

GENERAL TERMS AND CONDITIONS OF MYDATA
Portbase B.V.

Article 1 Definitions

In these General Terms and Conditions of MyData (hereinafter: "MyData Terms") the terms and abbreviations used below are defined as follows, whereby terms and abbreviations in the singular may also be used in the plural:

- **Account:** the account to be created by a User via <https://www.iamconnected.eu/register>, which allows the User to access MyData and allows a User to offer and/or use various Data Services;
- **General Terms and Conditions of Portbase:** the most recent version of the General Terms and Conditions applied by Portbase, which are available on www.portbase.com;
- **API(s):** the application programming interface(s) with which Data and/or functionalities (can) be made available to Users;
- **Data:** the totality of data, including (business) information, trade names, (company) logos and/or word/picture marks, photos, etc. of Users in or on MyData, that the Data Owner or Data Provider makes available to (Data) Users through Data Services, whether or not through an API;
- **Data Owner:** the natural or legal person acting in the course of a profession or business who has registered as a User on MyData and has been accepted as such by Portbase, who is the owner of the Data that is offered and/or provided to Data Users on MyData through Data Services based on authorisation(s);
- **Data Provider:** the party offering and/or providing Data (Services) to Data Users through MyData, being either Portbase, the Data Owner him-/herself or a third party;
- **Data Services:** the Data Services offered by a Data Provider via MyData, including the Data made available in this respect;
- **Data User:** the natural or legal person acting in the course of a profession or business who has registered as a User on MyData and has been accepted as such by Portbase, who purchases Data (Services) from a Data Owner through MyData by means of a Data Provider on the basis of authorisation(s);
- **MyData:** Portbase's digital portal or platform, including the catalogue with Data Services - also called the market place - and any other application(s) designated for this purpose by Portbase on which Users (Data Owners) can offer their Data through Data Services and on which (Data) Users can purchase the Data through the relevant Data Services;
- **MyData Terms:** the present Terms and Conditions for Users with an Account on MyData;
- **Personal Data:** personal data as defined in the General Data Protection Regulation (GDPR);
- **Portbase:** the private limited company Portbase B.V., having its registered office in Rotterdam, registered in the business register of the Chamber of Commerce under number: 24338021;
- **Portbase Services:** the digital services provided by Portbase via www.portbase.com, including the Data made available

- **Privacy Statement:** in this respect; the applicable privacy statement of Portbase, which is published and can be viewed on its website www.portbase.com and on MyData;
- **User:** the Data Owner, the Data Provider, insofar as this is not Portbase, and the Data User who by registering as a User on MyData and accepting the MyData Terms has indicated he/she wishes to make use of MyData.

Article 2 Applicability

1. These MyData Terms, which have been deposited with the Chamber of Commerce in Rotterdam, apply to every use of MyData and/or the User's Account and to all Data Services, applications and Data that are offered or provided through Portbase's MyData, whether or not by means of an API. The provisions of Portbase's General Terms and Conditions also apply to these MyData Terms and Conditions, unless these MyData Terms expressly provide otherwise. In the event of a conflict between the provisions of these MyData Terms and the provisions of Portbase's General Terms and Conditions, the provisions of the MyData Terms shall prevail at all times.
2. These MyData Terms apply both to the legal relationship between Users and to the legal relationship between Portbase and Users, insofar as these MyData Terms do not expressly provide otherwise.
3. By ticking "**I agree to the General Terms and Conditions**" in the MyData screen, the User states that he/she agrees to the applicability of these MyData Terms, the electronic provision thereof and that this provision has taken place, and that he/she agrees to the registration and processing of login data in order to check for improper use and improve the service provided by Portbase.
4. The applicability of a User's or third party's own (general) terms and conditions is expressly excluded, unless Portbase has expressly agreed to their applicability and/or unless these MyData Terms expressly provide otherwise.
5. Subject to the provisions of paragraph 4 of this article and in case the User wishes to use or purchase Data Services through MyData, in addition to these MyData Terms, the Data Owner's own (general) terms and conditions, if any, applicable to the Data may also apply (provided that such general terms and conditions have been accepted by the Data User), on the understanding that:
 - in the event of a conflict between the provisions of these MyData Terms and the provisions of the Data Owner's or third party's own (general) terms and conditions to the Data or the Data Services, the provisions of these MyData Terms shall prevail at all times; and,
 - Portbase is not obliged to apply the relevant own (general) terms and conditions if and insofar as the relevant own (general) terms and conditions of a Data Owner or third party deviate from and/or conflict with the provisions of these MyData Terms and/or Portbase's General Terms and Conditions to such an extent that their application by Portbase and/or the provision of the service by Portbase cannot reasonably be demanded. In such case Portbase shall be entitled not to provide the relevant services and/or to suspend and/or cancel such services.
6. Portbase is entitled to alter or replace these MyData Terms at any time. Portbase shall inform the User of this by e-mail prior to the effective date. The User who does not wish to agree to the alteration or replacement may terminate the use of his/her Account or MyData before the effective date, with the result that Data Services and possibly Portbase Services can no longer be used, or can no longer be used in full.
7. These MyData Terms shall be provided to the User free of charge by e-mail or post upon request.

