GENERAL CONDITIONS OF SENDCLOUD LIMITED

Article 1 Definitions
In these general conditions, the capitalised terms below have the stated meaning, unless expressly indicated otherwise or if the context dictates otherwise (words in the singular include the plural and vice versa):

SendCloud:	the user of these general conditions, namely the private limited company Sendcloud B.V., with its registered office at Stadhuisplein 10, 5611 EM Eindhoven, the Netherlands, registered at the Dutch Chamber of Commerce under number 66572959;
Product:	an item supplied by SendCloud to its Customer, including but not limited to packaging materials;
Service:	a service provided by SendCloud to its Customer;
Customer:	the other party of SendCloud and the legal entities belonging to its group;
Offer:	a proposal of SendCloud , including but not limited to quotations, price lists and relevant information in SendCloud's mailings or mentioned on its Website;
Agreement:	the arrangements made between SendCloud and the Customer;
Charges:	the rates, surcharges or shipping costs charged by Carriers at any time;
Carrier:	the carrier used by SendCloud on behalf of the Customer to deliver Services or Products
Website:	www.sendcloud.co.uk (managed by SendCloud Limited).

Article 2 General
2.1
These general conditions apply to all current and future Agreements and/or acts performed by SendCloud, to the exclusion of the Customer's general conditions.

2.2
The applicability of other general conditions, whether or not used by a Customer, including purchasing conditions, are expressly rejected, even if the Customer has referred to such conditions before. SendCloud's prior written consent is required for all or part of conditions other than these general conditions to be declared applicable. If and insofar as other general conditions also apply, these conditions will prevail if there is any inconsistency.

2.3
Deviations from these general conditions apply only if SendCloud explicitly confirms them in writing to the Customer. Any deviation from these general conditions that SendCloud applies or tolerates at any time to benefit an existing or potential Customer never gives that Customer the right to later rely on or demand the application of such a deviation as established for itself.

2.4
SendCloud is always permitted to make interim unilateral amendments to these general conditions. The Customer may give notice to terminate the Agreement if interim unilateral amendments are made, without SendCloud being obliged to pay any form of compensation to the Customer.

2.5
If any provision of these general conditions is invalid, void or unenforceable, declared invalid, voidable or unenforceable, or voided, this will not affect the validity of the other provisions of these general conditions. In that case, the Parties will consult and agree so the relevant provision is replaced by valid, enforceable and legally effective provisions that approximate the purport of the original provision as closely as possible.

Article 3 Contractual formation
3.1
All of SendCloud's Offers are without obligation and can be withdrawn without any formalities, even after acceptance by the Customer.

3.2
The Agreement, its amendments and additions will be binding on SendCloud only if SendCloud has confirmed them in writing. The Agreement is valid only after it has been confirmed or signed by a SendCloud official with representative authority. Any commitments made by SendCloud's representatives do not bind SendCloud, unless and until SendCloud has confirmed them in writing. An acceptance of an Offer that varies from the contents of the Offer is considered a rejection of the original offer and a new offer that does not bind SendCloud. This also applies if the acceptance varies from the Offer only on minor points. Agreements are entered into under the condition precedent that information SendCloud obtains shows that the Customer is sufficiently creditworthy.

3.3
The Customer cannot cancel the Agreement without SendCloud's written consent, unless the Parties agree in writing on the compensation that the Customer will owe SendCloud if SendCloud accepts the termination of the Agreement.

3.4
Obvious mistakes, including but not limited to printing, typesetting or programming errors in Offers or on the Website, release SendCloud from its obligation to perform and from the obligation to compensate any resultant damage or loss, even after the Agreement has been concluded.

3.5
If several Products and/or Services are included in an Offer and a price is stated for each Product/Service or each group of Products/Services, the Offer is valid only as a whole and the Customer may not just accept part of the offered Products or Services at that price. Offers apply only to the specifically mentioned Products and/or Services and not to future orders, sales or deliveries.

3.6
If the Agreement is not recorded in writing and SendCloud nevertheless starts to perform it with the Customer's consent, the contents of the Offer will serve as the Agreement.

3.7
Until the Products and/or Services have been delivered, SendCloud may cancel the Agreement if it considers there are good reasons to do so, without being liable to pay any form of compensation. Notice of cancellation must be given in writing.

