



## **TERMS & CONDITIONS – 2025**

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**Welcome to Ember law firm. We value clarity. In these terms and conditions, you will find the agreements that apply when you use our legal services.**

**Have any questions? Feel free to ask – we are happy to explain.**

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## **TERMS AND CONDITIONS: SUMMARY**

### **Who are we?**

Ember Law Firm is a legal advisory office located at Weena 690, 3012 CN Rotterdam. Registered with the Chamber of Commerce under number 73800643.

### **Who do our terms and conditions apply to?**

These terms apply to every agreement between us and you as a client, unless we have agreed otherwise in writing. Any other terms are expressly rejected. We reserve the right to amend these terms at any time.

### **Our offer**

Our offers are non-binding. An agreement is only formed when you give oral or written approval (e.g., via email or our system).

### **Our approach**

We provide legal services such as advice, negotiations, document drafting, and litigation. If we engage third parties (such as a lawyer, claims expert, or bailiff), they are responsible for their advice and work. You agree to our right to engage these third parties.

### **Payment**

We charge an hourly rate and work in time units of 6 minutes. You only pay for the actual time spent on your case – including (phone) calls, WhatsApp advice, emails, and other tasks.

For longer cases, we usually send an invoice monthly. We may also request an advance for expected costs, such as the involvement of a bailiff or court fees.

For some cases, we apply a lower hourly rate. In these instances, we agree on an additional reward if we achieve the desired result (success fee).

If payment is not made on time, we reserve the right to temporarily pause our work without any consequence for us.

### **Liability**

#### **For business clients (B2B):**

Our liability is limited to the amount paid out by our liability insurance. If the insurance does not cover it, our liability is capped at the amount of the first invoice. You must report any damage or complaints in writing within one year of discovery. Failure to do so will forfeit your right to compensation.

#### **For consumers (B2C):**

We are liable for damage resulting from a failure on our part, unless there is force majeure or the damage is not attributable to us.

Our liability is limited to what is legally allowed. This limitation does not apply in cases of intent, gross negligence, or damage to life and health. If you have a complaint or damage, please notify us in writing as soon as possible.

**Applicable law**

Dutch law is exclusively applicable. The court in Rotterdam has sole jurisdiction.

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## **TERMS AND CONDITIONS**

### **1. Definitities**

<b>Term</b>	<b>Definition</b>
<b>Liability</b>	Our liability for direct or indirect damages resulting from an unlawful act, a culpable failure to fulfill the agreement, or otherwise, is excluded unless otherwise stated in these terms and conditions.
<b>BW</b>	The Dutch Civil Code
<b>Durable Data Carrier</b>	Any tool – including email – that allows you as a consumer or entrepreneur to store information addressed personally to you, in a way that enables future consultation or use for a period tailored to the purpose for which the information is intended, and that allows unchanged reproduction of the stored information.
<b>Services</b>	The products and/or services that the Contractor will provide to the Client in accordance with an agreement.
<b>Intellectual Property Rights</b>	All rights related to intellectual property and related rights, including but not limited to all our products, copyrights, neighboring rights, patent rights, as well as rights to know-how.
<b>License</b>	A non-transferable and non-exclusive right to use our products for a specified period in exchange for a (license) fee.
<b>Products</b>	All questionnaires, designs, drawings, writings, data carriers or other information, offers, images, sketches, models, texts, drafts, documentation, advice, reports, and other intellectual creations, as well as preparatory materials thereof and (coded or not) files or data carriers on which the Products are located.
<b>Agreement</b>	An agreement entered into between us in the context of an assignment or another legal relationship where we will perform work for the client.
<b>Written</b>	Communication via (registered) mail, email, or WhatsApp.
<b>Work</b>	The tasks and activities that we can perform under the agreement. This may include providing legal advice (by phone, electronically, in writing, in person), drafting and/or reviewing and/or evaluating legal documents, conducting legal procedures, negotiating and mediating, providing training, and all activities in the broadest sense of the word.

