Terms of Use Fit4DW Platform

Fit4DW Platform is offered to you via internet by way of Software-as-a-Service by the private limited liability company Fit4DW B.V. registered in the trade register of the Dutch Chamber of Commerce under number 96588853 (hereinafter referred to as "**Fit4DW**").

These terms of use (hereinafter referred to as "**Terms of Use**"), apply to any use of the platform of Fit4DW (hereinafter referred to as the "**Fit4DW Platform**").

In order to use the Fit4DW Platform, you must first agree to these Terms of Use. You agree to these Terms of Use by logging in to the Fit4DW Platform or by otherwise using it. Fit4DW advises anyone who uses the Fit4DW Platform or any of the services included therein to read these Terms of Use in advance. Fit4DW may change these Terms of Use from time to time. The most recent version of the Terms of Use will always apply. We therefore recommend that you read them regularly.

Article 1. Description and use of Fit4DW Platform

1.1 The Fit4DW Platform is an online platform that provides insight into information about materials that come into contact with drinking water in their application, as further described on Fit4DW's website.

1.2 Fit4DW will continuously develop the Fit4DW Platform. This may result in new functionalities being added to the Fit4DW Platform or functionalities being changed or dropped. Fit4DW is entitled to do so without being liable for any compensation. A complete and current overview of the functionalities of the Fit4DW Platform will always be published on the website of Fit4DW.

Article 2. Provision of and access to Fit4DW Platform

2.1 Anyone can create an account for the Fit4DW Platform. After registering an account with the Fit4DW Platform and accepting these Terms of Use, the standard user version of Fit4DW Platform can be used.

2.2 Obtaining rights in the Fit4DW Platform requires a written agreement with Fit4DW (hereinafter referred to as "**Agreement**"). The natural and/or legal person who has entered into the Agreement with Fit4DW is hereinafter referred to as "**Registered User**" and is responsible for the use of the Fit4DW Platform under the Agreement. Fit4DW is entitled to make changes to your rights in the Fit4DW Platform.

2.3 Fit4DW hereby grants you the right to use Fit4DW Platform, subject to full compliance with (i) these Terms of Use, in the case of a Registered User: (ii) the Agreement, and (iii) other instructions communicated by Fit4DW from time to time applicable to both Registered Users and/or users of the standard version of the Fit4DW Platform.

2.4 Access to the Fit4DW Platform is obtained by entering the correct authorisation details (such as, for example, a combination of username and password). You are responsible for the correct use of the authorisation data. Thus, the data are strictly personal and may not be shared with others. Fit4DW may assume that any person who registers an account with Fit4DW Platform is authorised to do so, and that the person who logs in is authorised to use Fit4DW Platform with the correct means of authentication. Fit4DW is not responsible for any damages resulting from unauthorised use of Fit4DW Platform and/or your authentication means, with or without your knowledge. As soon as you know or have reason to suspect that authentication means have fallen into the hands of unauthorised persons, you will notify Fit4DW, without prejudice to your own obligation to immediately take effective measures yourself by, for example, changing your password.

2.5 Registered Users may upload and download, inter alia, reports and certificates (hereinafter referred to as "**Documentation**") on the Fit4DW Platform subject to these Terms of Use, the provisions of the Agreement and any instructions communicated by Fit4DW. In addition to the provisions of these Terms of Use and the Agreement, additional terms and conditions may apply to the use of Documentation. You will be informed of these if you wish to download the relevant Documentation.

2.6 Fit4DW does not warrant the accuracy of the information and Documentation on the Fit4DW Platform and, except where expressly stated, makes no express or implied warranty or representation as to its accuracy or completeness and its application.

2.7 Information and Documentation may be used by Registered User for internal quality purposes, such as the development, assessment and certification of products. Such use is entirely at your/their own expense and risk.

Article 3. Dependencies and responsibilities

3.1 Fit4DW is dependent for the provision and operation of the Fit4DW Platform on various factors over which it has no decisive influence.

A. The uninterrupted operation of the Fit4DW Platform depends on external (physical) factors, such as internal and external networks and third parties such as (suppliers of) Fit4DW. For example, Fit4DW is dependent on the proper functioning of its hosting party. Given these dependencies, Fit4DW cannot guarantee that the Fit4DW Platform will always be available and operate without interruption, and will not contain any errors or defects;

B. The availability of the Fit4DW Platform depends on the proper functioning of your internet connection and equipment. You are responsible for this yourself;

C. With reference to the provisions of Article 2 of these Terms of Use, Fit4DW is entirely dependent on the uploads of Registered Users for the information and Documentation in the Fit4DW Platform. Fit4DW is not responsible for the accuracy and correctness of the information and Documentation provided to the Fit4DW Platform and subsequently displayed in the Fit4DW Platform. Fit4DW also has no influence over, and is not responsible for, the consequences attached by third parties, such as certifying authorities, to data entered or processed in the Fit4DW Platform.

