

# Terms & Conditions for trial users and customers

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## Summary

- **Digibeetle**, established as a general partnership under Dutch law with its principal place of business in Amsterdam, The Netherlands (Poortland 66, 1046 BD) and registered with the Dutch Chamber of Commerce under no. 90142306, is the creator of the **Digibeetle App** – available at <https://app.digibeetle.eu>;
- These Terms and Conditions (T&C) apply to **You** (the “**End User**”), carrying out a trade, business or profession in Europe – for example as a data protection consultant, privacy officer, lawyer or academic – and Your use of Digibeetle’s App and governs the relationship between Digibeetle and You as a trial user or (paying) customer;
- Integration of Digibeetle’s App into an any tool or service is strictly forbidden and falls outside the scope of these T&C. It is also forbidden to share your login credentials with others.
- If You wish to use Digibeetle’s App outside the scope of these T&C (e.g. if you need more than one license or if you want to use information from Digibeetle’s App integrated in your own services), then You must contact Digibeetle at [joost@digibeetle.eu](mailto:joost@digibeetle.eu) and request the appropriate license or [visit this page](#).
- The information available via Digibeetle’s App does not constitute legal advice.

## 1. Personal license

- Subject to compliance with the terms of these T&C, Digibeetle grants You a personal, temporary, non-exclusive and non-transferable license to use Digibeetle’s App.
- This license shall be effective on the moment You use Digibeetle’s App, by logging in for the first time. This license ends when these T&C expire or are terminated. See Section 6.

## 2. Scope of the license

### What is allowed?

- Based on these T&C, You are allowed to use Digibeetle’s App for academic and commercial purposes. This means that you may use it for the benefit of your academic work or commercial activities such as consultancy work.

- You may use Digibeetle's App in a normal manner, by using the options and features available. Reverse engineering as well as text and data mining are not normal uses and are forbidden.
- You may publish information from Digibeetle's App in the course of scientific research activities and use as evidence in the research process to the extent this is necessary to validate scientific research findings and results.

### What is not allowed?

- Integration of Digibeetle's App into an any tool or service is strictly forbidden and falls outside the scope of the license.
  - For example, by integrating information from Digibeetle's App in tools or services, such as (online) knowledge bases or data protection management tools.
  - You are therefore not allowed to wholly or partly copy or distribute information from Digibeetle's App and use these copies externally in any form to, for instance, implement the information into other services or software packages.
- You may not publish, redistribute or re-sell (parts of) Digibeetle's App or access to Digibeetle's App.
- It is also forbidden to share your login credentials with others. You agree that you shall refrain from sharing your login credentials.

### Need more licenses or an API license?

- If You want to use Digibeetle's App outside the scope of these T&C, then You can make a request to obtain the proper license, such as a company wide (for multiple users) or API license (for developers), by sending an email to: [joost@digibeetle.eu](mailto:joost@digibeetle.eu). If you want company wide licenses, please [visit this page and fill-in the form](#).

## 3. Intellectual property rights

### Please respect our rights

- Nothing in these T&C constitutes a transfer of any Intellectual Property Rights of Digibeetle to You, and other End Users and/or third parties. Intellectual Property Rights are defined as:
  - *“Patents, registered and unregistered trademarks and service marks, domain names, registered designs and design rights, copyright (including such rights in computer software and databases), database rights and moral rights (in each case for the full period thereof and extensions, revivals and renewals thereof), applications for the foregoing and the right to apply for any of the foregoing anywhere in the world, and all similar rights anywhere in the world including those subsisting in inventions, designs, drawings, information, databases and computer programs.”*
- You shall not at any time and under any circumstances use Digibeetle's works and/or information covered by its Intellectual Property Rights without prior permission of

Digibeetle. Digibeetle expressly reserves its rights including Intellectual Property Rights. Exceptions for text and data mining do not apply.

- You acknowledge that Digibeetle's App is part of Digibeetle's trade secrets and is protected by Directive (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets). This means that you shall not communicate about the inner workings of the Digibeetle App. For example, regarding the technology used or how it is organised.

## 4. Invoicing and payments

- You will receive a quotation with our offer for the amount of requested licenses regarding the Digibeetle App, in cases other than the online check-out procedure. After You have accepted our offer per email, we will send You an invoice. Payments must be made within 14 days after the invoice date, unless stated otherwise.
- If payment is not completed before the expiration date, the legal interest for businesses according to Dutch law may be charged by Digibeetle without notice. You automatically incur default, without the need for any notice or reminder whatsoever, if You fail to fulfil Your payment obligations.
- If (timely) payment is not made, Digibeetle entitled to unilaterally suspend Your access to Digibeetle's App forever, without being liable to You.

