**TERMS AND CONDITIONS**

1. **Parties**

1. The company "Y-Track Consulting" (hereinafter the Company) on the one hand, registered in the Chamber of Commerce under the number 72467835, created in the Netherlands at Langestraat 122B, 1211HC Hilversum.

2. The buyer of the services offered by the Company (hereinafter the Buyer), on the other hand, hereinafter referred to separately as the Party, and together the Parties in accordance with these General Terms and Conditions (hereinafter the Terms).

3. Additional information about the Company:

Website: www.ytrack.net

Email: info@ytrack.net

Legal Address: Langestraat 122B, 1211HC Hilversum

Tel: +31 62 168 1332

Chamber of Commerce Number: 72467835

IBAN: NL91 ABNA 0828 4119 99“Y-Track Consulting”

1. **Applicability**

1. Through an offer and acceptance on the Company’s website, the Parties inform about the application of these Terms, through the use of the Company’s website and the agreement that the Parties entered into when sending the order, or by ordering the service by e-mail to the Company. These Terms apply to future relationships between the Parties.

2. These Terms apply to all offers and agreements, in accordance with which the Company provides services to the Buyer.

3. Oral statements, promises or agreements are not legally binding unless they have been confirmed in writing by the Company.

4. Additions to these Terms are valid only if they are agreed in writing between the parties. Other conditions of the Buyer are rejected.

5. Third parties involved in the implementation of the agreement may also refer to these Terms.

6. If one or more part of the provisions of these Terms is not applicable, other provisions of these Terms shall continue to apply.

7. These Terms are transmitted digitally at any time and are available on the Company's website, and they can also be provided in writing at the written request of the Buyer.

8. The Company has the right to amend or supplement these Terms.

9. Acceptance of the Terms takes place on the Company's website by clicking on a special information box, or when placing an order on the website of the Company or upon a written request from the Buyer to the Company with the order.

**3. Offer and Agreement**

1. Each offer for the cost of the Company's services is indicated on the website of the Company and is complete and unconditional, unless the Company informs otherwise in writing.

2. All offers are valid only if special offers or discounts do not apply to them.

3. The prices indicated on the website or in any form of proposal include VAT and are subject to taxes and other mandatory fees according to Dutch law.

4. All information about services provided by the Company in the texts, drawings, photographs and other types of description provided is a model. A slight deviation from what is indicated on the website does not lead to deficiencies in the implementation of the Company's agreement.

5. The prices indicated on the website are not automatically applied to further orders.

6. An agreement with the Buyer is concluded only after the acceptance of his order by the Company. The company has the right to refuse the order or add certain conditions, unless expressly provided otherwise. If the Order is not accepted, the Company will notify the Buyer within 3 (three) business days after contacting.

7. The buyer reimburses the Company for reasonable costs of providing services.

8. Price agreements are subject to change. All information on current prices for services is indicated on the Company's website.

9. The results of the Company's services are digital content and are sent to the Client via an Internet connection. At the same time, there are no physical information carriers.

10. The Company’s privacy policy also applies to these Terms.

11. All services are provided directly to the Buyer, according to the contact information specified when placing the order on the website of the Company or in accordance with a written request. If there is a suspicion of violation of the Privacy Policy, the Company has the right to inform the Buyer about it, terminate the cooperation unilaterally and demand compensation for the loss. If an individual or legal entity wishes to use the information received for any purpose with third parties, you must first contact the Company and obtain written permission to do so.

12. The Company guarantees that the services provided comply with the Conditions, specifications indicated on the Company's website, reasonable requirements for reliability and ease of use.

13. Services may change and supplement from time to time. The changes do not give the right to review the amount of compensation for already paid services.

14. The company may temporarily withdraw its website from use or temporarily restrict access to it, if necessary or irresistible, for example, due to maintenance. This does not give any right to any compensation or refund already paid.

