

Agreement for use Webdashboard

1. An agreement between Webdashboard and the client in the form of a subscription will not be concluded until after the completion of the registration process as an authorised representative of the specified business user and after receipt by Webdashboard of the subscription fee agreed with you.
2. In order to use Webdashboard you must agree with the content and applicability of the NL Digital Voorwaarden 2020 (hereinafter: the “General Terms and Conditions”). The applicable General Terms and Conditions can be viewed in your digital environment, and they have also been filed with the Midden-Nederland District Court, Utrecht location. Webdashboard has the right to amend these General Terms and Conditions at all times. In the event of amendments, you will be informed of the content of these amendments one month in advance.
3. In the event of a conflict between this agreement and the General Terms and Conditions, this agreement prevails.
4. It is only possible to enter into an agreement with Webdashboard as a business client within the framework of practising a profession or operating a business, not as a consumer. The client guarantees that the designated representative is authorised to represent the client when entering into the agreement. Webdashboard cannot be held liable for any damage and/or negative consequences if it transpires that there is no such authority.
5. A subscription is based on a Publishing account and the maximum number of users you choose to give access to Webdashboard. Publishing accounts may not be shared with users.
6. You have the right and the option to allow third parties access to Webdashboard. However, you do not have the right to grant third parties any right to use Webdashboard, whether through a sub-licence or not, without a licence issued by Webdashboard for that purpose.
7. Each subscription has a price per month (exclusive of VAT) which is debited each month in advance by means of a SEPA direct debit mandate given by you.
8. Webdashboard has the right to suspend a user’s use of Webdashboard at any time if a mandate is not given, or not given in time, or if a payment cannot be made and/or is reversed.
9. A subscription commences on the date it is taken out and is renewed automatically on the first day of the following month, provided that it has not been cancelled in writing or by electronic means.
10. A subscription may be cancelled at any time in writing or by electronic means via (link). The consequence of cancellation is that your subscription will end at the end of the month in which your notice of cancellation reaches us.
11. For certain functionalities within the Webdashboard it may be necessary to request your permission to perform a readout of your Active Directory. After this permission has been granted, a data conversion will take place in which your Active Directory will be readout through by means of an automated process. You decide what data is entered into your Active Directory. We will only use the data readout to optimise the use of Webdashboard. We cannot be held liable for data that has been entered in the Active Directory incorrectly, or errors as a result of any data conversion.
12. Webdashboard enables you to obtain licences directly from third parties, such as from Microsoft. For example, a licence for Microsoft Azure Backup. If you purchase such a licence, you accept the terms and conditions used by these third parties and you accept that these third parties have the right to amend these terms and conditions from time to time. It is your responsibility to take note of the content of these terms and conditions from time to time. If these third parties set terms and/or other conditions that are shorter or stricter than the terms

and conditions set by Webdashboard in this agreement or the General Terms and Conditions, the terms and/or conditions of these third parties prevail.

13. The same applies to the use of Webdashboard for other services of third parties, such as payment service providers like Stichting Mollie Payments and Application Insights, and browser dependent location services.
14. Uploaded files, images and/or data are stored within Webdashboard in an automated manner. You are fully responsible for the content and the dissemination of that which you have uploaded. In this context please see our notice and takedown conditions as stated in the General Terms and Conditions.
15. Webdashboard has a Fair Use Policy (FUP). The purpose of our FUP is to prevent unreasonable use. Our standard for reasonable use is that a report on a user account is clicked no more than 310 times in a three-month period within Webdashboard. If a report is clicked more than 310 times in three months, we will contact you to adjust the selected subscription structure. Unreasonable use can also be determined on the basis of periodic audits that include the use of browser location services.