Article 4 Registration and confidentiality
4.1
To use the Services or purchase Products, the Customer must register via the Website. Once SendCloud has approved the Customer, the Customer receives a confirmation e-mail and can then use the Services and purchase Products. The scope of Article 6:227b of the Dutch Civil Code is excluded. The Customer warrants to SendCloud that the information it has provided during registration is correct and complete and meets SendCloud's prescribed specifications.

4.2
The Customer must observe confidentiality regarding the contents of Offers, Agreements, the login codes provided by SendCloud to the Customer, and all correspondence, information, knowledge and/or documentation relating to SendCloud, supplied by SendCloud, and/or that is otherwise in the possession or has come to knowledge of the Customer as part of the preparation, conclusion and performance of the Agreement, except insofar as it concerns confidential information in the public domain (other than because of an attributable breach or delict of the Customer) or where SendCloud has consented in writing to the full or partial discontinuation of the duty of confidentiality.

4.3
The Customer may not use and/or disclose the confidential information, including for marketing and/or commercial purposes. The Customer must treat the confidential information with at least the same degree of care as it applies to its own confidential data and may disclose confidential information to third parties and/or its employees only insofar as this is necessary for performing their work and not before the Customer has imposed a duty of confidentiality equal to that set out in these general conditions on those third parties and/or its employees. The Customer warrants to SendCloud that these third parties and/or its employees will continue to comply with this duty of confidentiality.

4.4
If the Customer must disclose certain information under a legal obligation, a binding instruction or binding regulations, it must promptly notify SendCloud in writing before that disclosure.

4.5
The duty of confidentiality remains in full force even after delivery or the termination of an Agreement.

Article 5 Performance of the Agreement
5.1
SendCloud must provide Services to the best of its ability, based on the information provided by the Customer and the nature of the order.

5.2
SendCloud will never be in default by the mere expiry of a term, including the delivery period. A written notice of default, giving SendCloud a reasonable period in which to still perform, is always required for this purpose. SendCloud may make partial deliveries.

5.3

If and as soon as SendCloud cannot perform the Agreement in the agreed and/or usual manner because of hindrance by or any other cause attributable to the Customer, the Customer must compensate SendCloud for the resultant costs incurred and loss suffered, including storage costs.

5.4
Unless agreed otherwise in writing, the Products supplied by SendCloud are at the Customer's risk from the time of delivery.

5.5
The Customer must provide SendCloud with the address details of the recipient(s) via the Website. Once SendCloud has received this information, its Customer receives the digital address label(s) as soon as possible. The delivery periods specified by SendCloud are indicative and not strict deadlines. Specified delivery periods start only once the Agreement has been concluded and taken effect, all details have been agreed, and SendCloud has all the necessary information to perform the work.

5.6
The delivery period is based on the circumstances that prevailed when the Agreement was concluded. If a delay occurs because of a change in these circumstances, the delivery period will automatically be extended accordingly, notwithstanding the following provisions on force majeure.

5.7
SendCloud may outsource the performance of all or part of the Agreement and/or arrange for it to be performed by third parties, without the Customer's consent, and charge the associated costs to the Customer. SendCloud's prior written consent is required if the Customer wishes to involve third parties in performing the Agreement.

5.8
Each Agreement includes SendCloud's authority to engage third parties, including but not limited to Carriers, and to accept the Charges and any limitations of the liability of those third parties, also on behalf of the Customer. SendCloud is not liable for the choices of these third parties, for any failures of these third parties, or damage or loss of any kind or for whatever reason caused by these third parties, regardless of the basis for the liability, unless SendCloud's management acts with intent or wilful recklessness. The scope of Article 6:76 of the Dutch Civil Code is excluded.

5.9
SendCloud may temporarily deactivate the Website to perform maintenance.

Article 6 Customer's obligations
6.1
If the Customer moves or the address, invoice address, e-mail address or other data of the Customer changes, the Customer must give SendCloud prompt written notice, i.e. before the change.

6.2
The Customer must promptly communicate all facts and circumstances that may be important for the proper performance of the Service and send all required data and information to SendCloud.

6.3
The Customer is responsible for the equipment and other items required to use the Service, such as a printer and internet connection.

6.4
The Customer indemnifies SendCloud against all costs, loss and interest that could arise from third-party claims, for whatever reason, regardless of whether these claims are also filed against the Customer, relating to incidents, acts or omissions that may but need not be connected to performing the Agreement or defects in the item delivered by the Customer. The Customer must insure and keep itself insured against this liability and forward SendCloud a copy of the relevant policies immediately on request. Any liability of SendCloud regarding third-party claims against the Customer is excluded, regardless of the basis for this liability.

