

TERMS OF USE

DITOX APP



Red pill your workplace

DITOX.

These Terms of Use apply to the use of the DITOX APP as defined below. Please read these Terms of Use so you are aware of the rights and obligations when using the Ditox App. By using the Ditox App, you agree to the Terms of Use and commit into an Agreement with Ditox B.V. Questions about the Terms of Use should be sent to ditoxapp@ditox.nl.

1. Definitions

In these Terms of Use the capitalized terms listed below shall have the following meaning:

-  **Account:** the personal environment of the User within the Ditox App, to which the User obtains access after entering his/her Login
-  **Details:** Agreement the agreement between Ditox B.V. and the User;
-  **Ditox B.V.:** the company with limited liability established and existing under the laws of The Netherlands, having its registered office in Amsterdam, the Netherlands (address: Eugenie Previnaireweg 9, 2151BA in Nieuw Venneep), registered with the Chamber of Commerce under number 73772895;
-  **Content:** all information, data or material in the form of text, photos, video's and audio-visual materials and any other form provided, changed or uploaded by the User through The Ditox App, including – but not limited to – e-learning, online video, scans, support, online conversations/e-coaching, et ceteras;
-  **The Ditox App:** the service, including the Software, provided by Ditox B.V. through the Website, Microsoft Teams app and/or Mobile Application;
-  **IP-rights:** all intellectual property and ancillary rights, such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and related rights, as well as know-how rights and performances on a par with patentable inventions;
-  **Login Details:** the information such as username and password which the User provide when creating an Account and with which the User gains access to the Account;
-  **Mobile Application:** the iOS mobile application which isn't yet available in the Apple Store and Google Play Store, but will be soon;
-  **Privacy Policy:** The Ditox App's privacy policy available on <https://www.ditox.nl/privacyverklaring/>
-  **Software:** the software, including source code, infrastructure, specifications and all related documentations developed by Ditox B.V.;
-  **Terms of Use:** the underlying terms of use;
-  **User:** the natural person or company that has entered into an Agreement with Ditox B.V.;
-  **User Generated Content:** all information, data or material in the form of text, photos, video's and audio-visual materials and any other form provided, changed or uploaded by the User through the Ditox App;

Website www.ditox.nl

2. General

- These Terms of Use apply to all agreements between you and Ditox B.V. and every use made of The Ditox App via your Account.
- Ditox B.V. may, at all times, amend or supplement these Terms of Use. Continued use of The Ditox App after any such changes shall constitute your consent to the changes. If you do not agree to the amended or supplemented Terms of Use, your only option is to terminate the Agreement in accordance with article 8.
- Additions to and/or deviations from these Terms of Use are only valid when confirmed in writing by Ditox B.V.

3. Service and availability

- Ditox B.V. has developed Software which enables you to do your own adoption and change management of hybrid working. For this the app, which is an app with a Microsoft Teams interface, uses a mixture of online and offline instruments like video content, e-learning, bot services, tele-coaching and online support. The service of Ditox B.V. consists of making the Software in the form of 'Software as a Service' accessible through the Microsoft Teams app and in the near future by Mobile Application and/or website under the name The Ditox App.
- If you comply in full with all obligations pursuant to these Terms of Use, Ditox B.V. will grant you, a limited personal, revocable, non-exclusive, non-sublicensable and non-transferable right to use The Ditox App, including the Software and Microsoft Teams app (plus future developments like Mobile Application).
- To the best of its ability, Ditox B.V. will make efforts to provide The Ditox App with due care. Ditox B.V. may use subcontractors or third party licensors to provide The Ditox App. You accept that The Ditox App, including the Software, only contains the functionality and other characteristics as it contains at the moment of your use ("as is" and "as available").
- Ditox B.V. is at all times entitled, without prior announcement and without in any way becoming liable to you:
 - to make procedural and technical alterations and/or improvements to the Software and/or The Ditox App, and
 - to (temporarily or permanently) discontinue, limit or terminate The Ditox App or your Account. Ditox B.V. will notify you of the temporary unavailability or restricted use of The Ditox App insofar as reasonably possible.

