GENERAL TERMS AND CONDITIONS
EVIDOS B.V.

Version   1.0
Date   16 March 2018

These General Terms and Conditions apply to every offer or quotation submitted by Evidos B.V. in respect of its Services and form an integral part of every Agreement between Evidos B.V. and the Client. Provisions or terms and conditions stipulated by the Client that differ from, or do not appear in, these General Terms and Conditions are only binding upon Evidos B.V. if and to the extent that they have been expressly accepted by Evidos B.V. in writing.

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MODULE A – GENERAL

ARTICLE A.1.   DEFINITIONS
Capitalised terms in these General Terms and Conditions have the following meanings.

A.1.1.   **Additional Work:** work or other performances delivered by Evidos that do not fall under the contents and/or scope of the work and/or performances agreed upon in the Agreement and/or SLA, or changes therein (including amended functional specifications).

A.1.2.   **Agreement**: any agreement between Evidos and the Client on the basis of which Evidos provides Services to the Client.

A.1.3.   **API link**: a link made available to the Client following registration that facilitates automated use of the Services from the Client's system.

A.1.4.   **Appendix**: an appendix to these General Terms and Conditions, which forms an integral part of the Agreement.

A.1.5.   **Client**: the natural or legal entity with whom Evidos has entered into an Agreement.

A.1.6.   **Commencement Date:** the time that Evidos receives the Client's notice of acceptance and/or the Services are technically provided to the Client.

A.1.7.   **Consultancy**: services including the provision of advice.

A.1.8.   **Data:** the details provided by the Client, which are stored, accessible or otherwise processed through the Services, including but not limited to the documents.

A.1.9.   **End-User:** the natural person working within the Client's organisation (including but not limited to individuals employed or externally hired by the Client) who uses the Services through the Online Portal and/or the API link under the Client's responsibility.

A.1.10. **Evidos:** the company Evidos B.V., trading under the trade names Evidos, Signhost and Ondertekenen.nl among others, and registered with the Chamber of Commerce under company number 56686331.

A.1.11. **General Terms and Conditions**: the provisions set out in this document.

A.1.12. **Hardware:** the equipment to be provided to the Client by Evidos in accordance with the conditions of the Agreement.

A.1.13. **Intellectual Property Rights**: all intellectual property rights and related rights, including but not limited to copyright, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights as well as rights to know-how.

A.1.14. **Online Portal**: the right to access a user interface that enables the Client to manage and configure the Services or certain aspects of the Service(s), as well as the configuration(s), and the files that have been stored on the Client's behalf.

A.1.15. **Party (Parties)**: each party to the Agreement or both parties jointly.

A.1.16. **Service(s)**: the service(s) that Evidos will provide for the benefit of the Client, including but not limited to:

    a.   *Cloud Services*: services made available to the Client as an online service (software-as-a-service) through the Online Portal and/or API link, including but not limited to the provision of an online tool for digital document signature, and verification services.

    b.   *Training Courses & Consultancy*: services consisting of a form of knowledge transfer designed to familiarise the Client's employees with the Services to be provided by Evidos.

    c.   *Hardware*: services consisting of the provision of equipment by Evidos to the Client.

    d.   Other services as described in Evidos's offer or quotation.

A.1.17. **SLA:** the service level agreement (SLA) concluded separately between Evidos and the Client, which sets out agreements on the level, support, quality and the problem resolution procedure for the Services.

A.1.18. **Training Course(s):** the user training provided by Evidos for the benefit of the use of the Services.

A.1.19. **Website**: Evidos's website(s).

ARTICLE A.2.   APPLICABILITY AND PRIORITY

A.2.1. The specific modules apply if the requested or offered Services fall under the scope of application described in the module. Where a specific module applies, it prevails over Module A.

A.2.2. The definitions as described in Article A.1 apply to all modules of these General Terms and Conditions, unless a meaning is ascribed to them elsewhere in the Agreement and/or the General Terms and Conditions.

A.2.3. In the event of a conflict between the provisions of the Agreement, the General Terms and Conditions or appendices thereto, the following order of priority will apply:

    i.   the quotation or Agreement;

    ii.   the data processing agreement, if one has been entered into;

    iii.   the SLA, if one has been entered into;

    iv.   any appendices to the Agreement;

    v.   these General Terms and Conditions.

ARTICLE A.3.   QUOTATIONS AND FORMATION OF THE AGREEMENT

A.3.1. The Agreement with the Client is formed after written acceptance of the quotation or after an order is placed through the Website and/or through the Online Portal. Evidos can also issue and accept quotations via the Services.

A.3.2. Evidos's quotations are free of obligation and valid for the time period stated therein. If no time period is stated, the quotation is valid for thirty (30) days after the date on which it was sent.

A.3.3. The Agreement runs from the Commencement Date, unless a different Commencement Date has been agreed upon in writing.

A.3.4. If the information provided by the Client at the time of the application for the Agreement proves to be incorrect, Evidos has the right to adjust the Agreement accordingly, including but not limited to adjusting the prices and the package composition.

ARTICLE A.4.   PERFORMANCE OF THE AGREEMENT

A.4.1. Evidos will perform the Agreement upon formation to the best of its ability and with due care and professional competence, in accordance with the quotation and/or electronic order.

A.4.2. Delivery terms indicated by Evidos are always only indicative in nature and will under no circumstances be considered a strict deadline.

A.4.3. If and where required for the proper performance of the Agreement, Evidos is authorised to have certain activities performed by third parties. Any unforeseen additional costs relating to the above will only be borne by the Client if this has been agreed upon in writing in advance. These General Terms and Conditions also apply to the activities performed by third parties within the framework of the Agreement.

A.4.4. The Client is obliged to do everything that is reasonably required and desired to ensure that the Services are provided correctly and in a timely manner. In particular, the Client will ensure that all information of which Evidos indicates that it is required or with regard to which the Client can reasonably understand that it is required for the provision of the Services is made available to Evidos in time.

A.4.5. If the Client knows or can assume that Evidos will have to take additional or other measures to comply with its obligations, the Client will inform Evidos thereof as soon as possible.

