

TimeMoto® General Terms and Conditions

The TimeMoto® service is provided by the private limited company Safescan B.V., with its registered office in Zoetermeer (the Netherlands) at Aluminiumstraat 65 (2718 RB), and which can be reached at telephone number +31 79 363 11 70 or email address info@safescan.com. Safescan is registered in the trade register of the Chamber of Commerce under number 2713.1933. Safescan's VAT number is NL009391241B01.

Safescan places great value on its relationships with its customers. For this reason, Safescan considers it important to explain which terms and conditions apply to the use of TimeMoto®. By using TimeMoto®, you agree to these terms and conditions.

1 Applicability

These terms and conditions apply to agreements that Safescan enters into for the use of TimeMoto®.

2 Right of use and intellectual property

- 2.1 Safescan grants a right of use for TimeMoto® for the duration of the agreement ('license period'). The right of use is not exclusive and not transferable. All intellectual property rights relating to TimeMoto® are held by Safescan or, if applicable, its licensors. You may only use TimeMoto® in and for your own company or organisation, and only for the intended use. You are not entitled to make TimeMoto® available to third parties in any way or to grant third parties access to it. The term 'you' is deemed to mean the natural person or legal entity that enters into the agreement with Safescan for the use of TimeMoto®.
- 2.2 In order to exercise your right of use, you will be given a user name and password. You are responsible for ensuring that they are kept secret. If your account is accessed by entering the user name and password you were given, Safescan will assume that said access took place with your consent. Safescan is entitled to issue an updated version of TimeMoto® (upgrade).
- 2.3 TimeMoto® can also be used on mobile devices. However, Safescan does not guarantee that TimeMoto® is compatible with every mobile device. The TimeMoto® app can be downloaded from the Apple App Store or Google Play Store. These terms and conditions pertain exclusively to the relationship between Safescan and you.

3 Fee

- 3.1 The use of TimeMoto® is subject to a fee, except in the situation described in Article 6.1. The fee that is owed must be paid in full in advance by credit card. If the agreement is renewed, the fee owed by you will be debited from your credit card.
Your right of use will be suspended for as long as the full fee cannot be debited from your credit card. You do not have the right to offset the fee owed to Safescan or to suspend your payment obligations.
- 3.2 Safescan has the right to adjust the amount of the fee. Such an adjustment will come into effect on the first subsequent renewal of the license period. An adjustment to the fee will be announced at least 45 days before it comes into effect.

4 Maintenance

- 4.1 The granting of the right of use for TimeMoto® is a best-effort obligation resting on Safescan. This means that Safescan does not guarantee the continuous availability of TimeMoto®, for example, in the event of a network failure, and does not guarantee that TimeMoto® will function without flaws.
- 4.2 In order to fulfil the best-effort obligation described in the previous paragraph, Safescan will perform maintenance on TimeMoto® from time to time. TimeMoto® may not be available at those times.

5 Liability and indemnification

- 5.1 Safescan is in no way liable, whatever the legal grounds, except in the event of intent or deliberate recklessness on the part of Safescan's managers. Safescan is in no way liable at any time for indirect loss. The term 'indirect loss' is deemed to mean at least: loss of profit, missed savings, reduced goodwill, business interruption, claims by employees or third parties and serious damage to or loss of data.
- 5.2 You indemnify Safescan, its employees and any other auxiliary persons engaged in the execution of the agreement against every claim by third parties in connection with the use of TimeMoto®, including the processing of personal data, inasmuch as said claims are more or different to those to which you are entitled against Safescan.

6 Duration and termination

- 6.1 The initial license period is 30 days ('trial period'). You can use TimeMoto® free of charge during the trial period. The agreement ends with the trial period unless you renew the license beforehand. You are entitled to no more than one trial period.
- 6.2 You can renew your license by opting for any available extension periods.
- 6.3 If no notice of termination is given or is not given in good time and you do not choose a different license period, the license will be automatically renewed for the period you chose last. Your credit card will be debited for the fee owed.
- 6.4 Notice of termination may only be given at the end of the applicable license period and with due observance of at least the applicable notice period. The applicable notice period is 30 days for license periods of one year and seven days for license periods of 30 days.

- 6.5 Safescan has the right at all times to terminate the agreement without being required to observe a period of notice.
The right of use for TimeMoto® expires at the end of the agreement. You are solely responsible
- 6.6 for securing the data before the end of the agreement. Safescan has the right to destroy said data at the end of the agreement. The term 'data' is deemed to mean the data you store in TimeMoto®.

7 Secrecy

- 7.1 The parties are obliged to keep confidential all information that they have acquired from one another and of which they know or should reasonably suspect that said information must be treated as confidential. This applies unless the other party is required to release said information pursuant to laws and/or regulations or a court judgment.

