



## GENERAL TERMS AND CONDITIONS MADASTER SERVICES

These terms and conditions ("Terms") apply to the use of the Madaster Platform ("the Platform"). Madaster makes you an offer to subscribe to the Platform ("Subscription"). You expressly and unconditionally accept these Terms by taking an Subscription, by using the Platform or by continuing to use the Platform after you have been notified of a change to these Terms. Please read and print these Terms and keep these Terms for your records. Madaster is understood to mean: Madaster Services Netherlands B.V.

### 1. PRIVACY

We take your privacy seriously and therefore follow the legal provisions such as the General Data Protection Regulation. The following describes the types of data Madaster collects regarding the use of the Platform, you and your devices and how we use that data. It also describes how Madaster uses content, namely the data files, photographs, documents, audio, digital works and any videos etc. ("Data") that you upload, store or share through the Platform. By using the Platform, you acknowledge that you have agreed to these Terms and Conditions and that you have read and understood the privacy policy and consent to Madaster's collection, use and disclosure of the said data as set forth herein.

In order to use the Platform, we need to collect and process certain information. The information we collect depends on your use of the Platform. It may include the following data:

- A unique ID number on your Subscription in order to be able to use the corresponding information.
- We record details of your sign-in. This concerns the date and time, data about the product to which you have signed up, your login name, a unique number that is assigned to your subscription, a unique id assigned to your device, your IP address, your operating system, and your browser version.
- Name and contact information. We collect your first and last name, email address, postal address, telephone number and other similar contact details.
- We collect passwords, password hints, and similar security information used to authenticate and access the Platform.
- Demographic information. We collect information about you, such as your gender, country and preferred language.



- Payment details. We collect information necessary to process your payment when you make purchases.
- Platform usage data. We collect data about the features you use, the items you purchase and the web pages you visit.
- Device, connectivity and configuration information. We collect information about your device and the network you use to connect to our platform.
- Error reports and performance data. We collect data about the performance of the Platform and any problems you experience with it. This information may help us to diagnose problems with the Platform. In addition, the data helps us to improve our Platform and to offer solutions. Depending on your usage and settings, error reports may contain information such as the type or severity of the problem, details of the software or hardware involved in an error, the content of files at the time an error occurs and information about other software on your device.

You have the authority to decide on the data that we collect. If you are asked to provide personal information, you may refuse to do so. However, if you choose not to provide information necessary to use our Platform, you may not be able to use it. You have the right at any time to inquire about the information that Madaster holds about you. You have the right to request that this data be deleted or changed or transferred.

We use personal information only for the purpose of delivering and improving the the platform we offer, and for essential business operations. This includes operating the Platform, maintaining and improving the performance of the platform, including developing new features, research, and providing customer support.

Data will remain your property and will only be used anonymously.

Madaster is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to protect your personal information from unauthorized access, use, or disclosure. For example, we store the personal information you provide on computer systems that have limited access and are located in secure buildings. When we transmit highly confidential information (such as a credit card number or password) over the Internet, we protect that information using encryption.



## 2. CONTENTS

The Platform allows you to store or share your Data. We do not claim any ownership rights with respect to this Data. Those Data remain your property and you are responsible for.

- a. You represent and warrant that for the duration of these Terms, you have (and will have) all necessary rights to the content or Data uploaded, stored or shared by you on or through the Platform, and that the collection, use and retention thereof through the Platform does not violate any rights of others. Although Madaster regularly makes backups, it does not guarantee that this is always the latest version of the Platform and/or the most recent Data and/or other content. We therefore strongly advise you to make regular backups of your own Data. Madaster is not responsible for the content or Data or the material that others upload, store or share through the Platform.

The Platform has been developed on the Microsoft Azure platform, using various services for the purpose of recording and processing the information within the Platform. As a result, Madaster's backup policy consists of several components.

