

## **WORKPLACEBUDDY TERMS OF USE**

These Terms of Use apply to the use of WorkplaceBuddy as defined below. We advise you to read these Terms of Use carefully so that you are aware of your rights and obligations when using WorkplaceBuddy. By using WorkplaceBuddy, you agree to the Terms of Use and you enter into an Agreement with WorkplaceBuddy B.V. If you do not wish to agree to them, you cannot use WorkplaceBuddy. Questions about the Terms of Use should be sent to support@workplacebuddy.com.

### **1. Definitions**

1. In these Terms of Use the capitalized terms listed below shall have the following meaning:

Account	the personal environment of the User within WorkplaceBuddy, to which the User obtains access after entering his/her Login Details;
Agreement	the agreement between WorkplaceBuddy B.V. and the User;
WorkplaceBuddy B.V.	the company with limited liability established and existing under the laws of The Netherlands, having its registered office in (1055 BZ) Amsterdam, the Netherlands, at Esmoreitstraat 15 2, registered with the Chamber of Commerce under number 76897125;
Content	all information, data or material in the form of text, photos, video's and audio-visual materials and any other form provided, changed or uploaded by the User through WorkplaceBuddy, including – but not limited to – online training and chatbot conversations;
WorkplaceBuddy	the service, including the Software, provided by WorkplaceBuddy B.V. through the Website, Microsoft Teams app and Mobile Application;
IP-rights	all intellectual property and ancillary rights, such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and related rights, as well as know-how rights and performances on a par with patentable inventions;
Login Details:	the information such as username and password which the User provide when creating an Account and with which the User gains access to the Account;
Mobile Application	the iOS mobile application which is available in the Apple Store and Google Play Store;

Privacy Policy	WorkplaceBuddy's privacy policy available on <a href="http://www.workplacebuddy.com/privacy-policy.pdf">www.workplacebuddy.com/privacy-policy.pdf</a>
Software	the software, including sourcecode, infrastructure, specifications and all related documentations developed by WorkplaceBuddy B.V.;
Terms of Use	the underlying terms of use;
User	the natural person or company that has entered into an Agreement with WorkplaceBuddy B.V.;
User Generated Content	all information, data or material in the form of text, photos, video's and audio-visual materials and any other form provided, changed or uploaded by the User through WorkplaceBuddy;
Website	<a href="http://www.WorkplaceBuddy.com">www.WorkplaceBuddy.com</a>

## **2. General**

1. These Terms of Use apply to all agreements between you and WorkplaceBuddy B.V. and every use made of WorkplaceBuddy via your Account.
2. WorkplaceBuddy B.V. may, at all times, amend or supplement these Terms of Use. The most up-to-date Terms of Use can always be found on the Website. Continued use of WorkplaceBuddy after any such changes shall constitute your consent to the changes. If you do not agree to the amended or supplemented Terms of Use, your only option is to terminate the Agreement in accordance with article 8.
3. Additions to and/or deviations from these Terms of Use are only valid when confirmed in writing by WorkplaceBuddy B.V.

## **3. Service and availability**

1. WorkplaceBuddy B.V. has developed Software which enables you to follow e-learnings and get help with a chatbot. The service of WorkplaceBuddy B.V. consists of making the Software in the form of 'Software as a Service' accessible through the Website, Microsoft Teams app and/or Mobile Application under the name WorkplaceBuddy.
2. If you comply in full with all obligations pursuant to these Terms of Use, WorkplaceBuddy B.V. will grant you, a limited personal, revocable, non-exclusive, non-sublicensable and non-transferable right to use WorkplaceBuddy, including the Software, Microsoft Teams app and Mobile Application.
3. To the best of its ability, WorkplaceBuddy B.V. will make efforts to provide WorkplaceBuddy with due care. WorkplaceBuddy B.V. may use subcontractors or third

party licensors to provide WorkplaceBuddy. You accept that WorkplaceBuddy, including the Software, only contains the functionalities and other characteristics as it contains at the moment of your use ("as is" and "as available").

4. WorkplaceBuddy B.V. is at all times entitled, without prior announcement and without in any way becoming liable to you:
  - to make procedural and technical alterations and/or improvements to the Software and/or WorkplaceBuddy, and
  - to (temporarily or permanently) discontinue, limit or terminate WorkplaceBuddy or your Account. WorkplaceBuddy B.V. will notify you of the temporary unavailability or restricted use of WorkplaceBuddy insofar as reasonably possible.

