

# General Terms & Conditions

## Blonk Sustainability Tools

Version: 2.2019 - 21 February 2019

These General Terms and Conditions constitute a binding agreement between you and Blonk Sustainability Tools. Please read these General Terms and Conditions carefully so that you know what your rights and obligations are when you use our Services. These General Terms and Conditions may be downloaded and printed.

### 1. Definitions

1.1 The following capitalised terms in these General Terms and Conditions always have the following meaning:

- **Licence:** you will receive a Licence for the use of Services for a certain period of time or a certain number of Users.
- **Blonk Sustainability Tools:** the private company Blonk Sustainability Tools B.V. registered office and principal place of business at Gravin Beatrixstraat 34, 2805 PJ Gouda, the Netherlands, tel. (+31) (0)182-579970, registered in the Commercial Register under number 59850868.
- **Blonk Portal:** the part of the Website that is accessible to you and your Users.
- **Dataset:** downloadable dataset that is offered as a Service on the Blonk Portal.
- **Service:** any product offered on the Blonk Portal.
- **Content:** all information, text, files, datasets, scripts, graphics, features, brought to you by Blonk Sustainability Tools.
- **User:** an individual connected to your organisation who you allow to access the Service.
- **Data:** all information and/or data that you enter in a Tool.
- **IP rights:** all intellectual property rights and related rights, such as copyright, trademark rights, patent rights, design rights, tradename rights, database rights and neighbouring rights.
- **Login:** the username and pertaining password of your User to access the Service and to use it.
- **Tool:** an environment to which you have the non-exclusive right of use based on your Licence.
- **Servers:** a number of computers and other hardware managed by Blonk Sustainability Tools on which webserver supporting and database software is installed, which are used to deliver the Service over the internet.
- **Failure:** the unavailability of the Service (or the incorrect functioning of the Service).
- **Website:** the website of Blonk Sustainability Tools.

### 2. Applicability

2.1 These General Terms and Conditions apply to any use of the Service and the Website, and all other Services provided to you by Blonk Sustainability Tools as part of the licence. If you have your own purchasing or other conditions, they do not apply.

- 2.2** Blonk Sustainability Tools reserves the right to change these General Terms and Conditions and/or supplement them. You can view the most recent version on the Website.

## 3. Services

- 3.1** Blonk Sustainability Tools' Services include Datasets and Tools as indicated on the Website.
- 3.2** The Services include generic Tools and/or Datasets. You agree that the Services contain only the features and other qualities as you find them in the Services at the time of use (on an "as is" basis). Blonk Sustainability Tools will work to repair errors in the Services but cannot guarantee that a Service is error-free or that all errors will be resolved. The Services are provided based on an obligation of best efforts.
- 3.3** Blonk Sustainability Tools does not warrant that a Service is available at all times and without interruptions or malfunctions. Blonk Sustainability Tools is in no way liable, or liable to pay damages to you for any damage resulting from or caused by the (temporary) unavailability or (interim) loss of (part of) the Service or Website.
- 3.4** Blonk Sustainability Tools is entitled at all times without prior notice and without in any way being liable for damages or liable to you, (i) to make procedural and technical changes and/or improvements to the Website and/or the Service, and (ii) to decommission, restrict or remove the Website and the Service (temporarily or permanently) if this is necessary for the reliability and/or continuity of a Service.
- 3.5** You are responsible for the purchase and/or proper functioning of the infrastructure and adequate telecommunications facilities (including internet access) that are needed in order to use a Service.
- 3.6** A Service may use third party software. You understand and accept that Blonk Sustainability Tools has no control over this third party software and/or operation hereof. Blonk Sustainability Tools gives no guarantees with regard to this third party software and is therefore not liable for any damage as a result of or arising from this third party software or its use. You are fully responsible and liable for all actions that you carry out using a Service.