### Registration (raw) source data

The Azure Storage service (<https://docs.microsoft.com/en-us/azure/storage/blobs/storage-blobs-introduction>) is used to store raw source data in the form of IFC and Excel files. All files uploaded within the Platform are stored within this service and therefore also stored in geographically redundant storage. This means that all data in this service is automatically replicated to a colocation in another geographical region. The moment the primary region fails, the Platform will automatically switch to the secondary region (for background see also: <https://docs.microsoft.com/en-us/azure/storage/common/storage-redundancy-grs>). Besides redundant data storage, the source data is also periodically (daily) copied to a secondary storage service among other things as a failsafe for an accidental deletion scenario.

### Registration of structured data for the Madaster overviews

For the purpose of the various overviews in the Platform, the necessary information is extracted and enriched from the raw source data. And then stored in the structured data layer of the Platform. For the data layer, the Platform uses Azure Cosmos DB (<https://docs.microsoft.com/en-us/azure/cosmos-db/introduction>). Whereby Azure Cosmos DB takes care of the redundant storage and periodic backup of this data (for more background see also: <https://docs.microsoft.com/en-us/azure/cosmos-db/online-backup-and->



restore). Besides the standard backup services, the data from Azure Cosmos DB is also periodically (daily) stored on a secondary storage service a.o. as a failsafe for an accidental deletion scenario.

- b. To the extent necessary to provide the Platform to you and others (which may include changing the size, form or format of Data to better store or display it to you), to protect you and the Platform and to improve, provide or extend Madaster's services, you grant Madaster the right to anonymously copy, store, transmit, rearrange, distribute through communication media and display on or through the Platform any content or Data that you have uploaded, stored or shared. Anonymized Data can in no way be traced back to the owner or the object in question. Madaster will not use the Data commercially (or have it used) in any way unless you have given your express permission.
- c. You guarantee that the content or Data uploaded, stored or shared by you is correct and complete.

### **3. CODE OF CONDUCT**

- a. No content, materials or actions contrary to these Terms are permitted. By agreeing to these Terms, you assume the obligation to abide by these rules:
  - i. Do not be guilty of unlawful acts.
  - ii. Refrain from activities that exploit, harm or threaten to harm children.
  - iii. Do not send spam. Spam refers to large numbers of unwanted, unsolicited email, submissions, contact requests, text messages (SMS) or express messages sent.
  - iv. Do not use the Platform to display or share inappropriate content or other material (such as exposure, bestiality, pornography, extreme violence or criminal activity).
  - v. Abstain from any activity that is false or misleading (e.g., soliciting money under false pretenses, impersonating another, or manipulating the Platform to falsify game statistics, or influencing rankings, ratings or comments).
  - vi. Do not intentionally attempt to influence any restrictions on access to or availability of the Platform.



- vii. Abstain from any activity that damages you, the Platform or others (for example, sending viruses, harassing others, posting terrorist content, making hate speech, or inciting violence against others).
  - viii. Do not violate the rights of others (e.g., unauthorized sharing of Data that does not belong to you).
  - ix. Refrain from activities that violate the privacy of others.
  - x. Do not assist others in violating these rules.
- b. Enforcement. We reserve the right to refuse any content or Data uploaded, stored or shared by you if i) the restrictions (number of users and objects, for example) as set out in the various Subscriptions and for the use of the Platform are exceeded or in the absence of such restrictions. If you fail to comply with any of the obligations listed under 3(a) above or otherwise violate these Terms, we may take action against you, including (without limitation) stopping the provision of the Platform or terminating your Subscription with immediate effect, if warranted, or blocking communications (email, express messages, API or otherwise) to and from the Platform. We also reserve the right at any time to delete or remove any content or Data uploaded, stored or shared by you from the Platform if we are advised that it may violate applicable law or these Terms. While investigating Madaster reserves the right to review content or Data uploaded, stored or shared by you in order to resolve the matter.

