

GENERAL TERMS & CONDITIONS MSP NAVIGATOR / USERS

1. Definitions

1.1 The following wording(s) in these general terms & conditions (hereinafter: "Terms") shall have the meanings assigned to them below:

"Agreement": any agreement MSPN and User (hereinafter jointly to be referred to as the "parties" and each individually as a "party") regarding the delivery of Services and related matters;

"MSPN": MSP Navigator B.V. having its registered office in Amsterdam, The Netherlands (Netherlands Chamber of Commerce Number: 76878856);

"Services": all "Software-as-a-Service" (SaaS) and subscription based information services carried out by - or on behalf of - MSPN via its online platform(s) and/or website(s);

"User": IT managed service provider or other entity using the Services and/or entering into an Agreement with MSPN;

"Vendor": an independent organization that develops, markets, and sells software, including distributors selling software on behalf of a Vendor.

2. Applicability of Terms / Formation of Agreement

2.1 These Terms shall apply to (i) all proposals to a (potential) User and/or (ii) agreements between MSPN and User and/or (iii) the use of the Services. Parties agree and recognize that no other general conditions shall apply thereto than these Terms.

2.2 An Agreement shall only be considered as concluded when (i) User subscribed to the Services or (ii) MSPN has expressly confirmed said Agreement by mail, e-mail or other means of electronic communication or (iii) MSPN carries out acts from which it is apparent that it has accepted the Agreement. Notwithstanding the foregoing, use of the Services represents acceptance of these Terms.

3. Duration

3.1 Except as provided elsewhere, the Agreement has been entered into for an initial period of 1 (one) month and will be tacitly renewed for successive periods of 1 (one) month, unless either party terminates the Agreement for convenience with due observance of a notice period of 1 (one) month.

4. Fees & Payment

4.1 In case explicitly opted for paid Services (a non-freemium account), User is under the obligation to pay fees to MSPN pursuant to the provisions of the Agreement. Fees, prices and rates are expressed in Euro (€), and are exclusive of VAT or other government levies and taxes.

4.2 User shall pay MSPN's invoices in full at the latest within thirty (30) days from the invoice date. After the expiry of the payment term, invoices shall be immediately due and payable without any further notice of default being required. Payment shall take place without any set-off, deduction or suspension.

4.3 If User fails to pay any fee within the term of payment, MSPN shall have the right to suspend execution of the Agreement. Further, MSPN shall have the right to charge User for any expenses incurred, and User shall be under the obligation to pay Netherlands statutory commercial interest rates over aforementioned fees.

5. Rights & Obligations MSPN

5.1 MSPN will deliver the Services on an "as is" basis, and will make commercially reasonable efforts to deliver the Services to User to the best of its abilities. In this respect MSPN has made every attempt to ensure the information provided via the Services has been obtained from public and reliable sources. MSPN is not responsible for any errors or omissions in the Services. User will use the Services at its own risk, and MSPN will not be liable for User's decisions or User's actions in reliance of the Services.

5.2 MSPN will strive to make the Services available for 24 hours per day and 7 days per week. Nonetheless MSPN does not guarantee 100% availability of the Services without any downtime and/or interruption(s) and/or delay(s). In case of downtime and/or interruption(s) and/or delay(s), fees agreed upon will remain due, unless downtime and/or interruption(s) and/or delay(s) are the consequence of MSPN's wilful intent or gross negligence (opzet of grove schuld).

5.3 In the event of downtime and/or interruption(s) and/or delay(s) in the Services, User will be able to contact MSPN's customer service via hello@mnp-navigator.com during normal business hours between 9.00 hours and 17.00 hours Central European Time (CET).

5.4 With prior notice MSPN shall have the right to interrupt the availability of the Services for maintenance purposes. Further, MSPN shall have the right to modify and update the Services at its own discretion in the broadest sense of the word at any given time, including but not limited to adding or deleting features of the Services.

5.5 MSPN reserves the right to delete and/or block a User's experience review under the condition this review can - at MSPN's sole judgement - be considered as defamation under the laws of the Netherlands.

5.6 If User and Vendor will enter into a legal relationship with the intervention of the Services, MSPN will be in no event party to such legal relationship and/or agreement.

6. User Obligations

6.1 User will be under the obligation to timely and adequately provide its cooperation, information and other means which MSPN will reasonably need for the proper execution of the Agreement. User shall be responsible for storing passwords safely and securely.

6.2 User represents and warrants that any account information provided by User is complete and accurate. User shall inform MSPN immediately in case of any change in such information.

6.3 User is obliged to use the Services within the boundaries of the Terms, the Agreement, and the applicable laws. User represents and warrants that it will not abuse and/or misuse the Services, i.e. using the Services for an improper purpose.

