

Article 26. Processing personal data

1. If the Client enters personal data into the applications hosted by Sprk Studios, both the Client and Sprk Studios are subject to the Personal Data Protection Act (Wbp), where, according to the terminology of that Act, the Client constitutes the 'responsible party' and Sprk Studios the 'processor'.
2. Pursuant to the Wbp (art. 14), Controller and Processor must enter into an Agreement in respect of the processing of personal data carried out by the Client or Sprk Studios. In the absence of a further explicitly agreed 'processor's agreement', the provisions in this article will count as an Agreement within the meaning of the Wbp.
3. Sprk Studios will ensure an appropriate level of security in view of the risks involved in the processing and the nature of the data to be protected. This, however, only if and insofar as these are located in Sprk Studios's Services or infrastructure.
4. Sprk Studios also guarantees that anyone acting under the authority of Sprk Studios, insofar as they have access to personal data for which the Client is the responsible party, will only process them on behalf of the Client.
5. Client guarantees that it will only enter personal data into Sprk Studios's Services in an entirely lawful manner.
6. If the Client needs to change, remove or hand over data stored in Sprk Studios's Services as part of a legal obligation, for example under the Dutch Data Protection Act (Wbp), Sprk Studios will assist as much as possible. The costs for the work involved may be invoiced separately.

Article 2. &DQFHOOOWRQ&ODXH

- In the event that the Client decides to cancel a signed or accepted proposal from Sprk Studios, the following cancellation fee structure shall apply:
- a. If cancellation occurs within the first 7 days from the date of proposal acceptance, a cancellation fee equal to 50% of the total proposed project price shall be due and payable by the Client to Sprk Studios.
 - b. If cancellation occurs after the aforementioned period, the cancellation fee remains applicable and shall be payable in addition to any expenses or costs already incurred by Sprk Studios up to the point of cancellation.
2. Sprk Studios reserves the right to assess additional charges for any work completed up to the date of cancellation, including but not limited to design concepts, development, and other project-related tasks.

3. The cancellation fee specified herein is intended to compensate Sprk Studios for time, resources, and opportunities allocated to the project, as well as potential business lost due to the cancellation.

4. In the event of cancellation, Sprk Studios shall retain all intellectual property rights to any work completed up to the point of cancellation, including but not limited to design concepts, source code, and other project-related assets.

5. Sprk Studios shall make reasonable efforts to provide the Client with any deliverables and assets produced up to the cancellation date, provided that all outstanding payments and cancellation fees have been settled in full.

6. The Client acknowledges that this cancellation fee is a genuine estimate of the losses incurred by Sprk Studios due to the cancellation and agrees to fulfill the payment obligations outlined in this clause.

Article 28. Final provisions

1. This Agreement is governed by Dutch law.
2. To the extent not otherwise prescribed by the rules of mandatory law, all disputes that may arise as a result of this Agreement will be submitted to the competent Dutch court in Amsterdam.
3. If any provision of this Agreement is found to be invalid, this shall not affect the validity of the Agreement as a whole. In that case, the parties will adopt (a) new provision(s) to replace it, which will give shape to the intention of the original Agreement and General Terms and Conditions as much as legally possible.
4. Information and notices on the Sprk Studios website are subject to programming and typing errors.
5. The version of any communication received or stored by Sprk Studios shall be deemed authentic unless counter-evidence is provided by the Client.
6. In order to promote its services, Sprk Studios is entitled to show third parties which Projects it delivers to the Client, unless the reasonable interests of the Client make this unacceptable or it is agreed otherwise in writing.
7. Sprk Studios has at all times the right to involve third parties in the execution of the Agreement.
8. Each party shall only be entitled to assign its rights and obligations under the Agreement to a third party with the prior Written consent of the other party.