User Terms and Conditions

Version 2.2
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We are Zivver (www.zivver.eu). We are based in Amsterdam, the Netherlands. We offer a service that enables you to exchange information in a secure and user-friendly manner.

Several rules apply, to make the use of our Service as good and secure as possible. Please read these terms and conditions before you start using our Service. If you use Zivver as employee, please also reach out to the Organisation Helpdesk to ensure what rules apply to you, as your Organisation may have made additional arrangements with Zivver.

Before we start, let us help you reading this legal document:

#	Description
1.	First, you will find some **definitions** (clause 1). These are mainly to limit the length of the document and to make sure that when we mean the same, we write the same.
2.	After that, we tell you when these terms are **applicable** (clause 2).
3.	We also tell you how you should **use** (clause 3) and <u>not</u> **misuse** (clause 4) the service of Zivver. It basically comes down to: keep your account confidential and do not do something you are not allowed to do by law (i.e. try to behave like a sensible human being!).
4.	We furthermore describe what you as a user should and should not expect from us in terms of **availability, maintenance and support** (clauses 5 and 6). It goes without saying that we will always do our best to keep our service as state of the art and up to date as possible!
5.	Next to that, we describe that all **intellectual property rights** from Zivver, remain with Zivver (clause 7).
6.	We also describe that we may need to modify and **update** these terms in the future (clause 8).
7.	We describe in what way our **liability is limited** (clause 9).
8.	Lastly, a provision on **termination** is added, to cover the unlikely event that you or your organisation wishes to terminate the use of our service (clause 10).
9.	In any event, do not hesitate to reach out to Zivver Support should you have any further **questions** (support.zivver.com).

HERE WE GO:

1. Definitions

"*Account*" shall mean the account with Zivver with which User has access to the Service;

"*Agreement*" shall mean the Agreement between the Organisation and Zivver, on the basis of which the Service is offered;

"*Intellectual Property Rights*" shall mean any and all intellectual property rights, including without limitation, patents, design rights, copyrights, neighbouring rights, database rights, trademark rights, chip rights, trade name rights and Knowhow;

"*Knowhow*" shall mean all business secrets, secret formulas, inventions, designs, standards, (technical) data or information, processes, methods, raw materials and business methods, as well as all related information, knowledge, details, trade practices and improvements;

"*Login Credentials*" shall mean the username and password that gives User access to the Account, either created by the User independently, or, where applicable, provided by the Organisation or a trusted third party;

"*Organisation*" shall mean the organisation that has purchased the Service from Zivver by entering into an Agreement with Zivver;

"*Organisation Helpdesk*" shall mean the helpdesk of the Organisation, if any;

"*Personal Data*" shall mean all data that can directly or indirectly be traced to a natural person, as referred to in article 4 sub 1 of the General Data Protection Regulation (EU) 2016/679;

"*Service*" shall mean the service developed by Zivver (whether or not partially customised), with which the User can exchange information in a secure and user-friendly manner using the Account;

"*User*" shall mean you, a natural person, being an end-user of the Service and having an Account;

"Guest" shall mean a natural person, being an end-user, which is invited by User to use the service without an Account;
"*User Terms and Conditions*" shall mean these user terms and conditions, as may be amended from time to time; and

"*Zivver Support*" shall mean the support desk of Zivver that can be reached through support.zivver.com.

2. Applicability

2.1   User explicitly agrees to the terms and conditions of the User Terms and Conditions by checking the relevant box on the creation or activation of the Account and, when

inviting Guest(s), User shall remain responsible for each Guest observing the terms and conditions of these User Terms.

2.2 Where applicable, the Organisation where User is employed has entered into an Agreement with Zivver, in which the Organisation has explicitly confirmed that the User Terms and Conditions shall apply to each use of the Service, provided that the terms and conditions of the Agreement shall prevail.

3. Use of the Service

3.1 For the use of the Service, User must have an Account. User can create an Account independently, or, where applicable, the Organisation may create or delegate an Account for the relevant User. A Guest can access the Service without an Account upon invitation by one or more Users.

3.2 An Account is strictly personal and may only be used by User, unless specifically delegated by the Organisation. User may not share the Login Credentials with others, including colleagues, friends, and/or family.

3.3 User shall ensure that the Account is protected from unauthorised use by keeping the Login Credentials and, if applicable, the related second factor authentication confidential. User shall ensure and therefore Zivver may assume that all activities on the Account, after logging in with the Login Credentials, occur under the governance and supervision of User.

