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Terms and conditions

Last Updated March 1st, 2019

Please read these Terms and Conditions (the "Terms and Conditions") very carefully as they apply to your use of the Web Listing service enabled by V4 Telecom.

1. Definitions

- 1.1. "Customer" means the natural person or legal entity entering using the Web Listing service
- 1.2. "Web Listing" means V4 Telecom

2. General

- 2.1. The Terms and Conditions shall apply to all provisions of services and/or products of and/or by Web Listing.
- 2.2. The Terms and Conditions shall also apply to any services for which Web Listing has to involve third parties, and the Terms and Conditions are drawn up by the employees and board of directors of Web Listing.
- 2.3. The applicability of any general, purchase, delivery and/or other conditions of the Customer and/or a third party is explicitly rejected.
- 2.4. In the event that one or more provisions of the Terms and Conditions appear to be wholly or partly void or voidable at any moment, the parties will continue to be bound by the other provisions of the above-mentioned Terms and Conditions. In that case, Web Listing and the Customer will hold consultations to agree on new provisions to replace the void or voided provisions, which are as close as possible to the object and purpose of the original provisions.
- 2.5. If any lack of clarity exists about the interpretation of one or more provisions of the Terms and Conditions, this provision or these provisions will have to be interpreted 'in the spirit' of this provision or these provisions.
- 2.6. If a situation occurs between the parties which is not provided for in the Terms and Conditions, this situation will have to be interpreted in the spirit of the Terms and Conditions.
- 2.7. If Web Listing does not require strict compliance with the Terms and Conditions at all times, it will not mean that its provisions are not applicable or that Web Listing would to any extent forfeit its right to require strict compliance with the provisions of the Terms and Conditions in any other case.

3. Terms of Delivery

- 3.1. All terms (of delivery) specified by Web Listing or agreed with Web Listing are but guidelines and never deadlines whose non-observance constitute default for Web Listing.
- 3.2. If it is likely that a deadline is not going to be met, Web Listing and the Customer will seek consultation as soon as possible.
- 3.3. In case Web Listing fails to meet a deadline, the Customer shall give notice of default to Web Listing in writing. Web Listing shall be given a reasonable term to perform the service at a later date. During this reasonable term the Customer cannot claim any compensation for any loss incurred.
- 3.4. If Web Listing depends on information and/or data of the Customer in the performance of the service, the term (of delivery) will be extended with a period equal to the term the Customer failed to supply this information and/or data, increased by two months.
- 3.5. Web Listing has the right to have certain activities executed by third parties.
- 3.6. Web Listing is entitled to perform the service in several stages, unless expressly agreed otherwise and confirmed in writing by Web Listing.

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3.7. If the Customer defaults proper performance of that which he is bound to according to Web Listing, the Customer will be liable for any loss or damage (including costs) directly or indirectly incurred and/or to be incurred by Web Listing.

3.8. Web listing as a monthly service does deliver a lot of benefits in online presence & helping find new clients for a business, and to take complete advantage of this service, our customers get access to the same for a 30 day trial period limited to the 1st 30-days starting from the day our systems would email you the web-listing dashboard logins to manage your business location & information. Once this trial 30 day period expires, a customer is subscribed to this service for the minimum term of 36 months, any cancellations requested post this 30-day trial period & before this minimum contract term ends, would incur termination fees that would equate to the monthly subscription fee multiplied by the remaining months left in the minimum term.

4. Prices

4.1. Web Listing may periodically alter its prices unilaterally to reflect inflationary, general economic, political or organizational developments. Such developments will also give Web Listing the right to alter its prices of the service in force.

4.2. All prices are subject to programming and typographical errors. For the consequences of such errors no liability shall be accepted.

5. Services

5.1. Web Listing will make every effort to be of service to the Customer. Technically it is impossible for Web Listing to provide a completely (100%) error-free service, now that Web Listing also depends on third parties within the framework of the services in question. Web Listing expressly does not guarantee a fully (100%) error-free service.

5.2. Web Listing can change the product and/or service from time to time. If this change should result in a (temporary) reduction and/or failure of the availability of the products and/or services, Web Listing will inform the Customer about this promptly in advance.

5.3. To solve any problems which could occur during our service, the Customer may contact the Web Listing help desk by website or email. Our contact details can be found in the Web Listings dashboard.

6. Agreement

6.1. By accepting the service and Terms and Conditions, the Customer authorizes the information to be published across channels of publication partners.

6.2. The Customer confirms that (i) they are authorized to transmit the information to Web Listing's publication partners, (ii) that their information does not contain any viruses, spyware or other harmful code or materials, (iii) that their location data constitutes a "primary" source of the information, i.e. that it has been officially approved by an authorised representative of the Customer, (iv) that the information is current and accurate and is not pornographic, unlawful, harassing, defaming, offensive or in any other way inappropriate, that it does not glorify violence, is not harmful for underage persons and that it does not violate the rights of third parties.

