

## General Terms and Conditions for the Anne User Agreement

### Article 1 General | Applicability

- 1.1 The software/software licence and the associated documentation of Anne4Care (hereinafter: "Anne") will be made available to the User by Anne4Care.
- 1.2 The User Agreement (hereinafter: the "agreement") applies to the use of Anne, and also to all upgrades and other developments to Anne which have been supplied and any products/equipment supplied in combination with Anne.

### Article 2 "Anne" Software

- 2.1 Anne4Care shall grant the User a non-exclusive, revocable and non-transferable right of use for the use of Anne.
- 2.2 The User shall cooperate with the installation of his user profile. Anne4Care shall explain the use and operation of Anne. The User shall comply with these instructions.
- 2.3 It is not permitted to copy or modify Anne or create derivative works from Anne in any way whatsoever. It is also not permitted to transfer Anne to a third party, nor to give the right to use and nor to license or sublicense Anne. This also applies to the tablet supplied to the User.
- 2.4 All information (personal data, photos, messages etc.) that is exchanged via Anne will be deleted by Anne4Care within a month after the termination of the agreement.

### Article 3 Equipment (as far as this has been agreed)

- 3.1 Anne4Care shall provide the User with the equipment as far as this has been described in the User Agreement.
- 3.2 The User shall declare that he has received the equipment in good condition and without any visible damage. Any damage and/or special circumstances will be listed in the User Agreement.
- 3.3 Fees will be payable for the provision of the equipment as described in the User Agreement. Costs of use, maintenance and repair of the equipment will be payable by the User in so far as this has been caused by or ensues from the use of the equipment by the User. The nature and scope of the costs and/or the method of financial settlement are included in the User Agreement.
- 3.4 The equipment is and will remain the property of Anne4Care, unless otherwise agreed.
- 3.5 The User is responsible for keeping the equipment in good condition and operational. He shall take the necessary precautions to prevent theft, loss of or damage to the equipment.
- 3.6 The equipment is solely intended for the personal use of Anne and may not be used for purposes other than the use of Anne.

### Article 4 Duration and termination

- 4.1 The agreement will be in force until the date that the User no longer makes use of Anne (and/or other services of Anne4Care).
- 4.2 The agreement will be entered into for a period starting with the transfer and/or the actual putting into use and will in any case end on the expiry date laid down in the user agreement.
- 4.3 After the validity of the licence has lapsed, the User must terminate the use of Anne. If the terms of this agreement are violated, Anne4Care may terminate the right of use of Anne with immediate effect. In such a case, the User shall return the equipment to Anne4Care immediately on request.
- 4.4 At the end of the service life, the User may make a request to remain using Anne. Any terms relating to extended use will then be agreed in writing.

### Article 5 Support

- 5.1 Anne4Care is responsible for the smooth functioning of Anne. Should disruptions occur which mean that Anne no longer functions as described in the documentation, the User must contact Anne4Care about this as quickly as possible.
- 5.2 Anne4Care's customer service is available during office hours, from Monday to Thursday between 10:00 and 16:00, telephone number +31(0)575-787424 or at email address [info@anne4care.nl](mailto:info@anne4care.nl)
- 5.3 The User is obliged to report breakdowns, faults or damage to the equipment to the customer service at Anne4Care immediately.
- 5.4 Anne4Care shall investigate the cause of the disruption within three working days after receipt of the notification.
- 5.5 In the case of equipment breakdowns, Anne4Care may decide to replace the equipment in order to resolve the disruption.
- 5.6 In the case of breakdowns or the risk of these, caused by the wrongful use of Anne by the User, or if a breakdown is caused by a connection to other software than that installed by Anne4Care, the repair costs will be payable by and at the risk of the User. Anne4Care will also not be liable for any consequences of changes made to settings by or on behalf of the User.
- 5.7 If the disruption is caused by the software, a software update will be implemented, depending on the nature and seriousness of the disruption. The software solution will be processed in an update or upgrade and automatically installed on the equipment of all users who use the same product and the same software version.