6.5
The Customer must give SendCloud all cooperation conducive to or reasonably necessary for the delivery of the Service or the Product.

Article 7 Prices and Charges

7.1
Unless agreed or indicated otherwise in writing, all prices that SendCloud states at any time exclude VAT and other taxes or duties.

7.2
The Customer must reimburse SendCloud for all Charges that Carriers invoice SendCloud in connection with the Agreement, including but not limited to surcharges and shipping costs, even if this happens after delivery or the termination of the Agreement.

7.3
The Customer may submit a claim to a Carrier via its account. SendCloud will do its utmost to ensure that the Carrier accepts the Customer's claim. SendCloud has a best-efforts obligation in this regard. SendCloud will reimburse the Customer the amount that the Carrier pays under a claim. The Customer's submission of a claim, the Carrier's acceptance or non-acceptance of a Customer's claim, and/or the Carrier's payment or non-payment of compensation will not in any way affect or suspend the Customer's obligation under Article 7.2 above.

7.4
All prices are based on the taxes, levies and other price determinants that apply when the Agreement is concluded, including but not limited to the Charges.

7.5
SendCloud expressly reserves the right to change its prices if and insofar as price determinants, including but not limited to those referred to in paragraph 4 of this article, give it cause to do so.

7.6
A price change will not take effect until thirty (30) days after the Customer has been informed of it in writing. The Customer may give notice to terminate the Agreement if interim price changes are made, without SendCloud being obliged to pay any form of compensation to the Customer.

7.7
If the Agreement is extended or amended at the Customer's request or unforeseen circumstances occur, this may lead to additional costs. SendCloud will inform the Customer as soon as possible about the additional costs. Unless there is an emergency, SendCloud will start work that involves additional costs only after the Customer has agreed.

Article 8 Payment

8.1
Unless agreed otherwise in writing, payment must be made within eight (8) days of the invoice date. Invoices are issued fourteen (14) days in arrears. If the invoice amount is not paid in full by the due date, the Customer will be in default by the mere expiry of the period, with no need for a demand or notice of default.

8.2
If SendCloud does not receive payment within the period referred to in paragraph 1 of this article, the Customer must pay SendCloud interest at the statutory commercial rate under Article 6:119a of the Dutch Civil Code plus 2%, and all SendCloud's claims against the Customer, for whatever reason, will become immediately due and payable in full. For the calculation of interest on the amount due, part of a month counts as a full month.

8.3
If SendCloud does not receive payment within the period referred to in paragraph 1 of this article, it may suspend its obligations towards the Customer until payment has been made. If, as soon as, and for as long as the Customer does not punctually fulfil its payment obligations towards SendCloud, SendCloud may refuse the Customer access to the Services.

8.4
If SendCloud does not receive payment within the period referred to in paragraph 1 of this article, the Customer must reimburse SendCloud for all costs it incurs to collect the outstanding amounts, namely:
a) invoices from lawyers regarding their work, both in and out of court, also insofar as they exceed amounts fixed by the court, the costs of bailiffs, authorised agents and collection agencies, as well as all enforcement costs. The extrajudicial costs are fixed at 15% of the principal sum, subject to a minimum of €150.00;
b) the costs of filing for bankruptcy.

8.5
The payments made by the Customer always serve to settle all costs and interest due, followed by the longest outstanding invoices, even if the Customer states that the payment relates to a later invoice. All payments must be made without deduction, discount or setoff.

8.6
SendCloud may always require prepayment, a bank guarantee, or equivalent security for payment of the amount due, even during the performance of an Agreement, and regardless of whether one or more due invoices have not been paid or paid in full. The Customer must comply with this requirement. In that case, SendCloud may also suspend the fulfilment of its obligations towards the Customer until payment has been made or security has been provided. This also applies if SendCloud has reasons to doubt the Customer's willingness to pay and/or creditworthiness. If the Customer refuses to comply with SendCloud's request, SendCloud may consider the Agreement terminated, notwithstanding its rights to compensation for all loss, costs and loss of profits.

8.7
If the Customer's assets are attached at any time, it must report this to SendCloud within 24 hours.

8.8
If the Customer is not the end user of the item delivered by SendCloud, SendCloud may inform the end user of any payment delay of at least three (3) months and even sign an agreement directly with the end user.

