

## Terms of Service

### 1. Definitions

- When we say, “Bizaline”, “we,” “our,” or “us,” we’re referring to Bizaline BV, our employees, directors, officers, affiliates, and subsidiaries.
- When we say “Client”, you” or “your,” we are referring to the person or entity that’s registered with us to use the Bizaline Services.
- When we say “Terms,” we mean our Terms of Service, which includes our Privacy Policy (published on [www.bizaline.com](http://www.bizaline.com)).

### 2. Data & confidentiality

You own and manage your data.

During implementation, conversion and/or support, Bizaline will possibly gain access to confidential information from Client. Bizaline will treat all information as being confidential and no information (including customer-specific templates without “live” data) will be shared, used or presented to other parties outside Bizaline.

### 3. Data security

Bizaline adheres to a strict data security policy. Our clients can choose from its data storage location and its provider.

- We have an encrypted connection between the client, device and host (https)
- We use best practice for passwords (length and complexity)
- Clients have the option to turn on two-step authentication
- We regularly audit all login attempts (failed and successful logins)
- Our support team receives immediate notification of failed log in attempts and takes appropriate action
- We choose a data provider which delivers the highest levels of data security (facilities security)
- We require our staff and recommend our clients to store passwords in encrypted databases
- All data stays in the cloud. If client downloads a report or document on local device, the client is to ensure that that data is secured.
- Clients can choose to apply IP-white and blacklisting
- We apply strict security procedures for our own staff (hr policy)
- Annual independent audit commissioned
- Application for ISO-27001 in progress
- We communicate our Privacy Policy on our website

### 4. Service Level Agreement

Bizaline guarantees that our service is available 365 days per year without interruption. In case the service is unavailable during anytime during one office day (9am – 4pm) for more than 3 hours, the yearly license fee shall be decreased by 1/52 per day. The decrease of yearly license fee is limited to a maximum that is equal to the yearly license fee of that related year. Furthermore, Bizaline guarantees that it has all rights and licenses in order to provide the services under this Agreement.

## 5. Support

The license fee secures access to phone and email support. Bizaline will supply support to a fair extent during office hours (9am – 5pm) to a limited number of employees in Customer’s organization. Our support team is available (at least within 1 hour) through online messages in our software, by email and phone.

## 6. Updates & upgrades

Customer is informed about and agrees to that Bizaline is under constant development due to the continuous improvement and user feedback in general. New releases are communicated in a timely manner to the administrators with our clients. Any upgrades are provided to our clients free of charge. Maintenance activities are carried out after office hours, in order to maximise performance levels.

Development costs will be added if Customer requires development outside the scope of this contract. Examples can be: developing new reports. No development will be initiated without a written accept from Customer.

## 7. Intellectual Property

We own Bizaline and our Services. You may not copy, reproduce, alter, modify, resell, mirror, or create derivative works of Bizaline, our Services, or our content on Bizaline without our written permission.

## 8. Passwords and Accounts

Clients will maintain a responsible password policy.

## 9. Communication

Bizaline requires the client to assign a minimum of one employee/”superuser” to be available and responsible for the administrator role in the contract period. This person will act as the central communication hub between Bizaline and Client’s other employees so that the load on Bizaline’s support systems is minimized (see also “support”).

## 10. Contract period

Should the contract not be re-negotiated before the end of the contract period, the contract will automatically renew for 1 year at a time.

## 11. Termination

The contract can be terminated by the Client at any time – although prepaid fees will not be returned if the contract is terminated by Client.

In the event of cancellation or termination we can execute our data transfer procedure to assure clients keep access to their data. Once this procedure has been completed and signed off by the client, your account will be disabled.

In the event of business discontinuity Bizaline will make the necessary arrangements so that our clients keep access to the source code and can continue to use the service.

## 12. Fees & Payment Terms

Our license fees are charged per calendar year and these yearly fees will be charged proportionally for the running year's remaining period. The subscription fee will be invoiced in advance as soon as Client is set up in our systems and is able to use the tool.

We reserve the right to change service fees with RPI annually upon thirty (30) days notice. Such notice will be provided before 1<sup>st</sup> December as part of the annual contract renewal.

## 13. Cancellation and Termination

Our clients reserve the right to terminate their annual contract at renewal, with a two-week notice period. You are solely responsible for the proper cancellation of your account. You may cancel your account by sending an email to [info@bizaline.com](mailto:info@bizaline.com).

## 14. Indemnification

You agree to indemnify and hold us harmless from any and all demands, loss, liability, claims or made against us by any third party due to or arising out of or in connection with your use of Bizaline. In the event that Bizaline performance below the levels indicated in the SLA we take corrective actions as specified, bespoke SLA agreements may apply.

## 15. Limitation of Liability

You assume full responsibility for and we disclaim liability to you for any damages. If, notwithstanding the other provisions of the Terms, we are found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of our Services, our liability shall not exceed what you paid us for the Services in the previous month. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

## 16. Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of Bizaline, including all disputes, will be governed by the laws of the Netherlands without regard to its conflicts of laws provisions. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.

No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between us and you arising out of or in connection with your use of the Websites or Services, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

## 17. Force Majeure

You agree that we are not liable for any delays or failure in performance of any part of the Services, from any cause beyond our control.

**18. Severability**

If one or more sections of the Terms are held unenforceable, then those sections will be removed or edited as little as necessary, and the rest of the Terms will still be valid and enforceable.

**19. No Waiver**

Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

**20. Entire Agreement**

These Terms and all documents incorporated into these Terms by reference are additional to any client specific contracts and service level agreements.

**21. Amendments and Changes to Bizaline Terms**

We reserve the right, to change, modify, add, or remove portions of the Terms, as part of the annual contract renewal.