

## **General Terms & Conditions**

### **Make My Day-Curacao Marketing**

#### Article 1 – General

1. Make My Day is a sole proprietorship, incorporated under the laws of Curacao, whose main objects are working in marketing, organizing events, assisting in applying social media and managing branding.
2. The provisions of these General terms & Conditions (“**Terms**”) have been made also on behalf of the individual partners of Make My Day and all (legal) persons engaged or employed or having been engaged or employed by or for Make My Day.
3. The Terms apply to any and all offers, price quotations and engagements of Make My Day and Make My Day has the right to modify the Terms.
4. Any terms and conditions of the client (“**Client**”) are expressly rejected and are not applicable.

#### Article 2 – Offers and Price Quotations

1. Offers and price quotations of Make My Day are valid for fourteen (14) days and all prices and rates expressed are exclusive of both turnover tax (OB) and government-imposed levies.
2. Apparent mistakes or errors in offers, quotations, agreements, email messages or other correspondence of Make My Day or mistakes or errors in Make My Day’s website shall not be binding on Make My Day.
3. Anything that is provided by Make My Day under an offer will remain its inalienable property and shall be immediately returned by Client upon request of Make My Day.
4. In case prior to the conclusion of an agreement between Make My Day and Client (“**Agreement**”), materials, designs, illustrations, drawings, texts, specifications, ideas, drafts and other information, whether tangible or intangible, (“**Information**”) have been provided and/or shown to a potential Client by Make My Day or have otherwise been learned or obtained by Client and eventually no Agreement has been concluded, any use, reproduction or publication of the Information is strictly prohibited. In case of violation, Make My Day shall have the right to charge a normal market remuneration for the use thereof.

#### Article 3 – Conclusion of the Agreement and Termination

1. The Agreement is concluded when (i) an offer or proposed agreement of Make My Day has been signed by Client and returned to and received by Make My Day, (ii) an offer or proposed agreement has otherwise expressly been accepted by Client in writing, which acceptance has been received by Make My Day, or (iii) performance by Make My Day of an offer or proposed agreement has been accepted by Client.
2. Termination of the Agreement must be in writing. Services provided by Make My Day to Client prior to the termination shall be charged to Client.

#### Article 4 – Performance of the Agreement

1. Make My Day will perform the services to the best of its ability, acting as a conscientious professional and will never be obliged to perform any services that are inconsistent with its professionalism, violate any right of any third party, a legal obligation or standards generally accepted in social and economic life.
2. Make My Day cannot guarantee that performance of the services will produce the result intended by Client, such as increased turnover and/or increased brand awareness.
3. Client accepts that the time of provision of the services may be influenced in case the parties agree to prematurely modify the approach, method or scope of the order and/or services resulting from said order.
4. Materials and other possessions used by Make My Day during the services shall remain the property of Make My Day, unless expressly agreed otherwise by the parties.

#### Article 5 – Publication and (re)production

1. Before proceeding to publication or (re)production, Make My Day will give Client the opportunity to check and approve the concept or test version.
2. Make My Day is not responsible for errors in any published or reproduced product, which Client has checked and approved, and these errors were visible in the concept or test version. Make My Day is not responsible for incorrect specifications, drafts, texts, illustrations or other information provided by Client.

#### Article 6 – Deviations

1. Deviations between completed work and the original concept shall not be a reason for rejection, discount, cancellation of the Agreement or damages if said deviations are of minor importance.

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2. Colours shown to Client may slightly differ from the actual colours of any completed work. Make My Day is not liable for any such colour deviation.

#### Article 7 – Obligations of Client

1. Client shall ensure that any information specified by Make My Day as necessary for the performance of the Agreement, or which Client should reasonably understand to be necessary for said performance, are made available in a timely manner and meet the specifications required by Make My Day.

2. Client shall always and in a timely manner give Make My Day any cooperation that is necessary for proper performance of the Agreement, and will make available any necessary materials, resources and authorizations.

3. Client guarantees the accuracy, completeness, reliability and legality of the information provided by Client, including information obtained from third parties. Client indemnifies and hold Make My Day harmless from and against any and all claims and damages caused by inaccurate, incomplete, unreliable or illegal information provided.

#### Article 8 – Invoicing and Payment

1. Make My Day is entitled to require an advance payment or deposit of fifty percent (50%) of the total (estimated) price before commencing its services.

2. All invoices sent by Make My Day must be paid in full, with no deduction, discount, set-off or suspension, within eight (8) days from the date of the invoice. Invoices concerning advances shall be paid at once.

3. If full payment of an invoice is overdue, the Client shall be in default by operation of law without any demand or notice of default being required. In that event Make My Day shall have the right to suspend its services until full payment of the amount outstanding.

4. In the event of default, Make My Day will charge interest at a rate of 1.5% per month or part thereof. Any and all judicial costs and the extrajudicial collection charges incurred in collecting any claim in respect of which the Client is in default ("**Collection Charges**") will be fully at the Client's expense. The Collection Charges are fixed to 15% of the outstanding balance including interest due with a minimum of NAF 300, or if the actual Collection Charges exceed this amount, the actual costs incurred.

5. In case of liquidation, bankruptcy or suspension of payment of Client, all claims of Make My Day on Client shall become immediately due and payable.

#### Article 9 – Intellectual Property Rights

1. The copyright and any other intellectual property rights in offers and completed works shall vest in Make My Day until Client has complied with its (financial) obligations toward Make My Day.

2. Research or determination by Make My Day of the existence of any trade mark rights, protection of drawings or models, copyrights, rights of portrait or any other rights of third parties is not part of the Agreement. Client itself is required to verify whether information provided to Make My Day by Client infringe any rights of any third party.

#### Article 10 – Complaints

1. Complaints about the services provided by Make My Day must be reported in writing to Make My Day as soon as possible, at the latest within eight (8) working days after the completed work has been presented or made available to Client, stating a detailed description of the complaint.

#### Article 11 – Liability and Limitation

1. Times of delivery specified by Make My Day are estimates only and cannot be considered final deadlines.

2. In addition to the other (limitation of) liability provisions of the Terms, Make My Day cannot be held liable for any damage of whatever kind caused to Client in connection with the (non)performance of its own equipment, software or (internet) connections. Consequential damages, such as loss of profit, loss of savings, loss of turnover, costs caused to prevent or assess consequential damage, loss or distortion of data, damage due to delay, reputational damage and imposed fines, are explicitly excluded.

2. Save in an event of willful default or gross negligence by Make my Day, the Client indemnifies and hold Make My Day harmless from and against all actions, claims or demands of third parties arising from or relating in any way to services performed by Make My Day for the Client. Any and all liability of Make My

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Day is limited to no more than a sum equal to the amount invoiced by Make My Day in the particular case to which said liability applies.

3. Without prejudice to the provisions of article 6:89 of the Civil Code, any claim whatsoever reason against Make My Day shall in any case expire if not reported in writing to Make My Day, stating reasons, within one (1) year after the moment the Client has become aware or reasonably ought to have become aware of the facts or circumstances on which the alleged claim is based.

Article 12 – Confidentiality

1. Both parties are obliged to keep secret any confidential information which they have obtained or learned from each other in the performance of the Agreement. Information is considered confidential if declared confidential by the other party or if it results from the nature of the information.

2. The obligation to keep secret any confidential information will not prevent either party from complying with any law, regulation, court order or other legal requirement that requires disclosure of any confidential information.

Article 13 – Applicable law and Competent Court

1. The legal relationships between Make My Day and Client are governed by Curacao law and any disputes shall exclusively be submitted to the jurisdiction of the competent court in Curacao.

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