8.9
Any reliance of the Customer on setoff or suspension is expressly excluded, unless SendCloud has agreed in advance to a specific suspension or setoff in writing and unconditionally recognised the claim, regarding which suspension or setoff is being applied, in writing.

8.10
SendCloud may also always exercise its rights described in this article against a company affiliated with the Customer, for any claim it has against the Customer and/or a company affiliated with the Customer. A company is considered affiliated with another company if 50% or more of that company belongs to the same owner, if 50% or more of it is directly or indirectly controlled by or if it exercises control over that other company, and/or if 50% or more of it belongs with that other company to the same group of companies.

Article 9 SendCloud subscriptions
9.1
There are four subscriptions: Essential, Small Shop, Large Shop and Business. The Essential subscription does not involve subscription fees for the Customer. Under an Essential subscription, the Customer must pay the agreed Charges separately for for each purchased Service (for each shipment based on a shipping contract between SendCloud and a Carrier). Under the other subscriptions, the Customer pays a monthly subscription fee. Besides sending items based on a shipping contract between SendCloud and a Carrier, the Customer may also use the Website and its features under a Small Shop, Large Shop or Business subscription while sending items under its own shipping contract with a carrier. This latter carrier does not qualify as a Carrier within the meaning of these general conditions. The claims service referred to in Article 7.3 of these general conditions is also not provided for these latter shipments.

9.2
By registering for a Small Shop, Large Shop or Business subscription, the Customer agrees to be given immediate access to Small Shop, Large Shop or Business. The Small Shop, Large Shop or Business subscription continues automatically as long as it is not terminated. The Client may cancel a Small Shop, Large Shop or Business monthly subscription from month-to-month, while a Small Shop, Large Shop or Business annual subscription may be cancelled yearly, prior to the next annual invoice.

9.3
If this is indicated at the time of registration, the Customer can start the Small Shop, Large Shop or Business subscription with a free trial period. The Client can then try the Small Shop, Large Shop or Business free of charge for fourteen (14) days or as otherwise indicated at the time of registration. Unless the Customer cancels the Small Shop, Large Shop or Business subscription before the end of the trial period, the Customer must pay the subscription fee. The Customer can view the fees and the end date of the trial period by logging into the Website and clicking on the "Subscriptions" tab under "Settings".

9.4
The subscription fees for Small Shop, Large Shop or Business and all other costs and Charges that the Customer owes for using SendCloud will be charged on a monthly basis. The subscription fee will be charged for the first time on the day of the start of the subscription (pro rata). Subsequently, the subscription fee will be charged monthly in advance on the first day of the new month. The Small Shop, Large Shop or Business subscription starts on the day after the trial period ends.

9.5
The Small Shop, Large Shop or Business subscription can be cancelled at any time by logging onto the Website and deactivating the subscription. As soon as the subscription has been deactivated, Small Shop, Large Shop or Business will no longer be available and the Customer will no longer have access to the subscription. It is possible to regain and maintain access to Small Shop, Large Shop or Business, until the end date of the subscription, by reactivating the subscription. The

Customer must then ensure that the subscription is deactivated before the next invoicing period starts. The Customer cannot apply for credits to use Services for a period shorter than one (1) month. Nor is it possible to apply for credits for an annual subscription. If the subscription is cancelled, the subscription automatically stops at the end of the current invoicing period.

9.6
SendCloud may always make interim unilateral changes to the subscription fees and/or associated Services, without being obliged to pay any form of compensation to the Customer. Such a change will not take effect until thirty (30) days after the Customer has been informed of it in writing.

Article 10 Force majeure
10.1
If SendCloud cannot fulfil its obligations under the Agreement, including any agreed warranty obligations, due to force majeure or any other extraordinary circumstance, including but not limited to fire, strikes, a stagnation in the supply of products, internet or computer failures, measures imposed by the State, unexpected defects and/or failures at SendCloud or its Carriers or suppliers, or a failure to perform by a third party or Carrier that SendCloud has hired, SendCloud may perform all or part of the Agreement on a later date.

10.2
If a force majeure situation is immediately identifiable as permanent or has lasted longer than three months, the Customer may terminate all or part of the Agreement, without SendCloud being obliged to pay any form of compensation to the Customer.

