

GENERAL TERMS



ZAKELIJKETELEFOON
NUMMERS.NL

1. General

1.1 Zakelijketelefoonnummers.nl is a trade name of MCXess, which is registered with the Dutch Chamber of Commerce under number 52963284. In these General Terms and Conditions, the following definitions shall apply:

Application Form:

a form prepared by Zakelijketelefoonnummers.nl by which the Client requests Zakelijketelefoonnummers.nl to provide Services under the conditions stated therein;

Client:

a natural or legal person with whom Zakelijketelefoonnummers.nl has concluded an agreement;

Client Codes:

any unique code or number provided by Zakelijketelefoonnummers.nl to the Client in order to grant the Client access to the Services provided by Zakelijketelefoonnummers.nl;

Services:

the services to be provided by Zakelijketelefoonnummers.nl as specified in the Application Form;

Agreement:

the agreement between the Client and Zakelijketelefoonnummers.nl concluded in accordance with Article 2.1.

1.2 The General Terms and Conditions together with the specifications laid down in the Application Form constitute the Agreement.

1.3 The General Terms and Conditions also apply to any Agreement whose term has been extended pursuant to Article 2.2 of these General Terms and Conditions.

2. Formation of the Agreement and Duration

2.1 An Agreement is only concluded once Zakelijketelefoonnummers.nl has accepted the Application Form completed by the Client in writing.

2.2 The Agreement is entered into for an indefinite period. The Agreement may only be terminated in writing by either party with a notice period of thirty days.

2.3 Zakelijketelefoonnummers.nl is not obliged to accept the Application Form completed by the Client. If Zakelijketelefoonnummers.nl does not accept the Application Form, the Client shall not be entitled to any compensation.

3. Description and Modification of Services

3.1 Zakelijketelefoonnummers.nl is entitled to adjust or replace the Services, provided this does not result in a deterioration of the Services offered. The Client will be informed of such changes as soon as possible.

3.2 The Client guarantees to Zakelijketelefoonnummers.nl that the Services provided by Zakelijketelefoonnummers.nl will not be used in violation of the regulations of ACM, a (semi) governmental authority, international network provider or a telecommunications service provider authorized by license, permit or registration to carry out its activities.

3.3 The Client guarantees not to connect or maintain equipment that is prohibited by law or that may cause damage to the Services.

3.4 Zakelijketelefoonnummers.nl is entitled to monitor compliance with the obligations referred to in Articles 3.2 and 3.3.

3.5 Zakelijketelefoonnummers.nl is at all times entitled, without prior notice to the Client, to carry out work to prevent or resolve disruptions, even if this means that the Services may temporarily be unavailable to the Client.

3.6 The Client is obliged, upon first request, to provide full cooperation in carrying out such work.

3.7 The Services are provided by Zakelijketelefoonnummers.nl to the Client on a best-efforts basis.

4. Payment and Security

4.1 Zakelijketelefoonnummers.nl charges the Client monthly for the usage costs of the Services provided in the preceding calendar month, and charges the subscription fees in advance per month or another agreed period by sending an invoice to the Client.

4.2 Service costs are charged on the basis of the prices listed in the price list attached to the Application Form. The Client must settle the invoice within thirty days of receipt either by direct debit with authorization, by transferring the amount to a bank account specified by Zakelijketelefoonnummers.nl, or by credit card payment. In the event of a credit payment, Zakelijketelefoonnummers.nl will transfer the credited amount within thirty days to a bank account designated by the Client.

4.3 The records of Zakelijketelefoonnummers.nl are decisive for determining the amounts owed by the Client and serve as conclusive evidence, unless proven otherwise.

4.4 Zakelijketelefoonnummers.nl reserves the right to change the rates. The Client will be notified at least thirty days in advance. If Zakelijketelefoonnummers.nl changes the agreed rates within three months of the Agreement date, the Client may terminate the Agreement if it does not agree with the rate change.

4.5 If the Client fails to pay within thirty days, Zakelijketelefoonnummers.nl is entitled to:

- default interest equal to Euribor plus 6% per annum on the outstanding amount from the due date until full payment;
- all collection costs, both judicial and extrajudicial, in accordance with the collection rates of the Dutch Bar Association.

