



# Conditions of Use | Knowies

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The conditions of use below describe the conditions under which the online knowledge platform of Knowies may be used. Knowies provides insight into the knowledge and interests of users and connects users on the basis of the collected content. When using the platform of Knowies these conditions of use apply. In some cases, additional or derogating provisions may apply to consumers. This will be clearly stated if such is the case.

## Artikel 1. Definitions

The capitalised terms in these Conditions of Use have the meanings as defined below.

- 1.1 **Account:** the personal account of the User through which he or she gets access to the Service.
- 1.2 **Data:** all data saved by the User to the Platform, as entered for the provision of the Service.
- 1.3 **Service(s):** the service that Knowies will provide for the benefit of the User and that consists of , but is not limited to, making available the Platform through which the User can share articles and messages that subsequently enable the User to create a personal profile.
- 1.4 **User:** the natural person or legal entity acting in the course of his or her profession or business, who has gained access to the Service and uses the functionalities of the Service.
- 1.5 **Conditions of Use:** the present conditions.
- 1.6 **Intellectual Property Rights:** the (intellectual property) rights, including but not limited to copyright, database rights, domain names, trade name rights, trademark rights, design rights, related rights, patent rights, as well as rights to know-how.
- 1.7 **Knowies:** Knowies B.V., with its registered office at Willem Arntszlaan 143 in Den Dolder, the Netherlands, and registered with the Chamber of Commerce under number 73169323.
- 1.8 **Materials:** all websites and (web) applications, corporate identities, logos, folders, brochures, leaflets, lettering, adverts, marketing and/or communication plans, concepts, images, texts, sketches, documentation, advice, reports and (other) products of the mind, as well as preparatory materials thereof and the data carriers on which these materials have been stored.
- 1.9 **Agreement:** the agreement between Knowies and the User on the basis of which Knowies will provide the Service, and of which the Conditions of Use form an integral part.
- 1.10 **Party/Parties:** Knowies and the User jointly or individually.
- 1.11 **Platform:** The platform of Knowies, accessible at [www.knowies.com](http://www.knowies.com), or accompanying subdomains.
- 1.12 **Website:** the website of Knowies, accessible at the domain [www.knowies.com](http://www.knowies.com), or accompanying subdomains.

## Artikel 2. Use of the Service

- 2.1. The Service offers the User the option to collect and share Materials on the platform. Using this information, Knowies creates a unique 3D CV for each User, which is shown on the Account of the User.

- 2.2. The User requires an Account to be able to use the Service. The User must register to create an Account. After the registration has been completed, the User will receive a message at the time that he or she can log in to the Account and use the Service.
- 2.3. The User can decide to activate a two-factor-authentication by means of an authenticator chosen by the User. In that case, the User can log in with an email address, a password and a code that is sent by the authenticator.
- 2.4. Accounts and login data are strictly personal and may not be shared with another person. The User must in particular keep the password strictly confidential.
- 2.5. If the login data of an Account is lost or leaked, the User will immediately take all measures that are reasonably necessary and desirable for the prevention of misuse of the Account. These measures may for example consist of changing the password or blocking the Account. The User will also immediately report this to Knowies, so that any additional measures can be taken to prevent misuse of the Account.
- 2.6. The content of the Platform has been composed with the utmost care. Knowies does not guarantee that the data and information provided on the Platform are free of errors or imperfections.