Article 3 Registration & User/Account obligations

1. A User gains access to his/her Account by means of the login data provided by the User. The User is responsible for its proper application.
2. A User must fill in all his/her (personal/company) data completely and truthfully and must ensure that changes in these (personal) data are reported to Portbase without delay. Portbase is not responsible for verifying the identity of Users.
3. A User is obliged to follow the instructions and directions given by Portbase regarding the use of his/her login data, his/her Account and/or MyData.
4. The Account and related login credentials are strictly personal and any rights arising therefrom are non-transferable and are intended solely for the User. The User must inform Portbase immediately in writing (by e-mail) and take effective measures (such as changing the password) as soon as the User knows or suspects that his/her login details have (possibly) come into the hands of a third party.

5. Through his/her Account, the Data User can log in to the Data Services offered by MyData. If the Data User has also accepted any applicable (own) terms and conditions of a Data Owner or Third Party for a Data Service, the Data User may use the relevant Data or Data Service(s). The offered Data Services for which the Data User has signed up and/or which he/she uses with corresponding authorisations can be found in MyData.
6. The User guarantees:
 - a) to ensure a secure internet connection and otherwise good security for (personal/company) data when the User makes use of his/her Account, MyData, Data Services and/or Portbase Services, in accordance with the state of the art and any additional conditions laid down by Portbase;
 - b) to create his/her Account in his/her own company name, as stated in the business register or, if the User is established outside the Netherlands, in the relevant national register for companies, and to pass on changes to Portbase without delay;
 - c) to use his/her Account and the Data Services and/or Portbase Services purchased by him/her exclusively in connection with his/her own (business) activities;
 - d) to use his/her Account exclusively in accordance with these MyData Terms and/or the General Terms and Conditions of Portbase, and to comply with all applicable legal obligations and not cause damage to other Users and/or third parties;
7. A User is not allowed to access or use/is prohibited from accessing or using MyData and/or Data Services and/or Portbase Services if the United States of America (US) and/or the European Union (EU) have established or imposed sanctions against the User. The foregoing also applies to other natural or legal persons affiliated with the User who has been placed on the sanctions list(s) of the US or EU authorities. Furthermore, the User shall not be permitted to provide his/her username and password to a third party and/or to transmit Data to any third party, including the User's customers, with respect to which the foregoing applies. The User shall be fully liable in case of breach of or non-compliance with this provision. The User indemnifies Portbase against any claims of other Users and/or third parties in this respect and for any resulting loss for Portbase and/or other Users.
8. Furthermore, the User is not allowed to abuse MyData and/or Data Services and/or Portbase Services, whether or not through third parties, or use such in an improper and/or unlawful manner, including but not limited to:
 - a) use that is pornographic, offensive and/or violent in nature;
 - b) use that is in any way contrary to public order and/or public decency;
 - c) discrimination on the basis of race, gender, religion and/or belief;
 - d) developing, promoting and/or recommending illegal activities in any way;
 - e) sending (or having sent) spam, unsolicited marketing communications or other information that is not in line with the policies of Portbase and/or MyData;
 - f) infringing the rights of persons in any way, including but not limited to intellectual property rights, privacy and/or personality rights of Portbase, (other) Users and/or third parties, or in any way infringing and/or acting in contravention of the provisions of these MyData Terms, the General Terms and Conditions of Portbase and/or the Privacy Statement;
 - g) modifying, duplicating, distributing, licensing MyData, Data (Services), the APIs and/or related applications and/or using them in any way that may harm the good name and/or reputation of Portbase, (other) Users and/or third parties;
 - h) uploading, posting or processing personal information or (personal) data, passwords and access codes of (other) Users in contravention of the provisions of these MyData Terms, the General Terms and Conditions of Portbase and/or the Privacy Statement;
 - i) reverse engineering, disassembling or decompiling, etc., in whole or in part, the source code, syntax and/or structure, sequence and/or organisation of the API and/or MyData and related applications;
 - j) bypassing security measures or technical restrictions of the APIs and/or MyData;
 - k) using MyData, the related applications and/or the APIs in any way that is harmful or unsafe for Portbase, (other) Users and/or third parties;
 - l) disrupting the user experience on MyData, including by modifying the house style, Portbase website or affiliated websites, apps or Data Services offered through MyData;
 - m) spreading a virus or other harmful computer code;
 - n) use that is otherwise in violation of applicable laws and/or regulations;
 - o) use that allows for all of the aforementioned aspects as mentioned in paragraph 8 (a) through (o) of this article.

