



Terms and Conditions of Financieel Fit

1. Definitions

1.1 Financieel Fit The user of these Terms and Conditions is Hypotheekservice B.V., also operating under the name Financieel Fit, acting as financial and insurance advisor, registered with the Dutch Chamber of Commerce and licensed by the Dutch Authority for the Financial Markets (AFM).

1.2 Client Any natural person, legal entity or partnership with whom Financieel Fit has entered into an agreement, service subscription, or to whom Financieel Fit has issued a quotation, calculation, advice or offer.

2. Applicability

2.1 These Terms and Conditions apply to all quotations, advice, offers and agreements of any kind between Financieel Fit and the Client, including service subscriptions.

2.2 These Terms and Conditions are also stipulated for the benefit of current and former directors, officers and employees of Financieel Fit.

2.3 Any terms and conditions used by the Client are expressly rejected and declared inapplicable unless explicitly and unconditionally accepted in writing by Financieel Fit.

3. Scope and Execution of Services

3.1 All quotations, advice and offers issued by Financieel Fit are non-binding unless explicitly agreed otherwise in writing.

3.2 Financieel Fit shall perform its services with due care and reasonable professional efforts. No obligation to achieve a specific result is accepted unless expressly agreed in writing.

3.3 Financieel Fit reserves the right to refuse any assignment or request without stating reasons.

3.4 For electronic or digital communications, the Client must verify receipt by Financieel Fit if no confirmation has been received within 48 hours.

3.5 General information provided by Financieel Fit, whether digitally or otherwise, does not constitute formal advice unless expressly stated and tailored to the Client's personal situation.

4. Fees and Payment

4.1 At the time of entering into an agreement, Financieel Fit shall determine the manner in which its services are remunerated, which may include fixed fees, subscription fees, hourly rates, commission-based remuneration, or a combination thereof.

4.2 If remuneration is (partly) commission-based, such remuneration may be included in premiums charged by third parties or settled indirectly via such parties.

4.3 Financieel Fit's administration shall be decisive for the calculation of amounts due, unless proven incorrect by the Client.

4.4 Financieel Fit is entitled to pass on changes in government-imposed taxes or levies and may adjust agreed fees if cost increases occur after acceptance of the assignment.

4.5 Invoices must be paid within 14 days of the invoice date in the manner specified by Financieel Fit.

4.6 In the event of non-payment or late payment, Financieel Fit may suspend its services without being liable for any resulting consequences.

4.7 Statutory interest shall be due automatically on overdue amounts. Reasonable extrajudicial collection costs may be charged in accordance with applicable law.

4.8 Payments made by the Client shall first be applied to interest and costs and subsequently to the oldest outstanding invoices, regardless of any payment reference provided by the Client.

5. Engagement of Third Parties

5.1 Financieel Fit is entitled to engage third parties for the execution of its services where deemed necessary.

5.2 Financieel Fit shall exercise due care in selecting such third parties but shall not be liable for their acts or omissions.

6. Information Provided by the Client

6.1 The Client shall provide all information requested by Financieel Fit that is necessary for the careful execution of its services.

6.2 The Client is responsible for the accuracy, completeness and timeliness of all information provided.

6.3 If required information is not provided or is provided late or incorrectly, Financieel Fit may suspend the execution of its services.

7. Limitation of Liability

7.1 Any liability of Financieel Fit, its directors and employees, arising from advice, offers or performance of an agreement, is limited to the amount paid out under Financieel Fit's professional liability insurance, including any applicable deductible.

7.2 If no payment is made under the professional liability insurance for any reason, liability shall be limited to the total fees charged by Financieel Fit to the Client in relation to the assignment giving rise to the damage.

7.3 Services provided by Financieel Fit are exclusively for the benefit of the Client. Third parties cannot derive any rights from such services.

7.4 Financieel Fit shall not be liable for damage resulting from:

- Incorrect, incomplete or late information provided by the Client;
- Errors in software or communication systems used by Financieel Fit;
- Non-payment of premiums, interest or other obligations by the Client;
- Acts or omissions of third parties or product providers;

Investment performance, value fluctuations or unrealised expectations.

7.5 The above limitations do not apply in cases of intent or deliberate recklessness on the part of Financieel Fit.

8. Force Majeure

8.1 Financieel Fit shall not be obliged to fulfil any obligation if prevented from doing so due to circumstances beyond its reasonable control, including but not limited to fire, strikes, war, government measures or failures of engaged third parties.

9. Termination and Dissolution

9.1 Either party may dissolve the agreement if the other party, after written notice of default, fails to fulfil its contractual obligations.

9.2 Payment obligations incurred prior to termination shall remain fully enforceable.

9.3 Financieel Fit may immediately terminate or suspend services if the Client is declared bankrupt, applies for suspension of payments, or ceases business operations.

10. Confidentiality and Privacy

10.1 Both parties shall treat confidential information obtained in the context of the agreement as strictly confidential.

10.2 Personal data shall be processed solely for the execution of the agreement and in accordance with applicable data protection legislation.

11. Applicable Law and Dispute Resolution

11.1 Dutch law shall apply to all agreements, offers and legal relationships between Financieel Fit and the Client.

11.2 Financieel Fit is affiliated with the Financial Services Complaints Institute (KIFID).

11.3 Disputes may be submitted to KIFID for binding advice up to a maximum amount of €25,000, or to the competent Dutch civil court, at the discretion of the Client.

11.4 Financieel Fit agrees in advance to comply with binding advice issued by KIFID within the above monetary limit.

12. Final Provisions

12.1 Deviations from or additions to these Terms and Conditions are valid only if agreed in writing.

12.2 If any provision is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.