### **Artikel 3. Rules of Use**

- 3.1. The User guarantees that the Services will not be used for activities that are in conflict with any applicable legislation or regulations. In addition, it is expressly not permitted (regardless of whether or not this is legitimate) to disseminate Data through the Services that:
  - a. contains malicious content (such as malware or other malicious software);
  - b. infringes third party rights (such as Intellectual Property Rights), or that is manifestly defamatory, insulting, discriminating or incites hatred;
  - c. contains information on, or can be helpful for, infringing third party rights, such as hacking tools or explanations about computer crime that are intended to enable the reader to commit criminal acts (or cause these to be committed), and is not intended for the purpose of defending oneself against these acts;
  - d. results in an infringement of the privacy of third parties, including in any event but not limited to the dissemination of personal data of third parties without permission or necessity;
  - e. contains hyperlinks, torrents or references to (sites of) materials which manifestly infringe copyright or other Intellectual Property Rights;
  - f. contains (child) pornography, bestiality pornography or animations thereof, or that is apparently aimed at helping others to find such materials.
- 3.2. The User is only permitted to disseminate (unsolicited) commercial, charitable or idealistic communication through the Services, with due observance of the legislation and regulations applicable thereto.
- 3.3. The User will refrain from causing nuisance to other users or internet users or from causing damage to systems or networks of Knowies or other users. The User is prohibited from starting processes or programs, through the systems of Knowies or otherwise, regarding which the User knows or may reasonably suspect that these will cause hinder or damage to Knowies, its other users or internet users.
- 3.4. If, in the opinion of Knowies, damage or another danger arises for the functioning of the computer systems or the network of Knowies or of third parties and/or of the service provision via the internet, in particular due to excessively frequent calling of the Service, excessive sending of emails or other data, (distributed) denial-of-service-attacks, badly secured systems, or activities of viruses, Trojans and comparable

software, Knowies will be entitled to take all measures that it reasonably deems necessary for averting or preventing this danger.

- 3.5. Knowies may recover the damage as a result of any breach of these rules of use from the User. The User knows that he or she must comply with the rules of use set out in this article and that if the User fails to comply with these rules, he or she may harm the rights of third parties, for which the User will be personally liable. The User indemnifies Knowies against all possible claims by third parties related to damage resulting from a breach of these rules of use. If the User acts in the capacity of a consumer, the indemnity referred to above will not apply, but the User will be fully liable in cases in which this ensues from applicable legislation and regulations.

#### **Artikel 4. Notice and takedown**

- 4.1. If it is pointed out to Knowies that, by means of making use of the Services, Data is saved or disseminated that infringes rights of third parties or that otherwise results in unlawful acts or acts in conflict with the Agreement, Knowies will inform the User of the complaint or infringement as soon as possible, unless this is not permitted or desirable for other reasons; for example, if notification could harm an ongoing investigation, this can be dispensed with. In urgent cases, Knowies may take immediate action (for example, by removing the Data or by blocking the Service wholly or partly), but Knowies will make efforts to inform the User afterwards.
- 4.2. Knowies will be entitled to provide the name, the address and other identifying details of the User to a third party that complains about the User infringing this third party's rights, or to the competent authority, if:
- a. Knowies is obliged to do so on the basis of applicable legislation or regulations (such as in the case of a competently issued judicial order); or
  - b. Knowies is of the opinion that it is sufficiently plausible that the User has acted unlawfully and has caused damage to the third party, the third party has a real interest in acquiring the details, Knowies deems it plausible that there are no less far-reaching options available for retrieving the data, and the balancing of the interests involved entails that the interest of the third party ought to prevail.
- 4.3. In case of potentially punishable Data or punishable acts by making use of the Service, Knowies will be entitled to report this. Knowies may hand over the Data and all relevant information on the User to the competent authorities and execute all other acts that the authorities require in the context of the investigation.
- 4.4. As an intermediary, Knowies will not be liable for the Data that the User disseminates by using the Service. The User indemnifies Knowies against and will compensate Knowies for any form of claim, charge or proceedings on the part of a third party related to (the content of) the Data or information that the User places on or disseminates through the Service. If the User acts in the capacity of a consumer, the indemnity referred to above will not apply, but the User will be personally responsible for the Data disseminated by the User through his or her use of the Service, and the User will be fully liable in the cases in which this ensues from applicable legislation and regulations.

#### **Artikel 5. Helpdesk**

- 5.1. In the event of questions, comments and complaints, Knowies can be contacted by means of the contact option on the Platform intended for this purpose. Knowies takes complaints and reports with regard to the Service extremely seriously. However, the User will at any time remain personally responsible for the use of the Service.