4. Account

-  To Use and/or purchase Content through The Ditox App, an account is created for you by Ditox BV or you must create an Account by following the registration process. You warrant that all information you provide to The Ditox App, including the information you provide during registration is accurate, complete and up-to-date at any time.
-  You are responsible for keeping your Login Details secret. As soon as you know or have reason to suspect that your Login Details are no longer secret, or that the Account is being abused, you must take all necessary steps to prevent unauthorized access inter alia by changing your password in the settings of your Account. Ditox B.V. is not liable for any loss or damage from unauthorized access or use of your Account.
-  It is not permitted to, and at the sole discretion of Ditox B.V. your Account may be blocked if you:
 - create more than one (1) Account.
 - create an Account for another natural person or legal entity.
 - provide access to the Account to another natural person or legal entity.
 - create an Account by "bot" or any other automated method, Account creation is solely permitted to humans.
 - create an Account for subversive reasons.

5. Company Generated Content

-  Each and every use of The Ditox App by you is for your own risk and responsibility. You are solely responsible and liable for the Company Generated Content provided through your Account. You indemnify and hold Ditox B.V. harmless against all claims relating to the Company Generated Content.
-  You are not permitted to use The Ditox App for a purpose as listed below or make Company Generated Content available:
 - which, at the discretion of Ditox B.V., is discriminating or is otherwise deemed hurtful, offensive or inappropriate;
 - which encourages aggressive behavior against and/or harasses the Users;
 - which is of medical nature or is medical related;
 - which will lead to or will have the consequence that the Users are being misused, misled or driven to undesirable behavior;
 - which is false, based on false facts and information and/or is misleading;
 - in which personal data is made available, other than in compliance with applicable law;
 - which contains viruses, Trojan horses, worms, bots or other software which can damage automated work or make it unusable or inaccessible or delete it, or which can appropriate it or which is intended to circumvent technical protection measures of The Ditox App, the Software and/or the computer systems of Ditox B.V.;

- that consist of creating a false identity or will otherwise suggest to you are involved and/or engaged with Ditox B.V.;
- which infringes the rights of Ditox B.V. and/or third parties, including but not limited to IP-rights or rights concerning the protection of privacy;
- which qualifies as or transmits unwanted or unsolicited material or content (spam);
- is contrary to these Terms of Use or any applicable laws and/or regulations, is in any other manner unlawful or which could prejudice the interests and reputation of Ditox B.V.



Ditox B.V. reserves the right, without prior notice, to abridge, alter, refuse and/or remove Company Generated Content if this is necessary in Ditox B.V.'s opinion, without this resulting in any liability.



You are solely entitled to hyperlink to the Content and Company Generated Content made available through The Ditox App on third party (social media) platforms. It is not permitted to make use of an embedded link to Content and Company Generated Content on these third party platforms. Ditox B.V. may in this case take all measures which she deems appropriate.



Your use of The Ditox App is restricted to the amount of posted Company Generated Content at any given time, as specified when creating an Account. Ditox B.V. reserves the right to at all times and at its sole discretion, further restrict the amount of posted company Generated Content when the size of the uploaded Company Generated Content exceeds 500MB per environment.

6. Privacy



When creating an Account and providing Login Details, while The Ditox App is being provided and when visiting the Website, Microsoft Teams app and/or future applications like Mobile, (personal) data about you shall be processed by Ditox B.V. These (personal) data, which will be minimized to a personal e-mail address only, shall be processed in accordance with Ditox B.V.'s Privacy Policy and the applicable laws and regulations. Please be aware that your privacy is of our highest concern.

7. Intellectual Property Rights



The IP-rights in relation to The Ditox App, including the Software, Website and future Mobile Applications are held by Ditox B.V. or its licensors. Nothing in these Terms of Use is intended to entail any transfer of IP-rights to you.