Article 11 Liability
11.1
SendCloud is only liable for a failure to perform the Agreement if the failure has been caused by its gross negligence or because its incorrect action can be attributed to it to a serious degree.

11.2
SendCloud is not liable in any case if the Customer does not, does not fully, and/or does not properly follow the advice and/or instructions given by SendCloud and/or the third parties it hires, regardless of the basis for liability.

11.3
SendCloud is not liable in any case for damage or loss if the Customer has insured, or could reasonably have insured itself against that damage or loss, regardless of the basis for liability. The Customer indemnifies SendCloud against insurers' claims in this regard.

11.4
SendCloud is never liable for consequential damage or loss, including but not limited to lost profits, lost savings, immaterial damage, trading loss or environmental damage, regardless of the basis for liability.

11.5
Any claim of the Customer against SendCloud will lapse if the Customer has not commenced substantive proceedings against SendCloud within one (1) year of the claim occurring. Under penalty of forfeiture of any claim for compensation, the Customer must report claims in writing to SendCloud within three (3) months of discovering the damage or loss or having been able to discover it.

11.6
If and insofar as SendCloud is liable, despite the provisions of this article, its liability for damage to property will be limited to repair and replacement costs and capped at the principal amount specified on the relevant invoice. In the event of harm to persons and in any other cases, SendCloud's liability is always limited to the claim for payment under its liability insurance, plus the excess that SendCloud must pay under that liability insurance. If and insofar as no payment can be made under this insurance, for whatever reason, the total liability, regardless of its basis, will always be limited to the amount charged by SendCloud under the relevant Agreement and capped at
€10,000.00.

11.7
Insofar as third parties that SendCloud hires to perform the Agreement have limited their liability in that regard, all Agreements with SendCloud authorise it to also accept such limitations of liability on behalf of the Customer. Any liability of SendCloud for unexpected failures by these third parties to perform is excluded.

11.8
SendCloud is never liable for damage or loss resulting from the temporary unavailability of the Website or a Service, regardless of the basis for liability. SendCloud is never liable for any unauthorised use of login codes.

11.9
The provisions of this article do not apply if the damage or loss results from the intent or wilful recklessness of SendCloud's management.

Article 12 Complaints
12.1
If the Customer does not give SendCloud written notice of the lack of conformity of an item with the Agreement within eight (8) days of its receipt, it can no longer invoke that lack of conformity. SendCloud need not deal with complaints regarding slight deviations.

12.2
If and insofar as SendCloud finds that the delivered item does not conform with the Agreement, the item will – at SendCloud's discretion – be delivered again or supplemented, or a proportional reduction of the purchase price will be applied. If and insofar as SendCloud delivers replacement Products, the Customer must immediately return the defective Products at its own expense to SendCloud.

12.3
The Customer must give written notice of complaints regarding SendCloud's invoices within eight (8) days of the invoice date. After this period has expired, objections can no longer be considered and the Customer will have waived its alleged rights.

12.4
Unless agreed otherwise in writing, SendCloud never warrants that a delivered item is fit for a specific purpose.

Article 13 Suspension and termination
13.1
If, as soon as, and for as long as the Customer fails to fulfil, fails to punctually fulfil, or fails to properly fulfil one or more of its obligations towards SendCloud under the Agreement, SendCloud may fully or partially suspend its obligations towards the Customer. In such a case, the Customer must compensate all resultant damage or loss suffered by SendCloud, including but not limited to lost profits. If and as soon as the Customer is in default, SendCloud may fully or partially terminate the Agreement with the Customer.

13.2
Because of termination, reciprocal claims become immediately due and payable. The Customer will then be liable for the damage or loss suffered by SendCloud, including loss of profits and costs.

13.3
If and as soon as the Customer is declared bankrupt or a petition for bankruptcy has been filed, applies for a moratorium on the payment of debts, or loses the power to dispose of all or part of its assets through attachment, guardianship or otherwise, SendCloud may terminate the Agreement without judicial intervention and with no need for a notice of default, unless the insolvency practitioner or administrator recognises the obligations under this Agreement as estate debt.

Article 14 Retention of title
14.1
Ownership of the Products supplied by SendCloud passes to the Customer only after the Customer pays everything owing to SendCloud under an Agreement and/or these general conditions.
14.2
If and as soon as it makes use of this retention of title, SendCloud may obtain possession of the Products, for example by entering the Customer's premises/warehouse. If this situation arises, the Customer states that it will grant SendCloud unconditional and irrevocable authority to do this.