- 5.2. Knowies will provide a reasonable level of support through the Platform (or other channels communicated to the User). However, Knowies does not give any guarantee that all problems or requests put forward by the User will be dealt with. Knowies will respond to complaints regarding the Service as soon as possible, but no later than within fourteen (14) days after receipt.

**Artikel 6. Availability and maintenance**

- 6.1. Knowies will make efforts to ensure the uninterrupted availability of its Platform and to ensure access by the User to the saved data, but does not give any guarantees in this regard.
- 6.2. Knowies will make efforts to keep the (web server) software it uses up to date. However, Knowies is depending on its supplier(s) for this. Knowies will be entitled not to install specific updates or patches if, in its opinion, this will not benefit the correct provision of the Service.
- 6.3. Knowies will make efforts to resolve problems/defects in the Service. However, Knowies does not give any guarantees in this regard.
- 6.4. The User must personally check the processing operations carried out by the Service. Knowies does not guarantee that all processing operations will be without errors at all times.
- 6.5. Knowies has the right to temporarily close down the Service, or parts thereof, for the purposes of maintenance (planned and unplanned), adjustment or improvement.
- 6.6. Knowies may, entirely at its discretion, adjust the functionality of the Service from time to time. Feedback and suggestions from the User are welcome, but Knowies will ultimately decide which adjustments it will implement.

**Artikel 7. Data ownership**

- 7.1. The Data that is saved or processed by the User through the Service is and remains the property of the User. Control over such Data is therefore vested in the User at all times. Knowies has a restricted right of use for deploying the Data for the provision of the Service, including future aspects thereof.
- 7.2. If the User sends information to Knowies, for example feedback regarding an error or a suggestion for improvement, the User will give Knowies an unrestricted and perpetual right of use for using this information for the Service.
- 7.3. The User is personally responsible for loading all Data into the Service. Knowies will not be liable for any inaccuracies after loading or during synchronisation of the Data, except in case of intent or wilful recklessness.

**Artikel 8. Intellectual property**

- 8.1. All Intellectual Property Rights to the Services and Materials made available by Knowies to the User in the context of the Agreement are vested in Knowies or its licensors. It is not permitted to copy or use these, in any manner whatsoever, without separate permission in writing from Knowies, except in cases for which this is permitted by law.
- 8.2. Knowies hereby provides the User with a non-exclusive, non-sublicensable and non-transferable right of use for the duration of the Agreement in order to be able to use the Service in accordance with these Conditions of Use.
- 8.3. The User will not be entitled to make amendments to the Materials and does not have any right of access to or a copy of the source files of any Services and Materials made available by Knowies. It is also expressly not permitted to retrieve these source files by means of reverse engineering, decompilation or otherwise, unless permitted by mandatory legal provisions.

- 8.4. Knowies may take (technical) measures for the protection of the Materials. If Knowies has taken such security measures, the User will not be permitted to evade or remove this security.
- 8.5. The User is not permitted to remove or adjust any specification of copyright, trademarks or other Intellectual Property Rights from the Materials.

**Artikel 9. Personal data and security**

- 9.1. The personal data to be processed by Knowies in the provision of its Services falls under privacy legislation. Knowies will take the requirements under this legislation into account during the processing. Information on how Knowies deals with the personal data of the User can be found in the privacy statement.
- 9.2. Knowies will ensure an appropriate level of security in view of the risks ensuing from the processing and the nature of the personal data to be protected, but only if and insofar as this data is located in the systems or the infrastructure of Knowies.

**Artikel 10. Duration and termination**

- 10.1. The Agreement will come into effect as soon as the User registers for the Service and will be entered into for an indefinite period.
- 10.2. The User may terminate the Agreement at any time by deactivating the Account. The User will have the option to make a copy of the Data prior to the refusal of access to the Account.
- 10.3. On termination, for any reason whatsoever, Knowies will be entitled to terminate or cancel the Service with immediate effect and to erase or make inaccessible all Data saved and links made for the benefit of the User.

