

GENERAL TERMS AND CONDITIONS 2025

Module Core

Module Cloud
Module Software and Facilities
Module Consultancy
Module Secondment
Module Training

1. Definition

Definitions can, but do not have to, be capitalized, plural or singular. If a word is not defined, it has the usual meaning for TrueFullstaq.

- General Terms and Conditions:** these general terms and conditions, consisting of the Core Module and the additional Modules, including in any case Cloud, Software and Facilities, Consultancy, Secondment and Training.
- Service(s):** the services that TrueFullstaq will perform for the Client, as further set out in the Agreement and the General Terms and Conditions, whereby in any case Module Core will apply, supplemented with the relevant Module that applies to the Service in question. Services may include activities, operations, processing, products, software, or access to one or more Locations or facilities.
- Downgrade** means a reduction, limitation of quality, functionality, or scope in Elements of a Service such as, but not limited to, server resources, memory, CPU, and storage.
- Elements:** services, equipment, Locations, networks, data, works (such as but not limited to open/closed source software and standard software) of which the (intellectual) property rights do not belong to TrueFullstaq but to third parties or are of general interest.
- Location:** the digital environment or physical space as described in the Agreement and in the Cloud Module.
- Modules:** the documents containing general provisions that apply to a Service or parts thereof, including in any case: Core, Cloud, Software and Facilities, Consultancy, Secondment, Training.
- Quotation:** an offer for Services, an order form, or confirmation by TrueFullstaq of an assignment, as set out in article 3 of this Module Core.
- Client:** the natural or legal person who has concluded an Agreement with TrueFullstaq or to whom TrueFullstaq has made an offer for this purpose. A client is deemed to act professionally or commercially as an organisation, not to be a consumer or a private person, unless this is laid down in the Agreement or follows from applicable mandatory legislation.
- Agreement: the agreement between** TrueFullstaq and Client (e.g. a written agreement, or an accepted Quotation) pursuant to which TrueFullstaq will perform the Service, including this Module Core and the Modules that specify Service. Advertising, explanations of support, verbal or commercial expressions are not part of the Agreement, unless explicitly provided for in the Agreement.
- TrueFullstaq:** TrueFullstaq B.V., established in Amsterdam and registered with the Chamber of Commerce under file number 34131108 and affiliated legal entities that declare these General Terms and Conditions applicable.
- Core or Core Module:** this Module containing the terms and conditions that apply to all Agreements with TrueFullstaq regardless of the nature and content of Services, obligations,

or the title of the Agreement between the parties to be provided by TrueFullstaq, whereby an additional Module may apply per Service, such as Cloud, Software and Facilities, etc.

- Upgrade:** An increase or expansion of the quality, functionality, or scope of Elements of a Service such as, but not limited to, server resources, memory, CPU, and storage.

2. Operation

- Client acknowledges that purchase conditions and other clauses proposed by Client through administration, e-mail signatures and other ways are now and in the future ineffective and have been rejected by TrueFullstaq. Deviating provisions can only be agreed with TrueFullstaq and bind TrueFullstaq if and insofar as they have been explicitly accepted by TrueFullstaq in writing in the Agreement.
- The General Terms and Conditions consist of the more general provisions in the Core and the more specific provisions per Service in the additional Modules and together form an integral part of the General Terms and Conditions. All Modules can be found digitally via the website, in the Service, or made available by sending them to the client, or made available in another way. If client misses, cannot find, or cannot view, or has not received a Module, TrueFullstaq will send client free of charge on request.
- If there are any conflicting provisions, the following order shall apply: I the Agreement (including any additions, amendments and appendices), II Core III the additional Module(s) for the Service, unless the parties explicitly stipulate otherwise in the Agreement.
- If a provision in a Module is null and void or is annulled, the remaining provisions will remain in full force and effect. In that case, TrueFullstaq and Client will consult with the aim of agreeing on new provisions to replace the null and void or voided provisions, whereby the purpose and purport of the null and void or voided provisions will be taken into account as much as possible.

3. Quotations, order forms and orders

- TrueFullstaq may, upon request or on its own initiative, draw up a Quotation in which it indicates what is included in the Service and what amount will be due upon acceptance. Only the description of the Service indicated in the Offer (or Module) is binding. If Client confirms a Quotation, order form or order confirmation in any way, or does not explicitly reject (nor ratify) and offers TrueFullstaq the opportunity to have the quotation carried out, then that Quotation will be deemed to have been accepted and will be deemed to be an Agreement for the parties, subject to evidence to the contrary.
- A Quotation is without obligation and valid for 30 days after shipment by TrueFullstaq, unless otherwise indicated in the Quotation. If it appears that the information provided by Client (such as price, number, date) is incorrect or contains clerical errors, TrueFullstaq is entitled to adjust this by means of an adjusted version of the Quotation that replaces the original with retroactive effect. The Client cannot derive any rights from previous (versions of) Quotations or clerical errors that the Client can reasonably understand to be incorrect.

3. TrueFullstaq wants services to run smoothly. Subject to express agreements to the contrary in the Agreement, all contact persons of Client are deemed to be authorised to make decisions and to be entitled to perform legal acts on behalf of Client, such as requesting Quotations, approving offers from TrueFullstaq with financial obligations and giving instructions insofar as these are reasonably related to the Services.

4. Performance of Services

1. TrueFullstaq is committed to performing the agreed Services at its own discretion, expertise and best of its ability to the extent commercially reasonably possible. Unless the Agreement explicitly designates an obligation of TrueFullstaq as an obligation to achieve a result and is accompanied by a clearly defined result for TrueFullstaq with concrete consequences for the non-achievement or partial achievement thereof, there is always an obligation to perform to the best of its ability, whereby the quality is in reasonable proportion to the obligations, circumstances, takes into account the state of the art, information known to TrueFullstaq and the developments at parties after the conclusion of the Agreement.
2. The Services of TrueFullstaq are offered exclusively for the benefit of Client's own business operations, unless explicitly agreed otherwise
3. If it has been agreed that the Agreement will be executed in phases, TrueFullstaq may suspend the execution of those parts (which belong to a subsequent phase) until Client has approved the results of the preceding phase in writing.
4. Client shall ensure that all data of which TrueFullstaq indicates that they are necessary or of which Client should understand that they are necessary for the execution of the Agreement, are provided to TrueFullstaq in a timely manner. The execution period of the Agreement does not commence until after Client has made it available to TrueFullstaq correctly and completely.
5. If Client provides TrueFullstaq with information carriers, electronic files, software, etc., it guarantees that the information carriers, electronic files or software are free of viruses and defects.
6. Insofar as a proper execution of the Agreement so requires, TrueFullstaq has the right and permission of Client to have (parts of) the work or the Service carried out by third parties (including sub-processors and suppliers).
7. Client understands and allows TrueFullstaq to use Elements for hosting and other Services. When using Services with Elements, Client accepts the associated technical and legal usage regulations, restrictions and conditions under which TrueFullstaq obtains them from third parties and compliance therewith rests entirely with Client. Client cannot impose any further conditions or derive additional rights from the use of third parties Elements in standard Services towards TrueFullstaq than explicitly offered by TrueFullstaq in the Agreement. TrueFullstaq will provide reasonable cooperation by providing (at the request of) Client with general information about the applicable conditions and limitations of Elements in Services.
8. Services can and may contain Elements, provided that this does not result in data of the Client that are / processed in the Service or applications that operate independently within it, having to be further distributed (copyleft) on the basis of the (open source) license.
9. If work is carried out by TrueFullstaq or the third parties engaged by TrueFullstaq in the context of the Agreement at the location of the Client or a location designated by the Client, the Client will provide the facilities reasonably desired by those employees free of charge.
10. TrueFullstaq accepts no liability for Elements and the activities that are performed by third parties insofar as the

latter has entered into an Agreement with the Client, but makes every effort to ensure that it functions properly.

