

GENERAL TERMS AND CONDITIONS OF POET FARMER GROUP B.V.

April - 2019

Poet Farmer offers a wide range of Services. Some of the terms and conditions herein vary according to the Service specified in the Proposal.

1. Definitions

1.1. In these General Terms and Conditions the following definitions apply:

“Agreement”	means Proposal that was either accepted or signed as per article 2 including these General Terms and Conditions;
“Business Day”	means any day which is not a Saturday, Sunday or a bank or public holiday in The Netherlands and/or any other region which Poet Farmer operates out of;
“Confidential Information”	for each party the terms of this Agreement and all information and/or data belonging to or relating to that party, its associates, its or their businesses, activities, affairs, products, services, suppliers, customers or prospective customers disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by that party, its representatives or advisers, to the other party, its representatives or advisers whether before, on or after the date of any Agreement, including personal data;
“Customer”	means the individual or company to whom the invoice is addressed;
“Controller”	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data;
“Deliverable(s)”	means a set of goods or services that may be delivered at one time, for example: a design draft, a collection of printed items, a marketing plan document, a consultation meeting, a website project or other electronic content;
“Event”	means a Service delivered on a particular date, for example: a training course, a hospitality event, a speaker delivering a presentation, or a series of presentations;
“First Line Support”	means non-technical support such as, but not limited to (i) end-user helpdesk support and/or (ii) handling content management requests by the Service Provider;
“Poet Farmer”	means the limited liability company Poet Farmer Group B.V. or any of its subsidiaries;
“Parties”	or “Party” means Poet Farmer and/or the Customer;
“Processor”	means the natural or legal person, public authority, agency or other body, which alone or jointly with others, processes personal data on the controller’s behalf;

“Proposal”	means the order form completed and signed by the Customer or otherwise accepted; this Proposal may refer to supporting documentation providing detail and scope for the project;
“Purchase Price”	means the price for the Service or Deliverables detailed in the Proposal;
“Service”	means the goods or services specified in the Proposal;
“Software”	means the software that is used to provide the Service;
“Web Hosting”	means the provision of a web service that responds to a browser’s request for web content with the content requested. It also includes the provision of any file hosting service accessible through FTP. It does not include other services such as domain management, email hosting and Internet connectivity to/from the Customer’s premises;

- 1.2. In these General Terms and Conditions (except where the context otherwise requires) the article headings are included for convenience only and shall not affect the interpretation of these Terms and Conditions.
- 1.3. These General terms and conditions shall apply to all offers and agreements whereby Poet Farmer provides the Customer with any goods and/or services whatsoever and however described.
- 1.4. The applicability of any of the Customers’ purchasing or other conditions is expressly rejected.

2. The Proposal

- 2.1. A Proposal is valid 1 month after the date of the Proposal, unless stated otherwise in the Proposal.
- 2.2. The Customer assumes sole responsibility for ensuring that the Service described in the Proposal meets all its requirements before signing or in any way accepting the Proposal.
- 2.3. The Customer shall return the signed Proposal by letter or email. Upon receipt of this order acknowledgement, an Agreement shall become effective between Poet Farmer and the Customer for the supply of the Service.
- 2.4. Acceptance of a Proposal is also deemed given if Customer announces its acceptance or in any way starts with the execution thereof, for example by sending Poet Farmer instructions and/or information necessary for Poet Farmer’s execution of the Proposal.
- 2.5. By acceptance of a Proposal, the Customer acknowledges that they have read these Terms and Conditions, understands them and agrees to be bound by them.

3. Confidentiality

- 3.1. Whilst an Agreement is in force and for a period of 3 years after both parties undertake:
 - a) to keep the Confidential Information confidential;
 - b) not to use the Confidential Information for any purpose except the performance of its obligations under the Agreement; and
 - c) not to use the Confidential Information so as to procure any commercial advantage over the other party.
- 3.2. The obligations in article 3.1 shall not apply to any Confidential Information which:
 - a. is lawfully in the possession of the receiving party prior to receipt of the disclosing party;
 - b. is or becomes publicly known, otherwise than as a consequence of a breach of an Agreement;
 - c. is disclosed to a third party pursuant to written authorization from the disclosing party.

