



# bAwear Score Terms of Use

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## Article 1. Definitions

The definitions used in these bAwear Score Terms of Use will have the following meaning:

Agreement	the agreement between bAwear and the Customer or a Partner and a Customer based on which the User is granted the right to use (a part of) bAwear Score and the bAwear Score Portal
bAwear Score Portal	all data (originally) contained in a database, dataset or data library that is offered within the bAwear Score Portal
Business Package	Related to the Starter, Pro, Premium or Enterprise packages. The price per package is as stated in the most recently dated quotations.
Customer	the legal entity that enters into the Agreement with bAwear or a Partner
Educational package	Starter plus educational-course on impact calculations
Intellectual Property Rights	intellectual property rights, wherever in the world, whether registrable or unregistrable, registered or unregistered, including but not limited to copyrights and database rights
New Version	a successive version of bAwear Score with new or amended functionalities
User Account	the account enabling the User to access and use bAwear Score and the bAwear Score Portal
User Data	data that are not part of the bAwear Score Portal and that are processed by the Customer, whether or not as part of a dataset or database, using bAwear Score and/or the bAwear Score Portal
User System	any (element or combination of) software or hardware used by the User to access bAwear Score or the bAwear Score Portal, including computer-, data- or telecom facilities and an internet connection

## **Article 2. Applicability**

2.1 Each and every use of bAwear Score and of (a part of) the bAwear Score Portal is subject to these bAwear Score Terms of Use. Using bAwear Score or (a part of) the bAwear Score Portal implies acceptance of these bAwear Score Terms of Use.

2.2 bAwear reserves the right to change these Terms of Use unilaterally. The continuation of the right to use bAwear Score and the bAwear Score Portal is subject to acceptance of such amended Terms of Use.

## **Article 3. Limitations of use**

Solely Users that have been granted a license by bAwear in accordance with the Agreement and that are registered by that Customer in accordance with the Agreement have the right to use bAwear Score and the bAwear Score Portal. The extent of such use depends on the type of license obtained by the relevant Customer for that User.

## **Article 4. Guarantees of the User**

4.1 The extent of the use of the bAwear Score SaaS Services per User varies, depending on the type of license, obtained by the Customer for a User. A license may be provided for commercial purposes (‘Business Package’) or educational purposes (‘Educational Package’). bAwear reserves the right to amend the functionality per license or rights of Users at its discretion.

4.2 The User guarantees:

- a) to use bAwear Score and the bAwear Score Portal for business purposes or educational purposes (depending on whether a ‘Business Package’ or ‘Educational Package’ is obtained) of the User’s organization only;
- b) to refrain from using bAwear Score and the bAwear Score Portal in any way that violates the legitimate business interests of bAwear, its third-party suppliers and Partners;
- c) to use bAwear Score and the bAwear Score Portal in accordance with these bAwear Score Terms of Use and the instructions of bAwear or a Partner (if applicable) only, whether given in writing or orally;
- d) to comply with the provisions of end-user license agreements (EULA’s) of third parties, if applicable in accordance with Article 4 of these bAwear Score Terms of Use;
- e) to refrain from publishing or making available to others derivative software, databases, data libraries, datasets or database-like products using all or any part/portion of bAwear Score or the bAwear Score Portal;
- f) to refrain from sharing the bAwear Score Portal (with the exception of the results of Scenarios) with any (legal) person that is not a User and in any event complying with the limitations that are set by bAwear and/or by the User that disclosed the bAwear Score Portal;
- g) to protect access to the User Account by keeping the respective usernames, passwords and possible other credentials strictly confidential;
- h) to notify bAwear immediately from becoming aware of theft, loss or abuse of the credentials referred to under section g) or from becoming aware of any abuse of bAwear Score or the bAwear Score Portal;
- i) to refrain from violating any copyright, database right or other intellectual property right of bAwear or any third party;
- j) to refrain from using bAwear Score and the bAwear Score Portal in any way that causes, or may cause, damage to the availability or accessibility of bAwear Score or the bAwear Score Portal;
- k) to use bAwear Score and the bAwear Score Portal in accordance with all applicable laws;
- l) to prevent any party other than Users from accessing bAwear Score and the bAwear Score Portal.

