

IAMconnected Terms and Conditions for Participants Portbase B.V.

We are Portbase and IAMconnected is one of our services. IAMconnected allows you to log on to Portbase's services, as well as other organisations' services.

If you use IAMconnected, you can read about your rights and obligations in these terms and conditions for participants. These terms and conditions form part of your account. They apply to each use of IAMconnected, of your account and the linked user accounts. These terms and conditions also apply if your account is linked to another account.

In addition to these terms and conditions for participants, Portbase's General Terms and Conditions of Delivery also apply. These can be found [on our website](#). If the General Terms & Conditions of Portbase are in violation of IAMconnected's terms and conditions for participants, the latter shall take precedence.

If you have your own general terms and conditions, they shall not apply here, because IAMconnected is our service.

From now on, we shall use the term 'terms and conditions' when referring to these terms and conditions for participants. And by:

- 'you' we mean: your company or organisation and you as authorised signatory.
- 'account' we mean: your business account.
- 'user' we mean: your own employees or external users, such as companies or people with whom you work.
- 'user accounts' we mean: the accounts belonging to your users.
- 'service provider' we mean: other organisations that use IAMconnected as a login method for their services.

We have done our best to write down our terms and conditions as clearly as possible, i.e. without difficult legal language. If you require and further explanation, please contact us on +31(0)88 625 25 25 or at customerservice@portbase.com. We are happy to help!

Article 1 How do these Terms and Conditions apply?

1.1 The terms and conditions form part of your account

When you create your account, you will receive an activation e-mail containing a reference to these terms and conditions. By going through the registration process and creating your account, you are agreeing to these terms and conditions. You are thereby agreeing to the registration of your login details. We do that to check your details, detect fraud and improve Portbase's services.

1.2 We have filed these terms and conditions with the Chamber of Commerce

1.3 The Dutch version applies

These terms and conditions have been translated into English and other languages. If the meaning of these terms and conditions is under discussion, the Dutch version will prevail.

1.4 We may replace a provision in these terms and conditions

We may do that if that provision is void or unenforceable, for example due to changes in the law. In that case, we will replace that provision with a provision that is valid and is as in keeping as possible with our purpose.

1.5 Terms and conditions may continue to apply once your account has stopped.

That only applies to provisions that are still relevant at that time.

1.6 We may amend these terms and conditions

We may do that if the changes are reasonable. The new terms and conditions will therefore apply to you from that date onwards. If you do not agree, you must terminate and delete your account yourself.

Article 2 How do you get an account?

2.1 Do you want access to our Portbase services?

Then you must identify yourself as an authorised signatory. Then you will be given an account. During the registration process, you must appoint a main administrator.

2.2. You must select a main administrator

Your authorised signatory must provide one active main administrator at all times. As authorised signatory, you can also be the main administrator yourself.

2.3 We may refuse your application

We may refuse a registration or application if we have a good reason to do so.

2.4 Costs of IAMconnected

IAMconnected is free for you to use, but Portbase reserves the right to change that. Service providers pay a rate. Rates are always exclusive of VAT.

If Portbase amends the rates, you may cancel early. More information about this can be found in article 7.1.

2.5 Transfer of an account

- You may not transfer your account or allow anyone else to use it.
- We may transfer an account and the associated terms and conditions to a Portbase group company.

Article 3 What are the duties of your main administrator?

3.1 The main administrator manages your account

The main administrator can link users to your account.

3.2 The main administrator assesses applications for user accounts

The main administrator then links these accounts to your account.

3.3 Your main administrator must ensure a full and accurate administration

This means, for example, that your main administrator:

- notes down which user accounts are linked to your account.
- follows our instructions about the use of your account.
- disconnects user accounts immediately if someone no longer works for you or at your company or may no longer use their user account for another reason.
- regularly checks whether all users are still permitted to make use of their user account.