## **2. Applicability**

- 2.1. These terms and conditions apply to all our offers, quotations, assignments, and agreements – whether verbal or written. These terms will also apply to follow-up assignments or other agreements. If we do not strictly adhere to these terms at any point, it does not mean we waive them. We always retain the right to demand compliance with the terms.
- 2.2. These terms and conditions also apply to all agreements with you, where third parties must be involved in the execution.
- 2.3. Before entering into a distance agreement with us, you will be provided with our terms and conditions. This can be in paper form or as a PDF via email. You can easily save the PDF to your own device. If you cannot do that, you can view the terms at [www.emberlawfirm.nl/our-terms-and-conditions](http://www.emberlawfirm.nl/our-terms-and-conditions).
- 2.4. Sometimes our services use products or services from others. In that case, their terms will also apply. If their terms conflict with ours, our terms will prevail.
- 2.5. The terms and conditions of others do not apply. We expressly reject them.
- 2.6. Only if we have explicitly agreed in writing to deviate from our terms, such deviation will be valid.
- 2.7. We may modify these terms at any time. If we do, we will notify you in writing. If you do not object within 14 days, we will assume you agree.
- 2.8. If any of the provisions are invalid or are declared void, the others will still remain in effect. We will then work together to find an appropriate substitute that closely matches the intent of the original provision.
- 2.9. If there is anything in the agreement that deviates from these terms, the provisions of the agreement will apply, unless there is a clear mistake or typographical error.

## **3. The offer**

- 3.1. All offers we make are non-binding and serve only as an invitation for you to place an order.

- 3.2. Our offer is valid for 7 days after sending, unless we have made other arrangements with you. Please note: if there are obvious errors or incorrect statements in our offer, quotation, or agreement, we are not bound by those errors.
- 3.3. For consumers, the prices stated are always inclusive of VAT. For businesses, the prices are exclusive of VAT, unless we have agreed otherwise in writing.

#### **4. The agreement**

- 4.1. An agreement is deemed to have been concluded if:
  - a) You have received an order confirmation from us via email; or
  - b) We have started performing the work based on your (oral) request.
- 4.2. If the agreement is modified or supplemented during its execution, this may affect the delivery time or the fee. If additional costs arise, for example, due to a change at your request or due to circumstances requiring a different approach, we consider these modifications as additional work. The procedure for additional work is described in Article 6.
- 4.3. Once you have placed the order, you are jointly and severally liable for the full compliance with the (financial) agreements. If the order has been placed by multiple persons or companies, each of them is jointly and severally liable.
- 4.4. If we have good reasons based on facts and circumstances to not proceed with the agreement, we may refuse the application or set special conditions. Good reasons include, but are not limited to:
  - The absence of necessary information or documents, such as proof of authority (e.g., a Chamber of Commerce extract or a legally signed authorization);
  - Errors in the submitted offer;
  - You are legally incompetent;
  - Other negative experiences, such as failure to comply with or timely payment of invoices.

#### **5. Delivery of Documents**

- 5.1. We will exercise the utmost care in performing the agreement to the best of our ability and with professionalism. The assignment is an obligation of effort, not an obligation of result.

- 5.2. The agreed (delivery) deadlines for customized products are target dates, not final deadlines.
- 5.3. You are required to provide us with the necessary support to ensure that the services are executed on time and correctly. During the briefing, you must provide all information that we indicate as necessary, or that you reasonably should understand to be necessary for the performance of the agreement. The timeline for us to execute the agreement only begins after we have received all the required information from you.
- 5.4. If you know or suspect that we need to take additional measures to fulfill our obligations, you must inform us immediately. Unless otherwise agreed in writing, all reasonable additional costs arising from this may be charged to you.
- 5.5. Once we have received all the data, we will create an initial draft of the product. We will send this draft to you by email for a correction round. If you have any comments, we will adjust the draft. You are entitled to one correction round at most. Additional work will be invoiced according to Article 6 (Additional Work).
- 5.6. If we do not receive a response from you within 5 days of the delivery of the draft or final product, we will assume that you approve the (delivery). Any changes thereafter will be invoiced according to Article 6 (Additional Work), unless otherwise agreed in writing.

