



General Terms and Conditions of Who Is Amsterdam Tours

A. Gudowski h.o.d.n. Who Is Amsterdam Tours (hereinafter: Who Is Amsterdam) is registered with the Chamber of Commerce under number 70567336 and is located at Marnixstraat 66-1-R (1015VW) in Amsterdam.

Article 1 – General

Suppose you make use of the services of Who Is Amsterdam Tours. In that case, you provide several personal data to Who Is Amsterdam Tours, or personal data are obtained from you in the context of the agreement. Personal data is understood to mean all information relating to an identified or identifiable natural person.

Who Is Amsterdam can collect personal data when:

1. In these general terms and conditions, the following terms are used in the following sense unless expressly stated otherwise.
2. Provider: the natural or legal person in the exercise of a profession or business that offers services to Users through the Website.
3. Offer: the offer of an Offeror to a User as well as the offer of Who Is Amsterdam itself to a User.
4. Services: making the Website <https://whoisamsterdam.com/> available to Users for selling (food) products and facilitating the conclusion of an agreement between User and Provider or between User and Who Is Amsterdam .
5. Products: The Products offered by Who Is Amsterdam are (food) products, city walks and other activities.
6. User/Buyer: The natural person who is not acting in the course of a profession or business and who uses the Website or purchases Products from Who Is Amsterdam .
7. Who Is Amsterdam: The service provider that makes the use of the Website available to a User and a Provider as well as offers Products.
8. Website: The Website of Who Is Amsterdam through which User can make use of the services offered and purchase Products from Provider(s) and Who Is Amsterdam.

Article 2 – Applicability

1. These Terms and Conditions of Use apply to any agreement between Who Is Amsterdam and User and to the use of the Website by any User.
2. Deviation from these general conditions is not possible.
3. Who Is Amsterdam will handle the (personal) data of the User with care. Personal data will be processed solely for the purpose of performing the Services of Who Is Amsterdam. Who Is Amsterdam will not process personal data for any other purpose and will never store them for longer than necessary.
More information can be found in the privacy statement of Who Is Amsterdam.
4. The Website of Who Is Amsterdam is in principle not accessible to minors, unless the minor (aged 16 years or older) can demonstrate that it has written permission from a parent and/or legal guardian which shows that the minor may perform the act



in question independently, unless the act in question is customary to perform in social intercourse without written permission.

5. Who Is Amsterdam offers the possibility to Offeror(s) to offer their Services and/or Products on the Website. The Website therefore acts as a link between supply and demand. In the context of this Supply, there are two options.
The offer is made by Who Is Amsterdam itself, resulting in an Agreement between Who Is Amsterdam and User. If an Agreement is User and Who Is Amsterdam, these general terms and conditions apply.
6. Providers are connected to the platform, as a result of which an Agreement can be concluded between User and Provider. If an Agreement is concluded between User and Provider, Who Is Amsterdam is not a contracting party. By booking a service the User immediately enters into an Agreement with the Provider for the execution of the offer as chosen by the User. Unless otherwise agreed with the relevant Provider, User is bound to the service, and User is not entitled to a refund of any monies already paid. Therefore, these general conditions do not apply to the execution of the Agreement between User and Provider and Who Is Amsterdam does not accept any liability.