11. The delay on the part of the Client in the fulfilment of obligations, provision of information or cooperation means that TrueFullstaq can no longer be required, or at least not in the same way, to comply with the Agreement or Service, and gives TrueFullstaq the opportunity to adjust the originally agreed compensation, planning and conditions accordingly.

5. Maintenance and availability of Services

1. The Client realises and accepts that maintenance is essential for the delivery and operation of the Services and that without (sufficient) maintenance, (more) errors and malfunctions may occur. TrueFullstaq has the right at any time to temporarily decommission its systems, network(s) or Elements for the purpose of maintenance, adjustment or improvement thereof (in any case with regard to the maintenance announced by TrueFullstaq). TrueFullstaq will try to have such maintenance take place outside office hours as much as possible and will make every effort to inform Client in a timely manner of the planned decommissioning and to reasonably limit or avoid the effects on Services. However, TrueFullstaq is never liable for compensation for damages in connection with such decommissioning (or resulting from reduced quality, operation or (un)availability of Services), nor will planned work be able to violate issued availability guarantees, or negatively affect levels as further set out in a (service level) Agreement.
2. TrueFullstaq will make every effort to inform Client about the nature and expected duration of the interruption in the event of the Service not being available, due to malfunctions, maintenance or other causes. Client shall provide all cooperation requested by TrueFullstaq with maintenance.
3. TrueFullstaq will make every effort to achieve uninterrupted availability of its systems and networks, and to realize access to data stored by TrueFullstaq (subject to the provisions of the previous provisions of this article), but does not offer any guarantees in this regard unless otherwise agreed in the Quotation by means of a Service Level Agreement designated as such. To the extent not otherwise stipulated in such a Service Level Agreement, Client cannot derive any rights to maintenance or hold TrueFullstaq liable for damage resulting from the result that Services are not maintained in any way, or are not maintained in a timely or correct manner.
4. TrueFullstaq will make every effort to keep the software and Elements it uses up-to-date. In the case of Elements, Client understands and accepts that TrueFullstaq is dependent on the possibilities offered by the rightful owner and/or supplier. TrueFullstaq is entitled not to install certain updates or patches if, in its opinion, this does not benefit the correct delivery of the Service.
5. If, in the opinion of TrueFullstaq, a danger arises for the functioning of Services, internal or external systems or the network of TrueFullstaq or of third parties, in particular due to excessive sending of e-mail or other data, poorly secured systems or activities of viruses, malicious or unwanted software, TrueFullstaq is entitled to take all measures that it reasonably deems necessary to avert or prevent this danger.

6. Backup

1. In the case of backup, TrueFullstaq makes every effort to make backups of the location where the backup is set up at recurring times. A backup can be digital or physical, and for example consists of keeping track of changes compared to a previous backup in a different environment. Backup does not include recovery, improvement, structuring of data or an escrow service. After performing a back-up, TrueFullstaq will make the result of the back-up available to the Client for as

long as TrueFullstaq keeps it. When a backup has been performed, it is up to the Client to check the backup; TrueFullstaq cannot determine whether Client's data is complete, correct and usable.

2. Backup is a Service that Client can purchase from TrueFullstaq, but is not included in TrueFullstaq's Services as standard. The storage, retention and duplication of data, software and systems is part of the tasks and responsibilities of the Client in the conduct of its organisation. This includes, among other things, determining the need and suitability of back-up (measures), designating the location and data that are the subject of the back-up, which responsibilities remain entirely with Client, even when purchasing back-up and Services from TrueFullstaq.
3. In the case of back-up and other Services, the Client must always take into account the availability, retention periods and processes, with a view to intended use and with a view to the (un)expected termination of Services. After the retention period, a backup will no longer be available and TrueFullstaq will delete the backup(s), in line with its policy. TrueFullstaq points out that in the event of investigation and request from government agencies and (imminent) legal proceedings, TrueFullstaq is entitled to take special measures, including with regard to backups. Unless the parties agree to this in writing, backup does not include making other, or additional backups, restoring or making available a backup or retention of older backups in a specifically requested manner.
4. TrueFullstaq may provide information on its own initiative (generally) or at the request of Client about what a backup service may include, such as retention periods, TrueFullstaq's standard operating procedure, and how a backup can be requested. Specific agreements in the event of backup, such as the nature, method, time and frequency of backup, number of backups or location(s) where TrueFullstaq stores backups, application of measures and location and manner where Client makes the data available for backup, will only be made when and insofar as they have been explicitly agreed in advance with TrueFullstaq in the agreement.
5. TrueFullstaq charges a fee for performing backups based on the tariffs and prices applicable at the time of export. Client acknowledges that back-up is a paid Service, whereby the outcome or (un)availability of a back-up in itself has no effect on the associated payment obligation, but TrueFullstaq will investigate possible causes and report on them if requested. Based on the report, the parties can make joint agreements, to which TrueFullstaq can attach further conditions.
6. When there is potentially criminal information, TrueFullstaq is entitled to report it. TrueFullstaq can hereby hand over all relevant information about Client and the information to the competent authorities and perform all other actions that these authorities request TrueFullstaq to perform in the context of the investigation.

7. Innovative services

1. TrueFullstaq is constantly innovating to deliver the best possible experience to its customers and the needs of Client. The state of the art, regulations and the world are constantly evolving. The Client acknowledges that this may result in adjustments to Services being necessary during the contract term. Client realizes that such adjustments may have an effect on service levels to be offered, limits, functionalities and the possibility for TrueFullstaq to be able to offer Services in a certain way or duration (lifecycle). Client accepts in advance that TrueFullstaq is free to adjust its range of Services in nature, rates and scope accordingly, without being obliged to make prior announcement, or to offer Client(s) a say in this.
2. TrueFullstaq aims to implement such adjustments as much as possible for new Agreements, but in exceptional cases an

adjustment may also have an effect on current Agreements. If a change to a current Agreement results in the agreed Service being (prematurely) discontinued, limited or substantially Downgraded, TrueFullstaq will make this known before effectuation and grant Client a reasonable period to respond to this and to make adjustments to its working methods and technical systems. TrueFullstaq may decide not to install available updates, patches or versions or to operate within or with/with/near a Service, if in its opinion this may have risks or adverse effects on the operation, manageability and availability of the Service, internal systems or services of TrueFullstaq does not benefit.

