



# KVK API Agreement

**Contract number:**

## Parties:

1. The **Netherlands Chamber of Commerce KVK**, registered in the Chamber of Commerce Business Register under number 59581883, hereafter referred to as 'KVK',

and

2. \_\_\_\_\_, in the Chamber of Commerce Business Register Under number \_\_\_\_\_, hereafter referred to as: '**Customer**',

Place of business:

Postal code and town/city

Country:

Branch number:

Hereby agree to the following.

## 1. Product Description

KVK API (Application Programming Interface) is a channel through which KVK can provide Business Register information to a customer via a system-to-system link. An overview of the Business Register information that can be requested via KVK API is provided on the KVK website.

The customer has the option of testing and configuring KVK API and to submit requests with anonymous data via a test environment provided specifically for that purpose.

## 2. Description of Service Levels

The Description of Service Levels governs, among other things, the availability of the service, maintenance, incidents, requests, and the communication about these matters with KVK.

### 3. Duration and Customer's cancellation right

This contract shall go into effect at the moment of signature by both parties, and shall remain in effect for an unlimited period. In the event that the Customer wishes to cancel the contract, then the Customer must do so in writing. The contract will then remain in effect until the last day of the calendar month following receipt of the written cancellation request. For example: if the contract is cancelled on 2 November, then the contract will remain in effect until 31 December.

### 4. Prices and payment

No costs will be billed for requesting information in the KVK API test environment, as the information provided to the Customer is anonymous (test) data rather than actual Business Register information.

The prices and payment terms for requesting Business Register data can be found on the KVK website (specifically: [KVK.nl/tarieven](https://www.kvk.nl/tarieven)). This page also refers to the Business Register legal provisions upon which the prices and payment terms are based. The legal provisions are always leading in determining the prices and payment terms. Requests for testing purposes, or requests the Customer unintentionally makes in the production environment, will be billed to the Customer. (The Customer may use the test environment for testing purposes).

The Customer may choose their preferred payment method using the request form. The Customer may also use the request form to designate an individual authorised to view the Customer's expenditures.

Certain Dutch administrative authorities may be eligible for the so called Input Financing scheme. For more information, please consult the KVK website (specifically: [KVK.nl/advies-en-informatie/overheid/inputfinanciering/](https://www.kvk.nl/advies-en-informatie/overheid/inputfinanciering/)).

### 5. Non-Mailing Indicator

Some Business Register data may be subject to a Non-Mailing Indicator (NMI). If the NMI has been activated, then the Business Register may not be used for direct marketing activities by post or door-to-door activities.

If KVK receives complaints regarding direct marketing via any channel, then KVK is authorised to inform the complainant party of their right to submit a complaint to the Data Protection Authority or the Netherlands Authority for Consumers and Markets.

If the NMI is disregarded, or if the party fraudulently suggests that KVK is responsible for the unauthorised direct marketing activity as a result of the provision of Business Register data, then KVK is authorised to send this contract to the complainant party and/or the Data Protection Authority and the Netherlands Authority for Consumers and Markets (insofar as permitted by applicable legislation and regulations, such as the GDPR), and to dissolve or cancel this contract with immediate effect.

### 6. Terms and conditions

Terms and conditions shall apply to the full legal relationship between KVK and the Customer, including but not limited to: this contract, the Description of Service Levels, the use of the API and the use of the Business register. The terms and conditions describe how the Business register data may and may not be used. The terms and conditions have been sent to the Customer via email, and are included as an Appendix to this contract. The Terms and Conditions can also be found at: [KVK.nl/gebruiksvoorwaarden](https://www.kvk.nl/gebruiksvoorwaarden). By signing this contract, the Customer acknowledges possession of a copy of the terms and conditions.

Hereby agreed upon, drawn up and signed on

behalf of the Netherlands Chamber of Commerce (KVK) by:

Name:

Function:

Town/city:

Date:

Signature:



Customer name:

Legally represented by,

**Signature Block 1**

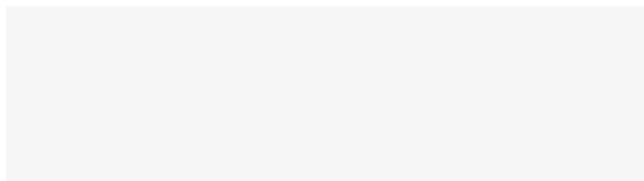
Name:

Function:

Place of signing:

Date:

Signature:



**Signature Block 2 (only if applicable)**

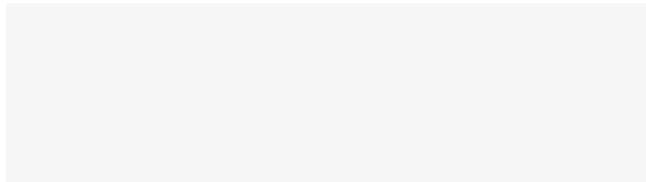
Name:

Function:

Place of signing:

Date:

Signature



**Appendices**

1. Terms and conditions
2. Description of Service Levels