

Mundo Students – General Terms and Conditions

Drafted on 18 January 2019

General Terms and Conditions of Mundo Students, established at Zwartmoeren 11, 4824 JS, in Breda, the Netherlands, registered with the Chamber of Commerce under number 72593997.

Definitions

In these General Terms and Conditions, the following terms are used as defined below, unless explicitly stated otherwise.

<i>General Terms and Conditions:</i>	The General Terms and Conditions as stated below.
<i>Mundo Students:</i>	Mundo Students, registered with the Chamber of Commerce under number 72593997.
<i>Service:</i>	All work, of whatever form, that Mundo Students has carried out for, or for the benefit of, the Client.
<i>Honorarium:</i>	The financial reimbursement that is agreed with the Client for the performance of the assignment.
<i>Assignment:</i>	The contract of instruction to provide services.
<i>Client:</i>	The one who has accepted the validity of these General Terms and Conditions and given instructions for the provision of the Service.
<i>Contract:</i>	Any contract entered into between Mundo Students and the Client.

Scope

These General Terms and Conditions apply to every quotation and Contract entered into between Mundo Students and the Client, unless the parties are departed from the General Terms and Conditions explicitly and in writing.

These General Terms and Conditions are also applicable to contracts with Mundo Students for the implementation of which third parties must be involved.

The applicability of any of the Client's purchasing conditions or other general terms and conditions is expressly excluded.

If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions remain in effect. In this event, Mundo Students and the Client will consult with each other to agree new provisions to replace the void or voided ones.

Departures from the Contract and the General Terms and Conditions are only valid if they are explicitly agreed with Mundo Students in writing.

If Mundo Students does not always require the strict compliance of these General terms and Conditions, this will not mean that the provisions of the General terms and Conditions will not apply, or that Mundo Students to any degree would lose the right in other cases to demand the strict compliance of these General terms and Conditions.

Nature of the Contract

Mundo Students makes an online platform available to the Client. On this online platform Dutch students and foreign companies are able to connect. The companies are able to post job offers on the online platform and the students are able to upload their personal data resume and other relevant information.

Formation of the contract

The Contract comes into being as soon as the Client registers him/herself on Mundo Students' website.

Duration of the contract

The Client and Mundo Students may enter into a Contract for a limited period. The Client and Mundo Students will agree the period in mutual consultation.

Amendments to the contract

If, during the implementation of the Contract, it becomes apparent that it is necessary to amend or supplement the Contract to ensure its proper implementation, then Mundo Students will inform the Client of this as soon as possible. The parties will then amend the Contract in a timely manner and in mutual consultation..

If the amendment or supplementation of the Contract will have financial, quantitative and/or qualitative consequences, then Mundo Students will inform the Client of this in advance.

If a fixed Honorarium and/or fee is agreed, then Mundo Students will indicate the extent to which the amendment or supplementation of the Contract will influence the price. In this event Mundo Students will attempt, as far as possible, to issue a quotation in advance.

Mundo Students may not make any additional charges if the amendment or supplementation is a consequence of circumstances that can be attributed to Mundo Students.

Amendments to the Contract originally entered into between the Client and Mundo Students are only valid from the time at which these amendments are accepted in writing by both parties by means of a supplementary or amended Contract.

Implementation of the contract

Mundo Students will implement the Contract to the best of its knowledge and ability, and in accordance with the requirements of good workmanship.

Mundo Students is entitled to arrange for certain work to be carried out by third parties. The applicability of articles 7:404, 7:407, paragraph 2 and article 7:409 of the Dutch Civil Code is explicitly excluded.

Mundo Students is entitled to implement the Contract in phases.

If the Contract is implemented in phases, Mundo Students is entitled to invoice and require payment for each implemented element separately. If and for as long as this invoice is not paid by the Client, Mundo Students is not obliged to implement the following phase, and is entitled to suspend the contract.

If the Contract is implemented in phases, Mundo Students is entitled to suspend the implementation of those elements that belong to the following phase or phases until the Client has approved in writing the results of the preceding phase.

