

GENERAL TERMS AND CONDITIONS OF EXPATS OVERSEAS

ARTICLE 1 DEFINITIONS

In these General Terms, the following definitions shall have the following meaning:

Agreement	means an agreement by and between Expats Overseas and the Client for the provision of Communication and Filing Services;
Expats Overseas	means Americans Overseas B.V., a limited liability company incorporated under the laws of The Netherlands, having its seat in Amsterdam, The Netherlands and its office address at Meester Treublaan 7, 1079 DP Amsterdam, The Netherlands, registered with the Trade Register of the Chamber of Commerce under number 62897950;
Article	means an article of these General Terms;
Client	means any natural person or legal person that enters into an Agreement;
Communication and Filing Services	means the service whereby Americans Overseas shall on behalf of the Client provide the Filing Information of the Client to a Service Provider, require the Service Provider to prepare the draft of the Filing and submit the same to the Client for approval;
Filing	means the actual filing of tax return(s) for and on behalf of a Client as well as the assistance of the Client in completing other official forms and documents;
Filing Information	means any and all information necessary or at any stage deemed helpful by Americans Overseas and/or a Service Provider for the completion of a Filing;
General Terms	means these general terms and conditions;
Information Services	means the service whereby Americans Overseas is providing general information, that could include links to third party websites, with respect to the possible taxation in the United States of individuals that reside outside of the United States of America and the consequences thereof;

Intake	means an actual intake meeting, which may be a meeting via telephone or video call;
Intake Form	means an intake form as included in the Website;
Network	means a network of Service Providers that are engaged by Americans Overseas as Service Providers that may be recommended by Americans Overseas within the Recommendation Services;
Recommendation Services	means the service whereby Americans Overseas recommends a Service Provider to a Visitor based on the information provided and the services requested by the Visitor in a completed and submitted Intake Form;
Service Provider	means a professional service provider that provides one or more of the Third Party Services;
Services	means both the Communication and Filing Services and the Recommendation Services;
Third Party Services	means such (professional) services for which Americans Overseas provides the Recommendation Services, which may be amended from time to time;
Visitor	means a visitor of the Website that is
Website	means the website www.Americansoverseas.org .

ARTICLE 2 APPLICABILITY

2.1 These General Terms apply to any and all use of the Services.

2.2 The general terms and conditions of a Client, Visitor and/or any other party are herewith explicitly rejected and excluded.

2.3 Americans Overseas shall be allowed to amend these General Terms unilaterally.

2.4 Any amendment of the General Terms shall become effective to the relationship by and between Americans Overseas and a Visitor as of the moment on which the amended General Terms are made available to the Visitor via the Website or otherwise.

2.5 Any amendment of the General Terms shall become effective to the relationship by and between Americans Overseas and a Client within fourteen (14) days as of the date on which Americans Overseas informs the Clients of such amendment. Following any amendment to these General Terms, the Client shall – during a period of fourteen (14) days – be entitled to terminate the Agreement with Americans Overseas.

ARTICLE 3 THE SERVICES

3.1 Any Visitor is enabled to make use of the Information Services. The Information Services are offered to visitors free of any charge and are provided on a best effort basis, without accepting any liability for the content of the Information Services or any part thereof, included but not limited to the content of third-party websites to which the Website (directly or indirectly) links.

3.2 Subject to the completion and submission of an Intake Form, a Visitor is enabled to make use of the Recommendation Services.

3.3 In the event that a Visitor completes and submits an Intake Form, Americans Overseas shall – within a maximum of five (5) Working Days –recommend to the Visitor one or more Service Providers for the Visitor to contact directly.

3.4 As part of the Recommendation Services, Americans Overseas may also provide a Visitor the option not to contact a Service Provider directly, but (instead) opt for the Communication and Filing Services as further referred to in Article 5, as far as the services requested by the Visitor are covered by the Communication and Filing Services.

ARTICLE 4 RECOMMENDATION SERVICES

4.1 By means of the completion and submission of the Intake Form, the Visitor explicitly requests Americans Overseas to provide the Visitor with a (in no manner binding) recommendation of a Service Provider for such Third Party Services as specifically indicated by the Visitor.