A combination of features relating to the Confidential Information shall not be deemed within the foregoing exceptions, merely because individual features are in the public domain, but shall be deemed to be within the foregoing exceptions only if the combination itself and its principle of operation are in the public domain.

- 3.3. Each party undertakes to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this article by its employees, agents and subcontractors.
- 3.4. The Customer agrees that the ideas, materials and other documents relating to the Service are confidential and all proprietary rights belong to Poet Farmer and shall not be used or disclosed except as permitted by this Agreement.
- 3.5. This article shall survive the termination of an Agreement for whatever reason.

4. Intellectual Property Rights

- 4.1. Poet farmer shall retain all Intellectual Property Rights (IPR) to the Services and/or Deliverables unless otherwise agreed upon in writing.
- 4.2. Unless otherwise agreed upon in writing, the Customer shall only have the right to use the Service and/or Deliverables for and within the scope of the Proposal. Any rights of use granted to the Customer shall be non-exclusive, non-transferable to third parties and non-sublicensable.
- 4.3. Third party materials, such as imagery and online campaigns involving Google Adwords, LinkedIn, Facebook or any other party, used in the Deliverables may be subject to usage liabilities such as royalties and license fees. Poet Farmer shall procure such license as necessary for the use of third party materials for use within the scope of the Proposal. The Customer needs to obtain prior written consent from Poet Farmer for use of any part of the Deliverables outside the scope of the Proposal.
- 4.4. Unless otherwise stated in the Proposal, Poet Farmer reserves the right to use any Deliverables it produces for the promotion of its own services.
- 4.5. Where the Proposal includes Software, websites and corresponding user documentation created by Poet Farmer, Poet Farmer retains ownership of all copies of the Software and the IPR therein. The Customer has no rights to the Software or the IPR contained therein.

5. Privacy, data processing and protection

- 5.1. Both Parties will handle and secure all personal data with utmost care. If the General Data Protection Regulation (GDPR) applies, parties will comply to the GDPR. Poet Farmer shall keep secrecy with respect to personal data as defined in General Data Protection Regulation (GDPR). Only authorized persons of both parties will have access to personal data. Controller, as defined in the GDPR is the owner of the personal data and will determine the purpose of the personal data processing for the purpose of executing the Agreement and processor will process the personal data solely for that purpose. If the GDPR applies, Poet Farmer as processor will take technical and organizational security measures within reasonable costs aimed at protecting personal data against loss or any form of unlawful processing. On first request Poet Farmer will inform controller regarding these technical and organizational security measures taken. Poet Farmer as processor will report a data breach as defined in the GDPR, to controller as soon as possible after becoming aware of the data breach. Controller is responsible for determining the existence of an obligation to notify a supervisory authority and/or data subject of a data breach, as well as for the notification itself. Processor will, in so far necessary and possible, assist controller in ensuring compliance with the obligations pursuant to articles 32 to 36 of the GDPR, taking into account the nature of processing and information available to processor.
- 5.2. The Customer shall indemnify Poet Farmer against any claims by individuals whose personal data is recorded or processed within the context of a register of personal data maintained by the Customer or for which the Customer is responsible pursuant to the law or otherwise, unless the Customer is able to demonstrate that the acts that form the basis of the claim are exclusively attributable to Poet Farmer.