15. For all agreements between the Company and the Buyer under these Terms, Dutch law applies. Disputes arising from the legal relationship between the Buyer and the Company are referred to the competent court of the area where the Company is registered or to the competent court in The Hague.

1. **Responsibilities and Obligations**

1. The company is not liable for any direct or indirect damage resulting from the provision of the service, information provided during the provision of the service, other interaction or its absence or (incorrect) use of the information if there is no legal flaw, criminal intent or gross negligence.

2. Any financial liability of the Company is limited to the agreed value indicated on the website of the Company and / or on the invoice.

3. The buyer must provide all the necessary information or data that the Company requires to complete the task.

4. The company undertakes to make efforts to provide the service in the best possible way, but does not give any guarantees that the Buyer will draw the correct conclusions on its basis or achieve its intended results.

5. The company commits itself to exerting efforts to fulfill orders accepted for work.

6. The company undertakes to provide information in a clear and understandable structured form.

7. The liability of the Company at any time is limited in cases where the Buyer's actions are the result of malicious intent or negligence, direct or bodily harm, data distortion and any other actions leading to moral damage or additional expenses of the Company.

1. **The Procedures for the Provision of Services**

1. The website of the Company provides an opportunity to place and pay for an order for the provision of services. Ordering on the Company's website is intended for legal entities and individuals.

2. Services are provided with the possibility of placing an order by filling out the proposed forms or by means of a written request from the Buyer to the Company. At the same time, such a written request means that the Buyer accepts all the Conditions and confirms his consent to cooperate with the Company.

3. To provide services to the Buyer, it is necessary to provide the information necessary to complete the order.

4. The result of the service is sent to the email address specified by the Buyer when placing the order.

5. The company accepts and processes orders promptly, upon receipt, but no later than 30 business days, unless a different deadline is previously agreed.

6. The risk of damage and / or loss of the result of the service is transferred to the Buyer from the moment of sending it by e-mail to the address indicated when placing the order, but if necessary the Company is ready to resend the result on the basis of a written request from the Buyer.

7. When placing an order, an agreement is concluded between the Buyer and the Company and the agreement on cooperation within the framework of these Terms is confirmed.

8. Payment for services is carried out on the Company's website or in any other way at the buyer's choice.

9. Orders for the services of the Company are accepted online on the website of the Company at any time. An order is considered accepted after the registration and payment of the order.

10. The buyer has the opportunity to contact the Company through all possible communication channels indicated on the website of the Company.

11. Any changes in the procedure for the provision of services is the subject of separate written agreements between the Parties.

12. Unless otherwise agreed, payment for the service is preliminary.

13. In the absence of an executed order, the Buyer is obliged to check the debiting of money from his account. If the money was not debited, the payment was not successful and the service order should be repeated. If in case of payment of the order the amount is not received within 5 days, the order is automatically canceled. It is also important to verify that the result of the service being performed by the Company does not fall into the spam section of the Buyer's mailbox.

1. **Order Cancellation or Order Change**

1. Taking into account that the service is performed in digital content format, the Buyer cannot cancel or change the order after it has been placed and paid, since work on the execution of the order by the Company begins immediately.

2. The Company has the right to suspend the execution of the service in case of violation of these Terms of cooperation, the Privacy Policy and / or Copyright in relation to the Company.

1. **Complaints and Dispute Resolution**

1. The Buyer has the right to file a complaint on any issue regarding interaction with the Company.

2. Complaints must be submitted in full, clearly defined and submitted in writing to the Company, as soon as possible, but no later than within 14 calendar days from the date of its appearance.

3. Within 14 calendar days from the receipt of the complaint, the Company will respond to the complaint and propose a solution where possible.