Article 3 – Offer

1. The Offer on the Website consists of offers from the Offerors as well as offers from Who Is Amsterdam itself. The Offer of the Provider(s) is/are published by Who Is Amsterdam on the Website based on the information supplied by the Provider. Who Is Amsterdam is never liable for the contents of the offer and/or information about the Offeror on the Website. The offer of Who Is Amsterdam is published by Who Is Amsterdam on the Website.
2. User is aware of the contents of the offer as well as his rights and obligations associated with accepting the offer by booking and/or paying for the Provider's service.
3. The offer of Who Is Amsterdam is without obligation, unless explicitly stated otherwise. If the offer is limited or valid under specific conditions, this will be explicitly stated in the offer.
4. The Offer shall in principle contain an accurate description of the Product offered with corresponding prices. The description will be so detailed that the Buyer will be able to make a proper assessment of the offer. Manifest errors or mistakes in the offer cannot bind Who Is Amsterdam. Any images and specific data in the offer are indicative only and may not be grounds for any compensation or the dissolution of the Agreement (at a distance).
5. Delivery times and Terms stated in the Offer of Who Is Amsterdam are indicative and if exceeded shall not entitle the Buyer to rescission or damages, unless expressly agreed otherwise.
6. A composite quotation does not oblige Who Is Amsterdam to deliver part of the goods included in the offer or Offer at part of the quoted price.
7. If and insofar as there is an offer, this does not automatically apply to repeat orders. Offers are valid only until stocks last and according to the 'on sale' principle.

Article 4 – Realization of agreement



1. The Agreement with Provider comes into effect at the moment that User finalizes the Agreement by clicking on the “Book Now” or “Order” button during the placement process of a Provider service through the Who Is Amsterdam Website. In the context of the Agreement between User and Provider, reference is made to Article 2.5.2, and from that moment on the general terms and conditions of Provider apply. From the moment the Agreement is concluded between User and Provider, Who Is Amsterdam is in no way involved in any further implementation of this Agreement.
2. Who Is Amsterdam will confirm the agreement with the Provider to User electronically at the email address provided by User.
3. The agreement can only be executed by the Provider if User has fully and correctly provided his/her contact and new data when planning the Service. User is also obligated to pay for the purchased Service and to immediately report inaccuracies in the payment data provided to Who Is Amsterdam if the Product is purchased from Who Is Amsterdam. Within the framework of the Agreement between User and Provider, reference is made to Article 2.5.2 and from that moment on, the general terms and conditions of Provider apply. From the moment the Agreement is concluded between User and Provider, Who Is Amsterdam is in no way involved in any further implementation of this Agreement. The conditions for execution of the Agreement at Provider may deviate from the conditions laid down in the general terms and conditions of Who Is Amsterdam.
4. The agreement between the Buyer and Who Is Amsterdam comes into effect at the moment the Buyer has placed an order on the Who Is Amsterdam website.
5. Who Is Amsterdam in principle makes its offer through the Website.
6. If the Buyer has accepted the offer by entering into an Agreement with Who Is Amsterdam, Who Is Amsterdam will confirm the Agreement with the Buyer in writing, at least by email. Within the framework of the Agreement between User and Provider, reference is made to Article 2.5.2 and from that moment on, the general terms and conditions of Provider will apply. From the moment the Agreement is concluded between User and Provider, Who Is Amsterdam is in no way involved in any further execution of this Agreement. Confirmation of the Agreement by Provider can be done in another way as laid down in the general terms and conditions of Who Is Amsterdam.
7. If the acceptance deviates (on minor points) from the Offer, Who Is Amsterdam is not bound by it.
8. Who Is Amsterdam is not bound by an Offer if the Buyer could reasonably have expected or ought to have understood that the offer contains an obvious mistake or clerical error. The Buyer cannot derive any rights from this mistake or slip of the pen.
9. The right of withdrawal is excluded for Buyer being a Company. Buyer being a Consumer has the right to exercise its right of withdrawal within the statutory period. If withdrawal is applicable, Buyer shall handle the Product and its packaging with care. It shall only unpack or use the Product to the extent necessary to determine the nature, characteristics and functioning of the Product. The direct costs of returning the Product shall be borne by Buyer.

Article 5 – Cancellation of the agreement

1. Unless otherwise agreed in writing, a **User can cancel the Agreement up to 48 hours** before the relevant service provided by Who Is Amsterdam free of charge. Within the framework of the Agreement between User and Provider, reference is



made to Article 2.5.2 and from that moment on the general terms and conditions of Provider apply. From the moment the Agreement is concluded between User and Provider, Who Is Amsterdam is in no way involved in any further implementation of this Agreement. The possible cancellation period as included in the general terms and conditions of Provider may differ from the cancellation period as included in the general terms and conditions of Who Is Amsterdam.