- 5.3. Responsibility for the data processed using any Service provided by Poet Farmer shall rest solely with the Customer. The Customer shall guarantee Poet Farmer that the content, the use and/or the processing of the data is not unlawful and does not infringe the rights of third parties. The Customer shall indemnify Poet Farmer against legal claims by third parties, including the Supervisory Authorities, of whatever nature, in relation to this data or the execution of the Agreement.
- 5.4. If the Agreement stipulates that Poet Farmer is obliged to provide some form of information security, this security shall meet the specifications in respect of security agreed between the parties in writing. Poet Farmer shall not guarantee that the information security will be effective under all circumstances. If the Agreement does not include an explicit description of security measures, the security measures shall be of such a level that, having regard to the state of the art, the sensitivity of the data and the costs associated with the implementation of the security measures are not unreasonable. In case Customer wants further reaching measures, Parties will consult each other.
- 5.5. If computer, data or telecommunications facilities are used during the execution of the Agreement or otherwise, Poet Farmer shall be entitled to assign access or identification codes to the Customer. Poet Farmer shall under no circumstances be liable for any damage or costs arising from the use or misuse of access or identification codes.
- 5.6. If the Agreement stipulates that Poet Farmer is responsible for processing of personal data, this processing shall meet the responsibilities stipulated by the General Data Protection Regulation (GDPR). Personal data shall only be used in compliance with all legislation, including data protection, privacy, security and data breaches, and compliance with supervisory authorities.
- 5.7. Poet Farmer shall not be liable for any claim arising from a data Controller's failure to comply to the GDPR regulations in regards to the rights of data subjects and data protection principles, including contraventions of data protection or privacy regulations. If assistance is necessary, Poet Farmer can help by advising the Customer, as a Controller, on how to meet the GDPR regulations.

6. Liability

- 6.1. The following provisions set out the entire financial liability of Poet Farmer (including any liability for the acts or omissions of its employees, agents or subcontractors) to the Customer in respect of:
 - a) any breach of this Agreement; and
 - b) any representation, statement or tortious act or omission including negligence arising under or in connection with the contract.
- 6.2. Subject as expressly provided in these conditions, all warranties, conditions or other terms implied by law are excluded to the fullest extent permitted by law.
- 6.3. Nothing in these conditions excludes or limits the liability of Poet Farmer for death or personal injury caused by negligence or for fraudulent misrepresentation.
- 6.4. Subject to articles 6.2 and 6.3:
 - a) Poet Farmer shall not be liable to the Customer for any loss or damage, costs or expenses (whether direct, indirect, incidental or consequential and whether relating to loss of profit, loss of business, business interruption, loss of data, depletion of goodwill or other such losses), suffered by the Customer which arise out of or in connection with the supply of the Service or their use by the Customer.
 - b) The Customer assumes all risks as to the suitability, quality, and performance of the Service.
 - c) Poet Farmer's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising in connection with the performance or contemplated performance of this contract shall be limited to, and in no event shall exceed, the amount originally paid to Poet Farmer for the Service over the last 36 months prior to the liability causing incident.
 - d) Poet Farmer shall not be liable for any loss, damage or delay which arises as a result of the termination of the Agreement, or for compliance with relevant statutory or regulatory requirements.

- e) It is the responsibility of the Customer to ensure that the Deliverables comply with all laws, regulations and codes in all countries where the Deliverables are used. The Customer agrees to indemnify Poet Farmer against any costs or claims arising from the use or misuse of the Deliverables.
- 6.5. No verbal or written information or advice given by Poet Farmer or its dealers, distributors, employees or agents shall in any way extend, modify or add to these conditions.

7. Payment Terms and Pricing

- 7.1. Where a deposit is required, Poet Farmer is not obliged to carry out any work before the deposit is received. In the event that any preliminary work is carried out prior to receipt of the deposit and the order is then cancelled Poet Farmer will invoice the Customer for this work.
- 7.2. 70% of the Purchase Price is payable upon acceptance of the Proposal; the remainder (30%) is payable upon delivery of the Service, unless otherwise agreed upon in writing.
- 7.3. Purchase Price is exclusive of (21%) VAT or GST or SST. VAT, GST and/or SST shall be charged at the prescribed rate at the date of invoicing. The Customer shall pay the VAT and/or any other relevant tax to Poet Farmer as if it were part of the Purchase Price and all requirements and other provisions concerning payment of the Purchase Price shall apply accordingly.
- 7.4. The Purchase Price, once accepted by both parties, is applicable for 12 months from the date of the Proposal. Poet Farmer reserves the right to increase the price of any work outstanding after that period.
- 7.5. Prior to each payment due date, Poet Farmer shall issue an invoice to the Customer. Unless otherwise stated in the Proposal, the term of payment is 30 calendar days.
- 7.6. If the Customer fails to make payment on a due date then without prejudice to any other right or remedy available to Poet Farmer, Poet Farmer shall be entitled to suspend or terminate the Service/Deliverable.
 - a) Should a payment be late by 30 or more days, Poet Farmer may suspend the Service.
 - b) Should a payment be late by 60 or more days, Poet Farmer may terminate the Service.
- 7.7. All payments shall be paid in full without set off, deduction or counterclaim whatsoever.
- 7.8. Poet Farmer reserves the right to vary the Purchase Price according to further requirements made by the Customer subsequent to order acknowledgement. Any such variation shall be advised by Poet Farmer in writing and confirmed by the Customer in writing before either the work proceeds further or any charges are incurred.
- 7.9. Where the Proposal includes design work, unless otherwise stated in the Proposal, the Purchase Price includes an allowance for two sets of changes to each Deliverable. Additional changes shall be charged at the prevailing hourly rate. Any such variation shall be advised by Poet Farmer in writing and confirmed by the Customer in writing before either the work proceeds further or any charges are incurred.
- 7.10. The charge for carriage of goods is at additional cost to the Customer, unless otherwise stated in the Proposal.
- 7.11. Poet Farmer reserve the right to charge expenses when fulfilling the work. Any kilometer charge shall be charged at the rate of EUR 0,19 per kilometer. No expenses shall be incurred without the Customer's prior written consent.

