

## Article 1 Definitions

1. Simple Analytics, located in Bussum, the Netherlands, Chamber of Commerce number [60978856](#), shall in these general terms and conditions be referred to as Simple Analytics.
2. The other party shall in these general terms and conditions be referred to as client.
3. The agreement in the context of these general terms and conditions means the agreement based on which Simple Analytics against payment performs work for client to which these general terms and conditions are declared applicable.

## Article 2 Applicability of General Terms and Conditions

1. These terms and conditions apply to all services by or on behalf of Simple Analytics to which she has declared these terms and conditions applicable, insofar as these terms and conditions have not been explicitly deviated from in writing.
2. The conditions also apply to actions by third parties engaged by Simple Analytics in the context of the agreement.
3. The latest version of these general terms and conditions applies.
4. The client's general terms and conditions do not apply.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially invalid or should be declared void, then the remaining provisions in these general terms and conditions remain fully applicable.
6. Simple Analytics has the right to unilaterally change these conditions if deemed necessary. The latest version shall always be made available to the client for approval.

## Article 3 Offer

1. If no acceptance period is stated in the offer, the offer expires after 14 calendar days.
2. Simple Analytics cannot be held to its offer if client could reasonably understand that the offer, or a part thereof, contains an obvious mistake or error.

3. An offer or quotation does not automatically apply to follow-up orders.

## Article 4 Rates and Payments

1. The agreement is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
2. Rates stated in the offer are exclusive of VAT. The offer states the price of the chosen plan.
3. If client requests work to be done that is not included in the package as indicated in the offer, consultation is required. If Simple Analytics is willing to perform this work, it can be purchased at an additional cost.
4. The obligation to pay arises upon acceptance of the offer, even if services are not used for the entire term of the package.
5. In principle, Simple Analytics invoices in advance via a one-off payment or via payment in instalments, unless additional work is requested. Simple Analytics has the right to suspend the work until a (next) payment has been made.
6. If client chooses to pay by wire transfer, Simple Analytics is entitled to charge a surcharge.
7. Rates agreed upon when entering into the agreement are based on the price level applied at that time. Simple Analytics has the right to adjust the fees at any time, if changes of circumstances so require. If Simple Analytics changes the rates within the term of a plan, client is entitled to dissolve the agreement.
8. Invoices must be paid within 14 calendar days after the invoice date, unless parties have made other agreements in writing or if a different payment term is stated on the invoice.
9. If client defaults timely payment of an invoice, direct debit fails, payment is withdrawn without good reason or payment is reversed within the term of the chosen plan, client is in default after sending a one-off reminder or notice of default and owes statutory interest by operation of law. The interest on the claimable amount will be calculated from the moment that the client is in default until the moment of payment of the full amount due.
10. If client is in default regarding the fulfilment of his obligations, all reasonable costs incurred in obtaining satisfaction out of court will be borne by client.

11. In the event of liquidation, bankruptcy, attachment of pay or suspension of payment, any claim of Simple Analytics shall be due and payable immediately.

## Article 5 Provision of Information

1. Client will make all information relevant to the execution of the assignment available in good time to Simple Analytics.
2. Client is responsible for the accuracy, completeness and reliability of the information provided, even if it originates from third parties. Simple Analytics will treat all data confidentially.
3. Client indemnifies Simple Analytics against any damage resulting from non-compliance with the provisions of this article.

## Article 6 Execution of the Agreement

1. Simple Analytics performs the chosen service to the best of its knowledge and ability. She is not liable for failure to achieve the result that client intended.
2. Simple Analytics services are supported by most browsers. Client is advised to contact Simple Analytics when in doubt about appropriate system requirements.
3. An account may be used for the number of websites as described in the plan.
4. Client is responsible for the implementation of the embed script.
5. If client has not yet reached the age of 18 years, consent of parents or guardians is required before purchasing a plan.

## Article 7 Changes and Cancellation

1. A plan is purchased for the indicated term and can be cancelled monthly after this first term. Renewals of an enterprise plan cannot be terminated prematurely.
2. If client wishes to dissolve the agreement during the first term, client is obliged to pay the costs for the entire agreed period.
3. Client may try out Simple Analytics services free of charge for an agreed period of time. If a plan is purchased after this trial period, it cannot be revoked free of charge after acceptance of the offer, unless otherwise agreed.
4. Simple Analytics is entitled to adjust, expand, delete or change functionalities. This may mean that certain functionalities are no longer available at a certain time, or that

Simple Analytics no longer works on certain operating systems or (mobile) devices. This does not entitle client to a refund of the amount already paid, unless otherwise agreed.