2. If a force majeure situation beyond the control of Who Is Amsterdam such as, but not limited to extreme weather conditions results in the (city) walk not taking place, Who Is Amsterdam will set an alternative date. If User is unable to participate in the (city) walk on the alternative date, the full amount will be returned to User by Who Is Amsterdam. Within the framework of the Agreement between User and Provider, reference is made to Article 2.5.2 and from that moment on the General Terms and Conditions of Provider apply. From the moment the Agreement is concluded between User and Provider, Who Is Amsterdam is in no way involved in any further implementation of this Agreement. If Provider already offers this possibility it may deviate from the manner included in the general terms and conditions of Who Is Amsterdam.
3. The Provider has the right to cancel the service if User has not filled in his or her data completely and/or correctly.
4. Who Is Amsterdam has the right to refuse a service or cancel an agreement on behalf of the Provider if Who Is Amsterdam suspects abuse by the User. In case of abuse Who Is Amsterdam will also report this to the police.
5. Funds already paid will be refunded by Who Is Amsterdam as soon as possible to the same account as the account with which User paid for the service.

Article 6 – Execution of the Agreement in the event of purchase of Products

1. Who Is Amsterdam will perform the Agreement to the best of its knowledge and ability.
2. The Purchaser shall ensure that all data which Who Is Amsterdam indicates are necessary or which the Purchaser should reasonably understand are necessary for the execution of the Agreement, are provided to Who Is Amsterdam in good time. If Who Is Amsterdam has not been provided in time with the data required to execute the Agreement, Who Is Amsterdam has the right to suspend execution of the Agreement.
3. In the execution of the Agreement Who Is Amsterdam is not obliged or required to follow the Buyer's instructions if this alters the content or scope of the Agreement. If the instructions result in additional work for Who Is Amsterdam, the Buyer is obliged to pay the additional or supplementary costs accordingly.
4. Who Is Amsterdam may, before proceeding to execute the Agreement, require security from the Buyer or full payment in advance.
5. Who Is Amsterdam is not liable for damages of any kind arising because Who Is Amsterdam has relied on incorrect and/or incomplete data provided by the Buyer, unless such incorrectness or incompleteness was known to Who Is Amsterdam.
6. Buyer indemnifies Who Is Amsterdam for any claims by third parties, who suffer damages in connection with the execution of the Agreement and which are attributable to Buyer.



Article 7 – Delivery of Products

1. If the commencement, progress or delivery of the Agreement is delayed because, for example, the Buyer has not or not timely supplied all requested information, fails to cooperate sufficiently, the payment or instalment has not been received in time by Who Is Amsterdam or any other circumstances beyond Who Is Amsterdam's control result in a delay, Who Is Amsterdam shall be entitled to a reasonable extension of the delivery period. All agreed delivery periods are never strict deadlines. The Purchaser must give Who Is Amsterdam written notice of default and grant it a reasonable period in which to deliver as yet. The Purchaser is not entitled to any compensation as a result of the delay that has occurred.
2. The Buyer is obliged to take delivery of the goods at the time they are made available to it in accordance with the Agreement, even if they are offered to it earlier or later than agreed.
3. If the Buyer refuses to take delivery or is negligent in providing information or instructions necessary for delivery, Who Is Amsterdam shall be entitled to store the goods at the expense and risk of the Buyer.
4. If the Products are delivered by Who Is Amsterdam or an external carrier, Who Is Amsterdam is entitled to charge delivery costs, unless otherwise agreed in writing. These will then be invoiced separately unless explicitly agreed otherwise.
5. If Who Is Amsterdam requires information from the Buyer within the framework of the execution of the Agreement, the delivery period will not commence until the Buyer has provided Who Is Amsterdam with all the information necessary for the execution.
6. If Who Is Amsterdam has given a term of delivery, it is indicative. For delivery outside the Netherlands longer delivery periods apply.
7. Who Is Amsterdam is entitled to deliver the goods in parts, unless this has been deviated from by Agreement or the partial delivery has no independent value. Who Is Amsterdam is entitled to invoice the thus delivered goods separately.
8. Deliveries will only be made if all invoices have been paid unless explicitly agreed otherwise. Who Is Amsterdam reserves the right to refuse delivery if there is a well-founded fear of non-payment.