The Client will issue all information or instructions that are necessary for the implementation of the Contract, or which the Client can be reasonably expected to understand are necessary for implementation of the Contract, to Mundo Students in a timely manner.

If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then Mundo Students is entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Client.

Honorarium

The Honorarium and/or the fees are expressed in euros, exclusive of VAT and other government levies for Companies, unless indicated otherwise.

The Client in the capacity of the Consumer is not obligated to pay any subscription costs. Use of the online platform provided by Mundo Students is therefore fully free of costs for the Client in the capacity of the Consumer.

The Client in the capacity of the Company is obligated to pay the subscription costs as listed on the Mundo Students website.

The Honorarium and/or the fees are expressed in euros, inclusive of travel, accommodation, packaging, delivery, transportation costs and administration costs, unless indicated otherwise.

Mundo Students will provide a statement of all associated costs, or provide information on the basis of which these costs can be calculated by the Client, in a timely manner before the Contract is entered into.

Amendment of honorarium

If Mundo Students agrees a fixed Honorarium and/or fee when the Contract is entered into, then Mundo Students is entitled to increase this Honorarium or fee, also when the Honorarium or fee is not originally specified provisionally.

If Mundo Students has the intention of amending the Honorarium and/or fee, it will inform the Client of this as soon as possible.

If the increase of the Honorarium or fee takes place within three months of the Contract being entered into, the Client can terminate the Contract by means of a written statement, unless:

- the increase arises from a right of Mundo Students or an obligation resting upon Mundo Students in accordance with the law;
- the increase is due to a rise in the price of raw materials, wages etc. or on other grounds that could not reasonably have been foreseen when the Contract was entered into;
- Mundo Students is still prepared to implement the Contract on the basis of that which was originally agreed;
- it is stipulated that the implementation will be carried out more than three months after the Contract was entered into.

The Client is entitled to terminate the Contract if the Honorarium or the fee are increased more than three months after the Contract was entered into, unless it is stipulated in the Contract that the implementation will be carried out more than three months after the Contract was entered into.

Mundo Students will inform the Client in the event of the intention to increase the Honorarium or the fee, stating the extent of the increase and the date upon which it will take effect.

Implementation periods

The online platform will be made available to the Client within a period stated by Mundo Students. If a period is agreed or stated, then this period is only indicative and is not to be regarded as a strict deadline.

If Mundo Students needs information or instructions from the Client that are necessary for the implementation of the Contract, then the implementation period will commence after the Client has provided these to Mundo Students.

If an implementation period is exceeded, the Client must issue Mundo Students with a written notice of default, whereby Mundo Students will be offered a reasonable period to nonetheless implement the Contract.

A notice of default is not necessary if the implementation has become permanently impossible, or it otherwise becomes apparent that Mundo Students will not meet its obligations arising from the Contract. If Mundo Students does not

commence implementation within this period, then the Client is entitled to terminate the Contract without judicial intervention and/or seeking compensation.

Payment

Payments must be made in advance in a manner to be specified on the online platform of Mundo Students and in the currency in which the invoice is issued, unless agreed otherwise.

The Client is not authorised to deduct any amount from the payable amount by reason of a counterclaim made by the Client.

Objections to the level of the invoice do not have the effect of suspending the payment obligations.

After the expiry of a period of 30 days after the invoice date, the Client will be, without a notice of default, by operation of law in default. The Client has to bear from the moment of default on the immediately claimable amount an interest at the rate of 3% per month, unless the statutory interest rate is higher.

In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to Mundo Students and the obligations of the Client towards Mundo Students are immediately claimable.

Collection costs

If the Client is in default or in breach of the Contract in fulfilling its obligations (in a timely manner) then all reasonable costs incurred to obtain an out-of-court settlement are payable by the Client. The Client is in any event liable to pay the collection costs.

With regard to the extrajudicial (collection) charges, Mundo Students is entitled – in departure from article 6:96 paragraph 5 of the Dutch Civil Code and the Payment of Extrajudicial Collection Charges Decree – to a payment of 15% of the total outstanding principal sum, with a minimum of € 90,- for every invoice that is wholly or partly unpaid.