**Artikel 11. Payment and payment terms**

- 11.1. A monthly payment is only owed for the use of the premium version of the Service, as further stated on the Platform.
- 11.2. Knowies will send an invoice for all amounts owed and will be entitled to invoice electronically and in advance. If the User objects to (the amount of) an invoice, this will not suspend the payment obligation, unless the User has concluded the Agreement in the capacity of a consumer.
- 11.3. A payment term of 14 days applies to all invoices, unless another payment term has been set out in the invoice or another payment term has been agreed in writing.
- 11.4. If an invoice is not paid within the payment term, the User will be in default if Knowies has sent a demand providing a reasonable period to make this payment, and the User has not proceeded with payment within this period. In such case, Knowies will have the right to suspend the provision of the Service in whole or in part. Knowies will not be liable for the damage suffered by the User as a result.
- 11.5. If payment is not made in time, the User will be obliged, in addition to the amount owed and the commercial interest over this, to fully pay the extrajudicial as well as judicial collection costs, including the costs of lawyers, counsel, bailiffs, and collection agencies.
- 11.6. All claims of Knowies will be immediately due and payable if the User is declared bankrupt, the User applies for a moratorium, or a moratorium is granted to the User, the activities of the User are terminated, or the User's business goes into liquidation.
- 11.7. All prices specified by Knowies are in euros and including VAT and other levies imposed by the government.

**Artikel 12. Liability**

- 12.1. The total liability of Knowies is limited to the compensation of direct damage up to the amount that the User has paid for the use of the Service in the three months prior to

the damage-causing event, with a series of connected events applying as one single event. Knowies will never be liable for any damage if the User has not made a payment. Direct damage is taken to mean:

- a. the reasonable costs of repair;
- b. the reasonable costs for the prevention or limitation of the damage that may be expected as a direct result of the event on which the liability is based;
- c. the reasonable costs incurred in order to ascertain the damage and liability and the reasonable costs incurred for obtaining payment without any intervention of the courts.

- 12.2. Knowies is expressly not liable for indirect damage, consequential loss, lost profit, lost savings, and loss due to business interruption.
- 12.3. The exclusions of liability referred to in these Conditions of Use will lapse if and insofar as the damage is the result of intent or wilful recklessness on the part of Knowies.
- 12.4. The liability on the part of Knowies due to an attributable failure in the performance of the Agreement only arises if the User has promptly and properly given notice of default to Knowies, while providing a reasonable period within which the failure can be remedied, and Knowies also continues to fail attributable after that period. The notice of default must contain a description of the failure that is as detailed as possible, so that Knowies will be able to respond adequately.
- 12.5. In the event of force majeure, Knowies will never be obliged to pay compensation for the damage suffered by the User as a result. Force majeure will inter alia exist in case of breakdowns or failures of telecommunication infrastructure, power cuts, civil commotion, mobilisation, war, obstruction in transport, strike action, exclusion, business interruptions, interruption of supply, fire, and floods.

#### **Artikel 13. Amendments to the conditions of use**

- 13.1. Knowies reserves the right to make amendments or additions to the Service and these Conditions of Use. Amendments also apply with regard to Agreements already concluded, with due observance of a period of time of thirty (30) days after notification of the amendment.
- 13.2. If the User does not wish to accept an amendment or addition, the User may deactivate the Account. The use of the Service after the date of the entering into effect applies as acceptance of the amended or supplemented conditions.

#### **Artikel 14. Miscellaneous provisions**

- 14.1. The law of the Netherlands applies to these Conditions of Use, and all disputes between Parties related to the Agreement will be submitted to the Dutch court with competent jurisdiction in the district in which Knowies has its registered office. If the Party is a consumer, the court in the district in which the consumer resides will also have jurisdiction.
- 14.2. Derogations from these Conditions of Use will only be binding if they have been accepted in writing by Knowies.
- 14.3. Knowies has the right to transfer, wholly or partly, its rights and duties under the Agreement to a parent company, sister company and/or subsidiary company, or to a third party in the event of a merger or takeover. Knowies will inform the User of this in advance. If the User has concluded the Agreement in the capacity of a consumer, the User will have the right to terminate the Agreement in such case.