Article 8 – Packaging and transport

1. Who Is Amsterdam undertakes towards the Buyer to package the goods to be delivered properly and to secure them in such a way that they will reach their destination in good condition during normal use.
2. Unless otherwise agreed in writing, all deliveries shall be inclusive of sales tax (VAT), including packaging and packaging materials.
3. Acceptance of goods without any comments or observations on the bill of lading or receipt shall be considered proof that the packaging was in good condition at the time of delivery.

Article 9 – Examination, complaints about Products

1. The Buyer shall be obliged to examine (or cause to be examined) the Products delivered at the time of delivery, but in any event within 14 days of receipt of the Products, and only to unpack or use them to the extent necessary to assess whether they retain the Product. In doing so, the Purchaser shall examine



whether the quality and quantity of the goods delivered corresponds to the Agreement and whether the Products meet the requirements applicable to them in normal (business) transactions.

2. Buyer is obliged to investigate and inform itself on how the Product should be used and in case of personal use, to test the Product in accordance with the directions for use. Who Is Amsterdam does not acknowledge liability for incorrect use of the Product by Buyer.
3. Any visible defects or shortages should be reported in writing to Who Is Amsterdam after delivery at hello@whoisamsterdam.com. The buyer has a period of 14 days after delivery. Non-visible defects or shortages should be reported within 14 days after their discovery but no later than 6 months after delivery. If the Product is damaged due to careless handling by the Buyer, the Buyer is liable for any reduction in value of the Product.
4. If pursuant to the preceding paragraph is claimed in time, the Buyer remains obliged to pay for the purchased goods. If the Buyer wishes to return defective goods, it does so only with the prior written permission of Who Is Amsterdam in the manner indicated by Who Is Amsterdam.
5. If Buyer exercises his right of withdrawal, he will return the Product and all accessories, as far as reasonably possible, in original condition and packaging to Who Is Amsterdam, in accordance with the return instructions of Who Is Amsterdam. The direct costs for return shipments are at the expense and risk of the Buyer.
6. Who Is Amsterdam is entitled to initiate an investigation into the authenticity and condition of the returned Products before a refund will be made.
7. Refunds to Buyer will be processed as soon as possible, but may take up to 14 days after receipt of Buyer's statement of rescission. Refunds shall be made to the account number previously provided.
8. If Buyer exercises its right of complaint, Buyer being a business has no right to suspend its payment obligation nor to set off outstanding invoices.
9. In case of failure to deliver in full, and/or if one or more Products are missing, and this is attributable to Who Is Amsterdam, Who Is Amsterdam will, upon request of the Buyer, send the missing Product(s) or cancel the remaining order. The receipt of the Products is leading in this case. Any damage suffered by the Purchaser as a result of the (deviating) scope of delivery cannot be recovered from Who Is Amsterdam.

Article 10 – Use of the Website

1. The User is prohibited from copying and/or otherwise reproducing, disclosing or modifying the (content) of the Website without the prior written consent of Who Is Amsterdam.
2. User is expressly prohibited from infringing upon the intellectual property rights of Who Is Amsterdam as well as the good name of Who Is Amsterdam. All intellectual property rights and copyrights of the Website, including graphic designs, ideas and the like relating to the Website are the exclusive property of Who Is Amsterdam and are explicitly not transferred to User.
3. User shall ensure that all data, which Who Is Amsterdam indicates are necessary or which User should reasonably understand are necessary for access and/or use of the Website.