## **6. More work**

- 6.1. You can request us to perform additional work outside the scope of the agreement at any time, also known as "additional work." It is important to note that we are not obligated to accept such requests.
- 6.2. If additional work is involved, we will inform you in advance about the (estimated) costs and will begin the work only after you have given your approval, preferably in writing. However, this does not apply to additional work that is necessary for the already agreed services. In such cases, the additional work can be carried out without your approval on the basis of post-calculation.
- 6.3. For additional work, we will apply the applicable rates or, if no such rates exist, the customary rates. If necessary, we may ask you to sign an additional agreement for the additional work.



## 7. Payment

- 7.1. We invoice based on time units of 6 minutes and send the invoice electronically. You agree to electronic invoicing. Unless otherwise agreed, you must pay the invoice within seven days. If you discover any inaccuracies in the payment details, you must report them to us immediately.
- 7.2. We may ask for an advance payment.
- 7.3. The agreed fee for the assignment is always due, even if the assignment was not successful.
- 7.4. **Consumer:** You must make your payments on time, without offsetting or discount. If you pay late, we will send you a letter urging you to pay within fourteen days without additional costs. If you still haven't paid in full after that period, you will be in default and must pay extrajudicial collection costs and court costs. We do not charge interest on late payments. The costs are in accordance with the Dutch Extrajudicial Collection Costs Decree.
- 7.5. **Entrepreneur:** You must make your payments on time, without offsetting or discount. If you pay late, we will send you a letter urging you to pay within five days without additional costs. If you still haven't paid in full after that period, you will be in default and must pay extrajudicial collection costs and court costs. The extrajudicial costs amount to at least €150 and can rise to a maximum of €50,000. We do not charge interest on late payments. The hourly rate of the legal advisor is leading.
- 7.6. Payments are received in our business bank account. We have the right to first allocate payments to legal (extrajudicial) costs and then to the principal amount. We do not charge interest on late payments. We also do not collect interest on your behalf and do not mediate in an agreement concerning interest. You must cooperate with this. We may refuse a payment proposal or settlement proposal if you indicate a different allocation order or if the costs of our services are not (fully) paid.

## 8. Opzegging en ontbinding

- 8.1. Consumer Fixed-Term: If you are a consumer and the collaboration is for a fixed term, you may terminate the agreement at any time. However, you must notify us in writing.

- 8.2. **Entrepreneur Fixed-Term:** If you are an entrepreneur and have a fixed-term collaboration with us, you may also terminate the agreement early, as long as you do so in writing. Please note that any work already performed or scheduled will be charged.
- 8.3. **Final Invoice upon termination or Dissolution:** If you terminate the agreement or we end the collaboration, you will receive a final invoice. This will account for all work and administrative costs incurred up to that point. You must pay this invoice within the agreed timeframe. Any work carried out after the termination or dissolution will be charged at the applicable hourly rate.
- 8.4. **When we may suspend or terminate:** We may suspend or terminate the collaboration (in whole or in part) immediately if:
- You fail to meet your obligations, whether partially, late, or not at all;
  - We have a valid reason to believe you will not fulfill your obligations;
  - You fail to provide security when requested;
  - Due to your delay (e.g., missed deadlines or expiration dates), it is no longer reasonable for us to continue with the agreed terms;
  - There are circumstances that make it impossible to continue or reasonably require us to not proceed with the collaboration.
- 8.5. **If It's your fault:** If the termination is due to your actions, you are obligated to compensate us for both direct and indirect damages.
- 8.6. **What happens after termination:** After termination or dissolution, all our claims against you become immediately due. If we choose to suspend our obligations, we retain all rights under the law and the agreement.
- 8.7. **No Reversal of performance:** If any work has been performed prior to termination, it does not need to be undone.
- 8.8. **No compensation to you:** If we suspend or terminate the agreement based on this article, we are not obligated to pay you any compensation or damages.
- 8.9. **When the Agreement automatically ends:** The collaboration ends automatically and immediately—without judicial intervention and without either party having to pay compensation—if we:
- Become in default;
  - File for suspension of payments;
  - Are declared bankrupt; or
  - Cease our business operations.

