

Smartnotation b.v. (**Smartnotation**, licensor, we, us, party or together parties), headquartered at J. C. Oortweg 21 – 2333 CH Leiden in the Netherlands, offers software solutions to manage meeting minutes (collectively: **SN Apps**) and offers professional services to support the SN Apps (collectively: **SN Services**).

By downloading, installing and/or using SN Apps or registering as a member of SN Apps or by using SN Services (collectively: **SN Solutions**) in any way, you (**licensee**, you, yours, party or together parties) accept these Terms of Service Agreement (**Agreement**), which forms a binding agreement between you and Smartnotation.

If you do not agree or do not wish to become a party to this Agreement, do not install or use SN Solutions.

If you wish to install and use SN Solutions, you should confirm that you understand this Agreement and agree to be bound by it by selecting the "Agree" option below.

## 1. Definitions

- **Version** A version is identified by a version number which is a whole number (1, 2, 3 for example). A version contains new modules and substantially different new functionality.
- **Update** An update is identified by an update number. The format of the update number is the version number with two decimals (1.01, 1.02, 1.03 for example), where the decimals represents the update sequence. An update contains enhanced functionalities, bug fixes and a couple of minor new features.
- **SNw** (Smartnotation webapplication) A full featured web application meant to create, change, delete, store and distribute meeting minutes.
- **SNa** (Smartnotation on Android) A full featured mobile application for the Android operating system meant to create, change, delete, store and distribute meeting minutes. The functionalities have been optimized for use on a Tablet, but can also be used using on a Smartphone.
- **SNi** (Smartnotation on iOS) A full featured mobile application for the iOS operating system meant to create, change, delete, store and distribute meeting minutes. The functionalities have been optimized for use on a Tablet, but can also be used using on a Smartphone.
- **Android** Android is a mobile operating system developed by Google Inc., designed primarily for touchscreen mobile devices such as smartphone's and tablet's.
- **iOS** iOS is a mobile operating system created and developed by Apple Inc. exclusively for its smartphone's and tablet's.
- **Tablet** A tablet is a thin, flat mobile computer with a touchscreen display which combines features of a personal computer operating system with other features useful for mobile or handheld use.
- **Smartphone** A smartphone is a mobile phone with a touchscreen display with an advanced mobile operating system which combines features of a personal computer operating system with other features useful for mobile or handheld use.
- **Spam** unsolicited messages sent by email.

## **2. Licenses**

### License

Smartnotation grants you a limited, non-exclusive license to access and use SN Solutions for your own personal and/or commercial purposes. This license is personal to you and may not be assigned or sublicensed to anyone else. A user license gives the user right to use SNw, SNa, SNI and the Smartnotation's support portal.

### Restrictions

Except as expressly permitted by Smartnotation in writing, you will not scrape, reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble SN Apps or any source code therein. Nor will you attempt to circumvent any of Smartnotation's technical measures or take any measures to interfere with or damage SN Solutions. All rights not expressly granted by Smartnotation are reserved.

## **3. Membership**

### Registration

To fully use SN Solutions, you must register as a member by providing a valid email address and a password. You must provide complete and accurate registration information to Smartnotation. If you are a business, government, or non-profit entity, the person whose email address is associated with the account must have the authority to bind the entity to this Agreement.

### User name

We encourage you to use your real name. If you are a business, government, or non-profit entity, you must use the actual name of your organization. You may not use someone else's name, a name that violates any third party right, or a name that is obscene or otherwise objectionable.

### Account Security

You are responsible for all activity that occurs under your account, including any activity by authorized or unauthorized users. You must not allow others to use your account credentials and you must safeguard the confidentiality of those credentials. If you are using a computer that others have access to, you must log out of your account after using SN Solutions. If you become aware of an unauthorized access to your account, you must change your password. You are solely responsible for maintaining, securing, updating, and keeping strictly confidential all login credentials and passwords.

### Fair storage policy

Smartnotation maintains a fair storage policy to ensure stable and fast service to all users. Free accounts are limited to a maximum of 1 GB of storage and paid accounts are limited to 5GB of storage. Accounts that exceed a limit for several months will be notified of their usage and needs to manage their storage or purchase additional storage.

#### 4. Subscriptions and Purchases

##### Smartnotation versions

Smartnotation offers the following versions to its users: a webversion (SNw), a version for Android devices (SNa) and a version for iOS devices (SNi). All versions contain the same functionality and the same look and feel. Differences that might occur have to do with the various operating systems, the various devices and other brand specific characteristics on which Smartnotations has no influence or manipulations rights. Below an overview of the device types and the versions.

