



plan2work.eu general terms and conditions

Art. 1. DEFINITIONS

1.1 Account: The user name / password-combination which the customer and it's users can use to access plan2work.eu.

1.2 Account information: The information which is recorded by plan2work.eu for the generation of invoices (this may include the customer's traffic statistics if applicable).

1.3 Fair-use: A policy which instructs a customer to keep it's traffic, disk-space usage and strain on the system within reasonable limits. Further restrictions will be specified by plan2work.eu in additional conditions which may apply to any applicable services.

1.4 Instruction manual: All instructional software and documentation provided by plan2work.eu to a customer and it's users.

1.5 Customer: The party which has an agreement with plan2work.eu.

1.6 Users: Every person which possesses an account and has been authorized to use plan2work.eu by a customer.

1.7 Log-in procedure: A procedure specified by plan2work.eu, which must be followed in order to gain access to the system.

1.8 Agreement: The agreement between a customer and plan2work.eu, defining the services which plan2work.eu will provide for the specific customer.

1.9 System: Computers and other hardware which are used by plan2work.eu to enable a customer to log in to it's specific section of plan2work.eu.

1.10 Website: Several interconnected web pages preceded by a homepage.

1.11 Traffic statistics: The statistics of a customer's usage of plan2work.eu.

1.12 plan2work.eu: pLAN8 BV io. Amsterdam, The Netherlands

1.13 plan2work.eu services: The assignments and services which plan2work.eu executes for it's customer's benefit.



ART 2. GENERAL

2.1 These general terms and conditions apply to all offers and agreements between plan2work.eu, it's customers and it's users, unless specified otherwise in writing by either party.

2.2 Any offers presented by plan2work.eu are non-binding. An agreement will be reached once plan2work.eu receives a fully filled in, signed application form or contract from an aspiring customer, or if plan2work.eu has performed any services upon the aspiring customer's request. The agreement can be annulled by plan2work.eu at any time. Upon annulment of the agreement, plan2work.eu must repay the customer in full. plan2work.eu can reject an aspiring customer's application if it has reason to do so.

2.3 plan2work.eu is authorized to alter the general agreements and conditions at any time. Alterations to the conditions will become valid exactly one (1) month after the alteration has been announced (conforming to art. 12.2). If the customer does not agree with the alterations, it is authorized to terminate the agreement with plan2work.eu on the date on which the alterations will become valid (thus deviating from art. 10.1).

ART 3. plan2work.eu OBLIGATIONS

3.1 plan2work.eu will attempt to perform the following tasks as best they can:

- Providing access to plan2work.eu for every customer and it's users to provide the agreed upon services.
- Delivering the agreed upon services in a professional and accurate fashion, as far as technically possible.
- Providing the best possible accessibility to plan2work.eu's servers.
- Backing up the customer's (and it's user's) data at least once a day, unless specified otherwise.
- Ensuring the optimal security of any and all (backed up) data.
- Ensuring the confidentiality of any of the customer's (and it's user's) data which require confidentiality.

3.2 plan2work.eu can not guarantee perpetually unobstructed access to it's systems and it's services.



3.3 plan2work.eu will not view or disclose any of the information belonging to it's customers and it's users without the customer's explicit permission, unless ordered to do so by a court of law, or if said customer is suspected of violating one of the articles between art. 4.3 and art. 4.5 of these general terms and conditions.

ART. 4 THE CUSTOMER AND IT'S USERS OBLIGATIONS

4.1 The customer and it's users will behave in a manner which can be expected of any precautionous internet user. The customer will inform plan2work.eu in writing of any alterations to any relevant data.

4.2 The customer and it's users should set and alter their passwords in a fashion which prohibits third parties from gaining (unauthorized) access to their accounts.

4.3 The customer and it's users may not obstruct or cause damage to any other customers or the system in any way. Running any processes or programs (albeit through the system) which may obstruct or cause damage to any other customers or the system is strictly forbidden. The only processes and programs which may be run are those which are run through a direct connection to the system which has been authorized by plan2work.eu.

4.4 The customer and it's user may not use the system or it's disk-space for any actions which may violate any laws, the agreement between the customer and plan2work.eu or these general terms and conditions. Some (but not all) of these illegal actions are:

- The violation of any copyright laws.
- Display or publishing pornography containing children.
- (Sexually) harassing any other persons.
- Hacking: entering (and abusing) computers or systems which belong to plan2work.eu and (inadvertently) altering, adding or removing any data in the process.

