General Terms and Conditions

Cloud & Code Consulting

Article 1 – Definitions

1. **Cloud & Code Consulting**: the sole proprietorship established in the Netherlands, operating under the name Cloud & Code Consulting, reachable via https://cloudencode.nl and info@cloudencode.nl.
2. **Customer**: any natural person or legal entity entering into an agreement with Cloud & Code Consulting.
3. **Services**: all SaaS services, software, consultancy, development work and related services provided by Cloud & Code Consulting.
4. **Agreement**: any agreement between Cloud & Code Consulting and the Customer.
5. **SaaS**: software made available by Cloud & Code Consulting via the internet.

Article 2 – Applicability

1. These general terms and conditions apply to all offers, agreements and services of Cloud & Code Consulting.
2. Deviations are only valid if expressly agreed upon in writing or electronically.
3. Any general terms and conditions of the Customer are explicitly rejected.

Article 3 – Formation of the agreement

1. An agreement is concluded through online acceptance, such as via a checkbox, account registration or digital confirmation.
2. Cloud & Code Consulting reserves the right to refuse an application without stating reasons.

Article 4 – Services and execution

1. Cloud & Code Consulting performs its services on a **best-effort basis**.
2. No guarantees are given regarding availability, error-free operation or fitness for a particular purpose.
3. Cloud & Code Consulting is entitled to engage third parties in the execution of its services.

Article 5 – Availability and maintenance (SaaS)

1. Cloud & Code Consulting aims for high availability but does not guarantee uptime.
2. Maintenance may result in temporary service interruptions.
3. Service interruptions do not entitle the Customer to compensation or refunds, unless expressly agreed otherwise.

Article 6 – Fees and payment

1. Fees are charged in advance or in arrears, depending on the agreement made.
2. The standard payment term is **30 days** from the invoice date.
3. If payment is not made on time, the Customer is in default by operation of law.
4. Cloud & Code Consulting may suspend its services in case of overdue payments.

Article 7 – Termination and cancellation

1. Agreements may be terminated by the Customer **at any time**, subject to any ongoing billing periods.
2. Amounts already paid will not be refunded.
3. Cloud & Code Consulting may terminate the agreement with immediate effect in case of misuse, non-payment or unlawful use.

Article 8 – Liability

1. The liability of Cloud & Code Consulting is strictly limited to the amount invoiced for the relevant service, with an absolute maximum of the amount paid by the Customer in the applicable year.
2. Liability for **indirect damage**, including consequential damage, loss of profit, loss of savings and data loss, is excluded.
3. Cloud & Code Consulting is not liable for damage caused by:
    - incorrect or improper use of the services;
    - actions of third parties;
    - failures outside its sphere of control.

Article 9 – Intellectual property

1. All intellectual property rights relating to software, source code, documentation and materials remain vested in Cloud & Code Consulting, unless agreed otherwise.
2. The Customer is granted only a **non-exclusive, non-transferable right of use**.
3. The Customer is not permitted to copy, reverse-engineer or resell the software.

Article 10 – Data and privacy

1. Cloud & Code Consulting processes personal data in accordance with its privacy policy.
2. Where a service does not store personal data, this shall be considered a premise of the agreement.

Article 11 – Force majeure

1. Cloud & Code Consulting is not obliged to fulfill any obligation in case of force majeure.
2. Force majeure includes, but is not limited to, failures of hosting providers, network disruptions, government measures and technical failures.

Article 12 – Amendments

1. Cloud & Code Consulting may amend these general terms and conditions.
2. Amendments will be announced electronically and will apply from the moment of publication.

Article 13 – Governing law and jurisdiction

1. All agreements are governed by **Dutch law**.
2. Any disputes shall be submitted to the competent court in the Netherlands.
3. In the event of discrepancies, the **Dutch version of these terms and conditions shall prevail**.