#### **4. PLATFORM USAGE**

- a. Subscription. To use the Platform you need a Subscription after which you can purchase additional users and functionality.
  - i. Obtain a Subscription. You can obtain a Subscription by registering online. You agree not to use false, inaccurate or misleading information when signing up for a Subscription. In some cases, for example another Madaster subscriber, may have assigned you a Madaster Subscription. If you received your Madaster Subscription from a third party, that third party may have additional rights in relation to your Subscription, such as accessing or removing your Subscription. Please read any additional terms and conditions that the third party has provided to you carefully. Madaster bears no responsibility with respect to these additional terms and conditions. If you create a Madaster Subscription on behalf of an entity, for example your company or employer, you declare that you have the legal authority to bind that entity to these Terms. You may not



transfer your Madaster Subscription to another user or entity. To protect your Subscription, keep your information and password confidential. You are fully responsible for all activities that occur in connection with your Madaster Subscription.

- ii. Use of Subscription. Your Subscription will only remain active if you make the corresponding payments in a timely and complete manner. Failure to do so will result in your Subscription being considered inactive and will result in it being closed by us. See article 4(a)(iv)b) for the consequences of closing a Subscription.

If we reasonably believe that your Subscription is being used in a fraudulent or unauthorized manner by a third party (e.g. as a result of an account breach), Madaster may suspend your Subscription until you can recover ownership of the Subscription. Depending on the nature of the breach, we may be forced to block access to content or Data uploaded, stored or shared by you. If you have problems accessing your Subscription, you can contact us for support using the contact details provided on the Madaster website.

- iii. By registering, you declare that you are of legal age according to the standards of your country of residence or have valid permission.
- iv. Close your Subscription.
  - a) In addition to the right of cancellation that you have in accordance with the provisions of the article "Refund Policy" below (Article 8(f)), you may at any time and for any reason cancel your Subscription. You can close your Subscription by sending a request to Madaster using the contact details as listed on the Madaster website. When you ask us to close your Subscription, we will suspend the account for 60 days in case you change your mind. After the 60-day period, your Subscription will be closed. See Article 4(a)(iv)(b) below for a detailed explanation of what happens when your Subscription is closed. If you re-register within this 60-day period, your Subscription will be reactivated.
  - b) At the time your Subscription is closed (either by you or by us), the following will happen: First, your right to use the Platform including any 3<sup>rd</sup> party software associated with the Platform will terminate immediately. Second, we will delete or otherwise dissociate from you and your Subscription, any content or Data uploaded, stored or shared by you and your



Subscription (unless we have a legal obligation to retain it). As a result, you will no longer be able to access the Platform (or the content you have stored on the Platform) for which you require a Subscription. Make sure you have a regular backup plan. Thirdly parties may lose access to information you have obtained or to the content or Data uploaded, stored or shared by them.

The Platform requires an Internet connection. You may also need additional equipment. You are solely responsible for the availability of all necessary connections, subscriptions and/or equipment required to use the Platform and for paying any fees charged by the provider(s) of your connections, subscriptions and equipment. These costs are in addition to any fees you pay us for the Subscription. These costs will not be reimbursed by us. Please check with your provider(s) to determine whether such charges apply.

If there is anything important to report with respect to the Platform, we will send you such communications and information that we are required by law to provide to you through the email address associated with your Madaster account, the website or through means of the Platform.

Customer support for the Platform works as follows: If you notice errors or otherwise have a complaint, we kindly ask you to send us a notification about it. The contact details for this can be found on our website.

## **5. USE OF THIRD-PARTY APPS AND SERVICES**

Our Platform may allow you to access and purchase products, services, websites, links, content, materials or applications of third parties (companies or individuals other than Madaster) ("Third-Party Apps and Services"). The Third-Party Apps and Services may also allow you to store the content or Data uploaded, stored or shared by you with the publisher, provider or operator of the Third-Party Apps and Services. You may be presented with a privacy policy by the Third-Party Apps and Third-Party Services or you may be asked to accept additional terms of use before you can install or use the Third-Party App or Service. Please read those additional terms and privacy policy documents, if any, before you obtain or use any Third-Party App or Service. Any additional terms and conditions do not in any way change these Terms. Madaster does not license any intellectual property rights to you as part of Third-Party Apps and Services. You agree to assume all risk and liability in connection with your use of these Third-Party Apps and Third-Party Services. You agree that Madaster shall not be responsible for any problems arising out of your use of them. Madaster is not responsible for information provided by Third Parties.