4.5 The customer and it's users are permitted to hack the system as long as they adhere to art. 4.3. The customer or user who manages to be the first to enter the system and obtain a role which is equal to that of the system administrator, will receive access to the system free of charge for 6 months, as long as the customer or user explains how he was able to hack the system and has not damaged the system or any other customers and has respected the other customer's privacy. Every customer and user hereby permits other customers and users to attempt to hack the system under aforementioned conditions.



4.6 The customer and it's users may not provide any manuals, accounts or any other agreed upon rights to third parties without the explicit written permission of plan2work.eu

4.7 The customer and it's clients will provide themselves with the necessary software, hardware and connections to gain access to the system.

4.8 The customer and it's users are bound to the agreed upon disk-space and bandwidth limits. The customer is responsible for not exceeding these limits.

4.9 The customer and it's users hereby permit plan2work.eu to register personal information which is required for the execution of administration and maintenance tasks. This personal information contains both account and traffic information which will only be used by plan2work.eu and will not be made available to third parties unless plan2work.eu is forced to do so by a court of law.

ART. 5 RESPONSIBILITY

5.1 plan2work.eu is not responsible for any damage which may occur to a customer and it's users, unless the damage was (intentionally) caused by plan2work.eu. plan2work.eu can not be held responsible for the following types of damage in particular: Problems accessing the Internet or the system at plan2work.eu's location, a customer's (or it's users') location or a third party's location, a lack of security of information saved by the customer and it's users on plan2work.eu's systems, actions preformed by other customers or users, alterations to the log-in procedure or account information.

5.2 The customers and users that violate the conditions set in the agreement and these general terms and conditions are responsible for any damage which is subsequently caused to plan2work.eu.

5.3 The customers and it's users hereby clear plan2work.eu of any liability for (damage) claims filed by third parties, which were initiated either by use of the customer's accounts or portion of the system which is allocated to the customer, or by the customer and it's users not adhering to the requirements defined in the agreement and in this document.

5.4 plan2work.eu is authorized to terminate a customer's access to the system immediately and without warning if the customer or any of it's users violate any article between art. 4.1 and art. 4.6. plan2work.eu is furthermore authorized to terminate the agreement between itself and the customer if the severity of the violation justifies this, the customer will not be entitled to any kind of compensation in this case.



ART. 6 plan2work.eu SERVICES

6.1 plan2work.eu will supply the customer with a non-exclusive and non-transmissible right to use the system and it's manual during the validity of the contract. The customer is not permitted to make any copies of the manual for other purposes than personal use and back-up purposes. Any marks which define the document's origin and ownership are to be left intact if a copy is made.

6.2 Additional specific conditions will be defined for some services. These additional conditions will be announced separately for each service. Some, but not all, of these conditions are: fair use policy, access rights and ownership rights.

6.3 plan2work.eu is authorized to limit or terminate access to the system for a certain customer (and it's users) if the customer exceeds it's contractually agreed upon amount of (free) bandwidth or fair-use (regarding bandwidth, disk space or server load) during a certain calendar month. This agreement defines that a customer must pay plan2work.eu the agreed upon costs of said exceedance. plan2work.eu will effectuate the limitation or termination of access to the system five (5) days after having notified the customer. plan2work.eu is not liable for the costs of any damage caused by the limitation or termination of access to the system. plan2work.eu's administration will provide both parties with binding evidence of the exceedance, unless the customer can provide counter evidence.

ART. 7 SERVICES PROVIDED BY THIRD PARTIES

7.1 plan2work.eu depends on services or networks provided by third parties (cable internet and ADSL for example) for execution of several of it's own services. In this case the customer will usually have two separate agreements, one with plan2work.eu and one with a third party. plan2work.eu is not responsible for any damage caused by services or networks provided by third parties, including disturbances in the third party's networks or infrastructure.

ART. 8 COMPLAINTS

8.1 plan2work.eu will only process those complaints that actually apply to services provided by plan2work.eu.

8.2 plan2work.eu will try to process the complaints concerning it's services as well as possible, whilst attempting to improve it's services in the mean time. Customers and users may report a complete and clearly worded complaint to the customer support



department within 3 workdays, preferably by e-mail. The complaint will be handled within 3 workdays, if possible. The customer will be informed about this within 3 workdays of reception of the complaint, if possible.

8.3 Filing a complaint does not annul the customers other responsibilities.

ART. 9 SYSTEM MAINTENANCE

9.1 plan2work.eu is authorized to (temporarily) disable or limit access to the system without previous warning if this is required for maintenance purposes or adjustments and/or improvements to the system. Customers will not be entitled to any form of compensation in this case.

