

TERMS OF USE

The Terms of Use have to be accepted upon registering as a new user with bizztracker (either through the website www.bizztracker.com or app.bizztracker.com). By completing the user registration form (creating a user account) you agree to be bound by (i) the following terms and conditions (“Terms of Use”) and, in case you have been invited by a Customer, by (ii) any and all Agreements entered between Bizztracker and Customer. Any limitations of Bizztracker’s obligations set out in Agreements between Bizztracker and Customer shall also be fully applicable vis-à-vis the User.

1. Definitions

- 1.1 “Customer” means the individual or the legal entity who activates paid Services provided by Bizztracker and assumes payment responsibility for the same vis-à-vis Bizztracker.
- 1.2 “Content” means all visual, written or audible data, information or material including, without limitation: documents, spreadsheets, text messages, form entries, web pages, and similar material, which are uploaded to, transferred through, publicly posted, processed or entered into the Services by the User.
- 1.3 “Services” means the web services, associated software, and other services related thereto provided to the User by Bizztracker in accordance with this agreement and with the characteristics and features as described at www.Bizztracker.com.
- 1.4 “Trial Service” means a Community or Service, which is provided free of charge or which is under development or evaluation and is marked “free”, “demo”, “trial” or “evaluation” (or a similar designation).
- 1.5 “User” means the individual who registers a user account and gains access to the Services provided by Bizztracker.
- 1.6 “Web Site” means Bizztracker’s web site at www.Bizztracker.com or any subdomain, app.bizztracker.com and support.bizztracker.com being examples of these.
- 1.7 “Community” means a business environment in the software with a defined set of subscription terms and a group of Users who are authorized to access the Community.

2. Services and Grant of Rights

- 2.1 Subject to these Terms of Use and the subscription agreement with Customer, Bizztracker hereby grants to the User a non-transferable, non-exclusive, non-sublicensable limited term right to access and use the Services.

3. User Obligations

- 3.1 The User shall comply with the security and administrative regulations as notified in conjunction with registration, by e-mail, as made available on the Web Site, or in any other manner.

- 3.2 The User undertakes, in conjunction with registration, to provide correct information regarding the User's identity and a correct and legitimate e-mail address.
- 3.3 The User shall be responsible for the activities conducted through use of the Services and shall ensure compliance with national laws in conjunction therewith. All Content uploaded to, transferred through, publicly posted, processed or entered into the Services by the User shall be the sole responsibility of the User.
- 3.4 The User shall be responsible for monitoring its owned Community and shall be liable vis-à-vis Bizztracker for ensuring that Content transferred to or handled within the Services which is processed by the User and/or individuals invited by the User does not infringe any third party rights nor in any other manner violates governing legislation, and that the User possesses such necessary licenses from third parties as may be required in order to process the Content/use the Services.
- 3.5 The User undertakes to use the Services in such a manner that such use does not prevent or disrupt other computer communications or mobile telephone communications or prevent or disrupt the equipment employed in order to provide and use the Services.
- 3.6 The User is aware and acknowledges that it is not permitted use the Services in order to gain material in violation of law or material which in any manner contravenes generally accepted practices.
- 3.7 The User undertakes not to use the Services in order to obtain material which per se or if sent to another party might injure the reputation of a third party, or in any manner which may result in the infringement of any third party's copyright, or which constitutes a dissemination of business secret, or may incite a third party to commit or participate in a crime, or may be understood as constituting a threat, or to use the Services in any other manner incompatible with the purpose thereof.
- 3.8 The User undertakes not to provide access to the Services to anyone else than individuals who have completed the registration form and thereby agreed to the Terms of Use. User accounts cannot be shared or used by more than one individual User.
- 3.9 The User is obligated to notify Bizztracker regarding any suspected breach of these provisions.

