



# General Terms and Conditions

**PostNL Data Solutions**  
**(september 2022)**



# Content

1. Definitions	3
2. Applicability	3
3. Offers (quotations)	3
4. Delivery times	3
5. Prices (rates)	4
6. Invoicing and payment	4
7. Provided data or data files	5
8. Audits	5
9. Complaints and liability	6
10. Confidentiality	6
11. Intellectual property	7
12. Retention of title	7
13. Work performed by third parties	7
14. Transfer of risk	8
15. Access to secure websites and secure PostNL Data Solutions network	8
16. Use of data provided by PostNL Data Solutions	9
17. Privacy	10
18. Termination of the agreement	10
19. Applicable law	11
20. Disputes	11

## Article 1

### Definitions

- 1.1** “PostNL Data Solutions” means PostNL Data Solutions B.V., having its registered office in The Hague, and its principal place of business at Waldorpstraat 3 (2521 CA) in The Hague.
- 1.2** “Client” means anyone to whom PostNL Data Solutions submits an offer (quotation) or with whom PostNL Data Solutions concludes an agreement, to which these terms and conditions are declared applicable.

## Article 2

### Applicability

- 2.1** These General Terms and Conditions apply to all offers (quotations) of PostNL Data Solutions and to all agreements PostNL Data Solutions concludes with a Client for the performance of work and the delivery of services or goods.
- 2.2** Any deviations from these General Terms and Conditions shall apply only if and insofar as this has been expressly agreed in writing, and signed by an authorised signatory of PostNL Data Solutions B.V.
- 2.3** PostNL Data Solutions reserves the right to amend these General Terms and Conditions. The amended terms and conditions shall enter into force thirty (30) days after the announcement thereof, or on a date to be specified, by means of a written notice or publication on the PostNL Data Solutions website.
- 2.4** If the Client does not accept an amendment to the General Terms and Conditions as referred to in Article 2.3, the Client may terminate the Agreement by giving written notice with effect from the date the amendment enters into force. Notice of termination must have been received by PostNL Data Solutions before the date the amendment enters into force.

## Article 3

### Offers (quotations)

- 3.1** All offers (quotations) of PostNL Data Solutions are without obligation and are valid for a limited time only.

## Article 4

### Delivery times

- 4.1** PostNL Data Solutions undertakes to make reasonable efforts to meet an agreed delivery date. However, the delivery date is approximate only and exceeding it shall not entitle the Client to annul the agreement or claim compensation.

# Article 5

## Prices (rates)

- 5.1 All rates and licence and subscription fees charged by PostNL Data Solutions ("Rates") are stated in Euros and are exclusive of VAT (if VAT is due by law) and any other levies.
- 5.2 PostNL Data Solutions reserves the right to increase the Rates payable by the Client each year on 1 January, on the basis of the Consumer Price Index (CPI) all households published by Dutch Statistics CBS, calculated on the most recent time base. Indexation will be based on the average CPI over the twelve (12) month period from October to September of the previous year (e.g. the rates for 2022 will be indexed on the basis of the CPI for the period October 2020 to September 2021). If PostNL Data Solutions raises its rates by an amount higher than the CPI or on a date other than 1 January, it shall notify the Client of the adjustment at least one (1) month in advance.
- 5.3 If the Client consumes more than 5 (five) percentage points more than the agreed volume, PostNL Data Solutions may automatically and immediately adjust the Rate to a Rate that matches the Client's current and anticipated consumption. The new Rate will be offset against the old Rate. The Client will receive a notification of such Rate adjustment. Consumption arrangements are invoiced annually in advance. Automatic Rate adjustments will be invoiced immediately on the basis of the new situation. If the Client consumes less than the agreed volume during the agreed period, this will not be compensated. If the Client has consumed less than anticipated, any volume remaining will be forfeited at the end of the consumption period.

# Article 6

## Invoicing and payment

- 6.1 All invoices from PostNL Data Solutions are payable within 30 days of the invoice date, unless an invoice stipulates a different period.
- 6.2 If an invoice is not paid in time, PostNL Data Solutions may charge the client all reasonable judicial and extrajudicial costs PostNL Data Solutions is forced to incur as a result; PostNL Data Solutions may additionally charge statutory interest on the amount owed by the Client. PostNL Data Solutions may furthermore suspend the (continuing) fulfilment of its obligations until it has received full payment.
- 6.3 Any right of the Client to suspend or set off payment of amounts due is excluded.
- 6.4 PostNL Data Solutions may at all times demand of the Client to provide adequate security or (full or partial) payment in advance before fulfilling, or continue to fulfil, its performance obligations.
- 6.5 If the Parties disagree on the amount the Client owes PostNL Data Solutions, PostNL Data Solutions' administrative and consumption data will constitute proof, unless the Client provides written proof to the contrary from which it can be unequivocally deduced that PostNL Data Solutions' data is incorrect.