8. Delivery

- 8.1. All (delivery) periods and (delivery) dates agreed or specified by Poet Farmer shall be established to the best of Poet Farmer's knowledge on the basis of the information available to it at the time of entering into the Agreement. Interim (delivery) dates agreed between the parties or specified by Poet Farmer shall in all cases be target dates, shall not have a binding effect on Poet Farmer and shall in all cases be merely indicative. Poet Farmer shall make every reasonable effort to observe final (delivery) periods and final (delivery) dates wherever possible. Poet Farmer shall not be bound by a (delivery) period or (delivery) date, final or otherwise, that can no longer be achieved as a result of circumstances outside of Poet Farmer's control that occurred after the date on which the Agreement was concluded. Poet Farmer shall also not be bound by a

(delivery) date or (delivery) period, final or otherwise, if the parties have agreed on a change to the content or scope of the Agreement (additional work, change in specifications etc.) or a change in the approach to the execution of the Agreement. If there is a risk that a time period will be exceeded, Poet Farmer shall consult with the Customer in order to discuss the implications of the overrun for the rest of the schedule.

- 8.2. The mere fact that a (delivery) period or (delivery) date, final or otherwise, specified by Poet Farmer or agreed between the parties has been exceeded, shall not mean that Poet Farmer is in default. In all cases – therefore also in the event that the parties have agreed a final (delivery) period or (delivery) date explicitly in writing - Poet Farmer shall not be in default as a result of the fact that a delivery period or date has been exceeded until such time as the Customer has given written notice of default. The notice of default must contain as comprehensive and detailed a description of the breach as possible, in order to ensure that Poet Farmer has the opportunity to respond adequately.
- 8.3. Poet Farmer will provide Customer draft Deliverables or interaction design for evaluating purposes/an acceptance test. Should the inspection by the Customer find that the Deliverables meet all specifications, the Customer shall send its written acceptance by letter or email.
- 8.4. Once accepted, Poet Farmer will plan a moment for delivery with the Customer prior to the Deliverables being made public. The Customer will have inspected and accepted the Deliverables before this moment to ensure that everything is in accordance with the agreed upon specifications.
- 8.5. Should this inspection find that the Deliverables do not cover all specifications, Poet Farmer, together with the Customer, shall find a solution to address it as soon as possible.
- 8.6. In absence of any written acceptance, any (operational) use by the Customer of the Deliverables shall be considered as full acceptance. From this moment, Poet Farmer shall see to it that the application is made publicly available and the project is automatically terminated with full discharge of Poet Farmer.

9. Development period

Poet Farmer uses a fixed development period within which a schedule is created. In this way, the capacity that is needed to achieve a certain deadline can be assured towards the Customer. The development period is determined upon discussion. Before this period, Poet Farmer and the client shall work together to form an agreed upon workable schedule, which both parties themselves will commit to.

