

# Terms of use Test IT Online

The service "Test IT Online" is offered to you via the internet as Software-as-a-Service by the company Test IT B.V. (KvK number 61111139). The following conditions apply to the use of Test IT Online. By using Test IT Online you agree with these terms of use.

Deviations from these general terms and conditions are only binding if they have been accepted in writing by Test IT B.V.

## Article 1. Use of the service

- 1.1 Test IT Online offers you the possibility to develop and take baseline measurement tests, online trainings, knowledge tests, evaluations and surveys. You decide for what you use Test IT Online for and what you do with the results.
- 1.2 To use Test IT Online, you must sign the application form or tender form and return it to Test IT B.V. on paper or digitally. Follow the instructions on the website to do this.
- 1.3 You must protect your account username and password against unauthorized use. In particular, you must keep the password strictly confidential. Test IT B.V. may assume that everything that happens from your account after registration with your username and password, is done under your direction and supervision. You are therefore liable for all these actions, unless you have notified Test IT B.V. that someone else knows your password.
- 1.4 By using Test IT Online you are processing personal data. Test IT B.V. acts as processor within the meaning of the Personal Data Protection Act. You indemnify Test IT B.V. of all claims of those involved under this law.

## Article 2. Terms of use

- 2.1 It is forbidden to use Test IT Online for actions that conflict with Dutch or other applicable laws and regulations. This includes the storing or distributing of information via the service that is libelous, slanderous or racist.
- 2.2 In particular, it is forbidden to request personal data without having published an adequate privacy policy. You must also comply with the Personal Data Protection Act for other processing of personal data.
- 2.3 Furthermore it is forbidden with Test IT Online to
  - distribute information in violation of copyright, or place hyperlinks to such information;
  - violate the personal privacy of third parties, for example by distributing personal data of third parties without permission or necessity or by repeatedly harassing third parties with undesired communication;
  - and continue to do all that is contrary to etiquette.

- 2.4 If Test IT B.V. notes that you violate conditions mentioned above, or receive a complaint about this, Test IT B.V. may interfere to end the violation.
- 2.5 If, in the opinion of Test IT B.V. nuisance, damage or other danger arises for the functioning of the computer systems or the network of Test IT B.V. or third parties and/or of the service provider via internet, in particular by excessive sending of e-mail or other data, leaking personal data or activity by viruses, trojans and similar software, Test IT B.V. is entitled to take all measures that it reasonably considers necessary to avert or prevent this danger.
- 2.6 Test IT B.V. is entitled at any time to report any offenses established.
- 2.7 Test IT B.V. can recover from you the damage resulting from violations of these rules of conduct. You indemnify Test IT B.V. of all claims from third parties that relate to damage resulting from a violation of these terms of use.

### **Article 3. Availability and maintenance**

- 3.1 Test IT B.V. guarantees that the service is available 99% of the time.
- 3.2 Test IT B.V. actively maintains Test IT Online. If maintenance is expected to lead to a limitation of availability, Test IT B.V. will do this in the night hours (between 23:00 and 07:00 local time). Maintenance is announced in advance if possible. Maintenance relating to calamities can take place at any time and is not announced in advance.
- 3.3 Test IT B.V. may adjust the functionality of Test IT Online from time to time. Your feedback and suggestions are welcome, but ultimately Test IT B.V. decides which adjustments it does or does not make.

### **Article 4. Intellectual property**

- 4.1 The service Test IT Online, and its associated software as well as all information and images on the website is intellectual property of Test IT B.V.. These may not be copied or used in any way without separate written permission from Test IT B.V., except in cases where this is permitted by law.
- 4.2 Information you store or process via the service is and remains your property (or that of your clients). Test IT B.V. has a limited right to use this information for the service, including for future aspects thereof. You can revoke this right of use by deleting the relevant information and/or terminating the agreement.
- 4.3 If you send information to Test IT B.V., for example feedback about an error or suggestion for improvement, you give it an unlimited and perpetual user right to use this information for the service. This does not apply to information that you explicitly mark as confidential.
- 4.4 Test IT B.V. will not take note of data that you store and / or distribute via Test IT Online, unless this is necessary for a good service or Test IT B.V. is required to do so under a legal provision or

court order. In that case, Test IT B.V. will try to restrict the knowledge of the data as much as possible, as far as this is within its power.