All IP-rights in relation to the Content will remain with the User who made the Content available through The Ditox App.



You retain all IP-rights to the User Generated Content you provide through The Ditox App.

- You warrant that you hold all the rights relating to the User Generated Content you provide through The Ditox App and fully indemnify Ditox B.V. of any infringement claims regarding the User Generated Content. In the event you use third party content you hereby warrant that you have granted the unconditional and irrevocable right to use such third party content. You indemnify and hold Ditox B.V. harmless against any and all claims with regard to the use of third party content.
- Save to the extent that it is allowed by mandatory statutory law, you may not reproduce or decompile the Software or apply reverse engineering to it. Furthermore, removal and/or circumvention of security measures or technical limitations (to use) of The Ditox App and/or the Software is not allowed.

8. Term and Termination

- The Agreement between you and Ditox B.V. shall commence when you create an Account and will be in force until it is terminated in accordance with this article.
- You can terminate the Agreement at any time by indicating this in the settings of your Account or by contacting Ditox B.V with an formal e-mail message that you want to cancel your account. You are solely responsible for properly canceling your Account.
- In the event the Agreement is terminated, there will be no reversal of that which Ditox B.V. has already delivered nor the related obligation to make payment. You will not receive any refunds as a result of termination.
- Ditox B.V. may, without prior notice and without becoming liable to you, terminate your Account with immediate effect if:
 - You do not fulfill your payment obligations; and/or
 - You do not comply with applicable laws and regulations; and/or
 - You in any way violate the Agreement and/or these Terms of Use.
- Upon termination of the Agreement, Ditox B.V. shall keep all User Generated Content available to you for two (2) weeks after termination of the Agreement. You will be able to use The Ditox App during this period insofar as is necessary for the exporting of User Generated Content. You may not add any User Generated Content during this period. After this period, Ditox B.V. shall make your Account inaccessible to you. Ditox B.V. has no obligation to restore the User Generated Content or assist in any data conversion or exportation.

9. Liability

- To the extent permitted by law Ditox B.V. does not accept any liability for damages caused by imputably failing to perform the Agreement and/or these Terms of Use, an unlawful act or any other act. If Ditox B.V. should nevertheless be liable for damage on whatever ground, the total, cumulative,

aggregate liability of Ditox B.V. shall at all times be limited to direct damages only (as defined below) and never exceed the amount of €250,- euro.



Direct damage shall solely mean:

- property damage (“zaakschade”);
- reasonable expenses that you would have to incur to make Ditox B.V.'s performance conform to the Agreement, unless the Agreement is rescinded (“ontbonden”) by you;
- reasonable expenses incurred by you to determine the cause and scope of the damage, insofar as the determination relates to direct damages; and
- reasonable expenses incurred to prevent or mitigate damages, insofar as they relate to direct damages.



Any liability on Ditox B.V.'s part for damages other than direct damages including but not limited to indirect loss, including but not limited to consequential loss, loss and/or damage of data, loss of profit and loss of revenue, loss of savings, reduced goodwill, damage by business interruption and damage as a result of claims from third parties is excluded.



The restrictions mentioned in the preceding paragraphs of this article will lapse if and in so far as the damage is the result of intentional or willful recklessness on the part of Ditox B.V. or its managers (“own actions”).



No right to damages shall exist unless you notify Ditox B.V. in writing of the damage promptly after it has arisen. Any claim for damages against Ditox B.V. shall become extinguished by the mere lapse of twelve (12) months after the claim has come into being.

10. Force Majeure



Ditox B.V. is to the extent permitted by law released from all contractual obligations and liability (e.g. for damages) if Ditox B.V.'s performance is prevented or effected by force majeure or force majeure of Ditox B.V.'s subcontractor.