#### **4. Account**

1. To Use and/or purchase Content through WorkplaceBuddy, you must create an Account by following the registration process. You warrant that all information you provide to WorkplaceBuddy B.V., including the information you provide during registration is accurate, complete and up-to-date at any time.
2. You are responsible for keeping your Login Details secret. As soon as you know or have reason to suspect that your Login Details are no longer secret, or that the Account is being abused, you must take all necessary steps to prevent unauthorized access inter alia by changing your password in the settings of your Account. WorkplaceBuddy B.V. is not liable for any loss or damage from unauthorized access or use of your Account.
3. It is not permitted to, and at the sole discretion of WorkplaceBuddy B.V. your Account may be blocked if you:
  - create more than one (1) Account.
  - create an Account for another natural person or legal entity.
  - provide access to the Account to another natural person or legal entity.
  - create an Account by "bot" or any other automated method, Account creation is solely permitted to humans.
  - create an Account for subversive reasons.

## 5. **User Generated Content**

1. Each and every use of WorkplaceBuddy by you is for your own risk and responsibility. You are solely responsible and liable for the User Generated Content provided through your Account. You indemnify and hold WorkplaceBuddy B.V. harmless against all claims relating to the User Generated Content.
2. You are not permitted to use WorkplaceBuddy for a purpose as listed below or make User Generated Content available:
  - which, at the discretion of WorkplaceBuddy B.V., is discriminating or is otherwise deemed hurtful, offensive or inappropriate;
  - which encourages aggressive behavior against and/or harasses the Users;
  - which is of medical nature or is medical related;
  - which will lead to or will have the consequence that the Users are being misused, mislead or driven to undesirable behavior;
  - which is false, based on false facts and information and/or is misleading;
  - in which personal data is made available, other than in compliance with applicable law;
  - which contains viruses, Trojan horses, worms, bots or other software which can damage automated work or make it unusable or inaccessible or delete it, or which can appropriate it or which is intended to circumvent technical protection measures of WorkplaceBuddy, the Software and/or the computer systems of WorkplaceBuddy B.V.;
  - that consist of creating a false identity or will otherwise suggest to you are involved and/or engaged with WorkplaceBuddy B.V.;
  - which is contrary to the Guidelines provided by the Apple Store;
  - which infringes the rights of WorkplaceBuddy B.V. and/or third parties, including but not limited to IP-rights or rights concerning the protection of privacy;
  - which qualifies as or transmits unwanted or unsolicited material or content (spam);
  - is contrary to these Terms of Use or any applicable laws and/or regulations, is in any other manner unlawful or which could prejudice the interests and reputation of WorkplaceBuddy B.V..
3. WorkplaceBuddy B.V. reserves the right, without prior notice, to abridge, alter, refuse and/or remove User Generated Content if this is necessary in WorkplaceBuddy B.V.'s opinion, without this resulting in any liability.
4. You are solely entitled to hyperlink to the Content and User Generated Content made available through WorkplaceBuddy on third party (social media) platforms. It is not permitted to make use of an embedded link to Content and User Generated Content on these third party platforms. WorkplaceBuddy B.V. may in this case take all measures which she deems appropriate.

5. Your use of WorkplaceBuddy is restricted to the amount of posted User Generated Content at any given time, as specified when creating an Account. WorkplaceBuddy B.V. reserves the right to at all times and at its sole discretion, further restrict the amount of posted User Generated Content when the size of the uploaded User Generated Content exceeds 400MB per environment.

## **6. Privacy**

1. When creating an Account and providing Login Details, while WorkplaceBuddy is being provided and when visiting the Website, Microsoft Teams app and/or Mobile Application, (personal) data about you shall be processed by WorkplaceBuddy B.V.. These (personal) data shall be processed in accordance with WorkplaceBuddy B.V.'s Privacy Policy and the applicable laws and regulations.