4.2 Americans Overseas shall, on the basis of the content of the Intake Form, including but not limited to the request of certain Third Party Services, as provided by the Visitor, try – on a best effort basis – to recommend to the Visitor a Service Provider within its Network that is deemed capable of offering the Third Party Services needed and/or requested by the Visitor. In its effort to provide a recommendation, Americans Overseas shall in no event provide or be deemed to provide any (financial and/or fiscal and/or other) advice to the Visitor.

4.3 Any Service Provider recommended by Americans Overseas may be having its offices within the country of residence of the Visitor and/or any other country (explicitly including, but not limited to, the United States of America).

4.4 Following the recommendation of a Service Provider as referred to in Article 4.3, the Visitor shall be free to determine whether or not it wishes to contact the Service Provider recommended by Americans Overseas. In the event the Visitor wishes to contact the Service Provider and to enter into an agreement with such Service Provider (to which Americans Overseas is explicitly no party), the initiative to do so shall be fully with the Visitor. Americans Overseas shall not provide any further connection services by and between the Visitor and a Service Provider, unless explicitly agreed otherwise by and between the Visitor and Americans Overseas.

4.5 Americans Overseas undertakes to use its best efforts to maintain its Network and shall use its best efforts to ensure that the Service Providers within its Network adhere to certain

minimum quality criteria, that are set by Americans Overseas in its sole discretion from time to time. Irrespective of the aforementioned, a recommendation of a Service Provider by Americans Overseas is explicitly done without any warranty to the quality of the services provided by the Service Provider.

4.6 The Visitor shall not be due any fee to Americans Overseas for the Recommendation Services. Americans Overseas operates as a party independent in recommending a Service Provider out of its Network, provided that Americans Overseas is entitled to a fee from the Service Provider out of the Network that was recommended to the Visitor in the event that an agreement is entered into by the Visitor and the relevant Service Provider.

ARTICLE 5 COMMUNICATION AND FILING SERVICES

5.1 Upon recommendation of a Service Provider as referred to in Article 4.3, Americans Overseas may also offer to a Visitor the Communication and Filing Services, as far as the services requested by the Visitor are covered by the Communication and Filing Services.

5.2 In the event a Visitor is willing to use the Communication and Filing Services, the Visitor shall inform Americans Overseas of the same. In such event, the Visitor shall be invited to an Intake in which certain additional information is requested from the Visitor and an offer for the Communication and Filing Services is made by Americans Overseas. Any such offer shall be ready for acceptance for a duration of thirty (30) days as of the date of the offer, unless explicitly included otherwise in the offer itself.

5.3 Upon acceptance of the offer by the client by means of the payment of a deposit to the fee due to Americans Overseas for the Communication and Filing Services, an Agreement is entered into. Following the entering into an Agreement, the Client shall be required by Americans Overseas to provide the Filing Information.

5.4 Following the provision of all Filing Information, Americans Overseas shall submit such Filing Information to a Service Provider, after which the relevant Service Provider shall prepare draft of the Filing.

5.5 In the event that it becomes apparent that the Communication and Filing Services offered to the Client do not match the Clients actual position, for instance pursuant to submission by the Client of Filing Information, Americans Overseas may terminate the Agreement and refer the Client to a Service Provider in such manner as referred to in Article 4.

5.6 In the event the Service Provider has any additional questions and/or requests for further information, the Service Provider shall direct the same to Americans Overseas and Americans Overseas shall submit the same to the Client.

5.7 The Client undertakes to answer any and all questions submitted by Americans Overseas and/or provide any requested information as soon as reasonably possible.

5.8 Following the completion by the Service Provider of a draft of the Filing, such draft shall be submitted by the Service Provider to Americans Overseas and subsequently Americans Overseas shall as soon as reasonable possible submit the same to the Client.

5.9 The Client shall review the draft of the Filing. In the event the Client agrees to the draft of the Filing, the Client shall approve the draft of the Filing and inform Americans Overseas of such approval. In the event the Client does not approve the draft of the Filing, the Client shall inform Americans Overseas of such decline and inform Americans Overseas of the reasons for its disclamation.

5.10 Following approval of the draft of the Filing, the final invoice of Americans Overseas shall be submitted to the Client. Immediately following the payment of such invoice, the final Filing shall be submitted to the Client.