3.4 The main administrator may also manage the following things:

- Pass on changes about your company, your account or about the main administrator. However, for a different main administrator to be appointed, additional terms and conditions apply, as set out in article 3.6.
- Create and adjust user accounts.
- Sever the link between user accounts and your account, for example if someone no longer works for you or at your company.

3.5 You must ensure that your main administrator fulfils their obligations

These obligations are set out in these terms and conditions and in the General Terms & Conditions of Portbase. They may also be set out in additional security instructions, which we may prescribe. You are bound by these, but only if our instructions are reasonable and we have notified you of these.

3.6 Want a different main administrator?

Then you must submit a digital application to Portbase. Your authorised signatory must confirm this change. This is also done digitally.

Article 4 What are your obligations?

4.1 You must handle your login details with care

That means, for example, not giving your login details and extra security keys, such as a token, to other people. You must also ensure that these details are well-protected so that others are unable to find or use them.

The same applies to your main administrator.

4.2 You must notify us if you suspect that details have been leaked

The login details for your account are personal. If you or your main administrator suspect that others have access to login details or extra security keys, such as a token, you or your main administrator must notify us in writing straight away and take appropriate measures, such as changing your login details.

4.3 You or your main administrator must ensure that information about your company is accurate

You or your main administrator must use your company name when creating or amending an account. By that, we mean the name listed in the commercial register. If your company is not located in the Netherlands, you or your main administrator must use the name listed in the register for companies in that country.

4.4 You may only use your account for your own business activities

The same applies to your main administrator.

4.5 You or your main administrator must not misuse your account

This means, for example, that you or your main administrator must:

- only use your account for its intended purpose.
- observe the statutory regulations.
- not cause damage to others.
- no longer use your account if you are no longer a customer of the IAMconnected service.

4.6 You must ensure that your internet connection is secure

You or your main administrator must also ensure that your data is sent and stored in a secure manner. In addition, you must take into account the current technical and digital possibilities at all times. We can provide additional instructions for this.

4.7 You must not use your account if sanctions have been imposed

If the United States of America (US) or the European Union (EU) has imposed sanctions against you or your company, you may not use IAMconnected. Neither may you give login details or information to people or companies to which this applies.

In that case, neither may you collaborate in the creation or linking of a user account for your own employees or an external company or individual.

This prohibition also applies to you as authorised signatory, your main administrator, users and any other interested parties listed on the sanction list(s) of the authorities of the US or the EU.

4.8 You must not pass on our information to others

We are the owner of IAMconnected. You or your main administrator must not pass on any information about this service to others if that violates these terms and conditions or with the General Terms & Conditions of Portbase. Neither may you or your main administrator use our information for purposes other than for which it was intended.

4.9 You are liable if you or your main administrator fails to meet your obligations

If you or your main administrator contravenes one of the obligations from this article 4, you are liable. We may recover all resulting damage from you. That applies to damages that we suffer, but also to damage caused to other parties.

4.10 We will take measures if you violate your obligations

If you or your main administrator contravene the rules from these terms and conditions, we can take immediate measures to stop that or to limit the damage. For example:

- Blocking your account and linked user accounts.
- The removal of your account or the termination of the service(s) you use

We can also do that in the following cases:

- If we suspect that you or your main administrator are violating the obligations.
- If there are complaints by other companies or people about you or your main administrator.
- If you no longer use our services.
- If we find that your account is inactive or is not actively being used.

We are not liable if damage should ensue from taking these measures.

Article 5 What obligations apply to users?

5.1 The obligations from article 4 apply to your users too

You and your main administrator must ensure that linked users have been notified about these obligations.

5.2 We are not responsible for checking the identity of users

Your main administrator must check the identity of a user themselves before the user links their user account to your account.

5.3 You and your main administrator have a duty of care and personal responsibility for your users

You and your main administrator must ensure that users with a linked user account observe the following rules:

- In their user account, they use the same surname as in their passport or ID document.
- They protect their login details and don't pass them on to others.
- They use their user account for its intended purpose and observe the rules from these terms and conditions.
- They obey the law and ensure that other companies or users of IAMconnected do not suffer any loss or damage.