A.4.6. If the Client requires any licence, certificate or further consent from government authorities or third parties for the Client's specific use or intended use of the Services, the Client itself will ensure that it obtains this. The Client guarantees in respect of Evidos that it holds all the necessary licences, certificates and/or consent for the Client's use of the Services.

A.4.7. Supplementary to the preceding paragraph, the Client must ensure that the applicable Dutch rules and regulations are complied with correctly. Evidos will under no circumstances be liable for a failure to comply with the applicable Dutch rules and regulations.

ARTICLE A.5.   SUPPORT

A.5.1. The Website provides the Client with information on the use of the Services.

A.5.2. Evidos will also make every effort to provide support in the provision of the Services in the form of telephone support or remote assistance that, in Evidos's opinion, is supportive and fast and can be performed easily. However, Evidos provides no guarantee with regard to the reaction times or level of support, unless otherwise agreed by means of an SLA.

A.5.3. The Client can report failures and submit questions in the manner indicated by Evidos via the Online Portal. The Client must submit complaints to Evidos in writing in the manner communicated via the Online Portal.

A.5.4. In addition to providing the support referred to in Paragraph 2, Evidos is prepared to perform certain other work for the benefit of the Client. At the Client's request, Evidos will draw up a quotation for the relevant work.

ARTICLE A.6.   ADDITIONAL WORK

A.6.1. All changes to the Services, whether at the Client's request or as a result of the fact that, due to unforeseen external circumstances, an alternative performance is absolutely essential, will be deemed to be Additional Work if additional costs are involved. These contract variations will be invoiced to the Client accordingly.

A.6.2. The right from the preceding paragraph is subject to the condition that Evidos has informed the Client about the circumstances and additional costs referred to in that paragraph promptly in advance by issuing an additional quotation. This quotation must be approved before Evidos can carry out the work classed as Additional Work.

ARTICLE A.7.   INTELLECTUAL PROPERTY RIGHTS

A.7.1. The Intellectual Property Rights relating to the Services, the associated software, the Website, and all information and images are vested exclusively in Evidos or its licensors.

A.7.2. The Client is solely granted a non-exclusive and non-transferable right of use for the duration of the Agreement, serving to enable the Client to use the Services in accordance with these General Terms and Conditions and/or the Agreement. In all other respects, the Client will not reproduce or publish any of the information and data referred to in Paragraph 1 without the separate written permission of Evidos.

A.7.3. Evidos has the right to refrain from granting or revoke the right of use as referred to in the preceding paragraph if the Client has failed to comply with its obligations under the Agreement.

A.7.4. The Client is not permitted to remove or modify any designation in respect of the Intellectual Property Rights.

A.7.5. Evidos is authorised to put technical measures in place to protect the Service software. If Evidos has protected its software using technical safeguards, the Client will not be permitted to remove or bypass that protection.

A.7.6. When using the Services, the Client also makes use of third-party services and/or software. This may be subject to the (open source) (licence) conditions of those third parties. The Client guarantees that it accepts and will strictly comply with these third-party conditions. The Client indemnifies Evidos against all third-party claims in connection with the guarantee provided to this end.

A.7.7. All information, including Data, entered in the Services by or on behalf of the Client remains the property of the Client. Evidos is granted a right to use this information for the duration of the Agreement, serving to enable Evidos to perform the Agreement and facilitate the use of the Services. The Client may revoke the right of use by deleting the relevant information and/or terminating the Agreement.

A.7.8. If the Client sends information to Evidos relating to feedback on an error or a suggestion for improvement, the Client grants Evidos an unlimited, perpetual right to use this information for the Services. This does not apply to information explicitly marked as confidential by the Client.

ARTICLE A.8.   PRICES

A.8.1. The fees for the Services to be provided by Evidos are described in the offer, quotation and/or on the Website.

A.8.2. All prices are quoted in euros and exclude turnover tax and other duties levied by the government.

A.8.3. Evidos is authorised to adjust the prices upon extension of the Agreement. Evidos is also authorised to increase the prices that it applies for the Services on an annual basis during the term of the Agreement, in accordance with the relevant price index figures for business services as published by Statistics Netherlands (*Centraal Bureau voor de Statistiek*, CBS). If a supplier of Evidos increases its prices in the interim, Evidos will be authorised to charge this increase on to the Client on a 1-to-1 basis, with immediate effect. Evidos will notify the Client of price changes as referred to in this article not less than thirty (30) days before they take effect.

A.8.4. If the Client exceeds or is at risk of exceeding the package specifications, the provisions of Article B.5.3 apply. In accordance with Article B.5.3., Evidos will be authorised to charge the

Client for exceeding the specifications in proportion to the package price by means of an additional invoice.

ARTICLE A.9. TERMS OF PAYMENT

A.9.1. Evidos will invoice the Client any one-off amounts owed in advance. Periodically owed amounts will be invoiced to the Client prior to the relevant period. If the Client places an order through the Website, it must pay using one of the payment methods offered on the Website or it will receive an invoice.

A.9.2. Evidos may send electronic invoices to the email address of the Client that is known to Evidos. The Client agrees to this invoicing method.

A.9.3. Unless agreed otherwise in writing, invoices are subject to a payment term of fourteen (14) days from the invoice date.

A.9.4. If the Client has not yet paid in full by the end of the payment term, Evidos will give the Client another opportunity to pay the invoice amount within fourteen (14) days. If the Client has still not paid an invoice in full after this term, it will automatically be in default without notice of default being required.

A.9.5. If the Client uses direct debit and the direct debit transfer fails, the Client will receive notification thereof and Evidos will have the right to charge the Client administrative costs.

A.9.6. In the event that the Client fails to pay by the due date, the Client is obliged to pay any and all judicial and extra-judicial costs, including the costs of lawyers, bailiffs and debt collection agencies, in addition to the amount payable and the relevant statutory (commercial) interest due.

A.9.7. In the event that the Client fails to comply with any obligation under the Agreement, in addition to being authorised to suspend the Services, Evidos will be authorised to take back any Hardware already delivered, without prejudice to Evidos's right to compensation of damage or loss, lost profit and interest.