### Article 6 Theft or loss

- 6.1 In the event of theft or loss of the Tablet, the User shall contact Anne4Care immediately, report it to the police as quickly as possible and give a copy of the police report to Anne4Care and the insurer of the User.

### Article 7 Insurance and liability

- 7.1 If the User has a complaint about Anne which Anne4Care considers to be well founded, Anne4Care shall make a maximum effort to limit the consequences, in particular by repairing the specified defect in Anne or other services or to replace it (without any extra charges), all of which will be at the discretion of Anne4Care.
- 7.2 The User may only make a claim to a provision as referred to in article 7.1 if he has given Anne4Care notice of default in writing no later than four weeks after the occurrence of the damage and Anne4Care has failed to perform or has not remedied the default or unlawful situation within the stipulated period. Every claim against Anne4Care will lapse by the mere expiry of a period of twelve months after the occurrence of the damage-causing event.
- 7.3 The liability of Anne4Care will only relate to financial loss within the meaning of Book 6, Section 96(1) of the Dutch Civil Code and will be limited to the amount that will be paid out by the liability insurer of Anne4Care, or - if there is no compensation or cover - limited to a maximum of € 1,000.00 per event. Liability for other loss such as indirect damage, immaterial damage, and consequential loss is excluded. Anne4Care also excludes its liability for the destruction or loss of data or documents.
- 7.4 Anne4Care's limitation of liability does not apply if the damage is caused by the wilful misconduct or gross negligence of Anne4Care.
- 7.5 In the event of force majeure, Anne4Care will never be obliged to compensate for damage. Force majeure is held to mean Internet breakdowns, power failures, strikes, stagnations in delivery, fire or other events beyond the control of Anne4Care, which means that it is not in a position to deliver. In the event of force majeure, the obligations of the parties will be suspended until the force majeure situation has been lifted. Both parties are obliged to use their best endeavours to limit the consequences of the force majeure. Termination in the event of force majeure is permitted after the force majeure situation has lasted for two weeks.
- 7.6 The provisions in this article, also regarding the other limitations and exclusions of liability mentioned in these general terms and conditions, also apply in favour of all persons or legal persons which Anne4Care employs in the performance of the agreement and with respect to all businesses affiliated to Anne4Care.
- 7.7 Anne4Care is not liable in any way for damage that is the consequence of, or is connected to the wrongful and/or unlawful or careless use of Anne by the User, for whatever reason, regardless of the basis of liability put forward.



- 7.8 Anne4Care may hold the User liable for damage to the equipment supplied which has occurred through careless use or failure to fulfil the provisions in this agreement.
- 7.9 The User is responsible for the adequate insurance of the equipment against damage, loss and theft (for example, in a household contents insurance).
- 7.10 In the case of breakdowns, or the risk of these, caused by the use of the equipment or by a connection to other software than that installed by Anne4Care, this will be payable by and at the risk of the User. In addition, Anne4Care will not be liable for any consequences of changes made to the settings by or on behalf of the User.
- 7.11 If the equipment gets mislaid without an obvious cause, then the replacement value of the equipment will be payable by the User.

#### **Article 8 Internet, software and settings**

- 8.1 The equipment is supplied with the necessary software and basic settings. Standard operating systems are used in combination with software developed by Anne4Care.
- 8.2 Updates, in so far as they are not new applications, will be installed online automatically.
- 8.3 New functionality upgrades that fall within the agreed period of service will be installed online automatically.
- 8.4 The User must take care of an Internet connection and indemnifies Anne4Care against any consequences of breakdowns or failure of the Internet connection.

#### **Article 9 Guarantee**

- 9.1 Anne will be supplied on an "as is" basis and will therefore be delivered without a guarantee. The User shall use Anne at his own risk. Anne is mainly intended to optimize communication between the User and his/her carer or carers/informal carer or carers. Anne is not intended to replace personal contact.
- 9.2 The User shall be personally responsible for the correct use of Anne and for the proper entering of and dealing with personal data such as the diary, medication and contacts. Anne4Care does not, for example, guarantee that the functions contained in Anne will always meet the requirements of the User, that it will be possible to work with Anne without interruption or errors or that any faults in Anne will or can be corrected.
- 9.3 Anne4Care commits itself to the best possible functioning of 'Anne' and the equipment, but cannot offer any guarantees for this.
- 9.4 Anne4Care shall bear responsibility within the limits of article 7 for production faults or defects in the software installed in the equipment by Anne4Care and shall try to remedy the reported imperfections as quickly as possible and - if possible and desirable - supply the User with replacement equipment, in which case the same conditions will apply to this replacement equipment as described in the User Agreement and these general terms and conditions.

