

## User and Privacy terms BusinessITScan®

Thank you very much using the BusinessITScan®. BusinessITScan® is a product and registered trademark of [IT's Teamwork](#). These Terms of Use and Privacy ('Terms and conditions') describe the conditions under which you can use the BusinessITScan® as a Customer and the privacy policy on how we process your entered data. You indicate your consent to these Terms and conditions in the BusinessITScan® or by using the BusinessITScan®.

### Terms

1. **Right of use.** IT's Teamwork hereby grants Customer the non-exclusive, non-transferable, revocable right to use the BusinessITScan® in accordance with the considerations in these Terms and Conditions. Customer receives a login name and a password, in order to use the BusinessITScan® Customer will restrict access to the BusinessITScan® to employees of Customer who are involved in the use. IT's Teamwork reserves the right to refuse user rights.
2. **Rates.** The Customer confirms that it will pay IT's Teamwork the stated invoiced rates for the use of the BusinessITScan®. Rates are charged to the Customer and can not be returned, unless otherwise stated. Rates are exclusive of VAT, unless stated otherwise.
3. **Duration.** The Right of Use of the Sneak Preview is valid for one month after the start. The right to use the full BusinessITScan® is valid for half a year after commencement. The right of use ends earlier if the Customer does not comply with these Terms and Conditions.
4. **Subscriptions.** If the Customer regularly purchases recurring services, these will be charged by direct debit before the start of the specified period. When you terminate your subscription, the Subscription runs until the end of the Term. Price changes to subscriptions will be communicated to the Customer within a reasonable period of time before the end of a period. The customer can then, if desired, cancel before the end of a period.
5. **Privacy policy and data processing.** Customer is aware that the data entered are stored on the servers of IT's Teamwork and / or subcontractors (processors) in the Netherlands. IT's Teamwork thinks it is important that this is handled as carefully as possible (also by processors). IT's Teamwork is responsible for the processing of personal data within the meaning of the GDPR, data entered becomes the property of IT's Teamwork. This information is used to advise the Customer, and can be used in anonymous and not traceable way to analyze trends and publish or have them published, and / or to improve the BusinessITScan® during or after the end of the Term. In the BusinessITScan® Customer can, if desired, express an explicit interest in information through email marketing and / or personal contact with IT's Teamwork or a Partner. Customer agrees that IT's Teamwork can, if necessary, create an auxiliary account to assist users. Data is stored in backup for a minimum of 90 days. If desired, a user can call up his / her profile in the BusinessITScan® and anonymize it. However, this limits the dialogue about the answers that have been entered, which is why we advise against this.
6. **Password use.** The Customer will receive a password for the use of the BusinessITScan®. The customer is responsible for the careful storage and use thereof. A password may only be used by one person. In case you notice unauthorized access, please inform us immediately.
7. **Content and advice.** IT's Teamwork strives for optimal content and advice with the BusinessITScan®. IT's Teamwork is in no way liable for possible effects of advice, or for possible errors in the software.
8. **Adjustment of services.** IT's Teamwork continuously works on the adjustment and improvement of the BusinessITScan®. Where possible and necessary, IT's Teamwork will inform the Customer if this is relevant to the Customer.
9. **Availability and safety.** The BusinessITScan® is web-based. The customer must therefore have a well-functioning internet connection. The customer is solely responsible for the choice of the internet provider. This internet provider is responsible for the availability and uptime of the internet services. IT's Teamwork strives for maximum Availability of the BusinessITScan®, however for various reasons the BusinessITScan® may temporarily be unavailable. Unless otherwise stated or legally required, IT's Teamwork is not liable for this. IT's Teamwork is committed to secure server, domain and network security, but is not responsible for any damage on the part of Customer or third parties, which may arise despite measures taken.
10. **Rights and General Terms and Conditions.** The intellectual property, copyright and trademark rights on all materials and content related to the BusinessITScan® remain the property of IT's Teamwork during and after any termination of the Term. It is not allowed to copy content and / or functionality in any form. In the event of a take-over, (personal) data is transferred. You will then be informed about this. Unless otherwise stated in these Terms and Conditions, the General Terms and Conditions of IT's Teamwork apply.

## General Terms and conditions IT's Teamwork

### Article 1 Definitions

In these general terms and conditions, the following definitions apply:

<i>Terms:</i>	The presented terms and conditions.
<i>Customer:</i>	Anyone who makes an agreement with IT's Teamwork.
<i>Days:</i>	All calendar days.
<i>Affairs:</i>	All goods or services provided to the customer by IT's Teamwork pursuant to an agreement.
<i>Complaints:</i>	All complaints from the customer about the quality and / or quantity of the delivered Affairs
<i>Place of destination:</i>	The place where the goods must be delivered and / or made available according to the agreement.