## 9. Liability and indemnity

- 9.1. **Consumer:** Our liability for any damage resulting from an unlawful act, an attributable failure to fulfill the agreement, or otherwise, is excluded unless otherwise stated in these terms or mandatory law. Indirect damage, such as consequential damage, lost profits, missed savings, delays, or reputational damage, will never be our responsibility. We are not liable for any damage caused by relying on incorrect and/or incomplete information provided by you or on your behalf. Damage caused by (engaged) third parties is also not our responsibility.
- 9.2. **Entrepreneur:** Our liability for damage is limited to the amount paid out in the relevant case by our professional liability insurance. Indirect damage, such as consequential damage, lost profits, missed savings, delays, or reputational damage, is completely excluded. We are also not liable for damage caused by incorrect or incomplete information provided by you or on your behalf, nor for damage caused by third parties we engaged in consultation with you.
- 9.3. **Consumer – Third Parties:** The execution of the assignment is exclusively for your benefit as the client. Third parties cannot derive any rights from the content of the work performed. We are not liable for damage claims from third parties.
- 9.4. **Entrepreneur – Third Parties:** The assignment is exclusively performed for your benefit as the client. Third parties cannot derive rights from the content of our work. If you allow third parties to become aware of our work, you ensure that they also accept these general terms and conditions. You fully indemnify us against any claims from third parties who claim to have suffered damage due to or in connection with our work for you.
- 9.5. **Limitation of Liability:** The liability limitations in this article are only lifted in the case of intent or gross negligence on our part. The burden of proof lies with you.
- 9.6. **Consumer – Limitation Period:** All claims against us expire one year after the day you reasonably became aware or could have been aware of the damage and our possible liability.
- 9.7. **Entrepreneur – Limitation Period:** Any legal claim against us expires irrevocably if it is not submitted to us in writing within one year from the day

you became or could have reasonably become aware of the damage and our possible liability.

## **10. Force majeure**

- 10.1. We are not obliged to fulfill our obligations if we are prevented from doing so due to force majeure. Force majeure includes, among other things: illness, disruptions, strikes, quarantine measures, epidemics, government measures, delays caused by third parties, or if you have provided us with incorrect or incomplete information. For entrepreneurs, insufficient cooperation or unavailability of staff within your organization may also be considered force majeure on our part.
- 10.2. Even if the force majeure situation arises while we were already in default, we may still invoke force majeure.
- 10.3. As long as the force majeure continues, we may suspend our obligations. If the situation lasts longer than two months, both parties may terminate the agreement in writing. In that case, neither party is entitled to compensation or refund of services already provided.

## **11. Complaints**

- 11.1. Do you have a complaint? Please notify us in writing via email. Send your message to [admin@emberlawfirm.nl](mailto:admin@emberlawfirm.nl) and include in the subject line: "Complaint + Case Number".
- 11.2. Complaints about the execution of the agreement must be clearly described and submitted to us within a reasonable time after you have discovered a defect. The sooner you inform us, the better we can assist you.
- 11.3. You will receive a substantive response within 30 days of receiving your complaint. If we expect to need more time, we will inform you within that 30-day period when you can expect a more detailed response.
- 11.4. You must give us at least 4 weeks to work together on a solution. Submitting a complaint does not suspend your payment obligation, not even in the case of a disputed invoice.

## 12. Intellectual Property rights

- 12.1. All intellectual property rights to our products will always remain ours. You are only granted the right to use (license) as explicitly stated in these terms, the agreement, or as agreed with you in writing.
- 12.2. Would you like to use our products in a different way than normally permitted? For example, in multiple cases, for colleagues, or for reuse in new matters? Then we will agree on additional terms together. Think of a custom license with a suitable fee. We will always document this in writing so you'll know exactly what is and isn't allowed.
- 12.3. Without our written permission, you may not copy, modify, reuse, or distribute our products – neither privately nor commercially, such as sharing via your own webshop, community, client base, or course platform. If you do so anyway, we cannot guarantee the quality and you will be infringing on our rights. In the event of an infringement, the following penalties apply per violation:
- **For consumers:** €500, plus €50 for each day the infringement continues. We also reserve the right to claim full compensation if our actual damages are higher.
  - **For entrepreneurs:** €500, plus an additional amount based on the size of your client base. We assume at least 10% of your clients have benefited from the infringement, for example, through resale or use in your services. The additional penalty is calculated as follows: 10% of the number of clients × €500. So the total penalty for entrepreneurs is: €500 + (10% of client base × €500).
- In addition, we may claim full compensation for damages.
- 12.4. We may technically secure our products. If we do, you are not allowed to remove or circumvent this security, unless the law explicitly allows it.
- 12.5. We may use your (company) name and logo for promotional purposes, such as on our website or social media. Do you object? Please let us know within 14 days after our collaboration has ended.