10. Warranties

- 10.1. For a period of 30 days after acceptance of Deliverables, Poet Farmer shall fix or resolve any bugs or undesired behavior of the Deliverables. This is limited to bugs or undesired behavior caused by Poet Farmer by not complying to the written specifications or agreed upon acceptance test or interaction design.
- 10.2. Poet Farmer has a duty to notify the Customer of any such bugs, undesired behavior or faults.
- 10.3. Poet Farmer is not required to fix any shortcomings in cases that have been caused by the action of the Customer, third parties, or due to unexpected circumstances of which Poet Farmer could not, or should not, have known during development.

11. Termination, cancellation and notice period

- 11.1. Both of the parties shall only be authorized to rescind the Agreement as a result of an attributable failure to perform this Agreement if the other party, in all cases following written notice of default providing as many details as possible and setting a reasonable term in which the breach can be remedied, attributable fails to meet its fundamental obligations arising from this Agreement of at least 30 days. The Customer's payment obligations and all other obligations to cooperate imposed on the Customer or on a third party to be engaged by the Customer shall in all cases be regarded as fundamental obligations arising from the Agreement.
- 11.2. If the Customer has already received Services for the purpose of executing the Agreement at the time of rescission as referred to in Article 11.1, these Services and the related payment obligation cannot be

revoked unless the Customer is able to demonstrate that Poet Farmer is in default in respect of a substantial part of these Services. Any amounts that Poet Farmer has invoiced before rescission in connection with work that it has already duly carried out or Services that it has duly provided for the purpose of executing the Agreement, shall remain due in full, subject to due observance of the provisions of the preceding sentence, and shall become immediately due and payable at the time of rescission.

- 11.3. If an Agreement that by its nature and content is not brought to a close is entered into for an indefinite period of time, this may be terminated in writing by either party following consultation and stating reasons. If the parties have not agreed another notice period, a reasonable period of sixty (60) calendar days applies on termination.
- 11.4. In case of services provided by Poet Farmer under a Service Level Agreement and/or services under art. 13, 14, 15 and/or 16 a notice period of sixty (60) calendar days before expiry of the Agreement applies, in the absence of which the Agreement will be automatically renewed for one (1) year.
- 11.5. Either of the parties shall be entitled to terminate an Agreement in part or in full, with immediate effect, in writing without notice of default if the other party is granted a moratorium of payments, provisionally or otherwise, if a winding-up petition is filed in respect of the other party, if the other party's company is wound up or terminated for reasons other than reconstruction or the merger of companies, or if there is a change in the individual or board that has decisive control over the Customer's company. Poet Farmer shall under no circumstances be obliged to reimburse any sums of money that have already been received or to pay any compensation in the event of such termination. If the Customer becomes bankrupt or is liquidated, the right of use of the software, websites and suchlike made available to the Customer shall terminate by operation of law.

12. Software

- 12.1. The Customer assumes sole responsibility for ensuring that the Software functionality meets its requirements before signing the Proposal.
- 12.2. Unless the Proposal explicitly states otherwise, the Customer bears all cost for any modification to the Software in the event that the Customer discovers, subsequent to signing the Proposal, that the Software functionality does not meet its requirements or for whatever reason needs adaptations.
- 12.3. No Software or Internet service can ever be guaranteed to be 100% reliable. Poet Farmer shall not be liable for any losses caused resulting from the use of (or inability to use) the Service, due to faults in the Software or underlying software, hardware, network (connections) or any other cause of failure.
- 12.4. Poet Farmer does not warrant any Software that has been altered or changed in any way by anyone other than Poet Farmer. Poet Farmer is not responsible for problems associated with or caused by incompatible operating systems or equipment, or for problems in the interaction of the Software with software not furnished by Poet Farmer.

13. Web Hosting

- 13.1. Poet Farmer shall make all reasonable efforts to ensure that – if applicable – its Web Hosting Service is available, subject to any limitations imposed by the third party web hosting.
- 13.2. When Poet Farmer provides a Web Hosting Solution (amongst other services, e.g. the services mentioned in art. 14, 15 and/or 16) the Customer is obliged to agree with the 'Preventive Maintenance' as set out in Poet Farmer's Service Level Agreement.
- 13.3. Poet Farmer may, from time to time, temporarily withdraw Service for the purpose of making enhancements available to the Customer and for maintenance or support issues referred to in the Service Level Agreement.
- 13.4. The Web Hosting service will be provided on the basis of reasonable usage for server load, disk space and bandwidth. Due to the varying nature of a website's content and popularity it is not possible to provide exact

description of 'reasonable usage' ("fair use") for server load hence Poet Farmer states an expectation that 95% of their customers would not exceed reasonable usage for server load.