4. Personal Data, Privacy

- 4.1 In order for the User to be able to use the Services, the User must provide certain data to Bizztracker, including but not limited to full name, e-mail address and contact details. In the event the User registers a user account following an invitation from another User or customer to Bizztracker, such information may also have been provided to Bizztracker by the inviting User or customer to Bizztracker. Following receipt of such data, Bizztracker will process the same using automatic data processing in order to enable Bizztracker to administer and otherwise perform its obligations within the scope of the Services and to ensure that unauthorised persons do not gain access to the Services. As provided in section 6 “Confidentiality”, Bizztracker will not disclose to any third party any personal information pertaining to the User. Upon request, the User has the right to access the personal data related to the User. The User also has the right and the obligation to rectify such data. Further information may be obtained by contacting the data controller, Bizztracker BV, at the following address: Limino BV, Marktveld 26a, 5261 EB Vught, the Netherlands, info@bizztracker.com.
- 4.2 In addition, in order for the User to be able to use the Services, the User must also allow Bizztracker to store and retrieve session information on the User’s end terminal equipment, through the use of “cookies”. The purpose of such storage and retrieval of information is to enable the necessary login/logout procedures used in the Services and to ensure that unauthorised persons do not gain access to the Services.
- 4.3 According to the Personal Data Protection Act (“GDPR”), Bizztracker must obtain the consent of the registered persons (i.e. the User) to the processing of the relevant personal data by Bizztracker.
- 4.4 According to the Dutch Telecommunications Act, Bizztracker must obtain the consent of the registered persons (i.e. the User) to the purpose of storage and retrieval of information on the registered persons’ end terminal equipment.
- 4.5 By accepting this agreement, the User explicitly consents to (a) the collection and processing by Bizztracker of personal data as described above, (b) the storage of such data until the user account is terminated by the User, and (c) the storage and retrieval of information on the User’s end terminal equipment as described above.
- 4.6 Bizztracker shall adopt reasonable measures to protect the privacy of the User. Bizztracker’s information gathering and dissemination practices are set forth in the Privacy Statement, which is available on the Web Site.

5. Security, Passwords, etc.

- 5.1 The User shall ensure that identities, passwords, and equivalent obtained by the User in conjunction with registration are stored and used in a secure manner and cannot be accessed and thereby used by third parties. The User shall be liable for any unauthorised use of the Services. Bizztracker shall have no liability for any loss or damage arising from the User’s failure to comply with these requirements.
- 5.2 Where it is suspected that any unauthorised person has become aware of the user identity and/or password, the User shall immediately inform Bizztracker thereof.

- 5.3 The User shall be liable for losses or damage incurred by Bizztracker where the User intentionally or negligently reveals the user identity/password to a third party. The User shall furthermore be liable for losses or damage incurred by Bizztracker where the user identity and password otherwise become known to an unauthorised party, unless the User notifies Bizztracker immediately upon suspicion that such has occurred.
- 5.4 Bizztracker shall adopt reasonable measures to ensure that the security of the Services meet relevant industry standards. Bizztracker's security measures are set forth in the Security Policy, which is available on the Web Site.

6. Confidentiality, etc.

- 6.1 Bizztracker undertakes not to disclose to any third party, or otherwise make available, information received by Bizztracker from the User within the scope of this agreement. "Third party" in this section shall not mean the Users who have access to the same Community, unless the Users' authorisation and access to the Community is specifically restricted by the User.

7. Amendments

- 7.1 Bizztracker reserves the right to amend these Terms of Use at any time without prior notice. The User shall be informed of such amendments by e-mail or through the information being made available on the Web Site.

8. Term and Termination, etc.

- 8.1 These Terms of Use shall enter into force upon acceptance by the User through execution of the Terms of Use online in conjunction with registration. These Terms of Use shall remain in full force for an indefinite term until such time that all Communities and the user account are closed.
- 8.2 Upon termination of a Community, the Agreement with Customer or these Terms of Use, Bizztracker shall not be responsible for the Content generated within the scope of the Community in question or the Services. Accordingly, the User must ensure that the User possesses the necessary back-up copies, etc. of the Content that the User desires to retain.

9. Access Restrictions, Premature Termination

9.1 Bizztracker shall be entitled, with immediate effect, to disable the User's access to a Community or to the Services or to prematurely terminate this agreement where: (a) the User uses the Services in a manner that entails the perpetration of a crime; (b) the User uses the Services in a manner that occasions losses or the risk of loss for Bizztracker or any third party; (c) the User uses the Services in a manner that violates Bizztracker's security or administrative regulations; (d) it may be reasonably assumed that continued dissemination of Content violates governing law; (e) the User uses the Services in a manner whereby the User utilises resources or seeks unauthorised access to Bizztracker's systems which are not intended for the User; or (f) the User otherwise fails to comply with the above and such breach of contract is material.

10. Assignment

10.1 The User shall not be entitled to assign his/her rights or obligations under these Terms of Use.

11. General Provisions

- 11.1 These Terms of Use have been prepared in the English language and the same shall be controlling in all respects. Any non-English versions of these Terms of Use are provided solely for accommodation purposes.
- 11.2 If any provision of these Terms of Use are declared unenforceable for any reason, the remainder of the terms will continue in full force and effect, and the unenforceable provision shall be amended to the extent possible and permitted by law to achieve as nearly as possible the same intent and economic effect as the original provision.

12. Governing Law and Disputes

- 12.1 These Terms of Use and the ensuing relationship between Bizztracker and the User shall be construed in accordance with, and governed by, the laws of the Netherlands.
- 12.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled with the District Court of 's-Hertogenbosch.