

Terms & Conditions

1) Concepts & definitions

1.2 KLICAPP: Trade name of GOconnectIT B.V., located at Fultonbaan 52, 3439 NE, Nieuwegein, the Netherlands.

1.2 Customer: The natural or legal person who purchases services at KLICAPP via www.klic-app.nl.

1.3 Application: A customer's application for the provision of services.

1.4 Services: KLICAPP's handling of a Klic request, including use of the Klic App Cloud by the customer.

1.5 Agreement: The agreement between KLICAPP and the customer under which KLICAPP executes services.

1.6 Klic request: The excavation request that has to be made at the Kadaster under the WION law.

1.7 Delivery: Providing the Klic request data to the customer following the application.

1.8 Request process: The complete and successful completion of the steps (Choose Area, Activities, Data, Payment) at www.klic-app.nl.

1.9 Klic App: Klic App Cloud Application for Android, iOS and Windows smartphones and tablets that enables the Klic request to be consulted.

1.10 WION: Dutch law concerning information exchange of underground networks.

1.11 House connections: Cables and pipes that run from the main line to a building.

2) Applicability

2.1 These General Terms & Conditions apply to any application, agreement, and services rendered by KLICAPP.

2.2 Deviations from these General Terms and Conditions are valid only if and to the extent that they have been expressly agreed upon in writing.

3) Request & completion of the agreement

3.1 An application must be received by KLICAPP at least three (3) working days before the intended commencement date of the excavation work.

3.2 An application can be submitted by the customer by completing the application process completely and successfully through www.klic-app.nl.

3.3 An agreement will be reached after KLICAPP has received the customer's application.

3.4 The customer is responsible for the correct entry of data during the application process that is necessary for the correct handling of the request and delivery to the correct email address and, if applicable, informing by text message via the right mobile phone number.

4) Execution

4.1 KLICAPP does its utmost best to execute the agreement. A commitment obligation applies here, not a commitment to performance.

4.2 KLICAPP will, when necessary to achieve the desired result, render the agreement or part thereof by third parties. The applicability of Articles 7:404 and

7:407 paragraph 2 of the Civil Code is excluded.

4.3 KLICAPP will always deal confidentially with the customer's data unless KLICAPP is legally required to provide access to this information.

5) Account & password

5.1 The customer can create an account at www.klic-app.nl if desired.

5.2 After the account has been created, the customer receives an email asking for the account to be activated. The account can be activated by entering a password that meets the requirements set by KLICAPP.

5.3 With a specific email address, only one account can be created and activated. An account is strictly personal, non-transferable and linked to the customer who created and activated the account.

5.4 The customer's chosen password - in combination with the specified email address - is required to log in to the account and purchase credits, view order history, or do ZIP Uploads.

6) Cost & payment

6.1 Prices of KLICAPP are listed on www.klic-app.nl.

6.2 The fee is made up of a. The charges that the Kadaster charges for the Klic request and b. A fee for the provision of services by KLICAPP, such as the use of the Klic App.

6.3 All prices quoted by KLICAPP are expressed in euros and excluding VAT, unless stated otherwise.

6.4 The customer settle the payment to KLICAPP in the following manner:

- Via the payment provider ICEPAY (iDEAL, credit card or PayPal)
- Payment via previously purchased credits, linked to the account of that created on www.klic-app.nl.

6.5 Any claim for settlement by the customer is excluded.

7) Delivery & delivery terms

7.1 The Klic request will be automatically submitted by KLICAPP to the Kadaster through the Kadaster B2B API after completion of the application process by the customer at www.klic-app.nl.

7.2 The delivery by KLICAPP takes place in the following manner:

- An email will be sent to the email address specified by the customer. This email contains a link a. To open the Klic request with the Klic App Cloud. The email contains another link b. To the digital PDF files of the Klic request, which can be printed by the customer if desired.
- A text message will be sent to the mobile phone number specified by the customer during the application process if the customer has indicated during the application process that he/she wants to be informed by text message.

7.3 Delivery will take place within one (1) hour after the Kadaster has completed the Klic request and made it available to KLICAPP.

