eValue8 Terms of Use
SaaS and Online Services

1. Scope and applicability

1.1 These Terms of Use apply to the use of the SaaS and online services provided by eValue8 B.V. (the "Services").

1.2 The natural person or legal entity that acquires a Service is referred to as the "Customer". Persons who use a Service with the Customer's permission or under the Customer's responsibility are referred to as "Users". The Customer is responsible for ensuring that its Users comply with these Terms of Use.

1.3 Additional or different terms may apply to a Service, for example in a quotation, order, subscription agreement, selected plan or online ordering process. In the event of a conflict, those specific terms take precedence over these Terms of Use.

1.4 Where the NLdigital Terms and Conditions apply to the legal relationship between the parties, these Terms of Use supplement them. In the event of a conflict, these Terms of Use take precedence, unless the specific terms provide otherwise.

1.5 The applicable privacy arrangements and, where relevant, the data processing agreement also apply to the processing of personal data. To the extent that those documents specifically govern the processing of personal data, they take precedence over these Terms of Use.

1.6 Where the Customer is a consumer, these Terms of Use do not affect any rights the Customer has under mandatory consumer law.

2. Accounts, access and security

2.1 The Customer is responsible for managing accounts, Users, roles and access rights and must ensure that only authorised persons have access to the Services.

2.2 Login credentials are personal and confidential and must not be shared with persons for whom they are not intended. The Customer and its Users must use strong passwords and apply additional security measures where eValue8 makes such measures available or requires them for the relevant Service.

2.3 The Customer is responsible for the use of its accounts. eValue8 may assume that actions performed through a valid account are carried out under the Customer's responsibility, unless the Customer has notified eValue8 of actual or suspected unauthorised use. Any suspected misuse, loss of login credentials or unauthorised access must be reported to eValue8 without delay.

2.4 For support, maintenance, security, troubleshooting and administration purposes, authorised eValue8 personnel may, where necessary, access administration environments, configurations and systems. Information obtained in this way will be treated as confidential and personal data will be processed in accordance with the applicable privacy arrangements.

2.5 eValue8 employees do not have access to Users' passwords.

3. Use of the Services

3.1 The Services may only be used for their intended purpose and in accordance with the agreed terms, available documentation and applicable laws and regulations.

3.2 The Services must not be used to: (a) infringe the rights of eValue8 or any third party; (b) process or distribute unlawful, misleading or harmful content; (c) disclose confidential information without authority; (d) circumvent security measures or obtain unauthorised access; (e) distribute malware or other harmful code; or (f) disrupt the operation, security or availability of the Services or of systems belonging to eValue8 or third parties.

3.3 The Customer must not take any action that places a disproportionate or unusual load on the Services or infrastructure, unless such use forms part of the agreed Service.

3.4 eValue8 may take reasonable measures to prevent or stop misuse, unlawful use, security risks, damage or serious disruption.

4. Content, data and settings

4.1 The Customer is responsible for the content, data, settings, choices and instructions entered, uploaded, published, displayed or otherwise processed through the Services by the Customer or its Users.

4.2 The Customer warrants that it has all rights, consents and authorisations required to use such content and data.

4.3 eValue8 is not responsible for the content, accuracy or lawfulness of content or data supplied by the Customer or third parties, or for the consequences of choices or configurations made under the Customer's responsibility, except to the extent that these result from a breach attributable to eValue8.

4.4 If, in eValue8's reasonable opinion, content or use is unlawful or poses an immediate risk to persons, systems or third parties, eValue8 may block or remove the relevant content or functionality to the extent necessary. Where the circumstances allow, the Customer will be informed.

5. Personal data

5.1 Personal data may only be processed through functionality intended for that purpose and only where the Customer is entitled to process the data concerned.

5.2 Special categories of personal data, identification data and other sensitive personal data may only be processed through functionality specifically designed for that purpose and must not be entered, published or displayed in parts of a Service that are not intended for such data.

5.3 Where eValue8 processes personal data on behalf of the Customer, the applicable privacy arrangements and, where relevant, the data processing agreement apply. Where eValue8 acts as controller for a processing activity, the eValue8 Privacy Statement applies.

5.4 When using integrations with external systems, the Customer is responsible for having the authority to process the relevant data through the integration and for settings under the Customer's control.

6. Subscriptions, credits and usage

6.1 A Service may be supplied on the basis of a subscription, credits, usage-based charging ("usage"), or a combination of these.

6.2 The applicable price, term, billing arrangements, renewal, cancellation, included usage and any usage limits are determined when the Service is acquired. Specific terms agreed in relation to these matters take precedence over these Terms of Use.

6.3 Where no separate contract term has been agreed for a recurring Service, the period for which the Service is paid in advance constitutes the usage period. The Service may be cancelled during that period, in which case it will end at the end of the current usage period. It will then not be renewed or invoiced for a subsequent period.

6.4 Credits may be purchased separately or included in a subscription or plan. Credits may be used for the Services, functionality or content for which they are made available.

6.5 Usage exceeding an included allowance may be charged separately or deducted from credits where this is specified for the relevant Service.

