

# Legalloyd Advocaten B.V.

General terms and conditions 2023

## Section 1 - introduction

### Who are we?

We are Legalloyd Advocaten B.V.

Our address is Meeuwenlaan 98, 1021 JL in Amsterdam. We are registered at the Chamber of Commerce under the number 52183475. From now on referred to as **Legalloyd**.

### What do we do?

We provide bespoke legal and related services by attorneys and lawyers, this is what we call **bespoke work**. The terms and conditions for Bespoke work are in Section 2 - .

We also offer software through our website <https://legalloyd.com>. We call this **SaaS**. The terms and conditions for SaaS can be found in Section 3 - SaaS.

### Assignment Agreement

We deliver Bespoke work on the basis of these general terms and conditions as well as an individual assignment agreement.

### SaaS terms

We provide our SaaS services on the basis of these terms and conditions. SaaS services are an independent part of our services. It is not a replacement of Bespoke work. The products you create through the platform are made with the utmost care, but we do **not** guarantee:

- That they are error-free,
- That they are suitable for your factual circumstances,
- That they are suitable for your legal situation.

### For whom?

These terms and conditions apply to:

1. **You** as a customer,
2. To the legal entity Legalloyd,
3. To all persons affiliated with Legalloyd, and
4. All third parties engaged with Legalloyd or who may be liable in connection with the performance of a service by Legalloyd.

Law firms are strictly regulated. A number of technical ground rules are therefore necessary for all parties involved.

Everything stipulated in these terms and conditions for the benefit of Legalloyd, including article 9 (*liability*) and article 10 (*indemnification*), also applies to the persons and third parties as mentioned above. This provision is irrevocable for Legalloyd and applies as a third party clause (article 6:253 BW).

By '**persons connected to Legalloyd**' is meant: every (legal) person who, whether or not in employment, is or has been employed by or for Legalloyd in the past (such as employees, consultants, directors, trainees, temporary workers and freelancers).

## Questions?

Do you have questions about these terms and conditions or our services? Please contact us at [info@legalloyd.com](mailto:info@legalloyd.com) or at 020 303 20 24.

## Section 2 – Bespoke work

### 1. Attorneys

1. Our attorneys and lawyers are employed by Legalloyd or persons affiliated with us.
2. You always give an assignment to Legalloyd and not to an individual attorney or lawyer. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code (*Burgerlijk wetboek*) do not apply.
3. The Money Laundering and Terrorist Financing (Prevention) Act (*De Wet ter voorkoming van witwassen en financieren van terrorisme*) (the **Wwft**) is applicable to the legal practice of Legalloyd. We verify the identity of our customers and the beneficial owner(s) of our customers. We are also required to report unusual transactions, as referred to in the Wwft, to the Financial Intelligence Unit - Netherlands. If we make a report within the meaning of the Wwft, we are prohibited from disclosing this to the Client or any party involved.

### 2. Complaints Procedure

1. If you have a complaint about the Bespoke work service, you may submit this complaint in writing to Legalloyd's complaints officer, Sjors Dobbelaar ([sjors@legalloyd.com](mailto:sjors@legalloyd.com)). Your complaint will be handled according to the office complaints procedure. Upon request we will send you this procedure.
2. You must submit the complaint in writing within six months of becoming aware of the fact in question.
3. If the office complaint scheme does not provide a solution for you, Legalloyd and you will submit the dispute to the Disputes Committee for the Legal Profession (*de Geschillencommissie Advocatuur*).

## Section 3 - SaaS

### 1. Use of the SaaS Services

1. If you want to use our SaaS services, you must create an account on our website.
2. You are responsible for the use and security of your account.
3. Your account is strictly personal. Please keep your account information and password confidential. You are liable for all actions taken after logging in with your account information.
4. You are not liable for actions taken by third parties if you have reported that another person knows the password of a your account.
5. Legalloyd employees have access to your account if necessary to provide our services.
6. Legalloyd employees do not have access to the contracts you create through the SaaS services, unless you give permission. You can read more about your privacy in our privacy policy, found on the website.
7. The documents you prepare through our SaaS services:
  - a) You may only use for your own purpose, for example to record your agreement with your (business) relations or customers,
  - b) You may **not** resell them and/or make them available to third parties,
  - c) Do not aim to be legally or factually conclusive or appropriate to your specific situation.
8. We have the right to (temporarily) block an account. We do this if we have reasonable suspicion that your account violates the law or these general terms and conditions and in case of payment arrears.
9. You can delete your account by sending an e-mail to [info@legalloyd.com](mailto:info@legalloyd.com). If you terminate your account, this in no way also means a termination or suspension of your payment obligations to us.