4. Who Is Amsterdam is not liable for damages of any kind arising because Who Is Amsterdam has relied on inaccurate and/or incomplete data provided by the User, unless such inaccuracy or incompleteness was known to Who Is Amsterdam.
5. User is at all times responsible for all data and information he provides on the Website. If User suspects that the data provided by him is incorrect or incomplete, User shall immediately inform Who Is Amsterdam and still provide the correct information. User is responsible for keeping his/her data up-to-date.
6. Who Is Amsterdam is entitled to change (parts of) the Website, as well as its Services. User will be informed timely of any changes.
7. User is obliged to respect all technical safeguards and other provisions of the Website of Who Is Amsterdam, as well as the intellectual property rights thereon.
8. User has an independent responsibility for the use of the Website. User is at all times obliged to comply with the following rules during the use of the Website. User shall refrain from: Publishing and distributing information through the Who Is Amsterdam Website, in violation of Dutch laws and regulations, which in any case includes: data without the consent of the copyright holder, defamatory information, or information that insults, discriminates, threatens, is racist in nature, hate speech, and information that contains child or otherwise punishable pornography. Also, information that violates the privacy of third parties (including stalking), as well as torrents, viruses, spam, backlinks and hyperlinks (that refer to such information on third-party Websites), loans, lotteries and/or gambling, drugs, and any other type of content that can harm the Internet or e-mail traffic of third parties. The start-up and/or downloading, whether or not via the Website itself, of processes or programs that the User knows, should know or can reasonably suspect will hinder or damage Who Is Amsterdam or third parties.
9. Who Is Amsterdam is not liable for damages caused by complications related to the availability or functioning of third-party information, as well as those resulting from use of the Website in violation of conditions or for purposes other than those for which the Website is intended.

Article 11 – Notice and Takedown

1. In case of (possible) criminal acts Who Is Amsterdam is entitled to report this and to hand over the data supplied by the User to the competent authorities as well as to take all actions required of it within the framework of the investigation. Who Is Amsterdam is entitled to deny the User access to the Website and/or terminate the use of the Website.
2. In addition to the obligations under the law, damage caused by incompetence or failure to act in accordance with the above points will be at the expense and risk of the User.
3. User is responsible for the proper security of the (mobile) device on which he uses the Website.
4. If and insofar as there is an infringement on the rights of Who Is Amsterdam or third parties and/or unlawful action by the User, Who Is Amsterdam is entitled to impose restrictions on the use of the User. Who Is Amsterdam shall remove any infringing/harmful information immediately. Who Is Amsterdam is not liable for damages of any kind suffered by the User as a result of the User's actions.



5. Any User may report indications and/or complaints to Who Is Amsterdam about an infringing Offer, or complaints about other Users. A report can be made by sending an email to hello@whoisamsterdam.com.

Article 12 – Availability of Website

1. Who Is Amsterdam does not guarantee that the Services and products will always meet the expectations aroused in advance. Who Is Amsterdam will make an effort to offer (access to) the Website to the User without interruption, but cannot guarantee the full availability of the Website at all times. Who Is Amsterdam is entitled to suspend the use of the Website if and to the extent that in its opinion the faultless functioning of the Website is endangered. Who Is Amsterdam is furthermore entitled to take all measures it reasonably considers necessary to ensure the effective functioning of the Website.
2. Who Is Amsterdam only offers the use of the Website. Who Is Amsterdam is in no way involved in the conclusion of an agreement between Users and Providers and the execution thereof, unless Who Is Amsterdam itself offers Products on the Website.
3. Who Is Amsterdam never has any responsibility over and/or influence on the delivery of the Offered Services by Providers. All information and figures displayed on the Website are subject to spelling and typing errors. Who Is Amsterdam is never liable if the services of the Provider do not meet the expectations of a User.

