

Legalloyd

General Terms & Conditions

Legalloyd Advocaten B.V.

The Key Things You Need to Know

Before diving into the full terms, here are the most important points:

- 1. We are a regulated law firm**
We will check for conflicts of interest before providing services. We are required by law to perform KYC and under certain circumstances AML checks.
- 2. You engage our firm, not specific individuals**
Your contract is with Legalloyd as a firm, not with individual lawyers. This gives us flexibility in how we staff your work.
- 3. Our liability is capped**
If something goes wrong, our maximum liability is EUR 1,000,000 (our insurance limit) or, if insurance doesn't pay out, our liability is capped at the fees you actually paid us for the relevant work, with an absolute maximum of EUR 25,000. This protects both of us from disproportionate risk.
- 4. You have 12 months to raise issues**
Any complaints or claims must be submitted within 12 months of the work being done, or within 3 months of you becoming aware of the issue (whichever comes first).
- 5. Invoices are due within 14 days**
We bill monthly, and payment is expected within 14 days. Late payments incur 1.5% monthly interest.
- 6. We can use your name for marketing**
Unless you tell us otherwise, we may mention you as a client in our marketing materials (always respecting confidentiality).
- 7. Third parties can't claim against us**
Only you, our direct client, can make claims. We're not liable to third parties for work we do for you.
- 8. Disputes Resolution**
We have had zero formal disputes so far in our existence, but just in case. Before going to court, complaints will go through the official Complaints and Disputes Arrangement Advocacy (*Geschillencommissie Advocatuur*).
- 9. Dutch law applies**
These terms are governed by Dutch law, and any court cases would be heard in Amsterdam, the Netherlands.

Full Terms & Conditions

1. Scope and Application

- 1.1. These general terms and conditions apply to all work we do for you and all legal services provided by Legalloyd Advocaten B.V. (referred to as "**Legalloyd**" or "**we**"), unless you and we explicitly agree otherwise in writing.
- 1.2. These terms cover everyone working at Legalloyd, including employees, advisors, partners, and shareholders (we call them "**affiliated persons**"). Former team members and their legal successors are also covered.
- 1.3. Your own general terms and conditions don't apply to our relationship.

2. How Our Engagement Works

- 2.1. All work is performed under a service agreement (*overeenkomst van opdracht*) between you and Legalloyd as a firm. Even if you specifically want to work with a particular lawyer, the contract is with our firm, not with that individual.
- 2.2. We've excluded certain provisions of Dutch Civil Code (Articles 7:404 and 7:407(2)) that would otherwise create personal obligations or joint liability for multiple service providers.

3. Working with Third Parties

Sometimes we need to bring in specialists outside our firm (like tax lawyers or financial experts). We're not responsible for any mistakes these third parties make. By hiring us, you authorize us to accept any liability limitations these third parties request on your behalf.

4. Liability and Insurance

4.1. Our liability cap

If we make a mistake that causes you loss, our total liability is limited to what our professional liability insurance pays out, plus any deductible we have to cover. Our insurance has a maximum coverage of EUR 1,000,000.

4.2. If insurance doesn't cover it

If for any reason our insurance doesn't pay (for example, if we've exhausted our annual limit), our liability is capped at the fees you actually paid us for the relevant work, with an absolute maximum of EUR 25,000.

4.3. Time limits for claims

You must notify us in writing of any claim within:

- 12 months from when we last worked on the matter, OR
- 3 months from when you became aware (or should reasonably have become aware) of the issue.

Whichever deadline comes first. After these deadlines, your right to claim expires completely.

5. Communication Security

When we communicate via internet, email, or other networks, we can't guarantee complete confidentiality. We're not liable for any damage if third parties intercept information or if there's unauthorized disclosure.

6. AI and Use of Technology Policy

We are avid users of new technologies to improve our services. We use industry

standard tools as well as new technology frameworks. You can trust us to pursue the highest security standards from third party suppliers.

7. **Third Party Protection**

Third parties can't derive any rights from our work for you. If a third party makes a claim against us related to work we did for you, you agree to indemnify us against any liability, legal costs, and damages.

8. **Anti-Money Laundering Compliance**

Dutch law (the *Act on Prevention of Money Laundering and Financing of Terrorism*) requires us to verify your identity and, in certain circumstances, report unusual transactions to authorities. By hiring us, you confirm you're aware of and consent to these obligations.

9. **Fees and Payment**

9.1. Fee structure

We'll agree on our fees with you at the start of the engagement. Out-of-pocket expenses (like court fees or external expert costs) are charged separately. All amounts are subject to VAT where applicable.

9.2. Invoicing

We typically bill monthly. Payment is due within 14 days of the invoice date.

9.3. No set-off

You must pay in full without deducting any amounts or suspending payment.

9.4. Late payment

If you don't pay on time, you'll owe us interest at 1.5% per month on the outstanding amount (partial months count as full months). All collection costs are your responsibility, with a minimum of 15% of the total invoice amount.

10. **Marketing and References**

We may use your company name, logo, and a description of our work for you in our marketing materials and when speaking with prospective clients. We'll always respect confidentiality obligations. If you prefer we don't do this, just let us know at info@legalloyd.com.

11. **Complaints and Disputes**

11.1. Official complaints process

Legalloyd participates in the Complaints and Disputes Arrangement for Lawyers (*Klachten- en Geschillenregeling Advocatuur*). All disputes arising from your engagement with us, including invoice disputes, are handled under this system.

11.2. For consumer clients

The system provides binding advice unless you go to regular court within one month of the complaint resolution. For debt collection matters, binding advice only applies if you submit the disputed amount to the Complaints Board.

11.3. For business clients

The system provides for arbitration.

11.4. Complaint deadlines

You must submit complaints in writing to us within:

- 12 months from when we last worked on the matter, OR
- 3 months from when you became aware (or should have become aware) of the issue.

11.5. Resolution process

If we don't resolve your complaint satisfactorily within four weeks, you can file it with the Complaints Board Lawyers (*Geschillencommissie Advocatuur*). Their regulations are available at degeschillencommissie.nl.

12. **Governing Law and Jurisdiction**

Dutch law exclusively governs our relationship. Any disputes that can't be resolved through the Complaints Board will be exclusively heard by the competent court in Amsterdam, the Netherlands.

13. **Language**

These terms are available in both Dutch and English. You can request a free Dutch copy at info@legalloyd.com. If there's any disagreement about interpretation, the Dutch version is authoritative.

Our Details

Legalloyd Advocaten B.V.

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Last updated: November 2025