

Terms of Service for AflosEffect

AflosEffect is a mortgage calculation service provided as a cloud-based software-as-a-service (“the Service”).

The Service is developed and provided by and hereafter called the Vendor:

<naam>

<adres>

<postcode> <plaats>

<country>

VAT: <kvk>

By using the Service, any user or representative of the Client organization (“Client”, also referred to as “you”) agrees to bound the Client by the following terms and conditions (“Terms of Service”, also referred to as “Agreement”). Any new features or tools added to the Service shall also be subject to the Terms of Service.

The Client’s account, content and integrations are controlled by individuals (“Administrative Users”) acting on behalf of the Client. Administrative Users have personal user accounts and can log in to the Service administration panel using a username and password. Any party accessing the Service without an Administrative User account is termed a “Participant”.

“Content” includes, but is not limited to, data, text, information, screen names, graphics, photos, profiles, audio, video, links, photos, comments, customizations, HTML and CSS posted by the Client, Administrative User or the Participants.

1: USING THE SERVICE

1. In order to use the Service, you must instruct Vendor to create an account, which will put this Agreement into effect.
2. You will also instruct Vendor to integrate to your existing solutions by either providing access credentials to said solutions or by approving Vendor’s access via a system-to-system flow (OAUTH2). Vendor will access data and post data to the integrated Client Solution in accordance with the purpose of the Service.
3. Vendor disclaims any liability resulting from the Content posted on and activity occurring under your account. This includes content based on integrations to the Client’s systems such as, but not limited to, time tracking solution and enterprise social network. You are also solely responsible for the content posted by others, including but not limited to Administrative Users and Participants.

2: PRICES AND PAYMENT

1. The cost of the Service is according to the current price list that can be found on www.afloseffect.nl or by writing info@afloseffect.nl. The cost of the Service includes full product plan capabilities and all upgrades within the chosen price plan. The cost is non-refundable.

2. Paying by invoice: The Service is billed three months in advance unless otherwise agreed in writing. Terms of payment are 8 days from the day the invoice is issued unless otherwise agreed in writing.
3. Paying by credit card: The Service is billed one month in advance through our partner Paddle.com and the payment will renew automatically on a monthly basis. You can always cancel or pause the subscription before the subscription is renewed.
4. We will accept refunds or chargebacks in the following situations:
 - a. if you do not get the Service you paid for
 - b. if you are charged the wrong amount, or charged twice by mistake
 - c. if the payment was made fraudulently

You agree to contact Vendor or our partner Paddle.com prior to raising a request for a chargeback or any dispute with your bank or card issuer in relation to any transaction.

5. Failure to pay will ultimately result in the termination of your account and the Service. Vendor reserves the right to limit access to the administrative panel or to the entire Service when outstanding payments are overdue. After the Service is terminated, you will no longer have access to any content, including text, images and other data. Vendor does not accept any liability for loss resulting from termination of your account. Termination of the account does not release you from the due payment obligation.
6. It is your responsibility to provide the correct and truthful contact and billing information, including Organization name and address along with a full contact name, e-mail address and direct phone number. If you are based in the EU, billing information also includes the organization's VAT number whenever applicable. Vendor disclaims any liability resulting from you providing Vendor with the incorrect data.

3: TRIAL, CANCELLATION AND TERMINATION

1. If you have signed up for a Trial, you are entitled to a 14 days long, no-billing, free-of-charge trial with the full product capabilities including support. This trial account can be used for testing purposes only. After expiration of the trial period, Vendor can close the account without any notice, if no agreement on extending the use of the Service has been finalized.
2. Should you want to cancel the Service, it should be done in writing no later than 30 days before your next three months period starts.
3. Vendor reserves the right to modify the features, design and/or functionality of the Service for any reason and without notice.
4. Vendor reserves the right to discontinue the service. You will be informed at least 3 months in advance in such instances.

4: SHARING CONTENT PROVISIONS AND LIABILITIES

1. Client Information and Content is uploaded or made available for processing via integrations to the Service by instructions by the Client and will by default give the Administrative Users and the Participants of the Service access to the Content.
2. You can at any point choose to retract the integrations and access to content by the Service, but Vendor has no obligations for editing or deleting content distributed via the Service's integrations to third party systems.