## 4. Licence

- 4.1** You will receive a licence from Blonk Sustainability Tools in accordance with the licence type you have chosen, as shown on the Website. All types of licence include the right of use to Services of Blonk Sustainability Tools in the form of Tools and/or Datasets for a number of users agreed on with you and/or for a certain period of time agreed on with you.
- 4.2** Blonk Sustainability Tools has the right to refuse a Service for any reason, as well as imposing conditions on you before you apply for a Licence in respect of a Service.
- 4.3** Your licence will enter into force after receipt of your payment. In case of digital payment via the portal,, you receive the URL or the Login from Blonk Sustainability Tools immediately, in case of payment by bank transfer as soon as possible.
- 4.4** Your Licence is not transferable and should not be given in use or as security to a third party.

## 5. Use; misuse

- 5.1 A Licence for the use of a Service includes the right of use for the specified number of Users in the Licence. You bear the sole responsibility for the use of the Services by your users and therefore also for any misuse.
- 5.2 If actions by your User(s) violate licence provisions, Blonk Sustainability Tools will be entitled without prior notice to block your access or the access of the relevant User of the Services without being liable for damages.
- 5.3 You agree to refrain from inappropriate use, misuse and/or inappropriate behaviour and to impose these obligations one on one on your users. This includes: use for promotional purposes, suggesting the involvement of Blonk Consultants or Blonk Sustainability Tools, uploading data that spreads information that you know is false or misleading, refraining from attempting to obtain data supplied by other contract parties of Blonk Consultants or Blonk Sustainability Tools and abstaining from other illegal or unauthorised use of the services.

## 6. Login

- 6.1 To use a Service your Users must have a Login. This Login is provided by Blonk Sustainability Tools. You and your Users are responsible for maintaining the confidentiality of the Login.
- 6.2 Users can change a Login password. Changing a Login is at the User's own risk.
- 6.3 You are responsible for the Logins of your Users and all actions that are carried out via the relevant Login with the Service. Blonk Sustainability Tools may assume that the User is the person actually logging in with the Login.
- 6.4 Once you know or have reason to suspect that a Login is in the hands of an unauthorised party, you must inform Blonk Sustainability Tools hereof immediately, notwithstanding your own obligation to take effective measures immediately, such as changing the Login.
- 6.5 If a Login with which a user is already logged in is used again at the same time to access the Blonk Portal, the existing connection is automatically disconnected. You bear the risk and any damage of the loss and/or corruption of Data caused by the double use of a Login.

## 7. Data

- 7.1 You determine which Data are entered, saved and exchanged using a Service. Blonk Sustainability Tools does not take note of this Data. You are responsible for ensuring that the Data that you enter, save and exchange using a Service are lawful and do not infringe rights of third parties. The use of the Service and/or the Data is for your account and risk. Blonk Sustainability Tools therefore accepts no liability for saving or exchanging Data through a Service.

- 7.2** Blonk Sustainability Tools is not responsible for the accuracy of Data entered by you.
- 7.3** Blonk Sustainability Tools has no set standard for the amount of Data you may process when using a Service. This does not mean that an unlimited amount of Data is allowed when using the Service. Blonk Sustainability Tools will notify you of a higher than average use of a Service in relation to the number of users. If you are unable to reduce the use in that case, Blonk Sustainability Tools is entitled to increase the fee as referred to in article 9, or to block access to the Services without being liable to pay damages to you.

## 8. Support

- 8.1** Blonk Sustainability Tools provides support to your Users. Support includes primary support, including giving assistance within reasonable limits for a Service to function correctly.
- 8.2** Support does not include implementation of Services nor the (full) explanation of the application possibilities of a Service.
- 8.3** The support is provided by email (tools@blonkconsultants.nl) or also by telephone at the discretion of Blonk Sustainability Tools. Telephone support is only provided during Dutch office hours.

## 9. Fees and Payment

- 9.1** The fees payable by you for the use of the Service are shown in the agreement entered into with you. All prices are in euros and include VAT. Upon renewal of your Licence the prices listed in the Price List on the website apply.
- 9.2** Payment will be made prior to the provision of your Licence or prior to any renewal of it.

## 10. Liability

- 10.1** Any liability of Blonk Sustainability Tools pursuant to a failing in the performance of its obligations under the agreement(s) entered into with you, tort or for any other reason, is limited to the amount you have paid Blonk Sustainability Tools in the preceding calendar year.
- 10.2** The condition for any right to compensation is always that the damage is reported in writing immediately after the occurrence of the liability. Any claim for damages lapses by the mere expiry of a period of 12 months after the first day when the damage-causing event occurs.

