

SecureLogin provides a platform which allows you to securely and easily log into various online applications.

This document sets out the terms and conditions that apply for SecureLogin's provision of this service. These General Terms and Conditions apply to the service provision at all times. Please read the General Terms and Conditions below carefully therefore.

Clause 1. Definitions

- 1.1. SecureLogin: SecureLogin B.V., with registered office in Zoetermeer and registered with the Chamber Of Commerce under file number 60076712.
- 1.2. Customer: a company that enters into an agreement with SecureLogin for use of the Services.
- 1.3. User: a natural person authorised by or on behalf of the Customer to actually use the Services.
- 1.4. Company Administrator: a User with special authorities.
- 1.5. SecureLogin Portal: SecureLogin's online portal which provides access to various online services. (These only include services that the Customer already purchases from the particular providers and for which the Customer and/or Users already have valid Login Details.)
- 1.6. Agreement: every agreement between SecureLogin and the Customer for the use of the Services, as well as every other agreement in which these General Terms and Conditions are explicitly declared applicable.
- 1.7. Services:
 - (a) the online provision of the SecureLogin Portal;
 - (b) Others services that are defined in the Agreement.
- 1.8. Account: the section of an online application that is personal to the User and normally only accessible after entering valid Login Details.
- 1.9. Login Details: the details, such as username and password, which must be entered in order to gain access to an online application.
- 1.10. General Terms and Conditions: these terms and conditions.
- 1.11. SLA: Service Level Agreement.
- 1.12. Party: SecureLogin, or the User, as party to the Agreement.
- 1.13. Website: www.securelogin.nu.

Clause 2. Applicability

- 2.1. The General Terms and Conditions apply to the use of the Services and are part of the Agreement between SecureLogin and the User.
- 2.2. No conditions or exceptions put forward by the User are part of the Agreement unless SecureLogin has explicitly agreed to these in writing.

Clause 3. Establishment

- 3.1. The Services are in principle provided via the Website, possibly in different subscription forms or packages.
- 3.2. The Customer can electronically accept the offer that SecureLogin makes via the Website (for one or more of the possible packages) by fully completing the electronic request form intended for this and sending it electronically using the button designated for this. The process is set up so that the request cannot be completed until the Customer agrees to these General Terms and Conditions.

3.3. An Agreement is established with SecureLogin's acceptance of the request. The acceptance is normally automatically sent to the e-mail address that the Customer has given in the request.

3.4. SecureLogin's offer does not apply for natural persons who are not acting in the practice of a profession or operation of a business. Consumers cannot enter into an Agreement with SecureLogin therefore.

Clause 4. Confirmation and archiving

- 4.1. If the order process has been successfully completed, SecureLogin sends an, in principle, automatic confirmation of the establishment of the Agreement.
- 4.2. The confirmation also contains the contents of the Agreement, as saved at SecureLogin.

Clause 5. No withdrawal right

- 5.1. The statutory regulations concerning distance purchases from section 9A of Book 7 of the Dutch Civil Code do not apply since the Agreement does not concern a consumer purchase.
- 5.2. No cooling-off period of a certain number of days after the Agreement has been established during which it may be cancelled free of charge applies therefore.

Clause 6. Term and termination

- 6.1. Unless stated otherwise in the Agreement, the Agreement is regarded as entered into for the period of time for which the Customer has paid in advance, taking into account the prices and time periods that SecureLogin states on its Website or has notified to the Customer in writing in some other way.
- 6.2. The agreement is tacitly renewed if an automatic debit has taken place whereby the next term is paid in advance. The next term is always equal to the previous term, unless the Customer chooses a different term from the options that SecureLogin has indicated in writing.
- 6.3. Cancellation may take place without reason or justification and will take immediate effect when the prepaid term in effect at that moment expires.
- 6.4. In the event of cancellation by the Customer for any reason whatsoever, there is no right to restitution of amounts already paid in advance.

Clause 7. Logging in securely

- 7.1. The SecureLogin Portal is secured so that it can only be used by authorised Users after these Users have entered the Login Details they have chosen.
- 7.2. A Business Administrator can him/herself grant SecureLogin Accounts to regular Users and manage these Accounts, up to whatever maximum number applies to the package purchased.
- 7.3. Users themselves choose their Login Details for gaining access to the SecureLogin Portal. Via the SecureLogin Portal, Users can enter their Login Details for the online applications supported by SecureLogin. Users can subsequently gain access to their applications via the SecureLogin Portal.
- 7.4. Users are personally required to carefully save their Login Details and keep them secret. This

applies not just for the Login Details for access to the SecureLogin Portal, but also for the Login Details for the other applications which can be accessed via the Portal. In the event of abuse or suspected abuse of the Login Details, the User must notify SecureLogin of this as soon as possible and change all compromised Login Details as quickly as possible.

7.5. If SecureLogin detects that unauthorised third parties have the User's Login Details, it will notify the User of this and take appropriate measures.