4. If the complaint cannot be resolved by mutual agreement, a dispute arises.

5. The following procedure is used to resolve disputes:

- in case of complaints, the Buyer must first contact the Company and report a problem;

- if the problem cannot be resolved during the mutual consultation, the Buyer has the opportunity to contact an independent intermediary in the Netherlands by sending a request to the address www.webwinkelkeur.nl;

- if no solution is found, the Buyer has the opportunity to contact The Netherlands Independent Disputes Committee, which is appointed to review the complaint www.webwinkelkeur.nl

6. The complaint does not suspend the obligations of the Company or the Buyer, if any.

1. **Copyright**

1. The company provides services that are subject to intellectual property rights. They are:

- website www.ytrack.net;

- services and everything related to the preparation, provision, as well as the result of their provision.

2. The website and services of the Company contain many elements of intellectual property of both the Company and its partners. Examples include drawings, photographs, texts and graphic design of web pages and any information provided at any stage of the service.

3. For all Internet users, including Buyers, the following restrictions on the use of intellectual property apply:

- it is not allowed to save in electronic form or otherwise copy any elements of the pages of the website or pages of text within the framework of the ordered service;

- replicate the results of the Company's work or post them on the Internet with open or limited access to any information, including reports, working methods, advice, projects, conditions or other information. Also, Buyers are not allowed to provide third parties with information obtained as part of preliminary negotiations, as part of an order or after providing a service for any commercial purpose, except when it was previously authorized in writing by the Company.

- it is not allowed to duplicate, post in limited or public access any fragments of text and graphic design of the website and services of the Company;

- it is not allowed to post hyperlinks to www.ytrack.net in such a way that the Internet user can see the Company's website in a frame from another Internet page;

- it is not allowed to use the so-called "deep links" to certain parts of the Company's website;

- it is forbidden to use the website in such a way as to affect in any way the proper functioning of the website of the Company, the information provided therein or the underlying software.

4. All intellectual property works shown on the Company's website or provided during the provision of services, for example, texts, images or videos, cannot be reproduced without prior written permission from the Company. If there is a suspicion that this happened, the Company has the right to terminate cooperation with an unscrupulous Buyer and restore its damage in accordance with the law.

5. Full or partial reproduction is prohibited without the written permission of the owner of this intellectual property.

1. **Force Majeure**

1. The term Force Majeure in these Terms means everything specified in Dutch law and case law. In addition, all external causes, whether or not specified in the Terms, including strikes, interruptions in the supply of energy, fire or government measures, are accepted.

2. In Force Majeure circumstances, the obligations of the Company are terminated. If Force Majeure circumstances are present for more than one month, or if there are other circumstances that prevent the Company from fulfilling its obligations, the Company has the authority to terminate the entire agreement or partially, notifying the other Party without judicial intervention and without obligation to pay any compensation to in such a case.

**10. Confidentiality**

1. These Terms, inter alia, are fulfilled in accordance with the Company’s Privacy Policy, which is an integral part of these Terms.

**PRIVACY POLICY**

We respect the privacy of our customers and visitors. Therefore, protecting your privacy is extremely important to us. You can be sure that your data will be processed in a transparent and honest manner, and we will do our best to accurately and responsibly process your data.

In this Privacy Policy, we describe why we process information about you, how we do it. This Privacy Policy applies to the personal data of our customers who use our services, as well as visitors to our website www.ytrack.net.

Most of the personal data we use is necessary to complete your order. In some cases, we also use your data for marketing purposes.

1. **Personal Data Processing**

We process your personal data to the extent necessary for the functioning of the website and for the implementation of our activities. We do this, for example, when ordering online on our website. We only collect personal data that you provide to us.

We use your personal data for the following purposes:

* fulfillment of orders according to agreements with you
* relationship management
* conducting marketing campaigns
* market analysis and research
* compliance with legal obligations
* posting comments or reviews
* our protection and anti-fraud.

Based on the law, we can process your personal data because:

* The processing of most of the personal data we use is necessary to provide services and to fulfill our agreement with you.
* the use of certain data is necessary to fulfill a legal obligation for us, for example, to fulfill tax obligations;
* use is necessary for statistical surveys and analysis, registration procedures and security;
* You give permission to use your data.