### Article 2 Applicability

2.1 These GTC are applicable to all agreements entered into by IT's Teamwork, including agreements for renting and letting, buying and selling, providing advice, providing software applications and / or providing access to internet applications and at all agreements of any kind resulting from the agreement. These Terms and Conditions also apply to all offers made by IT's Teamwork.

2.2 IT's Teamwork explicitly excludes the general terms and conditions of the Customer.

2.3 This agreement can only be deviated from by means of an agreement signed by both parties. If in such a case one or more provisions of these Terms are deviated from, the other provisions will remain in full force.

### Article 3 Establishment and content of agreements

3.1 All offers and quotations are entirely without obligation.

3.2 Agreements or adaptations thereof are made as soon as IT's Teamwork has accepted the order given by the customer in writing.

3.3 The Customer can not derive any rights from information contained in brochures, images, drawings, etc., and / or on the websites of and / or by IT's Teamwork.

### Article 4 Foundation offers and price

4.1 IT's Teamwork bases its offers on the information provided by the customer. The customer guarantees the correctness and completeness of the information provided to IT's Teamwork by or on its behalf, on which IT's Teamwork bases its offer and possibly its services.

4.2 The price to be charged to the customer is based on the prices of materials, transport and other costs, wages, premiums, as well as all other price-determining factors that apply on the date of the offer.

4.3 IT's Teamwork is entitled to index prices in accordance with the Services Price Index, and to pass on price increases in the price-determining factors to the customer.

### Article 5 Payment

5.1 Invoices must be paid within 14 days of the date, unless otherwise stated. Internet orders via web checkout are paid when placing the order. The customer may never invoke a discount or setoff, unless this has been expressly agreed in writing. In case of course or training, IT's Teamwork can demand the payment in advance. The consequences of a cancellation of participation in a course or training are governed by rules customary at IT's Teamwork.

5.2 In the event of non-payment, late payment or incomplete payment by the customer within the period set by IT's Teamwork, the customer will be in default by operation of law and the full outstanding amount will be immediately due and payable. In addition, the customer will be obliged to pay an interest payment of 2% per month during the period that the customer is in default, whereby the interest over a part of a month is calculated as a full month. IT's Teamwork also reserves the right to suspend its obligations under the agreement.

5.3 The provisions of the second paragraph of this article shall also apply, on the understanding that the claim of IT's Teamwork shall be immediately due and payable, if:

- the Customer submits a request for suspension of payment, is declared bankrupt, the Debt Reorganization Natural Persons Act is declared applicable to him;
- seizure of the whole, or a part of the property of the customer is laid;
- the Customer ceases, alienates or otherwise continues its business, or at least a substantial part thereof;
- upon the death of the Customer.

5.4 All costs both in and out of court, including the costs of third parties to be engaged, such as lawyers, that must be reasonably made by IT's Teamwork in order to obtain payment from the customer shall be fully charged to the customer with a minimum amount of € 250, -.

5.5 Every payment by the customer firstly serves to settle any costs, damages and interest that may be due and then to discharge the oldest outstanding claim, even if the Customer states that the payment relates to a later or other invoice.

5.6 In the event of periodic expiring amounts or recurring amounts to be paid by the Customer, IT's Teamwork is entitled, unless expressly agreed otherwise in the agreement, for every period of 3 months from the commencement date of the agreement, on the first day of that period to adjust the applicable prices and rates, provided that IT's Teamwork has informed the customer of the intended adjustment in writing no later than 30 days before the beginning of the relevant quarter.

5.7 If the Customer does not wish to agree to an increase of the prices and rates stated by IT's Teamwork as referred to in Article 5.6, the customer is entitled to terminate the agreement in writing within 14 days of the date of the notification referred to in the aforementioned Article. the date stated in the IT's Teamwork notification on which the price or rate increase would take effect.

5.8 If IT's Teamwork provides products and/or services that are not specified in the agreement, these will be invoiced at the then applicable rates of IT's Teamwork.

5.9 For determining the amounts due, the data of IT's Teamwork is decisive, unless it can be demonstrated by the Customer that these data are incorrect.

### Article 6 Advice and designs

All advice issued by IT's Teamwork, designs or drawings, descriptions and reports, calculations and the like remain the property of IT's Teamwork, which also retains its copyrights and / or intellectual property rights.

### Article 7 Delivery and risk

7.1 The delivery time stated by IT's Teamwork can never be regarded as a deadline unless expressly agreed otherwise in writing.

7.2 If the customer does not provide its necessary cooperation to fulfill the agreement by IT's Teamwork or because information is not (timely) delivered by the customer, or another impediment occurs on its part, IT's Teamwork is entitled to, within eight days after the customer for this purpose IT's Teamwork is in default, to dissolve the agreement without judicial intervention.

7.3 IT's Teamwork is entitled to change or supplement the (technical) characteristics of the goods it has delivered.

**Article 8 Guarantee**

8.1 With due observance of the restrictions set out above IT's Teamwork is responsible for the proper execution and reliability and the quality of the Affairs it has delivered.