7.4 KLICAPP places the Klic request automatically on behalf of the customer through the Kadaster B2B API. If it is temporarily impossible to submit the Klic request via the B2B link to the Kadaster, for example due to a malfunction in the API or at the Kadaster, the delivery period(s) as referred to in this article will be extended to the period during which it is not possible to submit the Klic request via the B2B API.

7.5 The delivery dates specified by KLICAPP are indicative. If KLICAPP exceeds them, the customer does not have any right to claim damages.

8) Intellectual property & third party information

8.1 All rights such as copyrights and other intellectual property rights of (the information on) www.klic-app.nl and KLICAPP's delivery are based on KLICAPP, unless otherwise stated, insofar as these rights do not relate to the Kadaster or third parties from which information is made available.

8.2 The customer may consult (the information) www.klic-app.nl and delivery and also copy for personal use (print, or save). The delivery may also be shared with third parties.

8.3 The information on www.klic-app.nl is partly from third parties. KLICAPP is not liable for damage resulting from incomplete and / or incorrect information at www.klic-app.nl.

9) Liability

9.1 KLICAPP is in the sole direction of the customer liable for damage resulting directly from a shortcoming in the performance of obligations under the agreement, and if and in so far as the damage in the ordinary course of expertise and experience and in accordance with normal alertness and could have been avoided in a reasonable manner of professional practice.

9.2 When KLICAPP is liable, this liability is limited to the amount of the benefit paid by the insurer, **with a maximum of € 20,000**.

9.3 KLICAPP will always observe due diligence when using equipment, software, databases, registers or other matters and third parties for the performance of the agreement. KLICAPP is not liable for any shortcomings of these third parties. KLICAPP is not responsible for the incorrect functioning of KLICAPP's equipment, software, databases, registers, or other matters in connection with the execution of the agreement.

9.4 KLICAPP is not liable for consequential loss and other indirect damage.

9.5 The customer indemnifies KLICAPP against third party claims in respect of damages for which the KLICAPP would not have been liable if those third parties had been a customer.

9.6 The limitation of liability in these terms and conditions also applies to any third parties involved in the performance of the agreement by KLICAPP.

9.7 The customer and/or performer of the excavation work must comply with all statutory, written and unscrubbed standards that apply to the performance of the work.

9.8 Network administrators are not obliged to provide house connection information on the basis of the WION. This means that information about house connections can be lacking in delivery. If this information is missing in delivery, the customer can contact the relevant network administrator(s) to obtain this information (if available at the network administrator).

9.9 The customer is responsible for locating the actual location of the cables and pipes (eg by making test slots).

9.10 KLICAPP is not liable for breach of the WION by the customer and the customer indemnifies KLICAPP for third party claims in that context.

9.11 KLICAPP and/or GOconnectIT B.V. can never be held liable for damages and/or consequential damages which occur as a result of work performed by the excavator.

10) Personal Information & cookies

10.1 The personal data provided by KLICAPP to the customer, such as address details, telephone numbers and e-mail addresses, are processed by KLICAPP in files owned by KLICAPP. For more information on the use of personal data, refer to the KLICAPP Privacy Statement at www.klic-app.nl.

10.2 For the execution of the agreement, KLICAPP provides personal information from the customer to the Kadaster. The Kadaster will use this information in any case under the Klic report made by KLICAPP on behalf of the customer. More information about the use of personal data by the Kadaster can be consulted by the Kadaster itself.

10.3 www.klic-app.nl uses cookies. More information about this can be found in the Privacy Statement at www.klic-app.nl.

11) Buy remotely

11.1 If and to the extent that the customer is a natural person who does not act in the exercise of an occupation or business, in addition to Article 3 the provisions of this article apply.

11.2 The buyer is entitled to dissolve the purchase remotely for fourteen (14) business days after the conclusion of the agreement. Call for the dissolution should be made by the customer by sending an email to info@klic-app.nl.

11.3 The provisions of paragraph 2 of this article shall not apply if and to the extent that the relevant Klic request has already been submitted by KLICAPP to the Kadaster.

12) Other

12.1 To these Terms & Conditions, the provision of services, agreements and requests resulting therefrom shall be subject to Dutch law only.