If and in so far as Madaster makes use of services of third parties, it guarantees compliance with the legal provisions, such as those arising from the General Data Protection Regulation (AVG). If applicable, Madaster will enter into an agreement with you for data processors and Madaster will also do the same with third parties insofar as they qualify as 'sub workers' or 'sub processors'.

## **6. PLATFORM AVAILABILITY**

- a. The Platform, Third-Party Apps and Services offered through the Platform may from time to time be unavailable, may be offered on a limited basis or may vary depending on your region or equipment.
- b. Madaster strives to ensure that the Platform is always accessible. However, from time to time all online services are subject to disruptions and interruptions due to, for example, force majeure or planned or unplanned maintenance. In the event of downtime or disruption of the Platform, you may not be able to access the content or Data uploaded, stored or shared. In any case, we recommend that you make a regular backup of the content or Data you uploaded, stored or shared, regardless of whether you save it with the Platform or save it with Third-Party Apps and Services. For, among other things, response times in case of emergencies, support and availability of the Madaster platform, Madaster has agreed service levels with Madaster Foundation that must be complied with. These agreements can be found on the website of Madaster Foundation.

## **7. UPDATES TO THE PLATFORM OR CHANGES TO THESE TERMS AND CONDITIONS**

- a. We will notify you as much as reasonably possible if we change these Terms. Among other things, we may amend these Terms if reasonably necessary due to (i) applicable law, including but not limited to a change in law; (ii) an opinion and/or court order based on applicable law; (iii) the development of the Platform; (iv) technical reasons; (v) operational requirements; or (vi) changes to the Terms in favour of the user (vii) compelling reasons. We will notify you of the intended change before it becomes effective, either by email or other reasonable means. We will give you an opportunity to cancel the Subscription at least 30 days before the change becomes effective. If you use the Platform after the changes have become effective, this means that you fully agree to the new Terms. If you do not agree to the new Terms, you must stop using the Platform and close your Subscription in accordance with clause 4(a)(iv). We will also expressly draw your attention to this fact at the time we notify you of the intended amendment to these Terms.





- b. We are constantly working to improve the Platform and may at any time modify the Platform, remove features from them, or discontinue providing access to Third Party Apps and Services, for example, if our agreement with the third party no longer allows us to make their material available, if it is no longer feasible for us to provide a feature, if technology has evolved, or if customer feedback indicates that a modification is necessary. We will notify you in advance if a change in the Platform would cause you to lose access to your content and Data.

## **8. PAYMENT TERMS**

If you obtain a Subscription, these payment terms apply to your purchase and you agree to them.

- a. Fees. If fees are charged for the use of the Platform, you agree to pay those fees. The price listed for use of the Platform includes all applicable taxes unless otherwise indicated. An overview of the applicable rates or costs can be found on our website. The rates listed there are subject to change and subject to possible printing and typographical errors. Madaster therefore reserves the right to change the rates listed there at any time. You are entirely responsible for the payment of such taxes and other costs. After we have notified you that we have not received timely, full payment from you, we may suspend or terminate your Subscription if you fail to make immediate and full payment. Suspension or termination of your Subscription due to non-payment may result in loss of access to and use of the Platform and associated content.
- b. Your Subscription. At the time you sign up for a Subscription, you will be asked to specify a method of payment for the costs of using the Platform. However, Madaster uses the payment services of so-called payment providers such as Mollie.com. By using the Platform you agree to make payments through such payment providers. The use of the services of such parties is explicitly subject to their general terms and conditions. You will find these on the site of the payment provider of your choice. In addition, you agree that Madaster will use updated data concerning the payment method you have selected, which will be provided by the bank concerned or the applicable payment network. You agree to keep your Subscription and related information accurate and complete and to notify Madaster in the event of changes so that we or third parties engaged by us (payment providers) can complete your transactions and, if necessary, contact you in connection with your transactions. If you instruct us to stop using your payment method and do not offer any other payment method after



notification from us to the effect that within an appropriate period of time, we have reasonable grounds to suspend or terminate your paid Subscription or not to perform it.

