

## **Terms and conditions integrations**

The service "Simple-Simon, the Smart Work Order app", also known as Simple-Simon, is offered to you through the internet as Software-as-a-Service by the company Mobile Operating B.V. The use of Simple-Simon is subject to the terms and conditions below. By using Simple-Simon, you agree with these.

The terms and conditions of Simple-Simon are also applicable while using the integrations. The terms and conditions of Simple-Simon can be found below:

<https://app.simple-simon.net/Documentation/Simple-Simon-General-terms-and-conditions.pdf>

In addition to the general terms and conditions of Simple-Simon, the terms and conditions of the integration are applicable as well. By using the integration you agree with these terms and conditions.

### **Terms and conditions integrations**

#### **Article 1. Integration costs**

- 1.1 The yearly cost of using the integration is stated on the page where you install the integration.
- 1.2 The cost is covering the usage of the infrastructure, the licences for the servers and database-servers and keeping the required software up to date.
- 1.3 For a fixed period the usage of the integration is free of charge. Consult the website to determine how long this period is. The start date of free of charge period is the moment the integration is activated for the first time.
- 1.4 After the free period, the maintenance fee will be charged. To keep the administrative costs low, the maintenance costs must be paid annually in advance. These maintenance costs can be adjusted without giving reasons.
- 1.5 If the maintenance costs are not paid on time, the integration will be stopped. It is active again as soon as the maintenance costs have been paid. If payment requests are repeatedly not responded to, the integration can be permanently deactivated by Simple-Simon. If the integration has to be reactivated after a pause due to non-payment of maintenance costs, an additional cost of 85.00Euro will be charged for this.
- 1.6 Paid maintenance costs are never refunded, regardless of how many days the integration has been used in the paid period.
- 1.7 Mobile Operating B.V. can't be held accountable for the potential consequences of stopping the interface. It is your responsibility to make sure the maintenance cost are paid in time.

## **Article 2. Integration structure**

- 2.1 The structure of the integration is based on the most common customer wishes. Mobile Operating B.V. may adjust the functionality of Simple-Simon from time to time. Feedback and suggestions are welcomed, but ultimately Mobile Operating B.V. decides which modifications are applied.
- 2.2 Within the structure of the integration, the customer can adjust a certain amount of settings (parameters) which effect the operation of the integration. Mobile Operating B.V. can't be held accountable for incorrectly setting these parameters, nor can it be held responsible for the consequences caused by incorrectly settings these parameters.

## **Article 3. Processing of data**

- 3.1 While using the integration, you might process personal data. This may be client data, work addresses, or other personal data. Mobile Operating B.V. hereby acts as a processor in the sense of privacy legislation 'Wet bescherming persoonsgegevens'. You safeguard Mobile Operating B.V. against all claims by data subjects under this law.
- 3.2 Mobile Operating B.V. can't be held accountable for the completion of data in the integrated software. The user of Simple-Simon and the integrated software is responsible for providing correct data processing.
- 3.3 Mobile Operating B.V. allows you to synchronize data between Simple-Simon and the integrated software. You determine which information can be synchronized and how the results are processed. Mobile Operating B.V. can't be held accountable for any incorrect registrations made in the integrated software.
- 3.4 Mobile Operating B.V. exchanges data between Simple-Simon and your integrated software, but can't be held accountable for applying the correct the fiscal, legal or any other processing rules. It is your responsibility to make sure the registrations are done according to your local legislation.
- 3.5 Mobile Operating B.V. does not accept any liability concerning the usage of the integration. Not if the service is (temporarily) unavailable, nor for damage caused by incorrect registrations in the integrated software or nor for repairs needed to correct the results of these incorrect registrations. It is your responsibility to ascertain the integration works according to the fiscal and legal boundaries which are set by your own organization and your local government.
- 3.6 Mobile Operating B.V. respects your privacy and is committed to protecting your data. In order to provide the integration service, you expressly consent to us collecting and storing your data. The information is only stored to provide the integration service. You expressly agree to store and use your data to offer the integration service in the manner that Mobile Operating B.V. deems necessary.

#### **Article 4. Licensing requirements of the system with which you are going to integrate**

- 4.1 It is your responsibility that the license model of the system with which you integrate Simple-Simon, allows the integration to take place.
- 4.2 Simple-Simon does not check in any way whether the license of the system with which you integrate allows this commercially. This is expressly your responsibility. The Simple-Simon software assumes that all integration calls that are made fit within the license agreement you have with the system with which the integration is set up.
- 4.3 It is your responsibility to ensure that the integration with Simple-Simon still fits within that agreement, even in the event of changes to the license agreement with the system with which you set up the integration.
- 4.4 Simple-Simon does not accept any liability if the licensing model of the system with which you integrate Simple-Simon does not allow this. This provision applies to all calls that the Simple-Simon software makes to the system with which you set up the integration.

#### **Article 5. Terminate the integration**

- 5.1 If desired, customers can cancel the integration between Simple-Simon and the integrated package at any time, without the mediation of Mobile Operating B.V.. The synchronization between Simple-Simon and the integrated package will stop immediately.
- 5.2 In case of discontinuation of the integration, no prepaid maintenance costs will be refunded.

#### **Article 6. Conditions changes**

- 6.1 Mobile Operating B.V. may change these terms and conditions as well as the prices at any time.
- 6.2 Mobile Operating B.V. will announce the changes or additions at least thirty days before they come into effect via the website so that you can take note of them.
- 6.3 If you do not wish to accept a change or addition, you can stop the integration without stating reasons. Amounts paid in advance are non-refundable. Use of the service after the effective date constitutes acceptance of the amended or supplemented terms and conditions.

## **Article 7. Other stipulations**

- 7.1 Dutch law applies to this agreement.
- 7.2 Insofar as not dictated otherwise by mandatory law, all disputes in connection with Simple-Simon will be submitted to the competent Dutch court for the district in which Mobile Operating B.V. is located.
- 7.3 If a provision in these terms of use requires that a communication must be made "in writing", it is also satisfied if the communication is made by e-mail or communication via the service, provided that it is sufficiently established that the message actually originates from the alleged sender and that the integrity of the message has not been affected.
- 7.4 The version of communication or information as stored by Mobile Operating B.V. will be deemed to be correct unless you provide proof to the contrary.
- 7.5 If a provision in these terms of use proves to be invalid, this will not affect the validity of the entire terms of use. In this case, the parties will determine (a) new provision(s) to replace it, which will give shape to the intention of the original provision as much as legally possible.
- 7.6 Mobile Operating B.V. is entitled to transfer its rights and obligations under the agreement to a third party who takes over Simple-Simon or the relevant business activity from it.
- 7.7 The privacy conditions as stated on the website are part of these terms of use Simple Simon