ARTICLE A.10. PERSONAL DATA AND SECURITY

A.10.1. The personal data to be processed by Evidos in the performance of the Services are subject to the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens,* Wbp) and as from 25 May 2018 to the General Data Protection Regulation (GDPR), according to the terminology of which latter law the Client is the 'controller' of the data and Evidos is the 'processor'.

A.10.2. A data processing agreement containing additional guarantees in relation to the processing of personal data forms part of the Agreement and has been attached to these General Terms and Conditions as an Appendix.

ARTICLE A.11. LIABILITY

A.11.1. In the provision of the Services, Evidos is dependent on third-party services and infrastructure (including but not limited to suppliers of verification services such as SMS, iDeal, DigiD and iDIN) and it has no influence on or control of the relevant third parties. There will be no liability if failures in the Services are the direct or indirect result of third-party infrastructure and services changing and/or failing to perform correctly.

A.11.2. Evidos is liable to the Client only for direct damage or loss arising from an attributable breach of the Agreement. Only the following definition applies to direct damage or loss:
   a. the damage caused directly to tangible objects ('property damage');
   b. the reasonable and demonstrable costs that the Client has had to incur in demanding that Evidos properly perform the Agreement (again);
   c. the reasonable and demonstrable costs incurred to determine the cause and the extent of the damage or loss, to the extent relating to the direct damage or loss as referred to here;

     d.   the reasonable and demonstrable costs incurred by the Client to prevent or minimise the direct damage or loss as defined in this article.

A.11.3. Evidos is in no case liable for compensation for indirect damage or loss, consequential losses, loss of profit, lost savings and losses due to business interruption.

A.11.4. Per event or per series of connected events, the maximum amount that will be paid out in the event of liability pursuant to Paragraph 2 of this article will be limited to the total amount due for six (6) months (exclusive of VAT) in accordance with the Agreement. The total maximum amount that can be claimed each year is EUR 50,000 (exclusive of VAT). In no case shall the total compensation for direct damage or loss amount to more than the amount to be paid out under the professional liability insurance of Evidos in relation to the damaging event.

A.11.5. The limitation of liability as referred to in the preceding paragraphs of this article will lapse if and insofar as the damage or loss is due to wilful misconduct or gross negligence on the part of Evidos's management.

A.11.6. Evidos can be held liable for an attributable breach of the Agreement only if the Client promptly gives Evidos proper notice of default in writing, stating a reasonable time period in which to remedy the breach, and Evidos continues to attributably breach its obligations even after that period. The notice of default must describe the failure in the greatest possible detail, so as to enable Evidos to provide an adequate response. The notice of default must be delivered to Evidos within thirty (30) days of the discovery.

A.11.7. The Client indemnifies Evidos against any third-party claims and entitlements in connection with a violation of the obligations arising from the Agreement and/or any applicable rules or regulations that can be attributed to the Client and/or a third party that it has engaged.

ARTICLE A.12. FORCE MAJEURE

A.12.1. Neither Party may be bound to perform any obligation if a circumstance beyond the Parties' control, which could not or should not have been foreseen when the Agreement was entered into, negates every reasonable opportunity to perform.

A.12.2. Force majeure includes but is not limited to: failures of public infrastructure that is normally available to Evidos and on which the delivery of the Services depends, but over which Evidos has no actual control or in respect of which Evidos can make no contractual obligation to perform, such as Internet networks with which Evidos has not entered into a contract; failures of the Evidos infrastructure and/or Services caused by computer crimes, such as DOS or DDOS attacks and successful or unsuccessful attempts to circumvent network security or systems security; failures of Evidos's suppliers, which Evidos could not have foreseen and for which Evidos is unable to hold its supplier liable, for example because force majeure similarly applied to the relevant supplier; defective items, equipment, software or other source material, the use of which has been stipulated by the Client; unavailability of staff/secondees (due to illness or otherwise); government measures; general transport problems; strikes; wars; terrorist attacks; and civil commotion.

A.12.3. If a force majeure situation exceeds thirty (30) days, either Party is entitled to terminate the Agreement in writing. In such case, that which has already been performed under the Agreement will be paid for on a proportional basis, without the Parties owing each other anything else.

ARTICLE A.13. CONFIDENTIALITY

A.13.1. The Parties will treat the information that they provide each other before, during or after the performance of this Agreement as confidential if such information has been marked as confidential or if the receiving Party is aware or should reasonably assume that the information was intended to be confidential. The Parties will similarly impose this obligation on their employees, as well as on any third parties that they have engaged to perform the Agreement.

A.13.2. The duty of confidentiality also remains in force after termination of the Agreement for whatever reason, and for as long as the Party providing the information can reasonably claim that the nature of the information is confidential.

ARTICLE A.14.   DURATION AND CANCELLATION

A.14.1. The Agreement will be concluded for the duration stated in the offer or quotation. If no duration is stated, the Agreement will be entered into for the duration of twelve (12) months. If a trial period applies, the Agreement will remain effective for the duration of this trial period. The Agreement can only be cancelled prematurely as stipulated in these General Terms and Conditions, or subject to the approval of both Parties.

A.14.2. Should the Agreement be a Continuing Performance Contract, and not be cancelled through written termination before the end of the aforementioned period, it will be automatically renewed for the same period, unless agreed otherwise in writing.

A.14.3. Both Parties will observe a notice period of one (1) month.

A.14.4. Evidos may suspend or cancel the Agreement with immediate effect in writing, if at least one of the following extraordinary grounds applies:

a. The Client is declared bankrupt.
b. The Client is granted suspension of payments (provisional or otherwise).
c. The Client's activities are discontinued or wound up.
d. The Client defaults on a material obligation under the Agreement.

A.14.5. If Evidos suspends compliance with the obligations, this will not affect its statutory rights or rights under the Agreement, including the right to payment for the Services that it has suspended.

A.14.6. Upon termination of the Agreement, any claims of Evidos on the Client will become immediately due and payable. In the event that the Agreement is terminated, the amounts already invoiced for the services already performed will remain payable without any obligation to reverse, and under no circumstances will Evidos be obliged to repay any payments already received from the Client. In the event that the Client terminates the Agreement, the Client may only terminate that part of the Agreement that Evidos has not yet performed. If termination is attributable to the Client, Evidos is entitled to compensation for the damage or loss arising either directly or indirectly as a result thereof.