8 Processing of personal data

- 8.1 The terms used in this article have the same meaning as set out in the Dutch Personal Data Protection Act (Wet bescherming persoonsgegevens (WBP)), and, from 25 May 2018, Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation (GDPR)).
- 8.2 Inasmuch as personal data are processed when using TimeMoto® in the sense of the WBP, or from 25 May 2018, the GDPR, parties will deem Safescan to be the processor (from 25 May 2018, the processor). Safescan respects the obligations it has as processor under the GDPR.
- 8.3 You guarantee Safescan that you fulfil your obligations under the WBP and, from 25 May 2018, the GDPR. You indemnify Safescan in connection therewith against third-party claims, including persons to whom the personal data for which you are responsible pertain, and the Dutch Data Protection Authority or a comparable foreign body in any country.
- 8.4 Personal data are only processed by Safescan for the purpose of executing the agreement for the use of TimeMoto®. To this end, Safescan processes personal data about your employees and (possibly) other persons whose project and/or working hours you register in Safescan within the framework of your activities. Safescan processes the following personal data: first and last names, email addresses and time registration data (presence, absence, project times, days off, holidays, absenteeism). These personal data are stored on the basis of the underlying agreement during the period that you use the TimeMoto® service. Safescan will only process these personal data at your request, in accordance with your written instructions and in the manner set out in the agreement, unless an EU or member state law applicable to Safescan obliges Safescan to process the data. In that case, Safescan will notify you of that provision prior to processing the data unless that law prohibits such notification for important public interest reasons.
- 8.5 TimeMoto® is not aimed at processing special personal data. Special personal data are data showing race or ethnic origin, political opinions, religious or philosophical beliefs, or membership of a trade union, as well as genetic data, biometric data intended for the unique identification of a person, data on health, and data regarding a person's sexual behaviour or sexual orientation. You may therefore not use TimeMoto® to store or otherwise process special personal data. You indemnify TimeMoto® for all harmful consequences resulting from the violation of this prohibition, including, but not limited to, fines from the Dutch Data Protection Authority or a comparable foreign authority in any country.

- 8.6 Inasmuch as Safescan's personnel or third parties hired by Safescan obtain knowledge of personal data in connection with the upkeep, maintenance or enhancement of TimeMoto®, Safescan will ensure that such information is kept confidential.
- 8.7 Safescan takes appropriate technical and organisational measures to protect personal data against loss or any form of unlawful processing. These measures, taking into account the state of the art, the implementation costs as well as the nature, the size, the context and the processing objectives, offer an appropriate level of security. The measures are also aimed at preventing the unnecessary collection and further processing of personal data. You have the right at all times to ask Safescan for an up-to-date overview of the organisational and technical security measures that Safescan takes to achieve this appropriate level of security. The security measures referred to in this article include in any case (i) measures for physical access to the hardware, (ii) measures for physical access to the office of Safescan's external IT partner, (iii) measures for access control at the server level, (iv) measures for access control at the data level and (v) measures for copying methods and security.
- 8.8 You hereby give Safescan general written permission to hire third parties ('subprocessor'). We will inform you about planned changes regarding the addition or replacement of subprocesses, whereby you have the opportunity to object. When Safescan hires a subprocessor, Safescan enters into a legally valid processor agreement with this party.
- 8.9 Taking into account the nature of the processing and the information that is available to Safescan, Safescan will assist you in complying with the obligations arising from the rights of persons that the data processed by Safescan relate to as set out in Chapter III GDPR.
- 8.10 Taking into account the nature of the processing and the information that is available to Safescan, Safescan will assist you in complying with the obligations under Articles 32 to 36 GDPR ('Security of processing', 'Notification of a personal breach to the supervisory authority', 'Communication of a personal data breach to the data subject', 'Data protection impact assessment' and 'Prior consultation').
- 8.11 Safescan maintains a record as set out in Article 30 GDPR.
- 8.12 Safescan will, at your first request, immediately make available or destroy free of charge all or part of the personal data that Safescan processes for you, unless storage of the personal data is required by EU or member state law.
- 8.13 If so requested, Safescan will provide you with all information that is reasonably necessary to demonstrate the fulfilment of the obligations laid down in this article. Should you give instructions in this respect that Safescan believes infringe upon the GDPR or other provisions in EU or member state law, Safescan will inform you accordingly. Safescan performs a periodic audit that monitors the way in which Safescan processes personal data. You can request the audit certificate associated with this audit once every calendar year.
- 8.14 Safescan will only process personal data outside the EU if you have given explicit and written permission to do so.
- 8.15 In the event of an infringement, Safescan will inform you without delay and at least within 72 hours of Safescan becoming aware of this infringement. Safescan will provide you with all reasonably necessary information, cooperation and access to enable you to report the breach as quickly as possible to the Dutch Data Protection Authority or parties involved.
- 8.16 Where applicable, you have obligations towards third parties pursuant to the WBP, such as providing information and granting access. Insofar as reasonably and technically possible, Safescan will cooperate with you on the fulfilment of your obligations pursuant to the WBP, or, from 25 May 2018, the GDPR. The costs relating to this cooperation will be borne by you. You indemnify

Safescan against claims by persons whose personal data have been registered or are being processed.

- 8.17 Inasmuch as Safescan processes personal data itself and can be considered responsible in the sense of the WBP, or from 25 May 2018, the GDPR, Safescan will process the data in accordance with its privacy policy, which can be found at www.timemoto.com/privacy. By entering into an agreement to use TimeMoto®, you agree to this privacy policy and grant Safescan permission to use personal data in the manner described therein.

9 Choice of law and forum

The agreement is governed by Dutch law. Unless otherwise stipulated under rules of mandatory law, disputes between you and Safescan may only be submitted to the court in The Hague.

10 Final Provisions

- 10.1 Any oral commitments and agreements are superseded. Additions or amendments to the agreement or these terms and conditions are only valid if they have been agreed in a document that is signed and dated by both parties.
- 10.2 Safescan is authorised to amend or supplement these terms and conditions unilaterally. Safescan will inform you in advance of each amendment or supplement.
- 10.3 Rights and obligations under the agreement are not transferable without the permission of the other party.