

Organization Account

Version 1.2 dated 12-13-2019

Terms of use Organization account

1. Organizations can purchase a subscription for a fee, after which we create an account for the organization (the **Organization account**). In the Organizational account, commands can be created, edited and managed by the organization (the **Organization, You**) and users you give access to. These Terms of Use apply to your Organization account.
2. Individual users (**users**) can create an account at the invitation of an organization free of charge (the **user account**). In order to login to the Organization account as a User and use the Software, Users must have a User account.
3. The Organization determines whether Users can access the Organization account and view and/or edit assignments via their User account.
4. Users work with the Software under the responsibility of the Organization. Organization will ensure that the Users comply with the Agreement and these Terms of Use for the Organization account.

General

1. These terms and conditions apply to all services provided by Trecxs to the Organization and the Users that you have given access to your Organization account.
2. These conditions apply not only to Trecxs, but also to all persons involved via Trecxs in the implementation of the agreement between the Organization and Trecxs (the **Agreement**).
3. We will send these terms and conditions to you upon request. They are also available on the Website.
4. If any part of these Terms of Use is void or voidable, this shall not affect the validity of the remainder of these Terms 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.

Services

1. We offer a software solution for creating, processing, managing and archiving assignments, and possibly provide support (the **Services**).
2. We continue to improve and develop the Software. This means that sometimes we will change or remove features or functionalities, and sometimes we will add new ones.
3. We provide the Services in the form of a subscription that is defined in an Agreement. We have an obligation to make every effort to do this as well as possible.
4. In the Agreement, we agree on: the term, the usage fee, the conditions, and the limits for the use of the Software. The limits concern:
 - The number of active assignments (with an unlimited number of cycles);
 - The number of inactive assignments (with an unlimited number of cycles);
 - The maximum number of User accounts that can access the Organization account;
 - The number of key users receiving first-line support and the level of support;
 - The number of trainings included.
5. If you want different limits (e.g. because you want to use the Software to a greater or lesser extent) we will make you an additional offer with a financial proposal to set off against the current Agreement. After your approval, the Agreement has been amended on these points.
6. You have access to your Organization account for the duration of the Agreement. The day after the termination of the Agreement, access to the Organization account will be blocked.

Duration, period of notice, payment and refund

1. For all Agreements - unless otherwise agreed - an initial term of one year applies, which can always be extended by one year. You have to pay the annual usage fee in advance (**usage fee**).
2. You can terminate the Agreement after 1 year in writing with a notice period of 1 month. Trecxs may terminate the Agreement in writing with a notice period of 3 months. After the first year, we will refund the User Fee already paid for the days that you no longer use the Software to the Organization's bank account within 30 days after the termination.
3. If you do not cancel, we will send you an extension offer with an invoice for the following year 30 days before the expiration of the Agreement. The payment of this invoice is the formal confirmation of the renewal of the Agreement for one year.
4. We may apply an annual price adjustment to the Usage Fee.
5. If the payment term is exceeded, we will send you a payment reminder. If the invoice has not been paid within 14 days, we will block access to your Organization account. After payment we will restore access to your Organization account within 2 working days.
6. If you fail to pay the renewal invoice within 60 days from the date of the payment reminder, we will consider the Agreement as not being renewed, automatically terminating the Agreement. 90 days after the payment reminder, Trecxs will delete your Organization account data from the active Trecxs database.
7. We may both terminate the Agreement in writing with immediate effect by:
 - an application for suspension of payments by the other party;
 - granting of a suspension of payments to the other party;
 - an application for bankruptcy by the other party;
 - declaration of bankruptcy of the other party;
 - administration, receivership or debt rescheduling of the other Party.

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. If there is an emergency, we must carry out the 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.
3. If an Incident is caused by a defect in the Software, we will repair the Incident free of charge. A defect is an error in the Software which means that the reporting process is not supported by the Software (the **Defect**). We respond within 1 working day and recover as soon as possible.

Money-back guarantee

1. We are convinced that with the Software you can manage your assignments and contracts well. Doesn't the Software do what you expect it to do in your situation? If you are dissatisfied with the Agreement within 1 month from the start date and you cancel in writing, you will receive a full refund of the User Fee paid.
2. We do our utmost to make the Software work properly. If there is a Defect, please report it to us immediately. We'll get on with it then. However, if we are unable to remedy this Defect satisfactorily, you can terminate the Agreement without the usual notice period of 1 month. We will refund to you the User Fee paid for the unused remainder of the Agreement within 30 days.
3. If Trecxs is temporarily unavailable due to circumstances, and this takes longer than 5 full working days, you can request a refund of the paid Usage Fee for the unused days in excess of these 5 working days.

Using the Software

1. If you want to use our Software, you must register on our Website. Each user account is personal. Keep your account information and password strictly confidential. You are responsible for the use of the Software and for the security of the User accounts that you have given access to your Organization account. As an Organization, you need to point this out to the Users.
2. You are responsible for the data that you and the Users you have given access to enter into the Software, and for 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 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. Unless otherwise agreed in the Agreement, you may only use Trecxs 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 Users or the Organization.
6. The Organization shall 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. The Organization is not allowed:
 - to rent, object, license or otherwise misuse the Software;
 - to create or attempt to create a derivative or competitive version of the Software.
8. We have the right to (temporarily) block a User account or Organization account. We will do so if we have a reasonable suspicion that an account is in violation of the law or these Terms of Use.

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, unless the Organization gives permission for this. See also our Privacy Statement.
3. Trecxs employees have access to your Organizational Account and the assignments if this 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 the Agreement, the data of Organization will be removed from the active Database. This can't be recovered. The backups of the database will be deleted at the latest one year after the termination of the Agreement.

Liability

1. The Organization is liable for all actions taken and data entered by Users who have been granted access to the Organization account by the Organization with their User account. The organization will inform all Users about this.
2. Trecxs is not liable for the content of the Data that the User has stored, collected or processed in Trecxs and the results that the User has obtained through Trecxs on the basis of this data.
3. Trecxs is not liable for any damage caused by improper use of the Software.
4. Trecxs will take care of the careful 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 tot he extent that 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, liability is limited

to the amount charged by Trecxs to the User 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.

7. The User indemnifies Trecxs against all claims from third parties that are in any way related to the performance of the Services.
8. We may have work (partly) carried out by third parties if we believe this is necessary for the proper execution of the agreement. Sections 7:404 BW (execution by certain person), 7:407 subsection 2 (joint and several liability) and 7:409 BW (death of certain person) of the Dutch law are not applicable.

Absence and force majeure

1. The Organization must reimburse all costs incurred by Trecxs in forcing the Organization to comply with the Agreement.
2. If a particular obligation is not fulfilled or if a particular period of time for the fulfilment of an obligation expires, the Organization shall automatically be in default. A letter of formal notice is not required.
3. The parties are not liable if they are unable to comply with this Agreement due to force majeure. If the force majeure lasts longer than 30 days, Parties may terminate this Agreement in writing. In that case, there is no right to compensation.

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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