7.6. The User must keep any (contact) details contained in his/her Account up to date and personally guarantee the accuracy of such details, notwithstanding changes or tampering by unauthorised persons.

7.7. The terms and conditions of use of the Services which only apply to Users will also be made available as a separate document upon the User's first login to the SecureLogin Portal.

Clause 8. Updates

8.1. SecureLogin has the right to modify the software of the Services from time to time in order to improve functionality and/or to repair errors. Because the Services are supplied to multiple users, it is not possible to have a certain modification not apply for a particular User. SecureLogin is not liable to compensate any damage caused by changes to the Services.

Clause 9. Conditions of use

9.1. Users are prohibited from using the Services in any way that infringes third-party rights.

9.2. The Customer is not permitted in any use of the Services to give the impression that the User is a partner of SecureLogin, unless SecureLogin has explicitly given written permission for this.

9.3. If a Customer and/or a User acts in breach of these General Terms and Conditions, SecureLogin has the right to immediately, with indication of its reasons:

- a) refuse, block, modify or delete the Account;
- b) suspend provision of the Services;
- c) terminate the Agreement.

Clause 10. Availability, maintenance and support (SLA)

10.1. Unless a separate SLA stipulates otherwise, the following applies.

10.2. SecureLogin will realise availability of the SecureLogin Portal of at least 99.5%. The availability of the Services will be measured using a monitoring service supplied by a third party. At the Customer's request, SecureLogin will provide information on how the monitoring service measures and calculates the availability. If the Customer does not agree that the monitoring service produces an adequately reliable and specific measurement, the Customer must immediately report this to SecureLogin in writing. In the absence of such notification (which must be adequately supported with reasons), the Customer at all times accepts that the measurements by the monitoring service are accurate.

10.3. The Customer has the right to a refund of part of the amount paid for the relevant Service if the availability of the Service does not meet the standards that SecureLogin has set for itself, in accordance with the

sliding scales below:

Availability	Compensation
99.4%-99.5%	5%
99.3%-99.4%	10%
99.2%-99.3%	20%
<99.2	30%

10.4. The compensation as set out above is the only compensation to which the Customer is entitled in the event the envisioned availability is not achieved. The compensation is not owed in the event of demonstrable *force majeure*.

10.5. If the Customer uses Citrix / Terminal services in combination with the SecureLogin Service, the availability standards and compensations do not apply.

10.6. If, based on the monitoring service, SecureLogin decides that the Customer is entitled to compensation, SecureLogin will deduct the compensation from the invoice amount on the next invoice. The Customer does not need to submit a request for this.

10.7. Information about the use of the Services is provided on the Website.

10.8. SecureLogin also provides a help desk. The help desk can be reached via the contact details and subject to the terms and conditions as stated in the Agreement and/or on the Website.

Clause 11. Personal data, security and back-up

11.1. In connection with performance of the Agreement, the Customer is regarded as the 'controller' (in the sense of the Dutch Personal Data Protection Act (Wbp)) in respect of the personal data that are processed via the Services (such as Login Details and names corresponding to Accounts). SecureLogin is regarded as the 'processor'. In the absence of a further, separately agreed 'processor's agreement', the provisions in this clause will serve as the obligations that the controller must enter into with the processor pursuant to the Wbp.

11.2. SecureLogin guarantees that any person acting under SecureLogin's authority, to the extent that, in the context of the performance of the Agreement, this person has access to personal data in respect of which the User is the controller, only processes personal data on the instructions of the Customer, notwithstanding deviating statutory requirements.

11.3. The Customer guarantees that all Users authorised by it or on its behalf will only enter personal data in SecureLogin's systems or provide these to SecureLogin otherwise entirely lawfully and indemnifies SecureLogin against all third-party claims based on the opposite.

11.4. SecureLogin takes appropriate measures to secure the Services against unauthorised access and against the loss and unlawful processing of (personal) data.

11.5. Modern encryption methods generally accepted as adequately reliable (among others, SSL/TLS) are used both for the storage and transmission of (personal) data. SecureLogin also regularly backs up data in order to prevent losses.

11.6. The servers used to supply the Services are secured using, among other things, antivirus software and firewalls from providers generally recognised as reliable. The servers are located in (a) data centre(s) in the Netherlands, where appropriate security measures are used to prevent unlawful access to the servers and any other form of damage.

Clause 12. Prices and payment

12.1. All rates cited on the Website, in brochures and other materials are subject to typographical errors. No liability is accepted for the consequences of typographical errors.

12.2. For the use of the Services, the User owes SecureLogin the compensation indicated in the Agreement.

12.3. The User must pay for the Services in advance via an (electronic) payment method accessible via the Website.

12.4. The User agrees to electronic invoicing and collection by SecureLogin.

12.5. If a User has not paid an invoice within 30 days after the invoice date, SecureLogin has the authority to block (temporarily or otherwise) all the Accounts of the Customer and related Users and other Services or Agreements concluded with SecureLogin.