## 13. Data and Privacy

- 13.1. We handle your personal data with care, in accordance with the rules of the General Data Protection Regulation (GDPR).

- 13.2. The most recent version of our privacy statement can always be found on our website. There you can read how we handle your data and what rights you have.
- 13.3. Would you like to access, correct, supplement, or delete your data? Or object to processing? You can let us know. If you want your data transferred, we'll help with that too. We take reasonable steps to handle your request properly.
- 13.4. After your case is completed, we retain the financial data for a maximum of seven years, as required by law. We do this digitally.
- 13.5. During the assignment, you will have received copies of the documents. Would you like an additional copy of your file later on? That's possible. However, we may charge a fee for this service.

#### **14. Applicable law and regulations**

- 14.1. Our collaboration is governed exclusively by Dutch law.
- 14.2. Do you have a complaint or disagreement? We'll discuss it together first. If we cannot resolve it, the court in Rotterdam has jurisdiction to handle the dispute.

## **ADDITIONAL TERMS FOR FEES, SETTLEMENT AGREEMENTS AND/OR CLAIMS**

### **15. Applicability**

15.1. Our general terms and conditions also apply to these additional arrangements. This is especially the case when we:

- claim compensation on your behalf,
- collect outstanding invoices, or
- assist you in reaching a settlement in which you receive a payment (such as a settlement agreement).

### **16. Success fee**

16.1. For the matters mentioned above, we work at a reduced hourly rate (-30%). If the case is resolved with a positive outcome, you will also pay a success fee.

By a positive outcome, we mean:

- you receive a (partial or full) payment from the opposing party,
- you enter into a settlement agreement that includes a compensation, or
- a court decision is made awarding you a financial amount.

16.2. The success fee only applies if you receive a financial benefit and amounts to 10% of the amount you actually receive, with a minimum of €250, excluding VAT.

16.3. If the assignment is withdrawn or negotiations are terminated, we will charge for the work already performed at the applicable hourly rate, increased by a 25% urgency surcharge on the total hourly rate, to cover the additional costs of expedited handling. This also applies if negotiations are no longer continued or the client decides not to finalize the case.

16.4. The reduced hourly rate as referred to in Article 16.1 is always payable, regardless of the outcome. The success fee is only due in the event of a positive outcome as defined in Article 16.2.

16.5. Any external costs incurred will be passed on in full. We are never the contracting party for these external service providers (such as bailiffs, mediators, damage experts, or other specialists); the client is and remains responsible for those engagements.

## 17. Confidentiality

- 17.1. All information and data provided to you in the context of an assignment entered into with us is strictly confidential and may not be copied, shared, or otherwise disclosed to third parties, in whole or in part, even after the termination of the assignment. This information may only be used for the agreed purpose. You are obliged to safeguard this confidentiality for yourself, your employees, and any other affiliated persons.
- 17.2. If you or any of the aforementioned persons act in violation of this provision, you will be liable for all damages we incur as a result and shall indemnify us against any third-party claims arising from such breach.
- 17.3. You acknowledge that we do not guarantee the accuracy, completeness, or timeliness of the information, data, or advice provided. The use of our advice is entirely at your own risk. You accept that any business decision based on this information involves uncertainties and risks for which we are not liable.