Article 13 – Payment and collection policy

1. At the time the service is made final by User, User is obligated to pay Provider for the service. User has to pay the service of Provider in the manner determined by Provider. The service of Who Is Amsterdam must be paid for in the manner determined by Who Is Amsterdam.
2. Provider and Who Is Amsterdam may require User to make an advance payment.
3. Chargebacks are in principle not possible. Only if the User has planned a service, and the service is cancelled by the Provider, is chargeback possible. A refund will only be made to the same account as the account from which the payment was made.
4. Who Is Amsterdam is authorized on behalf of the Provider to receive (online) payment from User, unless otherwise agreed.
5. In the event of Buyer's liquidation, bankruptcy, attachment or suspension of payments, the claims of Who Is Amsterdam against Buyer are immediately due and payable.
6. Who Is Amsterdam has the right to have payments made by the Buyer go first of all to reduce the costs, then to reduce the interest that has fallen due and finally to reduce the principal sum and the current interest. Who Is Amsterdam may, without thereby falling into default, refuse an offer of payment if the Buyer designates a different sequence of attribution. Who Is Amsterdam may refuse full repayment of the principal sum, if not also the vacant and current interest and costs are paid.
7. If Buyer does not meet its payment obligation and has not fulfilled its obligation within the stipulated payment period of 14 days, Buyer being a Company is in default. The Buyer, being a Consumer, will first receive a written reminder with a term of 14 days after the date of the reminder to fulfil the payment obligation with an



indication of the extrajudicial costs if the Consumer does not fulfil its obligations within this term, before it is in default.

8. From the date that the Buyer is in default, Who Is Amsterdam shall, without further notice, claim the statutory (commercial) interest from the first day of default until full payment and compensation for extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code to be calculated according to the graduated scale from the Decree on the compensation of extrajudicial collection costs of 1 July 2012.
9. If Who Is Amsterdam has incurred more or higher costs that are reasonably necessary, such costs are eligible for compensation. Also the judicial and execution costs incurred are for the account of the Buyer.

Article 14 – Obligations of the User for a city tour

1. Minors must at all times be accompanied by an adult, whether or not that person is a parent and/or legal representative. The adult is at all times responsible for the conduct of the minor and for ensuring compliance with the rules of conduct as referred to in these General Terms and Conditions.
2. By participating in the Service, the User confirms that he is capable of walking a reasonable distance.
3. During her participation in the Service the User is required to behave in accordance with public order, good morals and the rules of decency applicable to the nature of the Service. If and insofar as applicable, the User must in this respect comply with the directions and instructions given by (employees of) Who Is Amsterdam.
4. It is prohibited to bring glassware, alcoholic beverages, fireworks, (fire) weapons and/or other dangerous objects, including in any case all legally prohibited items and substances, to the Service.
5. In the context of the Agreement between User and Provider, reference is made to Article 2.5.2. and from the moment the Agreement between User and Provider is established, the general terms and conditions of Provider apply. Who Is Amsterdam is not involved in any way in the execution of this Agreement and the obligations that Provider imposes on User may therefore differ from the obligations set out in these general terms and conditions.

Article 15 – Limitation of Liability

1. Who Is Amsterdam shall not be liable if it is unable to perform its obligations due to force majeure, nor can it be held to fulfil any obligation if it is hindered to do so due to a circumstance that is not due to its fault and not under the law, a legal act or generally accepted practice. Force majeure is in any case understood to mean, but is not limited to, that which is stated in the law and jurisprudence, (i) force majeure of suppliers of Who Is Amsterdam, (ii) failure to properly fulfill obligations of suppliers, (iii) defectiveness of goods, equipment, software or materials from third parties, (iv) government measures, (v) power failure, (vi) failure of internet, data network and telecommunications facilities (for example by: cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes at the company of Who Is Amsterdam and (xi) other situations which, in the opinion of Who Is Amsterdam, are beyond its control that temporarily or permanently prevent the performance of its obligations.