Any reasonable legal costs and execution costs incurred are also payable by the Client.

Suspension

If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully or in a timely manner, then Mundo Students is entitled to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted in so far as this is justified by the shortcoming.

Moreover, Mundo Students is entitled to suspend the fulfilment of the obligations if:

- after the Contract is entered into, Mundo Students becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
- the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Mundo Students.

Mundo Students reserves the right to claim compensation.

Termination

If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully, in a timely manner or properly, then Mundo Students is entitled to terminate the Contract with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.

Moreover, Mundo Students is entitled to terminate the Contract with immediate effect if:

- after the Contract is entered into, Mundo Students becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
- the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- due to a delay on the part of the Client, Mundo Students can no longer be required to fulfil the Contract under the originally agreed conditions;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Mundo Students;
- the Client is declared bankrupt, submits an application for a suspension of payment, requests the application of debt rescheduling for natural persons or is served with a writ of sequestration on all or part of its property;
- the Client is placed under conservatorship;
- the Client deceases.

Termination will take place by means of a written declaration, without judicial intervention.

If the Contract is terminated, the Client's debts to Mundo Students become immediately due and payable.

If Mundo Students terminates the Contract on the above-mentioned grounds, Mundo Students is not liable for any costs or compensation.

If the termination is attributable to the Client, the Client is liable for the damage suffered by Mundo Students.

Force majeure

Breaches may not be attributed to Mundo Students or the Client if they are not their fault, or if they are not accountable by law, juristic act, or according to the generally accepted standards. In this case the parties are also not bound to fulfil the obligations arising from the Contract.

In these General Terms and Conditions, the term "force majeure" is defined as – in addition to what is understood in law and jurisprudence in this regard – all external causes, foreseen or unforeseen, upon which Mundo Students can exercise no influence and through which Mundo Students is not able to fulfil its obligations.

Circumstances regarded as resulting in force majeure include strikes, lockouts, fire, water damage, natural disasters or other external contingencies, mobilisation, war, traffic congestion, blockades, import or export restrictions or other government measures, stagnation or delay in the supply of raw materials or machinery components and lack of labour forces, as well as any circumstances through which normal business operations are impeded, as a result of which the fulfilment of the Contract by Mundo Students cannot be reasonably sought by the Client.

Mundo Students is also entitled to invoke force majeure if the circumstance that hinders (further) fulfilment of the Contract occurs after Mundo Students should have fulfilled its obligations.

In case of force majeure the parties are not obliged to proceed with the Contract, and are not bound to pay any compensation.

During the period that the force majeure continues, both Mundo Students and the Client can fully or partly suspend the obligations arising from the Contract. If this period lasts for longer than 2 months, both parties are entitled to terminate the Contract with immediate effect, by means of a written notification, without judicial intervention and without the parties being able to claim any damages.

If the situation of force majeure is of a temporary nature, Mundo Students reserves the right to suspend the agreed service for the duration of the situation of force majeure. In the event of permanent force majeure both parties are entitled to terminate the Contract without judicial intervention.

If at the time of the occurrence of force majeure Mundo Students has already partly fulfilled, or will fulfil, its obligations arising from the Contract, and independent value accrues to the part fulfilled or to be fulfilled, then Mundo Students is

entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is bound to pay this invoice as if there were a separate Contract.

Liability

The implementation of the Contract is entirely at the risk and responsibility of the Client. Mundo Students is only liable for direct damage that has arisen through wilful recklessness or an intentional act or omission of Mundo Students.

The liability of Mundo Students is excluded for indirect damage, including in any event consequential damage, loss of profit, lost savings and loss due to business interruption, or immaterial damage to the Client. In the case of consumer purchase, this limitation does not extend further than is permitted pursuant to article 7:24, paragraph 2 of the Dutch Civil Code.

