

Terms and conditions V1.0 (18.08.2025)

Article 1 – Applicability

1.1 These terms and conditions apply to all agreements entered into with uComply.cloud B.V. (hereinafter: uComply). Any terms and conditions of the Client are expressly rejected unless agreed otherwise in writing.

1.2 Deviations from these terms are only binding if agreed in writing between the Parties.

Article 2 – Formation of Agreement

2.1 An agreement is formed upon valid signature by the Client within the validity period of a quotation issued by uComply, or upon written confirmation by uComply of an assignment granted by the Client.

2.2 Agreements for training or education are formed upon signature of the registration form by the Client or written confirmation by uComply of the Client's registration or assignment.

2.3 All offers and quotations are non-binding until an agreement is concluded.

Article 3 – Validity of Quotation

Unless otherwise stated, quotations are valid for 30 days.

Article 4 – Delays and Extensions

4.1 In case of delays or extensions not attributable to uComply, additional costs may be charged to the Client.

4.2 This also applies if certification bodies or the Client request additional assessments or inspections.

Article 5 – Rates and Payments

5.1 Agreed rates are exclusive of VAT and based on normal conditions. Taxes outside the Netherlands are borne by the Client.

5.2 Payments must be made within 14 days of the invoice date. Objections do not suspend payment obligations.

5.3 Late payments incur interest equal to the base rate plus 2%.

5.4 Collection costs and legal fees are charged to the Client.

5.5 uComply may require security for performance.

5.6 In case of non-compliance, a penalty of up to €25,000 per incident may be imposed.

5.7 Annual price indexation may be applied based on CBS DPI.

5.8 If procurement costs rise $\geq 25\%$ due to external factors, uComply may adjust rates accordingly.

Article 6 – Client Cooperation

6.1 The Client shall provide all necessary materials, information, and access at its own expense.

6.2 The Client shall ensure safe access to relevant locations.

6.3 The Client agrees to the use of AI tools by uComply during execution of services.

Article 7 – Confidentiality

7.1 Both parties shall treat confidential information with care and use it only for the agreed purpose.

7.2 uComply may share information with certification bodies if required.

7.3 Exceptions apply to publicly available or legally disclosed information.

7.4 Upon termination, confidential information must be returned.

7.5 uComply staff are bound by confidentiality and independence rules.

Article 8 – Subcontracting

uComply may engage third parties but remains responsible for execution.

Article 9 – Liability

9.1 uComply is only liable for direct damages due to attributable failure.

9.2 Maximum liability is €25,000.

9.3 Consequential damages (e.g. loss of profit, reputation) are excluded.

9.4 Claims must be reported within 7 days and expire after 2 years.

9.5 The Client indemnifies uComply against third-party claims.

9.6 Liability exclusions do not apply in cases of intent or gross negligence.

9.7 Limitations also apply to subcontractors.

9.8 In case of force majeure, obligations are suspended and both parties may terminate without compensation.

Article 10 – Use of the uComply Application

10.1 The uComply application is deployed within the Client's Microsoft 365 tenant unless agreed otherwise. uComply grants a non-exclusive, non-transferable license for use during the agreement term.

10.2 The application may only be used internally and in accordance with agreed functionality.

10.3 All intellectual property rights remain with uComply. The Client is prohibited from:

- Copying, modifying, translating or adapting the application;
- Reverse-engineering, decompiling or disassembling the application;
- Using the application to develop a competing solution;
- Selling, renting or sharing the application with third parties without written consent.

10.4 Breach of this article results in a penalty of €25,000 per violation, plus full compensation.

10.5 uComply may implement technical safeguards to protect its application and license terms.

Article 11 – Cancellation of Assignments

11.1 The Client may cancel in writing.

- Free cancellation up to 4 weeks before start
- 50% fee for cancellation 4–1 week prior
- 100% fee for cancellation <1 week
- 50–100% fee for cancellation of individual sessions within 2-5 days

11.2 uComply may cancel or refuse participation with full refund of paid fees.

Article 12 – Termination of Agreement

12.1 In case of non-performance, uComply may suspend or terminate the agreement without compensation.

12.2 In case of bankruptcy or legal administration of the Client, uComply may terminate immediately.

Article 13 – Disputes and Governing Law

13.1 Disputes shall be submitted to the competent court in Arnhem.

13.2 Dutch law applies to all agreements.

Article 14 – Final Provisions

Any provisions not covered in these terms shall be interpreted in line with the purpose of the agreement and Dutch legal standards.