

Article 1. Definitions

- 1.1. Additional Portal Terms: any supplementary set of terms and conditions that apply to the use of a Portal.
- 1.2. Authentication: the process of verifying the identity of a Customer or a User via Means of Authentication.
- 1.3. Authentication Service: the service of providing Authentication as an integrated part of either a Local Portal or Kiwa Connect.
- 1.4. Customer: the party that has concluded an agreement with a Kiwa Entity.
- 1.5. Kiwa Connect: the central Portal provided by Kiwa NV.
- 1.6. Kiwa Entity: any legal entity that is a group company to Kiwa Group within the meaning of article 2:24b of the Dutch Civil Code (including entities in other jurisdictions).
- 1.7. Kiwa Group: the private limited company under Dutch Law ACTA* Holding B.V., registered at the Dutch Chamber of Commerce under number 53105206, publicly known under the (registered) trade name 'Kiwa Group'.
- 1.8. Kiwa NV: the public limited company under Dutch law Kiwa N.V., registered at the Dutch Chamber of Commerce with number 27039108, and any successors thereto.
- 1.9. Local Kiwa Entity: a Kiwa Entity other than Kiwa NV.
- 1.10. Local Portal: any Portal provided by a Local Kiwa Entity.
- 1.11. Local Portal Terms: any terms stipulated by the Local Kiwa Entity applicable to the use of a Local Portal.
- 1.12. Local Terms and Conditions: the terms and conditions that apply to services provided by the Kiwa Entity for the Customer (if multiple terms have been agreed, the most recent thereof).
- 1.13. Means of Authentication: the (combination of) data and/or resources that allow Customer or Users to authenticate themselves to Portal Provider, such as the combination of username/password or (PIN) codes whether or not unique or generated by devices.
- 1.14. Portal: any electronic online facility made available via the internet or otherwise to Customer by a Kiwa Entity.
- 1.15. Portal Agreement: the agreement between a Kiwa Entity and Customer regarding the access and use of a Portal, to which these Portal Terms apply and form an integral part thereof.
- 1.16. Portal Provider: the Local Kiwa Entity for each Local Portal and Kiwa NV for Kiwa Connect.
- 1.17. Portal Service: the service of keeping the Portal available for Customer via the internet or otherwise and processing the relevant data.
- 1.18. Portal Terms: these terms and conditions, as amended from time to time.
- 1.19. Services: Authentication Services and Portal Services.
- 1.20. User: the natural persons employed by or otherwise working for Customer.
- 1.21. User Account: a digital representation of a single User in a Portal.

Article 2. Applicability and other terms

- 2.1.** These Portal Terms apply to the usage of both Kiwa Connect and Local Portals, taking into account the following:
- a.) In case of a Local Portal:
 - i.) if Local Portal Terms are applicable, these Portal Terms only apply to the Authentication Service;
 - ii.) if no Local Portal Terms are applicable, these Portal Terms apply in full.
 - b.) In case of Kiwa Connect, these Portal Terms apply in full regarding any use of this Portal.
- 2.2.** If one or more provisions of the Portal Agreement (including these Portal Terms) are found to be legally invalid or declared void, the remaining provisions remain in full force. In such case, the parties will consult in order to agree on new provisions to replace the invalid provisions, whereby the purpose and intent of the invalid provisions will be observed as far as possible.
- 2.3.** In the event of a conflict between any documents regarding the Portals, the following ranking order shall apply:
- a.) Portal Agreement;
 - b.) Additional Portal Terms;
 - c.) Portal Terms (in case of Local Portal Terms only regarding Authentication);
 - d.) Local Portal Terms (if any); and
 - e.) Terms and Conditions (if any).