# Article 7

## Provided data or data files

- 7.1 All data or data files to be provided by the Client under an Agreement must be provided in the format and the manner specified by PostNL Data Solutions. Any errors or delays caused (in part) by the failure of the Client to comply with this shall not result in any liability on the part of PostNL Data Solutions.
- 7.2 Any errors or delays caused (in part) by incorrect or incomplete data or files provided shall not result in any liability on the part of PostNL Data Solutions.
- 7.3 The Client shall be liable towards PostNL Data Solutions for any loss or damage suffered by PostNL Data Solutions as a result of errors or imperfections in the data or data files provided by the Client, including viruses, malware or other electronic elements. The Client agrees to indemnify PostNL Data Solutions against any third-party claims arising from such errors or imperfections.
- 7.4 The Client warrants in respect of any data or data files to be provided to PostNL Data Solutions that it is entitled to provide these and that PostNL Data Solutions may perform the agreed activities in respect thereof. The Client agrees to indemnify PostNL Data Solutions against any third-party claims in this regard.

# Article 8

## Audits

- 8.1 PostNL Data Solutions may at any time during the term of this Agreement, but not more than 1 (once) a year, audit compliance with the applicable terms and conditions audited at the Client's. This audit will be performed by an independent third party to be designated by PostNL Data Solutions. PostNL Data Solutions shall inform the Client at least 5 (five) working days prior to the audit when and by whom the audit will be performed. The audit shall comprise both system audits and administrative audits, including but not limited to an audit of the financial records.
- 8.2 The Client is obliged to duly cooperate with this third party's audit, where such cooperation is reasonably required to conduct the audit.
- 8.3 PostNL Data Solutions will expressly agree with this third party that it may not disclose any confidential information, including customer data, obtained by it in the performance of its audit to any third party.
- 8.4 The costs of the audit will be payable by PostNL Data Solutions that instructed the audit at the Client's, unless the audit reveals significant irregularities, in which case the costs will be charged to the audited Client. Significant irregularities shall in any case include non-compliance by the Client with the applicable Agreement.
- 8.5 PostNL Data Solutions undertakes to use and exercise its right of audit in good faith and to limit the duration thereof and its impact on this Agreement as much as possible.
- 8.6 If after the termination of an agreement PostNL Data Solutions has valid reasons to suspect that the Client has not complied with the corresponding Licence Conditions, PostNL Data Solutions may have an audit conducted in accordance with the above conditions.

# Article 9

## Complaints and liability

- 9.1 PostNL Data Solutions has a best-efforts obligation to properly perform the Agreement.
- 9.2 If the Client believes that PostNL Data Solutions has not properly performed an agreement, it shall notify PostNL Data Solutions accordingly in writing within 14 days of discovering, or after reasonably having been able to discover, the relevant defect, failing which it may no longer invoke the defect. Except in special circumstances to be demonstrated by the Client, the Client shall in any event be deemed to have been reasonably able to discover a defect the moment it has received the performance delivered by PostNL Data Solutions or has otherwise become familiar with the content of the performance.
- 9.3 The Client is obliged to provide PostNL Data Solutions all necessary cooperation to enable PostNL Data Solutions to investigate an alleged defect and, if necessary, to remedy it within a reasonable period of time.
- 9.4 If PostNL Data Solutions has failed to meet its best-efforts obligation referred to in Article 9.1, and the Client has acted in accordance with Articles 9.2. and 9.3, and the defect has not been remedied within a reasonable period of time, PostNL Data Solutions shall be liable for all direct loss or damage incurred in respect of this defect, provided that this is attributable to it and liability is not excluded under Articles 7.1 or 7.2. Any liability for indirect and/or consequential loss or damage, including incurred losses, lost profit, lost savings, reputational damage and lost goodwill, is excluded.
- 9.5 The scope of any liability on the part of PostNL Data Solutions shall at all times be limited to the amount invoiced for the services provided or goods supplied, as a result or in respect of which the liability has arisen. In case of a longer-term agreement, the invoice value shall be limited to the amount invoiced by PostNL Data Solutions in respect of the relevant agreement during a period of one year before the notice referred to in Article 9.2.
- 9.6 The limitation of the scope of liability described in Article 9.5 shall not apply in the event of intent or deliberate recklessness on the part of managers (and managing subordinates) of PostNL Data Solutions.

# Article 10

## Confidentiality

- 10.1 The Client is obliged to keep confidential all confidential information that comes into its possession during the performance of an agreement and may not use such information for purposes other than the performance of the agreement.
- 10.2 This confidentiality obligation shall not apply if and insofar as there is a legal obligation to disclose confidential information to a third party. In that case, however, the Client undertakes to inform PostNL Data Solutions of the disclosure as soon as possible.
- 10.3 In the event of a breach of the provisions of Article 10.1, the Client will incur a one-off, immediately payable and non-negotiable penalty of €50,000 to PostNL Data Solutions (for each breach), as well as a penalty of €5,000 for each day or part of a day that the breach continues, without prejudice to the right of PostNL Data Solutions to seek compensation of the actual loss or damage suffered and yet to be suffered by it.