### 2. Subscriptions and termination

1. We offer various subscriptions for using the SaaS services.
2. All subscriptions we offer are subject to an initial term of 12 months. You can cancel your package after this term, with a notice period of 1 month. You cancel via the "cancel subscription" (*abonnement opzeggen*) button under your account on our Website.
3. If you change your package to another package then an initial contract term of 12 months applies again, unless you upgrade your package.
4. Because Legalloyd uses automatic debit with subscriptions, the Client has the option to reverse a debit. Please note that an unauthorized reversal incurs charges. We charge the administrative costs incurred with a maximum of € 40 excluding VAT per reversal. We therefore ask you not to reverse a debit, but to contact [info@legalloyd.com](mailto:info@legalloyd.com) if you disagree with a debit.

### 3. Warranty

1. Legalloyd guarantees that contracts created through the software are legally up-to-date to the best of our ability. However, there may be legal developments that we cannot implement in a timely manner.
2. Other content such as texts on web pages, blogs and newsletters are compiled with the utmost care, but we do not guarantee that they are without errors.
3. The warranty on the content of online contracts is a money-back guarantee. We do have the possibility to repair the defect within a period of 14 days after you have reported the defect. If the defect is not satisfactorily repaired within this period, we will refund the purchase price of the contract.
4. Legalloyd is not liable for errors resulting from incorrect or incomplete information provided by you while answering the questions.
5. The warranty expires 30 days after the purchase of the contract. Money can only be returned to the account from which the payment was made. We always offer the possibility to exchange the contract - even after 30 days - for a contract that you do need to solve the problem. Our staff is available to help you choose a contract. If you exchange a contract, you will be refunded the difference in price between the contracts, if the correct contract is cheaper.
6. The money-back guarantee does **not** apply:
  - a) For Bespoke work;
  - b) for payments to third parties advised by us;
  - c) for lack of success or a certain outcome of negotiations;
  - d) for conflict or cooperation;
  - e) when your factual situation changes which changes your legal need.

#### 4. Conflict of interest

When you use the software, Legalloyd does **not** investigate the existence of a possible conflict of interest between you and other customers of Legalloyd. This is not necessary, because we are not advising you at that time and, therefore, we cannot be confronted with conflicting interests.

However, at the time you ask us for advice, we **do** investigate conflicting interests. If a conflict of interest arises it does not affect the quality of the contract delivered through the software and this does not entitle you to terminate the purchase or invoke the warranty.

### Section 4 – Provisions for both Bespoke work and SaaS services

#### 1. Rates

1. All prices communicated by us are exclusive of VAT, expenses and disbursements.
2. The communicated prices and rates are not binding for any particular project and are subject to change. Hourly rates are re-evaluated every 6 months.

#### 2. Confidentiality

We are required to keep all your confidential information confidential in accordance with legal regulations governing the legal profession. By "**confidential information**" we

understand, among other things, any information that you have indicated is confidential or that it follows from the nature of the information or the services provided.

### **3. Liability**

1. Legalloyd's liability shall in all cases be limited to the amount paid out by its liability insurance. If no payment is made by that insurance, the liability is limited to the total amount charged to you by Legalloyd. Persons affiliated with Legalloyd shall in no event be liable.
2. A claim lapses if you do not notify Legalloyd in writing within one year of the discovery of the event giving rise to liability.

### **4. Indemnification**

1. You indemnify Legalloyd against all claims of third parties that are in any way related to the performance of the Services, including possible costs (such as those of legal assistance), unless it is established that the claim is a result of a professional error made by Legalloyd.

### **5. Validity**

1. If any part of these general terms and conditions is void or subject to nullification, that does not change the validity of the rest of these general terms and conditions or the agreement to which they apply. The void or annulled part shall be replaced by a provision that follows as closely as possible the content of the void provision.

### **6. Applicable law and competent court**

1. These general terms and conditions and all legal relations with Legalloyd are subject to Dutch law.
2. In case of any disputes, the court in Amsterdam shall have exclusive jurisdiction.

\*\*\*