



# General terms and conditions MySEPP

Version: 2.0 | Date: October 01, 2023

## 1. Scope of the license

- 1.1 SEPP Safety Solutions hereby grants ("you"), the company specified in the quotation, a right of use with regard to MY SEPP ("the App").
- 1.2 The App can be used for the purpose of carrying out Last Minute Risk Analysis and Safety and Workplace Inspections. Among other things, the App makes it possible to submit a safety notification on the basis of information recorded using a camera. This information is subsequently categorised and stored at an independent third party (SEPP Safety Solutions), whereby you have the option to manage this information as well.
- 1.3 The App may only be used on the device on which the App was downloaded and installed.
- 1.4 The use of the App requires an account.  
It is not permitted:
  - to use the App in such a way as to compromise safety;
  - to reverse engineer the App or to decompile the App, except where this is permitted pursuant to mandatory law;
  - to give copies of the App to third parties;
  - to sub-licence the App or make it available to third parties, whether through leasing, Software-as-a-Service arrangements or otherwise;
  - to remove marks or parts of marks which identify SEPP Safety Solutions B.V. as the party entitled to the App, or to make such marks illegible;
  - to use the App for operations which are in breach of the applicable laws and regulations. For example, you must hold the rights to the content (including photographs) that is stored via the App.
- 1.5 Although you are permitted to make a back-up copy of the App, this back-up copy may not be used, traded or disseminated independently otherwise than in combination with the original App.
- 1.6 The user agreement between you and SEPP Safety Solutions B.V. regarding the use of the App will take effect at the time when the App is put into use and will remain in force during the term of the agreement, as laid down in the quotation between you and SEPP Safety Solutions B.V.
- 1.7 After termination of the user agreement (for whatever reason), you must cease and not resume all further use of the App and remove all copies (including back-up copies) of the App from all your systems.
- 1.8 In addition to the provisions set out below, Apple's Appstore, Google Play and Microsoft may impose conditions with regard to obtaining and using the App and related matters. For more information, please check the conditions of use and privacy statements of Apple's Appstore, Google Play or Microsoft, as well as any applicable conditions set out on the website of the provider concerned.
- 1.9 You can access the App and the management platform via a username and password. You must keep these safe from unauthorised persons and therefore not disclose them to others. SEPP Safety Solutions B.V. will assume that all operations carried out through your account are carried out under your direction and supervision. It is up to you to decide who will be authorised for which functionality.

## 2. Intellectual property

- 2.1 All rights to the App, the associated documentation and all modifications and extensions are and will remain vested in SEPP Safety Solutions B.V. You will acquire only the rights of use and powers conferred under these terms and conditions, and are not permitted to use, reproduce or publish the App in other ways. The right of use granted is not exclusive and not transferable
- 2.2 You hereby grant SEPP Safety Solutions B.V., for the duration of the agreement, a non-exclusive and transferable right of use in respect of the information to be stored on our systems.

### 3. Personal data and security

- 3.1 You will process personal data via the App. In this context, SEPP Safety Solutions B.V. will act as the processor within the meaning of the Dutch Personal Data Protection Act (Wet bescherming persoonsgegevens), while you will be the controller. This is prescribed by law. You indemnify SEPP Safety Solutions B.V. against any and all claims from parties involved (your employees and any third parties engaged) under this Act.
- 3.2 SEPP Safety Solutions B.V. will ensure an appropriate level of security in view of the risks entailed by the processing and the nature of the data to be protected. Obviously this applies only to the personal data located within the environment of the App.
- 3.3 SEPP Safety Solutions B.V. uses SSL certificates to ensure the safe transmission of data and communication.

### 4. Updates

- 4.1 SEPP Safety Solutions B.V. regularly issues updates which may rectify errors or improve the functioning of the App.
- 4.2 Available updates for the App will be announced via a notification by way of Apple's Appstore and Google Play, on the understanding that it is your responsibility to be alert for such notifications. The updates are executed via this platform as well, for which purpose an active Internet connection is required.
- 4.3 The installation of updates requires your separate consent. In order for the updates to be executed properly, SEPP Safety Solutions B.V. depends on the availability of Apple's Appstore and Google Play, over which SEPP Safety Solutions B.V. has no control. SEPP Safety Solutions B.V. is not responsible or liable for the correct execution of the updates. There is no liability for losses resulting from errors which were rectified in an update you failed to install.
- 4.4 An update may entail conditions which vary from the provisions of this terms. You will always be notified of this in advance and will then have the opportunity to refuse the update. By installing such an update, you agree to these varying conditions, which will then become part of this agreement.