4.3 bAwear may assume that all actions undertaken from a User Account after logging in with a valid username and password are authorized and supervised by the User to whom the User Account was assigned unless the User Account has (as (to the sole opinion of bAwear) sufficiently demonstrated by that User) been abused by a third party without any relation to a breach by that User of these Terms of Use or act of negligence by that User.

4.4 In the event of the occurrence of any of the following situations:

- abuse of bAwear Score or the bAwear Score Portal; or
- a failure to accept these bAwear Score Terms of Use or of any amendment to these bAwear Score Terms of Use by a User; or
- a violation by the User of the obligations or guarantees set out in these bAwear Score User Terms; or
- a breach of the Agreement by the Customer that has ordered the license on which a right to use bAwear Score or the bAwear Score Portal is based;

- the occurrence of a threat to the stability, continuity or security of bAwear Score or the bAwear Score Portal for whichever reason;

bAwear may (in its sole discretion) intervene and take any measure it deems appropriate to end such situation from continuing, including but not limited to the termination of the use of bAwear Score or bAwear Score Portal by a User and, in the event of a violation of the law, report such violation to the competent authorities, without any notice being required and without incurring any liability for damages of the relevant User or any other User.

4.5 The User is solely responsible for the User System and User Data and the (timely) availability of the User System and User Data. bAwear is not liable for damages or costs as a result of transmission errors, interruptions or non-availability of the User System and User Data.

## **Article 5. Duration of the use**

In the event:

- (i) of an occurrence as referred to in Article 4.3 of these bAwear Score User Terms; or
  - (ii) that the Customer terminates the license on which the right to use bAwear Score or the bAwear Score Portal is based;
  - (ii) that the Agreement is suspended or terminated, for whichever reason;
- bAwear has the right to immediately suspend or terminate the use of bAwear Score and the bAwear Score Portal by the relevant User, without incurring any liability for damages caused by such termination.

## **Article 6. Intellectual property**

6.1 bAwear and/or its licensors hold all intellectual property rights pertaining to bAwear Score and the bAwear Score Portal and all related preparatory designs and materials, specifications, interfaces and documentation. The User waives all (possible) intellectual property rights to bAwear Score, the bAwear Score Portal and related preparatory designs and materials. The User shall not remove any proprietary notice of bAwear or its licensors from any copy of bAwear Score or the bAwear Score Portal.

6.2 If the license referred to in Article 3.1 allows the User to copy, store or download (any parts of) bAwear Score or the bAwear Score Portal, the User accepts and complies with the end-user license agreements (EULAs) of the suppliers of the relevant (parts of the) bAwear Score Portal, available at <https://bAwearScore.com/end-user-licence-agreements/>.

## **Article 7. Confidentiality of Data**

7.1 bAwear will take reasonable measures to ensure the security and confidentiality of the Data, by applicable data protection laws and regulations.

7.2 bAwear will only use the Data for the provision and improvement of the software and related services unless otherwise required by law.

7.3 bAwear will restrict access to the Data to authorized employees who need such access to perform their duties and obligations related to the software.

7.4 bAwear will keep all User's data confidential and will not disclose or share it with third parties, except as required by law or with the prior written consent of the User.

7.5 bAwear will implement appropriate technical and organizational security measures to protect the User data from unauthorized access, disclosure, alteration, or destruction.

7.6 bAwear will process the Data only following the User's instructions and will not transfer Data outside the agreed scope without the User's prior written consent.

7.7 bAwear may engage sub-processors for processing the User data, provided that such sub-processors are bound by similar data protection obligations as outlined in these terms.

## **Article 8. Property Rights**

8.1 bAwear retains all rights, titles, and interests in and to the software, including all intellectual property rights such as copyrights, patents, trademarks, and trade secrets.