5.11 In the event of a disclamation by the Client of the draft of the Filing, Americans Overseas shall inform the Service Provider thereof and provide to the Service Provider the reasons for the disclamation as provided by the Client. In such event, the Service Provider shall try and use its best efforts to (i) amend the draft of the Filing, as far as such amendment is possible and allowed, in such manner as to overcome the reasons for disclamation and/or (ii) explain why no amendments are possible and/or allowed. The draft of the Filing (in amended form if and when amended) and the explanation (if any) shall be submitted to Americans Overseas, who shall submit the same to the Client. After any such submission, the principles as referred to in Article 5.8 and further once again apply.

5.12 Taking into account the aforementioned procedures, the Service Provider shall in no event contact the Client directly, unless following the prior approval of both Americans Overseas and the Client.

5.13 For the avoidance of any doubt, Americans Overseas shall in no event be held and in no event represents that the Service Provider engaged as a part of the Communication and Filing Services is the same Service Provider as the Service Provider that was recommended to the same Client within the Recommendation Services.

ARTICLE 6 OBLIGATIONS OF AMERICANS OVERSEAS

6.1 Americans Overseas shall use its best efforts to provide the Recommendation Services in accordance with Article 4 and the Communication and Filing Services as referred to in Article 5.

6.2 Americans Overseas shall use its best efforts to have the Website and the software operating on its Website from time to time operational on a 24/7 basis, however Americans Overseas does not warrant the continuous and uninterrupted operation of and access to the Website and the software operating on its Website.

ARTICLE 7 OBLIGATIONS OF CLIENTS

7.1 The Client is held to only provide information that is true, accurate and complete.

7.2 In the event of any change in or to the information as provided by the Client to Americans Overseas at any stage in time, the Client shall be held to immediately inform Americans Overseas of such change and of the date on which such change occurred or entered into force.

7.3 The Client is held to thoroughly verify any draft Filing as provided to it. The Client shall in all event be responsible for the acceptance of a Filing, the correctness of the Filing and the actual filing of the same.

7.4 The Client is held to strictly adhere to these General Terms and the Agreement. Americans Overseas has the right to wholly or partially suspend the fulfillment of its obligations (including – but not limited to – delivery of Services) if the Client breaches its duties under these General Terms and/or an Agreement.

7.5 The Client is obliged to pay any invoice of Americans Overseas within seven (7) days as of the date of the invoice, failing which the Client shall be due statutory interest.

ARTICLE 8 PERSONAL DATA AND PRIVACY

8.1 Americans Overseas processes personal data in order to offer its Services, to improve its Services and to make personal contact with Visitors and Clients in case necessary.

8.2 Americans Overseas may employ third parties for the processing of personal data.

8.3 Visitors and Clients explicitly agree that Americans Overseas processes their personal data and employs third parties for the reasons and in ways as described in this Article 8. In case of the employment of third parties (including but not limited to Service Provider), Americans Overseas will be the controller and the third party will be the processor of the relevant personal data.

8.4 In case of any questions, remarks or complaints regarding the processing of personal data by Americans Overseas, Visitors or Clients can contact Americans Overseas via email: info@americansoverseas.org.

8.5 Americans Overseas processes personal data for the following purposes: (i) to facilitate the Services, (ii) to allow Service Providers to provide part of the Services, (iii) to perform services that are related to the Services, (iv) to assist us in analyzing how our Services are used, (v) and to fulfill any legal obligations.

8.6 Americans Overseas processes the following personal data:

(i) *Information a Visitor or Client has provided to Americans Overseas*: information that is uploaded at any stage by the Visitor or Client and that includes amongst others name, email address, address, postal code, telephone number, income, capital statements, family relations;

(ii) *Information Americans Overseas automatically collects*: information about Visitors and Clients and their use of the Services, information regarding computer or other device used to access the Services (such as device and software characteristics (such as type and configuration), connection information, statistics on page views, referring source (for example, referral URLs), IP address (which may tell us a users general location), browser and standard web server log information and information collected via the use of cookies, web beacons and other technologies).

