User Account

Version 1.1 dated 12-13-2019

Terms of use User account

1. Individual users - like **you** - can create a **user account** free of charge at the invitation of an organization. These Terms of Use apply to individual user accounts.
2. Organizations can purchase a subscription for a fee, after which we create an account for the organization (the **Organization account**). In the Organizational account assignments can be created, edited and managed by the organization (the **organization)**.
3. In order to login to the Organization account and use Trecxs, you must have a User account. The Organization determines whether you can access the Organization account via your User account and thus participate in assignments.
4. You are using the Software under the responsibility of the Organization, and you must follow the directions of the Organization. The organization can temporarily or permanently block your access to an organization account.
5. The Organization is the owner of the assignments and all the data that you enter and save in the Software. This means that the Organization decides what happens with the assignments and the data recorded in them.

General

1. These terms and conditions apply to the use of your User account.
2. These conditions apply not only to Trecxs, but also to all persons involved in the **Services** via Trecxs.
3. We will send these terms and conditions to you free of charge upon request. They are also available on the Website.
4. If any part of these Terms and Conditions is void or voidable, this shall not affect the validity of the remainder of these Terms and Conditions of Use or the agreement to which they apply. The void or annulled part shall be replaced by a provision that as far as possible follows the content of the void provision.

Availability

1. We will make every effort to make the Software available 24 hours a day, 7 days a week. Planned maintenance is basically done outside office hours (09:00 - 17:00). You will receive a notification via the portal 7 working days before the maintenance. Only in the event of an emergency should we carry out maintenance during office hours. We will do our utmost to inform you in advance.
2. We cannot guarantee that the Software is flawless. Please notify us immediately if there is a malfunction in the use of the Software, such as error messages, unexpected degradation of quality, failure of any part or functionality of the Software (an **Incident**). You can do this via the notification form in the Software or via email address support@trecxs.com. After a report of an Incident, we make an estimate of the priority of the Incident and we will start resolving the Incident as soon as possible.

Using the Software

1. If you want to use our Software, you must be invited by an organization to create an user account. Each user account is personal. You are responsible for keeping your account information and password strictly confidential. Notify the Organization immediately if your login details are no longer secret or if anyone other than yourself can log into the Organization account via your account.
2. You are responsible for the data you enter into the Software, and what you do with the output of the Software.

3. You are responsible for the technical operation and maintenance of the Internet connection, the internal network and all other IT systems required by the system requirements to use the Software. Trecxs is not responsible for Incidents relating to any of the above. If you use the Software improperly and cause an incident as a result, Trecxs is not responsible.
4. You may only use the Software for assignments that are directly related to the organization, i.e. where the role of client or contractor is fulfilled on behalf of the organization.
5. You may only use the Software for the purpose for which it is intended: "Creating, processing, managing and archiving assignments. With the innovative steering information from the Software, you can steer on projects, assignments and contracts. It is not permitted to include personal data in the assignments. Trecxs is not liable for any damage caused by the misuse of the Software by the User or Organization.
6. You will use the Software in accordance with applicable laws and regulations. The Organization is responsible for data collection and ensures that this is done in accordance with the applicable laws and regulations (such as the Personal Data Protection Act).
7. You can't cooperate:
    a. rent, object, license or otherwise misuse the Software;
    b. create or attempt to create a derivative or competitive version of the Software.
8. We have the right to (temporarily) block your account. We will do so if we have a reasonable suspicion that your account is in violation of the law or these terms and conditions.

Secrecy

1. The Organization is the exclusive owner of the data collected, processed and stored in the Organization account with the Software (the **Data**). We are obliged to keep all confidential information confidential.
2. Employees of Trecxs do not gain access to User or Organization accounts and the assignments of Organization, unless the Organization gives permission for this. See also our **Privacy Statement**.
3. Employees of Trecxs have access to User and Organization accounts and the assignments if that is necessary for the provision of the Services, or if there is a suspicion of abuse.
4. The Data is stored on the servers of third parties in Europe. These third parties may not give themselves access to the Data without permission.
5. At the latest 90 days after the termination of your User account, the data of your User account will be removed from the active Database. The automated backups of the database will be deleted at the latest after one year after termination. The data you have entered in the assignments are the property of the Organization and will be kept as long as the Organization has a valid Organization account.

Liability

1. Unless you have agreed otherwise, the Organization is liable for actions taken and data entered by Users who have been granted access to the Organization account by the Organization with their User account.
2. Trecxs is not responsible for the content of the Data that you have stored, collected or processed in Trecxs, the results that you have obtained through Trecxs on the basis of this data, and what you do with it.
3. Trecxs is not liable for any damage caused by improper use of the Software.
4. Trecxs will take care of the storage of the Data. Trecxs is not liable for the damage or loss of the data stored by Trecxs or by third parties.
5. Trecxs is only liable for the direct damage suffered by Organization, which is directly and exclusively the result of a shortcoming on the part of Trecxs.
6. Except insofar as this is impossible under Dutch law, any liability on the part of Trecxs is limited to the amount paid out by its liability insurance. If no payment is made under this insurance policy, liability is limited to the amount charged to the organization by Trecxs in the last 12 months. A claim lapses if Trecxs is not notified of this in writing within one month of the discovery of the event giving rise to liability.

Absence and force majeure

1. The User must reimburse all costs incurred by Trecxs in order to force the User to comply with these terms and conditions.

2. If a certain obligation is not fulfilled or if a certain period of time for the fulfilment of an obligation expires, the User is automatically in default. A letter of formal notice is not required.
3. Parties are not liable if they are unable to comply with these Conditions due to force majeure.

Amendment of these terms and conditions

We may amend these terms and conditions. If we significantly change the terms and conditions, we will post a notice on our Website along with the new terms and conditions. We will inform users who have registered with us with their e-mail address of any changes.

Applicable law and competent court

These Terms of Use are subject to Dutch law. In the event of any disputes, the court in Overijssel shall have exclusive jurisdiction.

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