A.14.7. The right to suspend in the above cases simultaneously applies to all the Agreements entered into with the Client, even if the Client has only defaulted on one Agreement, without prejudice to Evidos's right to compensation for damage or loss, lost profit and interest.

A.14.8. Application of Section 6:271 et seq. of the Dutch Civil Code is excluded. This section of the law details the tenet of rescission. Rescission of the Agreement is explicitly excluded.

ARTICLE A.15.   AMENDMENT OF TERMS AND CONDITIONS

A.15.1. Evidos reserves the right to amend or supplement the Services and these General Terms and Conditions. Amendments also apply to Agreements already entered into, subject to a notice period of thirty (30) days following the announcement of the amendment.

A.15.2. Changes will be announced on the Website, by means of an email to the Client or via another channel that allows Evidos to prove that the Client received the notice. Non-substantive minor changes can be implemented at all times, without requiring notification.

A.15.3. If the Client does not wish to accept an amendment, the Client must inform Evidos thereof in writing within fourteen (14) days of being informed thereof, stating reasons. This may give Evidos cause to review the amendment. If Evidos does not subsequently retract the amendment, the Client may terminate the Agreement with effect from the date on which the new terms and conditions take effect.

ARTICLE A.16.   OTHER PROVISIONS

A.16.1. The Agreement is subject to Dutch law.

A.16.2. To the extent that the rules of mandatory law do not prescribe otherwise, all disputes that may arise from the Agreement will be submitted to the competent Dutch court in the district in which Evidos has its offices. A.16.3. In these General Terms and Conditions, the term 'written/in writing' also includes communication by email, provided that the identity and integrity of the email have been sufficiently established.

A.16.4. If any provisions in the Agreement are declared null and void, this will not affect the validity of the entire Agreement. In such case, the parties will stipulate a new provision or new provisions to replace any such provisions, reflecting the purport of the original Agreement and the General Terms and Conditions as much as legally possible.

A.16.5. The log files and electronic or other Evidos administrative records constitute conclusive evidence of Evidos's statements, and the version of any electronic or other communication received or stored by Evidos is considered authentic, subject to evidence to the contrary to be submitted by the Client.

A.16.6. Evidos is entitled to assign its rights and obligations under the Agreement to a third party that takes over the service or the relevant business activity from Evidos.

A.16.7. The applicability of the duty to disclose information set out in Section 6:227b(1) and Section 6:227c of the Dutch Civil Code is expressly excluded.

MODULE B – CLOUD SERVICES

If the Service involves or also involves supplying the Client with Cloud Services, including but not limited to supplying a Cloud Service for digital document signature and providing verification services, the conditions in this module apply as well.

ARTICLE B.1.   USE OF THE SERVICE

B.1.1.   The Service enables the Client to do a number of things, including but not limited to digitally signing documents in an easy way. The Client will decide how it will use the Service, and for which specific objectives.

B.1.2.   The Service will be made available to the Client as an online software service (software-as-a-service) as soon as possible from the Commencement Date or any other date that has been agreed upon in writing. Evidos will inform the Client when the Service will be made available.

B.1.3.   If agreed, Evidos will grant the Client access to the Online Portal as soon as possible after the Commencement Date of the Agreement. The Online Portal will be accessible by using the login details as provided by Evidos. The Client is aware that loss of these login details may lead to unauthorised access to the Service. The Client will secure the login details against unauthorised access and unauthorised persons.

B.1.4.   In particular, the Client must keep the password strictly confidential. Evidos may assume that all the activities carried out through the Online Portal of the Client after the user name and password were used to log in take place under the supervision and control of the Client. This means that the Client is liable for all these actions, unless the Client has informed Evidos that another person knows the password.

B.1.5.   In the event of a suspicion of abuse of the Online Portal, the Client must inform Evidos without delay and amend the (login) details.

B.1.6.   If agreed and upon the Client's request, Evidos will also provide an API link for the automated use of the Service. Evidos will make a key (API key) available at the Client's request. The Client must keep the API key strictly confidential and only use it for the Client's own use of the API link. Others must not be permitted to use the API key without Evidos's separate permission. The provisions of these General Terms and Conditions apply equally to the use of the API link.

ARTICLE B.2.   RULES OF USE

B.2.1.   Using the Service for activities that conflict with Dutch law or other applicable rules and regulations, or to violate the rights of third parties, is forbidden.

B.2.2.   The Client may only use the Service for its own use. Using the Service for the benefit of third parties, or giving third parties access to the Online Portal, is expressly forbidden. In derogation from the above conditions, the Client is allowed to make the Service available to End-Users for the benefit of the use of the Service under the responsibility of the Client.

B.2.3.   It is also prohibited to use the Service in such a way that it inconveniences or hinders third parties. This includes using the Client's own scripts or programs or excessive use of the Service.

B.2.4.   Activities that are prohibited particularly include but are not limited to:
   a.   spreading information in violation of copyrights, or posting hyperlinks to such information;
   b.   using the Service without complying with the applicable rules and regulations related to the protection of personal data, such as the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*). In particular, the Service may not be used for collecting or distributing third-party personal data without legal basis;
   c.   using the Service to offer materials that are unmistakeably libellous, slanderous, offensive, racist, discriminatory, hatemongering and/or in any other way unlawful;

> d.   sending spam and/or any other form of (unsolicited) communication using the Service;
>
> e.   spreading malicious content, such as viruses or spyware.

B.2.5.   If Evidos finds or may reasonably assume that the Client has violated the above conditions, or receives a complaint, it will give the Client a warning. If this does not lead to a satisfactory solution, Evidos itself may intervene to end the violation. In urgent or serious cases, Evidos may intervene without warning.