9. Portbase does not apply a limit to the number of times that a (Data) User uploads Data provided by means of a document, on the understanding that Portbase is entitled at all times to set and/or adjust a limit in order to prevent improper, unlawful and/or excessive use and nuisance for other Users.
If Portbase discovers that there is improper, unlawful and/or excessive use as referred to above, Portbase shall make this known to the (Data) User in writing (by e-mail). Portbase assumes that the (Data) User will adjust his/her use accordingly without delay, failing which Portbase is entitled to take measures to limit the use of and/or access to the Data or the relevant Data Services and/or MyData and/or to block these temporarily, without prejudice to any other rights Portbase may have.
10. Portbase is at all times authorised to immediately take all measures in order to put an end to a breach of the provisions of these MyData Terms and/or to limit any resulting loss or damage, including the (temporary) restriction of and/or blocking of the use of and/or access to Data, Data Services and/or MyData or the (temporary) limiting or (temporary) blocking and/or closure or removal of an Account. This can be done in any case, not only in case of any suspicion of a breach of the obligations described in this article. This provision applies mutatis mutandis in the event that the User no longer uses his/her Account.
11. Portbase is not liable for any loss or damage that may arise from taking the measures referred to in this article.

Article 4 Termination of registration/use

1. A User can terminate his/her registration or the use of MyData and/or Data Services with his/her username, via his/her Account or via MyData, with regard to the Data Owner or Data Provider with three (3) months' notice. The foregoing also applies in full to the termination of a Data Service by the Data Owner or Data Provider with regard to a Data User.
2. Portbase may terminate its services, including the Data Services offered by Portbase and/or the use of MyData by the User with regard to the User by notifying the User in writing (by e-mail) at the e-mail address of the User known to Portbase with three (3) months' notice. Portbase also reserves the right at all times to refuse a registration of the User and his/her use of MyData, his/her Account and/or the Data Services and/or Portbase Services for reasons of its own and/or to unilaterally terminate the aforementioned registration and/or use with immediate effect, subject to the provisions of these MyData Terms.
3. Portbase is also entitled to immediately exclude a User from participation in and/or use of MyData, his/her Account and/or Data Services or Portbase Services and/or to terminate his/her registration with immediate effect, without any notification to this effect and without being liable for any compensation or restitution of any amounts already paid by the User or charged by Portbase to the User, without prejudice to any other rights Portbase may have, in the event:
 - the User petitions for bankruptcy, a moratorium on payment or debt restructuring;
 - the User's business is shut down or liquidated;
 - of an imputable failure or serious suspicion of abuse on the part of the User;
 - of (an attempt to) abuse and/or electronic trespass (hacking) by the User of MyData and/or the Portbase system;
 - there is an act or omission by the User towards Portbase and/or other Users in breach of the law, these MyData Terms, the General Terms and Conditions of Portbase and/or if the acts or omissions of the User give rise to such for any other reason.
4. The date on which the registration, use of MyData and/or Data Services ends has no effect on fees or costs already owed by the User for the period up to and including the relevant end date. Insofar as applicable, any fees already paid by the User as mentioned in Article 7 for the use of MyData and/or Data Services for the period after the end date shall be reimbursed to the User.