3.2 As explained above, Fit4DW cannot guarantee that the Fit4DW Platform will at all times be (fully) available and functions without interruption. However, Fit4DW makes every effort to achieve the greatest possible availability of the Fit4DW Platform. Fit4DW will never be liable for any compensation as a result of any unavailability, failure or faulty processing.

Article 4. Compensation and payments

4.1 Use of the standard version of the Fit4DW Platform with limited functionality is free of charge. Registered Users owe a fee for the use of the Fit4DW Platform in accordance with the provisions of the Agreement.

Article 5. Processing and use of (personal) data

5.1 In the Fit4DW Platform, your data will be processed. The nature of the data processed in the Fit4DW Platform depends on the role and rights granted to you by Fit4DW. This may include business, technical or personal data.

A. To the extent that the data entered or processed in the Fit4DW Platform is personal data, Fit4DW processes it in accordance with the privacy statement that can be found on Fit4DW's website.

B. With respect to the business and technical data entered or processed in the Fit4DW Platform, Fit4DW is entitled to use such data - and to the extent such data contains personal data: in an anonymised form - for the purposes of analysis and benchmarking, whether or not as part of the service it provides with the Fit4DW Platform, as well as for research or other business purposes of Fit4DW. To the extent you can derive any (ownership) rights from the aforementioned data, by agreeing to these Terms of Use you grant Fit4DW a free, perpetual and non-revocable license to use the data for the aforementioned purposes. Furthermore, this license is essential for the operation of the Fit4DW Platform and the broader analyses performed with it. The results of those analyses may also be made available to you again for certain purposes.

5.2 Data in the Fit4DW Platform is stored in a secure hosting environment and can only be accessed by Registered Users of the Fit4DW Platform. Fit4DW takes appropriate technical and organisational measures to protect the information in the Fit4DW Platform against unauthorised access, disclosure, loss of data or other unauthorised processing. For example, Fit4DW uses secure connections that shield the connection between you and the Fit4DW Platform.

Article 6. Maintenance and support

6.1 Fit4DW reserves the right to take the Fit4DW Platform and/or the underlying server(s) temporarily out of service for the purposes of maintenance, modification, improvement or repair of any defects. In doing so, Fit4DW will endeavour to resolve any faults. Fit4DW will take such a shutdown outside regular office hours (09:00 - 18:00, Amsterdam timezone) as much as possible. Fit4DW will never be liable for any compensation as a result of such taking out of service.

6.2 Planned maintenance will, if possible, be communicated in advance via the Fit4DW Platform. In case of unplanned, necessary maintenance to the Fit4DW Platform (such as urgent maintenance due to critical issues), such maintenance will be carried out as soon as possible, but possibly without prior notice.

6.3 Maintenance may lead to an adaptation, extension or limitation in functionalities of the Fit4DW Platform. Such adjustments will also not entitle you to any compensation.

6.4 Fit4DW provides a helpdesk for support when using the Fit4DW Platform. Use of the helpdesk is free of charge. Fit4DW makes every effort to answer all questions in the best and most timely manner possible. The option to contact the helpdesk can be found in the Fit4DW Platform.

Article 7. Intellectual property

7.1 All intellectual property rights relating to the Fit4DW Platform, at all times belong entirely to Fit4DW and/or its licensors. Subject to compliance with these Terms of Use, in the case of a Registered User: the Agreement, and other instructions communicated by Fit4DW from time to time applicable to both Registered Users and/or users of the standard version of the Fit4DW Platform, users of the Fit4DW Platform only obtain a non-exclusive and non-transferable right to use the Fit4DW Platform and the information and Documentation contained therein.

7.2 Registered Users who upload information and Documentation in the Fit4DW Platform thereby grant to Fit4DW a free, perpetual and non-revocable license to publish them in the Fit4DW Platform including the right to make such information and Documentation available to Registered Users of the Fit4DW Platform. Registered Users are entitled to download and use information and Documentation, subject to the provisions of these Terms of Use in the case of a Registered User: the Agreement, and other instructions communicated by Fit4DW from time to time applicable to both

Registered Users and/or users of the standard version of the Fit4DW Platform.