B.2.6.   If, at Evidos's discretion, the operation of its computer systems or network, third-party networks and/or service provision via the Internet is hindered or at risk, in particular as a result of excessive amounts of email or other data being sent, leaked personal data or virus activity, Trojan horses and similar software, Evidos is authorised to take any reasonable measures that it deems necessary to avert or prevent such risk. Evidos is also entitled to limit the provision of its services in those cases where (excessive) use of the Service leads to an unconventional pattern and/or in cases where unconventional document types, formats, volumes, locations or data origins are processed via the Service.

B.2.7.   Evidos will at all times be authorised to report any criminal acts discovered. In addition, Evidos is authorised to provide the name, address, IP address and other identification data of the Client to a third party who has complained that the Client has breached their rights or these General Terms and Conditions, provided that the accuracy of that complaint is reasonably and sufficiently plausible, there is no other way in which these data could be obtained and the third party has a clear interest in being provided with these data.

B.2.8.   Evidos may recover from the Client any damage or loss suffered as a result of violation of these rules of conduct. The Client indemnifies Evidos against all third-party claims pertaining to damage or loss arising from a violation of these rules of use.

ARTICLE B.3.   RESPONSIBILITIES OF THE CLIENT

B.3.1.   The Client bears responsibility for choosing an electronic signature method made available by Evidos and the purpose for which the electronically signed document will be used.

B.3.2.   The Client bears responsibility for uploading, storing, saving and archiving the Data. Data is only saved on a temporary basis: Evidos stores the Data for no longer than necessary to provide the Service in full. Evidos may impose a maximum limit on the amount of storage space or data traffic that the Client may or can actually use each month within the framework of the Service. Where an excessive amount of data use is caused by an external cause (such as a denial-of-service attack), Evidos is authorised to charge the costs to the Client in accordance with the principles of reasonableness and fairness.

B.3.3.   The Client also bears responsibility for deciding which companies/individuals it invites to add electronic signatures. The Client hereby declares that it has permission, where required by law, to send an invitation by email to these companies/individuals.

B.3.4.   The Client is responsible and liable for the submission and receipt or non-receipt of email messages sent using the Service.

B.3.5.   The Client bears full responsibility for the content and monitoring of the documents. Evidos has no knowledge of the content of the documents that are signed. The Client is fully and independently accountable should documents uploaded using the Service be inaccurate and/or unlawful. The Client indemnifies Evidos against all third-party claims that are based on the signed documents that the Client has generated through the Service being unlawful.

ARTICLE B.4.   AVAILABILITY, FAILURES AND MAINTENANCE

B.4.1.   Evidos will make every effort to deliver the Service to the best of its ability and keep it available, but provides no guarantees with regard to its performance and does not guarantee uninterrupted availability of the Service, unless it is otherwise agreed upon in writing by means of an SLA.

B.4.2. Evidos has the right to take its systems, including the Service, or parts thereof temporarily out of operation for the purpose of maintenance (whether planned or unplanned), modification, improvement or deletion. Evidos will under no circumstances be liable to pay compensation for damage or loss suffered in connection with access to the Service being disabled.

B.4.3. Evidos reserves the right to adapt its systems, including the Service, from time to time in order to improve its functionality and correct errors. The Client's feedback and suggestions in respect thereof are welcome; however, Evidos itself will ultimately decide which modifications are or are not made. In the event of modifications that are relevant to multiple clients, it is not possible to waive a specific modification only for the Client's benefit.

B.4.4. Evidos is dependent on the infrastructure and services of third parties for the availability of the Service. The Client is aware that these third parties can change the services and infrastructure at any time and that this may affect the availability of the Service.

B.4.5. Evidos is entitled to no longer maintain or to delete links with third parties.

ARTICLE B.5.   FEE FOR THE SERVICE

B.5.1. Use of the Service is subject to a per transaction fee, as specified on the Website and/or in further documentation provided by Evidos. This fee will be paid in credits. The Client purchases credits in advance. Evidos is entitled to change the credit model at any time.

B.5.2. Credits will not be refunded. Evidos has the right to cancel credits that are more than one year old. In the case of an agreement that may be cancelled on a monthly basis, credits are valid for one month.

B.5.3. If the Client is at risk of exceeding the number of credits, Evidos will notify the Client as such. If the Client continues to use the Service and exceeds the number of available credits despite this warning, Evidos is entitled to charge the Client for the excess in accordance with Article A.8.4.

ARTICLE B.6.   PROCEDURE UPON TERMINATION OF THE AGREEMENT

B.6.1. In the event of termination of the Agreement for whatever reason, Evidos shall be entitled to terminate or revoke the Service and to delete or render inaccessible all data stored for the Client immediately after the date on which the Agreement expires. In this context, Evidos is under no obligation to provide the Client with a copy of the data of its own accord. The Client may, however, request a copy prior to termination of the Agreement, at the Client's expense.

B.6.2. Any credit balance will expire immediately upon termination of the Agreement. The Client will not be entitled to any refunds in the event that the Agreement is terminated for whatever reason.

MODULE C – TRAINING COURSES AND CONSULTANCY

If the Service involves or also involves providing Training Courses and advice, including but not limited to supervising implementation processes, the conditions in this module apply as well.

ARTICLE C.1.   TRAINING COURSES

C.1.1.   If the Service involves or also involves the provision of Training Courses by Evidos, the conditions in this article apply as well.

C.1.2.   Evidos is permitted to change the location and the dates/times of the Training Courses. The Client will be notified accordingly within five (5) working days at the latest before commencement of the Training Course.

C.1.3.   A minimum and maximum number of participants is set for each Training Course. Evidos retains the right to reschedule the Training Course if there are not enough applicants. The Client will be notified of the new date as soon as possible. Evidos also has the right to cancel the Training Course and will in this case refund any sums already paid.

C.1.4.   The Client is entitled to reschedule the Training Course free of charge up to thirty (30) days before the (first) date of the Training Course. If the Client cancels the Training Course, the agreed fee will remain due in full.

C.1.5.   If a trainer is unable to hold the Training Course due to illness or any other form of force majeure, Evidos retains the right to provide a replacement trainer or to reschedule the Training Course, which may then also be run by a different trainer.

C.1.6.   Training materials provided to the Client may only be used for the Client's own (study) purposes. Except with Evidos's permission, the Client is not permitted to (a) publish these training materials, (b) use these training materials to hold training programmes/sessions/courses etc. and/or (c) use the training materials on any (other) commercial basis.