3. Client will provide TrueFullstaq with all cooperation that is necessary to carry out a migration or export to other hardware or Services if these are End of Life (EOL) or End of Service (EOS). In the case of EOL or EOS, the client has a reasonable period [of three months] for EOS or EOL to carry out a migration or export itself. After the expiry of this period, TrueFullstaq is entitled to disable the (hardware, software) Elements, or to remove existing (personal) data and to close the Services in question in whole or in part, or to suspend the execution of a request from Client for migration or export for the duration that the reasonable cooperation requested by TrueFullstaq is not incomplete/incorrect/limited. including compensation and reasonable conditions to be set by TrueFullstaq, working method, with due observance of mandatory applicable legislation.
4. TrueFullstaq is entitled to use (meta)data and derived data resulting from the provision or use of the Service(s), including (but not limited to) technical, functional and performance data, to analyze and improve the operation, quality, security and functionality of the Service. TrueFullstaq acknowledges the confidentiality of this data and will only process it in anonymized and/or aggregated form, so that it cannot be traced back to Client or individual users

8. Notice & Takedown

1. If a third party points out to TrueFullstaq that the website, software or part and/or functionality of a system that is managed by Client or a client of Client contains information that, according to that third party, infringes the rights of that third party or otherwise acts unlawfully, TrueFullstaq is entitled, if it is plausible that the disclosure of that information will lead to unlawful action, or regulations of TrueFullstaq are violated, to immediately shut down the Service with which the website, software or part and/or functionality of this system is connected to the network of TrueFullstaq. If the website or part and/or functionality of the system is on equipment of TrueFullstaq, TrueFullstaq will remove the relevant information from its system with immediate effect. In that case, TrueFullstaq is also entitled to preserve the contact details of the Client and provide them to a third party or to the competent authorities.
2. When there is potentially criminal information, TrueFullstaq is entitled to report it. TrueFullstaq can hereby hand over all relevant information about Client and the information to the competent authorities and perform all other actions that these authorities request TrueFullstaq to perform in the context of the investigation.
3. TrueFullstaq will never be liable for damage of any kind suffered by Client or its customers as a result of the closure of the Service or as a result of the removal of the information or the provision of contact details.
4. Client indemnifies and will hold TrueFullstaq indemnified for any form of claim, complaint or litigation of a third party in connection with (the content of) the data traffic or the information on the website originating from Client or a website of a client of Client.
5. If TrueFullstaq acts pursuant to notification or this article, TrueFullstaq may use the contact details associated with (the relevant account of) Client as a basis for

communications. TrueFullstaq will use commercially reasonable efforts to resume a Service after TrueFullstaq has determined that the issue that gave rise to the report/investigation has been remedied and resumption of service is justified. TrueFullstaq is not obliged to restore/replace the information of Client; Client will take care of this, whereby Client will observe any instructions from TrueFullstaq for repair and future use of Product and services. Any action on the basis of this regulation does not relieve Client of its (payment) obligations under this Agreement.

9. Remuneration, rates and prices

1. All prices are exclusive of sales tax (VAT) and other levies imposed by the government. With due observance of agreements between the parties about rates or explicit fees, Client is jointly and severally liable to reimburse TrueFullstaq for all costs arising and/or invoiced from the Agreement.
2. Elements such as software (services), environments, hardware or materials of third parties that have not been explicitly included in a Service or are explicitly included in the Agreement, will be reimbursed by the Client. TrueFullstaq is entitled to change or increase the prices used in this Agreement at any time. TrueFullstaq will inform Client in advance of this. In the event of a price increase, the Client has the right to terminate the Agreement, subject to a notice period of one month. Paragraphs 4 and 5 of this article make an exception to the Client's right to terminate the Agreement in the event of a price increase.
3. TrueFullstaq is entitled to increase the prices used in this Agreement annually, during the month of January, by a maximum of 5%, without the possibility for Client to terminate the Agreement. Electricity tariffs can be increased by TrueFullstaq at any time by a maximum of 45% per year, without the possibility for Client to terminate the Agreement. This maximum will lapse if there is a circumstance as described in paragraph 5 of this article.
4. TrueFullstaq is entitled to immediately increase the price under the following circumstances, without the possibility for Client to terminate the Agreement:
 - a. if the price increase is the result of a change to the Agreement;
 - b. if the price increase is the result of a price increase by (electricity) supplier(s);
 - c. if the price increase results from an obligation resting on TrueFullstaq pursuant to the law;
 - d. if the price increase is the result of changed market conditions or inflation correction.
 - e. A change in favour of the Client.
5. TrueFullstaq may set limitations, limits or a maximum on the amount of data traffic, CPU, memory and power per month that Client may use in the context of the Service. If this maximum is exceeded, TrueFullstaq is authorized to charge additional costs, as agreed or in the absence thereof, in accordance with TrueFullstaq's usual rates, and/or after notification to Client, to limit, reduce or in any way terminate the excessive or undesirable use of the Service.
6. If TrueFullstaq has to incur extra costs due to behavior, communication or circumstance at/of Client or performs additional services as a result, even if these are unnecessary or unwelcome (in the eyes of Client), TrueFullstaq is entitled to charge Client for this. The aforementioned Circumstances that are deemed to be for the account of the Client include, for example, but not exclusively: incomplete applications, failure to respond in a timely manner, the provision of incorrect, incomplete, outdated information provided, omission of relevant information or conditions, negligence and ambiguities, reversal of or change of previous wishes and instructions.

7. If, at the time of concluding the initial Agreement, a discount has been agreed on the regular rate or the usual fees of TrueFullstaq, this discount only applies for the initial term of that Agreement, unless expressly agreed otherwise in writing. The previously issued discount does not automatically apply to extensions of the Agreement or to new, subsequent Agreements, for which an explicit and written agreement between the parties is always required in all cases. Previously issued discounts do not create rights. The mere fact that a discount has been applied in the past does not create any right to its continuation or application of (the same) discount in the future.
8. For public cloud services, the subscription fee is determined on the basis of actual consumption ('spent'). The subscription fee is invoiced periodically, in accordance with the invoicing period as agreed between the parties. Client agrees that these costs may vary per period, depending on the actual use of the service(s).