4.6 Zakelijketelefoonnummers.nl is entitled, in case of late payment, to revoke any discounts granted to the Client so that the original rates apply.

4.7 All prices quoted by Zakelijketelefoonnummers.nl are exclusive of VAT.

4.8 Zakelijketelefoonnummers.nl may require the Client to provide a deposit, guarantee, or bank guarantee as security for its payment obligations. When the security is no longer required, Zakelijketelefoonnummers.nl will return it to the Client without interest.

4.9 Zakelijketelefoonnummers.nl may, without prior notice to the Client, suspend or terminate the Services if the Client is in default.

5. Information, Data Protection and Confidentiality

5.1 The Client shall provide Zakelijketelefoonnummers.nl with all information and/or authorizations necessary for the delivery of Services and cooperate with their installation.

5.2 Zakelijketelefoonnummers.nl collects no more data from the Client than necessary for proper service delivery and business operations.

5.3 Zakelijketelefoonnummers.nl may include Client data in its files. The Client hereby consents that (in particular) payment data may be shared with persons or institutions responsible for collection and/or creditworthiness investigations.

5.4 Zakelijketelefoonnummers.nl takes appropriate organizational and technical measures to protect Client data.

5.5 Both parties shall not disclose or use confidential information obtained during the Agreement for purposes other than fulfilling the Agreement, either during or after its termination.

5.6 In the Data Processing Agreement of Zakelijketelefoonnummers.nl dated 11 April 2025, the manner in which Zakelijketelefoonnummers.nl complies with the General Data Protection Regulation (GDPR) is laid down. This agreement will be provided upon request and forms an integral part of these General Terms and Conditions.

6. Complaints Handling

Zakelijketelefoonnummers.nl is available 24 hours a day for Client complaints concerning the Services. Complaints will be handled within four hours after notification via support@zakelijketelefoonnummers.nl

7. Liability

7.1 Zakelijketelefoonnummers.nl is not liable for damage and/or costs (including consequential damage, indirect damage such as business losses and lost profits) arising from the performance of the Agreement. Direct damages are limited to a maximum of one average monthly revenue of the Client over the preceding 12-month period.

7.2 Only if such exclusion is contrary to law or principles of reasonableness and fairness, Zakelijketelefoonnummers.nl accepts liability up to a maximum of one time the average monthly invoice calculated over the last three months preceding the damaging event.

7.3 Zakelijketelefoonnummers.nl limits or excludes its liability towards the Client for third-party services it procures (including international network providers and licensed telecommunications providers) to the same extent as those third parties limit or exclude their liability towards Zakelijketelefoonnummers.nl.

8. Force Majeure

8.1 If Zakelijketelefoonnummers.nl is prevented from performing the Agreement due to force majeure, temporarily or permanently, it may terminate the Agreement in whole or in part by written notice without judicial intervention and without liability for damages.

8.2 Force majeure includes any governmental measure or regulation that restricts or prevents access to infrastructure.

8.3 Zakelijketelefoonnummers.nl may also invoke the force majeure clauses of its suppliers in the same way as those suppliers invoke force majeure under their own General Terms and conditions.

9. Termination, Damages, Suspension

In cases such as bankruptcy, death, non-compliance, or cessation of business by the Client, Zakelijketelefoonnummers.nl may terminate the Agreement immediately and demand full payment of all outstanding amounts.

10. Assignment and Amendments

10.1 The Client may not transfer rights and/or obligations arising from the Agreement without prior written consent of Zakelijketelefoonnummers.nl.

10.2 Any amendments to the Agreement or General Terms are only valid if agreed upon in writing by both parties.

10.3 If any provision of the Agreement or General Terms is invalid, the remainder shall remain in force, and the invalid provision shall be replaced with a valid provision that best reflects the parties' intentions.

11. Application of General Terms

These General Terms apply to and form an integral part of the Application Form and Agreement. In case of conflict with Client's General Terms, these General Terms prevail.

12. Governing Law

12.1 All offers, confirmations, Application Forms, Agreements and these General Terms are governed by Dutch law.

12.2 Disputes arising from the Agreement or these General Terms shall be exclusively submitted to the competent court in Amsterdam, the Netherlands.