## 11. Indemnification; compensation

- 11.1** You will indemnify Blonk Sustainability Tools for any damages that Blonk Sustainability Tools suffers or will suffer and all costs incurred or to be incurred by Blonk Sustainability Tools (including legal fees) resulting from:
- a)** a claim from a third party because of your unauthorised use of the Service;
  - b)** your failings in the use of the Service;

- c) claims by third parties due to your wrongful saving or exchange of Data through the Service.

## 12. Intellectual Property Rights

- 12.1 All IP rights to the Website, the Content, the Service, the Tools, the Datasets, including the functional and technical design, the design, programming, database construction, use options and the source code of the Service, and all related documents, are vested exclusively in Blonk Sustainability Tools or its licensor(s). Providing a Licence or the use of a Service does not transfer any IP rights to you.
- 12.2 All rights of any kind, including IP rights, with regard to the Data in a Tool are vested in you.

## 13. Confidentiality

- 13.1 Blonk Sustainability Tools and the staff of Blonk Sustainability Tools will maintain the confidentiality of all Data and all information that can be derived from it.

## 14. Privacy

- 14.1 The use of the Service may entail the processing of personal data. Blonk Sustainability Tools acts as a processor as defined in Section 1e of the Dutch Personal Data Protection Act. With regard to the Service, you are identified as responsible as referred to in Section 1d of the Dutch Personal Data Protection Act and will comply with all ensuing obligations.
- 14.2 Blonk Sustainability Tools will take appropriate measures to protect personal data saved or processed using the Service and will strictly comply with the Dutch Personal Data Protection Act. Blonk Sustainability Tools will respond appropriately to prevent unauthorised access to your information.
- 14.3 Blonk Sustainability Tools may not use the Data saved or processed in a Service for any other purpose than providing the Service to you, unless otherwise indicated in the licence or after explicit consent from the User. Blonk Sustainability Tools may use the Data in an anonymised form for statistical purposes.
- 14.4 Your Data is stored on Servers. All Servers are located in countries belonging to the European Economic Area (EEA).
- 14.5 The User indemnifies Blonk Sustainability Tools against claims of third parties arising from or related to the processing of Data and/or (other) personal details.

## 15. Term and termination

- 15.1 The use of the Service is entered into for the period and/or the number of times that you choose on purchase.

**15.2** Blonk Sustainability Tools is entitled to terminate use of the Service with immediate effect, without prior notice and without compensation if:

- a) you have not met your payment obligations;
- b) you act contrary to these General Terms and Conditions;
- c) you are bankrupt, or a similar measure under foreign law applies, or your company has been discontinued.

**15.3** As soon as the use of the Service ends for whatever reason:

- a) you no longer have access to the Service;
- b) your right to use the Service ends;
- c) Blonk Sustainability Tools is no longer responsible for the maintenance of the Data, but it will be kept for at least 60 days. You can only download the Data within this period or otherwise obtain it from Blonk Sustainability Tools, at the discretion of Blonk Sustainability Tools. Blonk Sustainability Tools will charge you the costs associated with the download and/or provision of the Data;
- d) all terms in respect of which it is agreed or intended that they persist after termination will remain in force, including, but not limited to articles 7, 11, 12, 13 and 14.

## 16. Right of withdrawal

**16.1** You are not a consumer within the meaning of Section 230 of Book 6 of the Dutch Civil Code and therefore have no right of withdrawal. Every purchase is final.

## 17. Miscellaneous

**17.1** All notices from the User must be made in writing to Blonk Sustainability Tools and can be sent by email to [tools@blonkconsultants.nl](mailto:tools@blonkconsultants.nl). The User is required to prove that Blonk Sustainability Tools received an e-mail or other written communication.

**17.2** Blonk Sustainability Tools is entitled to transfer its rights and obligations from the agreement concluded with you to third parties if it has reasonable grounds to do so, including for the continuity of the provision of Services by Blonk Sustainability Tools.

**17.3** Dutch law applies to our agreements and legal relationships. The District Court of The Hague, the Netherlands, has exclusive jurisdiction to hear disputes relating to the content and performance of our agreement(s).