12.6. SecureLogin is permitted to adjust its prices at any time. A price adjustment does not take effect for the Customer until after the period for which the Customer has already made advance payment has expired.

Clause 13. Liability

13.1. SecureLogin's liability in respect of the Customer, including all Users belonging to the Customer, on any grounds whatsoever (including failure to comply with a guarantee obligation) is limited per event (whereby a related series of events is regarded as a single event) to the subscription fee paid by the Customer, capped at a maximum of € 5,000, excluding VAT.

13.2. The User indemnifies SecureLogin against all third-party claims for the compensation of damage, costs or interest arising from any infringement of these General Terms and Conditions by the Customer and/or its Users.

13.3. The previous paragraphs of this clause do not apply if and insofar as the particular damage was caused by intent or wilful recklessness on the part of SecureLogin's management.

Clause 14. Force majeure

14.1. SecureLogin cannot be required to comply with any obligation if a circumstance which lies beyond SecureLogin's control prevents any reasonable possibility of compliance.

14.2. *Force majeure* is also understood to include: (a) disruptions to public infrastructure on which supply of the Services depends, which infrastructure is normally available to SecureLogin and the Customer, but over which SecureLogin cannot exercise any actual power and/or cannot enforce any contractual obligation to comply, such as the functioning of the registers of IANA, RIPE, and all networks on the internet with which SecureLogin has not concluded contracts, (b) special forms of computer crime that could not have been prevented with the usual security measures, (c) government measures, (d) strikes and (e) war.

14.3. If a situation of *force majeure* lasts for more than three months, either of the Parties has the right to terminate the Agreement in writing. Whatever has already been performed on the basis of the Agreement will be settled on a prorated basis, without the Parties owing each other anything further.

Clause 15. Intellectual property rights

15.1. All intellectual property rights to all Services and original intellectual creations made available pursuant to the Agreement, as well as the preparatory material for these, are held exclusively by SecureLogin or its licensors. The Customer and its related Users are only given a right of use that is non-exclusive and, beyond that, exclusively the authorities explicitly granted under these terms and conditions and/or the Agreement. For the rest, Customers and Users may not reproduce or make copies of the Services or other materials. To prevent any misunderstandings: the Customer is not entitled to receive any source code.

15.2. The Services may offer the possibility of adding one's own logos to the SecureLogin Portal. Outside of any foreseen, regular modification possibilities, removing or changing any reference to SecureLogin in relation to copyrights, brands, trade names or other intellectual property in (the software for) the Services is prohibited.

15.3. SecureLogin is permitted to take technical measures to protect the software of the Services. Removing or circumventing any security installed by SecureLogin is prohibited.

Clause 16. Secrecy

16.1. The Parties commit that they will observe secrecy concerning all confidential information that they receive from each other. The Parties also impose this obligation on their employees and on the third parties possibly engaged by them for the performance of the Agreement.

16.2. Information is considered confidential in any event if it has been designated as such by one of the Parties.

Clause 17. Amendments to the General Terms and Conditions

17.1. SecureLogin reserves the right to amend or add to the Services and these Terms and Conditions of Use and all Modules from these.

17.2. Amendments will also apply in respect of agreements that have already been concluded, with due observance of a term of 30 days after the notification of the amendment.

17.3. SecureLogin can announce the amendment in the following ways:

- a) On the Website.
- b) By e-mail.

17.4. Non-substantive amendments of minor importance can be implemented at any time and require no notification.

17.5. If the Customer does not wish to accept an amendment, the Customer must notify SecureLogin of this in writing, within two weeks after the announcement as referred to in 17.3. , stating its reasons for this. SecureLogin may subsequently reconsider the amendment. If SecureLogin does not subsequently revoke the amendment, the Customer has until the date on which the new terms and conditions take effect to terminate the agreement with effect from this date.

Clause 18. Final provisions

18.1. The Agreement is governed by Dutch law.

18.2. Unless the rules of mandatory law provide otherwise, all disputes that may arise pursuant to the Agreement will be submitted to the competent Dutch court in Amsterdam.

18.3. Partial invalidity: if it emerges that a provision from the Agreement and/or the General Terms and Conditions is null and void, this does not affect the validity of the Agreement or the General Terms and Conditions as a whole. The Parties will agree upon a new provision or new provisions to replace this provision, which reflect the intention of the original Agreement and/or General Terms and Conditions as much as possible.

18.4. SecureLogin has the right at all times to engage third parties it considers suitable for the purposes of complying with its obligations under any Agreement. Unless agreed otherwise in writing, SecureLogin remains liable to the Customer for compliance with its obligations in relation to which it has engaged third parties.

Contact details

If you have questions, complaints or comments after reading our General Terms and Conditions, do not hesitate to contact us via the contact details listed on our contact page (www.securelogin.nu).