### 5. Support

- 5.1 You are ultimately responsible for the installation and use of the App. SEPP Safety Solutions B.V. will not provide support in using the App, except when rectifying errors reported by you.

### 6. Guarantees and liability

- 6.1 SEPP Safety Solutions B.V. guarantees that it will endeavour to investigate and repair reported defects in the App as quickly as possible or issue a workaround in this respect (whereby SEPP Safety Solutions B.V. may delay repairing errors with a limited impact until the next scheduled update), but makes no other guarantees.
- 6.2 Except in the event of wilful misconduct or gross negligence, or failure to comply with a guarantee as set out above, SEPP Safety Solutions B.V. will not be liable towards you, on whatever ground, for any losses in relation to the App. Furthermore, there will be no liability if the loss is due to force majeure.
- 6.3 The App must be regarded as a supporting tool to enhance the level of safety. SEPP Safety Solutions B.V. gives no guarantees in this respect. You will bear the responsibility for this. [xxx] The liability of SEPP Safety Solutions B.V. towards you, on whatever ground, is limited to the total amount you paid to SEPP Safety Solutions B.V. in the preceding six months, up to a maximum of EUR 5,000 on an annual basis. No liability is accepted for indirect losses, such as consequential losses, financial losses, loss of data, death or physical injury.
- 6.4 Furthermore, you are ultimately responsible for entering data or submitting a safety notification. Therefore SEPP Safety Solutions B.V. does not guarantee that the data is correct. In particular, this is because SEPP Safety Solutions B.V. cannot influence the correctness of information entered by you.
- 6.5 In order to provide the service, the App communicates via the Internet with a server managed by SEPP Safety Solutions B.V. or its suppliers. Although SEPP Safety Solutions B.V. does its utmost to keep this server available at all times, it cannot give any guarantees in this respect. From time to time SEPP Safety Solutions B.V. may install updates on the server, which may result in temporary unavailability. SEPP Safety Solutions B.V. will endeavour to inform you of this in advance. All provisions regarding updates, support and liability apply by analogy to the server. If you desire greater security and procedures with regard to availability, a supplementary Service Level Agreement may be concluded.
- 6.6 There is no liability if the unavailability is the direct or indirect result of the malfunctioning of Apple's Appstore, Microsoft or Google Play.
- 6.7 You indemnify SEPP Safety Solutions B.V. against claims from the users of the App and will fully compensate SEPP Safety Solutions B.V. in this respect. This involves your employees or any third parties engaged.

## 7. Other provisions

- 7.1 This user agreement is governed by Dutch law.
- 7.2 Insofar as the rules of imperative law do not dictate otherwise, any disputes that may arise as a result of this terms will be submitted to the competent Dutch court in Alkmaar.
- 7.3 If any provision of this terms is declared null and void, this will not affect the validity of the entire agreement. In that case, the parties will replace that provision by one or more new provisions that will reflect the purpose of the original agreement to the greatest extent possible under the law.
- 7.4 SEPP Safety Solutions B.V. has the right to transfer its rights and obligations relating to the provision of the App to third parties.

## 8. Terms of payment

- 8.1 We have the right to submit advance invoices for partial deliveries; this also applies if we have agreed fees and hour settlement rates with the client.
- 8.2 The client is required to pay us immediately in the designated currency after receipt of the (advance) invoices, however at the latest on the due date mentioned in the invoices, without deduction.
- 8.3 Payments shall be deemed to have been effected when the bank account indicated by us has been fully credited.
- 8.4 Disputes regarding the correctness of invoices shall be communicated to us in writing within 8 (eight) days after invoice date. Thereafter, Client's right to dispute the correctness of the invoice shall be expired. Only the part in dispute may be withheld by Client.
- 8.5 After the expiration of fourteen days after the payment Client who does not pay on time, be legally in default. If an amount due is not paid within the payment of statutory interest on the outstanding amount. Client agrees with electronic invoicing by Sepp Safety Solutions BV.

