

## **General Terms & Conditions of**

The corporation Caribbean Identity Compliance & Consultancy BV, domiciled and having its registered offices in Curaçao, to be named hereinafter "the corporation".

### **A. SCOPE OF APPLICATION**

1. These general terms & conditions shall be applicable to any and all agreements entered into by the corporation with a natural person or a legal entity ("the client"). Deviations from these general terms & conditions may only be agreed on in writing.
2. In the event that the (general) terms and conditions applied by the Client deviate from the provisions of the present general terms & conditions, the operation of the present general terms & conditions shall prevail, unless the corporation explicitly accepts the applicability of the general terms and conditions as established by the client.

### **B. PAYMENT, STATUTORY DEFAULT INTEREST AND COLLECTION CHARGES**

3. Client agrees to pay the corporation a fee according to the rates, calculations and practices of the corporation.
4. All rates are exclusive OB or any other charges which can be imposed by the government.
5. All invoices sent to the client by the corporation must be paid within 14 days of the date of the invoice ("the invoice date") at the corporation's office, or by other means as established by the corporation. The client is not allowed to apply any deductions and/or setoffs to the invoice.
6. Client enter into an agreement with the company when register for a training course in which the company directly or indirectly facilitates. Clients hereby agree to payment of the sum. Cancellation shall only take place in mutual consultation.
7. Complaints regarding the amount of the invoice shall be made in writing to the corporation within one week of the date of the invoice, after which time the client forfeits his/her right to dispute the amount of the invoice.
8. Complaints regarding any work carried out by the corporation must be made in writing to the corporation within one week of the date of release of the documents or information that the client has a complaint about, or within one week of the discovery of the alleged deficit by the client only if the client can prove that the alleged deficit could not have been reasonably discovered at an earlier time.
9. Complaints as referred to in sections 6 and 7 do not absolve the client from his/her payment obligations.
10. In case of a justified complaint, the corporation has the option to adjust the fee charged, correct or redo the deficient work at no charge to the client, or refrain from executing the assignment, either partially or completely, with appropriate reimbursement to the client.
11. If payment is made after 14 days of the date of the invoice, client must pay the corporation a statutory default interest of 2% per month. A partial month shall be counted as a full month for interest calculation purposes
12. In case of delayed payment or non-payment, the corporation reserves the right, at its own discretion, to suspend all (future) work agreed upon with the client, or to cancel said work indefinitely.
13. In case of delayed payment or non-payment, the corporation reserves the right to hire third parties to collect any outstanding debt due to the corporation by the client. In this case, the collection charges, 20% of the amount of the invoice plus the statutory default interest due, with a minimum of Nafl. 75.00, must be paid by the client, as well as any and all court fees, including litigation fees and costs related to legal representation, and other fees not awarded by the judge, unless the corporation is ruled the losing party in the litigation by the judge, in which case the court fees, including litigation fees and costs related to legal representation, will be paid by the corporation.
14. The statutory default interest, collection charges and court fees are not subject to judicial mitigation.
15. The corporation reserves the right to apply any payment made by the client to the oldest outstanding account(s) of the client.

**C. EXTENT OF THE ASSIGNMENT**

16. The nature and extent of the assignment is determined by the agreement between the corporation and the client, or by client's signing of the proposal. In the event that during completion of the assignment additional work is carried out on behalf of the client that is not specifically mentioned in the agreement, the assumption will be made that, based on the administrative notes relating to this work, the work was carried out as incidentally ordered by the client. These administrative notes will refer to interim consultations between the corporation and the client. The present general terms & conditions shall also apply to this/these additional agreement(s) reached with the corporation.
17. The assignment cannot be dissolved by the client because of transgression of the agreed-upon timeframe.

**D. INFORMATION**

18. The services provided are based on the information provided to the corporation by the client.
19. In the event that the client wishes to hire third parties to complete the assignment, prior consultation with the corporation is required.
20. The client shall supply all information required for completion of the assignment to the corporation when requested by the corporation. The client is responsible for the accuracy, completeness, reliability and validity of the supplied information. Extra costs incurred due to non-, untimely or incomplete submission of information will be charged to the client.
21. Unless prior written authorization has been given by the corporation, the client shall not disclose the contents of advice from or statements made by the corporation, written or unwritten, to third parties, unless said advice or statements have been specifically formulated for disclosure to third parties. The client shall also safeguard said advice or statements from third parties if applicable. The client shall impose all obligations applicable to him/her, as mentioned in this section, on his/her employees, and ensure that his/her employees comply with these obligations.
22. The corporation and client can communicate with each other via email or internet. The corporation shall not be held liable for damages resulting from the use of email or internet, such as viruses. In case of doubt about the contents or transmission of emails, the information contained in the files of the corporation shall prevail. The client is responsible for confirmation of receipt of email by the addressee.

**E. QUALITY; PROFESSIONAL SKILL**

23. The corporation will strive to carry out its assignments and duties to the best of its insight, ability and expertise. Nevertheless, the corporation cannot guarantee reaching all intended goals.
24. The client shall in no circumstances be able to hold the corporation responsible if he/she has not fulfilled his/her obligations towards the corporation.

**F. LIABILITY**

25. The corporation's liability towards the client for losses incurred by the client is limited to the amount of the invoice. The corporation shall have the right, at all times, if possible, and as far as possible, to reserve any losses incurred by the client.

**G. INDEMNITY**

26. The client indemnifies the corporation of all claims by third parties for damages incurred from or related to work carried out by the corporation for completion of the assignment, and client is responsible for all costs associated with this indemnity.

**H. CONVERSION**

27. If, and in as far as possible, any provision of these terms and conditions cannot be invoked, said provision will be given an as identical a meaning as possible in terms of its contents and purport to allow invocation of said provision.

**I. RECRUITMENT BAN**

28. During the execution of the assignment or within 1 year after termination of the work relationship, neither party is allowed to recruit employees from the opposite party that are or were involved in the execution of the assignment, unless in consultation with the opposite party.

**J. DISPUTES**

29. Any and all disputes arisen or possibly to arise in the future between the corporation and the client concerning the execution of the agreements concluded between parties, the interpretation of these agreement or the present general terms & conditions, or whatever other dispute, shall exclusively be judged in accordance with the laws of Curaçao, while the court in Curaçao is designated to take cognizance of these disputes.

Curaçao, November 09, 2018

*The text of these General Terms & Conditions has been filed by the corporation Caribbean Identity Compliance & Consultancy BV at the Registry of the Court of First Instance in Curaçao on the 14<sup>th</sup> of November 2018.*

Approved by:

  
  

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