

Participant Conditions

Version 002.10.2018

1. General

These participant conditions (the '**Participant Conditions**') apply from 1 January 2018 to every participant of the data hub (both via your computer and via mobile equipment or any other software application) to all services offered by JoinData.

By using JoinData's data hub you agree to these Participant Conditions. JoinData recommends that anyone who uses the data hub or one of these services ('**you**', '**your**' or '**Participant**') should read these Participant Conditions in advance. JoinData may change these Participant Conditions. If, in JoinData's opinion, major impact can be foreseen, then as much as possible will be adapted to you as participant. If you register via our website for our newsletter, you will be kept informed of developments.

2. Misuse of the data hub and its consequences

If we receive indications and/or complaints from other participants or other parties involved (data suppliers/application suppliers) or for other reasons are of the opinion that you are not acting in accordance with the law and/or the Participant Conditions, we can take the following measures for security reasons and for the protection of other participants. JoinData can also take these measures if you use the DataHub unreasonably, for example if your use hinders other participants or interferes with the proper functioning of the Data Hub:

- JoinData can exclude you from its services or limit certain functionalities for you. You can envisage your account being suspended, for example, and/or
- JoinData can delete your data without refunding any amounts paid by you.

3. This is what we guarantee

We endeavour to our utmost to provide a user-friendly and trouble-free platform. And strive to ensure our services are available 98.8% outside of maintenance over the 12-month period. However, it is possible that this is not the case, for example due to faults.

We can guarantee to solve your problem in the event of errors, disruptions, complaints and/or questions during office hours (9 am to 5 pm) within 1 hour and outside office hours within 4 hours or in any case call you back within this time about the expected resolution times. We prefer to plan maintenance outside normal office hours so you do not experience inconvenience as a result.

We provide you with a secure environment. You too have a responsibility for the security of communication. In order to prevent anything going wrong with communication, you will be handling means of communication safely and carefully. This means, for example, that you protect your computer or other equipment as strongly as possible against viruses, malicious software (malware, spyware) and other misuse.

4. Limitation of JoinData liability

We exclude, to the extent permitted by law, liability for any damage suffered by a Participant through:

- a reduction in the services of JoinData;
- incorrect information from the Data Suppliers, or
- changes to JoinData's services or changes in or on the data hub.

If for any reason we are still liable, then our liability is limited to the maximum of the total compensation you have paid as a participant in JoinData during the 12 months prior to the action as a result of which the liability arose.

5. Changes to the services

JoinData may change the data hub or parts of it at any time. We may also change or terminate our services at any time. We will endeavour to announce such a change or termination within a reasonable period of time before it is implemented.

6. Services of application suppliers

The data hub is an infrastructure which is used by companies that create data about your business operations, for example by selling or leasing equipment which you use for your business operations, and whereby this company then offers the data via the equipment to companies which process this data using an application. By this means, your data is offered together with the application as a new service to participants of JoinData in order to enable a participant to optimise his business. In short, the data hub brings data suppliers and application suppliers together. As a Participant you have the last word via the authorisation register: you yourself decide which data is supplied to application suppliers and for what purpose.

Bringing data suppliers and application suppliers together does not mean that JoinData is responsible for the services of the application suppliers. A data supplier and application supplier make agreements with each other outside of JoinData. And application suppliers develop services for Participants for their own account and risk. In short, JoinData has no control or influence over the content of these services. You must conduct sufficient research yourself and have sufficient information supplied to you before making use of the services of an application supplier.

We do not perform checks on the quality of service of these application suppliers, the safety or legality of the services of these application suppliers, the power of these application suppliers to provide services and/or the authority of participants to purchase the services. JoinData gives no guarantee in this connection, nor can JoinData guarantee that the services offered by these application suppliers via the data hub meet your expectations.

The (privacy) rules of the application supplier concerned apply to services provided by that application supplier. If you have questions about these rules, please direct them to this application supplier. The use of these services will then fall under the (privacy) rules of the application supplier concerned.

7. Protection of your privacy

If your personal data is processed, JoinData does this on behalf of the data supplier. The data supplier is the 'responsible party' and JoinData is the 'processor' in the context of the General Regulation on Personal Data. For questions about the processing of your personal data, you should therefore contact the data supplier.

8. Complaints procedure

You may lodge complaints about JoinData's services using the complaint form. Complaints must be submitted within a reasonable time (no later than 2 months) after you have found a defect in the service. Complaints must be fully and clearly presented. We will endeavour to respond within 14 days of the complaint being lodged. Should this not be possible, we will give you an indication of the response deadline within 14 days of the complaint being lodged.

9. Other provisions

JoinData is a trade name of Coöperatie JoinData U.A. and is established at Nieuwe Kanaal 7F, Wageningen. JoinData's telephone number is 0317 76 3877 and it is registered with the Chamber of Commerce under number 64039641.

JoinData can change the Participant Conditions or parts thereof at any time. JoinData will endeavour to announce such a change within a reasonable time frame before entry into force. The changes will take effect within a reasonable period after they have been announced, or after you have again been a participant, after the change, in the DataHub and/or the services of JoinData, whichever occurs earlier.

If we do not enforce a provision in the Participant Conditions, this does not mean that we waive the right to enforce this at a later time or vis-à-vis another Participant. Agreements deviating from what is stipulated in the Participant Conditions are only valid if confirmed in writing by JoinData.

If one or more provisions of the Participant Conditions are declared invalid by a competent court, this will not affect the other provisions of the Participant Conditions.

Notifications to JoinData can be directed to JoinData, Nieuwe Kanaal 7F, Wageningen. Notifications to Participants will be sent to the specified e-mail address or, where warranted, by registered post and an address is available. Notifications by registered mail will be deemed to have been received 5 working days after the date of posting.

JoinData is entitled at all times to transfer its rights and obligations under the agreements which relate to its services. Participants will be informed about this.

These Participant Conditions form the entire agreement between JoinData and you and replace all previous agreements. The agreement is governed by Dutch law. In the event of a dispute arising from this agreement, only the court in Amsterdam will have jurisdiction.