- 13.5. Where the Customer's website exceeds reasonable usage on a shared hosting environment, Poet Farmer may offer to provide the Customer with a higher capacity service at an agreed increased fee. In circumstances where the server load on the shared hosting environment is much higher than expected, Poet Farmer may either (a) offer the Customer a bespoke Web Hosting solution, such as a dedicated server environment, at an agreed increased fee or (b) if a solution is not found the Web Hosting service may be terminated at no cost or liability to either party.

14. Other Internet Services (Email, Domain, ISP, DNS)

- 14.1. The Customer agrees that it is their responsibility to source all of the appropriate services required to run their website, including domain name management, email and Internet connectivity. However, Poet Farmer may offer optional services for domain name purchase, renewal and management.
- 14.2. Poet Farmer does not offer Internet Service Provider (ISP) services, such as provision of an Internet connection to the Customer's computer or computer network.

15. Domain Name Registration and Renewal

- 15.1. Poet Farmer may offer the Customer domain name purchase and renewal services for one or more domain names related to the Customer's website.
- 15.2. The contract for the registration is between the Customer and the Naming Authority. The Customer is bound by the terms and conditions of the Naming Authority.
- 15.3. Poet Farmer cannot guarantee that they will be able to register any requested domain name and, until specific confirmation of registration has been given, the Customer cannot assume the registration has been affected.
- 15.4. Poet Farmer gives no warranty that the Internet Domain Name requested will not infringe the rights of any third party and the Customer indemnifies Poet Farmer in respect of any such infringements.
- 15.5. Poet Farmer reserve the right to vary the fees for domain name purchase and renewal from time to time.
- a) The current fees for domain name purchases will be stated to the Customer the time of purchase.
- b) The current fees for domain name renewals will be stated to the Customer in the month preceding the renewal with a minimum of 14 Business Days' notice to allow the Customer time to transfer the domains elsewhere if required.
- 15.6. The fees for domain name purchase and renewal include DNS hosting if required.
- 15.7. Where DNS hosting is provided, the fees for domain name purchase and renewal include the management of the DNS records for such domains, to point the domains at Poet Farmer web servers and to the Customer's preferred email servers.
- 15.8. The Customer retains ownership of the domain names. Poet Farmer shall not withhold from assisting the customer in transferring their domain name providing that any fees due to Poet Farmer for any services provided by Poet Farmer to the Customer have been paid in full.
- 15.9. Poet Farmer do not in themselves charge fees related to the transfer of the Customer's domain names to or from a third party, unless the time taken to deal with such matters exceeds half an hour in one calendar month. In such cases Poet Farmer shall agree any charges with the Customer in advance of any further work being carried out.
- 15.10. Fees charged by third parties (for domain name transfers, detail updates) are the responsibility of the Customer. Such fees will be passed on to the Customer for payment if they are incurred by Poet Farmer.

16. Domain Name Management

- 16.1. The Customer accepts that Poet Farmer may need to move the Web Hosting for a website to a different IP Address at short notice and at any time.
- 16.2. Where the Customer manages their own domain name, Poet Farmer may, at their own discretion, make Name Servers available to the Customer to allow Poet Farmer to manage the DNS records on behalf of the Customer. In such circumstances:
 - a) The Customer accepts the responsibility to point the domain names to the specified Name Servers.
 - b) The Customer agrees to provide contact details for an authorized representative for Name Server updates and to keep Poet Farmer updated with any changes to these details.
 - c) The Customer agrees that the authorized representative shall, on request by Poet Farmer, update Name Server records within 3 Business Days at all times.
 - d) The Customer agrees that failure to update Name Server records will result in their website being unavailable and that even in such cases the Customer is still responsible for Web Hosting fees.
 - e) The Customer is responsible for all costs incurred to update Name Server records.
- 16.3. Where the Customer manages their own domain name and Poet Farmer does not provide Name Servers for the domain:
 - a) The Customer accepts the responsibility to update the DNS records used to map the domain name to the IP Address of the Web Hosting service.
 - b) The Customer agrees to provide contact details for an authorized representative for DNS updates and to keep Poet Farmer updated with any changes to these details.
 - c) The Customer agrees that the authorized representative shall, on request by Poet Farmer, update DNS records within 3 Business Days at all times.
 - d) The Customer agrees that failure to update DNS records will result in their website being unavailable and that even in such cases the Customer is still responsible for Web Hosting fees.
 - e) The Customer is responsible for all costs incurred to update DNS records.