3.4 User, or, where applicable, the Organisation, shall be responsible to make sure that the devices used for the Service shall meet the functional and technical requirements for the Service and the use thereof.

3.5 User and/or Guest determines which information is sent using the Service and Zivver has and shall have no knowledge of this information. User and, where applicable, the Organisation, are responsible to ensure that the information sent using the Service is in accordance with applicable laws and regulations and that such information does and will not violate any rights of third parties. This responsibility of the User and Organisation includes, but is not limited to, processing any Personal Data in accordance with the General Data Protection Regulation (EU) 2016/679.

3.6 User hereby represents and warrants that User's use of the Account and/or use of the Service by any Guest, as well as the information sent by User using the Service: (i) shall not infringe any Intellectual Property Rights; (ii) shall not violate any law or regulation; (iii) shall not be defamatory or trade libellous; (iv) shall not include incomplete, false or inaccurate information about User or any other individual; and (v) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programs that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Personal Data. With respect to Guests, User shall actively procure that Guest shall refrain from the activities referred to in the previous sentence under (i) through (v) and shall, where applicable, liaise with its Organisation, when such activities by Guest occur or are reasonably suspected.

4. Misuse of the Service

4.1   If User suspects misuse of the Account and/or the Login Credentials, then User must report this as soon as possible to Zivver Support and, where applicable, the Organisation Helpdesk. In addition, User shall take any and all measures within User's ability to stop and mitigate such misuse.

4.2   Zivver reserves the right to change the login procedure and/or the Login Credentials if it deems this necessary in the interest of the functioning and/or preservation of the Service. Zivver shall endeavour to notify User or, where applicable, the Organisation, in advance of any changes regarding the login procedure and/or the Login Credentials, provided that such notification shall not be required if it may seriously impair Zivver's objective to prevent any (future) misuse.

4.3   If Zivver establishes or has valid grounds to assume that User violates article 3.6 of these User Terms and Conditions, Zivver may intervene to terminate and/or mitigate such violation, including temporarily or permanently denying User access to the Account. Zivver is in no event obliged to reimburse User or, where applicable, the Organisation, for any fees or other amounts already paid to Zivver.

4.4   If, in the opinion of Zivver, hindrance, damage, and/or any other danger arise or is expected to arise for the functioning of the Service, the systems and/or the network of Zivver or of third parties, in particular due to excessive sending of email or any other data, leakage of Personal Data or activities, or viruses, Trojan horses, worms, time bombs, cancelbots and similar software, Zivver is entitled to take all measures it deems necessary to avert or prevent and mitigate such hindrance, damage and/or danger.

4.5   In the event of a suspicion of fraud or misuse of the Service, Zivver will only hand over the Personal Data of User and/or Guest to the competent authorities if it has a specific statutory obligation or obligation based on a court order to do so.

4.6   Zivver is at all times authorised to report established or alleged criminal offenses to the competent authorities. Furthermore, Zivver is entitled to hand over name, address, IP address and other identifying data of User and/or Guest to a third party who claims that User and/or Guest infringes their rights or these User Terms and Conditions, provided that: (i) the correctness of this claim is in all fairness sufficiently plausible; (ii) there is no other way for the third party to obtain User's and/or Guest's data; and (iii) the third party has an obvious interest in release of the User's and/or Guest's data.

4.7   Zivver shall not be liable for damages of whatever nature suffered by User and/or Guest as a result of the termination of the Service, or as a result of any actions or omissions of Zivver in accordance with this article 4, to the extent permitted by Dutch law.

4.8   Unless agreed otherwise in an Agreement with the Organisation, User and/or Guest shall indemnify Zivver for any type of claim, indictment or dispute of a third party in connection with (the content of) the data traffic of the information sent via the Service coming from User and/or Guest.

5. Maintenance, support & modification of the Service

5.1 Zivver has the right to modify and maintain the Service or a part thereof.

5.2 As a result of maintenance and modification of the Service by Zivver, the Service may be temporarily fully or partially out of use. Maintenance can take place at any moment, even when this can lead to a limitation of the availability of the Service. Zivver shall use its best efforts to plan maintenance of the Service outside office hours as much as possible and shall endeavour to announce substantial limitations in usage of the Service timely (to the extent possible given the circumstances at hand).