- c. **Billing.** By providing a method of payment to Madaster (i) you represent that you are authorized to use the payment method provided and that you have provided all payment information truthfully and accurately; (ii) you authorize Madaster to charge you for the use of the Platform or available content through the payment method provided by you; and (iii) you authorize Madaster to charge you for paid functionality of the Platform for which you elect to sign up or which you elect to use while these Terms are in effect. As stated above, we may charge you a fee (a) in advance, (b) at the time of purchase, (c) shortly after purchase or (d) on a recurring basis. We may charge you for more than one of the previous billing periods for amounts not previously processed unless this is not permitted by mandatory law.
- d. **Recurring payments.** When you a Subscription, you acknowledge and agree to authorize recurring payments. Payments to Madaster will be made using the payment method you have chosen at the recurring intervals to which you have consented, until the Subscription to use the Platform is terminated by you or by Madaster. By authorizing recurring payments, you authorize Madaster to process such payments as an electronic direct debit or money transfer, or as an electronic debit to your designated account (in the case of Automated Clearing House or similar payment method), or as a debit to your designated account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). Subscription fees are generally billed and debited before the beginning of the applicable subscription period. If a payment order is returned unpaid, or if a credit card payment or similar transaction is rejected or rejected, Madaster and its service providers reserve the right to charge applicable return, rejection, or insufficient balance fees and to process such payment as an Electronic Payment.
- e. **Overview and errors.** Madaster will send you by email an invoice that meets the legal requirements and what has been agreed between you and Madaster. You can view and print this invoice. This is the only billing overview we offer you. A VAT invoice may be made available, depending on the Service and country. If we make an error on your invoice, we will correct it as soon as possible after you notify us. It is advisable to notify us within 120 days of a manifest error first being noted on your invoice, as it will be easier for us to resolve a problem during that period.



- f. Refund policy. If you believe that Madaster has wrongfully charged you, you should contact Madaster and we will investigate the matter. If we offer a refund or credit, we are under no obligation to offer the same or a similar refund in the future. This refund policy does not affect your rights under applicable law.
- g. Cancelling the Subscription. The Subscriptions are automatically renewed every year for a period of one (1) year unless it concerns natural persons not acting in the exercise of a profession or business (Consumers as referred to in the Civil Code) in which case Madaster complies with the legal rules for renewal. Termination of the Subscription takes place by giving two (2) months' notice at the end of the current contract period. Please refer to the offer, as (i) you may not receive a refund at the time of termination; (ii) you may incur termination fees; (iii) you may be required to pay all fees charged in connection with the Subscription prior to the date of termination; or (iv) you may lose access to and use of the Platform when you terminate the Subscription. If you cancel your Subscription, your Subscription will terminate at the end of the current period of the Subscription or, if we bill you on a recurring basis, at the end of the period in which the cancellation occurred.
- h. Price changes. We may increase the price for the use of the platform on an annual basis, based on inflation or other economic factors, provided we comply with national legal requirements and notify you at least 30 days before the change takes effect. You have the option to cancel your Subscription before the price changes. When we notify you of a price change, we will also notify you that the new price will take effect if you do not cancel the Subscription.
- i. Payments to you. If we owe you a payment, you agree to provide us with accurate and timely information we need to make that payment to you. You are responsible for any taxes and surcharges that you may incur as a result of making such payment to you. If you mistakenly receive a payment, we may reclaim it. You must also comply with any other conditions we attach to your right to payments. If you wrongly receive a payment, we may reverse the payment or demand a refund. You agree to cooperate with us in this regard. We may also reduce the payment to you without prior notice due to overpayments.
- j. Late payments. In the event of late payment, you will be required to pay compensation for reasonable expenses incurred by us in collecting overdue amounts, including attorneys' fees and other legal costs, subject



to what is permitted by law. We may suspend or terminate your Subscription if you fail to make payment in full on time after we send you a reminder – with a warning that the Subscription will be suspended and/or terminated – to make your payment within an appropriate time. You may avoid suspension or termination by making the required payment within the period specified in the reminder. Suspension or termination of the Subscription due to non-payment may result in loss of access to the Platform.