6.6 Credits may be subject to an expiry period. The applicable price, quantity or value of credits, the number of credits required, any usage limits, the validity period and the method of charging will be specified for the relevant Service.

6.7 Fees already paid for a current usage period and credits already purchased are non-refundable, in whole or in part, and cannot be redeemed for cash, unless otherwise agreed or required by mandatory law.

7. Availability, maintenance and changes

7.1 eValue8 will use reasonable efforts to ensure the proper and secure operation and availability of the Services. Any specific availability commitment or service level applies only where separately agreed.

7.2 eValue8 may carry out maintenance and may temporarily restrict the availability of a Service for that purpose. Planned maintenance expected to have a noticeable impact will, where possible, be announced in advance. Emergency maintenance and maintenance required due to faults or security risks may be carried out without prior notice.

7.3 eValue8 determines the content, functionality and further development of the Services and may modify, expand or replace them. The Customer and Users may submit requests and suggestions, but eValue8 is under no obligation to implement them or to develop, modify or maintain specific functionality. Any additional rights or obligations relating to such changes under the applicable agreement or general terms and conditions remain unaffected.

7.4 The operation of a Service may depend on internet connections, hardware, operating systems, browsers, networks, integrations, APIs or third-party services. eValue8 is not responsible for failures or deficiencies caused by facilities or services outside its responsibility.

8. Intellectual property and right of use

8.1 All intellectual property rights in the Services, software, interfaces, documentation and materials made available by eValue8 or its licensors remain vested in eValue8 or the relevant rights holder.

8.2 The Customer is granted only the right of use required to use the Service in accordance with the agreed terms for the applicable usage or contract period. Unless otherwise agreed, this right is non-exclusive and non-transferable.

8.3 Except to the extent permitted by mandatory law, the Customer may not copy, modify, decompile, reverse engineer, sublicense, resell or make the software or any part of the Services available to third parties outside the agreed use.

8.4 Rights in content and data supplied by the Customer remain with the Customer or the relevant rights holder. eValue8 may use and technically process such content and data only to the extent necessary to provide the Service and in accordance with the applicable privacy arrangements.

9. Support and technical data

9.1 eValue8 may process technical data and logs for the provision, security, monitoring, troubleshooting, support and continuity of the Services, subject to the applicable privacy and security arrangements.

9.2 When requesting support, the Customer must provide only the information necessary to handle the request and should avoid providing special categories of personal data or other sensitive personal data unless this is necessary.

9.3 The Customer must provide reasonable cooperation in investigating faults, incidents and security issues relating to its use of the Services.

9.4 Where necessary for support, maintenance, troubleshooting, security or functionality testing, authorised eValue8 personnel may access the Customer's management environment, configuration or systems. Any information accessed for these purposes will be treated as confidential and used solely for the relevant purpose.

10. Suspension and termination of use

10.1 eValue8 may restrict or suspend access to a Service in whole or in part in the event of misuse, a serious or repeated breach of applicable terms, a security risk or non-payment, insofar as this is reasonable in the circumstances.

10.2 Where the circumstances allow, eValue8 will first give the Customer a reasonable opportunity to remedy the cause. eValue8 may act immediately in urgent situations.

10.3 Suspension does not affect payment obligations or any other rights of eValue8 to the extent that the cause of the suspension is attributable to the Customer.

10.4 The right to use a Service ends when the applicable agreement, order, subscription or usage period, or other right of use, ends. The agreed terms governing duration, renewal and cancellation remain fully applicable.

10.5 Following termination, access to accounts and data may be discontinued and data may be deleted in accordance with the applicable terms and statutory retention obligations. The Customer is responsible for securing in good time any data it requires after termination, to the extent that the relevant Service provides an option to export that data.

11. Liability and third-party claims

11.1 eValue8's liability is governed by the liability provisions in the applicable general terms and conditions and any specifically agreed terms. These Terms of Use do not create any additional or broader liability for eValue8.

11.2 The Customer indemnifies eValue8 against third-party claims arising from content supplied by the Customer, unlawful use of the Services or infringement by the Customer of third-party rights, except to the extent that the claim results from a breach attributable to eValue8.

11.3 Nothing in these Terms of Use excludes or limits liability to the extent that such exclusion or limitation is prohibited by mandatory law.

12. Changes to these Terms of Use

12.1 eValue8 may amend these Terms of Use where there is a reasonable basis for doing so, including changes to the Services, applicable laws and regulations, or security requirements.

12.2 Material changes will be announced in advance through the Service, on the website or by email, unless a change must take effect immediately because of applicable laws or regulations, security requirements or another urgent reason.

12.3 An amendment to these Terms of Use does not amend specifically agreed terms relating to price, contract term, billing, renewal or cancellation.

13. Final provisions

13.1 If any provision of these Terms of Use is void, voidable or otherwise unenforceable, the remaining provisions remain in full force and effect.

13.2 A failure to exercise a right immediately does not constitute a waiver of that right.

13.3 These Terms of Use are governed by Dutch law. Any dispute is subject to the dispute resolution provisions in the applicable general terms and conditions or specifically agreed terms. For consumers, this applies only to the extent permitted by mandatory law.