10. Payment Terms

1. The amounts due are invoiced in advance per month. Payment must always be made within fourteen (14) days after the invoice date, in euros to a payment method to be indicated by TrueFullstaq, unless otherwise agreed in writing between TrueFullstaq and Client.
2. Client is never entitled to set off the amount owed by it to TrueFullstaq. Objections to the amount of an invoice do not suspend the payment obligation. Products and services are not transferable to a subsequent month, nor can unused, or partially, consumed products be offset against a subsequent invoice.
3. By the expiry of the due date, Client will be in default and TrueFullstaq will be entitled to calculate the statutory commercial interest applicable at that time on the outstanding amount plus the interest already owed. The interest on the amount due and payable will be calculated from the moment that the Client is in default until the moment of payment of the full amount, whereby part of the month will be considered as the entire month.
4. If and as long as Client fails to comply with a payment obligation, TrueFullstaq is entitled to suspend the Service (if payment is not made after a reminder and offering the opportunity to pay) until payment has been made, without prejudice to TrueFullstaq's other rights. Client cannot derive any rights or claims against TrueFullstaq from this suspension or the consequences thereof. Only after receipt of the full amount (plus commercial interest and other fees due) will TrueFullstaq resume the Services, to which TrueFullstaq may attach (suspensive) conditions for Client, such as but not limited to an order, abstention, security or advance payment.
5. In the event of non-compliance with the obligations, the Client is also obliged to fully reimburse both extrajudicial and judicial collection costs, including the costs for lawyers, bailiffs and collection agencies, in accordance with the applicable guidelines and customs drawn up for this purpose (Voorwerk II report) in the Netherlands.
6. Payments must be made by SEPA bank transfer, unless otherwise agreed. If the customer chooses to manually transfer the payment outside of the regular SEPA procedure, we reserve the right to charge an administration fee.

11. Changes, Upgrades and Downgrades

1. If, during the execution of the Agreement, it becomes apparent that it is necessary for its proper implementation, the parties will enter into consultations in a timely manner to amend or supplement the Agreement.
2. TrueFullstaq is open to consultation for an adjustment desired by Client, such as Upgrade or Downgrade for an

ongoing Service, provided that Client compensates TrueFullstaq for this, and ensures that the rights and (financial) interests of TrueFullstaq do not suffer damage as a result of the (to be agreed) adjustment. It is the Client's choice and responsibility to inform itself in a timely and complete manner about the impact and consequences of amending the Agreement, including the change in price, term of performance and/or other conditions and obligations. As a service provider, TrueFullstaq will make every effort to increase insight into specific questions from the Client.

3. If the parties agree on an Upgrade or Downgrade of a Service, the corresponding Service Levels, conditions and rates will automatically apply to the Client from the moment it has been implemented. The Client cannot, even with retroactive effect, derive any rights from Service Levels that it does not (yet) or no longer purchase, such as in the event of a Downgrade or when these have only become applicable in the event of an Upgrade.
4. If, at the request or with the prior consent of Client, TrueFullstaq has performed work or other performances that are not explicitly included in the Service, fall outside the content or scope of the agreed assignment and/or performances, these will be reimbursed by Client in addition to the estimated or agreed fee, according to the agreed rates and fee and in the absence thereof according to the current rates and prices of TrueFullstaq previously.
5. TrueFullstaq may refuse a request to amend the Agreement or to instruct without giving reasons, as well as to impose binding and/or suspensive conditions on the acceptance/execution thereof for Client, which cannot lead to a shortcoming on the part of TrueFullstaq (towards Client). If a change results in TrueFullstaq providing or suspending a Service later, partially, or in any other way, this will in principle not constitute a shortcoming on the part of TrueFullstaq, nor a ground for Client to terminate or terminate the Agreement.

12. Durations and terms

1. The Agreement between TrueFullstaq and Client commences on the date that the Agreement of TrueFullstaq is returned by Client with signature, or because Client executes the Agreement, unless an effective date is stipulated in the Agreement. The agreed amount is due immediately from the effective date in the Agreement, or if this is missing, the date of receipt by TrueFullstaq of the signed Agreement.
2. If a Service is not a one-off but is intended to provide services periodically or to provide the opportunity to purchase them during a certain period, the term indicated in the Agreement applies, or in the absence thereof, the duration of the Agreement, and if this is not determined, it is deemed to have been entered into for a minimum period of twelve months. Without written notice, as stipulated in Article 12, the Agreement will always be tacitly extended for the same period, unless otherwise agreed in writing.
3. If TrueFullstaq agrees or provides a deadline for the execution and completion of the Service, certain activities or for the delivery of certain items or Elements, this is never a deadline. Even if a strict deadline is exceeded, Client must first give TrueFullstaq written notice of default and thereby offer a reasonable period to TrueFullstaq to still perform the Service, repair it or provide a replacement performance.
4. If TrueFullstaq performs an Upgrade or Downgrade with regard to the Service on behalf of Client, this will be entered into for the remaining term of the Agreement. Client is aware that the Upgrade or Downgrade may have a technical and organisational effect on Client's possibilities for/to future adjustments, interoperability, linking and management options, extension, termination, (re-)migration, and transition of the Service or Agreement.

13. Termination of Agreement and Services

1. In the event of liquidation, (applications for) suspension of payment or bankruptcy, of attachment (if and insofar as the attachment is not lifted within three months) at the expense of Client, of debt rescheduling or any other circumstance as a result of which Client can no longer freely dispose of its assets, TrueFullstaq is free to terminate the Agreement immediately and with immediate effect, without any obligation on its part to pay any compensation or indemnity. In that case, TrueFullstaq's claims against Client are immediately due and payable.
2. Client can only terminate an Agreement by written notification to TrueFullstaq at least two months before the end of the then current term, unless the Agreement or a Module offers another possibility. In the event of termination, the Agreement will not be extended, but will end after the current period in which the termination takes place. The date of notification of termination by Client is considered to be the date on which TrueFullstaq has received the written notice of termination by registered mail.
3. Even after notification of termination, the Client is obliged to comply with all (due) payment obligations, including but not limited to obligations and costs arising from Upgrades, Downgrade, and the termination.
4. It is the responsibility of the Client to take into account that the data and the like of the Client (or others) that are in the Services are given the correct destination or to ensure that migration can take place when a Service or Agreement is terminated. To this end, Client may, upon termination of the Agreement, request TrueFullstaq to make a copy of then available data software, and the like, or to assist with migration for a fee, which TrueFullstaq determines on the basis of the then applicable rates and prices. TrueFullstaq determines the planning, the file format and the way in which the copy is made and/or migration takes place and the parties provide each other with reasonable cooperation.
5. If Client, upon or shortly after notification of termination, does not request TrueFullstaq for a copy of then available data, software, and the like, or to assist with migration, TrueFullstaq is entitled to remove all data, software, and the like after the end date of the Agreement. The Client, the parties involved or the owners thereof cannot derive any rights vis-à-vis TrueFullstaq from the removal, actions and the consequences thereof, and the Client indemnifies TrueFullstaq against claims from third parties against TrueFullstaq in this respect.
6. In addition to the continued existence of payment obligations of Client towards TrueFullstaq, a termination by Client has no effect on obligations that by their nature are intended to continue after the end of the Agreement, such as but not limited to liability, intellectual property rights, confidentiality and competition. Termination does not entitle the Client to a refund of amounts already paid nor does it lead to a reduction in the fees (already) due. There is also no right to set-off or compensation for any cost savings on the part of TrueFullstaq as a result of the termination.
7. No later than the day preceding the day on which the Agreement expires, the Client will vacate the Location and deliver it in the condition as it was delivered to the Client at the start of the Agreement, including the surrender of all keys, tokens, passwords and full cooperation with a final inspection of the Location.
8. If Client fails to vacate the Location, and/or physical racks, etc., TrueFullstaq has, after a reasonable period of time, the right to partially or completely remove and store Client's equipment, whereby any storage costs may be charged to Client. TrueFullstaq will then inform Client of this within a reasonable period of time at the last known address and set a final term within which Client can pick up the equipment at its own expense and risk. After the expiry of that period,