- Tablets (Android, iOS): SNa, SNi, SNw
- Tablets (other operating systems): SNw
- Smartphones (Android, iOS): SNa, SNi, SNw
- Smartphones (other operating systems): SNw
- Workstations (desktops, laptops): SNw

##### Payment of Fees; Taxes

When you choose to purchase SN Solutions from Smartnotation and enter a form of payment, you agree that:

- a. you will fulfill your obligation to pay for SN Solutions by the date on which payment is due;
- b. any payment information you provide is true and accurate;
- c. you are authorized to use the payment method you provide;
- d. we have permission to retain the payment information and method, including all submitted debit and credit card information, submitted by you and your issuing bank or the applicable payment network;
- e. we are authorized to charge you for SN Solutions using the established payment method and the information you provide that is stored in your account as of the applicable date for payment.

Your assurances of payment and our rights to collect payment include any obligation you may have to pay any taxes or delivery charges described as being applicable to SN Solutions you are buying. In addition, you agree that you will be responsible for any credit card chargeback fees as well as any reasonable collection costs we incur as a result of your failure to pay on a timely basis.

You agree to pay the charges for SN Solutions in the currency specified by Smartnotation and you assume all risks associated with any changing value in the currency compared with other currencies.

The specified charge for SN Solutions are VAT-exclusive and may include certain other taxes or delivery or similar charges applicable to your purchase. If any tax or charge applicable to a purchase is not charged by us, you acknowledge that you are solely responsible for paying the tax or other such charge. The receipt provided to you reflecting your purchase includes VAT (if applicable) which is charged based on your location.

Our prices for SN Solutions do not include any of the third-party fees you incur in connection with using a paid service including, without limitation, fees charged by your Internet access provider, any wireless carrier charges for cellular or data services and any other third party applications or services with which you may use SN Solutions. You are responsible for selecting and managing these other services, and paying the fees for such services.

### Changes in Fees

We may change the price of SN Solutions from time to time, and add new fees and charges for certain features or to reflect a change in business or legal rules, but we will send advance notice of changes in recurring subscription fees by email to the address in your account information. Any increase in charges for the same SN Solutions would not apply until the expiration of your then current billing cycle, unless otherwise specifically provided in our notice to you, and would become effective no sooner than the next time you would be charged for that SN Solutions. If you do not agree to pay the new price or other applicable charges, you may choose not to renew the SN Solutions subscription before the price change goes into effect, which cancellation would be effective at the expiration of your then current billing cycle.

### Cancellation and Refunds

Users who purchase annual subscriptions have fourteen (14) days after their purchase to cancel and receive a full refund. Users who purchase monthly subscriptions have five (5) days after purchase to cancel and receive a full refund. After the cancellation period ends, all purchases are final and all fees paid are non-refundable, even if your account is later terminated by Smartnotation.

### Renewals

Subject to the terms hereof, you may choose to renew your subscription at the end of the subscription period. By default, all subscriptions are set to automatically renew for the same period of time as the original subscription. You may decline to renew at any time prior to the commencement of a renewal subscription. Smartnotation reserves the right to deny subscriptions, renewals, and other purchases for any reason.

### End of subscription

When a Smartnotation subscription ends, the account automatically becomes a free account and Smartnotation may disable access to or delete any content to comply with free account limits.

## 5. Term and Termination

### Term

This Agreement begins on the date you purchase SN Solutions and continues as long as you have an account with us.

### Account deletion

You may delete your account at any time. Free accounts may be deleted from SN Solutions if they remain inactive (i.e., the user fails to log in) for a continuous period of at least six (6) months. Subscription accounts will remain active until the end of the subscription term and any renewal term.

### Termination for breach

Smartnotation may suspend, disable or delete your account (or any part thereof) or block or remove any content you submitted if Smartnotation determines that you have violated any provision of this Agreement or that your conduct or content would tend to damage Smartnotation's reputation and goodwill. If Smartnotation deletes your account for the foregoing reasons, you may not re-register for SN Solutions. Smartnotation may block your email address and Internet protocol address to prevent further registration.

### Effect of termination and/or account deletion

Upon termination, all licenses granted to you by Smartnotation will terminate. Clauses 9,11,12, 17, 18, 19 and 21 shall survive termination. In the event of account deletion for any reason, content that you submitted may no longer be available. Smartnotation shall not be responsible for the loss of such content.