## **9. CHOICE OF FORUM AND LOCATION FOR DISPUTE RESOLUTION**

The (creation and execution of the) services are governed by Dutch law. In the event of disputes, the Dutch court is competent to take cognizance thereof to the exclusion of any other court, unless a provision of mandatory law provides otherwise.

## **10. GUARANTEES**

Guarantees. If you are a consumer, you have certain legal rights. These rights include Madaster's obligation to provide the services with reasonable care and skill and with due observance of the provisions of Book 7 of the Dutch Civil Code. Nothing in these Terms is intended to exclude our liability for any breach thereof by Madaster. Except in cases where we have intentionally hidden shortcomings or shortcomings have made the use of the services impossible, we provide the services "as is", with "all shortcomings" and "as available" and subject to what is included in these Terms. Therefore, we do not guarantee that the information of the services is always correct or up to date. You acknowledge that computer and telecommunications systems are not error-free and may occasionally experience periods of downtime. Nor can we guarantee that the services will be uninterrupted, up to date, accurate or error-free. We and our affiliates, resellers, distributors, partners and suppliers do not make any implied warranties but only express warranties which must then be set out in writing.

## **11. LIMITATION OF LIABILITY**

Madaster shall not be liable for the completeness, accuracy, scope and quality of any content or Data, material or materials of third parties uploaded, stored or shared by or on behalf of you, including links to third party websites and activities offered by users. Such content and activities cannot be attributed to Madaster and do not represent Madaster's views. Madaster only accepts liability for direct damages up to a maximum of EUR 25,000 (twentyfive thousand euros) per calendar year. Madaster is not liable for indirect, consequential or incidental damages, including but not limited to loss of profit or income, interruption of



business operations. Madaster is not responsible or liable for default or delay in the performance of its obligations under these Terms to the extent that the default or delay is caused by circumstances beyond Madaster's reasonable control (such as labor disputes, natural disasters, war or terrorist activities, vandalism, accidents or compliance with applicable law or governmental orders). Madaster will try to limit the consequences of these events as much as possible and to carry out the obligations not affected by the circumstances.

## **12. SERVICE SPECIFIC CONDITIONS**

The conditions in articles 1 up to and including 11 also apply to specific services of Madaster such as Data services or the giving of workshops, courses and the like. This article contains any Service Specific Terms and Conditions that apply in addition to the General Terms.

If and insofar as Madaster provides data services, Madaster does not guarantee the completeness and correctness of the Data. The Data are not from Madaster but from third parties for whom Madaster bears no responsibility and on whom Madaster has no influence on the Data. Madaster does not guarantee that the use of the Data is suitable for the purpose intended by the recipient of the Data. Madaster is therefore not liable for the delivery of the Data and the use of the Data by the customer. If a workshop, education, course or training is provided by or on behalf of Madaster, Madaster may at all times demand payment of the amount due in this respect before the start thereof. The consequences of a cancellation of participation in a workshop, education, course or training will be governed by what the parties have agreed in writing in this regard, or in the absence thereof will be governed by the following regulations:

- 100% of the costs must be paid if and to the extent that the cancellation no later than 7 calendar days before the day on which the workshop, training, course, training would take place is done;
- 50% of the costs must be paid if and in so far as the cancellation is made no later than 14 calendar days before the day on which the workshop, training, course, training would take place is done;
- 25% of the costs must be paid if and insofar as the cancellation is made no later than 21 calendar days before the day on which the workshop, training, course, training would take place is done.
- Cancellation up to 21 calendar days before the day on which the workshop, training, course, training would take place can be done free of charge. All cancellations must be made in writing, failing which no cancellation is deemed to have taken place.



If, in the sole opinion of Madaster, the number of registrations gives cause to do so, Madaster is entitled to combine the workshop, education, course, training with one or more other workshops, courses or training sessions, or to have these take place at a later date or time. If and in so far as Madaster decides to do so, she is not entitled to a refund and/or reduction and/or reimbursement of workshop, education, course or training costs.

Madaster Services @, 1 January 2023