TrueFullstaq acquires full ownership of the equipment including data, software and the like and is entitled to sell or auction it.

14. Suspension and dissolution

1. The Client is not entitled to withdraw except insofar as this is laid down in writing in the Agreement or follows from mandatory legislation.
2. If Client has already received Services or parts thereof at the time of the dissolution or withdrawal, these Services and the related payment obligation will not be subject to cancellation, unless Client proves that TrueFullstaq is in default with respect thereto. Amounts that TrueFullstaq has invoiced prior to the dissolution in connection with the Agreement, and work that TrueFullstaq has already properly performed, prepared or delivered, remain fully due and payable and become immediately due and payable at the time of the dissolution.
3. Suspension or dissolution by TrueFullstaq will take place as provided in the Agreement, the Terms and Conditions or the law. Furthermore, TrueFullstaq is always entitled to suspend its obligations under an Agreement and/or to terminate the Agreement in part or in whole if Client does not comply with agreed obligations, including but not limited to financial, or technical or other obligations as set out in a Module. If TrueFullstaq proceeds to suspension or dissolution on the grounds referred to in this article, TrueFullstaq is not obliged to compensate for damage and costs arising therefrom in any way or compensation, while Client, on account of breach of contract, is obliged to pay compensation or indemnification.
4. Client can only terminate the Agreement on the basis of an attributable failure of TrueFullstaq in the fulfilment of essential obligations under this Agreement, after Client immediately and properly gives TrueFullstaq notice of default in writing, setting a reasonable period to remedy the shortcoming, and TrueFullstaq continues to attributably fail to comply with its obligations even after that period, unless compliance is no longer possible at all. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that TrueFullstaq is able to respond adequately. Other rights of the Client to dissolution, regardless of the ground on which they are based, are excluded.

15. Liability

1. The liability of TrueFullstaq for direct damage suffered by Client as a result of an attributable shortcoming in the fulfilment by TrueFullstaq of its obligations under an Agreement with Client, or due to an unlawful act of TrueFullstaq, its employees or third parties engaged by it, is limited to the amount that Client has paid to TrueFullstaq on the basis of the Agreement (excluding VAT) over a period of 12 months prior to the Agreement to the occurrence of the damage, up to a maximum of €50,000 per year, regardless of the number of events.
2. Any limitations or exclusions of liability of TrueFullstaq included in the Agreement will lapse in the event of intent or deliberate recklessness on the part of Supplier's management, or death or bodily injury.
3. Liability of TrueFullstaq for indirect damage is excluded. Indirect damage is in any case, but not exclusively, understood to mean: consequential damage, loss of profit, lost savings, reduced goodwill, loss or impairment of confidentiality, authenticity or availability of (company or personal) data and damage due to business interruption, reputational damage and damage due to claims by third parties.

4. Except in the cases mentioned in this article, TrueFullstaq has no liability for damages, regardless of the ground on which an action for damages would be based.
5. The liability of TrueFullstaq due to an attributable failure in the performance of the Service only arises if the Client immediately and properly gives TrueFullstaq notice of default in writing, setting a reasonable period to remedy the shortcoming, and TrueFullstaq continues to imputably fail to comply with its obligations even after that period, unless compliance is no longer possible at all. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that TrueFullstaq is able to respond adequately.
6. A condition for the existence of any right to compensation is always that Client reports the damage to TrueFullstaq in writing and by registered mail within as soon as possible, but within a reasonable period of time after it has arisen, and takes all available measures so that the damage can be limited as much as possible. Any claim or claim against TrueFullstaq shall lapse after twenty-four months after the occurrence of such claim.
7. Client indemnifies TrueFullstaq against all claims from third parties due to product, legal or contractual liability as a result of a defect in the Service that was delivered by Client to a third party and that also consisted of (Elements of) Services, rights or related information delivered by TrueFullstaq.
8. Limitation and exclusion of liability for TrueFullstaq in Quotations or the General Terms and Conditions also apply to guarantees provided by TrueFullstaq, accepted liability, indemnities and for fines of all (legal) persons, suppliers that TrueFullstaq uses in the Services or in the context of the execution of the Service.

16. Overpower

1. TrueFullstaq is not obliged to fulfill any obligation or guarantee towards Client if it is prevented from doing so as a result of a circumstance that is not due to fault, and is not for its account under the law, a legal act or generally accepted practice.
2. Force majeure is understood to mean, in addition to what is understood in this regard in the law and jurisprudence, all external causes, foreseen or unforeseen, over which TrueFullstaq cannot exert any influence, but as a result of which TrueFullstaq is unable to fulfil its obligations, such as: government measures, amendments to or introduction of new treaties, synflood, disruption in public networks or private networks of Client, users or visitors, or cyber attack, vandalism, hacking, DoS or DDoS attacks, war, terror, blockage in transport, strike, inaccuracies and defects in prescribed by the Client (equipment, software, information, persons third parties), stagnation in supply, fire, flood, import and export restrictions and in the event that TrueFullstaq is not enabled to deliver by its own suppliers, regardless of the reason for this, as a result of which compliance with the TrueFullstaq cannot reasonably be required.
3. TrueFullstaq may suspend the obligations under the Service during the period that the force majeure continues. If this period lasts longer than two months, either party is entitled to terminate the Service, without obligation to compensate the other party for damages.
4. Insofar as TrueFullstaq has already partially fulfilled its obligations under the Service at the time of the occurrence of force majeure or will be able to fulfil them, and the part that has been fulfilled or is to be fulfilled has independent value, TrueFullstaq is entitled to invoice the part already fulfilled or to be fulfilled separately. The Client is obliged to pay this invoice.