Article 3. Performance (general)

- 3.1.** The Portal Provider shall make every reasonable effort to perform the Services and to fulfil its (other) obligations.
- 3.2.** However, the Portal Provider cannot guarantee that the Services will function without restrictions, interruptions, defects or malfunctions at all times.
- 3.3.** The Portal Provider reserves the right to make changes and/or improvements to the Services as well as in the procedures that the Portal Provider deems useful or necessary, without this giving rise to any obligation compensation or damages by the Portal Provider to Customer.
- 3.4.** All (delivery) periods stated by Portal Provider are approximate dates and are based on the information and circumstances that were known to Portal Provider when the Agreement was entered into. Stated (delivery) periods shall never be regarded as a deadline, unless expressly agreed otherwise in the Agreement. Therefore, failure to meet a (delivery) period does not result in the immediate default of Portal Provider.
- 3.5.** If and to the extent required for the proper execution of the Services, Portal Provider is entitled to have certain work performed by third parties (without prejudice to the responsibility of Portal Provider for these third parties in this context).

Article 4. Responsibilities of Customer (general)

- 4.1.** Customer guarantees that it will only use the Services in accordance with the documentation and instructions of Portal Provider.
- 4.2.** Customer shall ensure that each of its Users shall abide by the terms and conditions and fulfill all the obligations stemming from the Portal Agreement.
- 4.3.** Customer cannot transfer the rights and obligations under the Portal Agreement to a third party, or use the Services to the benefit of or make (the results of) the Services available to any third party (except its own Users), except after having obtained the prior consent of the Portal Provider in writing. Portal Provider may attach conditions to this permission.
- 4.4.** The service descriptions might contain minimum requirements for the equipment used by Customer in order to be able to use the Services. Failure to meet these requirements can result in the inability for Portal Provider to perform (partly or in full).

Article 5. Authentication

- 5.1.** Portal Provider shall provide Customer with an initial User Account and accompanying Means of Authentication in order to be able to use the Portal.
- 5.2.** The initial User Account created is deemed to represent the Customer, unless otherwise agreed upon. It is Customer's own responsibility to:
 - a.) create additional User Accounts;
 - b.) set the appropriate privileges / access levels per User Account;
 - c.) to disperse the User Accounts to Users;
 - d.) to keep the User Accounts updated at all time;
 - e.) to remove or disable any User Accounts referring to Users that are no longer affiliated to Customer.
- 5.3.** Customer shall keep all Means of Authentication confidential.
- 5.4.** Portal Provider is entitled to assume that if the Authentication of a Customer or User is successful, that such person is (or represents) in fact the respective Customer or User and that it has the privileges / access levels as set in Portal Provider's administration.
- 5.5.** Customer is at all times fully responsible and liable for any use of the Users Accounts and Means of Authentication supplied/allocated to, or generated by Customer. Customer shall exclusively use the Means of Authentication for the purpose for which it was provided.
- 5.6.** As soon as Customer knows or has reason to suspect that the Means of Authentication have fallen into unauthorized hands or are otherwise misused, Customer shall immediately notify Portal Provider thereof, without prejudice to Customer's own obligations to take immediate effective measures itself.
- 5.7.** Portal Provider reserves the right to suspend its services vis-à-vis Customer (wholly or partially) in the case of (suspected) unauthorized use or the leaking of the Means of Authentication.
- 5.8.** Customer shall bear all costs which may result from unauthorized use and/or misuse and is liable for any damage that Portal Provider and/or its suppliers may suffer as a result.
- 5.9.** In case of a Local Portal, the Authentication is done by Kiwa NV on behalf of the Local Kiwa Entity. Clause 10 is applicable to the processing of (personal) data as a consequence thereof.

Article 6. Basic Portal

- 6.1.** The Portal is provided as 'as is', 'where is' and just a 'nice to have' without any warranties or guarantees.
- 6.2.** No rights can be derived from any information provided via a Portal. Any information provided via a Portal is not a replacement for official documentation.
- 6.3.** Customer can only communicate with (and submit information to) a Kiwa Entity via the Portal if the Portal expressly allows to Customer to do so. Any information submitted by Customer via a Portal is not deemed to have been received until receipt has been confirmed in writing by Portal Provider. The moment of confirmation is deemed to be the moment of receipt. Portal Provider is allowed to provide such confirmation via electronic means (e.g. via the Portal).
- 6.4.** No contracts can be concluded via the Portal. The Portal is no replacement for the ways of communication as agreed upon in the Local Terms and Conditions.
- 6.5.** If Local Portal Terms exist the use of Locals Portals is governed by those terms instead of this clause 6.