## 9. Taxes, duties, etc.

- 9.1 The price(s) as determined in this agreement are considered to be net of any taxes, duties, fees and such like levied by any governmental state, or local authority in Client's country, whether levied against Client or against. If such taxes, duties, fees and such like would arise, Client shall instantly pay these levies and/or reimburse these levies paid by SEPP Safety Solutions B.V.
- 9.2 The information shall not be disclosed to any person other than Client's employees and/or representatives who need to know such information in connection with the (performance of the) Agreement. Client shall instruct its employees and / or representatives to comply with the confidentiality obligations of the Agreement. Client shall not modify, copy, reverse assemble, reverse engineer, decompile or otherwise attempt to derive source code from any information.
- 9.3 The provisions of this paragraph shall survive the termination or expiration of the proposal, and upon conclusion of Agreement, the termination of the Agreement SEPP Safety Solutions B.V., to the best of its knowledge, states and represents that its existing intellectual property rights do not infringe upon the rights of any other person or legal entity, and are free from any claims. SEPP Safety Solutions B.V. shall not accept any liability for infringement of intellectual property rights.

## 10. Warranties

- 10.1 Customer is required to notify us of any defect, immediately after its discovery.
- 10.2 First, we should be given the opportunity to make repairs within a reasonable timeframe, or – at our discretion, to undo the defect by delivering a defect-free product or by creating a new product.
- 10.3 The costs related to meet the warranties to be borne by by SEPP Safety Solutions B.V. shall never exceed the costs, as foreseen in the Agreement, of provision of the Services or (part of) the delivery in dispute.
- 10.4 Claims of the client for necessary expenses to allow repair, in particular transportation-, road-, labor-and material costs are excluded to the extent that cost increase as a result of the object having been delivered later, to a different location than the contractual location of delivery, unless the transportation is in accordance with the intended use of the object delivered.
- 10.5 Legal recourse claims of the client against us only exist if the client has not made arrangements with his client that exceed the legal liability related to defects and rights. To the scope of the legal recourse claim of the client against us, the provisions of article 10.5 apply.
- 10.6 The limitation period for material and legal defects is one year and becomes effective at the transfer of the risk.
- 10.7 Furthermore, for material and legal defects and for our obligation to compensate costs – and damage – the legal provisions apply – subject to article 8 below.
- 10.8 This article 10 sets forth the sole and exclusive remedies in case of failure which meets the warranties as set out herein and therefore this article sets forth the sole and exclusive remedies for any claim based on and/or related to non compliance with the Agreement.
- 10.9 No reversal of the burden of proof detrimental to the client is connected to the arrangements above.

## **11. Suspension and termination**

- 11.1** In the event that Client fails to fulfil any of its substantial obligations, including (without limitation) Client's failure to fulfil its payment obligation, SEPP Safety Solutions shall have the right to suspend its performance in whole or in part with immediate effect without prior notice being required. All costs and damages resulting from Client's non-fulfilment, whether or not SEPP Safety Solutions elects to suspend, will be borne by Client, in addition to a reasonable extension of time for performance of SEPP Safety Solutions' obligations.
- 11.2** SEPP Safety Solutions shall resume its activities if and when payment of all costs and damages is effected.
- 11.3** SEPP Safety Solutions is entitled to terminate the Agreement if the non-fulfilment of Client's obligations(s) is not rectified by Client within 90 (ninety) days after notice thereof, and at any time without prior notice being required in case of bankruptcy / insolvency / (provisional) suspension of payment, winding-up, closing down or dissolution of Client's business.
- 11.4** Without prejudice to the right of SEPP Safety Solutions to be indemnified for all damages and costs resulting from termination and/or suspension, SEPP Safety Solutions shall receive all payments due until the date of termination. If Client's financial condition at any time does not justify continuance of the deliveries on the agreed terms of payment, SEPP Safety Solutions may require full or partial payment in advance.

## **13. Language**

- 13.1** All communications and documents exchanged between the Parties in connection with the Agreement shall be in the English language.