

Terms and Conditions

Article 1: What are these general terms and conditions for?

1. We have a number of agreements that apply to everyone and to all our services, for example, in the field of liability or payment for our services. We record these agreements within these general terms and conditions.
2. These general terms and conditions apply to the agreements between LMIS Global (Europe) B.V., with its registered office in Amsterdam: - Olympisch Stadion 24-28, 1076 DE Amsterdam, The Netherlands, and you.
3. The terms below appear more often in the conditions, that is why we have explained them briefly hereunder.
 - a. You: the natural or legal person to whom we make an offer/ made an offer or with whom we have concluded an agreement
 - b. We: LMIS Global (Europe) B.V.
 - c. Assignment: the assignment you have given us to advise on or mediate in the conclusion of a financial product.
 - d. Financial product: an insurance on which we will advise and/or mediate in the conclusion.
 - e. Financial institution: the provider of the financial product.
 - f. Written: by letter, by email, by WhatsApp or any other form of communication that can be equated with.
4. These general terms and conditions apply to all our services and any order given to us.
5. Not only our office, but also our Director's and/or partners and all persons working for us can invoke the conditions, even when these people no longer work for us.
6. If the content of any written agreements between you and us deviates from what is stated in these general terms and conditions, then the agreements we have made together in writing take precedence.
7. If any provision of these general terms and conditions is found to be invalid, only the relevant provision will be excluded. All other provisions remain in effect. The invalid provision will then be replaced by a valid provision that corresponds as closely as possible to the purpose and intent of the invalid provision.
8. Any terms and conditions you refer to when closing an agreement with us do not apply unless we have accepted it in writing and without reservation.
9. An agreement between you and us is officially established if we have recorded it in writing, or if we have started executing it. We may always refuse an assignment you give us, without having to give an explicit reason.
10. Any order that you provide to us is exclusively concluded with our office and is carried out by our office. Even if it is/was your intention that the assignment will be/would be carried out by a specific person who works for us.

11. Each order given to us leads exclusively to a 'best efforts' obligation on our part, not to an obligation of a result. Unless this is apparent from the nature of the assignment given, or if we agree otherwise in writing.
12. The terms specified by us for the execution of an order are intended as a guideline and not as a strict deadline unless we have agreed this with you in writing.
13. If you send us an email, text message or WhatsApp, you can only trust that this message has reached us when we have confirmed this to you. By this we do not mean an automatic digital confirmation. If you have not received a confirmation from us within 48 hours of sending, please contact us to verify that we have actually received the message.
14. Sometimes we provide general information, for example on our website or at your request. This information is without obligation and can never be regarded as advice given by us for or about an assignment given to us. Unless we let you know or the information concerns advice tailored to your personal situation.
15. We use the contact details you provide for our communication with you. If these contact details change, you must inform us in writing. Only then will we use the new data.

Article 2: What should you take into account when making offers, quotations and advice?

1. You cannot derive any rights from calculations we have made with regard to the costs of a financial product. You should regard these calculations as provisional and indicative because there may be interim changes in premiums. We can only provide you with a final calculation when a financial institution has submitted an offer that has been accepted by you.
2. You cannot derive any rights from forecasts provided by us about possible results to be achieved from financial products with an investment and/or investment component. These forecasts are only an indication. We do not warrant the accuracy of any forecasts provided by the financial institution for such products.

Article 3: We can engage third parties.

1. If necessary, we may, in the execution of the business provided to us, use third parties. If costs are involved, we will pass these costs on to you.
2. If we have to make use of external advisors (such as accountants, lawyers or tax specialists) in the performance of the assignment given to us, we will consult with you in advance as much as possible. We will of course take the necessary care in the selection of the relevant advisor. We are not liable for (attributable) shortcomings of these external advisors.

Article 4: Agreements about our fee and payment thereof.

1. We have various forms of service, for which we can be rewarded in different ways. At the start of the assignment, we will establish the scope of our services and the method of remuneration in writing with you. Our reward can consist of:
 - a. Commission. The fee for our services is then included in the amounts that the financial institution charges you.
 - b. Transaction rate / fee. We must charge a fixed amount in costs (fee) for a specifically described assignment and/or work.
2. We will always pass on changes in government-imposed taxes and/or levies to you. We have the right to increase agreed rates annually. We then base this on the Consumer Price Index (“CPI”) of Statistics Netherlands.
3. You must pay our invoices within 14 days of the invoice date in the manner prescribed by us unless we make other arrangements with you in writing.
4. If you do not pay the amounts charged by us within the agreed term - in that case, you must pay statutory interest on this, without the need for a prior notice of default. If you do not pay the reminder - then we can outsource the collection of our claim. You must therefore pay any extrajudicial collection costs determined by law.
5. We first deduct all payments you make from all interest due and costs that we receive from you, and then from the due and payable invoices that have been outstanding the longest. We also do this if you let us know with your payment that the payment relates to a later invoice.
6. If in our opinion your creditworthiness gives cause to do so, we may ask you to provide us with sufficient certainty that you can meet your payment obligations. Until you provide that security, we may suspend the provision of our services.