The Client in the capacity of the Company that uses the online platform offered by Mundo Students is entirely responsible for the topicality of their offer. Mundo Students cannot be addressed for any substantive errors in the offer, expired offers and other inaccuracies in the offer made by the Company.

The Client that uses the online platform is solely responsible for the content that he/she places. Mundo Students can in no way be addressed for any erroneous, offensive or otherwise legally or socially incorrect or unwanted content. Mundo Students has the right, upon detection of such content, to permanently remove the Client from the online platform without the Client having any right to compensation.

Mundo Students is not liable for damage, of whatever nature, resulting from Mundo Students basing its actions upon inaccurate and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness ought to have been known to Mundo Students.

If Mundo Students is liable for any damage, then the liability of Mundo Students is limited to an amount equal to the amount stated in the invoice.

The Client must report the damage for which Mundo Students can be held liable to Mundo Students as soon as possible, but in any event within 10 days of the damage having arisen, on penalty of the forfeiture of any right to compensation for this damage.

Any liability claim against Mundo Students lapses within one year of the Client having become aware, or possibly reasonably having become aware, of the harmful event.

Indemnity

The Client indemnifies Mundo Students against any claims by third parties who suffer damage in connection with the implementation of the Contract which is attributable to the Client.

If Mundo Students may be sued for this reason, then the Client is bound to provide Mundo Students with both judicial and extrajudicial support. Furthermore, all costs and damage on the part of Mundo Students and third parties will be at the expense and risk of the Client.

Limitation period

In departure from the legal limitation period, a limitation period of one year applies to all claims against Mundo Students and any third parties brought in by Mundo Students.

Intellectual property

Mundo Students reserves the rights and powers accruing to it under the provisions of the Copyright Act and other intellectual property legislation and regulations.

Mundo Students reserves the right to utilise the knowledge acquired for the performance of the work and general information for other purposes and other work, in so far as no confidential information is hereby communicated to third parties.

Privacy and cookies

Mundo Students will store the details and information that the Client provides to Mundo Students carefully and confidentially.

Mundo Students acts in accordance with the GDPR which is effective from May 25, 2018. Mundo Students will keep a register of processing activities on the basis of the GDPR.

Mundo Students will only use the details and information of the Client in the context of the execution of its delivery obligation or the handling of a complaint.

Mundo Students may only use the personal details of the Client within the framework of the implementation of its obligation to supply, or of dealing with a complaint.

It is not permitted for Mundo Students to lend out, rent, sell or in any other way make public the personal data of the Client.

The information that Mundo Students collects through cookies may only use this personal data for necessary specific purposes.

Mundo Students is not permitted to lend out, hire out or sell the personal details of the Client, or to publicise them in any other manner.

Mundo Students will not keep the personal data longer than necessary.

The Client is entitled to file a complaint with the Dutch Data Protection Authority regarding his / her personal data. The Dutch Data Protection Authority is obliged to handle this complaint.

The Client agrees that Mundo Students may approach the Client for statistical or customer satisfaction research. If the Client does not wish to be approached for research, the Client may make this known.

Newsletter

The Client can sign up for the newsletter.

The newsletter will keep the Client informed of the latest new and the most recent developments.

The Client will receive the newsletter by e-mail.

The Client can opt out in writing of through a hyperlink of the newsletter at any time. In this case the Client will receive no more messages.

Amendment of the general terms and conditions

Mundo Students is entitled to amend the general terms and conditions unilaterally.

Amendments will also apply to Contract that are already concluded.

Mundo Students will inform the Client by e-mail about the amendments.

The amendments to the general terms and conditions will be in force thirty days after the Client is informed of the amendments.

If the Client does not agree with the announced amendments, the Client is entitled to terminate the Contract.

Applicable law, disputes

Dutch law is exclusively applicable to all legal relationships to which Mundo Students is a party. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Client has its place of business outside of the Netherlands.

Disputes between Mundo Students and the Client will only be submitted to the competent court in the Netherlands district, unless the law mandatorily prescribes otherwise.

Location

These General Terms and Conditions are filed at the Chamber of Commerce under number 72593997.