8.2 On goods that are involved by IT's Teamwork from producers or other third parties, the Customer is not given any more guarantees than those provided by those producers or other third parties to IT's Teamwork.

8.3 In case of replacement by IT's Teamwork of Affairs to fulfill its guarantee obligation, the replaced items become the property of IT's Teamwork.

8.4 The customer is not entitled to suspend its payment obligations towards IT's Teamwork or to regard it as overdue by invoking the non-fulfillment by IT's Teamwork of its guarantee obligations.

8.5 IT's Teamwork is entitled to suspend the fulfillment of its guarantee obligations towards the customer if the customer does not (timely) fulfill its payment obligations.

**Article 9 Complaints**

9.1 Any complaints regarding defects in the execution of the assignment or deliveries must be reported to IT's Teamwork by registered letter immediately, but no later than within seven days of the delivery date, failing which IT's Teamwork shall be deemed to have correctly complied with the agreement. And the customer is deemed to have received the delivered goods in good condition.

9.2 The right of complaint of the Customer as referred to in the previous paragraph shall lapse if a case delivered by IT's Teamwork has been fully or partially taken into use by or on behalf of the Customer, has been edited or processed or has been passed on to third parties.

9.3 If applicable: complaints on time sheets and invoices must be made known to IT's Teamwork at the latest within seven days after the submission to the Customer.

**Article 10 Liability**

10.1 Any liability of IT's Teamwork is expressly limited in all cases to a maximum of half of the amount invoiced by IT's Teamwork to the Customer in the context of the agreement.

10.2 IT's Teamwork is in no way liable for the effects of advice or errors in the software used by it, which is used for the benefit of the Customer.

10.3 IT's Teamwork is in no way liable in the event of loss, loss, theft, misuse or damage to the goods delivered to the Customer by IT's Teamwork.

10.4 Any liability of IT's Teamwork for consequential damage is excluded. Consequential damage is understood in this context:

a. profit loss;

b. missed savings;

c. losses;

d. costs incurred to prevent or establish consequential damage;

e. loss, exchange or damage to electronic data and / or damage due to delays in the transport of data traffic;

f. damage other than the direct damage (direct damage means material damage to tangible goods and reasonable costs to prevent or limit direct damage, which may be expected as a result of the event on which the liability is based).

10.5 With the exception of the Article 9.1. certain lapses any right to compensation if not within 3 months on which the damage occurred a legal claim has been instituted for this or on behalf of the Customer.

10.6 IT's Teamwork is not liable for the content of the information provided by the Customer. The Customer indemnifies IT's Teamwork against claims from third parties in this matter.

**Article 11 Force Majeure**

11.1 None of the parties is obliged to fulfill any obligation if he / she is prevented from doing so as a result of force majeure.

11.2 Without prejudice to the provisions of the first paragraph of this Article, IT's Teamwork is entitled to demand payment from the Customer of what it has done before the situation of force majeure has occurred in execution of the concluded agreement.

11.3 If IT's Teamwork is still unable to perform due to force majeure three months after it has suspended its performance, it shall be entitled to terminate the agreement by giving written notice to the customer without being obliged to pay any compensation.

**Article 12 Confidentiality**

Each party is obliged to observe secrecy towards third parties of information of a confidential nature in whatever form that has been obtained from and about the other party. The secrecy obligation described in this Article shall also impose on the parties concerned the employees involved and on third parties engaged by them.

**Article 13 Information duty and cooperation**

13.1 The Customer is obliged to provide IT's Teamwork with all necessary information and to provide all necessary cooperation that IT's Teamwork needs in respect of the goods to be delivered by IT's Teamwork.

13.2 IT's Teamwork is not obliged to check the correctness and completeness of the data provided by the Customer and is therefore not liable for the consequences of the use of incorrect and / or incomplete information provided by the Customer.

**Article 14 Change of invoice address or relocation**

If the Customer moves or changes the invoice address of the customer, the Customer must inform IT teamwork in writing as soon as possible of its new place of residence, place of residence or business address and / or new invoice address.

**Article 15 Changes to the User and Privacy Conditions BusinessITScan and General Terms and Conditions**

15.1 IT's Teamwork has the right to change the User and Privacy Terms and General Terms and Conditions ("Terms").

15.2 If IT's Teamwork Conditions change, these will be published on the websites and / or in documents. IT's Teamwork therefore advises you to regularly read the Terms and Conditions.

**Article 16 Applicable law**

Dutch law applies to all contracts or ensuing agreements of IT's Teamwork with the Customer.

**Article 17 Competent court**

The court in the district in which IT's Teamwork is registered, is exclusively competent to judge the disputes arising from the agreements between IT's Teamwork and the Customer, unless IT's Teamwork prefers the competent court of the customer's place of residence to choose. However, if the subdistrict court has jurisdiction to decide on a dispute on the grounds of legal provisions, the dispute must be submitted to the subdistrict court competent under those provisions.