## 18. Debt collection

- 18.1. When you assign us to collect a debt, you also immediately grant us permission to take all necessary collection and legal actions in your name. This includes, but is not limited to:
- contacting your debtor, both in writing and by phone;
  - receiving payments;
  - negotiating a reasonable payment arrangement if necessary.
- 18.2. From the moment you assign us the task, you will leave all contact with the debtor to us. You must refer them directly to us. If you fail to do so, you will be in breach of contract as per Article 6:74 of the Dutch Civil Code.
- 18.3. You must ensure that we receive all the information we need to carry out our task accurately, completely, and on time. If we suffer any damage due to your failure to provide timely, complete, or correct information, the risk lies with you.
- 18.4. All amounts we collect on your behalf will be transferred to you within fourteen days after deducting our fees.



## **ADDITIONAL TERMS FOR THE IN-HOUSE LEGAL SUBSCRIPTION**

### **19. Applicability**

These additional terms form part of and are inseparable from the General Terms and Conditions and apply specifically to the In-house Legal Subscription.

- 19.1. The subscription is offered in three different forms. Depending on your choice, you will be entitled to legal advice and assistance via phone and email during office hours, or outside office hours as well. This advice is limited to purely legal questions that can be answered in fifteen minutes without extensive research. Additionally, you may have one or more legal documents from your business reviewed. The subscription is valid only for your business (under whose name it is registered) and is not transferable to others.
- 19.2. You can easily sign up by sending us an email at [admin@emberlawfirm.nl](mailto:admin@emberlawfirm.nl), including the name of the subscription and your preferred form of the subscription. If you agree to the quote, you will pay the first invoice within fourteen days. This invoice consists of six times the monthly amount (advance payment). Once payment is made, you can immediately use your subscription.
- 19.3. Ongoing disputes are also covered by the subscription. However, if your case is complex (requiring additional research), extra costs may apply. You will be informed of this in advance.
- 19.4. The subscription applies only to the legal fields we handle. If your question concerns something outside our specialization, we will, if possible, refer you to an external specialist. This external specialist will set their own rates.
- 19.5. The subscription is for a minimum term of twelve (12) months. If you want to cancel after that, you must notify us at least one (1) month before the end, in writing via email or registered letter. After the initial term, you may cancel at any time with a one calendar month notice period.
- 19.6. If you have a question or task that exceeds fifteen minutes, we will charge a reduced hourly rate. If specialist knowledge is required, we may involve an external party. This external party works under our responsibility but may charge a different rate (as mentioned in 19.4). You will be informed in advance about this.

- 19.7. If we suggest working with an external expert and you decide not to proceed with that, we are not obligated to continue the case ourselves.
- 19.8. To prevent misuse of the subscription, we apply a Fair Use Policy (FUP). This means, among other things:  
i) You should contact us by phone or email within reasonable limits, and  
ii) You may submit a maximum of thirty-six (36) debt collection assignments per year.  
If you exceed these limits, we will agree on any additional costs with you in advance.
- 19.9. If we suggest working with an external expert and you decide not to proceed with that, we are not obligated to continue the case ourselves.
- 19.10. If you use the subscription excessively, we will first issue a written warning. If you do not adjust your usage thereafter, we may increase the subscription fees mid-term. You will be notified in writing about the reason and the date the subscription will be increased.
- 19.11. All amounts associated with this subscription are exclusive of VAT (unless stated otherwise). If VAT legislation changes, we will automatically apply this to your invoices.
- 19.12. We reserve the right to adjust the subscription prices annually due to inflation or other economic reasons. You will be notified at least one (1) month in advance. If you do not agree with the new prices, you may cancel with a one-month notice period.
- 19.13. Dutch law applies exclusively to your subscription. In the event of a dispute, we will, unless mandatory law dictates otherwise, submit the matter to the competent court in Rotterdam.
- 19.14. If you fail to pay on time, we may temporarily suspend our services until you have paid everything due. Any damage or delay resulting from this will be at your expense.

### **FAIR USE POLICY**

To ensure that the In-house Lawyer subscription is used in a fair and efficient manner, we implement a Fair Use Policy (FUP). This FUP aims to prevent overloading of our services and to guarantee that all clients receive timely and quality assistance. The following terms and limitations apply.