## 6. Content Restrictions

You may not upload, post or transmit any text, video, image, audio recording or other work that:

- Infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.);
- Contains sexually explicit content or pornography, contains hateful, defamatory, or discriminatory content or incites hatred against any individual or group;
- Depicts unlawful acts or extreme violence;
- Depicts animal cruelty or extreme violence towards animals;
- Distribute Spam;
- Promotes fraudulent or dubious business schemes; or
- Violates any law.

## **7. Code of Conduct**

In using SN Solutions, you must behave in a civil and respectful manner at all times. Smartnotation has the right, but not the obligation, to monitor all conduct on and content submitted to SN Solutions.

## **8. Changes and updates**

Smartnotation may revise the information in SN Solutions, or otherwise change or update SN Solutions including this Agreement, without notice to you. Smartnotation may also make improvements and/or changes in services and functionalities or add new features at any time without notice. We encourage you to periodically read this Agreement to see if there have been any changes to our policies that may affect you. Your continued use of the SN Solutions will signify your continued agreement to this Agreement as they may be revised. Nothing in this agreement limits the rights of Smartnotation to make improvements to, and revisions of, SN Solutions.

## **9. Indemnification**

You will indemnify, defend, and hold harmless Smartnotation and its affiliates, directors, officers, employees, and agents, from and against all third party actions that:

- arise from your activities on SN Solutions;
- assert a violation by you of any term of this Agreement; or
- assert that any content you submitted to Smartnotation violates any law or infringes any third party right, including any intellectual property or privacy right.

## **10. Third Party Copyrights and Other Rights**

Smartnotation respects the intellectual property rights of others. If you believe that your copyright has been infringed, please send us a notice at [legal@smartnotation.com](mailto:legal@smartnotation.com).

## **11. Disclaimers**

You are responsible for providing your own access (e.g., computer, mobile device, Internet connection, etc.) to SN Solutions. Smartnotation has no obligation to screen or monitor any content and does not guarantee that any content available on SN Solutions complies with this Agreement or is suitable for all users. Smartnotation provides SN Solutions on an "as is" and "as available" basis. You therefore use SN Solutions at your own risk. Smartnotation expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law.

Without limiting the foregoing, Smartnotation makes no representations or warranties:

- that SN Solutions will be permitted in your jurisdiction;
- that SN Solutions will be uninterrupted or error-free;
- concerning any content submitted by any member;
- concerning any third party's use of content that you submit;
- that Smartnotation will continue to support any particular feature of SN Solutions;

To the extent any disclaimer or limitation of liability does not apply, all applicable express, implied, and statutory warranties will be limited in duration to a period of thirty (30) days after the date on which you first used SN Solutions, and no warranties shall apply after such period.

## **12. Limitation of Liability**

To the fullest extent permitted by law:

- Smartnotation shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses; and
- Smartnotation's total liability to you shall not exceed the amounts paid by you to Smartnotation over the last one (1) month preceding your claim.

## **13. Professional Services**

Commencing with the effective date of this Agreement, Licensee shall have the option to obtain Professional Services. Smartnotation offers Professional Services varying from SN Apps custom add-ons and/or integration services, extended application support, project management, consultancy, implementation support and training. Please send us an email at [ps@smartnotation.com](mailto:ps@smartnotation.com) for more information.

## **14. Hosting Services**

Commencing with the effective date of this Agreement, Licensee shall have the option to purchase hosting services. Please send us an email at [hosting@smartnotation.com](mailto:hosting@smartnotation.com) for more information.

## **15. Support**

Commencing with the effective date of this Agreement, continuing on a year-to-year basis until Agreement enddate and for so long as Smartnotation offers support for SN Apps, you will have access to Smartnotation's Support portal.

Included in the user license:

- Comprehensive instructions, FAQs and incident management via Smartnotation's Support Portal;
- Provision of preventive and corrective Updates of SN Apps within the same major Version;

Not included in the user license but available as paid services:

- New Versions of SN Apps;
- Custom and personal support (phone, email, in person);
- On request consultancy and/or design/development of new add-ons;

## **16. Price plans and Payment**

Smartnotation offers the first user with a free license as a gesture. If you would like to use Smartnotation with more than 1 user, then licenses can be purchased via the Smartnotation website or via SN Apps. All mentioned prices are exclusive VAT and in Euro's (€).

## 17. Confidentiality, Intellectual Property and Non-disclosure

Licensee hereby acknowledges that the SN Apps (including any documentation, source code, translations, compilations, partial copies and derivative works) contains confidential and proprietary information belonging exclusively to Smartnotation.