5.4 We may block or terminate a user account

Our competences and rights from article 4.10 also apply to linked user accounts.

Article 6 Logging on to Service Providers

6.1 We make IAMconnected available to service providers too

You and users linked to your account may also use IAMconnected to log on to service providers' services. We have entered into an agreement with the service provider for this.

6.2 We share your data when logging on to service providers

By logging on with IAMconnected, you are giving us consent to share your data and that of the user with the service provider. The service provider may use this data to identify you or the user and to allocate the correct rights or show relevant information.

6.3 You have a direct relationship with your service provider

We are not responsible for the processing of your data by the service provider. If you use IAMconnected to log on to a service provider's service, the service provider's terms and conditions shall apply to the service in question.

Article 7 How to cancel an account

7.1 You can cancel it yourself

You or your main administrator may always cancel your account with a notice period of three (3) months.

The same is also possible if Portbase amends the rates. You or your main administrator may do that within one (1) month of you receiving notice of the new rate. If you have not received notice, you may cancel within one (1) month of the new rate entering into force.

7.2 We may terminate your registration or account straight away

This also applies to users' accounts.

We may do this unilaterally in the following cases:

- Bankruptcy, suspension of payment or debt management has been applied for or pronounced for your company.
- Your company has been closed down or has suspended operations.
- We suspect that you are misusing IAMconnected.
- You are misusing or hacking the IAMconnected digital system or Portbase's other services. Or you are trying to do so.
- You are doing something that violates the law, these terms and conditions or General Terms & Conditions of Portbase. Or you may not be doing something you should be doing in accordance with these regulations.
- Something else is going on that is important to us and reason to terminate your account.

7.3 We do not provide a refund upon termination

If you terminate your account early, you must continue to pay until the end date. We will not return any money or pay any compensation if the account stops early or with immediate effect.

Article 8 Who is liable?

8.1 All risks you run by using your account are at your expense

You and your main administrator are personally responsible for linking user accounts. We are not responsible or liable for this.

8.2. You are liable for incorrect use

You bear the risk if your login details are being used incorrectly. This doesn't just apply to your account, but also to your main administrator's account and to linked user accounts.

8.3 We are not liable for damage

You may not hold us responsible for damage that arises through the use of your account or other Portbase services. That also applies if the damage has been caused by your main administrator or by users linked to your account.

Should we nevertheless be liable in accordance with the law, we never reimburse:

- indirect loss or damage, for example consequential damage, loss of reputation, loss of profit, loss of customers, missed savings, reduced goodwill or damage caused by business stagnation.
- loss or damage suffered because others hold you responsible.
- loss or damage caused by defacement or loss of information or data.
- loss or damage associated with the use of your own materials and software.

8.4 In the case of force majeure, there is no need to fulfil our obligations

Force majeure means, for example, fire, explosion, loss of power, earthquake, flooding, very severe storm, strike, embargo, terrorism (including cyber terrorism), natural disasters, epidemics or pandemics, activities or negligence of internet traffic services or government organisations. Statutory regulations that prevent us from making accounts available could also fall under force majeure.

We are not liable for loss or damage in those cases either.

8.5 You are liable for our loss or damage if you use your account incorrectly

If you fail to observe these terms and conditions of the General Terms & Conditions of Portbase, you are liable for the loss or damage we suffer as a result.

This also applies to the activities of your main administrator and users linked to you.

Loss or damage also includes the claims made by other parties against us. For example, claims made by individuals or companies we work with when providing and performing our services and IAMconnected.

8.6 You must take out liability insurance

This insurance must compensate for our loss or damage if we hold you liable.

Article 9 How do we handle your privacy?

