

User and Privacy terms BusinessITScan®

BusinessITScan® is a product and registered trademark of [IT's Teamwork](#), Chamber of Commerce number 59013508, with its registered offices in 6711 JK Ede, Burgemeester Creutzlaan 2, Netherlands. These Terms of Use, Privacy and General Terms and conditions (hereafter referred to as 'Terms') describe the conditions under which Relations can use the BusinessITScan®. The Privacy policy describes the way how we process your personal data. Unless specified otherwise in these Terms, the General Terms and conditions of IT's Teamwork apply. You indicate your consent to these Terms and conditions when ordering and/or using the Sneak Preview, the complete BusinessITScan® and/or by cooperation with IT's Teamwork.

Terms of use

These Terms apply between the Relation using the BusinessITScan® and IT's Teamwork.

1. **Right of use.** IT's Teamwork hereby grants Relation the non-exclusive, non-transferable, revocable right to use the BusinessITScan® in accordance with the considerations in these Terms. Relation will limit access to the BusinessITScan® to employees of Relation who are involved in the use. IT's Teamwork reserves the right to refuse user rights.
2. **Password use.** The Relation will receive a username and password for the use of the BusinessITScan®. The Relation is responsible for the careful storage and use thereof. A password may only be used by one person; it can be altered in the profile. To avoid unauthorized use of the data, the application will no longer allow data entry after not being used for 20 minutes. In case you suspect or notice unauthorized access, please inform us immediately via servicedesk@itsteamwork.nl.
3. **Rates.** The Relation confirms that it will pay IT's Teamwork the rates as stated on BusinessITScan.com or the rates invoiced for using the BusinessITScan®. Rates are charged to the Relation and are not refundable unless stated otherwise. Rates are exclusive of VAT, unless stated otherwise.
4. **Duration of use ('Subscription').** The Right of Use of the Sneak Preview is valid for one month after the start, and ends automatically. The right to use the complete BusinessITScan® is valid for half a year after the start, and ends automatically. The right of use may end earlier if the Relation does not comply with these Terms.
5. **Duration of Subscription.** A subscription for the complete BusinessITScan® with the Priorities&Action module and/or the Measure-up module ends automatically and can be extended per half a year. The right of use may end earlier if the Relation does not comply with these Terms.
6. **Invoicing of Subscriptions.** Subscriptions will be invoiced on the start of a Subscription. Price changes in subscriptions will be announced within a reasonable timeframe in advance.
7. **Content and consultancy.** IT's Teamwork strives for optimal content and advice with the BusinessITScan®. However IT's Teamwork cannot be held responsible for any potential damage, side effects or other negative effects or possible errors in the software. Further terms of liability can be found in article 10 of the General Terms and Conditions.
8. **Adjustment of services.** IT's Teamwork continuously works on the adjustment and improvement of the BusinessITScan®. Where possible and necessary, IT's Teamwork will inform the Relation if this is relevant to the Relation.
9. **Rights.** The intellectual property, copyright and trademark rights on all materials and content related to the BusinessITScan® remain the property of IT's Teamwork during and after termination of the Duration. It is not permitted to copy content and/or to create or market products that have similarities with (elements of the BusinessITScan®).
10. **Availability and safety.** The BusinessITScan® is web-based and uses a certificate of security. The Relation must have a well-functioning internet connection. The Relation is solely responsible for the choice of the internet provider. This internet provider is responsible for the availability and uptime of the internet services. IT's Teamwork strives for maximum Availability of the BusinessITScan®, however for various reasons the BusinessITScan® may temporarily be unavailable. Unless otherwise stated or legally required, IT's Teamwork is not liable for this. IT's Teamwork puts great effort in securing server, domain and network security, but cannot be held responsible for any damage on the part of Relation or third parties, which may arise despite measures taken. In performing our services and activities, we use third parties such as IT providers, among others, who are themselves responsible for complying with applicable laws & regulations. IT's Teamwork is not responsible or liable for these third parties.

Privacy Statement and Processor Agreement.