1. **Protection Rules of Personal Data**

The security of your personal data is our top priority. We take appropriate technical and organizational measures to protect your personal data from loss or against any form of illegal processing. To protect your personal data, we use SSL, that is, a secure level of communication through your Internet browser. You can recognize this by the lock symbol displayed by your browser using an SSL connection.

“Y-Track Consulting” collects, processes and uses personal data, based on the permission that you gave us when you visited our website, within the framework of applicable data protection laws for the purposes provided by law.

Your personal information will be stored and used by us for the most convenient visit to our website and only after you grant permission.

In addition, personal data and technical information is stored and used by us to the extent necessary to prevent abuse or other illegal activities on our website. For example, to ensure data security in case of problems in the provision of IT services or in the event of criminal prosecution.

Finally, your data is stored and used to the extent that we are legally obliged to do this, for example, on the basis of governmental or judicial rules, as well as taking into account rights and requirements and, if necessary, in the context of legal proceedings.

In “Y-Track Consulting” offers to accept its Terms and Conditions including the Privacy Policy, as well as similar documents when placing an order so that our cooperation is as transparent as possible.

You have the right to know what data we process about you, so we have prepared the procedure for using cookies, which can be seen in these Terms in the public domain on the Company's website.

If you want to know what personal data “Y-Track Consulting” has available or processes, or if you want this data to be changed or deleted, you can request this information online by writing a request on our website. Also, indicate the reason for your request and add a copy of your identity document. If your request does not meet these requirements, it will not be processed.

The following documents are accepted as proof of identification:

* Driving license
* Passport

“Y-Track Consulting” will provide a response within a month after receiving your written request. In some cases, we have the right to respond to your request within 3 months. For example, if the request is very complex and requires detailed consideration.

1. **Data Retention Period**

We do not process and store your personal data longer than is necessary for the purpose for which we received it, or if we are required by law to do so.

Your personal data may be deleted at any time when you consider it necessary to do this on the basis of your written request, if the execution of the order or other obligations under the law will not prevent their deletion.

1. **Use of Cookies**

We use cookies and other tools to collect information about you when you visit our website. The interaction takes place within the framework of the Use of Cookies.

1. **Registering and Ordering Information**
2. Contact information for email communications is required to answer your questions.
3. Order

On our website we request your personal data. Processing in this case is necessary to fulfill orders and agreements. When ordering, depending on the specific case, we need certain data (for example, name, email address for the provision of services and invoices). This is data that we must store in accordance with legal or other obligations. In addition, we need your details to ensure that the services you ordered are provided.

1. Miscellaneous

We may also store your data if processing is necessary to comply with a legal obligation or in the case of legitimate interests. For example, if it is necessary for litigation, prosecution of abusive or other illegal actions, to ensure the protection of data from attacks on our IT systems. This can also be done on the basis of orders of state bodies or courts, since we are legally obliged to do this, as well as to protect our rights and interests and provide legal protection on our part.

1. **Access to Personal Data**

Access to your personal data is available only to Y-Track Consulting employees and only if it is necessary to carry out their tasks. If we disclose your information to third parties, this only happens if necessary, and provided that you are informed. For example, when using the online order form to fulfill our agreement with you or to protect your legitimate interests. We never provide data more than necessary. Access to personal data by third parties occurs in the following situations.

1. Use in technical cooperation, for example, when filling out an online order form, visiting our website, and paying for services.

2. We must transfer your data to third parties or government agencies in accordance with certain laws, for example, if we are legally required to do so on the instructions of the authorities or the judiciary.

When transferring your personal data, we guarantee that we make every effort to maintain the security of your personal data.

1. **Rights of the Client on Personal Data:**

a. Right of access

b. Right to rectification

c. The right to restrict processing

d. Right to delete

e. The right to information about their use.

f. The right to object to the use of your data.