6.4 In case of any breach of paragraph 6.1, 6.2, and 6.3 above by User, MSPN shall have the right to suspend execution of the Agreement.

7. Liability

7.1 MSPN's liability for breach shall be for direct damages only and shall not exceed the amount invoiced during the twelve (12) months period immediately preceding the date on which the liability arose, unless damages are a consequence of MSPN's wilful intent or gross negligence (opzet of grove schuld).

7.2 MSPN will not be liable for indirect damages, including but not limited to consequential loss, loss of profit, missed savings, damages due to business interruption, and damage to User data and/or data loss.

7.3 Under the penalty of the loss of the right to claim damages, User is obliged to report such damages to MSPN as early as possible after it occurs, but in any case within 10 (ten) working days after User has become aware of such damages or should have been aware of such damages.

8. Termination for breach / Force majeure

8.1 Without prejudice to the right to claim damages, either party may, without any judicial intervention being required, terminate the Agreement early in writing with immediate effect, if the other party, always after written notice of default setting a term of 7 (seven) days to cure the default, attributably fails to perform any material obligations under the Agreement.

8.2 If either party is unable to perform one or more obligations under this Agreement as a result of force majeure - i.e. circumstances beyond the control of the parties, including but not limited to discontinuation of electricity supply, a non-delivery, late delivery or other breach of contract by MSPN's subcontractor or supplier - such party is to notify the other party immediately, stating the nature, the cause and the expected duration of the situation of force majeure and the obligations that cannot be performed. MSPN will not be liable for any breach of obligations that cannot be performed as a result of force majeure and these obligations will be suspended for the duration of the situation of force majeure. If the situation of force majeure has continued for a period of 1 (one) month after the foregoing notice, either party will be authorised to terminate the Agreement in writing with immediate effect.

8.3 Either party may, without any notice of default or judicial intervention being required, terminate the Agreement early in writing with immediate effect if the other party is granted a provisional or definitive moratorium on payment of its debts, if the other party's bankruptcy is filed for, or if the other party's business is wound up or discontinued other than for purposes of a reconstruction or merger of businesses.

9. Intellectual Property

9.1 MSPN and its licensors are and/or will remain the owner of all intellectual property rights in the Services, including but not limited to software, codes, interfaces, design, look-and-feel, functionality, data bases, documentation and/or know how. MSPN grants to User a non-exclusive and non-transferable license to use the Services during the term of the Agreement. The scope of this license will be strictly limited to (i) the agreed upon number of users, and (ii) normal use of the Services corresponding with the intended purpose of the Services, more specific enabling User to (a) find, (b) id, (c) compare and / or (d) review Vendor software products and / or related services.

9.2 All Vendor names, product names, company names, service names, trade names, trademarks, registered trademarks and / or logos are property of the respective Vendors and/or their respective owners. Trademarks and / or other Vendor content are being (i) cited, (ii) embedded or incorporated via hyperlinks and / or (iii) being referred to for the sole purpose set out in paragraph 9.1 above. Unless stated otherwise, MSPN's use of the trademarks and / or other Vendor content does not apply association, endorsement, compatibly and / or partnership between MSPN and Vendors.

9.3 All content uploaded by User is and/or will remain property of User and/or their respective owner(s). User represents and warrants that it is the sole owner of this content, and use of this content does not infringe upon the intellectual property, contractual, or other proprietary or personal rights of any third party. User shall indemnify MSPN against all claims, liability, costs, and expenses (including legal fees) arising from or relating to the aforementioned warranties, misrepresentation thereof and/or any third party claim or proceeding alleging the infringement of the third party's intellectual property against MSPN arising from or relating to user uploaded content in connection with the Services.

10. Privacy

10.1 MSPN will process personal data in accordance with its [privacy statement](#).

11. Confidentiality

11.1 Either party warrants that it will keep secret all such information received from the other party that it knows, or should know, to be of a confidential nature, unless a statutory duty requires disclosure of such information. The party receiving confidential information may use it for the purpose for which it was provided only. Information will in any event be considered confidential if labelled as such by either party.

12. Miscellaneous

12.1 User will not be entitled to assign the Agreement to any third party without MSPN's express written consent.

12.2 If any of the provisions of the Agreement are void or are nullified, the other provisions shall remain in full force and effect. In such event the parties shall replace the void or nullified provision or provisions by one or more valid provisions, keeping as close to the original intention of the parties as possible.

12.3 In the event of any contradiction between the Terms and the Agreement, the wording of the Agreement will prevail.

12.4 With prior notice MSPN reserves the right to modify the Terms at any given time.

13. Applicable law / Competent court

13.1 The Agreement and the Terms will be governed by the laws of the Netherlands.

13.2 Any disputes that may arise as a result of or in connection with the Agreement and/or the Terms will be submitted to the competent court in Amsterdam.