9.2 plan2work.eu is authorized to alter either the log-in procedure or an account at any time without the customer (or it's users) being entitled to any form of compensation. plan2work.eu will try to inform the customer as quickly as possible about any alterations which were made.

ART 10. LENGTH AND END OF THE AGREEMENT

10.1 The agreement is valid during the contractually agreed upon period. The agreement will always automatically be renewed with the same period once the contract expires. Termination of the agreement must be requested at least 3 months before the agreement expires. Termination of the contract is possible in writing or by fax. The termination period will commence once plan2work.eu receives the termination request.

ART 11. TERMINATION

11.1 plan2work.eu is authorized to (partially) terminate an agreement or suspend it's services immediately and without notice, whilst not being liable for any form of compensation, if the customer (and it's users) cannot fulfill, or are suspected of not being able to fulfill, the obligations defined in the customer's agreement or this document in a normal and timely fashion.

11.2 plan2work.eu is authorized to terminate an agreement and cease providing services immediately and without notice if the customer:

- Has supplied plan2work.eu with fake and/or false personal and/or company information.



- Has not provide correct information or alterations.
- Has signed the agreement with plan2work.eu under false circumstances.
- Has violated one of the articles between 4.1 and 4.6
- Has been declared bankrupt or has filed for bankruptcy.
- Has requested a suspension of payment.
- Has been placed under curator ship or has been dissolved.

ART. 12 PRICING

12.1 The customer is obligated to pay plan2work.eu a contractually agreed upon compensation for the services it consumes. All agreed upon prices do not contain VAT, administration costs or other additional charges and/or rights unless specified otherwise.

12.2 If plan2work.eu is required to perform any additional work for a customer which was not part of the agreement, or if any costs arise which are related to the fact that agreed upon services could not be executed due to the customer's fault, then the work and/or costs will be regarded as extra and will be billed as such.

12.3 plan2work.eu is authorized to change it's prices and any other costs at an any time. These price changes will be announced at least 2 months in advance, both in writing as well as on the plan2work.eu website. If a customer does not agree with a certain price change, then he is authorized to terminate the agreement on the date that the price change is effectuated (in contradiction to art. 10.1).

ART. 13 PAYMENT

13.1 Any debt which is owed to plan2work.eu will be billed per month in arrears, unless specified otherwise in writing. The customer is required to pay the debt within fourteen (14) days of the billing date.

13.2 If a customer does not pay it's debt within the period specified in art. 13.1 then he or she will legally be considered shortcoming and therefore must pay a legally defined rent over the indebted sum. All costs which were made outside of the legal costs are also accountable to the customer . These costs consist of an amount worth 15% of the indebted sum with a minimum of EUR 50, -- unless plan2work.eu can prove that it's legal costs exceeded this amount. In this case plan2work.eu is authorized to delay the delivery



of its services until the indebted amount is paid. The delay does not free the customer of its other duties toward plan2work.eu.

ART 14. FORCE MAJEURE

14.1 Force majeure is defined as: All exterior circumstances which were (reasonably) unforeseeable and cause plan2work.eu to be unable to fulfill its requirements towards the customer. Some, but not all, of these circumstances are: disruption of the internet connection, disruption of the telecommunication infrastructure and disruption of the network.

14.2 plan2work.eu is authorized to apply for force majeure if circumstances prevented plan2work.eu from performing agreed upon services which should have performed in the past.

14.3 plan2work.eu's deliverables and other requirements will not be able to be provided during periods where force majeure applies. Both parties will be able to terminate the agreement without judicial interference and without either party being liable for compensation, if the period, during which the force majeure causes plan2work.eu to be unable to execute its agreed upon services, lasts for longer than two (2) weeks.

ART 15 DISPUTES AND APPLICABLE LAW

15.1 Each agreement between plan2work.eu and the customer is subjected to Dutch law. The judge, located in Amsterdam, is authorized by exclusion to be informed about disputes which are caused by or related to the agreement between plan2work.eu and the customer.

15.2 A customer, not practicing his profession, is authorized to have a dispute be settled by a legally authorized judge if he disagrees with the decision to invoke art. 15,1. This action must be undertaken within one (1) month after art. 15.1 has been invoked.

15.3 If one or more of this document's conditions is declared invalid then this does not in anyway alter the status of any of the other conditions. If one or more of this document's conditions is declared invalid then both parties will be bound by rules which are similar in as many aspects as possible, but are not invalid.