If you want to know what personal data is used, if you want to change the data or delete it or use one of your other rights, you can use the online form in the “Contacts” section of the “Y-Track Consulting” website and make such a request . We will fulfill your request if we have no convincing and legitimate interests not to do this and if they do not outweigh your interest in privacy. Also, we may refuse to fulfill the above requests if they are made unreasonably. For your own protection, we reserve the right to request additional information for a request that is necessary to confirm your identity, and if identification is not possible, the processing of your request is rejected.

1. **Complaints for the Use of Personal Data**

If you have a complaint about the use of your personal data, “Y-Track Consulting”, you can contact us by e-mail or by filling out an online form on the website. You also have the right to file a complaint with the Netherlands Data Protection Authority.

We believe it is important to be transparent about how we process your data. In this Privacy Policy, we endeavor to ensure clarity and transparency. If you still have questions about how we process your personal data, contact us by mail, email, or using the online form on the website www.ytrack.net.

# USE OF COOKIES

“Y-Track Consulting” (hereinafter referred to as the Company) uses various cookies and services to guarantee the functionality of our website (hereinafter, the Company's website) and to make the site as informative and convenient as possible for you. We believe that it is important that you can comfortably use the website, and therefore continuous website optimization has an important place in it.

However, we do not lose sight of the thorough protection of the processing of your personal data. That's why you will find detailed information below about the use of cookies and the services we use on the Company's website.

### 

### 1. Functional Cookies

### Cookies are small text files that are placed in your browsing history, which allows you to restore settings made on your next visit and other changes that you made.

### These functional cookies guarantee the correct operation of our website. For example, this:

### • what you entered during checkout so that you do not have to enter this information again;

### • saving settings for optimal video display, for example, the desired buffer size and data resolution of your screen;

### • Defining your browser settings to optimally display our site on your screen;

### • detection of improper use of our website, for example, by unsuccessful attempts to enter the page;

### • Regularly downloading the website so that the website remains accessible or saves your data for input, so you do not need to enter it every time.

### You have the option to deactivate all cookies and services. Either blocking or deleting cookies through your internet browser.

### 2. Analytical Cookies

Analytical cookies are used to improve the site. This information is stored anonymously.

we see which pages are visited most often, which pages generate error messages, through which browser

etc. Thus, we can see the quality and effectiveness of the website and the ease of use,

We use to improve the site. Y-Track Consulting does not track individual visitors.

**3.** **Non-functional Cookies**

All other cookies are non-functional and are used only with prior permission.

visitors to our site. These cookies are used, for example, to:

• optimizing online advertising

• tracking how many visitors click on ads to calculate with the advertiser

• to find out if you clicked on an ad and others.

Therefore, Y-Track Consulting first requests permission to use these non-functional cookies.

**4. Third Parties Cookies**

We use the services of our partners:

- POWr to receive your data at checkout

- Facebook

- Google Analytics

- Google Tag Manager

- Google Ads

Google Analytics collects cookies, device and browser data, IP addresses and information about actions on the site or in the application. Based on them, reports are generated on interactions on the website and / or in applications using Google Analytics. Visitors to the Company’s website can change data collection settings through the use of cookies, User ID, data import and Measurement Protocol.

When using Google Advertising, we collect cookies of advertising preferences and the Company uses them to support marketing decisions, research, marketing goals and the individual design of our services, but only if you do not mind using your personal data.

**5. Blocking and Deleting Cookies**

You may not consent to the placement of cookies or block cookies. If you do not want to accept standard cookies in your Internet browser, you can do this using your browser. Use your browser's help function to see how you can delete cookies or ask by contacting your browser provider.

Please note that if you disable cookies through the browser or block them in any other way, this may affect the fact that some services or parts of the website will not function optimally or will not work at all.

Even after visiting the website, you can delete cookies from your computer, tablet or smartphone.

You can also do this in your browser.