Article 5 Liability & Indemnification

1. The User's use of the Account and use of the Data Services is entirely at the User's own risk. The User bears the risk of incorrect or unauthorised use of his/her username and/or his/her password.
2. The Data that Portbase provides to the User by means of MyData is entirely without obligation. The User cannot derive any rights towards Portbase from this.
3. Portbase is not liable for any loss or damage (including any consequential loss), including but not limited to loss or damage resulting from:
 - a) malfunctions in the data/telecommunications infrastructure (including software), an error and/or delay in the MyData or Portbase system;
 - b) the use of MyData and/or the Data (Services) provided through MyData;

- c) the use of Data, whether or not via an API, or the uploading of the Data, including - but not limited to - loss, damage and costs resulting from the improper functioning of the relevant API(s), technical failures, incorrect Data and/or related information;
- d) (incorrect, outdated and/or incomplete) Data and/or information listed on MyData or offered through the Data Services and/or the incorrect or incomplete or delayed provision of Data and/or information to a User;
- e) the failure to establish a Data Service between Users for whatever reason and/or for loss or damage resulting from the use of one or more Data Services, Data and/or any service offered by Portbase in this respect;

unless there has been intent or wilful recklessness on the part of Portbase or its employees. In that case the liability of Portbase and its employees shall be limited to the fee which Portbase has charged the User for MyData or for the relevant Data Service(s) over the preceding twelve (12) months.

4. Portbase is not liable to the User for any loss or damage arising from the use of the Account and/or the Data (Service(s)) by the User. If and insofar as liability cannot be entirely excluded by law, the liability of Portbase:
 - in respect of indirect loss or damage (such as, but not limited to, consequential loss, damage to reputation, lost profit, loss of customers, lost savings, impaired goodwill, loss due to business interruption) is excluded;
 - in respect of loss or damage resulting from claims by other Users, third parties, loss of data and/or other data, or loss or damage in connection with the use of items/materials/software by Users themselves, is excluded.
5. Portbase is not obliged towards the User to comply with one or more of its obligations in respect of MyData and/or the Account if Portbase is prevented from doing so as a result of force majeure. Force majeure shall in any event include, but not be limited to, fire, explosion, power failure, earthquake, flood, very severe storm, strike, embargo, terrorism (including cyber terrorism), natural disasters, epidemics or pandemics, acts or omissions of internet traffic services, acts or omissions of public regulatory bodies (including the passing of laws and regulations or other governmental acts affecting the provision of the Account and/or the Data Services). Portbase shall never be liable in these cases.
6. The User is liable for and shall indemnify Portbase against any loss suffered by Portbase, as well as claims (including but not limited to compensation) by other Users and/or third parties relating to loss and damage and/or costs in any way whatsoever caused by and/or relating to the use of the Account and/or the use and/or provision of the Data Services in breach of these MyData Terms and/or, if applicable, Portbase's General Terms and Conditions.
7. The provisions of this article also apply in favour of all legal entities or natural persons whose services are used by Portbase in providing the Account and/or in favour of all legal entities or natural persons who make data available to Portbase in order to provide an Account.
8. The User shall take out proper liability insurance and maintain such insurance with due observance of the applicable laws and regulations.