1. **Introduction.** We are convinced that the protection of the privacy of the Relations, users and visitors of our websites/services is of great importance for our activities. We therefore attach great importance to protecting the privacy of you, our Relations, users and visitors. We therefore handle the personal data we obtain with care. We process these personal data only in accordance with the GDPR and applicable privacy laws and regulations.
2. **Content.** In this Privacy Statement, we explain what personal data we collect and use, as well as how and for what purposes and on what grounds we do so. It also explains how long we keep personal data, whether we share this data with third parties, your rights, and how we handle changes, questions and complaints.
3. **Personal data.** In the sneak preview BusinessITScan® one person can record personal data. This includes first name, last name, function, role, email address and phone number. In the full BusinessITScan® stakeholders can be invited by this person ("the Coordinator") to enter their opinions and proposals. The reason is that this stimulates understanding and support in an organization. The Coordinator enters from those involved: first name, last name, position, role, email address, organizational unit and location. Further personal data is not collected. If desired, a data subject can call up his/her profile in the BusinessITScan® and make it anonymous. However, this restricts the dialogue in your organization about explanations and suggestions for improvement entered by this stakeholder. Partners of IT's Teamwork can invite their Relations for the sneak preview BusinessITScan® or the full BusinessITScan®, by entering - with the Relation's consent - the personal data. If this permission has not yet been granted, the Partner should enter "relation of" in the "First name" field and "of Partner name" in the "Last name" field. The Relation can change these data later in the BusinessITScan®. A Relation of a Partner becomes Relation of IT's Teamwork when using the BusinessITScan®.
4. **Access to data.** Relation gives permission for IT's Teamwork to have access to the data, for example to assist stakeholders if required. When the Relation has initiated and/or confirmed the BusinessITScan® through a Partner, then the Partner is automatically informed of this. If a Partner of IT's Teamwork has invited its Relation then this Partner can coach this Relation, view Personal Data, and view the results of the BusinessITScan® provided that the Partner set this up when inviting his Relation. The Relation can confirm or modify the permission for this at the "Closing Questions" section in the BusinessITScan®. See also paragraph 6 and paragraph 9. IT's Teamwork may engage Processors and Subprocessors, Relation agrees to this in advance.
5. **Purpose of data collection.** The Personal Data can be used to approach the Relation (or have him contacted) about the BusinessITScan® and/or other services of IT's Teamwork or a Partner of IT's Teamwork. The Personal Data in the full BusinessITScan® are used to invite stakeholders for a role-specific section of the BusinessITScan®, they are listed in the advisory report. Only if they enter explanations and/or suggestions for improvement their names are visible in the advisory report, so that their explanations and/or suggestions for improvement can be further aligned with them. Furthermore, individual answers to closed questions in the advisory report cannot be traced back to a specific person involved. All data entered are used to advise the Relation. Anonymized and not traceable data can be used to analyze trends or have them analyzed, and publish or have them published, and/or to improve the BusinessITScan® during or after the end of the Duration.
6. **Interests or Relation.** In the BusinessITScan®, the Coordinator may, if desired, explicitly record interest in information via email marketing from and/or personal contact with IT's Teamwork or an IT's Teamwork Partner. The Relation's Coordinator may also record whether contact information and/or the results of the Relation's BusinessITScan® may be shared with a Partner.
7. **Ownership of Data.** Entered Personal Data remains the property of Relation. BusinessITScan® answers become property of IT's Teamwork. In the event of a sale or transfer of business, your personal data will be transferred, you will be informed about this and you hereby give your consent.
8. **Data Storage.** The Relation is aware that the entered data will be stored in the Netherlands on the servers of IT's Teamwork and/or subcontractors (processors). IT's Teamwork considers it important that this data (also by processors) is handled as carefully as possible. Data is stored in backup for at least 90 days.
9. **Processing Responsibility.** The Relation, as the Processing Controller, is responsible for the processing of Personal Data within the meaning of the GDPR: the General Data Protection Regulation (EU 2016/679). The Coordinator who enters Personal Data of data subjects at the Relation is the point of contact for this purpose. IT's Teamwork is a Processor within the meaning of the GDPR and undertakes to process Personal Data entered by the Relation properly and carefully. If a Partner of IT's Teamwork invited the Relation and if the Relation gave its consent (see paragraph 4), this Partner is Sub-processor within the meaning of the GDPR. If the Relation and Partner (will) further cooperate, they shall conclude an appropriate agreement between themselves, for which IT's Teamwork bears no responsibility.
10. **Rights under the GDPR.** Requests for access, correction, deletion, restriction, data transfer and/or cessation of data use may be made to privacy@itsteamwork.nl. If Relation elects that the Personal Data or any portion of the Personal Data should be made available to Relation, IT's Teamwork will deliver the Personal Data to Relation in a usable file format. If Relation wishes to receive BusinessITScan® responses for further analysis, IT's Teamwork will cooperate provided that the rights of the Terms of Use are not violated. Relation will pay a reasonable fee to IT's Teamwork for this purpose.