3. Vendor claims no intellectual property rights over the Content. The Client remains the owner of the account, Content and materials uploaded. However, by setting the Content to be shared, you agree to allow Participants to view and share the Content.
4. You must ensure that the Content's authors consent to making the material accessible for viewing through the Service. People and Participants named and present in the Content must consent to making the material accessible for viewing through the Service. This applies to all Content, whether uploaded by Administrative Users or Participants. Vendor has no liability for the hosted material and shall not perform any clearing of rights.
5. You are responsible for the controlling of the access to the Content through the Administrative User and your instructions to Vendor.
6. Vendor is entitled to use the Client and the way the Client uses the Service as a reference in public communication unless otherwise directed in writing.

5: CODE OF CONDUCT

1. You may not use the Service for illegal purposes. You must not, in the use of the Service, violate any copyrights or trademark laws, laws in your jurisdiction and the laws of Denmark (including, but not limited to the Danish Act on Processing of Personal Data, the Marketing Act or the penal code). Vendor reserves the right to take necessary action to comply with the law and with judicial rulings, including, but not limited to, removing your Content from the Service without notice.
2. You agree not to use the Services to upload, post, e-mail, transmit or otherwise make available any Content that is unlawful, harmful, threatening, pornographic, violent, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable. Vendor reserves the right to remove any account hosting such content from the Service without notice.
3. You shall observe common "etiquette" in presentation of the content and is liable for any Content in violation of these terms posted by both Administrative Users and Participants. If Vendor receives a claim from the third party on account of violation of these Terms of Service, which result from the Client's material breach, Vendor will forward the claim to you.
4. Vendor reserves the right to take any action to protect its network and computing resources against harmful activity stemming from either the Client's or Participants' actions and/or infrastructure. If such activity interferes with the operation of the Service, actions include, but are not limited to, temporarily suspending, degrading or terminating access to the Service for some or all Administrative Users or Participants.

6: SEPARATION OF OWNERSHIP

1. Vendor holds all intellectual property rights to the Service, including all copyrights, exclusive rights to trademarks, code and graphic elements constituting the Service. All rights reserved. You and your Administrative Users and Participants agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the expressed written permission by Vendor.
2. You and your Administrative Users and Participants understand that by uploading content, you accept that Vendor and others, whom you give access to the material, obtain a right to use this content as stated in the Terms of Service.

3. You remain the owner of the content. Vendor is merely providing a service that publishes your Content to the Administrative Users and Participants. However, as the author/rights holder to the Content, you grant Vendor permission to use the Content as required to operate the Service. This includes, but is not limited to, copying the Content between servers operated by Vendor and our technical partners, and transmitting the Content to Administrative Users and Participants.

7: NON-DISCLOSURE AND CONFIDENTIALITY

1. Client Confidential Information means:
 - a. any information disclosed by or on behalf of the Client to Vendor (whether is closed in writing, orally, digitally or otherwise) that at the time of disclosure:
 - i. was marked or described as "confidential"; or
 - ii. should have been reasonably understood by Vendor to be confidential; and
 - b. (b) information related to the operation of Client's business including, but not limited to:
 - i. customers of the client,
 - ii. projects,
 - iii. operational data,
 - iv. employee data
 - v. and time tracking data;
2. Vendor must:
 - a. keep the Client Confidential Information strictly confidential;
 - b. not disclose the Client Confidential Information to any person without the Client's prior written consent, and then only under conditions of confidentiality;
 - c. use the same degree of care to protect the confidentiality of the Client Confidential Information as Vendor uses to protect Vendor's own confidential information of a similar nature, being at least a reasonable degree of care;
 - d. act in good faith at all times in relation to the Client Confidential Information; and
 - e. not use any of the Client Confidential Information for any purpose other than delivering the Service to the Client.
3. Notwithstanding Clause 7.2, Vendor may disclose the Client Confidential Information to Vendor's employees and subcontractors who have a need to access the Client Confidential Information for the performance of their work with respect to this Agreement and who are bound by a written agreement to protect the confidentiality of the Client Confidential Information.
4. This Clause 7 imposes no obligations upon Vendor with respect to Client Confidential Information that:
 - a. is known to Vendor before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
 - b. is or becomes publicly known through no act or default of Vendor; or
 - c. is obtained by Vendor from a third party in circumstances where Vendor has no reason to believe that there has been a breach of an obligation of confidentiality.
5. The restrictions in this Clause 7 do not apply to the extent that any Client Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request.
6. The provisions of this Clause 7 shall continue in force indefinitely following the termination of this Agreement.

