

General Terms and Conditions for Partners

Applicability

1. Unless otherwise provided by separate written agreement duly signed by the Partner (“Partner”) and Whoonext or its applicable subsidiary or affiliate (“Whoonext”), the terms and conditions specified below shall apply to all services and contracts by Whoonext to or for Partner.
2. Whoonext has developed a platform where supply and demand meet by enabling a virtual queue and give Partner insight (“Services”).
3. Any additional or different terms provided by Partner will be deemed objected to and rejected by Whoonext and shall be of no effect.
4. These terms and conditions take precedence over any inconsistent terms in any prior communications between WHOONEXT and Partner, unless agreed otherwise.

Prices and conditions

5. Whoonext will be entitled to increase this price at any time without Partner in that case being entitled to dissolve the agreement for this reason, if the increase in the price results from a power or obligation under the law or regulations or is caused on other grounds which were not reasonably foreseeable on entering into the agreement.
6. Unless otherwise stated on quotes provided by WHOONEXT, prices shall be in Euro currency.
7. Subscription fees are due and payable from the first day of the subscription and will be charged afterwards. Each time a full month must be paid without discount or set-off. Only when agreed in advance Partner will receive a discount when subscription fees are paid for a longer period.
8. Whoonext may stop the Services immediately, without any right to a discount or refund, if the partner does not meet the payment obligation.

Invoicing and payment

9. Unless otherwise specified in the agreement, payment terms shall be thirty (14) days from the date the invoice is sent out.
10. The payment terms or cash discount period available to Partner shall commence on the date the invoice is sent out.
11. Partner shall not be entitled to withhold payment or deduct from any invoice the amount of any claim asserted against Whoonext or any affiliate.

Liability

12. Whoonext only facilitates a method with which a physical queue can be prevented, the realization of an agreement between Partner and a third party remains the responsibility of the Partner and Whoonext will never participate in an agreement concluded as a result of the use of the Platform.
13. Whoonext is not liable for any adverse consequences resulting from the use of the Services. Whoonext will not be liable under any circumstances for any direct, indirect, incidental, special, consequential, or punitive damages, including without limitation any loss, damages, or expenses directly or indirectly arising from the use of services.
14. Partner will indemnify, defend and hold harmless Whoonext, at Partners’ expense, from and against any third-party claims, actions or demands.

Termination

15. Whoonext has the right to terminate the agreement by way of a written notice with immediate effect, without a warning or notice of default being required and without any prior judicial interference, by registered letter, to any of the following events:
 - Partner ceases normal trading, applies for a suspension of payment, has filed for bankruptcy or has been declared bankrupt, is dissolved and/or wound up, or if a request for its dissolution or winding-up has been filed;
 - Partner has submitted a pre-pack request and an undisclosed administrator is appointed;
 - a receiver, liquidator, assignee, custodian, or trustee has been appointed for Partner;
 - Partner's assets or part(s) thereof have been seized for attachment.
16. Following the termination of any agreement between Whoonext and Partner, Whoonext shall invoice Partner for any outstanding amounts and expenses due and owing under such Agreement, and Partner shall pay all such amounts and expenses to Whoonext in accordance with the payment terms set forth in the agreement.

Assignment of rights and obligations

17. Partner shall not delegate any duties or liabilities nor assign any rights or claims hereunder without the prior written consent of Whoonext. Any such attempted delegation or assignment shall be void.

Intellectual property

18. Whoonext grants to Partner a personal and nonexclusive right to all Whoonext intellectual property required to use all Services, including all associated copyrights, patent rights, trade secrets or other intellectual property rights. Whoonext retains ownership of all intellectual property rights associated with the Services, including intellectual property rights associated with all software, data, reports, specifications, drawings and similar information of physical and intangible nature, including in electronic form. Such information shall be treated as confidential pursuant to these Terms and Conditions and not made accessible to third parties.
19. The personal and nonexclusive right to any intellectual property can be withdrawn at any time, but will in any case be withdrawn automatically at the end of the agreement in any way whatsoever or when any payment obligation of the Partner remains in default.
20. Partner agrees not to decompile, disassemble, or otherwise reverse engineer the software associated with the Services or otherwise attempt to obtain the source code of such software. No intellectual property, including any dashboards of other interface, may not, without the consent of Whoonext, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

Disputes and applicable law

21. Whoonext and Partner's respective rights and obligations under any agreement to which these general conditions apply shall be exclusively governed by and construed in accordance with the laws of the Netherlands.
22. The court of Haarlem, the Netherlands, shall have sole and exclusive jurisdiction for all disputes arising from or in connection with any agreement to which these general conditions apply.

Secrecy and privacy

23. Partner is obliged to treat confidentially any and all commercial and technical details not in public, of which he becomes aware as a result of the business relationship and not to disclose such details to third parties without the prior approval of Whoonext and to use such only for the purpose for which they have been made available.
24. Whoonext may use the business relationship for advertising purposes.
25. In principle, no personal data is collected since this is not necessary for the proper functioning of the Services. However, an end user may voluntarily provide personal data. Whoonext will only show such data in Partner's dashboard of interface but not will store any personal data of end users on its own servers.
26. The Parties are responsible for compliance with all relevant statutory data protection provisions, in particular the General Data Protection Regulation (GDPR), as well as for the legality of data transfer and data processing of personal data. The Parties undertake to process mutually provided personal data exclusively in a legal and transparent manner and exclusively for the provision of the contractual services.

Miscellaneous and partial application

27. Failure by either Whoonext or Partner to require strict performance under any agreement to which these general conditions apply will not be deemed a waiver of that party's right to subsequently require strict performance.
28. All paragraphs and provisions in these general conditions are severable. Should any provision be determined invalid or unenforceable, the remainder shall nevertheless remain in full force and effect.
29. The contractual language shall be English. In so far as the parties use another language in multilingual documents the English wording shall prevail.