9.1 We process your personal data and observe the GDPR

When you create and use an account, we are the controller in accordance with the GDPR. We process, for example, the name and contact details of your main administrator and other administrators or users. We only use that data to create and manage your account and linked user accounts.

9.2 We work in accordance with Portbase's privacy statement

This statement can be found [on our website](#). We may adjust this privacy statement

9.3 By logging in, you are agreeing to the processing of your personal data

9.4 We also process personal data on behalf of you and others

As processor within the meaning of the GDPR, we also process personal data at the following times:

- When managing your account, we also process personal data belonging to linked users, such as their name and username. We do that on your instruction. In that case, you are the controller in accordance with the GDPR.
- When logging on via IAMconnected, we process personal data belonging to users linked to your account. When you or your user logs on to a service provider, we only process the personal data belonging to you or your user for the login to the service provider in question. In that case, the service provider is the controller in accordance with the GDPR.

9.5 Processor's agreement

For the processing of personal data from article 9.4, the following provisions apply. You hereby consent by accepting these terms and conditions. The same applies to the service provider.

With this we comply with article 28 paragraph 3 of the GDPR.

- We process the personal data on your instruction.
We shall notify you in advance in writing, if that is possible and permitted. You may then object to the processing of this data if you wish.
- You must set down in advance why and how you wish to process the personal data. You must observe the GDPR and other laws. You must only share personal data that is accurate and relevant.
- You must ensure that we are not held liable by others when processing personal data, unless you prove that we have made mistakes.
- You and we must both ensure that the personal data can be processed securely, so we must both continue to take the measures that are necessary to achieve that. You may request the measures we take by e-mailing security@portbase.com. They can also be found on our website. Please read them.
- We do our best, but we cannot guarantee that our measures are always sufficient. If we discover a data breach or a different security incident we will report this to you immediately. We will also try to limit the consequences. You must do this too.
- You, the controller, must and are permitted to report data breaches to the Dutch Data Protection Authority. We, the processor, don't do that, but we are willing to take part in an investigation. You must cover any costs of this.
- You must not share security incidents with others. We don't do that either. We both have a duty to maintain confidentiality in the event of a data breach.
- You and we must ensure that our employees, and others with whom you and we work, handle personal data securely and keep it confidential. We and you will provide them with written instructions about this.
- If your account terminates, we will return the personal data, or delete it. We will do that as soon as you request that. You must do that no later than two (2) months after the account terminates. We may charge for this.

- If personal data cannot be returned, your main administrator may download your users' personal data via IAMconnected. Then we will delete all personal data.
- If we are required to observe a statutory retention period, we will notify you about this. Once the retention period is over, we will delete the data.
- If a data subject notifies us that certain personal data is incorrect or no longer correct, we will notify you within five (5) working days.
- You may check whether we are fulfilling our duties by requesting information from us, such as information about security measures. You must cover the costs of this. We will do our best to give you all relevant information within sixty (60) days. You must treat this information confidentially.
- In the event of a security incident or data breach, you may conduct an audit to check whether we have met our obligations. You must notify us about this at least sixty (60) days in advance. You must cover the costs of the audit. You must treat this information confidentially.
- If it becomes apparent that we are failing to fulfil our duties properly, we will try to resolve this, insofar as we are able to and that is reasonable. However, we are not required to pay you any compensation.
- We sometimes call in others to do this processing, and your consent is required for this. You may enquire who these sub-processors are by e-mailing security@portbase.com. The same obligations apply to them as to us. We will ensure that.
- We do not pass personal data to countries outside of the EU/EEA. We only do that if you, the controller, give your express instruction to do so.

Article 10 How do we resolve disputes?

10.1 Dutch law applies

Our agreement and these terms and conditions are solely subject to Dutch law. The Vienna Sales Convention does not apply.

10.2 The court in Rotterdam settles disputes

That applies to disputes that we are unable to resolve in consultation, about your account or about the terms and conditions. The same also applies to disputes with your main administrator, between you and users or between users of IAMconnected.