## **7. Intellectual Property Rights**

1. The IP-rights in relation to WorkplaceBuddy, including the Software, Website and Mobile Application are held by WorkplaceBuddy B.V. or its licensors. Nothing in these Terms of Use is intended to entail any transfer of IP-rights to you.
2. All IP-rights in relation to the Content will remain with the User who made the Content available through WorkplaceBuddy.
3. You retain all IP-rights to the User Generated Content you provide through WorkplaceBuddy.
4. You warrant that you hold all the rights relating to the User Generated Content you provide through WorkplaceBuddy and fully indemnify WorkplaceBuddy B.V. of any infringement claims regarding the User Generated Content. In the event you use third party content you hereby warrant that you have granted the unconditional and irrevocable right to use such third party content. You indemnify and hold WorkplaceBuddy B.V. harmless against any and all claims with regard to the use of third party content.
5. Save to the extent that it is allowed by mandatory statutory law, you may not reproduce or decompile the Software or apply reverse engineering to it. Furthermore, removal and/or circumvention of security measures or technical limitations (to use) of WorkplaceBuddy and/or the Software is not allowed.

## **8. Term and Termination**

1. The Agreement between you and WorkplaceBuddy B.V. shall commence when you create an Account and will be in force until it is terminated in accordance with this article.
2. You can terminate the Agreement at any time by indicating this in the settings of your Account. You are solely responsible for properly canceling your Account. An email or phone request to cancel your Account is not considered cancellation.
3. In the event the Agreement is terminated, there will be no reversal of that which WorkplaceBuddy B.V. has already delivered nor the related obligation to make payment. You will not receive any refunds as a result of termination.
4. WorkplaceBuddy B.V. may, without prior notice and without becoming liable to you, terminate your Account with immediate effect if:
  - You do not fulfill your payment obligations; and/or
  - You do not comply with applicable laws and regulations; and/or
  - You in any way violate the Agreement and/or these Terms of Use.
5. Upon termination of the Agreement, WorkplaceBuddy B.V. shall keep all User Generated Content available to you for two (2) weeks after termination of the Agreement. You will be able to use WorkplaceBuddy during this period insofar as is necessary for the exporting of User Generated Content. You may not add any User Generated Content during this period. After this period, WorkplaceBuddy B.V. shall make your Account inaccessible to you. WorkplaceBuddy B.V. has no obligation to restore the User Generated Content or assist in any data conversion or exportation.

## **9. Liability**

1. To the extent permitted by law WorkplaceBuddy B.V. does not accept any liability for damages caused by imputably failing to perform the Agreement and/or these Terms of Use, an unlawful act or any other act. If WorkplaceBuddy B.V. should nevertheless be liable for damage on whatever ground, the total, cumulative, aggregate liability of WorkplaceBuddy B.V. shall at all times be limited to direct damages only (as defined below) and never exceed the amount of 250,= euro.
2. Direct damage shall solely mean:
  - property damage ("zaakschade");
  - reasonable expenses that you would have to incur to make WorkplaceBuddy B.V. 's performance conform to the Agreement, unless the Agreement is rescinded ("ontbonden") by you;
  - reasonable expenses incurred by you to determine the cause and scope of the damage, insofar as the determination relates to direct damages; and
  - reasonable expenses incurred to prevent or mitigate damages, insofar as they relate to direct damages.

3. Any liability on WorkplaceBuddy B.V.'s part for damages other than direct damages including but not limited to indirect loss, including but not limited to consequential loss, loss and/or damage of data, loss of profit and loss of revenue, loss of savings, reduced goodwill, damage by business interruption and damage as a result of claims from third parties is excluded.
4. The restrictions mentioned in the preceding paragraphs of this article will lapse if and in so far as the damage is the result of intentional or willful recklessness on the part of WorkplaceBuddy B.V. or its managers ("own actions").
5. No right to damages shall exist unless you notify WorkplaceBuddy B.V. in writing of the damage promptly after it has arisen. Any claim for damages against WorkplaceBuddy B.V. shall become extinguished by the mere lapse of twelve (12) months after the claim has come into being.

## **10. Force Majeure**

1. WorkplaceBuddy B.V. is to the extent permitted by law released from all contractual obligations and liability (e.g. for damages) if WorkplaceBuddy B.V.'s performance is prevented or effected by force majeure or force majeure of WorkplaceBuddy B.V.'s subcontractor.
2. Force majeure includes, among other things, employees on sick leave and/or absence of employees who are crucial to the supply of WorkplaceBuddy, interruptions in the supply of electricity, strikes, riots, government measures, fire, natural disasters, floods, failure on the part of WorkplaceBuddy B.V.'s suppliers, failure on the part of third parties engaged by WorkplaceBuddy B.V., interruptions in the connection to the internet (whether or not due to a DDoS attack), hardware malfunctions, malfunctions in networks, including telecommunication networks, and other unforeseen circumstances.
3. If the force majeure continues for at least thirty (30) days, WorkplaceBuddy B.V. is entitled to terminate the Agreement without being obliged to pay any compensation for this termination.

