

## **Terms and conditions for ion-SMP**

*Effective starting May 1<sup>st</sup>, 2021*

Ion-SMP is a service offered by Ionite, registered at the Chamber of Commerce in the Netherlands under trade registration number 72413514.

The use of ion-SMP is subject to the below terms and conditions. Using ion-SMP constitutes acceptance of these terms and conditions.

Deviations from these terms and conditions are possible only by means of written confirmation by Ionite.

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

- 1.1. The service ion-SMP allows you to publish your Accesspoints and Participants on the Peppol network.
- 1.2. To use ion-SMP, you first need to register. Free accounts are limited in functionality. Account users can request additional functions, in which case Ionite will verify whether your application is to be approved or not. You will be notified about the decision.
- 1.3. You must secure access to your account using the username and password against third parties. In particular you must keep the password strictly confidential. Ionite may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are liable for these actions, unless and until you have notified Ionite that someone else knows your password.
- 1.4. ion-SMP processes your personal data. You give your consent for all forms of processing within the scope of the service. Consult the privacy statement of Ionite for more information.

### **Article 2. Terms of use**

- 2.1. It is not permitted to use ion-SMP for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous or racist
- 2.2. In addition, on ion-SMP it is forbidden to:
  - violate the privacy of third party, for example by distributing their personal data without permission or clear need
  - publish any information about third parties without having confirmed their identity and the validity of the published information
  - violate any of the terms specified by Peppol or the relevant local Peppol Authority

- 2.3. Should Ionite discover that you violate any of the above, or receive a complaint alleging the same, Ionite will issue a warning. If the warning does not lead to an acceptable resolution, then Ionite may intervene to end the violation. In urgent or serious cases Ionite may intervene without warning.
- 2.4. If in the opinion of Ionite the continued functioning of the computer systems or network of Ionite or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, Ionite may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.
- 2.5. Ionite is at all times entitled to file a criminal complaint for any offenses committed through or using the service.
- 2.6. Ionite may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless Ionite from all third-party claims arising out of your violation of these terms of use.

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

- 3.1. Ionite uses its best efforts to have the service available at all times but makes no guarantees about uninterrupted availability.
- 3.2. Ionite actively maintains ion-SMP. Maintenance can take place at any time, even if this may negatively impact the availability of the service. Maintenance is announced in advance whenever possible.
- 3.3. Ionite may from time to time adapt ion-SMP. Your feedback and suggestions are welcome but ultimately Ionite decides which adaptations to carry out (or not).

### **Article 4. Intellectual property**

- 4.1. The service ion-SMP, the accompanying software as well as all information and images on the website is the intellectual property of Ionite. None of these items may be copied or used without prior written permission of Ionite, except and to the extent permitted by mandatory law.
- 4.2. Information you store or process using the service is and remains your property (or the property of your suppliers or licensors). Ionite receives a limited license to use this information for the service.
- 4.3. You can terminate the license of the previous clause by removing the information in question and/or to terminate the agreement.
- 4.4. You may change or remove information you publish or store using the service at your own discretion.

4.5. If you send information to Ionite, for example a bug report or suggestion for improvement, you grant Ionite a perpetual and unlimited license to use this information for the service. This does not apply to information you expressly mark as confidential.

4.6. Ionite shall refrain from accessing data you store or transfer using ion-SMP, unless this is necessary for a good provision of the service or Ionite is forced to do so by law or order of competent authority. In these cases Ionite shall use its best efforts to limit access to the information as much as possible.

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

5.1. The use of certain functions of ion-SMP is subject to fees. The functions in question will inform you of the fees. The fee is due every month and is charged upon expiry of each applicable period.

5.2. Payment is possible as explained further on the website.

5.3. Because the service is started directly at your express request, a payment cannot be refunded under the Distance Selling Act.

#### **Article 6. Limitation of liability**

6.1. Except in case of intentional misconduct or gross negligence the liability of Ionite shall be limited to the amount paid by you in the three months prior to the moment the cause of the damage occurred.

6.2. Ionite in no event is liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption.

6.3. Damages may only be claimed if reported in writing to Ionite at most two months after discovery.

6.4. In case of force majeure Ionite is never required to compensate damages suffered by you. Force majeure includes among others disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

#### **Article 7. Term and termination**

7.1. This agreement enters into force as soon as you first use the service and then remains in force until terminated.

7.2. If you entered into this agreement as a consumer, you may terminate the agreement at any time with a notice period of one month, calculated from the moment of the notice. Non-consumers can terminate the agreement with a notice period of two months.

- 7.3. Ionite is entitled to terminate the agreement if you have not used the service at all in the last 18 months. In such an event Ionite shall first send a reminder mail to the e-mail address connected to your account.

**Article 8. Changes to terms**

- 8.1. Ionite may change or add to these terms and conditions as well as any prices at the start of a new payment period (as defined in 5.1).
- 8.2. Ionite shall announce through the service changes or additions at least thirty days before their taking effect.
- 8.3. If you do not want to accept a change or addition, you can terminate the agreement until the date the changes take effect. Use of ion-SMP after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

**Article 9. Miscellaneous provisions**

- 9.1. Dutch law applies to this agreement.
- 9.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with ion-SMP shall be brought before the competent Dutch court for the principal place of business of Ionite.
- 9.3. For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the ion-SMP service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.
- 9.4. The version of any communication of information as recorded by Ionite shall be deemed to be authentic, unless you supply proof to the contrary.
- 9.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.
- 9.6. Ionite is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of ion-SMP or the associated business activities.