## 5. Guarantees and warranties

- Digibeetle's App and the information provided via Digibeetle's App are made available "as is" without Digibeetle's warranty of any kind, either express or implied, including – but not limited to – any implied warranty against infringement of third parties' rights including – but not limited to – Intellectual Property Rights, or any other warranties of merchantability, integration, satisfactory quality and fitness for a particular purpose.
- Digibeetle's App will put out new releases and updates according to its own discretion. We shall have no obligation for the installation and/or maintenance of Digibeetle's App.

## 6. Limitation of liability

- As stipulated in Section 4, Digibeetle's App is made available to You without any warranty of any kind. Consequently, Digibeetle is not liable towards You for any damages in relation to these T&C and/or the Database. The entire risk as to the use, quality, and performance of the Database is with You. For the avoidance of doubt, the information available via Digibeetle's App does not constitute legal advice.
- Digibeetle will not be liable for any loss, claim or damage that results directly from foreseeable and avoidable circumstances, for which Digibeetle may be held culpable and which relate directly to this Agreement as well as any indirect loss, claim or damage, or any (if applicable) punitive, special, incidental or consequential damages of any kind (including but not limited to lost savings or loss or corruption of information); or any loss of profit (whether direct or indirect), in each case whether

based in contract, tort (including negligence), strict liability, or otherwise – either caused by Digibeetle – which arises out of or is in any way connected with any use of Digibeetle’s App or this Agreement, even if Digibeetle has been forewarned of the possibility of such loss or damage.

- If the limitations of liability in this Section are ruled in a court of law unreasonable or onerous, then Digibeetle’s liability explicitly limited to the amount paid by its insurance company, if covered. If its insurance company does not pay any damages, then Digibeetle’s total liability is limited to a maximum amount of one hundred Euros including interest (€ 100,00), irrespective of the amount of damaging events and irrespective of the duration of the damaging event(s).
- Nothing in this Agreement limits or excludes Digibeetle’s liability for death or personal injury intentionally caused by their management or due to their deliberately reckless management and any other liability which may not by law be limited or excluded.

## **7. Changes, license term and termination**

- If you registered as a trial user, your license expires if the trial period ends. You can prolong your license by registering as a customer. Customers, as paying users, enjoy a license for the duration mentioned on Digibeetle’s website or in an e-mail message addressed to You. This is normally 1 (one) calendar year, unless stated otherwise.
- Your license will be automatically extended for a new term, unless You cancel Your membership one month prior to the end of the license term. We will send you an e-mail before the one-month period in which we’ll remind you of your option to cancel.
- Digibeetle reserves the right to provide new or changed terms of these T&C. You shall be able to agree or decline to the new or changed terms as set forth in the modified T&C. If You decline, You will not be allowed to use Digibeetle’s App.
- After termination or expiration of these T&C, You may not use Digibeetle’s App anymore and Your access to the Digibeetle App will be halted.
- Digibeetle may terminate or suspend these T&C at any time without any cause. If you are a paying user, you will get a refund pro rata for the months you paid in advance unless the termination is related to your breach of these T&C. In such and other cases, no refunds apply.
- The license as laid down in Section 2 of these T&C shall terminate by operation of law with an immediate effect if You are in breach of these T&C or when the license agreement between Digibeetle and Your Organization has been terminated or expired. This termination or expiration shall not prevent Digibeetle from claiming damages and the termination shall not relieve End User from its liability to respect all the obligations claimable before or after the termination or expiration date.

## **8. Applicable law and competent court**

- These T&C shall be exclusively governed by the law of the Netherlands.
- Any dispute or legal difference between Digibeetle and You arising out of or in connection with these T&C, will be held before the competent court in Amsterdam, The Netherlands.

## 9. Miscellaneous

- All provisions that are intended to survive the termination or expiration, by nature or because such has expressly been provided for in these T&C, shall survive such termination or expiration. These provisions include, but are not limited to, provisions regarding the Intellectual Property Rights (Section 3), Guarantees and warranties (Section 5), Limitations of Liability (Section 6) as well as Applicable law and Competent Court (Section 8).
- If any provision of the T&C is held invalid or unenforceable, that provision will be construed to reflect Digibeetle's original intent. Despite the invalidity or unenforceability of such provision, all other provisions will remain in full force and effect.
- If Digibeetle's legal identity changes or when there is a change of control, then these T&C shall apply to You and the changed or new legal entity. For instance, when Digibeetle assigns or transfers the rights in connection with the T&C to another legal entity or when Digibeetle is acquired by another legal entity.
- If Digibeetle does not exercise or enforce any legal right or remedy, this will not constitute a formal waiver of Digibeetle's rights.