11. Important consideration regarding data destruction. BusinessITScan® offers a Priorities&Actions module and a Measure-up module. These use the data from the first or subsequent Subscription, allowing you to track Priorities&Actions and measure progress.
12. Making Data Available to Partners. Upon completion of the BusinessITScan®, the Coordinator may determine whether IT's Teamwork may make the Personal Data of the Coordinator and BusinessITScan® responses of the Relation available to Partners. IT's Teamwork has agreed on confidentiality with these Partners as stated in Article 12 of the General Terms and Conditions. With Partners who (see paragraph 9) invited Relation, IT's Teamwork has agreed on a Subprocessor Agreement.
13. Breach. In case of a Breach, IT's Teamwork will inform the Relation within 24 hours, after IT's Teamwork has become aware of it. Appropriate measures will be taken as soon as possible.
14. Audit Right. IT's Teamwork shall allow the Relation or an independent registered EDP auditor to conduct an audit, at the Relation's expense, as to whether IT's Teamwork is acting in accordance with the Privacy Terms and Conditions, the GDPR and/or other laws and regulations imposing requirements on the processing of Personal Data. In this regard, IT's Teamwork will provide all cooperation requested by the Relation within a reasonable time. The Relation undertakes to pay IT's Teamwork a reasonable fee to cover IT's Teamwork's costs.
15. Changes to this Privacy Statement. We reserve the right to change this Privacy Statement at any time and for any reason. We therefore recommend that you visit the website regularly to be aware of any changes.
16. Questions and/or Complaints. For all your questions and/or comments and complaints, please contact IT's Teamwork at privacy@itsteamwork.nl.

General Terms and conditions IT's Teamwork

Article 1 Definitions

In these general terms and conditions, the following definitions apply:

<i>Terms:</i>	The presented terms and conditions.
<i>Relation:</i>	Anyone who makes an agreement with IT's Teamwork.
<i>Days:</i>	All calendar days.
<i>Affairs:</i>	All goods or services provided to the Relation by IT's Teamwork pursuant to an agreement.
<i>Complaints:</i>	All complaints from the Relation about the quality and / or quantity of the delivered Affairs
<i>Place of destination:</i>	The place where the goods must be delivered and / or made available according to the agreement.

Article 2 Applicability

2.1 These GTC are applicable to all agreements entered into by IT's Teamwork, including agreements for renting and letting, buying and selling, providing advice, providing software applications and / or providing access to internet applications and at all agreements of any kind resulting from the agreement. These Terms and Conditions also apply to all offers made by IT's Teamwork.

2.2 IT's Teamwork explicitly excludes the general terms and conditions of the Relation.

2.3 This agreement can only be deviated from by means of an agreement signed by both parties. If in such a case one or more provisions of these Terms are deviated from, the other provisions will remain in full force.

Article 3 Establishment and content of agreements

3.1 All offers and quotations are entirely without obligation.

3.2 Agreements or adaptations thereof are made as soon as IT's Teamwork has accepted the order given by the Relation in writing.

3.3 The Relation can not derive any rights from information contained in brochures, images, drawings, etc., and / or on the websites of and / or by IT's Teamwork.

Article 4 Foundation offers and price

4.1 IT's Teamwork bases its offers on the information provided by the Relation. The Relation guarantees the correctness and completeness of the information provided to IT's Teamwork by or on its behalf, on which IT's Teamwork bases its offer and possibly its services.

4.2 The price to be charged to the Relation is based on the prices of materials, transport and other costs, wages, premiums, as well as all other price-determining factors that apply on the date of the offer.

4.3 IT's Teamwork is entitled to index prices in accordance with the Services Price Index, and to pass on price increases in the price-determining factors to the Relation.