2. If and to the extent that any statutory provision does not preclude this, Who Is Amsterdam excludes all liability for damage suffered by User by virtue of (i) the use of Who Is Amsterdam's Services, (ii) purchase of the services of Providers through the Website, (iii) the non-availability or incomplete or secure availability of the Website, (iv) changes in, to or on the Website or Who Is Amsterdam's Services and (v) any incorrect and/or incomplete information on the Website.
3. Who Is Amsterdam excludes all consequential damages. This also includes all indirect damages, business interruption, loss of profits and/or losses, missed savings, damage due to business stagnation, property losses, delay damage, interest damage and immaterial damage.
4. If and to the extent Who Is Amsterdam proves to be liable, its liability shall be limited to a maximum amount of € 250.
5. All claims of the User on account of shortcomings on the part of Who Is Amsterdam lapse if they have not been reported in writing and substantiated to Who Is Amsterdam within one year after the User was aware or could reasonably have been aware of the facts on which it bases its claims. One year after the termination of the agreement between the parties, the liability of Who Is Amsterdam expires.

Article 16 – Warranty

Who Is Amsterdam guarantees that the Products comply with the Agreement, the specifications mentioned in the offer, usability and/or soundness and the legal rules/regulations at the time of concluding the Agreement. This also applies if the goods to be delivered are intended for use abroad and the Buyer has explicitly notified Who Is Amsterdam in writing of this use at the time of entering into the Agreement.

Article 17 – Indemnification

User shall indemnify Who Is Amsterdam for third party claims regarding the damage suffered by them based on (i) the use of the services of the Provider, purchased through the Website, (ii) the use of the Services of Who Is Amsterdam, (iii) the unlawful content of the offer and/or the services provided by the Provider and (iv) the conclusion of an agreement with the Provider based on an Offer.

Article 18 – Complaints

1. If a User is not satisfied with the Services of Who Is Amsterdam, User is obliged to report these complaints as soon as possible, but no later than within 7 calendar days after the relevant reason that led to the complaint. Complaints can be reported orally or in writing via hello@whoisamsterdam.com with the subject "Complaint". Within the framework of the Agreement between User and Provider, reference is made to Article 2.5.2 and from the moment the Agreement between User and Provider is concluded, the general terms and conditions of Provider apply. Who Is Amsterdam is in no way involved in the execution of this Agreement and the manner in which Provider receives complaints may therefore differ from the manner laid down in these general terms and conditions.
2. The complaint must be sufficiently substantiated and/or explained by User in order for Who Is Amsterdam to process the complaint.



3. Who Is Amsterdam will respond substantively to the complaint as soon as possible, but no later than 7 calendar days after receipt of the complaint.
4. The parties will try to reach a solution together.

Article 19 – Amendments terms of use

Who Is Amsterdam is free to amend (parts of) the Website, as well as the content of its Services and these general terms and conditions. The amended terms and conditions will be published on the Website with the latest updated date. User will also receive an email 30 days prior to the entry into force of the amended terms and conditions with the relevant changes. If User does not agree with the content of the amendments User may terminate the agreement immediately. User will receive a further email on how the agreement can be terminated. If User does not reject or otherwise object to the changes in a timely manner, at least not before the date they take effect, or terminates the agreement, User agrees to the changed terms and conditions. Even if User uses the Website from the date the changes come into effect, User is deemed to have accepted the changed terms and conditions.

Article 20 – Applicable law

1. The legal relationship between Who Is Amsterdam and User, and Who Is Amsterdam and User is governed by Dutch law.
2. All disputes arising out of or in connection with the agreement between Who Is Amsterdam and User, or out of the use of the Website by User shall be settled by the competent court of Amsterdam, location Amsterdam unless provisions of mandatory law designate another competent court.

Amsterdam, August 26, 2024