

# General terms of service

## PlanPine driving school software

The service "PlanPine Driving School Software" is offered to you via the internet as Software-as-a-Service by the company PlanPine registered with the Chamber of Commerce number 71762736. The use of PlanPine driving school software is subject to the following conditions. By using PlanPine driving school software, you agree to this.

Deviations from these conditions are only binding if they have been accepted in writing by PlanPine.

### **Article 1. Use of the service**

1.1. PlanPine driving school software is offered to you on behalf of automation purposes within your company using the tools offered via PlanPine driving school software. You decide how you use the tools and for which specific purposes.

1.2. In order to use PlanPine Driving School Software, you must first register. Once your registration has been completed, you can log in directly to your account and use the service.

1.3. You must block access to your account by means of the username and password from unauthorized persons. In particular, you must keep the password strictly confidential. PlanPine may assume that everything that happens from your account after you have logged in with your username and password, will happen under your guidance and supervision. You are therefore liable for all these actions, unless you have reported to PlanPine that someone else knows your password.

1.4. With PlanPine driving school software you process personal data. PlanPine hereby acts as processor within the meaning of the General Data Protection Regulation; you are the responsible party. You indemnify PlanPine against all claims of those involved under this Act.

## **Article 2. Rules of use**

- 2.1. It is forbidden to use PlanPine driving school software for actions that are contrary to Dutch or other applicable laws and regulations. This includes storing or distributing through the service information that is defamatory, defamatory or racist.
- 2.2. In particular, it is forbidden to use PlanPine driving school software in such a way that it causes nuisance or inconvenience to other users. This includes the use of one's own scripts or programs for uploading or downloading large amounts of data or making excessively frequent calls to the service.
- 2.3. If PlanPine discovers that you are violating the above conditions, or receives a complaint about this, PlanPine may itself intervene to end the violation.
- 2.4. If in the opinion of PlanPine hindrance, damage or another danger arises to the functioning of the computer systems or the network of PlanPine or third parties and/or of the service provision via the Internet, in particular by excessive sending of e-mail or other data, leaks of personal data or activities of viruses, Trojans and comparable software, PlanPine is entitled to take all measures that it reasonably considers necessary to avert or prevent this danger.
- 2.5. PlanPine is at all times entitled to report established criminal offences.
- 2.6. PlanPine can recover the damage as a result of violations of these rules of conduct from you. You indemnify PlanPine against all claims of third parties that relate to damage as a result of a violation of these rules of conduct.

## **Article 3. Availability and maintenance**

- 3.1. PlanPine guarantees that the service will be available 99.9% of the time.
- 3.2. PlanPine actively maintains PlanPine Driving School Software. Maintenance can take place at any time, even if it can lead to a limitation of availability. If possible, maintenance will be announced in advance.
- 3.3. PlanPine may modify the functionality of PlanPine driving school software from time to time. Your feedback and suggestions are welcome, but in the end PlanPine will decide for itself which adjustments it will or will not make. **Article 4. Intellectual property**

- 4.1. The PlanPine driving school software service, the accompanying software as well as all information and images on the website are the intellectual property of PlanPine. These may not be copied or used in any way without the separate written permission of PlanPine, except in cases where this is legally permitted.
- 4.2. Information that you store or process via the service is and remains your property (or that of your suppliers). PlanPine has a limited right of use to use this information for the service, including for future aspects thereof. You can revoke this right of use by removing the information in question and/or by terminating the agreement.
- 4.3. If you send information to PlanPine, for example feedback about an error or a suggestion for improvement, you give PlanPine an unlimited and perpetual right of use to use this information for the service. This does not apply to information that you expressly mark as confidential.

4.4. PlanPine will not take cognizance of information that you store and/or distribute via PlanPine driving school software, unless this is necessary for a good service or PlanPine is obliged to do so by virtue of a statutory provision or court order. In that case PlanPine will make every effort to limit the knowledge of the data as much as possible, as far as this lies within his power.

## **Article 5. Reimbursement for the service**

5.1. The use of PlanPine driving school software is subject to a fee for the use of certain functionality. You will be informed of the costs for the relevant functionalities. The fee is due per month in advance.

5.2. Payment can be made via direct debit, via iDeal payment, via credit card, or according to the payment instructions on the website.

5.3. Because the service is provided directly, and at your express request, it is not possible to reverse a payment by invoking the Dutch Distance Selling Act (Wet koop op afstand).

## **Article 6. Liability**

6.1. Except in the case of intent or gross negligence, PlanPine's liability is limited to the amount paid by you in the three months prior to the time of the event causing the damage.

6.2. PlanPine is explicitly not liable for indirect damage, consequential damage, loss of profit, missed savings and damage due to business stagnation.

6.3. A condition for the creation of any right to compensation is that you report the damage to PlanPine in writing within two months after discovery at the latest.

6.4. In the event of force majeure PlanPine is never obliged to compensate you for the damage caused by this. Force majeure includes malfunctions or failures of the internet, the telecommunications infrastructure, power failures, internal disturbances, mobilization, war, blocking of transport, strikes, lockouts, operational disturbances, stagnation in supply, fire and flooding.

## **Article 7. Duration and termination**

7.1. This Agreement commences when you first use the service and is for an indefinite period of time.

7.2. If you as a consumer enter into the agreement, you may terminate the agreement at any time with a notice period of one month, counted from the time of termination. Business customers can always terminate the contract with a notice period of two months.

7.3. PlanPine can terminate the agreement if you have not logged in for eighteen months. In that case it will first send a reminder e-mail to the e-mail address linked to your account.

7.4. Please note: It is not possible to export the data that you store or process via the service.

## **Article 8. Changes to terms and conditions**

8.1. PlanPine may change these terms and conditions as well as the prices at any time. 8.2. PlanPine will announce the changes or additions via the service at least thirty days before they come into effect so that you can take note of them.

8.3. If you do not wish to accept an amendment or supplement, you can cancel the agreement until the date on which it comes into effect. Use of the service after the effective date will be deemed acceptance of the amended or supplemented terms and conditions.

## **Article 9. Other provisions**

9.1. This agreement is governed by Dutch law.

9.2. Insofar as the rules of mandatory law do not prescribe otherwise, all disputes in connection with PlanPine Driving School Software will be submitted to the competent Dutch court for the district in which PlanPine has its registered office.

9.3. If a provision in these general terms and conditions requires that a communication must be made "in writing", this is also satisfied if the communication is made by e-mail or communication via the service, provided it is sufficiently established that the message actually originates from the alleged sender and that the integrity of the message has not been compromised.

9.4. The version of communication or information as stored by PlanPine is deemed to be correct, unless you provide evidence to the contrary.

9.5. If a provision in these general terms and conditions turns out to be null and void, this does not affect the validity of the entire general terms and conditions. In this case the parties will adopt (a) new provision(s) as a replacement, which will give shape to the intention of the original provision as much as legally possible.

9.6. PlanPine is entitled to transfer its rights and obligations from the agreement to a third party who takes over PlanPine driving school software or the relevant business activity from PlanPine.