst every attempt is made to keep the terms and conditions accurate, PDFen reserves the right to enforce minor alterations to the terms and conditions where appropriate; in this circumstance, the alterations shall not be a sufficient means by which to enforce a termination of the contract.
2. The Client is responsible for proper use of the website, for following instructions where required, and for provision of documents in the correct format.
3. The Client must accept that there is the possibility of some quality loss and that some documents may not be converted into an identically formatted style. Should these circumstances arise, they shall not merit nor provide a

means by which the contract should be terminated.

4. The Client has the right to request a preview of their converted documents prior to providing payment.

#### **Article 5. Exceptional conditions of website use**

1. The Client shall not use the PDFen website or services to infringe upon the intellectual property or other non-transferable rights of third parties.
2. The Client, in their use of the PDFen website or services, agrees that in a situation whereby PDFen services are used to infringe upon the rights of third parties (as expressly forbidden in 5.1), PDFen reserves the right to terminate the contract with the Client, and where necessary may recover the cost of legal services from the Client in the event of legal disputes or other forms of dispute arising from the Client's infringing activities.
3. The Client absolves PDFen from blame in any scenario where the Client uses PDFen's services in a manner that violates national or international laws or treaties, wherever possible. Where such absolution is not possible per the territory's legal practices, the Clients shall, as per 5.2, cover the cost of legal services for PDFen where PDFen is a named party in any form of lawsuit or litigation.
4. If any intellectual property of the Client is involved in the PDFen service, the Client provides PDFen the irrevocable and complete right to make use of said intellectual property for as much as is necessary for the implementation of the service.
5. PDFen reserves the right to refuse services should the Client provide PDFen with materials that PDFen deems as lewd or obscene, or of a sensitive nature that may conflict with legislative processes or procedures. In these circumstances, PDFen's decision is final.
6. Should PDFen's services be unavailable for a period of one week or less, PDFen cannot be held responsible for any damages, monetary or otherwise, that may arise as a result of the unavailability of service.

## **Article 6. Force majeure**

1. Force majeure is for the purpose of these terms and conditions defined as any circumstance beyond the control or foreseeability (eg. flooding) of either party, which prevents PDFen from providing the services, wholly or partially, as obliged to the Client and detailed in the provision of services.
2. If under any circumstance PDFen is unable to fulfill its obligations towards the Client, the obligations will be suspended for the duration of the force majeure.
3. If the force majeure lasts for a period exceeding one calendar month, both parties will have the right to terminate the contract partially or wholly by letter.

## **Article 7. Legal liability**

1. The liability of PDFen for events which fall under the coverage of its company liability insurance is limited to the amount determined within the insurance documents.
2. The liability of PDFen concerning malpractice during performance of its service is limited to the maximum monetary damages that can be attributed to the action performed by PDFen. PDFen will only be in default after a written notice of default.
3. PDFen is never, under any circumstance, responsible for indirect damage, company damage, loss of profits and damages as a result of a judicial verdict involving a third party (see 5.2).

## **Article 8. Termination of agreements**

1. PDFen is entitled to the right to deny service and/or to terminate the service with or without cause in which case PDFen can immediately charge the Client for any and all operations performed by PDFen. In these cases, PDFen keeps all proceeds, excluding any monetary payments provided by the Client in advance of future services.
2. When or if the Client does not meet/can not meet any of his financial obligations arising from provision of services, or the Client has filed for bankruptcy or is placed into financial suspension, the Client will be in default. In this instance PDFen will be entitled to, without notice or judicial intervention:
  - a) Suspend the agreement until payment has been sufficiently ensured and/or;
  - b) dissolve the agreement with the Client completely or partially.
3. Should PDFen enforce its right to terminate a contract as per 8.1 or 8.2, PDFen shall be entitled to compensation that shall be determined by PDFen, with a base rate of 50% of the combined value of the contract and any advances. If a contract's value has not been determined, the value

will be approximated by PDFen.

4. Should any of the circumstances of this article occur, PDFen reserves the right to make an immediate claim against the Client.

#### **Article 9. Miscellaneous**

1. These terms and conditions can be modified by PDFen at any time, and any such changes shall be communicated to the Client. The Client will have the right to end the agreement within 30 days of being notified, with a right to restitution of any amount paid in advance which has not yet been used for services. If there is no protest within 30 days of notification, the altered conditions will be deemed as in effect from the date of notification and shall affect all new contracts as well as any current contracts.
2. If one or more clauses of these terms and conditions are declared void or annulled, or are in any other circumstance no longer binding, this will under no circumstance affect the applicability of any other clause. The parties involved will determine a new clause in place, in which both parties will aim to restore the original clause as far as is possible within the current legal framework.
3. The Client is not authorized to transfer any rights and obligations from these terms or from the agreement to third parties under any circumstance except when granted express permission by PDFen.
4. The Client hereby grants permission for PDFen to transfer any or all rights and obligations to a third party for the purposes of providing the requested service.

#### **Article 10. Governing law, competent judge**

1. These terms and conditions, as well as any agreements and contracts arising from them, are bound under Dutch law.
2. Any disputes caused by any agreement, contract or these terms and conditions will, for as far as not explicitly described by law, be subject to the verdict of the competent judge in Breda, unless PDFen should choose an alternative, but equally competent judge.