Article 5 Payment

5.1 Invoices must be paid within 14 days of the date, unless otherwise stated. Internet orders via web checkout are paid when placing the order. The Relation may never invoke a discount or setoff, unless this has been expressly agreed in writing. In case of course or training, IT's Teamwork can demand the payment in advance. The consequences of a cancellation of participation in a course or training are governed by rules customary at IT's Teamwork.

5.2 In the event of non-payment, late payment or incomplete payment by the Relation within the period set by IT's Teamwork, the Relation will be in default by operation of law and the full outstanding amount will be immediately due and payable. In addition, the Relation will be obliged to pay an interest payment of 2% per month during the period that the Relation is in default, whereby the interest over a part of a month is calculated as a full month. IT's Teamwork also reserves the right to suspend its obligations under the agreement.

5.3 The provisions of the second paragraph of this article shall also apply, on the understanding that the claim of IT's Teamwork shall be immediately due and payable, if:

- the Relation submits a request for suspension of payment, is declared bankrupt, the Debt Reorganization Natural Persons Act is declared applicable to him;
- seizure of the whole, or a part of the property of the Relation is laid;
- the Relation ceases, alienates or otherwise continues its business, or at least a substantial part thereof;
- upon the death of the Relation.

5.4 All costs both in and out of court, including the costs of third parties to be engaged, such as lawyers, that must be reasonably made by IT's Teamwork in order to obtain payment from the Relation shall be fully charged to the Relation with a minimum amount of € 250, -.

5.5 Every payment by the Relation firstly serves to settle any costs, damages and interest that may be due and then to discharge the oldest outstanding claim, even if the Relation states that the payment relates to a later or other invoice.

5.6 In the event of periodic expiring amounts or recurring amounts to be paid by the Relation, IT's Teamwork is entitled, unless expressly agreed otherwise in the agreement, for every period of 3 months from the commencement date of the agreement, on the first day of that period to adjust the applicable prices and rates, provided that IT's Teamwork has informed the Relation of the intended adjustment in writing no later than 30 days before the beginning of the relevant quarter.

5.7 If the Relation does not wish to agree to an increase of the prices and rates stated by IT's Teamwork as referred to in Article 5.6, the Relation is entitled to terminate the agreement in writing within 14 days of the date of the notification referred to in the aforementioned Article. the date stated in the IT's Teamwork notification on which the price or rate increase would take effect.

5.8 If IT's Teamwork provides products and/or services that are not specified in the agreement, these will be invoiced at the then applicable rates of IT's Teamwork.

5.9 For determining the amounts due, the data of IT's Teamwork is decisive, unless it can be demonstrated by the Relation that these data are incorrect.

Article 6 Advice and designs

All advice issued by IT's Teamwork, designs or drawings, descriptions and reports, calculations and the like remain the property of IT's Teamwork, which also retains its copyrights and / or intellectual property rights.

Article 7 Delivery and risk

7.1 The delivery time stated by IT's Teamwork can never be regarded as a deadline unless expressly agreed otherwise in writing.

7.2 If the Relation does not provide its necessary cooperation to fulfill the agreement by IT's Teamwork or because information is not (timely) delivered by the Relation, or another impediment occurs on its part, IT's Teamwork is entitled to, within eight days after the Relation for this purpose IT's Teamwork is in default, to dissolve the agreement without judicial intervention.

7.3 IT's Teamwork is entitled to change or supplement the (technical) characteristics of the goods it has delivered.

Article 8 Guarantee

8.1 With due observance of the restrictions set out above IT's Teamwork is responsible for the proper execution and reliability and the quality of the Affairs it has delivered.

8.2 On goods that are involved by IT's Teamwork from producers or other third parties, the Relation is not given any more guarantees than those provided by those producers or other third parties to IT's Teamwork.

8.3 In case of replacement by IT's Teamwork of Affairs to fulfill its guarantee obligation, the replaced items become the property of IT's Teamwork.

8.4 The Relation is not entitled to suspend its payment obligations towards IT's Teamwork or to regard it as overdue by invoking the non-fulfillment by IT's Teamwork of its guarantee obligations.

8.5 IT's Teamwork is entitled to suspend the fulfillment of its guarantee obligations towards the Relation if the Relation does not (timely) fulfill its payment obligations.

