



Terms of Use

Document Management System (DMS)

Always a safe idea.

Confidentiality

Customer acknowledges that this Teams contains proprietary and confidential information of the project, and Customer agrees to maintain the confidentiality of this Teams and all information, data or materials contained therein. Customer agrees to not permit or allow any third party to use or access this Teams, which it further agrees to keep confidential and secure. Customer shall not use any proprietary or confidential information contained on the Teams for any purpose other than to conduct Customer's business with this project.

Content

All data, content, information and materials that may be found at and which comprise the Portal, including, but not limited to, customer information, account information as budget, financial project results, user information, images, illustrations, graphics, photographs, audio clips, video clips, text, artwork, software or HTML code (collectively "Content") are protected by privacy, confidentiality, trademark, service mark, copyright and/or other intellectual property rights or licenses held by Hertek Groep, its affiliates or third parties who have licensed such materials and content to Hertek Groep.

Content as Login credentials, VPN tokens , credit and debit card numbers, Personal Information (such as employee HR records, Social Security Numbers), most accounting data, other highly sensitive or valuable proprietary information and PIN codes are strictly forbidden!

Customer responsibilities

Customer is responsible for the on- and offboarding of the Customer Project team members.

This by communicating proactively about resource changes in his team to the Teams-owner. Customer is responsible for controlling the type of Information is corresponding the allowed data mentioned in the article 'Content'.

Customer team content

The project members have taken reasonable efforts to ensure that the Content contained on the Teams is accurate. However, all content is provided "AS IS," and Hertek Groep does not warrant and makes no representation that content provided on the Teams is accurate, appropriate or applicable for use in locations outside the EU.

Hertek Groep respects Customers confidential information stored in the private customer channel.

Without limiting the foregoing, Hertek Groep further disclaims and does not represent or warrant the following:

- Liability or responsibility or damage as to the correctness, completeness, reliability or accuracy in the representation of each and every product, including but not limited to, features and availability, confidentiality and integrity.
- Liability or responsibility for damage, theft, loss, injury or claim of liability of any kind based on or resulting from any information, data, materials or content contained on the Portal or as a result of unauthorized access to, damage to or interception of any data or communications sent to or from, scraped from or stored on the Portal.
- Liability or responsibility to any person, firm or corporation for any loss, damage, injury, claim or liability of any kind or character based on or resulting from any information, data, materials or content contained on the Portal or the accidental release of such information, data, materials or content.

Disclaimer of warranties and exclusions/limitations of liability

<COMPANY NAME> MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS

THAT THE OPERATION OF THE CUSTOMER TEAMS WILL BE UNINTERRUPTED

OR ERROR-FREE, AND THEREFORE, <COMPANY NAME> WILL NOT BE LIABLE FOR THE

CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS. THE CUSTOMER TEAMS

IS FOR INFORMATIONAL PURPOSES ONLY AND THE PROJECT INTENDS TO

PROVIDE ACCURATE AND RELIABLE INFORMATION, HOWEVER ERRORS CAN OCCUR OCCASIONALLY. THEREFORE, THE

INFORMATION, CONTENT AND SERVICES ON THE CUSTOMER TEAMS ARE PROVIDED ON AN "AS IS" BASIS.

<COMPANY NAME> MAY CHANGE, RESTRICT ACCESS TO, SUSPEND OR DISCONTINUE THE

CUSTOMERS TEAM OR ANY PART OF IT AT ANY TIME. WHEN YOU USE THE

CUSTOMER TEAMS AND OR PARTICIPATE THEREIN, YOU UNDERSTAND AND

AGREE THAT YOU PARTICIPATE AT YOUR OWN RISK. <COMPANY NAME> DISCLAIMS ALL

WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER

RELATING TO OR REFERENCED BY THIS CUSTOMER TEAMS, INCLUDING BUT

NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, OR

ACCURACY AND NONINFRINGEMENT.

Trademarks and intellectual property rights

The property of all trademarks, logos and service marks ("Marks") of both parties displayed on the Customer Teams will mutual be respected. You may not use each other's Marks without the prior written consent of the property-owner.

You hereby acknowledge all Hertek Groep owned information as Meeting Notes, Presentations,

Templates, Calculations, Budget sheets, Guidelines, Operating Procedures, Training Materials, Productivity Reports, Newsletter etc., titles and interests, including but not limited to, rights covered by the Intellectual Property Rights, in and to the Customer Teams, and that you will not acquire any right, title, or interest in or to the Customer Teams or any of its content.

Severability of terms

In the event that any provision of these Terms of Use is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms of Use shall remain valid and enforceable according to its terms.

Governing law; jurisdiction; forum

This Agreement shall be governed by and construed in accordance with the substantive laws of the Netherlands, without regard to conflicts of law rules or principles that would dictate a different governing law. Any dispute, controversy or difference which may arise between the parties out of, in relation to or in connection with this Agreement is hereby irrevocably submitted to the exclusive jurisdiction of a Dutch court.

Privacy policy

Use of the Portal is also governed by the Hertek Groep Privacy Policy at <https://www.hertek.nl/hertek-groep/hertek-groep-algemene-voorwaarden> which is incorporated into these Terms of Use by this reference. Our Privacy Policy informs you of the types of information we collect about you when you visit our website and use any of our software or services, including the reason we collect such information and how we safeguard it.

Entire agreement

The Agreement describes and encompasses the entire agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Customer Teams, the information, data, materials or content provided by or through the Customer Teams, and the subject matter of this Agreement.



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