# Article 11

## Intellectual property

- 11.1 Unless expressly agreed otherwise, all intellectual property rights (including copyrights) to all products (including data and data files) provided to a Client under an agreement will rest with PostNL Data Solutions and will not be transferred to the Client.
- 11.2 The Client will only be granted a personal and non-transferable right of use in respect of the products referred to in Article 11.1, which right shall not (also) extend to any companies or institutions affiliated with the Client. The Client may not copy or otherwise multiply the products, or disclose them in any way, other than in accordance with what has been provided in this respect in the relevant agreement. Where the products consist of data or data files, these may not be “retrieved” or “reused” within the meaning of the Dutch Databases (Legal Protection) Act, unless and only insofar as this is necessary to achieve the agreed use of such data or data files. The foregoing restrictions are without prejudice to the Client’s rights under Articles 45j and 45k of the Dutch Copyright Act 1912 (permitted own use for backup and archive purposes).
- 11.3 The Client may not use the logos, trademarks, tradenames or other intellectual property of PostNL Data Solutions in its communications (including advertisements and other promotional materials) with third parties without the prior written consent of PostNL Data Solutions.
- 11.4 In the event of a breach of the provisions of Article 11.2 or Article 11.3 the Client incurs a one-off, immediately payable and non-negotiable penalty of €50,000 to PostNL Data Solutions (for each breach), as well as a penalty of €5,000 for each day or part of day that the breach continues, without prejudice to the right of PostNL Data Solutions to seek compensation of the actual loss or damage suffered and yet to be suffered by it.

# Article 12

## Retention of title

- 12.1 All goods delivered by PostNL Data Solutions in the performance of an agreement shall remain its property until the Client has fully paid everything that it owes PostNL Data Solutions.
- 12.2 Should PostNL Data Solutions invoke its retention reservation of title, the Client shall be obliged to provide all necessary cooperation to enable it to take possession of the goods in question.

# Article 13

## Work performed by third parties

- 13.1 PostNL Data Solutions reserves the right to engage third parties in the performance of an agreement.

# Article 14

## Transfer of risk

- 14.1** The risk to everything that PostNL Data Solutions delivers to the Client under an agreement passes to the Client the moment of dispatch by PostNL Data Solutions.

# Article 15

## Access to secure websites and secure PostNL Data Solutions network

- 15.1** Only the Client and third parties, if any, hired to set up a connection to the secure networks of PostNL Data Solutions on behalf of the Client may access PostNL Data Solutions' secure networks. The Client is responsible and liable for ensuring that these third parties comply with the provisions of Article 10 (Confidentiality) and Article 16 (Use of data provided by PostNL Data Solutions). The Client shall be granted access for instance by means of a unique API key or token. The Client shall only grant those employees access to the aforementioned networks who need access thereto to perform their tasks.
- 15.2** If a Client is given a user account and password by PostNL Data Solutions, the Client undertakes not to share these with any third party and to do everything reasonably possible to prevent unauthorised use thereof. If PostNL Data Solutions suspects abuse of a user account, a password or, more generally, a functionality offered, it may deny or block access that is obtained by using the user account or password without prior notice.
- 15.3** The Client warrants that adequate measures have been taken to protect the Client's equipment and systems used to access PostNL Data Solutions' secure networks. The Client warrants that the equipment and systems used for access are not exposed to unnecessary risks, including virus attacks. The equipment and systems used for access will be configured and maintained by the Client to keep access secure and will meet the most up-to-date security requirements.
- 15.4** PostNL Data Solutions is responsible for ensuring the security of its networks. If, in the opinion of PostNL Data Solutions, circumstances arise that prevent PostNL Data Solutions from maintaining the security of its networks at the prescribed level, PostNL Data Solutions may immediately shut down all or part of the (network) access without prior notice.
- 15.5** The Client agrees to indemnify PostNL Data Solutions against the consequences of loss or unauthorised use of user accounts, tokens, access codes, and passwords provided by PostNL Data Solutions, unless such consequences are caused by an attributable shortcoming on the part of PostNL Data Solutions itself.