Article 9 Complaints

9.1 Any complaints regarding defects in the execution of the assignment or deliveries must be reported to IT's Teamwork by registered letter immediately, but no later than within seven days of the delivery date, failing which IT's Teamwork shall be deemed to have correctly complied with the agreement. And the Relation is deemed to have received the delivered goods in good condition.

9.2 The right of complaint of the Relation as referred to in the previous paragraph shall lapse if a case delivered by IT's Teamwork has been fully or partially taken into use by or on behalf of the Relation, has been edited or processed or has been passed on to third parties.

9.3 If applicable: complaints on time sheets and invoices must be made known to IT's Teamwork at the latest within seven days after the submission to the Relation.

Article 10 Liability

10.1 Any liability of IT's Teamwork is expressly limited in all cases to a maximum of half of the amount invoiced by IT's Teamwork to the Relation in the context of the agreement.

10.2 IT's Teamwork is in no way liable for the effects of advice or errors in the software used by it, which is used for the benefit of the Relation.

10.3 IT's Teamwork is in no way liable in the event of loss, loss, theft, misuse or damage to the goods delivered to the Relation by IT's Teamwork.

10.4 Any liability of IT's Teamwork for consequential damage is excluded. Consequential damage is understood in this context:

a. profit loss;

b. missed savings;

c. losses;

d. costs incurred to prevent or establish consequential damage;

e. loss, exchange or damage to electronic data and / or damage due to delays in the transport of data traffic;

f. damage other than the direct damage (direct damage means material damage to tangible goods and reasonable costs to prevent or limit direct damage, which may be expected as a result of the event on which the liability is based).

10.5 With the exception of the Article 9.1. certain lapses any right to compensation if not within 3 months on which the damage occurred a legal claim has been instituted for this or on behalf of the Relation.

10.6 IT's Teamwork is not liable for the content of the information provided by the Relation. The Relation indemnifies IT's Teamwork against claims from third parties in this matter.

Article 11 Force Majeure

11.1 None of the parties is obliged to fulfill any obligation if he / she is prevented from doing so as a result of force majeure.

11.2 Without prejudice to the provisions of the first paragraph of this Article, IT's Teamwork is entitled to demand payment from the Relation of what it has done before the situation of force majeure has occurred in execution of the concluded agreement.

11.3 If IT's Teamwork is still unable to perform due to force majeure three months after it has suspended its performance, it shall be entitled to terminate the agreement by giving written notice to the Relation without being obliged to pay any compensation.

Article 12 Confidentiality

Each party is obliged to observe secrecy towards third parties of information of a confidential nature in whatever form that has been obtained from and about the other party. The secrecy obligation described in this Article shall also impose on the parties concerned the employees involved and on third parties engaged by them.

Article 13 Information duty and cooperation

13.1 The Relation is obliged to provide IT's Teamwork with all necessary information and to provide all necessary cooperation that IT's Teamwork needs in respect of the goods to be delivered by IT's Teamwork.

13.2 IT's Teamwork is not obliged to check the correctness and completeness of the data provided by the Relation and is therefore not liable for the consequences of the use of incorrect and / or incomplete information provided by the Relation.

Article 14 Change of invoice address or relocation

If the Relation moves or changes the invoice address of the Relation, the Relation must inform IT teamwork in writing as soon as possible of its new place of residence, place of residence or business address and / or new invoice address.

Article 15 Changes to the User and Privacy Conditions BusinessITScan® and General Terms and Conditions

15.1 IT's Teamwork has the right to change the User and Privacy Terms and General Terms and Conditions ("Terms").

15.2 If IT's Teamwork Conditions change, these will be published on the websites and / or in documents. IT's Teamwork therefore advises you to regularly read the Terms and Conditions.

Article 16 Applicable law

Dutch law applies to all contracts or ensuing agreements of IT's Teamwork with the Relation.

Article 17 Competent court

The court in the district in which IT's Teamwork is registered, is exclusively competent to judge the disputes arising from the agreements between IT's Teamwork and the Relation, unless IT's Teamwork prefers the competent court of the Relation's place of residence to choose. However, if the subdistrict court has jurisdiction to decide on a dispute on the grounds of legal provisions, the dispute must be submitted to the subdistrict court competent under those provisions.