ARTICLE C.2.   CONSULTANCY

C.2.1.   Evidos will perform Consultancy to the best of its ability, exercising due care and professionalism.

C.2.2.   The Parties will decide in advance what the Consultancy will involve. Where necessary, any changes will be made in mutual consultation. Evidos is entitled to charge any associated additional costs, which will be communicated to the Client in advance wherever possible.

C.2.3.   Consultancy is at all times a best-efforts obligation in the context of the Agreement, unless agreed otherwise in writing.

C.2.4.   The Client is aware that its decision to adopt Evidos's advice will be entirely at its own risk. Evidos is only liable for damage or losses incurred insofar as they arise from the Agreement.

C.2.5.   Wherever possible, Evidos will provide the Client in advance with an estimate of the time and costs relating to the activities. The time required for the activities in question depends on various factors, including the Client's cooperation. Evidos is entitled to invoice the Client for Consultancy based on subsequent costing.

C.2.6.   In addition to the provisions of the preceding paragraph, Evidos is dependent on the information provided by the Client. Under no circumstances is Evidos responsible for or obliged to verify the information provided.

C.2.7.   Evidos will at all times be authorised to cancel Consultancy activities in writing and in advance, or to reschedule the date or time. If Evidos cancels Consultancy activities, the Parties will consult in order to agree a new date.

C.2.8.   The Client is entitled to cancel the Consultancy activities until seven (7) days before the commencement of the activities. If the Client cancels the Consultancy activities within seven (7) days before the commencement of the activities, the Client must pay the full amount due for the activities and Evidos will not be obliged to refund any payments made.

MODULE D – HARDWARE

If the Service involves or also involves supplying Hardware, the conditions in this module apply as well.

ARTICLE D.1.   SUPPLY OF HARDWARE

D.1.1.   Hardware is delivered to the Client when it is delivered to the delivery address specified by the Client in the order and the delivery is accepted by the Client.

D.1.2.   The Client is obliged to check the Hardware as soon as it has been received. If the Client finds visible errors, faults and/or defects, it must notify Evidos within 24 hours.

D.1.3.   Evidos must be notified of any other complaints by registered letter within five (5) working days of receipt of the products or completion of the work.

D.1.4.   If the aforementioned complaint is not notified to Evidos within the periods specified, the Hardware will be deemed to have been received in good condition or the work deemed to have been carried out properly.

D.1.5.   Minor deviations from dimensions, weights, quantities, colours and other such data stated will not constitute a failure on the part of Evidos.

D.1.6.   Complaints do not suspend the Client's payment obligation.

D.1.7.   If the nature and/or composition of the Hardware has changed or all or part of the Hardware has been processed, modified or damaged after delivery, any right of complaint will lapse.

D.1.8.   As long as the Client has not paid the agreed amount in full, Evidos will retain ownership of the Hardware delivered. Ownership of the Hardware supplied will transfer once Evidos has received full payment of the costs associated with this Hardware, unless agreed otherwise in writing.

D.1.9.   In the event of repair or replacement of the Hardware supplied by Evidos, the Client itself is responsible for making backups in order to retain the stored data.

ARTICLE D.2.   GUARANTEE

D.2.1.   Evidos guarantees the operation of the supplied Hardware in accordance with the specifications notified to the Client in advance for 1 year after delivery, and is accountable to the Client for this.

D.2.2.   If the manufacturers of the supplied Hardware have specific guarantee schemes which are longer than that given by Evidos, they remain valid and Evidos remains responsible for dealing correctly with the Hardware covered by those guarantees.

D.2.3.   The guarantees given by Evidos and manufacturers do not affect the statutory guarantee period applicable to Hardware.

D.2.4.   The guarantee on Hardware lapses in the event of unauthorised modification, failure to follow the instructions for use or other careless use of the Hardware by the Client.

D.2.5.   If the Client makes use of the guarantee within the set periods and within the rules, Evidos will endeavour to arrange for the Hardware to be repaired or replaced as soon as possible, but no later than 30 days after receipt in the proper manner of the returned Hardware.

D.2.6.   Evidos is not liable for the loss of data resulting from the repair or replacement of Hardware.

ARTICLE D.3.   INSTALLATION AND CONFIGURATION

D.3.1.   Unless agreed otherwise in writing, the Client bears full responsibility for the hardware, software and network environment, as well as for the installation of the Hardware.

D.3.2.   If agreed separately in writing, Evidos is prepared to install the Hardware for the Client through the deployment of Consultancy hours. At the Client's request, Evidos will draw up a quotation for the relevant work. Insofar as this is possible, Evidos will always notify the Client of the required Consultancy hours and costs of installation in writing prior to performing the activities.

D.3.3. In the event that Evidos performs the installation as referred to in the preceding paragraph, the Client will, at Evidos's request, grant Evidos's staff and auxiliary persons all the necessary access to the environment to facilitate installation, configuration, maintenance and modifications of the Hardware. At Evidos's request, the Client will make its own employees available.

D.3.4. The Client has full and sole responsibility for the choice, purchase and management of the Hardware within which the configuration and installation will take place. Evidos will give instructions with regard to the desired configuration. If the designated network does not meet the requirements of Evidos, Evidos shall be entitled to refuse the installation and configuration.

ARTICLE D.4.   RETURNS

D.4.1. If the Client makes use of the guarantee, it will return the supplied Hardware and all accessories to Evidos in their original condition at the time of delivery as far as possible, in accordance with Evidos's return procedure.

D.4.2. If there are costs associated with returns under the guarantee, they are payable by the Client.

ARTICLE D.5.   PROCEDURE UPON TERMINATION OF THE AGREEMENT

D.5.1. If the Client has not paid for the Hardware in full upon termination of the Agreement, Evidos will be authorised to take back any Hardware already delivered, without any obligation to pay compensation.

D.5.2. The Client will grant Evidos access to the Hardware immediately on Evidos's request.

D.5.3. The Client is responsible for remedying any damage that arises or has arisen following the removal of the Hardware.