5.3 Zivver is not obliged to compensate User and/or Guest for any loss, damage or other costs caused by a limitation in the usage of the Service as a result of maintenance and/or modification of the Service.

5.4 For (technical) support, User and/or Guest can contact Zivver Support (support.zivver.com) or, where applicable, the Organisation Helpdesk.

6. Availability of the Service

Zivver does not provide any explicit or implied guarantee to the User and/or Guest that the Service will be accessible at all times and without interruptions or any failures, nor that the Service will be delivered without error and/or will be complete. Malfunctions in the Service may occur as a result of failures in the internet connection, by viruses or errors and defects. If User and/or Guest experiences problems when using the Service, then User and/or Guest can report this to Zivver Support, and/or, where applicable, the Organisation Helpdesk.

7. Intellectual property rights

7.1 All title, ownership rights and Intellectual Property Rights in and directly or indirectly relating to Zivver, the Service, the Account and any corresponding software and all copies thereof, are owned by Zivver and/or its or its affiliates' licensors. The Service contains certain licensed materials and Zivver and its or its affiliates licensors may protect their rights in the event of any violation of these User Terms and Conditions and/or, where applicable, the Agreement. Except as otherwise permitted by law, none of the Intellectual Property Rights described in this paragraph may be copied or used in any way without the explicit written permission of Zivver.

7.2 Under the terms and subject to the conditions as stated in these User Terms and Conditions, Zivver hereby grants User a non-exclusive, revocable, limited and non-transferable right of use to use the Service.

7.3 The information that User and/or Guest sends using the Service is and remains property of User and/or Guest or, where applicable, its Organisation. Zivver has the right to process data regarding the use of the Service aggregately and anonymised for statistical purposes only, which data can in no way be traced to a natural person.

7.4 If User and/or Guest, or the Organisation Helpdesk on behalf of User, sends information to Zivver, for instance feedback on an error or a suggestion for improvement, Zivver has the right to use this information for improving or amending

the Service. This provision does not apply to information that User and/or Guest explicitly marks as confidential.

7.5   Zivver shall not take cognisance of confidential data (such as personal messages) that User and/or Guest stores, sends or otherwise processes via the Service, insofar as this is not necessary for the delivery of the Service.

8.   Modification User Terms and Conditions

Zivver has the unilateral right to amend these User Terms and Conditions at any time. Zivver shall use its best efforts to notify the User on the amendment of the User Terms and Conditions.

9.   Limitation of liability

9.1   The Service is provided by Zivver to the User and Guest on an "as is" basis without warranty of any kind.

9.2   Unless caused by Zivver's intentional behaviour or its gross negligence, the aggregate liability of Zivver (including any liability of its directors and employees) towards a User and/or Guest shall in no event, whether in contract or otherwise, exceed the fees relating to or paid by User or its Organisation to Zivver under the Agreement during the three months immediately preceding the date of the claim giving rise to such liability.

9.3   Any liability on the part of Zivver towards Users shall be limited to the amount paid out under the liability insurance policies taken out by Zivver.

9.4   Zivver shall not be liable for any indirect damages including loss or corruption of (personal) data, loss of profits, loss of revenue, loss of business, loss resulting from business interruption and loss resulting from damage to image or reputation, in each case whether direct or indirect.

10.   Termination

10.1   If User decides that User no longer wishes to use the Service, User can terminate the Account in Zivver or, where applicable, arrange this internally with the Organisation Helpdesk. Zivver has the right to terminate an Account at any time, without cause, and without prior notification. Upon termination or expiry of this Agreement for any reason, this clause and clauses 4.7, 7, 9 and 11 of these User Terms and Conditions shall remain applicable.

10.2   Where applicable, if the Agreement expires or is terminated, for whatever reason, User can and may no longer make use of the Service. In such event, it is the obligation of the Organisation to notify User of the end of the Agreement and the use of the Service. Provided that the Agreement is in full force and effect, the User may only make use of the Service as long as the User is employed by the Organisation.

11.   Governing law and dispute resolution

These User Terms and Conditions are governed by Dutch law. User shall first submit a complaint or claim to Zivver and/or its Organisation in order to reach an amicable settlement with Zivver. All disputes arising from or connected with these User Terms and Conditions shall be submitted to the competent court in Amsterdam, the Netherlands.

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