

# Terms & Conditions

**Version:** 20180818

## 1. Definitions

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1.1. **Supplier:** Jarimbi Online Marketing & Websites, based in New Orleans, Louisiana, USA.

1.2. **Client:** the natural or legal person who has entered into an Agreement with the Supplier or to whom the Supplier has submitted a quotation for this purpose.

1.3. **Terms & Conditions:** the present document.

1.4. **Service:** the specific service that the Supplier agrees with the Client, as stated in the Agreement, quote, or request of service by Client.

1.5. **Agreement:** the agreement between the Supplier and the Client under which the Supplier will execute the Service. This agreement can be agreed both orally and in writing. Supplier strives to confirm all orders and appointments by email.

1.6. **Website:** the website of the Supplier, accessible via <https://www.jarimbi.com/>.

## 2. Quotes, estimates and acceptance

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2.1. Any estimate or quote is without obligation and valid up to 30 days after sending by the Supplier, unless stated otherwise in the estimate/quote.

2.2. The Client is responsible for the correctness of his data when making a request. During the term of the Agreement, it is the Client's responsibility to keep company details, name and address details, contact details, and any other relevant information like login information, up-to-date.

2.3. If it appears that the information provided by the Client is incorrect, the Supplier is entitled to adjust the prices accordingly.

2.4. The Terms and Conditions are applicable to any Agreement by Client and Supplier at all times. Provisions or conditions set by the Client are only binding for the Supplier if these have been accepted by the Supplier in writing.

2.5. The Agreement starts from the moment that the Client is notified of the acceptance of the service request by the Supplier.

### 3. Execution of the Service

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3.1. After the acceptance of the Agreement, the Supplier shall execute the Service as soon as possible in accordance with the agreed order, taking into account reasonable wishes of the Client and reasonable planning on the side of the Supplier.

3.2. Unless otherwise agreed in writing, the Supplier guarantees that the Service will be performed to the best of its ability with due care and skill.

3.3. If and insofar as a proper execution of the Service requires this, the Supplier has the right to have certain work carried out by third parties. The Supplier accepts no liability for services provided by third parties, unless otherwise stipulated in these Terms and Conditions.

3.4. The Client is obliged to do everything that is reasonably necessary and desirable to enable the timely and correct execution of the Service. In particular, the Client shall ensure that all data, of which the Supplier indicates that they are necessary or of which the Client should reasonably understand that these are necessary for the execution of the Service, are provided to Supplier in a timely manner.

3.5. The Supplier is allowed to make changes independently to the material supplied by the Client without prior permission from the Client, if these changes are necessary for the proper execution of the Service and these do not change the essential content of the material.

3.6. Supplier has the right to (temporarily) put products and services out of service and / or to restrict their use, or not to deliver them or only to a limited extent, if the Client does not fulfill an obligation towards the Supplier in respect of the Agreement these Conditions.

3.7. The supplier is not obliged to refund any fees already paid after an intervention as referred to in paragraph 3.6.

### 4. Prices

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4.1. If (sub) contracts are performed by subcontractors, the statutory taxes will be applied if necessary.

4.2. All prices on the Website, quotes, estimates, emails and other documentation from the Supplier are subject to programming and typing errors. No liability is accepted for the consequences of such errors.

4.3. If the Agreement is a continuing agreement, the Supplier is entitled to increase the rates applied at any time. The Supplier shall inform the Client, via the Website, in writing, or by email, of price changes at least 2 (two) months in advance. In the event of a price increase, the Client has the right to terminate the Agreement, with due observance of a notice period of 1 (one) month.

4.4. All costs arising for the Supplier from the Agreement shall be borne by the Client, unless agreed otherwise.

4.6. Without the possibility of terminating the Client, the Supplier is entitled to increase by 4% each year, as agreed with the Client, each year on 1 January.

## **5. Hosting and related services**

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5.1. Supplier does not offer hosting, domain registration, email servers, or related services. It is the responsibility of the Client to place these services with a reputable party.