Confidential & proprietary Information does not include:

- information already known or independently developed by the Licensee outside the scope of this relationship by personnel not having access to any confidential and proprietary Information;
- information in the public domain through no wrongful act of the Licensee, or
- information received by the Licensee from a third party who was free to disclose it.

Licensee shall not:

- alter or remove from any Licensed Product or associated documentation any proprietary, copyright, trademark or trade secret legend, or
- attempt to decompile, disassemble or reverse engineer the Licensed Product or other Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by smartnotation.

### Non Disclosure

- Any Information which is received from the other party in tangible and/or intangible form, orally and/or in writing will be considered confidential.
- Each party acknowledges that the other party has proprietary interest in maintaining the confidentiality of the Information emanating from that other party and each party agrees that it will not, without the prior written consent of the other party, disclose any such Information to third parties or use such Information for any purpose other than that for which the Information was disclosed.
- Parties shall take all reasonable precautions to prevent the unauthorized disclosure of such Information.
- Parties may only disclose or reveal Information to those employees of parties or, with prior written approval of the other party, to those employees of parties' affiliated companies and group companies, who are actually engaged in the performance of works requiring access to such Information, under the condition that such employees are subject to confidentiality obligations.



## 18. Privacy Policy

At Smartnotation, we are committed to protecting your privacy and in this section we explain what information we collect, how your information is collected, and how we may use it to improve SN Solutions and our website.

If after reviewing this section you have any further questions, please contact us at [privacy@smartnotation.com](mailto:privacy@smartnotation.com)

### Information We Collect

**Information you provide to us:** When you register for and use SN Solutions, you are providing us with information, which we collect. This information may include your name, billing and mailing address, email address, phone number, and credit card information. We use a third-party intermediary to manage credit card processing. This intermediary is not permitted to store, retain, or use your billing information for any purpose except for credit card processing on our behalf.

**Information from your use of Services:** This information may include IP Address, location information, date and time, browser type, and any other action you might have taken to use and while using the SN Solutions.

**Cookies:** When you use SN Solutions, we store "cookies," which are strings of code, on your computer. We use those cookies to collect information about when you visit our Website, when you use the SN Solutions, your browser, your operating system, and other similar information. Most browsers allow you to block and delete cookies. However, if you block our cookies, our SN Solutions may not work properly.

**Third Party Cookies:** The use of cookies by third parties is not covered by our Privacy Policy. We do not have access or control over these cookies. Third parties use session ID cookies to make it easier for you to navigate our Website. We use third-party services to provide the necessary hardware, software, networking, storage, and related technology required to run and improve our SN Solutions.

### How We Use Your Information

1. To create your account.
2. To bill you for services.
3. To provide customer support.
4. To transfer your information in the case of a sale, merger, consolidation, or acquisition.
5. To better understand your needs and interests.
6. To send newsletters.
7. To personalize your experience.
8. To improve our services and our products.
9. To send you updates and alerts and to contact you about your account.

If you no longer wish to receive our newsletters, you may unsubscribe by following the link located within our emails.

### Information sharing

We do not share your personal information and/or your content with anybody or any organization.

## 19. Ownership of content

The ownership of all user content remains the property of the user.

## 20. Information Security

Smartnotation uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of our systems.

In particular:

- We encrypt our services using SSL;
- We offer you two step verification when you access SN Apps;
- We monitor our information collection, storage and processing practices to guard against unauthorized access to systems;
- We restrict access to personal information to Smartnotation employees and contractors who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

We follow generally accepted industry standards to protect your information, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, however, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

## 21. General Provisions

### Applicable Law

The proper law of this agreement shall be Dutch law and the parties hereby submit to the exclusive jurisdiction of the Dutch courts in the Netherlands, provided that smartnotation may bring proceedings against the Licensee in any jurisdiction where it resides or carries on business.

### Interpretation, Severability, Waiver, Remedies

Headings are for convenience only and shall not be used to construe the terms of this Agreement. If any term of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from this Agreement. No failure or delay by Smartnotation in exercising any right hereunder will waive any further exercise of that right. Smartnotation's rights and remedies hereunder are cumulative and not exclusive.

### Notices

You consent to receive all communications including notices, agreements, disclosures, or other information from Smartnotation electronically. Smartnotation may provide all such communications by email or by posting them on the Smartnotation website. For support-related inquiries, you may contact us via the Smartnotation Support Portal.