17. Ownership of Content

- 17.1. The Customer is (legally) responsible for the content in the Deliverables.
- 17.2. Poet Farmer does not infer ownership of the content in the Deliverables.
- 17.3. The data that a Customer is entitled to take from the Deliverables upon termination of its contract with Poet Farmer includes only text, personal data and imagery (owned by the Customer) incorporated as part of the Deliverables. No software or software ideas.

18. Third Party Software/Services

Where the Proposal includes any third party software and/or services as part of the Proposal, Poet Farmer will provide First Line Support only. Where the fault is caused by the third party software and Poet Farmer is unable to correct the fault Poet Farmer will use its reasonable endeavors to ensure that the problem is reported to the relevant third party for resolution.

19. Changes to Terms and Conditions

- 19.1. Poet Farmer reserves the right to change these Terms and Conditions at any time. The most current version of these Terms and Conditions may be found on Poet Farmer's website.
- 19.2. When changes are made to the Terms and Conditions a notice shall be sent to the Customer via their known email address. The Customer shall be deemed to have accepted such changes if they have not notified any objections to such changes within one calendar month of the notice.
- 19.3. The most current version of the Terms and Conditions shall supersede all previous versions.

20. Entire Agreement

- 20.1. Any Agreement and the documents referred to in it, constitute the entire Agreement and understanding of the parties and shall supersede any previous agreement between the parties relating to the subject matter of that Agreement. No variation of that Agreement shall be valid unless in writing signed by both parties.
- 20.2. Each of the parties acknowledges and agrees that in entering into an Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or not) which it may have relied on in entering into that Agreement. The only remedy available to it shall be for breach of contract under the terms of that Agreement. Nothing in this article shall, however, operate to limit or exclude any liability for fraud.

21. Force Majeure

Poet Farmer shall not be liable for any delay or failure in performance of its obligations under this Agreement which is due to or results from any circumstances beyond its reasonable control. In any such event Poet Farmer shall be entitled to delay or cancel delivery of the Service.

22. Law

- 22.1. This Agreement, if issued by Poet Farmer B.V., shall be governed and construed in all respects in accordance with Dutch Law and shall be subject to the exclusive jurisdiction of the Court of Rotterdam, The Netherlands unless explicitly stated otherwise.
- 22.2. This agreement, if issued by Poet Farmer Sdn. Bhd., shall be governed and construed in all respects in accordance with and subject to the exclusive jurisdiction of Malaysian law unless explicitly stated otherwise.
- 22.3. The applicability of the Convention on Contracts for the International Sale of Goods 1980 (CISG) is explicitly excluded.

23. Severability

- 23.1. If any term or provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or in conflict with the law, the validity or enforceability of the remainder of this Agreement shall not be affected thereby.
- 23.2. If any provision of this Agreement is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

24. Waiver

No failure or delay by either party in exercising, wholly or partially, any of its rights with regard to any breach or default of this Agreement by the other party shall constitute a waiver of such rights and no waiver of any such breach or default shall be deemed to constitute a waiver of any other rights or any subsequent or continuing breach of default.

25. Assignment

The Customer may not sublicense, assign, transfer or otherwise dispose of its rights under this Agreement or any part of it without the written consent of Poet Farmer.

26. Notices

Any notice or other communication pursuant to this Agreement must be in writing and signed by or on behalf of the party giving it and may be served by registered post to the address of the relevant party or by email.