8: PROCESSING OF PERSONAL DATA

1. Vendor acts as the data processor subject to European Union's General Data Protection Regulation (GDPR) with regards to personal data provided and/or stored by the Client. Vendor also acts as the information systems manager subject to the Danish Act on Processing of Personal Data with regards to personal data provided and/or stored by the Client. The terms of this agreement may be amended by a separate Data Processing Agreement between Vendor and the Client.
2. You agree and warrant that any gathering and publishing of personal referable data through the Service shall take place in accordance with the Danish law at any time, including the Danish Act on Processing of Personal Data and the European Union's General Data Protection Regulation. Vendor assumes no liability for your unlawful reproduction, publishing, transferring or processing of personal data.
3. You may contact Vendor regarding any necessary details on which data have been registered and are processed about you.
4. Vendor uses external IT suppliers necessary to maintain the technical operation and maintenance of the Service. IT suppliers are data processors for Vendor (subprocessors), and you accept that IT suppliers also process the data for which Vendor is the information systems manager. IT suppliers act as data processors instructed by Vendor, and do not hold any rights to personal data or any other rights to the information you submit or the material you upload.
5. You accept that Vendor is using cookies throughout the Service for maintaining and limiting access to administrative functionalities, and, in some cases, Participant level access. Vendor uses cookies for the gathering of anonymous usage statistics. The data and aggregated statistics can be made available for Vendor, and it may be used for optimizing the Service and its functionalities.
6. Your data is stored only until you have the account for using the Service. Once this is terminated, so is all your data including personal information and the Content.
7. Vendor does not transfer any personal details to third parties or collaborating companies for Vendor's own marketing purposes.

9: LIMITATION OF LIABILITY

1. Vendor does not guarantee that the service is available at all times. The Service is offered "as is" and "as available" and delivered on a best effort basis. The terms of this agreement may be amended by a separate Service-Level Agreement between Vendor and the Client.
2. Vendor disclaims any liability for any loss – direct as well as indirect, incidental, special, consequential or exemplary – which may be inflicted on you and includes damages for loss of profits, goodwill, use, data or other intangible losses (even if Vendor has been advised of the possibility of such damages) resulting from:

(i) using the Service; (ii) inability to use the Service; (iii) defects in the Service; (iv) the discontinuation of the Service; (v) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from Service; (vi) unauthorized access to or alteration of your transmission or data; (vii) statements or conduct of any third party on the

Service; (viii) or any other matter relating to the Service.

3. Vendor is not liable for any loss resulting from damages inflicted by others including, but not limited to Administrative Users and Participants.
4. You understand that the technical processing and transmission of the Service, including your Content, may be transferred and involve (i) transmissions over various networks, and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.
5. Vendor disclaims any liability for loss or damage of the Client's data, including uploaded material. The Client is solely responsible for backing up of data and solely responsible for protection of backup copies.
6. If in spite of the above, Vendor is held liable, no matter the reason, Vendor's liability to the Client shall be limited to the received payment of the Service cost which Vendor has received from the Client within the previous six months.

10: OTHER

1. Vendor shall be entitled to terminate the agreement without notice, in whole or in part, in case of your material breach, which is any neglecting of the obligations assigned to you in accordance with these terms.
2. In the unlikely event of Vendor's material breach of these Terms of Service, you can terminate the account in writing, provided that Vendor does not remedy the breach within 15 days from the moment of the termination reaching Vendor.
3. Vendor reserves the right to change these Terms of Service at any time. The Client will receive prior notice of any changes in the Terms of Service no less than 30 days before such changes take effect.
4. Client consents to the fact that the Terms of Service are governed by the laws of Denmark. Client agrees to the exclusive jurisdiction of the courts in Copenhagen, Denmark, over any legal action or proceeding arising from these Terms of Service of its use of the Service.
5. Client agrees that Vendor may selectively enforce the rights and provisions of the Terms of Service. Client also agrees that if any provisions of the Terms of Service are found to be invalid or unenforceable, Client nevertheless agrees to give effect to the intentions reflected in the provision, and all other provisions remain in effect.
6. These Terms of Service constitute the entire agreement between you and Vendor regarding the use of the Service, unless otherwise specified in writing. No modification to these Terms of Service shall be valid unless executed in writing.