5.2. Client is responsible for paying on time for the services mentioned in article 5.1.

5.3. The Supplier is in no way liable for the continuity or quality of the provisions of the services mentioned in article 5.1.

5.4. The Supplier shall have all necessary access to the items referred to in article 5.1. for the purposes of the execution of the Service.

## **6. Availability of the Service**

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6.1. The Supplier shall endeavor to respond to requests for services within a reasonable period of time.

6.2. Supplier does not provide 24/7 service. Normal working hours are 9:00 am to 5:00 pm Central American Time. Alternative service times can be arranged in a separate agreement between the two parties.

6.3. The Supplier does not make back-up copies for the Client. It is therefore the Client's responsibility to make back-ups of his websites and other products, or to use an automatic back-up service for this purpose.

6.4. For all services that do not fall under a predetermined agreed price (fixed price projects) or under an agreement with a limited number of hours, the applicable hourly rate will be charged, unless otherwise agreed. Minimum purchase is a half (0.5) hour.

## 7. Duration and cancellation

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7.1. If the Service serves to periodically provide services during a certain period, the Agreement shall last at least for this term. If this minimum period has expired without any party having made the wish to terminate the Agreement at least one (1) month before the end date of the service, the Agreement is automatically converted to an indefinite period, with a notice period of one month.

7.2. In the event of termination or dissolution for whatever reason, the Supplier is entitled to immediately delete all stored data or make these inaccessible, and to cancel all Client's accounts. The Supplier is not obliged to provide the Client with a copy of these data. Insofar as the data relate to Personal Data, the conditions stipulated in the Data Processing Agreement are applicable.

7.3. If the Client fails to fulfill any of its obligations under the Agreement, the Supplier shall be entitled to terminate all Agreements concluded with the Client concerned without a notice of default or judicial intervention being required and without prejudice to the Supplier's right to compensation for damage, lost profit and interest.

7.4. In the situation mentioned in article 7.3. the Supplier will bill the Client for all work executed till the moment of cancellation/termination. Any deposits made up till this moment will be non-refundable.

## 8. Restart Fees

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8.1. if a Service is temporarily halted or delayed by the Client, or if the Service cannot be executed because of lack of information, response, or feedback from Client, a Restart Fee will be charged.

8.2. The Restart Fee will be charged on any Services that are restarted after six (6) weeks of delay.

8.3. The Restart Fee will be 25% of the total project price with a minimum of \$200.

## 9. Payment terms

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9.1. The Client's payment obligation commences at the time the Agreement is accepted. The payment relates to the period that starts on the day of the actual availability of the Supplier's products and services.

9.2. The Supplier shall send an invoice to the Client for the amount owed by the Client. The payment term of this invoice is 30 days after the date of the invoice, unless stated otherwise on the invoice or otherwise agreed in the Agreement.

9.3. If the Client has not paid on time, this will be communicated to the Client and a further payment term will be determined. If payment is not made within this period, the Client will be in default without further notice. In that case, the Client will owe 1.5% interest of the invoice amount per month late.

9.4 If the Supplier has had to incur additional or administrative costs in order to collect the amount owed, these will be recovered from the Client.

9.5. The claim for payment shall be immediately due in the event that the Client is declared bankrupt, applies for suspension of payment or the total attachment of the Client's assets is made, the Client dies and furthermore, if it goes into liquidation or is dissolved.

9.6. In the aforementioned cases, the Supplier also has the right to terminate or suspend performance of the Agreement or any part thereof that has not yet been performed without notice of default or judicial intervention, without the right to compensation of damage for the Client that may arise as a result.

## **10. Intellectual property rights**

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10.1. All intellectual property rights to all materials, software, analyzes, designs, documentation, advice, reports, quotes, as well as preparatory material thereof developed or made available within the framework of the Service are vested exclusively in the Supplier or its licensors.