## **11. Warranties and indemnifications**

1. WorkplaceBuddy B.V. does not guarantee:
  - that WorkplaceBuddy or third party services they use shall be available to you at all times and without interruptions, faults or disturbances;
  - that WorkplaceBuddy shall be effective or the use of WorkplaceBuddy shall lead to certain results;
  - that the information provided through WorkplaceBuddy shall be accurate, up to date and complete;
2. WorkplaceBuddy B.V. is not responsible for:

- the purchase and/or the proper operation of your infrastructure;
  - loss, damage, inaccuracy and/or incompleteness of any information provided through WorkplaceBuddy;
  - transmission errors, malfunctions or non-availability of computer, data or telecom facilities, including the internet;
  - any unauthorized use or attempted use of WorkplaceBuddy;
  - making backup copies of any information; WorkplaceBuddy B.V. will however to the best of its ability secure your data by running frequent backups; or
  - the management, including checking the settings, the use of WorkplaceBuddy and the manner in which the results of WorkplaceBuddy are used.
3. You guarantee that you will not use WorkplaceBuddy and/or the Software in a way that:
- infringes the rights of WorkplaceBuddy B.V. or third parties, including but not limited to IP-rights or rights in relation to the protection of privacy; and/or
  - is contrary to any applicable legislation or regulations; and/or
  - is contrary to any provision in these Terms of Use.
4. You indemnify WorkplaceBuddy B.V. against all damage and costs as a result of claims of third parties arising from and/or related to your use of WorkplaceBuddy, including the Software.

## **12. Notification of unlawful Content**

1. WorkplaceBuddy B.V. is not liable for any damages in connection with the (illegal) use of WorkplaceBuddy by you. WorkplaceBuddy B.V. will only, under the conditions as set out in this article, be obliged to remove or block access to the User Generated Content that is manifestly unlawful or to stop manifestly unlawful behavior after receiving a notification that is sufficiently precise and adequately substantiated.
2. WorkplaceBuddy B.V. has established a procedure, by which any alleged illegal User Generated Content available through WorkplaceBuddy can be reported to WorkplaceBuddy B.V.. This can be done via a notification to support@WorkplaceBuddy.com.
3. WorkplaceBuddy B.V. reserves the right to not grant a request to remove or block access to the User Generated Content or to stop an activity in case it has reasonable grounds to doubt the accuracy of the notification or in case a balancing of interest requires this. In such a situation WorkplaceBuddy B.V. can require a court order from a competent court in The Netherlands, to demonstrate that the material or the activity is manifestly unlawful.
4. WorkplaceBuddy B.V. will not be a party in a dispute between the person making the report and any third party arising out of or in connection with a notification.
5. The person making the notification indemnifies WorkplaceBuddy B.V. against all claims of third parties in relation to the blocking or removal of User Generated Content or the



stopping of activities. The indemnification includes all damages and costs WorkplaceBuddy B.V. suffers, could suffer or which WorkplaceBuddy B.V. incur in relation to such a claim, including but not limited to the compensation of legal assistance.

6. WorkplaceBuddy B.V. respects and protects the privacy of those who provide notifications. All personal data that it receives as part of a notification will always be processed in accordance with the Dutch Data Protection Act and will only be used to process the notification.

### **13. Miscellaneous**

1. WorkplaceBuddy B.V. may transfer rights and obligations arising from these Terms of Use to third parties and will notify you of this. You are not permitted to transfer to third parties any right derived from the Agreement without WorkplaceBuddy B.V.'s prior written consent.
2. These Terms of Use and the use of WorkplaceBuddy are governed by Dutch law.
3. To the extent that national or international rules of law do not prescribe otherwise as mandatory, any disputes that arise or are related to agreements concluded subject to these Terms of Use, or arise therefrom, will solely be submitted to the competent court in Amsterdam.

Version January 2020

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