8.7 Americans Overseas processes the personal data as referred to here above exclusively on the basis of the following grounds as described in Article 6 of the GDPR: consent by the user, necessity of processing for the providing of Services and/or in order to comply with legal obligations to which Americans Overseas is subject.

8.8 Americans Overseas uses reasonable efforts to protect a Visitor's or a Client's personal data from unauthorized access, alteration, disclosure or destruction. In order to achieve this, Americans Overseas takes appropriate technical and organizational measures that comply with today's standards, such as: all connections for data transfer are HTTPS secured and all data is stored in secured servers provided by multiple SAAS providers.

8.9 Americans Overseas only shares personal data of Visitors and Clients with third parties if and when necessary for the performance of the Services or to fulfill a legal obligation and with respect to the purposes as described above. In order to guarantee that the third parties contracted by Americans Overseas will treat personal data of Visitors and Clients with the same care and confidentiality, Americans Overseas enters into a processing agreement with those third parties.

8.10 Americans Overseas retains your personal data only for as long as is needed for legitimate business purposes (see "purposes of processing") or fulfillment of a legal obligation.

8.11 A Visitor or Clients has the following rights regarding its own personal data: (i) transparency and information regarding its personal data, (ii) access to its personal data, (iii) rectification or completion of its personal data, (iv) data portability, (v) erasure of its personal data, (vi) restriction of processing of your personal data and (vi) object to the processing of its personal data.

8.12 Any request to information, access, rectification, completion, portability, erasure, restriction of processing or objection to the processing of a Visitor's or Client's own personal data can be send to Americans Overseas, using the contact information below. You will receive a response ultimately within a period of four (4) weeks as of the request. There might be circumstances under which Americans Overseas is legally not allowed to meet a request. In any such case, Americans Overseas will notify the relevant Visitor or Client thereof within four (4) weeks. In order to validate a Visitor's or Client's personality, please attach a photo copy of your passport (without photo and social security number) to a request or objection letter. Americans Overseas only takes in account requests regarding the personal data of the requestor.

8.13 Americans Overseas keeps track of user data of its website for statistical purposes. This data is anonymous and Americans Overseas does not sell this information to third parties.

8.14 In order to improve the experience of the Services Americans Overseas uses session cookies, permanent cookies, targeting cookies, analytics cookies and performance cookies. A cookie is a simple text file that is stored on the computer or mobile device of a Visitor or Client by a website's server and only that server will be able to retrieve or read the contents of that cookie. Each cookie is unique to your web browser. It will contain some anonymous information such as a unique identifier and the site name and some digits and numbers. You can remove the Americans Overseas cookies, although it may lessen the experience of using our Website and/or Service. To manually remove cookies, search for [Americansoverseas.org](https://americansoverseas.org)

and www.Americansoverseas.org in the browser privacy settings. Highlight the cookies that are shown and press delete. This will remove the cookies from the relevant machine until the point the Website is visited.

ARTICLE 9 TERM AND TERMINATION OF AN AGREEMENT

9.1 Unless explicitly agreed otherwise in writing, an Agreement is entered into for the duration of the assignment as included in the (offer to conclude the) Agreement.

9.2 For any Client that has opted to make monthly additional prepayments as referred to in article 11.1 (ii), the Agreement shall – in deviation of article 9.1 – be automatically renewed for a subsequent Filing, unless the Client has notified Americans Overseas in writing of the termination of the Agreement for the subsequent Filing, within thirty (30) days as of the date of the (final) invoice following completion of the Communication and Filing Services in respect of the previous Filing.

9.3 In deviation of Article 9.1, either party may terminate an Agreement with immediate effect in the even the other party is declared bankrupt or has been granted a moratorium of payments.

ARTICLE 10 LIABILITY

10.1 Americans Overseas is not liable for any (incorrect or incomplete) advice by, acts of, breach of contract of or any failure to act by a Service Provider, irrespective of the recommendation made by Americans Overseas. Any claim of a Visitor against a Service Provider following a recommendation shall be directed to the relevant Service Provider.

10.2 Unless in the event of gross negligence or wilful misconduct, Americans Overseas shall not be liable for any indirect damages, including loss of profits, revenue, data, business or use, incurred by the Client or any third party, whether in an action in contract or tort, or based on a warranty, including but not limited to damages or losses arising out of, connected with, or resulting from the sale, delivery, installation, support, maintenance or operation of the software, even if Americans Overseas has been advised of the possibility of such damages.