Article 6 Intellectual property rights

1. The User acknowledges by the mere use of MyData, his/her Account and the services offered therein that:
 - all intellectual property rights of Portbase with respect to (the platform and system of) MyData, the APIs, the related applications and components (including the authorisation register), websites and information, etc. and the related Portbase Services and/or service provision by or on behalf of Portbase; and,
 - all intellectual property rights concerning the (own) Data of Data Owner(s), are and shall remain the property of the relevant Data Owner(s) or rights holder(s); and,
 - the User shall respect the above-mentioned intellectual property rights at all times.
2. The Data Owner guarantees that:
 - all Data provided by or on behalf of the Data Owner can be freely used by Portbase and Data Users without infringing any intellectual property rights of Portbase, other Users and/or third parties;
 - the specified and/or supplied Data is provided entirely correctly and truthfully.
 The Data Owner indemnifies other Users and Portbase in this regard.
3. The Data Owner may determine through authorisation(s) which Data Users may use which Data (Services), with the Data Provider determining the form and/or manner of providing Data (Services).
4. The Data Owner hereby grants, to the extent necessary, to Portbase a non-exclusive, non-transferable license to use, (digitally) reproduce and provide in any (digital) way to Data Users, the Data (Services)

placed and/or offered by or on behalf of the Data Owner on MyData, worldwide and for the agreed purposes and for an indefinite period of time or for the legally permitted period of time. The Data Owner guarantees to Portbase that he/she is authorised to provide this license to Portbase.

5. The Data Owner fully indemnifies Portbase against any loss or damage and/or costs of whatever nature arising from non-compliance with one or more obligations as described in this article.

Article 7 Rates and payment

1. The use of MyData and the Data (Services) provided through MyData are free of charge, unless additional terms and conditions apply to the relevant Data (Service(s)) and these specify a rate which has been accepted by the User. All rates are exclusive of VAT.
2. The applicable rate or rate owed for the Data (Service) concerned, being either a fixed rate or a rate based on actual use, shall be invoiced to the (Data) User monthly in arrears and to the extent possible shall be charged to the (Data) User by direct debit, with which method of payment the User shall cooperate.
3. Portbase reserves the right to annually change or introduce rates for MyData and per Data (Service(s)) offered by Portbase. The Data User shall then have the right to prematurely terminate the Data (Service(s)) in question within one (1) month after the new rate has been communicated to the Data User by e-mail or, in the absence of the aforementioned communication, within one (1) month after the new rate has been introduced.

Article 8 Privacy, Processing of Personal Data

1. When creating and using an Account and (Data Services via) MyData, Portbase, in its capacity as data controller as referred to in the GDPR, processes Personal Data relating to, among other things, the User(s) (specifically name and contact details). Such processing shall take place in accordance with the applicable Privacy Statement and in compliance with the GDPR. For more information about this processing of Personal Data, Portbase refers to the applicable Privacy Statement [[Privacy Statement - Portbase](#)]. The User states to have taken note of the contents hereof. Portbase is entitled to alter the Privacy Statement from time to time.

Article 9 Transfer

1. The User is not permitted to transfer his/her Account to or make his/her Account available to a third party. The User's username and access to Data Services and/or Portbase Services and any rights arising therefrom are not transferable.
2. Portbase is permitted to transfer the Account and the conditions applicable to the Account to a group company of Portbase.

Article 10 Applicable law and competent court

1. These MyData Terms and the relationship between the Users and Portbase are governed exclusively by Dutch law. Applicability of the Vienna Sales Convention (insofar as applicable) is explicitly excluded.
2. In the event of any disputes arising between Users or between a User and Portbase that relate to the Account, these MyData Terms and/or that are otherwise related to the foregoing, which cannot be resolved amicably, the competent court in Rotterdam shall have exclusive jurisdiction to hear and determine the dispute at first instance.

Article 11 Final Provisions

1. These MyData Terms shall be available in several languages, including Dutch and English. The Dutch version shall prevail in the event of any inconsistency between the Dutch version and a version in any other language.
2. If any provision of these MyData Terms is void or unenforceable, Portbase has the right to replace that provision with a provision that corresponds as closely as possible to the aim and purport of the original provision.
3. Provisions that by their nature are intended to continue to remain in effect after the end of the use of an Account shall continue to apply in full after the (suspension or) termination thereof.

Article 12 Contact (data)

In case of questions or complaints about the use of his/her Account, the User can go to the Portbase support page ([Portbase Kenniscentrum](#)) or during normal office hours can call the Portbase Customer Service on tel. no. +31(0)88 625 25 25 or customerservice@portbase.com.