17. Retention of title and excess

1. Rights, such as but not limited to the transfer of intellectual property rights, are granted to Client under the suspensive condition that Client pays the agreed fees in full and on time. All other legal remedies will remain applicable at least until Client has made full payment of the total agreed fees, the Services delivered and to be delivered will remain the property of TrueFullstaq.
2. The Client's own risk will in any case, but not exclusively, include defects and damage arising from or (in)directly resulting from:
 - a. intent or gross negligence on the part of the Client or (end) users;
 - b. incompetent or incorrect use by the Client, its users or customers;
 - c. wear and tear and damage to hard drives and storage mediums caused by normal use or by very intensive use;
 - d. failure to perform timely, periodic, or adequate maintenance;
 - e. maintenance performed by Client or by third parties, without prior permission from TrueFullstaq;
 - f. exposing a Service to extreme (climate) conditions;
 - g. failure or inadequate provision of the requirements of the Client's premises for the installation and proper functioning of equipment, including measures for temperature, humidity, dust freedom, heat output, power and maximum fluctuations of the mains voltage, floor load, dimensions and spacing, environment, air conditioning installations, electrical and digital connections, vibration tolerances and other requirements;
 - h. exposure to voltages other than those prescribed or customary;
 - i. in the event of external calamities such as fire, lightning, water damage, fall or impact damage, loss of mains voltage and connection to networks and other external causes;
 - j. programming code added and/or used in any way by the Client or third parties on Products, such as viruses, (il)legal software, spy or malware, apps, trojans, rootkits and other unwanted or injected code.

18. Intellectual Property Rights

1. All intellectual and industrial property rights to all information, software, analyses, designs, documentation, advice, reports, quotations and documents, as well as preparatory material thereof developed or made available in the context of the Service, are exclusively vested in TrueFullstaq or the rightful owners of Elements.
2. Unless the parties in the Service explicitly agree otherwise, the Client will only acquire the rights of use and powers that arise from the purport of the Service or Element and that are thereby granted in writing in the Agreement. For the rest, Client will not reproduce or publish Services, Elements or other protected works, or otherwise distribute or use them.
3. Client hereby grants an unlimited, non-revocable license to TrueFullstaq to distribute, store, pass on or copy all materials, (personal) data, software, distributed by Client through the Services of TrueFullstaq, worldwide, without being obliged to pay a fee or royalty, in any manner deemed appropriate by TrueFullstaq, but only to the extent that this is reasonably necessary for the purpose of the performance of the Agreement by TrueFullstaq.
4. If a party, or a third party, makes functional improvements or other changes to Services or Elements, the intellectual property rights and other rights resting thereon remain

unchanged in this case with TrueFullstaq or the rightful owner of Elements or the third party entitled party. If the aforementioned rights do not rest with TrueFullstaq or the rightful owner of the element, Client will take care of the transfer of the aforementioned rights to TrueFullstaq or the rightful owner of that element free of charge.

5. The intellectual property rights, industrial property rights and other rights of a Service or Element, or a part thereof, can only be transferred to Client by means of a written deed if TrueFullstaq has these rights.
 1. The Client is not permitted to remove or change any indication regarding copyrights, trademarks, trade names or other intellectual property rights from the materials, including indications regarding the confidential nature and secrecy of the materials.
 6. TrueFullstaq is permitted to take technical measures to protect Services. If TrueFullstaq takes or implements these measures for safety or to prevent abuse, Client is not allowed to abuse, break, remove or evade these measures.
 7. Any use, reproduction or publication of the materials that falls outside the scope of the Service or granted rights of use is considered a copyright infringement. Client will pay a penalty of EUR 2,500 (in words: twenty-five hundred euros) per day per infringing act to TrueFullstaq, without prejudice to the right of TrueFullstaq to be compensated for its damage caused by the infringement or to be allowed to take other legal measures to have the infringement terminated.
 8. TrueFullstaq has the right to use the knowledge gained by the execution of a Service on its side for other purposes as well, insofar as no strictly confidential information of Client is brought to the knowledge of third parties.

19. Confidentiality

1. Parties shall keep confidential information they provide to each other before, during, or after the performance of the Service where such information is marked as confidential, or where the receiving party knows or should reasonably suspect that the information was intended to be confidential, such as trade secrets.
2. Confidential information may only be used for the performance of the Service concluded between the parties, unless this is necessary for the proper performance of the Service or a party is obliged to do so pursuant to a legal provision or court order. In that case, the party will make every effort to limit the knowledge of the confidential information as much as possible, insofar as this is within its power.

20. Staff

1. With due observance of the provisions of the Secondment Module, Client is not permitted to employ employees of TrueFullstaq or to have them work for him in any other way, directly or indirectly, as long as the Service between the parties continues, as well as one year after its termination, without prior written permission from TrueFullstaq. In this context, employees of TrueFullstaq are understood to mean persons who are employed by TrueFullstaq or of one of the companies affiliated with TrueFullstaq or who were employed by TrueFullstaq or of one of the companies affiliated with TrueFullstaq no longer than six months ago.

21. Privacy

1. TrueFullstaq offers Services that allow Client to store, access and process data. Services of TrueFullstaq do not (or exceptionally) include manual processing of individual (personal) data in a database of/for Client. If personal data is processed, each party will comply with the applicable regulations, which may include the General Data Protection Regulation (GDPR) and any obligations arising from it.

2. TrueFullstaq's policy is to offer an adequate level of protection for Services to all its Clients and data subjects insofar as they are located in the systems or infrastructure of TrueFullstaq. In order to be able to operate effectively in the field of privacy and information security, TrueFullstaq uses a uniform approach and set of agreements that are laid down in the [Privacy Information Leaflet](#), attached to this Module of the General Terms and Conditions. This makes agreements that are necessary to comply with the provisions of Article 28 GDPR in most cases where TrueFullstaq processes personal data for Client. For example, TrueFullstaq offers one set that is legally sufficient, while the Client is free to purchase higher quality Services and/or more far-reaching (protection) measures from TrueFullstaq if the Client deems this desirable with a view to privacy or security.

22. Artificial Intelligence

1. The parties can lay down agreements about the use and application of AI in an Agreement.
2. Client realizes and accepts that the application and use of generative AI (artificial intelligence models that can independently create information and works such as text, audio, images, computer code and videos and/or make independent decisions) within Services and/or in the case of services provided by TrueFullstaq, is permitted, if Client takes sufficient care and complies with the applicable legal obligations, the Agreement and the General Terms and Conditions.
3. The entry or processing of training data, information, personal data or works in AI by Client may not infringe on rights, contractual obligations of TrueFullstaq, rights of data subjects or the rightful owners of those works.
4. If Client uses AI, TrueFullstaq is not obliged or responsible for determining, implementing or evaluating the obligations that the preparation or deployment of the AI entails or may entail, such as but not limited to importing, installing, distributing AI, risk management, taking and complying with risk management measures, providing information, verifying the input, suitability of the AI and training data, creating and maintaining documentation or logs, the information created, works and data and their application. The aforementioned is the sole responsibility of the Client.
5. It is prohibited to integrate Services with Client's generative AI, software or services in such a way that TrueFullstaq becomes part of it, is given a role as an operator, or thereby creates (a risk of) damage, claims or government enforcement against TrueFullstaq. In that case, TrueFullstaq is entitled to take action, such as contacting Client and/or demanding that the use of AI be discontinued, changed or terminated, and Services.
6. Client is obliged to provide complete and clear insight into the way in which AI systems used or controlled by it are set up or applied to or in connection with the Services of TrueFullstaq at the first request of TrueFullstaq. This includes prompt structures, model configurations, input sources, processing mode and generated output.
7. Client guarantees that no AI application will be used in a way that: (a) is in conflict with applicable laws and regulations (including the GDPR and the AI Act), (b) leads to unwanted processing of data or disruption of systems within the infrastructure of TrueFullstaq; or (c) causes misleading, risky, or manipulative outcomes that detract from TrueFullstaq's service or reputation.

