

## JEX'S TERMS OF USE

### 1. DEFINITIONS

Unless indicated otherwise, the terms below have the following meanings:

1. **We or us:** JEX Backoffice B.V., with its registered address according to its articles of association in (3071 JL) Rotterdam at the address Nassaukade 5, listed in the Commercial Register under number 76171183.
2. **You:** any natural person or legal entity using our Services.
3. **We both:** we and you jointly.
4. **Services:** any services we provide to you as a Software-as-a-Service (SaaS), whether or not based on an Agreement.
5. **Incident:** an event that results in the Services not functioning.
6. **Terms of Use:** these terms of use.
7. **Agreement:** any agreement with us including amendments/additions and all (legal) acts in preparation and execution of that Agreement by us.
8. **General Terms and Conditions:** the general terms and conditions of us.

### 2. GENERAL

1. We give you non-exclusive access to the Services under the terms and conditions set out in these Terms of Use, the Agreement and the General Terms and Conditions.
2. You will use the Services in the manner permitted by us. You are not allowed to transfer the right of use to others, establish (limited) rights or grant a sub-licence.
3. Deviations from these Terms of Use are only valid if we confirm them in writing.
4. All obligations we undertake in connection with the Services are obligations of effort. In the performance of the Services, there are no deadlines, except the payment deadlines that apply to you.
5. All (intellectual) property rights in connection with the Services belong to us. You only have a user right.
6. Access to the Services is arranged as follows:
  - you gain access to the Services by means of one or more personal accounts;
  - you create these accounts for persons designated by you;
  - the total number of accounts is always limited to a maximum determined by us;
  - the Services can be used via an app or web application, depending on the type of user.
7. You must keep your login data – which are part of our security – confidential. This also means that you will not give your login data to others. If you no longer have the login data or suspect that they are being used by someone else, you must inform us.
8. You do not leave the computer or device unattended with which you have access to the Services.
9. In order to improve the Services, we collect anonymous data on their use. This data shows us whether, by what means and how often certain features are being used.

### 3. USE AND AVAILABILITY

1. Use of the Services is at your own risk. We do not guarantee that the Services will be compatible with the hardware and software you use. We also do not guarantee that the Services will always be available or error-free (including free from security breaches, failures, damages, etc.), or will perform without interruption.
2. Occasionally maintenance takes place so the Services are not available. This takes place at times that as rule affect the usage as little as possible.
3. We may modify the Services from time to time as necessary for their performance. This includes adapting, supplementing or changing functionalities.
4. If there is an Incident, you will notify us immediately. You will cooperate fully with resolving an Incident and will provide all necessary

information upon our first request.

5. You will refrain from use that is or could be damaging to (the performance of) the Services or that (could) impede their functionality, or from use that causes a disturbance or nuisance. You are also not allowed to use the Services improperly, which includes storing or distributing information via the Services that is defamatory, slanderous or unnecessarily offensive.
6. If we have a good reason to do so (e.g. in case of harmful or improper use), we may deny you access to the Services immediately. Upon termination or discontinuation of the Services, we will never be liable to you.
7. You are responsible for all costs and damages resulting from harmful or improper use of the Services by you.

### 4. PRIVACY

1. We both treat all personal data confidentially and process it in accordance with the General Data Protection Regulation (GDPR).
2. *In case you are a data subject within the meaning of the GDPR:* our privacy statement applies. You have accessed it at <http://www.jex.nl/privacystatement> and agree to their content.
3. *In case we both are controllers within the meaning of the GDPR:* we both process data in accordance with our data exchange terms and conditions which can be accessed at <https://www.jex.nl/data-exchange-terms>. You have saved a copy of these and agree to their content.
4. *In case we are a processor within the meaning of the GDPR:* you are responsible for assessing whether the purpose and nature of the processing is appropriate to the Services. At your instruction we process personal data in accordance with our Data Processing Terms and Conditions, which can be accessed at <https://www.jex.nl/data-processing-terms>. You have saved a copy of these and agree to their contents.
5. You only provide us personal data which applies to you as natural person, or if and insofar as you are entitled to process them as a legal entity under the GDPR.
6. As a legal entity, you indemnify us against all claims of others in connection with a violation by you of the GDPR or a non-compliance with the provisions of this article and reimburse the related costs incurred by us.

### 5. FINALLY

1. We are never liable for (the performance of) services provided by you to a (joint) customer. Even if the services provided by you default towards this (joint) customer and this is (partly) attributable to the Services. In such a case, you have an independent obligation towards this (joint) customer.
2. These Terms of Use are subject to the General Terms and Conditions, which can be accessed at <http://www.jex.nl/general-terms>. You have saved a copy of these and agree to their contents.
3. The legal relationship between us and you is at all times governed by Dutch law. Any disputes arising from or related to a legal relationship between you and us will in the first instance be settled exclusively by the District Court of Rotterdam, unless mandatory legal provisions dictate otherwise. Nevertheless we will at all times be entitled to submit the dispute to another court having jurisdiction according to the law.