- 4.5 The copyright and other intellectual property rights relating to the end products made with Test IT Online remain with the developer of the end product at all times.

## **Article 5. Service fee**

- 5.1 The use of Test IT Online is linked to a fee per year for the delivery of the platform and the possibility to develop within the platform. This fee must always be paid in advance. The use is arranged through vouchers.
- 5.2 Granted vouchers are valid for 12 months. Up to the last day vouchers can be used for accessing modules. A maximum of 12 months access can be granted with a voucher, provided that the license is active.
- 5.2 Payment can be made by transferring the amount to the bank account of Test IT B.V., or by following the payment instructions on the website.
- 5.3 Because the service is delivered immediately, and at your explicit request, it is not possible to undo a payment by appealing to the Distance Selling Act.

## **Article 6. Liability**

- 6.1 Except in case of intent or gross negligence, the liability of Test IT B.V. is limited to the amount you paid for the six months prior to the time of the event causing the loss.
- 6.2 Test IT B.V. is explicitly not liable for indirect loss, consequential loss, lost profit, missed savings and damage due to business stagnation.
- 6.3 Condition for emergence of any right to compensation is that you must report the loss to Test IT B.V. in writing no later than two months after discovery.
- 6.4 In case of force majeure Test IT B.V. is never obliged to pay compensation for the loss caused to you. Force majeure includes, but is not limited to, malfunctions or failure of the internet, the telecommunications infrastructure, power failures, domestic disturbances, mobilization, war, blocks in transport, strike, exclusion, business disturbances, stagnation in supply, fire and flood.

## **Article 7. Duration and cancellation**

- 7.1 This agreement comes into effect as soon as you use the service for the first time and subsequently applies for 1 year.
- 7.2 After this period the agreement is renewed tacitly with 1 year. If you accept the agreement as a consumer, after tacit renewal you can terminate the agreement at any time with a notice period of one month, counted from the moment of termination. Business customers can always cancel by the end of the term referred to in paragraph 1 with a notice period of two months.

- 7.3 Test IT B.V. can terminate the agreement if you have not logged in for 12 months. In that case, a reminder email will be sent to the email address linked to your account.
- 7.4 Data stored or processed via the service can be downloaded via the interface at any time.

## **Article 8. Changes to conditions**

- 8.1 Test It B.V. may change these conditions as well as the prices once every calendar year.
- 8.2 Test IT B.V. will announce the changes or supplements via the service at least 2 months prior to entry into force so that you can take note of it.
- 8.3 If you do not wish to accept a change or supplement, you can terminate the agreement up to the date of entry into force. Use of the service after the effective date counts as acceptance of the changed or supplement conditions.

## **Article 9. Other provisions**

- 9.1 Dutch law applies to this agreement.
- 9.2 As far as the rules of mandatory law do not prescribe otherwise, all disputes relating to Test IT Online will be presented to the competent Dutch court for the district in which Test IT B.V. is established.
- 9.3 If a provision in these Terms of Use requires that a notice must be made "in writing", it is also fulfilled if the notice is provided by e-mail or communication via the service, provided it is sufficiently established that the message comes from the alleged sender and that the integrity of the message has not been compromised.
- 9.4 The version of communication or information as stored by Test IT B.V. is deemed to be correct, unless you provide evidence to that effect.
- 9.5 If a provision in these terms of use proves to be invalid, this does not affect the validity of the entire terms of use. In this case, the parties will determine (a) new provision(s) for replacement, whereby the intention of the original provision is given shape as far as legally possible.
- 9.6 Test IT B.V. is entitled to transfer its rights and obligations from the agreement to a third party that takes over Test IT Online or the relevant business activity from it.