10.3 In no event shall Americans Overseas be liable to Client for more than the total amount paid by Client under an Agreement, provided that such limitation shall not apply in the event of gross negligence or wilful misconduct.

10.4 Americans Overseas shall not be responsible for any delay or failure in performance to the extent that such delay or failure is caused by force majeure, which explicitly includes any failure or non performance by a Service Provider, fires, strikes, embargoes, explosion, earthquakes, floods, wars, labour disputes, government requirements, civil or military authorities, acts of God or by the public enemy, inability to secure raw materials or transportation facilities, acts or omissions of carriers or suppliers, or other causes beyond its reasonable control.

ARTICLE 11 PAYMENT TERMS

11.1 Any offer for the Communication and Filing Services shall provide the Client the option to choose:

(i) making an initial prepayment and subsequently pay the agreed on fee following completion of the Communication and Filing Services (after deduction of the prepayment); or
(ii) making an initial prepayment, followed by monthly additional prepayments and subsequently pay the agreed on fee following completion of the Communication and Filing Services (after deduction of the aggregate of the prepayments).

11.2 In the event Client opts for making additional prepayments in respect of Communication and Filing Services (to be) delivered to such Client (in such manner as referred to in Article 11.1 (ii)), the Client shall be due and administrative fee of EUR 2.50 (in words: two Euro and fifty cent) for each monthly payment to be made by the Client. Such administrative fee shall be invoiced and paid on a monthly basis, together with the relevant prepayment.

11.3 Any administrative fee as referred to in Article 11.2, shall in no event be repayable to the Client, even if the Agreement would terminate prior to the end of its intended duration.

11.4 In the event Client has opted for making additional prepayments in respect of Communication and Filing Services (to be) delivered to such Client (in such manner as referred to in Article 11.1 (ii)) and a monthly prepayment can not be (automatically) collected by Americans Overseas, Americans Overseas will amend the payment schedule to a payment schedule as referred to in Article 11.1 (i) as of the date of the unsuccessful debt collection.

11.5 In the event any monthly prepayment as referred to in Article 11.1 (ii) has been made upon an event as referred to in Article 5.5, Americans Overseas shall repay any such monthly prepayment as referred to in Article

11.1 (ii) within a term of fourteen (14) days.

11.6 The Client shall receive an invoice for any prepayment (to be) made by the Client.

11.7 In the event of a price increase for the Communication and Filing Services, the Client shall in any event have the right to terminate the Agreement within thirty (30) days as of the date on which the price increase was communicated to the Client.

11.8 In the event Client has opted for making additional prepayments in respect of Communication and Filing Services (to be) delivered to such Client (in such manner as referred to in Article 11.1 (ii)), the same shall be considered to continue for the duration of the Agreement, unless explicitly instructed otherwise by the Client.

11.9 The Client shall at any point in time have the right to amend its chosen payment schedule as referred to in Article 11.1, whereby it is understood that any such amendment shall come into effect as soon as reasonably possible for Americans Overseas, with a maximum of thirty (30) days.

ARTICLE 12 INTELLECTUAL PROPERTY

12.1 Client shall not be entitled to any intellectual property rights with regard to the Services. Any and all intellectual property rights with regard to the Services are and shall remain the intellectual property of Americans Overseas.

ARTICLE 13 MISCELLANEOUS

13.1 If any provision of the Agreement or these GT&C is declared or found to be illegal, unenforceable or void, then each provision not so affected shall remain in full force and effect. Furthermore, any such illegal, invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as possible to the intent of the invalid, illegal or unenforceable provision.

13.2 These General Terms have been drafted in Dutch and English. In case of contradiction between the language of the Dutch and English version, the Dutch version of these General Terms shall prevail.

ARTICLE 14 GOVERNING LAW AND FORUM

14.1 These General Terms and any Agreement are exclusively governed by and shall be exclusively construed in accordance with the laws of The Netherlands.

14.2 Any disputes arising out of or in connection with these General Terms and/or any Agreement shall be exclusively settled by the competent court of Amsterdam, The Netherlands.