Force majeure includes, among other things, employees on sick leave and/or absence of employees who are crucial to the supply of the Ditox App, interruptions in the supply of electricity, strikes, riots, government measures, fire, natural disasters, floods, failure on the part of Ditox B.V.'s suppliers, failure on the part of third parties engaged by Ditox B.V., interruptions in the connection to the internet (whether or not due to a DDoS attack), hardware malfunctions, malfunctions in networks, including telecommunication networks, and other unforeseen circumstances.



If the force majeure continues for at least thirty (30) days, Ditox B.V. is entitled to terminate the Agreement without being obliged to pay any compensation for this termination.

11. Warranties and indemnifications

- Ditox B.V. does not guarantee:
 - that The Ditox App or third party services they use shall be available to you at all times and without interruptions, faults or disturbances;
 - that The Ditox App shall be effective or the use of The Ditox App shall lead to certain results;
 - that the information provided through The Ditox App shall be accurate, up to date and complete;
- The Ditox App B.V. is not responsible for:
 - the purchase and/or the proper operation of your infrastructure;
 - loss, damage, inaccuracy and/or incompleteness of any information provided through The Ditox App;
 - transmission errors, malfunctions or non-availability of computer, data or telecom facilities, including the internet;
 - any unauthorized use or attempted use of The Ditox App; making backup copies of any information; Ditox B.V. will however to the best of its ability secure your data by running frequent backups; or
 - the management, including checking the settings, the use of The Ditox App and the manner in which the results of The Ditox App are used.
- You guarantee that you will not use The Ditox App and/or the Software in a way that:
 - infringes the rights of Ditox B.V. or third parties, including but not limited to IP-rights or rights in relation to the protection of privacy; and/or
 - is contrary to any applicable legislation or regulations; and/or
 - is contrary to any provision in these Terms of Use.
- You indemnify Ditox B.V. against all damage and costs as a result of claims of third parties arising from and/or related to your use of The Ditox App, including the Software.

12. Notification of unlawful Content

- Ditox B.V. is not liable for any damages in connection with the (illegal) use of The Ditox App by you. Ditox B.V. will only, under the conditions as set out in this article, be obliged to remove or block access to the User Generated Content that is manifestly unlawful or to stop manifestly unlawful behavior after receiving a notification that is sufficiently precise and adequately substantiated.
- Ditox B.V. has established a procedure, by which any alleged illegal User Generated Content available through The Ditox App can be reported to Ditox B.V.. This can be done via a notification to ditoxapp@Ditox.nl.
- Ditox B.V. reserves the right to not grant a request to remove or block access to the User Generated Content or to stop an activity in case it has reasonable

grounds to doubt the accuracy of the notification or in case a balancing of interest requires this. In such a situation Ditox B.V. can require a court order from a competent court in The Netherlands, to demonstrate that the material or the activity is manifestly unlawful.



Ditox B.V. will not be a party in a dispute between the person making the report and any third party arising out of or in connection with a notification.



The person making the notification indemnifies Ditox B.V. against all claims of third parties in relation to the blocking or removal of User Generated Content or the stopping of activities. The indemnification includes all damages and costs Ditox B.V. suffers, could suffer or which Ditox B.V. incur in relation to such a claim, including but not limited to the compensation of legal assistance.



Ditox B.V. respects and protects the privacy of those who provide notifications. All personal data that it receives as part of a notification will always be processed in accordance with the Dutch Data Protection Act and will only be used to process the notification.

13. Miscellaneous



Ditox B.V. may transfer rights and obligations arising from these Terms of Use to third parties and will notify you of this. You are not permitted to transfer to third parties any right derived from the Agreement without Ditox B.V.'s prior written consent.



These Terms of Use and the use of The Ditox App are governed by Dutch law.



To the extent that national or international rules of law do not prescribe otherwise as mandatory, any disputes that arise or are related to agreements concluded subject to these Terms of Use, or arise therefrom, will solely be submitted to the competent court in Amsterdam.