5. If client exceeds the limit stated in his chosen plan, Simple Analytics is entitled to transfer client to the more expensive plan. This is based on an average over a period of three months. If services have not yet been used for three months, the average is calculated based on the used time frame.

## Article 8 Force Majeure

1. In case of force majeure, parties are entitled to interrupt or postpone the agreement. Force majeure occurs, inter alia, if the execution of the agreement, whether or not temporarily, is prevented by circumstances beyond the parties' control.
2. If a situation as described in the first paragraph of this article occurs, or other circumstances occur that temporarily prevent the agreement from continuing, obligations will be suspended as long as the parties cannot meet their obligations. In such a situation, the parties jointly look for a solution. If this situation continues without an appropriate solution, both parties have the right to terminate the agreement in writing without cancellation. The costs incurred and hours worked up to that point become immediately due and payable.
3. If the services of Simple Analytics are not available for more than 7 days, client is entitled to terminate his agreement. Simple Analytics does not owe any additional compensation in such case.

## Article 9 Liability for Damage

1. Simple Analytics is not liable for damages resulting from this agreement, unless the damage was caused intentionally or results from gross negligence.
2. Simple Analytics is not liable for damages caused by incorrect or incomplete information provided by or on behalf of the client.
3. Simple Analytics is not liable for any consequences of electronic communication, including but not limited to, manipulation, interception by third parties or transmission of viruses.
4. Simple Analytics is also not liable for other situations that are beyond its reach, including hacks.

5. Client remains at all times responsible for the application or implementation of knowledge or actions as acquired during an agreement.
6. Simple Analytics is not liable for complications arising from the use of Simple Analytics services.
7. Simple Analytics will delete an account 90 days after cancellation of a plan. Client is responsible for making or requesting a backup, if desired.
8. Client is responsible for the actions that are performed using his Simple Analytics user account, including abuse.
9. In the event that Simple Analytics owes client compensation, the damage will not exceed the amount invoiced by Simple Analytics to client in the three months prior to the damage arising, unless the law stipulates otherwise. If invoiced per year, the damage shall not exceed a quarter of the annual amount.
10. Client acknowledges that Simple Analytics cannot be held liable by third parties for claims related to the services and goods provided by Simple Analytics.

## Article 10 Intellectual Property

1. Intellectual property rights relating to the knowledge, services and other data made available to client by Simple Analytics during the term of the agreement rest with Simple Analytics. Client is expressly not permitted to reproduce, publish or make available to third parties the material and documentation without prior permission. The client's data remains the property of the client at all times.
2. A login is personal and is only to be used by client. Client is not permitted to allow others to use his login or to make it available to third parties without the prior, explicit consent of Simple Analytics.
3. Any act in violation of the provisions of this article is considered an infringement of copyright.
4. In the event of infringement, Simple Analytics will be reimbursed at least three times the regular fee for such use, without losing any right to compensation for other damage suffered.

## Article 11 Special Provisions

1. Both parties are obliged to maintain confidentiality of all confidential information that they have obtained under their agreement. Client is referred to the privacy statement

for more information. This obligation does not apply insofar as Simple Analytics has a legal or professional obligation to disclose.

2. Because Simple Analytics services are delivered online and maintenance is required every now and then, Simple Analytics cannot guarantee that client can use the services at any given time.
3. If the services of Simple Analytics are temporarily unavailable and the client is demonstrably inconvenienced as a result, client can claim the damage, with a maximum of 50% of the amount invoiced in the month that the services are unavailable. If invoiced per year, this amount is divided by 12 for the relevant monthly amount.

## Article 12 Complaints

1. Client is obliged to report complaints about offers, invoices and / or delivered services within 7 calendar days after the complaint has arisen to the Simple Analytics in writing and with reasons. Simple Analytics strives to respond substantively to complaints within 7 calendar days.
2. Submitting a complaint does not suspend the payment obligation.

## Article 13 Dispute Resolution

1. These general terms and conditions are subject to Dutch law. In the event of discrepancies between the Dutch and English version of these terms and conditions, the Dutch version shall prevail.
2. Parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.
3. Disputes will only be settled in the district in which Simple Analytics is located, unless otherwise required by law.
4. Contrary to the legal limitation periods, the limitation period of all claims and defences against Simple Analytics and third parties involved is 12 months.