23. Support

2. Client can at all times call on TrueFullstaq for technical support in accordance with Service. Employees of

TrueFullstaq can be reached outside office hours (from 17:00 to 9:30) via a Malfunction (telephone) number or agreed contact method. The use of the above-mentioned telephone number is only reserved for emergencies such as urgent serious disruptions with a major impact (mission critical/highest priority). If TrueFullstaq judges that an appeal outside office hours does not fall under this, the time and activities involved will be charged as additional work at the current rates.

3. The assessment of the severity of the malfunction, situation and impact will be reported by Client upon first contact (upon request), but determined and/or adjusted by TrueFullstaq. TrueFullstaq employees reserve the right to postpone requests submitted after office hours that are not demonstrably an emergency until the next business day, unless otherwise agreed in writing.
4. By calling +31 20 305 9750 or using the e-mail address helpdesk@TrueFullstaq.nl, TrueFullstaq provides the agreed regular support for Services to Client, consisting of providing verbal (telephone) and written support with regard to the use and operation of the Services. Support can consist of a reference to documentation, or a work-around.
5. Unless otherwise agreed in the Service, support is only available to administrators and administrators of the Client, and therefore not to end users, customers or third parties.
6. Depending on the type of work, costs will be charged according to the agreed or current prices or rates of TrueFullstaq. Upon request, Employees of TrueFullstaq will determine whether and whether the desired support is included in the agreed Service, or can be regarded as Consultancy or advice, additional work. Client may request an estimate in time and costs, while TrueFullstaq may postpone the requested work and confirm until receipt of written agreement for the estimate/confirmed assignment or conditions by Client, without this being able to lead to any liability or obligation to pay compensation on the part of TrueFullstaq.
7. TrueFullstaq is benevolent and strives to help Client but is not obliged to provide support for Services or Elements free of charge, when this is not explicitly included in the Service or Service. Non-committal support also does not include unnamed maintenance work, such as server reboots, installing, configuring operating systems, monitoring, obtaining or installing service packs, upgrades and updates of software, Elements, hardware and other extensive management. The foregoing does not affect the fact that TrueFullstaq may, at its discretion and on the basis of obligations or with a view to the operation of Services, proceed with preventive or unplanned maintenance.
8. Client cannot claim the knowledge and availability of employees of TrueFullstaq, nor can Client hold TrueFullstaq liable for incidents, damage or claims that have arisen from advice or support provided by TrueFullstaq, insofar as this has not been agreed.

24. Changes to Terms and Conditions

1. TrueFullstaq is always authorized to make changes, additions and innovations in this Module or the other Modules, the General Terms and Conditions of TrueFullstaq. The amended General Terms and Conditions TrueFullstaq will take effect within 30 (thirty) days of the date of the change, unless the person who validly represents the Client when entering into Service Agreements before that time objects in writing. In that case, the parties will enter into consultations and the current version will continue to apply until the next extension of the Service or Service.
2. TrueFullstaq will announce the amended (Module of the) General Terms and Conditions by sharing them with Client, for example via the online environment of a Service or the

general website of TrueFullstaq, or by e-mail, at the discretion of TrueFullstaq. It is the responsibility of the Client to monitor these Locations.

3. Changes of minor importance or changes that have a positive effect on the Client can be implemented at any time without the possibility of objection as stipulated in paragraph 1 applying.

25. Final provisions

1. This Service is governed by Dutch law.
2. Insofar as the rules of mandatory law do not prescribe otherwise, all disputes that may arise as a result of this Service will be submitted to the competent court in Amsterdam.
3. For the purposes of these Terms and Conditions, "written" includes e-mail and communications by fax, provided that the identity and integrity of the e-mail or fax is sufficiently established.
4. The Client must take care of the communication or support of its customers, end users and staff. TrueFullstaq is not responsible for this.
5. The version of any communication, administration and measurements taken (monitoring) regarding the Service(s) received or stored by TrueFullstaq are authentic and compelling evidence, subject to evidence to the contrary to be provided by Client.
6. Client shall always immediately inform TrueFullstaq in writing of any changes in name, postal address, e-mail address, chamber of commerce number, telephone number, account number and, where necessary or requested by TrueFullstaq, other contact details.
7. Each Party is only entitled to transfer its rights and obligations under the Service to a third party with the prior written consent of the other Party.
8. The General Terms and Conditions have been drawn up in Dutch and in English. The Dutch text is binding in the event of any difference in content or purport.

PRIVACY LEAFLET

- a. If TrueFullstaq is the processor in the performance of a Service personal data and the Client is the controller, then TrueFullstaq limits the processing of personal data to the extent reasonably necessary for the proper performance of the Services and, in connection with the performance of the Service, the reasonably necessary to comply with a legal obligation, a request from the data subject/entitled party or government agency.
- b. In the context of Client's purposes, it instructs TrueFullstaq to process data including personal data (including, for example: collecting, storing, making, processing, deleting, transporting or exporting, reproducing, disclosing or disclosing personal data) and indemnifies TrueFullstaq against any claims or consequences arising therefrom. The Client will ensure that the purposes and processing are always based on legitimate bases (Article 6 GDPR) and will check whether the Service is suitable for this purpose before the start of the Service and processing. As a processor, TrueFullstaq has no control over the purpose and means of the processing, does not make any independent decisions about the receipt and use, the provision to third parties and the duration of the storage of personal data. Determining and effectuating this is the sole responsibility of the Client.