14.3
As long as ownership of the Products has not passed to the Customer, the Customer may not encumber, alienate, pledge, rent out, or in any way or on any grounds allow them to leave its actual control, except as provided in paragraph 4 of this article.

14.4
The Customer may sell the Products within the scope of its normal business operations, on the understanding that until the Customer has paid for the Products in full and fulfilled its other obligations towards SendCloud, on whatever basis, SendCloud will acquire the Customer's rights in relation to its customer(s). These rights expressly include all current and

future actions and any current and future claims for damage to or loss of Products. If this situation arises, the Customer states that it will assign these rights to SendCloud, which hereby accepts this assignment.

14.5
Besides the retention of title referred to in this article, SendCloud retains an undisclosed pledge on all Products delivered to the Customer and still owned by SendCloud, as security for the Customer's fulfilment of all claims that SendCloud has or will obtain against the Customer for whatever reason. Immediately at SendCloud's request, the Customer must cooperate in drawing up the required deed and its registration.

14.6
The Customer must immediately notify SendCloud of any third-party actions regarding Products belonging to SendCloud.

14.7
The Customer must properly insure the Products in its possession and keep them insured against theft, fire, explosions, water damage, etc. and forward SendCloud a copy of the relevant policies immediately on request.

Article 15 Intellectual property rights
15.1
All intellectual property rights, such as trademarks and copyrights to the name SendCloud, the Website and the software are vested in SendCloud or licensors. Any use of the above name, Website, software or their content, including the full or partial reproduction, publication, copying or storage of such content other than for own use by the Customer is prohibited without SendCloud's prior, specific and written consent. The Customer may not resell or provide Services or Products it has purchased from SendCloud to third parties without SendCloud's prior, specific and written consent.

15.2
All intellectual property rights to the Products or Services delivered to the Customer are vested exclusively in SendCloud, its licensors or its suppliers. The Customer may not remove, modify or copy, or have a third party remove, modify or copy, any designation concerning the confidential nature or concerning copyrights, brands, trade names or any other intellectual property rights from or of the items delivered by SendCloud.

15.3
The Customer will acquire only the rights of use expressly granted under these general conditions, the Agreement and the law. A right of use to which the Customer is entitled is not exclusive and cannot be transferred, pledged or sublicensed.

Article 16 Final provisions
16.1
Should any portion of these general conditions be held to be void or otherwise unenforceable, such void or unenforceability shall not affect the other portions of these general conditions. The parties shall continue to abide in accordance with the undertakings and obligations that come as close as possible to the effect of the void or otherwise unenforceable portion as well as by the terms of all other portions.

16.2
If the obligations set out in Articles 4 (Confidentiality), 14 (Retention of title) and 15 (Intellectual property rights) of these general conditions are contravened, the Customer, with no need for a demand or other prior notice, will forfeit an immediately due and payable penalty of €10,000.00 (ten thousand euros) for each contravention, plus a penalty of €100.00 (one hundred euros) for each day or part of a day that the contravention continues, insofar as it is a continuous contravention, without the possibility of applying deduction, suspension or setoff, in favour of SendCloud or its legal successor(s) by universal or particular title. This applies notwithstanding SendCloud's rights to compensation insofar as its damage or loss exceeds the penalty payable, the right to specific performance, the right to conduct litigation (including any interim relief proceedings), the right to secure an injunction, and all its other rights under the law. Statutory commercial interest will be added to the penalty and be due from the day on which the penalty becomes due and payable.

16.3
Only Dutch law applies to all the acts that SendCloud performs, including the agreements that it concludes. The applicability of the Vienna Sales Convention (CISG) and/or other international sales conventions on movables is expressly excluded.

16.4
All disputes arising from agreements concluded between the Parties will be settled exclusively by the competent Dutch court in the judicial district of *Oost-Brabant*.

16.5
These general terms and conditions have been drawn up in an English and a Dutch version. In case of discrepancy between the English and Dutch text, the Dutch text will be binding.
16.6

Security. Sendcloud uses reasonable technical and organizational measures in order to protect the Services and Platform as described in the Security Policy.

16.7
Privacy. Sendcloud and the Customer acknowledge that with regard to the Services, Customer shall be considered a controller and Sendcloud shall process personal data as a data processor on behalf of the Customer. Sendcloud shall process Personal Data in line with the applicable Data Protection Addendum.