

General Terms of Use Icologiq Universe

You accept the following General Terms of Use when using the Icologiq Universe service ("Icologiq Universe"), offered on the domain: <https://icologiq.io> or a subdomain thereof, of the company Icologiq B.V., registered with the Chamber of Commerce in Enschede with number 06054863 (hereinafter: "Vendor").

The Vendor has the right to change these conditions. These changes take effect on the announced day. The Vendor will timely provide the Client with the changed conditions. If no date of effect has been communicated to the Client, any changes concerning the Client will only take effect as soon as the change has been communicated to it.

1 General

- 1.1 These conditions apply to each agreement concerning Icologiq Universe between you and the Vendor unless otherwise agreed in writing.
- 1.2 The applicability of any other purchase conditions is explicitly rejected.
- 1.3 Failure to comply with these General Terms of Use will result in (temporary) suspension of your Icologiq Universe account.

2 Account conditions

- 2.1 You must be 18 years or older.
- 2.2 You must be a person, accounts registered by 'robots' or other automated methods are not permitted.
- 2.3 You must provide your personal information during the registration process.
- 2.4 Your login credentials are strictly personal and may not be shared with other persons. Process steps that you carry out are stored in the process step history for the sake of traceability.
- 2.5 You are always responsible for keeping your username and password confidential. The Vendor cannot be held liable in this regard.
- 2.6 You are liable for all activities and content placed using your account. This also applies to the users created under your account.
- 2.7 One (1) person or company may only have one (1) free account.
- 2.8 You may not use Icologiq Universal for illegal purposes. You may not violate Dutch laws.

3 Payment and account conversion conditions

- 3.1 Payment will take place retroactively per calendar month by SEPA direct debit or credit card.
- 3.2 The SEPA direct debit will be announced by email at least 7 days before it takes place.
- 3.3 A free account will be terminated automatically when converted into a paid account. The payments condition will take effect on the day of the conversion.
- 3.4 All listed prices exclude the applicable high VAT rate (currently 21%).
- 3.5 Your Icologiq Universe account will be suspended temporarily if you fail to pay three invoices. You will receive instructions on how to pay the invoices and when your account will be reactivated by email.
- 3.6 If you continue to fail to pay an invoice, you will be in default by operation of law. You will then owe an interest of one percent (1%) per month unless the statutory interest is higher, in which case you will owe the statutory interest. The interest on the amount due will be calculated from the day you are in default until the moment of payment of the full amount owed.
- 3.7 All judicial and extrajudicial collection costs, including costs of attorney, bailiffs and collection agencies, will be charged to you. The extrajudicial collection costs are in accordance with the sliding costs for extrajudicial collection costs used in court rulings.

4 Termination

- 4.1 You are responsible for terminating your Icologiq Universe account, which can only be done in the "Account" section of your own Icologiq Universe environment. Any other form of termination will not be accepted or processed.

- 4.2 When you terminate your Icologiq Universe account, the account (including payment) will immediately be terminated. A paid Icologiq Universe Account can be terminated each month.
- 4.3 All your data will be removed 3 months after the termination of your account.
- 4.4 You will at all times be responsible for any statutory retention duty related to the data captured in Icologiq Universe, even after termination of your Icologiq Universe account.

5 Adjustments to the service and prices

- 5.1 The Vendor reserves the right to make changes to Icologiq Universe at all times with or without notice.
- 5.2 The Vendor always reserves the right to make Icologiq Universe temporarily unavailable with or without notice, for example, to carry out maintenance.
- 5.3 The Vendor reserves the right to permanently cancel Icologiq Universal. This will be announced at least 3 calendar months in advance on <https://universe.icologiq.nl/>.
- 5.4 The Vendor reserves the right to change the fees for the use of the Icologiq Universe. These price changes will be announced at least one (1) calendar month in advance on <https://universe.icologiq.com/>.

6 Copyright and ownership of content

- 6.1 The Vendor will never claim the ownership of your content and/or materials placed on your account and underlying accounts. In other words, your data is and will always remain your property. You will be provided access to it based on a request for a period of 3 months after the termination of your account.
- 6.2 It is expressly not allowed to use HTML and/or CSS and/or images for your own or commercial use without the express permission of the Vendor.

7 Liability

- 7.1 If the Vendor is found to be liable, this liability will be limited by the arrangements set out in this provision.
- 7.2 The Vendor will not be liable for damage of any nature whatsoever resulting from the use of incorrect and/or incomplete data provided by or on behalf of you.
- 7.3 The Vendor will never be liable for indirect damage, including consequential damage, loss of revenue or profits, lost savings and damage due to business interruptions or other interruptions.
- 7.4 The Supplier will only be liable for direct damage.
- 7.5 Direct damage will only be:
 - 7.5.1 Reasonable costs incurred to establish the cause and extent of the damage, insofar as this determination relates to damages within the meaning of these conditions;
 - 7.5.2 Reasonable costs incurred to ensure that the faulty performance of the Vendor complies with the agreement, to the extent this can be attributed to the Vendor;
 - 7.5.3 Reasonable costs incurred to prevent or mitigate damage, insofar you demonstrate that these expenses resulted in mitigation of direct damage within the meaning of the General Terms of Use.

8 Indemnity

- 8.1 You indemnify the Vendor for any claims by third parties, including costs of legal aid, who suffered damages in connection with the implementation of the agreement attributable to any other party than the Vendor.

9 Applicable law and disputes

- 9.1 Dutch law is exclusively applicable to all legal relationships in which the Vendor is involved.
- 9.2 Disputes between the Vendor and the counterparty will only be settled by the competent court in the district of Almelo.

10 Other conditions

- 10.1 The Vendor aims for the highest possible uptime. The Vendor cannot be held liable in case of force majeure
- 10.2 The Vendor makes use of services (hardware, software, network, data storage etc.) of third parties for the provision of Icologiq Universe.
- 10.3 You will not attempt to hack Icologiq Universe and/or set up websites that pretend to be part of the Vendor or Icologiq Universe.
- 10.4 You will not copy, duplicate, sell or resell parts of Icologiq Universe or Icologiq Universe as a whole without written permission of the Vendor.
- 10.5 You will not use Icologiq Universe to place or send unsolicited content/emails (SPAM).
- 10.6 You will not place worms and/or viruses and/or other forms of destructive code on Icologiq Universe.
- 10.7 The Vendor aims to ensure but does not guarantee that: 1) Icologiq Universe meets the product specifications, 2) Icologiq Universe works correctly, 3) errors in Icologiq Universe are resolved.

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