

## Terms of use weCollaborate

Westerhaar-Vriezenveensewijk, 27 december 2021

### Article 1 - General



weCollaborate is registered at the Chamber of Commerce (“Kamer van Koophandel”) under number 77430174 and is located at Sibculoseweg 14 (7676 PC) in Westerhaar-Vriezenveensewijk, the Netherlands, hereinafter: weCollaborate.

weCollaborate is the provider of the weCollaborate website that the User can use. By using the weCollaborate website, User agrees to these terms of use.

User must accept these conditions before using the weCollaborate website. If User does not agree to these terms of use, weCollaborate requests User not to use this weCollaborate website further. weCollaborate advises everyone who uses the weCollaborate website to read the conditions regularly in case of changes.

If one or more provisions of these terms and conditions are partially or completely null and void or are nullified, the other provisions of these terms and conditions will remain in force and the invalid / nullified provision (s) will be replaced by a provision with the same purport as the original provision. Uncertainties about the content, explanation or situations that are not regulated in these conditions should be assessed and explained in the spirit of these conditions.

By using the weCollaborate website, the User agrees that weCollaborate communicates about the services by means of reporting (including electronic communication). If reference is made to the website, this also includes the online portal (Knowledge Hub).

### Article 2 - Privacy, data processing and security

weCollaborate handles the (personal) data of the User with care. Processing of personal data will only take place in the context of the performance of the services of weCollaborate. weCollaborate will not process the personal data for any other purpose and will never keep it longer than necessary. More information can be found in the Privacy statement of weCollaborate, which can be read on the website Privacy Statement - WeCollaborate.

### Article 3 - Use of the weCollaborate website

1. weCollaborate makes every effort to make the weCollaborate website available to the User. All services are performed on the basis of a best-efforts obligation. User has access to the weCollaborate website after User has created an account.

2. User is at all times responsible for all data and information that he places or has placed on her account and/or the weCollaborate website. If the User suspects that the data provided by him is incorrect or incomplete, the User will immediately inform weCollaborate and still

provide the correct information. User must keep his data up-to-date and can adjust his data in his own account.

3. weCollaborate may impose further restrictions or conditions on the access to and use of certain parts or functions of the website, such as but not limited to creating an account, completing a verification process and/or meeting specific quality standards or eligibility criteria.

#### **Article 4 - Obligations when using the weCollaborate website**

1. The User has at all times an independent responsibility for the use of the weCollaborate website. User is obliged to adhere to the following regulations while using the weCollaborate website. User must refrain from using the weCollaborate website:

to use manual or automated software, equipment or other processes to index or scrape the data used within the weCollaborate website on the internet;

in a way that involves illegal activities or activities that are contrary to morality or public order;

copying (parts of) the weCollaborate website from weCollaborate,  
to otherwise harm the interests of weCollaborate.

2. In the event of (possible) punishable acts, weCollaborate is entitled to report this and to hand over the data provided by the User to the competent authorities, as well as to perform all actions required of it in the context of the investigation. weCollaborate has the right to deny User access to the weCollaborate website and/or to terminate the use of the weCollaborate website.

3. In addition to the obligations under the law, damage resulting from incompetence or failure to act in accordance with the above points is at the expense and risk of the User.

4. User is responsible for the correct security of the (mobile) device on which he uses the weCollaborate website, as well as for securing and keeping his / her own login details confidential.

5. Each User must create an account for accessing and using the website.

6. The account can be registered with an email address and a password, unless otherwise specified.

7. The User is obliged to provide correct and complete information during the registration of the account and to keep the account up to date at all times.

8. The User is responsible for his or her login details and should not provide these login details to third parties. If the User has forgotten his or her password, the User can press the 'forgot password' button after which he or she can create a new password. If a User suspects that the login details have been lost, stolen or possible unauthorised use of the account, the User must immediately contact weCollaborate. User is personally liable for all activities carried out through his/her own account, unless the User can demonstrate that he/she has not been negligent (failure to report the unauthorised use or loss of login details).

### **Article 5 - Access**

1. weCollaborate only offers the use of the weCollaborate website. weCollaborate never has responsibility for and/or influence on the performance of the services offered by the connected network operator.
2. All information and numbers displayed on the weCollaborate website can be subject to spelling or typing errors.
3. The User ensures that all data, of which weCollaborate indicates that they are necessary, or of which the User should reasonably understand that they are necessary for access and/or use of the weCollaborate website, are provided to weCollaborate in a timely manner.
4. weCollaborate is not liable for damage, of whatever nature, that has arisen because weCollaborate relied on incorrect and/or incomplete data provided by the User, unless weCollaborate was aware of this inaccuracy or incompleteness.