# Article 16

## Use of data provided by PostNL Data Solutions

- 16.1** Where PostNL Data Solutions provides data to the Client under an agreement to enable the Client to use that data, the following terms and conditions additionally apply to that agreement.
- 16.2** The Client may not use data provided by PostNL Data Solutions for any purpose other than as set out in the agreement. Unless this purpose so requires, the Client may not use data provided by PostNL Data Solutions to create or operate its own (reference) database, or have it operated. Nor may the Client use data provided by PostNL Data Solutions to create or operate its own directory or guide, or have it operated. The Client may only supplement, modify or otherwise enrich its own data with data provided by PostNL Data Solutions if this does not affect the nature or scope of the right of use granted by PostNL Data Solutions in any way. These restrictions shall not affect the Client's right to create its own personal data base based on a response obtained.
- 16.3** Unless expressly agreed otherwise, data provided by PostNL Data Solutions may be used by the Client only once. Only end-users of the data are entitled to cache information obtained and only on the day on which it was obtained. Caching is furthermore only permitted for the purpose of maintaining a critical operational system.
- 16.4** If it is agreed that the Client may use data provided by PostNL Data Solutions more than once (which use shall also include supplementation, modification or other enrichment as referred to in Article 16.2), the relevant agreement shall, unless expressly agreed otherwise, be concluded for a period of one year, or, if applicable, so much shorter as the Client has a credit balance or similar credit.
- 16.5** The Client is obliged to immediately destroy or delete the data provided by PostNL Data Solutions when it is no longer permitted to use it or the agreement between the Client and PostNL Data Solutions is terminated, and to notify PostNL Data Solutions that it has done so.
- 16.6** The Client understands that PostNL Data Solutions compiles its products as carefully as possible from internal and external data. Notwithstanding this care, PostNL Data Solution does not give any warranty, guarantee or other assurance as to the accuracy and completeness of the data provided.
- The Client accepts that where modelled data is involved, the data provided by PostNL Data Solutions does not constitute a guarantee of expected behaviour or a specific outcome when using such data.
- 16.7** If it is agreed that the Client may share the data provided by PostNL Data Solutions with a third party, the Client shall impose the same obligations on such third party as it has towards PostNL Data Solutions under the agreement.
- 16.8** PostNL Data Solutions may add certain verification data (such as addresses) to the data it provides. If this verification data shows that the Client does not comply with the agreed use, this shall constitute full proof of its attributable shortcoming, subject to proof to the contrary.
- 16.9** In the event of a breach of the provisions of this Article, the Client shall incur a one-off, immediately payable and non-negotiable penalty of €50,000 to PostNL Data Solutions (for each breach), as well as a penalty of €5,000 for each day or part of day that the breach continues, without prejudice to the right of PostNL Data Solutions to seek compensation of the actual loss or damage suffered and yet to be suffered by it.

## Article 17

### Privacy

- 17.1** PostNL Data Solutions complies with all applicable laws and regulations regarding the protection of personal data, including but not limited to the General Data Processing Regulation (GDPR). For more information about the processing of personal data, please refer to the privacy statement at [www.postnl.nl/privacy-verklaring](http://www.postnl.nl/privacy-verklaring).
- 17.2** PostNL Data Solutions has taken appropriate technical and organisational measures to secure personal data against unauthorised access, loss, destruction, theft or other unlawful processing.
- 17.3** If the Client provides PostNL Data Solutions with personal data, it shall warrant that the applicable privacy protection regulations (including applicable laws and/or regulations) are complied with in respect of that personal data and that providing this data to PostNL Data Solutions is permitted under these laws and/or regulations. The Client agrees to indemnify PostNL Data Solutions against any third-party claims arising as a result of non-compliance with the laws and regulations.

## Article 18

### Termination of the agreement

- 18.1** Without prejudice to their relevant rights under the Dutch Civil Code, each party may cancel (or terminate) an agreement with immediate effect if the other party is granted (provisional) suspension of payment, is declared bankrupt, a debt restructuring scheme is declared applicable to it, or if it ceases its business activities or liquidates its undertaking.
- 18.2** PostNL Data Solutions may cancel (or terminate) an agreement with immediate effect if PostNL Data Solutions is no longer able to meet its obligations as a result of amended laws or regulations or due to a ruling of a judicial or regulatory body.
- 18.3** PostNL Data Solutions may cancel (or terminate) an agreement prematurely if PostNL Data Solutions is no longer able to meet its obligations as a result of the actions of a supplier or if it decides, at any time during the term of an agreement, to permanently discontinue offering the relevant service or product.
- 18.4** In the event of cancellation (or termination) as referred to in Articles 18.1, 18.2 or 18.3, all amounts the Client owes PostNL Data Solutions become immediately due and payable.

## Article 19

### Applicable law

- 19.1** All agreements are governed by and will be interpreted in accordance with Dutch law.

## Article 20

### Disputes

- 20.1** Any disputes arising from or related to an agreement shall be submitted to the competent court in the district of The Hague.

PostNL Data Solutions B.V., The Hague  
Chamber of Commerce number 34117529

**Want to know more?**

Call +31 (0)88 - 868 37 47 (option 1) or check [postnl.nl](https://postnl.nl)

