

# Terms and conditions for Service

The service "Service" is offered over the internet in the form of Software-as-a-Service by the company Service Provider. The use of Service is subject to the below terms and conditions. Using Service constitutes acceptance of these terms and conditions.

Deviations from these terms and conditions is possible only by means of written confirmation by Service Provider.

## Article 1. Use of the service

1.1. Service allows you to send files to third parties, for example because they are too large to send by e-mail. It is expressly forbidden to send files in violation of copyright, and to publish login data or downloadlinks for files.

1.2. To use Service, you first need to register. After completing registration, you can directly log into your account and use the service.

1.3. You must secure access to your account using the username and password against third parties. In particular you must keep the password strictly confidential. Service Provider may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are liable for these actions, unless and until you have notified Service Provider that someone else knows your password.

## Article 2. Terms of use

2.1. It is not permitted to use Service for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous or racist.

2.2. In particular it is not permitted to use Service for the distribution of files in violation of applicable copyright law. In addition it is expressly forbidden to share login data or publish download links for files. In case of a corporate account the latter restriction does not apply to colleagues.

2.3. In addition, on Service it is forbidden to

- exercise commercial activities;

and to do anything that violates applicable netiquette.

2.4. Should Service Provider discover that you violate any of the above, or receive a complaint alleging the same, then Service Provider may intervene to end the violation.

2.5. If in the opinion of Service Provider the continued functioning of the computer systems or network of Service Provider or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, Service Provider may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.

2.6. Service Provider is at all times entitled to file a criminal complaint for any offenses committed through or using the service.

2.7. Service Provider may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless Service Provider from all third-party claims arising out of your violation of these terms of use.

## Article 3. Availability and maintenance

7.1. This agreement enters into force as soon as you first use the service and then remains in force for a calendar quarter.

7.2. After this period the agreement is silently renewed with successive terms of the same period. If you entered into this agreement as a consumer, you may after the first silent renewal terminate the agreement at any time with a notice period of one month, calculated from the moment of the notice. Non-consumers can terminate the agreement by the end of the term indicated in the previous clause with a notice period of two months.

7.3. Service Provider is entitled to terminate the agreement if you have not used the service at all in the last 18 months. In such an event Service Provider shall first send a reminder mail to the e-mail address connected to your account.

7.4. Please note: it is not possible to export data you store or process using the service.

### **Article 8. Changes to terms**

8.1. Service Provider may change or add to these terms and conditions as well as any prices at the start of a new payment period (as defined in 5.1).

8.2. Service Provider shall announce through the service changes or additions at least thirty days before their taking effect.

8.3. If you do not want to accept a change or addition, you can terminate the agreement until the date the changes take effect. Use of Service after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

### **Article 9. Miscellaneous provisions**

9.1. Dutch law applies to this agreement.

9.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with Service shall be brought before the competent Dutch court for the principal place of business of Service Provider.

9.3. For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the Service service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.

9.4. The version of any communication of information as recorded by Service Provider shall be deemed to be authentic, unless you supply proof to the contrary.

9.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.

9.6. Service Provider is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of Service or the associated business activities.