### **Article 6 - Availability weCollaborate website**

weCollaborate does not guarantee that the services will always meet the expectations created in advance. weCollaborate strives to make every effort to offer the weCollaborate website and access to the weCollaborate website uninterrupted to the User as much as possible, but does not guarantee the full availability of the weCollaborate website at all times. weCollaborate is entitled if and insofar as, in its opinion, there is a risk of the faultless functioning of the weCollaborate website and to suspend the use of the weCollaborate website. weCollaborate is furthermore entitled to take all measures that it reasonably considers necessary to guarantee the effective functioning of the weCollaborate website.

### **Article 7 - Content of the website**

1. If any advice or recommendations are given on the website, the content thereof is not binding and only advisory in nature, but weCollaborate will observe its duties of care. User decides itself and on its own responsibility whether to follow the advice.
2. The expected result always depends on the efforts of the individual User. weCollaborate makes no guarantees in this regard.

### **Article 8 - Notice and takedown**

If and insofar as there is an infringement of rights of weCollaborate or third parties and/or unlawful acts by the User, weCollaborate is entitled to immediately close that part of the weCollaborate website or to exclude the User from use. weCollaborate will immediately remove any infringing/harmful information. Under no circumstances is weCollaborate liable for damage of any nature whatsoever as a result of the (temporary) closure of the service and/or the removal or transmission of data.

## **Article 9 - Faults and repairs**

If and insofar as User suffers from a malfunction and/or the website is not properly installed or does not work, User can make use of remote assistance. The User can contact us via the contact form via the weCollaborate website or via [contact@wecollaborate.nl](mailto:contact@wecollaborate.nl).

## **Article 10 - Payment**

1. The right to use the weCollaborate website is subject to a periodic fee payable by the User for making full use of the weCollaborate services. The content thereof and the applicable conditions are made available to the User before entering into the agreement with weCollaborate. These conditions are stated on the weCollaborate website.

2. If the User does not fulfill its (payment) obligations arising from the agreement or these conditions, weCollaborate is entitled to terminate the agreement and/or to suspend or terminate the use of the weCollaborate website.

## **Article 11 - Subscriptions**

1. weCollaborate offers subscriptions for a period of one year. After expiry of the agreed term, the subscription will be tacitly renewed each time for the originally agreed period, unless the User explicitly indicates that he wishes to terminate the subscription after this period.

2. The cancellation period for subscriptions is one month. The termination is effected by means of an unambiguous written notification, at least by e-mail to weCollaborate before the end of the relevant year via [abonnement@wecollaborate.nl](mailto:abonnement@wecollaborate.nl). If User cancels a subscription after the start of a new year, no amounts already paid will be refunded, unless otherwise agreed.

## **Article 12 - Limitation of Liability**

1. The User indemnifies weCollaborate from the moment that the User first uses the weCollaborate website for all damage incurred, except in the case of intent or gross negligence on the part of weCollaborate.

2. weCollaborate is not liable or held liable for the proper execution of the agreement by the network operator.

3. weCollaborate is not liable for damage that is or may be the result of (incomplete and / or incorrect) information on the weCollaborate website or that of linked websites or websites.

4. If the performance of the service leads to liability of weCollaborate towards the User, that liability is limited to the costs charged by weCollaborate in connection with the agreement with regard to direct damage. Direct damage is understood to mean reasonable costs incurred to limit or prevent direct damage, determine the cause of damage, direct damage, liability and the manner of recovery.

5. Under no circumstances is weCollaborate responsible for errors and/or irregularities in the functionality of the weCollaborate website and is not liable for malfunctions or the



unavailability of the weCollaborate website for any reason or the loss and/or corruption. of User's data and information.

6. weCollaborate does not guarantee the correct and complete transmission of the content of and e-mails sent by/on behalf of weCollaborate, nor the timely receipt thereof.

7. weCollaborate is not liable for the fact that the User has not received the account information, is not correctly and/or has not received it on time. WeCollaborate is never liable if the User has not stored his login and / or account details in a safe place.

8. If any result stated in the agreement is not achieved, a shortcoming on the part of weCollaborate will only be considered to exist if weCollaborate has explicitly promised this result when accepting the agreement.

9. Any advice provided by weCollaborate, based on incomplete and/or incorrect information provided by the User, is never grounds for weCollaborate's liability.