#### **Article 10 Privacy**

- 10.1 Anne4Care shall do everything possible to protect the personal data of the User in accordance with the requirements of applicable privacy legislation, in any case including the General Data Protection Regulation and the Data Leaks (Reporting Obligation) Act. In this sense, Anne4Care is a 'processor' of data.
- 10.2 Anne4Care is obliged to protect the personal data of the User with the aid of reasonable technical and organisational measures. The term 'reasonable' is understood to mean those measures which, in view of the type of personal data, the scope of the risks and the costs of the measures, can reasonably be required from Anne4Care.
- 10.3 Personal data is stored on Anne4Care's own secure servers or those of a third party.
- 10.4 Anne4Care shall use and register only the personal data that has been given or entered in Anne by or on behalf of the User.
- 10.5 Anne4Care may use the data provided by the User for the use of the Anne4Care software, as well as for the improvement of the product or service.
- 10.6 The User will be able to examine, change or delete the personal information that has been supplied to Anne4Care.
- 10.7 Anne4Care shall not process personal data for a purpose other than that agreed with the User. Anne4Care shall not supply the User's personal data to third parties, unless there is a legal obligation to do so.
- 10.8 If the personal data is no longer necessary for the purpose agreed upon by the parties, Anne4Care shall remove and/or destroy this data within no more than six months. In addition, and apart from this, Anne4Care shall, at the request of the User, hand over all personal data to the User or delete it.
- 10.9 Anne4Care shall allow only members of staff who are bound by a duty of confidentiality within its organisation to work with the User's personal data and who are committed to compliance with current legislation and regulations.
- 10.10 Every loss, unlawful acquisition of or damage to personal data must be reported to Anne4Care within 24 hours of discovery, bearing in mind the possible obligation to report this privacy incident or data leak to the Dutch Data Protection Authority or another regulatory authority.

#### **Article 11 Security**

- 11.1 In order to make use of Anne, the User will receive a user account. The functionalities within Anne can be managed here. It is in the interests of the User that the User only offers his/her user name to the managers of the functionality concerned and furthermore keeps the password secret. Anne4Care is not liable for the misuse of usernames and passwords by users or third parties.
- 11.2 Anne4Care guarantees that appropriate technical and organisational measures will be taken, subject to prior art and the nature of the data to be processed, to protect the User's personal data.
- 11.3 The User guarantees and will himself take appropriate measures to protect personal data against loss and wrongful processing.
- 11.4 The User is responsible for the quality and protection of his own Internet connection and indemnifies Anne4Care against the consequences of imperfections in his own ICT environment.

#### **Article 12 Intellectual property**

All rights to Anne, the associated documentation and all modifications and extensions to both are held by and remain with Anne4Care. The User will only acquire the right to make use of the functionalities offered and described for as long as the agreement is in force.

#### **Article 13 Amendment to and transfer of the User Agreement**

- 13.1 Anne4Care is entitled to amend this User Agreement unilaterally. Amendments will become effective on the date stated in the notification. If the User does not accept the amendment, the User is entitled to terminate the agreement with effect from the stated date. Amendments also apply with respect to already existing agreements, unless otherwise agreed in writing.
- 13.2 Anne4Care may transfer its rights and obligations in this User Agreement to a third party who takes over the business activities concerned or the intellectual property rights on Anne.

#### **Article 14 Applicable law**

Dutch law applies to the agreement and the general terms and conditions of Anne4Care. Disputes that arise by reason of the User Agreement, general terms and conditions or agreements deriving from them shall in the first instance be resolved through mediation. If this does not succeed, the dispute will be submitted to the competent court in the district where Anne4Care has its registered office.