

General Terms and Conditions



NoodPlanr

Article 1 - Identity

- Sole proprietorship “NoodPlanr”
Boogaerdthof 28, 2931HH Krimpen aan de Lek
- Chamber of Commerce-74673580
- VAT-NL002388818B82 ,
- Email : info@noodplanr.nl

Article 2 - Applicability

- 2.1 These General Terms and Conditions apply to every agreement or subscription between NoodPlanr and the consumer (the “subscription”).
- 2.2 Deviations from these terms and conditions are only valid if agreed upon in writing.

Article 3 - Service

- 3.1 The service is delivered as soon as the consumer has received a confirmation by email that the subscription has started.
- 3.2 As part of the subscription, NoodPlanr provides the following service. NoodPlanr offers a digital service that provides the consumer with an overview of emergency preparedness. This includes the ability to create an emergency plan, conduct an inventory, and perform scenarios, skills, and self-reliance actions. With this, we aim to increase the self-reliance and resilience of the Netherlands.
- 3.3 The information provided via the platform is intended solely for general informational purposes and cannot be considered professional advice. Users should contact a qualified professional for specific advice.
- 3.4 The consumer remains at all times personally responsible for the manner in which they act in response to information obtained via NoodPlanr.
- 3.5 In emergency situations, the consumer must always first consult the official communication channels of the government and competent authorities and follow their instructions.

Article 4 - Terms of Use

- 4.1 The consumer is personally responsible for keeping their login details confidential and for all activities that take place via their account on NoodPlanr.
- 4.2 The consumer must immediately report (any suspicion of) abuse or unauthorized use of the account via privacy@noodplanr.nl.
- 4.3 NoodPlanr is entitled to block access to the account with immediate effect and without prior notice in the event of (suspected) misuse, fraud, or security incidents.

Article 5 - Amendments

- 5.1 NoodPlanr ensures that the service complies with the applicable legal requirements and regulations for digital services.
- 5.2 NoodPlanr reserves the right to modify or expand its services included in the subscription (at any time).

Article 6 - Prices

- 6.1 All listed NoodPlanr prices are in euros (€) and include VAT, unless otherwise stated.
- 6.2 NoodPlanr may change its prices. Price changes will be announced at least thirty (30) days in advance.
- 6.3 In the event of a price increase, the consumer has the right to cancel the subscription free of charge (prematurely) before the effective date of the change.

Article 7 - Payment

- 7.1 Payment of the subscription fee is collected from the consumer monthly.
- 7.2 In the event of late or incomplete payment, NoodPlanr may suspend access to the platform.
- 7.3 In the event of late or incomplete payment, NoodPlanr may charge collection costs and statutory interest in accordance with the provisions of the law.

Article 8 - Intellectual property

- 8.1 In all cases, all intellectual property rights relating to the service, such as software, design, texts, modules, and content, are the property of NoodPlanr.
- 8.2 The consumer is expressly prohibited from copying, reproducing, modifying, distributing, renting, sublicensing, or otherwise exploiting the NoodPlanr service.

Article 9 - Liability

- 9.1 NoodPlanr is only liable for direct damage caused by an attributable error of NoodPlanr.
- 9.2 NoodPlanr is not liable for indirect damages such as consequential damages, lost profits, lost savings, and reputational damage.
- 9.3 NoodPlanr's liability is limited to the amount paid out by insurance to NoodPlanr and never exceeds the total amount paid to NoodPlanr by the consumer in the preceding twelve (12) months.

Article 10 - Force Majeure

- 10.1 Force majeure within the meaning of this article is understood to mean: circumstances that prevent the (timely) performance of the agreement and that are not attributable to NoodPlanr. This shall include, but is not limited to: changes in laws and regulations, government measures, illness of personnel, strikes, disruptions in telecommunication or internet connections, and cybercrime, provided that these occur at NoodPlanr or at its suppliers.
- 10.2 If NoodPlanr is prevented by force majeure from fulfilling the obligations arising from the agreement, NoodPlanr has the right, without judicial intervention, either to suspend the execution of the agreement, to adapt the agreement to the circumstances, or to dissolve the agreement in whole or in part.
- 10.3 NoodPlanr is not liable for damages to the consumer due to delay in the performance of the agreement or the non-performance of the agreement.

Article 11 - Duration and cancellation of subscription

- 11.1 The subscription is entered into for a fixed term with a minimum duration of thirty (30) days or for an indefinite term with a minimum duration of twelve (12) months.
- 11.2 The fixed-term subscription will be automatically renewed after thirty (30) days for thirty (30) days. Consumers can cancel the subscription monthly, at the end of a calendar month.
- 11.3 After the term of twelve (12) months, the subscription for an indefinite period can be cancelled monthly at the end of a calendar month.

Article 12 - Right of withdrawal

- 12.1 The consumer has the right to revoke the subscription via privacy@noodplanr.nl within fourteen (14) days after the confirmation of the subscription.
- 12.2 NoodPlanr will refund the subscription fee within fourteen (14) days after receiving the email in which the consumer indicates they are exercising their right of withdrawal.

Article 13 - Privacy and data processing

- 13.1 NoodPlanr processes personal data in accordance with applicable privacy legislation.
- 13.2 The method of data processing is set out in NoodPlanr's [privacy policy](#).

Article 14 - Complaints Procedure

- 14.1 Complaints can be submitted via privacy@noodplanr.nl.
- 14.2 NoodPlanr responds to a complaint within fourteen (14) days.

Article 15 - Disputes

- 15.1 The agreement or subscription between NoodPlanr and the consumer is governed exclusively by Dutch law.
- 15.2 Disputes shall be submitted to the competent court in the Netherlands.

Article 16 - Final provisions

- 16.1 If any provision of these general terms and conditions proves to be invalid, the remaining provisions shall remain in full force and effect.
- 16.2 NoodPlanr may amend these general terms and conditions (interim during the subscription). The consumer will be notified of amended terms and conditions in a timely manner by email.