6.3. The Customer hereby grant a global, non-exclusive, transferable and gratuitous right (i) to collect, combine or modify the information, or to augment them with other information received by publication partners or any affiliated companies; (ii) to use the information for publication partners' internal purposes, (iii) to sell, market, distribute, promote and advertise products that contain the information, (iv) to disclose the information and/or works derived from them to its publication partners and (v) to indirectly grant use of the information to the clients of the Publication Partners via arrangements with the latter. This assignment of rights does not extend to a disposal or other sales of the information made available and we are expressly prohibited from doing so.

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7. Processing Personal Data

7.1. During the usage of Web Listing's product and/or services Customers may also share personal data. The Customer, as processor, shall be responsible for this personal data as defined the General Data Protection Regulations (GDPR) and Web Listing as processor declare to comply with all the obligations arising from GDPR.

7.2. Web Listing shall process the personal data exclusively for the provisioning of Web Listing's products and/or services and will not be able to use the personal data or apply it for any different purpose other than the specific purpose for which the User has provided their consent

7.3. The Customer indemnifies Web Listing against any damages and costs incurred as a result of and/or related to any claims in relation to any use in conflict with the Terms and Conditions and/or in conflict with the law by the Customer.

8. Liability

8.1. Web Listing excludes any liability, in so far as it is not liable and obliged to compensate for the damage in question by virtue of mandatory law.

8.2. If and in so far as Web Listing is bound to compensate for the damage, the total liability of Web Listing because of any attributable failure to perform the service or because of any other reason, will be limited to the direct damage to at the most the total invoice amount with regard to the services in question with the Customer during the two months directly preceding the cause of the liability that came about. Under no circumstances will the total liability for the direct damage, for whatever reason, amount to more than the amount of the claim for the case in question under the liability insurance Web Listing took out, plus the amount of any excess which will be for the account of Web Listing under the provisions of the insurance in the case in question.

8.3. Web Listing excludes any liability for indirect and consequential damage, including but not limited to loss of profit, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims by the Customer's customers, loss or damage in connection with the goods, materials or software of third parties.

8.4. Web Listing cannot be held liable for any wrongful acts, careless behaviour, negligence and recklessness of Web Listing employees or contractors.

8.5. Without prejudice to the other provisions of this Article, unless performance by Web Listing is permanently impossible, Web Listing will only be liable on account of attributable failure to perform the service if the Customer has promptly given Web Listing notice of default by registered letter stating a reasonable term for curing the non-performance, and Web Listing continues to fail to perform its obligations even after expiry of the term. The notice of default shall comprise a description as complete and detailed as possible of the breach, in order to enable Web Listing to react adequately.

8.6. A condition for any right to claim compensation for damage will each time be that the Customer reports the damage as soon as possible after its inception to Web Listing in Writing. Each claim against Web Listing will lapse by the mere expiry of twelve (12) months after the start of the claim.

8.7. Exclusions and limitations referred to in this Article will become void if and in so far as the damage is the result of intent or recklessness by Web Listing or its directors.

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9. Indemnity

9.1. The Customer indemnifies Web Listing for any claims of third parties sustaining a loss in connection with the performance of the service.

9.2. If Web Listing is to be held liable by any third party for this reason, the Customer will be obliged to assist Web Listing in law and otherwise and to perform all acts promptly that may be expected from it. Should the Customer fail to take adequate measures, Web Listing will be entitled to take such measures itself without notice of default. Any costs and loss thus incurred by Web Listing and the third party will fully be for the account and at the risk of the Customer.

10. Force Majeure

10.1. If Web Listing cannot fulfil its obligations to the Customer as a result of circumstances beyond its control, the obligations will be suspended for the duration of the force majeure.

10.2. Force majeure of Web Listing will mean any circumstance independent on Web Listing's will, which partly or wholly prevents the fulfilment of its obligations towards the Customer or which reasonably renders the requirement to fulfil such obligations impossible, regardless if such circumstance could have been anticipated. Force majeure includes in any case: emergency situations (including extreme weather conditions, fire and lightning strike), restrictions and/or amended rules and regulations by governments or government agencies, (work) strike, war, riot, power failure, unanticipated failure of computer hardware and other facilities.

10.3. In case of force majeure the Customer will not have any right to compensation.

11. Applicable Law, Competent Court

11.1. All services of Web Listing are exclusively governed by Dutch law.

11.2. The District Court of Amsterdam has exclusive jurisdiction to hear all disputes arising from or in connection with services provided by Web Listing.

TELECOM

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