8.2 By accepting these terms, bAwear grants the User a limited, non-exclusive, non-transferable license to use the software in accordance with these terms.

8.3 Nothing in these terms shall be construed as transferring or assigning any ownership right of bAwear to the User, except as expressly provided in these terms.

8.4 The User agrees to use the software only as permitted by these terms and all applicable intellectual property laws and regulations.

8.5 The User is the owner of and holds all intellectual property rights to the User data, and bAwear or its licensors may not copy or use any of the User data for any purpose whatsoever, without the User's prior written consent.

8.6 The User shall indemnify bAwear against any liabilities, costs, damages, losses, or expenses arising out of or related to any use of the software by the User that violates these terms.

## **Article 9. Terms of Payment**

9.1 Payment Deadline:

- a) The standard payment term is 14 days from the invoice date.
- b) For amounts exceeding 2500 euros, installment payments apply: 50% of the total amount is to be paid at the commencement of the service, and the remaining 50% upon completion.

9.2 Suspension of Services:

In the event of non-payment, we reserve the right to suspend the execution of services until the outstanding amount is fully settled.

9.3 Steps in Case of Non-payment:

- a) Two Payment Reminders: If payment is not received on time, we will send two payment reminders to the provided billing address.
- b) Final Notice with Last Opportunity: Should payment remain outstanding, we will issue a final notice providing a last opportunity to settle the outstanding amount within 3 working days.
- c) Debt Collection Procedure: If there is no response to the final notice, we reserve the right to forward the unpaid invoice to a collection agency.
- d) Interest: We also reserve the right to charge interest on the outstanding amount from the due date, in accordance with the statutory interest rate. In addition, a fixed interest rate of 15% will be applied to unpaid invoices.

9.4 Important:

All costs, both judicial and extrajudicial, arising from the collection of outstanding amounts, will be borne by the client.

## **Article 10. Disclaimer**

10.1 bAwear does not undertake any obligation to Users, such as an obligation to provide support regarding the use of bAwear Score or bAwear Score Portal.

10.2 bAwear Score and the bAwear Score Portal are provided AS IS without any responsibility or liability of bAwear or the Partner for damages arising from incorrect, incomplete or otherwise non-conforming data, databases or data libraries. User acknowledges that bAwear has no knowledge of or influence on the contents of the User Data and bears no responsibility or liability whatsoever with regard to the User Data.

10.3 bAwear does not warrant that bAwear Score will run without interruption, error-free, virus-free, or that the bAwear Score Portal do not contain any inaccuracies or that information given by bAwear or a

Partner does not contain any errors. It is the sole responsibility of the User to take all steps to ensure that bAwear Score or the bAwear Score Portal do not damage the User's information, the User Data or the User System(s).

10.4 bAwear has the right to amend bAwear Score or release New Versions at any time. bAwear is not liable for any damages the User suffers as a result of such amendment(s) or release(s).

10.5 bAwear shall in no event be liable to User or any third party for any damages and/or loss, including, without limitation, indirect, special, punitive, or consequential damages including, without limitation, damages for loss of business, loss of profits, missed savings, loss due to business stagnation, loss of data, third party damages, loss of business information, arising out of or connected in any way with the use of, or inability to use bAwear Score or the bAwear Score Portal, irrespective of the grounds on which an action for damages might be based. The User explicitly waives any right to claim any damages from bAwear.

The User is liable towards bAwear for any and all damages that bAwear or any third party suffers as a result of the use of bAwear Score or the bAwear Score Portal or as a result of a breach of these bAwear Score Terms of Use or any end user license agreement of a third party supplier. Users will indemnify bAwear and hold bAwear harmless (Dutch: "vrijwaren") for any such damages.

## **Article 11. Choice of Law and competent court**

These bAwear Score Terms of Use and any disputes arising out of or in connection with these bAwear Score Terms of Use shall be governed by the laws of the Netherlands. Any and all disputes that may arise between bAwear and a User shall be exclusively submitted to the competent court in Utrecht, the Netherlands.