- c. Client allows TrueFullstaq to process the (personal) data for purposes related to the proper provision of the Service: keeping administration, providing technical and operational management, information security, investigation in case of suspected wrongdoing, incident follow-up or enforcement of rights, certification and audits, analysis aimed at the operation and improvement of the Service, and processing for the purpose of invoicing and communication with the Client regarding the Service.
- d. When processing personal data, the Client guarantees that it has a truthful data register and all documents required by law for the processing of personal data, such as but not limited to categorisation of personal data, data subjects, purposes, processing time, processing and measures. Data subjects to whom personal data relates may include: representatives and end users, employees, contractors and customers of the Client, as well as individuals who attempt to communicate with or transfer personal information to users of the Client's services. In the event of instructions, Quotations, or for an investigation by TrueFullstaq, Client will provide TrueFullstaq with the relevant access and necessary information about it on its own initiative or on first request.
- e. Client allows TrueFullstaq to use sub-processors to process personal data for a Service, subject to applicable privacy legislation. The choice for sub-processors and third parties rests with TrueFullstaq, but TrueFullstaq offers Client the opportunity to Upgrade or purchase another Service in consultation against the conditions and fee then applied by TrueFullstaq.
- f. TrueFullstaq ensures that its employees and third parties under its authority are obliged to observe the confidentiality of the personal data of clients during their work, or have a legal obligation of confidentiality. The Client has technical and organisational measures in place to ensure that persons who gain access to the environment in which the personal data are located are entitled to do so are obliged to process it with due care, lawfully.
- g. TrueFullstaq has data centers in the Netherlands and TrueFullstaq strives to the extent that it has reasonable influence on this to allow the processing of personal data to take place within the European Economic Area (EEA). Firstly, the Client acknowledges and accepts that export does not include the usual data traffic between parties, whether or not via public or private networks (internet). Secondly, Client acknowledges and accepts that a Service may include a service or element of a third party, such as a secure environment or service of, for example, Microsoft, Amazon or Google. They have certifications and/or are affiliated with a data privacy framework, and/or are located in a country for which the European Commission has adopted an adequacy decision, so that they can process personal data in a secure manner. In that case, the Client understands and allows personal data to be processed or exported worldwide through that third party's environment or service, insofar as this is in accordance with the applicable terms and conditions and working methods of that third party.
- h. TrueFullstaq follows the reasonable written instructions of Client for the processing of personal data. The Client shall ensure that they are timely, legitimate and sufficiently detailed with a view to their proper execution. In accordance with Service, or in the absence thereof at the standard hourly rates of TrueFullstaq, Client will reimburse the costs incurred by TrueFullstaq for carrying out the instructions, except for deviating written agreements in this regard.
- i. If a party suspects that a processing violates applicable law, rights of data subjects or rights of parties, or the purposes of the processing, it will consult with the other party to share this suspicion and, if necessary, agree on adjustments to the

- instruction or purpose so that this processing can be carried out.
- j. TrueFullstaq has a certified security policy with technical and organizational measures that is periodically tested in order to provide an appropriate level of security for its services. The policy includes measures to prevent loss, unlawful processing, unauthorized access, damage, alteration or disclosure of personal data. The controller is familiar with the purposes and is responsible for determining whether the level of protection offered (of the Services) of TrueFullstaq guarantees an adequate level of protection, or bears the sole responsibility for the confidentiality, integrity and availability of (personal) data that it allows TrueFullstaq to process, except for explicit deviations in the Service.
- k. Client acknowledges that the certification of TrueFullstaq's security policy constitutes an adequate and appropriate mechanism to determine whether TrueFullstaq provides an appropriate level of security for its purposes and to verify that TrueFullstaq complies with this policy, in order to meet its legal accountability obligations. Upon request, TrueFullstaq will provide a statement (management report) or evidence showing that TrueFullstaq has a tested and certified security policy. Any statement and report provided in this regard is considered confidential information that may only be distributed or shared with third parties with the permission of TrueFullstaq and/or the auditor.
- l. Only in the event that Client convincingly demonstrates that the information provided in the previous paragraph is not sufficient to comply with its legal obligations, or that there is reasonable doubt on the basis of evidence that TrueFullstaq does not comply with a specific obligation in its capacity as processor, Client can have an audit carried out once a year for that limited purpose by an independent auditor who is bound by confidentiality and the relevant NOREA guideline. The audit is limited to testing an objective, technical or organizational measure to be jointly agreed upon by the parties, avoids or minimizes the processing of personal data and never extends to data of other clients or third parties, nor to trade secrets or confidential data of TrueFullstaq that are not inextricably related to the purpose of the audit. Client is responsible for all costs associated with such audit, including all reasonable costs for the time spent by TrueFullstaq on such audit, in addition to the usual fee for the Service. Apart from this derived audit control, the Client does not have any independent or more far-reaching right to audit or control.
- m. TrueFullstaq will inform Client's contact person without unreasonable delay in the event of a reasonable suspicion that a breach has occurred in the processing of personal data by TrueFullstaq for Client that can be classified as a data breach (Article 4 paragraph 12 GDPR). In any case, it is the responsibility of the Client (or at least the controller) to determine whether there has been a data breach and whether notification to an authority is necessary. If necessary, Client will ensure that timely notification to authorities and data subjects (Articles 33 and 34 GDPR) takes place, whereby TrueFullstaq will provide reasonable support upon request by providing the required information for that communication, provided that TrueFullstaq has this information and Client reimburses the costs of TrueFullstaq that are involved in this cooperation. This required information includes the nature and extent of the data breach, the (alleged) cause, known and probable consequences for data subjects, the measures already taken and to be proposed. In the event of a data breach, the parties will work together to ensure that it is dealt with adequately, insofar as the given circumstances reasonably permit. The parties will maintain each other's interests and reputation when communicating (to data subjects, authorities and third parties) if possible.
- n. The parties shall respect the legal rights of the data subjects whose personal data are processed, such as requests for access, modification, deletion, objection to certain or further processing of personal data and a request for the transfer of the personal data. Except for explicitly deviating agreements in the Service, TrueFullstaq is not familiar with those involved, nor with the goals and activities of Client. The Client is fully responsible for the timely and correct processing of requests with regard to (personal) data, such as inspection, modification or deletion. In the event that a data subject submits a request to TrueFullstaq, it will forward the request without delay to Client, which will independently ensure that the request is handled within a reasonable period of time. TrueFullstaq may inform the data subject that the request has been forwarded. If it appears that the Controller needs assistance from TrueFullstaq for the execution of a request from a data subject, TrueFullstaq may charge costs to Client for this.
- o. To prevent disputes, Client acknowledges that TrueFullstaq has sufficiently complied with a request to delete/change (personal) data, or to act under this article, and cannot extend a request (to adjust) situations where: (a) a user has shared it with others as part of a service and the other has copied it, (b) TrueFullstaq has already granted rights prior to the request, or (c) TrueFullstaq is legally obliged to retain or share the (personal) data with others, and (d) (personal) data remain present in the standard term of TrueFullstaq's backup and systems. Client accepts that in cases (a) to (d) (personal) data will continue to exist, will be processed for the integrity of the system, for the rights and limitations that have arisen, legal obligations and that there will be a reasonable proportional relationship to the request made and the effort that may be required of TrueFullstaq in the execution thereof and the reasonable conditions to be set by TrueFullstaq.