APPENDIX 1 – DATA PROCESSING AGREEMENT

Version: 1.0
Date: 23 January 2018

This Data Processing Agreement is an appendix to the Agreement between Evidos (hereinafter referred to as the 'Processor') and the Client (hereinafter referred to as the 'Controller'), hereinafter jointly referred to as the 'Parties' and individually as a 'Party';

WHEREAS:

- the Controller wants to use the services of the Processor for the digital signing of documents;
- the Controller and the Processor concluded the Agreement with respect to the previous mentioned purpose;
- the Controller wants the Processor to execute certain types of data processing in accordance with the Agreement;
- the Controller has determined the purpose of and the means for the processing of personal data as governed by the terms and conditions referred to herein;
- the Processor has undertaken to comply with this data processing agreement (hereinafter: 'the Data Processing Agreement') and to abide by the security obligations and all other aspects of the General Data Protection Regulation (hereinafter: 'GDPR');
- the Controller is hereby deemed to be the responsible party within the meaning of article 4 paragraph 7 of the GDPR;
- the Processor is hereby deemed to be the processor within the meaning of article 4 paragraph 8 of the GDPR;
- where, within the meaning of this Data Processing Agreement, the GDPR is referred to, until the 25th of May 2018, the corresponding provisions of the *Wet bescherming persoonsgegevens* are meant;
- the Parties, having regard also to the provisions of article 28 of the GDPR, wish to lay down their rights and duties in writing in this Data Processing Agreement,

HAVE AGREED AS FOLLOWS:

ARTICLE 1.   PROCESSING OBJECTIVES

1.1.   The Processor undertakes to process personal data on behalf of the Controller in accordance with the conditions laid down in this Data Processing Agreement. The processing will be executed exclusively within the framework of the Agreement, and for all such purposes as may be agreed to subsequently.

1.2.   The Controller itself determines which kinds of personal data will be processed by the Processor and on which (categories of) data subjects these personal data is related; the Processor has no influence on this aspect. This depends on the services obtained by the Controller and the way in which the Controller is using the services. As far as possible, the Controller will notify the Processor of (changes in) the categories of personal data and data subjects, to the extent these have not already been cited in the Agreement and/or in annex 1 of this Data Processing Agreement.

1.3.   The Processor shall refrain from making use of the personal data for any purpose other than as specified by the Controller. The Controller will inform the Processor of any such purposes which are not contemplated in this Data Processing Agreement.

1.4.   The Processor shall take no unilateral decisions regarding the processing of the personal data for other purposes, including decisions regarding the provision thereof to third parties and the storage duration of the data.

1.5.   The Controller represents and warrants that it shall, as of the 25th of May 2018, maintain a record of processing activities as referred to in article 30 of the GDPR. The Controller indemnifies the Processor against all claims by third parties in connection with not complying with this duty to record.

ARTICLE 2.   PROCESSOR'S OBLIGATIONS

2.1.   With regard to the processing referred to in the previous article, the Controller and the Processor will undertake to comply with the applicable privacy legislation, such as the GDPR.

2.2.   On request of the Controller and within a reasonable time thereof, the Processor shall furnish the Controller with details regarding the measures it has adopted to comply with its obligations under this Data Processing Agreement.

2.3.   The Processor's obligations arising under the terms of this Data Processing Agreement apply also to whomsoever processes personal data under the Processor's instructions.

2.4.   In case applicable privacy legislation requires a 'Privacy Impact Assessment' to be conducted before the intended processing under the Agreement and this Data Processing Agreement may be carried out, then the Processor shall provide the Controller with assistance to the extent necessary and reasonable. The Processor may charge reasonable costs for the aforementioned assistance.

ARTICLE 3.   TRANSMISSION OF PERSONAL DATA

3.1.   The Processor may process the personal data in countries within the European Union. In addition, the Processor may also transfer the personal data to a country outside the European Union provided that such country guarantees an adequate level of protection and it satisfies the other obligations applicable to it pursuant to this Data Processing Agreement and the GDPR.

3.2.   Upon request, the Processor shall notify the Controller as to which country or countries the personal data will be processed in.

ARTICLE 4.   ALLOCATION OF RESPONSIBILITY

4.1.   The permitted processing operations shall be (semi-)automated and performed under the control of the Processor. The Processor is solely responsible for the processing of personal data under this Data Processing Agreement, in accordance with the instructions of the Controller and under the (final) responsibility of the Controller. The Processor is not responsible for any other processing operations involving personal data, including the gathering of personal data by the Controller, processing for purposes that the Controller has not reported to the Processor and processing by third parties and/or for other purposes not stated in this Data Processing Agreement.

4.2.   The Controller represents and warrants that it has a valid legal basis to process the relevant personal data and to engage the Processor in relation to such processing of personal data. Furthermore, the Controller represents and warrants that the processing by the Processor is not unlawful and does not infringe any rights of a third party. In this context, the Controller indemnifies the Processor of all claims and actions of third parties related to the unlawful processing of personal data.

ARTICLE 5.   ENGAGING OF THIRD PARTIES OR SUBCONTRACTORS

5.1.   Within the framework of the Agreement and this Data Processing Agreement, the Controller hereby authorizes the Processor to engage third parties (sub-processors). On request of the Controller, the Processor shall inform the Controller about which sub-processors are engaged by the Processor. The Controller has the right to object (in writing, within two weeks and supported by arguments) to any engaged sub-processor within the framework of the Data Processing Agreement. If the Controller objects to any by the Processor engaged sub-processor, then the Parties will jointly endeavour to find a reasonable solution.

5.2.   The Processor shall in any event ensure that such sub-processors will be obliged to agree in writing to the same duties that are agreed between the Controller and the Processor.

ARTICLE 6.   SECURITY

6.1.   The Processor will endeavour to take adequate technical and organisational measures against loss or any form of unlawful processing (such as unauthorised disclosure, deterioration, alteration or disclosure of personal data) in connection with the performance of processing personal data under this Data Processing Agreement.

6.2.   With regard to the aforementioned paragraphs, the Processor shall take the technical and organisational measures as mentioned in Processor's security policy. This security policy is available on Processor's website: https://www.signhost.com/signhost-security, and may be updated from time to time.

