

By creating your **OBP**[®] account, **you accept this User Agreement**. It applies to the Set-up phase. When you plug in the result of the Set-up phase, we will present you with an additional agreement, the DPA (see below).

You = You/your company

We/us = Online Booking Studios

1. You have six months to set up and use the **OBP**[®] for free on your website(s). After these six months, we will ask you whether you want to subscribe. If you choose not to subscribe, we will close your account after one month. If you subscribe, we will send you an invoice for a one-year subscription fee (€97, exclusive of VAT). The payment term is 30 days.
2. You have the right to use the **OBP**[®] on *your company's* (multiple) website(s).
3. You can delete your account or stop using the **OBP**[®] at any time. Once you have paid your subscription fee it is non-refundable.
4. We treat your data confidentially. For the protection of *personal* data, see our GDPR-based Privacy Statement. The Privacy Statement is part of this User Agreement.
5. You agree to accept updates of the **OBP**[®] and to use the latest update (there is always only one version available).
6. You agree to allow us to advise you, solicited or unsolicited, especially during Setup.
7. Our work is protected under copyright law: © 2019-2020 Online Booking Studios. If necessary, we will take legal action against violation or plagiarism. We do not violate the intellectual property rights of others.
8. If you breach the terms of this agreement or use the **OBP**[®] for unlawful activities, we have the right to close your account and terminate the use of the **OBP**[®].
9. Damage or loss is virtually impossible *during Setup*. However, you will not hold us liable for damage or loss as a result of *force majeure*, or as a result of downtime caused by maintaining our servers or updating the **OBP**[®]. You cannot claim compensation during the six-month trial period. After the first payment, compensation will never exceed the amount of the annual subscription.
10. Should a dispute arise, the English texts will prevail. The Netherlands law applies, and the competent court is the [district court of Arnhem-Leeuwarden](#).

Data Processing Agreement (DPA)

When you plug the **OBP**[®] into your website, you will receive bookings, and therefore the *personal data* of your customers. You are now not only 'our' *data subject* but also a *controller of your data* subjects (your customers). And we are not only the *controller* of your data but also the *processor* of your customers' data. The GDPR now requires a **data processing agreement** (DPA) between you and us. This DPA is part of the User Agreement. We will ask you to agree to the DPA when you plug in the **OBP**[®]. At that point, we will need your company's address.