Article 7. Additional Portal Services

- 7.1.** The Portal Provider can provide additional services via a Portal. If such additional services are provided, Additional Portal Terms are applicable. The Additional Portal Terms may deviate from clause 6.
- 7.2.** Additional services are only available after Customer's acceptance of the Additional Portal Terms. The applicable Additional Portal Terms can be made available via the Portal. It is Customer's responsibility to (i) ensure that acceptance is done by an authorized User that is eligible to represent Customer, (ii) to take notice of these Additional Portal Terms and (iii) to abide by these Additional Portal Terms.
- 7.3.** The administration of Portal Provider concerning the acceptance by Customer of Additional Portal Terms is binding.

Article 8. Fees and payment

- 8.1.** Unless otherwise stipulated in the Portal Agreement, the Portal is provided free of charge.
- 8.2.** Any payment is governed by Local Terms and Conditions.

Article 9. Duration, termination and consequences of termination

- 9.1.** The Portal Agreement takes effect on the date the Portal is first used and has an indefinite term.
- 9.2.** Portal Provider has the right to immediately and without warning suspend Customer's use of the Portal in case of (suspected) violation of the Portal Agreement or these Portal Terms.
- 9.3.** Both parties can terminate the agreement taking into account a notice period of at least three (3) months.
- 9.4.** Without prejudice to the other options under the applicable law, both parties will be entitled to terminate this agreement with immediate effect:
- a.) if the other party applies for or is granted a moratorium, petitions for its own insolvency or is declared insolvent, ceases or winds up its business, whether voluntarily or otherwise, if a substantial part of the other party's assets is attached under a warrant of execution, or if the other party is otherwise deemed unable to fulfil its obligations under the Portal Agreement or these Portal Terms;
 - b.) if the other party, after receiving proper written notice of default specifying a reasonable period in which to remedy the failure, still fails to fulfil its obligations under the Portal Agreement or these Portal Terms.

Article 10. Data Processing

- 10.1.** In case of Kiwa Connect, Kiwa NV is the controller for both the Authentication Service as well as (the rest of) the Portal Service. Kiwa NV processes the personal data for the purposes as laid down in the privacy statement that can be found via a hyperlink in Kiwa Connect.
- 10.2.** In case of a Local Portal:
- a.) Kiwa NV is the controller for all (personal) data processed with regard to the Authentication Service; and
 - b.) the Local Kiwa Entity is the controller for all (personal) data processed with regard to all other aspects of the Portal Service.
- 10.3.** The Authentication Service is provided as a centralized technical facility to authenticate Customers that have a relationship with any Kiwa Entity. This centralized technical facility is managed by Kiwa NV. As it is solely Kiwa NV that determines the means of this centralized facility, and as the Local Kiwa Entity solely determines means and purposes of processing for the Local Portal, Kiwa NV is the (sole) controller for the Authentication Service. There is no joint controllership within the meaning of article 26 GDPR, nor a controller-processor relationship within the meaning of article 28 GDPR. Kiwa NV is authorized to process any (personal) data of Customer to the extent necessary for the Authentication, including transferring data to the Local Kiwa Entity (e.g. sending a signal of successful identification). Kiwa NV processes the personal data for the purposes as laid down in the privacy statement that can be found via that can be found via a hyperlink in Kiwa Connect.

Article 11. Modification of Portal Terms

- 11.1.** Portal Provider reserves the right to amend or supplement the Portal Terms. Portal Provider shall inform Customer at least one month before the amendment or supplement comes into force.
- 11.2.** Customer has the right to terminate the Portal Agreement per date the new Portal Terms come into force. If Customer continues to use the Portal after this date, Customer is deemed to have accepted the new Portal Terms.

Article 12. Miscellaneous

- 12.1.** The Portal Agreement and these Portal Terms constitutes the entire agreement between the parties. Additions or changes to these documents shall only be binding on the parties if they have been agreed upon in writing.
- 12.2.** Any topics not addressed in these Portal Terms are governed by the Local Portal Terms and the Local Terms and Conditions (in that order of precedence). This includes, but is not limited to, confidentiality, intellectual property, liability, applicable law and dispute resolution.

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