

Nmbrs® SaaS Terms and Conditions for Use

V20201021

1. Introduction

1.1 These SaaS Terms and Conditions for Use (the Terms and Conditions for Use) describe the terms and conditions under which the SaaS provided by Nmbrs Sweden AB can be used by End Users, and apply in addition to the applicable General Delivery Terms and Conditions (the General Terms and Conditions)

1.2 Terms beginning with an upper-case letter in these Terms and Conditions for Use shall be understood as having the same definition as specified in the General Terms and Conditions, unless stated otherwise in this document.

1.3 The End User must agree to these Terms and Conditions for Use before being able to use the SaaS or log into the Environment.

2. Licence

2.1 Under the condition that the Terms and Conditions for Use are accepted, Nmbrs Sweden AB hereby grants the End User a personal, non-exclusive, non-transferable, non-sublicensable, revocable and limited right to use the SaaS and access the Environment.

3. Access to the SaaS

3.1 Before using the SaaS, each End User shall, in accordance with the protocols established by Nmbrs Sweden AB, be issued a username and password by Nmbrs Sweden AB and/or the Subscriber, with which the SaaS can be used by the End User. The username and password are non-transferable and strictly specific to a single individual. The End User is obligated to use the username and password confidentially and is responsible for (the results of) any misuse thereof.

3.2 Nmbrs Sweden AB is entitled to block access to the SaaS in case of any unauthorised use or misuse of the SaaS by the End User and/or unauthorised accessing of the SaaS by a third party. If reasonably possible in light of the urgency of the situation, Nmbrs Sweden AB shall inform the End User in advance of any such blockage of access. In the event of a blockage of access in any of the aforementioned situations, Nmbrs Sweden AB shall never be liable to the End User for any compensation for damages.

4. Obligations of the End User

4.1 The End User shall exercise due care to ensure the protection of his/her (auxiliary) equipment, software, infrastructure and internet connection against viruses, cyber criminality and (other) unlawful use by any other user or third party.

4.2 When using the SaaS, the End User shall not distribute any (computer) viruses or other files that can damage, interrupt or interfere with the (proper functioning of the) SaaS.

4.3 The End User shall not undertake any actions that can result in interferences or damages to the SaaS, (computer) networks or infrastructures (of other users) or which may result in inconvenience, limitations of usability or unintended use (for other users).

4.4 The End User shall neither misuse any means of access nor (attempt to) breach the security of the SaaS.

4.5 The End User shall not undertake any actions which he/she can reasonably be expected to assume would result in the criminal or unlawful use of the SaaS by Nmbrs Sweden AB and/or third parties.

4.6 The End User shall not intentionally or without permission breach (hack into) any computer system or part thereof against the will of the owner or administrator.

4.7 The End User shall in no way infringe upon the intellectual property rights of Nmbrs Sweden AB and/or third parties.

4.8 Unless granted explicit consent to do so, the End User shall never duplicate, disclose to the public or make any other use of information or data provided to him/her by Nmbrs Sweden AB while using the SaaS, other than for the purposes of the client's internal operations.

4.9 The End User uses the Environment at his/her own discretion and own risk, and the End User is solely responsible for any damage to any computer system or loss of data that occurs in connection with his/her use of Nmbrs®.

5. Rights of Nmbrs Sweden AB

5.1 Nmbrs Sweden AB has the right to monitor the End User's use of the SaaS.

5.2 In the event that Nmbrs Sweden AB has reason to believe that a violation of the Terms and Conditions for Use has occurred, Nmbrs Sweden AB shall, to the extent that it is reasonably possible, first inform the End User of this and grant them an opportunity to remedy the violation. In deviation from the above, Nmbrs Sweden AB has the right to immediately intervene and take all measures deemed appropriate, including suspension or termination of access to the Environment, if the End User does not respond adequately, or if Nmbrs Sweden AB is of the view that it, its services, other users or possibly third parties are at plausible risk of damage.

6. Security

6.1 In the event of any problems, including security-related incidents (data leaks) related to the Environment, which have been discovered by the End User, the End User shall immediately report these problems to Nmbrs Sweden AB

7. Duration and termination of the Terms and Conditions for Use

7.1 These Terms and Conditions for Use take effect starting on the day on which the End User agrees to them, and remain in effect until they are terminated as described below.

7.2 The End User may terminate these Terms and Conditions for Use by closing the account with which he/she gains access to the Environment in accordance with the cancellation procedure agreed to between Nmbrs Sweden AB and the Subscriber (including grounds for cancellation and notice periods), under the understanding that the obligations listed herein shall remain in effect with regard to the End User's use of the SaaS in the past.

7.3 Nmbrs Sweden AB is entitled to terminate these Terms and Conditions for Use in the event of any significant violation of these terms and conditions by the End User which the End User does not remedy to the fullest extent possible within ten days of being notified in writing that this violation has occurred.

7.4 Upon termination of these terms and conditions, all rights of use and access that are granted by them are revoked.

8. Changes

8.1 Nmbrs Sweden AB has the right to change these Terms and Conditions for Use. The Subscriber and End User shall be informed of any such changes no later than one (1) month before the date that Nmbrs Sweden AB plans for the changes to take effect.

9. Contact

9.1 In case of any questions and/or comments about the Terms and Conditions for Use, contact Nmbrs Sweden AB via: Compliance@Nmbrs.nl

*** Please note this text is a translation. In case of any misunderstanding, ambiguity, confusion or error with regard to these terms and conditions due to this translation, the Dutch version prevails.**