10.2. Client only obtains the rights of use and powers arising from the scope of the Agreement or that are granted in writing and otherwise the Client will not multiply or make public the software or other materials.

10.3. The Client is not permitted to remove or change any designation concerning copyrights, brands, trade names or other intellectual property rights from the materials, including indications concerning the confidential nature and secrecy of the materials.

10.4. The Supplier is permitted to take technical measures to protect the materials. If the Supplier has secured the materials by means of technical protection, the Client is not permitted to remove or circumvent this protection.

10.5. Any use, reproduction or disclosure of the materials that fall outside the scope of the Agreement or the rights of use granted is considered to be a violation of copyright. The Client will pay the Supplier a fine immediately due and not subject to judicial moderation of 1,000 dollars per infringing act, without prejudice to the Supplier's right

to have its damage caused by the infringement compensated or to take other legal measures in order to terminate the infringement.

10.6. The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, fonts or other artwork furnished to the Supplier for inclusion in webpages or online accounts, are owned by the client, or that the client has permission from the rightful owner to use each of these elements. Client will hold harmless, protect, and defend Supplier from any claim or suit arising from the use of such elements furnished by the Client or by the Client's graphic designer.

## **11. Confidentiality**

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11.1. The Parties will treat information that they provide to each other before, during or after the performance of the Agreement confidentially when this information is marked as confidential or when the receiving party knows or should reasonably suspect that the information was intended as confidential. The parties also impose this obligation on their employees as well as on third parties engaged by them to execute the Agreement.

11.2. The Supplier shall not take cognizance of data that the Client stores and / or distributes via the systems of the Supplier, unless this is necessary for the proper performance of the Agreement or the Supplier is obliged to do so pursuant to a statutory provision or court order. In that case, the Supplier will endeavor to restrict the knowledge of the data as far as possible, insofar as this is within its power.

## **12. Liability**

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12.1. Supplier's liability for direct damage suffered by the Client as a result of an attributable shortcoming in the fulfillment by the Supplier of its obligations under this Agreement, or by an unlawful act of the Supplier, its employees or third parties engaged by it, is per event or a series of related events limited to an amount equal to the fees that the Client owes per year under this Agreement (excluding taxes). In no case, however, will the total compensation for direct damage amount to more than 1,000 dollars (excluding taxes).

12.2. Liability of the Supplier for indirect damage, including consequential damage, lost profit, missed savings, loss of (business) data and damage due to business interruption, is excluded.

12.3. Apart from the cases mentioned in article 12.1, Supplier is not liable for any compensation, irrespective of the grounds on which an action for compensation would be based.

12.4. Supplier is never liable for damage caused by force majeure.

12.5. The condition for the existence of any right to compensation is always that the Client reports the damage to the Supplier in writing within 30 days of the occurrence thereof.

12.6. The Client indemnifies the Supplier against all third-party claims due to liability as a result of a defect in the Service provided by the Client to a third party and which also consisted of goods, materials or results delivered by the Supplier.

## **13. Changes to the General Terms and Conditions**

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13.1. Supplier reserves the right to change or supplement these conditions.

13.2. Changes also apply to agreements already concluded with due observance of a period of 30 days after publication of the change on the website of the Supplier or by electronic reporting. Changes of minor importance can be made at any time.

13.3. If the Client does not wish to accept a change in these Terms and Conditions, it can terminate the agreement until the date on which the new conditions take effect.

## **14. Processing of personal data**

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In addition to these Terms & Conditions, the Data Processing Agreement applies. This document is available on the Supplier's website.

## **15. Final provisions**

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15.1. If any provision of this agreement proves to be invalid, this will not affect the validity of the entire agreement. The parties will in that case replace (a) new provision (s) to determine, as far as legally possible, the intention of the original Agreement and General Terms and Conditions is given shape.

15.2. Under 'written', these conditions also include email, provided that the identity and integrity of the email is sufficiently established.