7.3 User acknowledges that Fit4DW has substantially invested in obtaining and displaying the data (sets) consisting of the (presentation of the) Documentation as part of the service of the Fit4DW Platform. The database rights to the data(sets) generated by Fit4DW rest exclusively with Fit4DW.

7.4 In the event that a third party should claim that the Fit4DW Platform or parts thereof infringe their intellectual property rights, Fit4DW's liability in respect of such claims (if proven) is limited to the provisions of these Terms of Use and the Agreement and Fit4DW is entitled - in its sole discretion and as its sole remedy - to (a) modify the Fit4DW Platform so that third party rights are no longer infringed, (b) provide other software with similar functionality that does not infringe third party rights, (c) at its expense acquire a license from relevant third party to eliminate the infringement, (d) or provide any other reasonable remedy.

Article 8. Limitation of liability and indemnity

8.1 Subject to the provisions of2.4 4 and 6 of these Terms of Use, Fit4DW shall in no event be liable for any damages, direct or indirect, arising out of the use or inability to use the Fit4DW Platform and the information and Documentation made available thereon, including damages resulting from interruptions, errors, defects, delays in operation, loss or corruption of data or the reliance placed by third parties on the accuracy, completeness or availability of data obtained through the Fit4DW Platform.

8.2 If Fit4DW is nevertheless liable to you for damages arising from the use, or the impossibility thereof, of the Fit4DW Platform or related to the data processed in the Fit4DW Platform, such damages will be limited to direct damages and always up to the amount covered by the professional liability insurance of Fit4DW in the case in question. If, for whatever reason, no payment is made under the professional liability insurance, any liability of Fit4DW is limited to an amount of €1,000 per claim with a maximum of €5,000 per year.

8.3 Under no circumstances will direct damages include: loss of business, loss of production, loss of turnover and/or profit and depreciation of products.

8.4 If you are a Registered User, you indemnify Fit4DW against all claims and demands for damages by third parties in respect of information and Documentation uploaded by you or on your behalf onto the Fit4DW Platform and the use thereof by Fit4DW and other Registered Users. You also agree to fully indemnify Fit4DW for all damages, costs (including reasonable legal fees), penalties and other expenses incurred or suffered by Fit4DW as a result of such claims.

8.5 The limitation of liability described in this article lapses if and insofar as the damage is the result of intent or deliberate recklessness on the part of Fit4DW.

8.6 Insofar as it does not already follow from the applicable law, Fit4DW is not liable for any damage, nor is it obliged to fulfil any obligation, if the damage or non-fulfilment is the result of force majeure. In this light, force majeure includes, inter alia: power failure, failure of internet and/or other telecommunication connections, failures in the electricity supply and/or communication networks, computer viruses, a pandemic (such as Covid19), a failure, attributable or otherwise, of third parties engaged by Fit4DW, as well as any other circumstances beyond the control of Fit4DW.

Article 9. Suspension, termination and consequences of termination

9.1 If you use the standard version of Fit4DW, you can terminate your account at any time. You do this by sending an e-mail to Fit4DW's helpdesk saying that you want to cancel your account. More information on account termination can be found in the Fit4DW Platform manual as published in Fit4DW.

9.2 Termination of the Agreement by a Registered User is subject to the provisions of or pursuant to the Agreement.

9.3 If you fail to comply with these Terms of Use, other instructions communicated by Fit4DW from time to time and/or in case of a Registered User: the Agreement, your use of the Fit4DW Platform may be suspended or terminated (temporarily) by Fit4DW with immediate effect or your data may be blocked from the Fit4DW Platform.

9.4 A suspension or termination of your account, on any grounds whatsoever, will result in your loss of access to the Fit4DW Platform and the information and Documentation contained therein.

Article 10. Governing law, choice of forum and transfer of rights

10.1 These Terms of Use shall be governed by and construed in accordance with Dutch law. The Vienna Sales Convention is expressly not applicable. Unless otherwise provided in the Agreement, any disputes will be exclusively settled by the competent Dutch court.

10.2 Fit4DW is entitled to transfer its rights and obligations under these Terms of Use to a third party. Because such a transfer will not change the actual use that you can make of the Fit4DW Platform, you agree to this in advance and you will provide all possible cooperation to Fit4DW in this regard.

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