## The 24/7 Huisjurist

- 19.15. **Phone Consultations:** We expect that you will not request phone consultations more than three times per week (30 minutes per consultation). This ensures that we can reserve enough time and resources for all our clients. Additional consultations can be scheduled upon agreement at an adjusted rate.
- 19.16. **WhatsApp-questions:** You can ask up to five short questions per week via WhatsApp. These questions must be concise and not require extensive file research. For longer or more complex questions, a more detailed response can be expected within 24 hours. A maximum of one detailed question per day. Shorter questions can be answered more quickly, but complex legal issues may take additional time.
- 19.17. **Document review:** You can have up to five documents reviewed and receive feedback per month (maximum 10 pages per document). The documents must have legal relevance, such as contracts or terms and conditions. Repeated submission of the same documents or additional revisions may incur extra costs. The rate for additional documents or revisions ranges from EUR 75.00 to EUR 100.00 excluding 21% VAT per document.
- 19.18. **Collections:** A maximum of three collection cases per month are included without additional charges. Further cases can be handled at a reduced rate per case. We advise submitting only cases with a direct chance of collection to ensure a smooth process. Collection cases that are not well-documented or have no chance of success may incur additional costs.
- 19.19. **Abuse and/or overuse:** If you frequently or consistently exceed the established limits, we reserve the right to charge additional fees or suspend the subscription. You will receive a warning in advance and have the opportunity to adjust your usage.
- 19.20. **Our templates:** The templates and documents we provide are intended as standalone tools for you. It is not permitted to fill out these models yourself and submit them for free review as part of the service. For an official assessment and tailored advice, additional fees may apply. The cost for reviewing a model ranges from EUR 75.00 to EUR 100.00 excluding 21% VAT per model. For more complex documents (10 or more pages), a reduced hourly rate applies.

## The 9/5 Huisjurist

- 19.21. **Phone Consultations:** We expect that you will not request phone consultations more than three times per week (15 minutes per consultation). This ensures that we can reserve enough time and resources for all our clients.
- 19.22. **WhatsApp-questions:** You can ask up to three questions per week via WhatsApp, with a response within 24 hours. These questions must be concise so we can address them efficiently.
- 19.23. **Document review:** You can have up to two documents reviewed per month (up to 7 pages per document). Additional reviews will incur a charge per document. The documents must have legal relevance. Excessive or duplicate submissions of document versions are not allowed without additional costs.
- 19.24. **Collections:** One collection assignment per month is included in this subscription. For additional collection cases, a discounted rate per case applies. We advise submitting only well-documented cases that have a realistic chance of collection.
- 19.25. **Abuse and/or overuse:** If you frequently or consistently exceed the established limits, we reserve the right to charge additional fees or suspend the subscription.
- 19.26. **Our templates:** The templates and documents we provide are intended as standalone tools for you. It is not permitted to fill out these models yourself and submit them for free review as part of the service. For an official assessment and tailored advice, additional fees may apply. This ensures that our service is not misused and that we can use our time and expertise efficiently for all clients. The standard fee ranges from EUR 95.00 to EUR 130.00 excluding 21% VAT per model. For more complex documents (5 or more pages), a reduced hourly rate applies.

## Applicable Provisions for both subscriptions

The models and documents provided by our office are intended solely for internal use by you as a subscriber. It is not permitted to modify, resell, give away for free, or distribute these models and documents in any way without our prior written consent.

- **Resale License Agreement:** If you are interested in reselling or otherwise distributing our models and documents, this can only be done through a license agreement with our office. A written agreement must be entered into before any distribution, which will outline the terms and fees.
- **Violation of Usage Terms:** A fine of €5,000 per document that is distributed without permission will be imposed for violating these usage terms. This fine is immediately payable and is without prejudice to our right to seek additional compensation if the actual damage is higher.
- **Fair Use Understanding:** The Fair Use Policy is designed to ensure high-quality service for all clients. If you consistently exceed the usage limits or use the service in a way that contradicts the Fair Use intention, we can address this issue.
- **Adjustment of Limits:** We reserve the right to periodically review and adjust the Fair Use Policy and the limits mentioned based on usage trends or operational considerations.
- **Transparency:** If the Fair Use limits are exceeded, you will be informed once in advance about any additional costs or measures.