6.3.   The Processor does not guarantee that the security measures are effective under all circumstances. The Processor will endeavour to ensure that the security measures are of a reasonable level, having regard to the state of the art, the sensitivity of the personal data and the costs related to the security measures.

6.4.   The Controller will only make the personal data available to the Processor if it is assured that the necessary security measures have been taken. The Controller is responsible for ensuring compliance with the measures agreed by and between the Parties.

ARTICLE 7.   DUTY TO REPORT

7.1.   In the event of a personal data breach, as referred to in article 4 paragraph 12 of the GDPR, the Processor will endeavour, to the best of its ability, to notify the Controller thereof within 36 hours, after which the Controller shall determine whether or not to inform the data subjects and/or the relevant regulatory authority(ies). The Processor will endeavour that the furnished information is complete, correct and accurate.

7.2.   If required by law and/or regulation, the Processor shall cooperate in notifying the relevant authorities and/or data subjects. The Controller remains the responsible party for any statutory obligations in respect thereof.

7.3.   The duty to report includes in any event the duty to report the fact that a leak has occurred, including details regarding:

- the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- the name and contact details of the data protection officer or other contact point where more information can be obtained;
- the likely consequences of the personal data breach;
- the measures taken or proposed to be taken by the Controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

ARTICLE 8.   HANDLING REQUESTS FROM INVOLVED PARTIES

8.1.   Where a data subject submits a request to the Processor regarding his/her personal data (for example, to inspect, correct or delete the data, or to receive a copy of the data), the Processor will forward the request to the Controller and the request will then be dealt with by the Controller. The Processor may notify the data subject hereof. On request of the Controller, the Processor will provide assistance with handling such request to the extent necessary and reasonable. The Processor may charge reasonable costs for such assistance.

ARTICLE 9.   NON-DISCLOSURE AND CONFIDENTIALITY

9.1.   All personal data received by the Processor from the Controller and/or compiled by the Processor within the framework of this Data Processing Agreement is subject to a duty of confidentiality vis-à-vis third parties.

9.2.   This duty of confidentiality will not apply in the event that the Controller has expressly authorised the furnishing of such information to third parties, where the furnishing of the information to third parties is reasonably necessary in view of the nature of the instructions and the implementation of this Data Processing Agreement, or if there is a legal obligation to make the information available to a third party.

ARTICLE 10.   AUDIT

10.1.   In order to confirm compliance with article 6 (security) and article 7 (duty to report) of this Data Processing Agreement, the Controller shall be at liberty to conduct an audit by assigning an independent third party who shall be obliged to observe confidentiality in this regard. Any such audit will follow the Processor's reasonable security requirements and will not interfere unreasonably with the Processor's business activities.

10.2.   The audit may only be undertaken when there are specific grounds for suspecting the misuse of personal data, and only after the Controller has reviewed the similar audit reports from independent third parties that are made available by the Processor, and the Controller still can provide legitimate reasons, after the review of these audit reports, to initiate an audit as mentioned in paragraph 1.

10.3.   An audit as mentioned in paragraph 1, may only be undertaken once per calendar year. At least two weeks before an audit can take place, the Controller shall inform the Processor of the audit.

10.4.   The Processor shall cooperate with the audit and provide all information reasonably relevant for the audit, including supporting data such as system logs, and employees, as promptly as possible.

10.5.   The findings in respect of the performed audit will be discussed and evaluated by the Parties and, where applicable, implemented accordingly as the case may be by one of the Parties or jointly by both Parties.

10.6.   The costs of the audit will be borne by the Controller. The Processor is entitled to charge additional costs with respect to the audit performed by the Controller. Insofar as possible, the Processor will inform the Controller of these costs before the audit is carried out.

ARTICLE 11.   DURATION AND TERMINATION

12.1.   This Data Processing Agreement is entered into for the duration set out in the Agreement, and in the absence thereof, for the duration of the cooperation between the Parties.

12.2.   The Data Processing Agreement may not be terminated in the interim.

12.3.   This Data Processing Agreement may only be amended by the Parties subject to mutual consent.

12.4.   Upon termination of the Data Processing Agreement, regardless of reason or manner, the Processor shall - at the choice of the Controller - return in original or copied format and/or destroy all personal data available to it.

ARTICLE 12.   MISCELLANEOUS

13.1.   The Data Processing Agreement and the implementation thereof will be governed by Dutch law.

13.2.   Any dispute arising between the Parties in connection with and/or arising from this Data Processing Agreement will be referred to the competent Dutch court in the district where the Processor has its registered office.

13.3. Parties shall provide its full cooperation in amending and adjusting this Data Processing Agreement in the event of new privacy legislation.

13.4. Logs and measurements taken by the Processor shall be deemed to be authentic, unless the Controller supplies convincing proof to the contrary.

ANNEX 1: CATEGORIES OF PERSONAL DATA AND DATA SUBJECTS

The Processor shall, depending on the services obtained by the Controller and the way in which the Controller is using the services, within the framework of the Agreement process in any case the categories of personal data as mentioned below, on behalf of the Controller, which relates the categories of data subjects as mentioned below. Certain categories of personal data and/or data subjects, as mentioned below, are optional; this is the choice of the Controller. The Controller guarantees the completeness and the correctness of the overview as mentioned in article 1.2 of this Data Processing Agreement and shall inform the Processor about the (changes in) the categories of personal data and data subjects.

Categories of personal data	Standard	SMS verification	iDEAL verification	DigiD verification	iDIN verification
first- and last name;	X	X	X	X	X
adress;					X
place of residence;			X		X
postal code;					X
(mobile) phone number;		X			
e-mailadress;	X	X	X	X	X
signature;	X	X	X	X	X
IP-adress;	X	X	X	X	X
signer ID;	X	X	X	X	X
account number;			X		
name account holder;			X		
date of birth;					X
citizen service number (*in Dutch: Burgerservicenummer*);				X	
PDF-documents.	X	X	X	X	X

The categories of data subjects to whom the personal data relates:
- The signers of the documents that are processed via the services of the Processor;
- The senders of the documents that are processed via the services