10. The content of the advice delivered by weCollaborate is not binding and only advisory in nature. The User decides for itself and under its own responsibility whether to follow the proposals and advice of weCollaborate mentioned herein. All consequences arising from the follow-up of the advice are at the expense and risk of the User. The User is at all times free to make its own choices that deviate from the advice provided by weCollaborate. weCollaborate is not bound by any form of refund if this is the case.

11. All claims of the User due to shortcomings on the part of weCollaborate will lapse if they are not reported to weCollaborate in writing and with reasons within one year. Any claim for compensation against weCollaborate must always be reported in writing, but no later than one year after the User was aware or could reasonably have been aware of the facts on which he bases his claims. After this period, such a claim will lapse.

### **Article 13 – Force Majeure**

1. weCollaborate is not liable if it cannot fulfill its obligations as a result of a force majeure situation, nor can it be held to comply with any obligation if it is prevented from doing so as a result of a circumstance that is not due to its fault, and is not for his account under the law, a legal act or generally accepted beliefs.

2. Force majeure is in any case understood to mean, but is not limited to what is understood in this respect in law and jurisprudence, (i) failure to properly fulfill obligations of suppliers or suppliers, (ii) defectiveness of goods, equipment, software or materials of third parties, (iii) government measures, (iv) power failure, (v) failure of the internet, data network and telecommunication facilities (for example due to: cybercrime and hacking), (vi) fire, (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes in the company of weCollaborate and (xi) other situations that, in the opinion of weCollaborate, fall outside its control that temporarily or permanently impede the fulfillment of its obligations.

3. weCollaborate has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after weCollaborate should have fulfilled its obligation.

## **Article 14 - Agreement with the network operator**

weCollaborate only offers a weCollaborate website that the User can use and has no influence on the agreements and agreements between a User and the network operator. The network operator is at all times responsible for the execution of the service. User is responsible for providing correct and complete information to the network operator. Any consequences of the inaccuracy and / or incompleteness thereof will be at the expense and risk of the User.

## **Article 15 - Intellectual property rights**

1. The User is expressly prohibited from infringing on the intellectual property rights of weCollaborate, as well as on the good name of weCollaborate. All intellectual property rights and copyrights of the weCollaborate website, including the graphic designs, ideas and the like with regard to the weCollaborate website, remain exclusively with weCollaborate and are expressly not transferred to the User.
2. User has a non-exclusive right to use the weCollaborate website personally and for private use.
3. The software of the weCollaborate website remains the property of weCollaborate at all times. The software only works in combination with the subscription that must be taken out by the User, and in accordance with the purpose for which the website is used. The User is prohibited from rendering illegible, changing or removing any indication in connection with the intellectual property rights of weCollaborate or any legally required (trademark) signs, or indications such as the CE marking or copyright marking of the weCollaborate website.

## **Article 16 – General Terms and Conditions**

The general terms and conditions of weCollaborate also apply to the use of the weCollaborate website. If matters are not explicitly arranged in these terms of use, reference is made to the (content of) the general (sales) terms and conditions of weCollaborate.

## **Article 17 - Complaints**

1. If the User is not satisfied with the services offered via the weCollaborate website of weCollaborate, the User is obliged to report these complaints as soon as possible, but no later than 14 days after the relevant cause that led to the complaint. Complaints can be reported via [contact@wecollaborate.nl](mailto:contact@wecollaborate.nl) or via the contact form on the website with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by the User if weCollaborate is to be able to handle the complaint and declare it well-founded.
3. weCollaborate will respond substantively to the complaint as soon as possible, but no later than 14 days after receipt of the complaint.
4. Faults and/or problems as a result of incorrect use are at the expense and risk of the User.



### **Article 18 – Adjustments and Changes**

weCollaborate has the right to adjust and change these conditions unilaterally. User will be informed of this as soon as possible. In any case, the User can view the changed conditions via the weCollaborate website.

### **Article 19 - Dispute Resolution**

1. The legal relationship between weCollaborate and the User is governed by Dutch law.
2. If a provision of these terms and conditions proves to be invalid or non-binding, the Parties remain bound by the other provisions. The parties will replace the invalid and/or non-binding provision (s) by a binding provision, the purport of which is as much as possible the same as the provision (s) to be replaced, in the context of these terms and conditions.
3. All disputes between weCollaborate and the User will be settled by the competent court of the court of Overijssel, location Almelo, The Netherlands, unless provisions of mandatory law lead to jurisdiction of another court.