Article 5: What we expect from you.

1. You must provide us with any information we request from you. You must also provide us with information that may be relevant for the proper execution of the assignment given to us. You must also let us know immediately if anything changes in your personal or business situation. You are also fully responsible for the correctness and completeness of all information you provide to us.
2. We have a duty of care to our customers, but we can only comply if you strictly comply with your information obligation. If you do not do this, we may suspend the execution of the assignment.
3. We may send you an invoice on behalf of a financial institution for premiums for a financial product. You are responsible for the timely payment thereof. Failure to

pay or late payment of such an invoice can have major consequences. Your insurance may no longer provide coverage.

4. You must ensure that any data carriers provided to us, files etc., are free of viruses and defects.

Article 6: What should you do if you have a complaint?

1. Complaints are handled internally by us. You must submit your complaint to us in writing. We will always try to find a solution to your complaint.
2. We are affiliated with the Financial Services Complaints Institute (KiFiD) under number 300.018085. If you are not satisfied with how we resolve your complaint, you can submit the complaint for binding advice to KiFiD, but of course also to the civil court.
3. We will adhere to a binding advice issued by the Financial Services Disputes Committee up to €5,000. If this amount is higher, we have the right not to cooperate with the binding advice, as stated in the Financial Services Disputes Committee Regulations (KiFiD). You can of course submit your complaint or dispute to a judge.
4. If you have a complaint about work performed by us, or about the amount charged by us, then you must submit a complaint in writing. This must be done within one year after you have received the documents, information or invoice to which your complaint relates. Or after you could reasonably have been aware of the shortcoming found by you. After this period, your right to address us will expire.
5. All rights of action and other powers you have in connection with work performed by us, lapse in any case five years after the moment you became aware or could reasonably have become aware of the existence of these rights and powers.

Article 7: Agreements about our liability.

1. We will of course treat your order with the utmost care and attention. In the unlikely event that we make a mistake, the following applies. The liability of us and all other persons who may invoke these terms and conditions is limited. We are liable at most up to the amount that is paid out in the relevant case on the basis of the professional liability insurance taken out by us, plus the deductible. We can share more information about our Professional Liability insurance with you on request.
2. If our Professional Liability insurance does not provide cover in a specific case, our liability is limited to a maximum of the total fee that we have charged you for the assignment in question. If we have not charged you a fee for our services, our liability is limited to the annual premium of the financial product to which your claim relates, with a maximum of €5,000.

3. We carry out the assignment given exclusively for your benefit. Third parties cannot derive any rights from the content of the work performed for you.
4. We are never liable for damage from you or third parties:
 - a. If this is the result of incorrect, incomplete or the late submission of information by you.
 - b. Arising from errors in software used by us unless we can recover the damage from the supplier of the software.
 - c. That arises from the circumstance that you have not paid amounts due to the financial institution on time.
5. We remain liable for damage caused by our intent or conscious recklessness.

Article 8: Protection of your personal data

1. We handle all personal data that you share with us with care. We do not use this information for any purpose other than to carry out your assignment, or to send you general brochures or newsletters. We never share your data with third parties unless it is required by law or public order to provide your data to a designated authority.
2. If you object to us including your personal data in a mailing list, then let us know in writing and we will immediately remove your data from the relevant file.
3. We keep all information received from you during the term of the agreement and store it in a careful manner. We take all reasonable measures to prevent the loss of, or unwanted access to, this information (for example due to viruses, technical failures, cybercrime, etc.).
4. We are never liable for loss or loss of this information – whether through cybercrime – unless this is due to intent and/or deliberate recklessness on our part. You ensure that you always keep a copy of the information provided to us.

Article 9: We can change these terms and conditions.

1. We may unilaterally change the content of these terms and conditions. If we do, we'll let you know and send you the amended terms and conditions. You may object to the applicability of the amended terms and conditions within 30 days of the date on which you were notified of the relevant changes. We will then consult with you about the content of the relevant general terms and conditions. If you do not object to the changed content of the general terms and conditions, these will apply from the date specified by us.