



Terms of Use AnyWare ecosystem

AnyWare B.V., hereinafter referred to as: “AnyWare”, offers via its sales companies and distributors the internet-of-things-as-a-service service AnyWare ecosystem via its sales companies and distributors. This means that you have online access to the AnyWare ecosystem platform via the web application, the mobile application and APIs. The use of our services is subject to these Terms of Use.

If you have any questions about these Terms of Use or AnyWare ecosystem, you can contact us at: info@any-ware.nl.

These Terms of Use may be changed unilaterally by AnyWare from time to time. You agree that the most recent version of these Terms of Use always applies. Different agreements apply only if these have been accepted in writing in advance by AnyWare.

1. General

1.1 These Terms of Use apply to all information and services provided via the AnyWare ecosystem platform.

1.2 The Terms of Use are also available via <https://www.any-ware.nl/terms-and-conditions/>

1.3 In the event that part of these Terms of Use becomes void or voidable, this does not affect the validity of the rest of these Terms of Use or the agreement to which they apply. The void or voidable part shall be replaced in that case with a provision that is as similar as possible in substance to the voided provision.

1.4 The applicability of any purchase conditions or other conditions of the user is explicitly rejected.

2. Use of AnyWare ecosystem

2.1 You will receive a personal account from us with a password granting you access to AnyWare ecosystem. You will need to change the password to a personal, sufficiently strong password. Only you are allowed to use the personal account. You are not allowed to give anyone else access to (a copy of) the platform and/or our software.

2.2 You must keep your account details and password a secret. You are liable for any actions performed after the account data and the password are used to log in.

2.3 You are to use the platform in a careful, reasonable manner, taking into account the interests of AnyWare and other users of our services. You must take care that you do not violate any interests or rights of third parties and that you do not break any applicable laws and/or regulations.

2.4 You are personally responsible for the technical functioning and maintenance of your internet connection, internal network and all other IT systems that are required for the use of AnyWare ecosystem.

2.5 We have the right to block accounts. We will do this if we have reason to suspect that an account is used in violation of the law or these Terms of Use. We also have the right to invoke other actions as a consequence of inappropriate use.

2.6 We have the right to change AnyWare ecosystem, implement updates and modify, remove or add certain properties or functionalities of AnyWare ecosystem.



3. Quality, security and availability

3.1 AnyWare ecosystem and its managed environment have been set up in accordance with the guidelines provided by ISO standards for information security (ISO 9001, 27001 and NEN 7510).

3.2 The data that are hosted within AnyWare ecosystem are stored within the European Union. Distributed backups are provided.

3.3 We strive to keep AnyWare ecosystem optimally secure and available.

3.4 We perform regular maintenance to ensure maximum availability. AnyWare ecosystem will be (partially) unavailable during maintenance. Maintenance is performed in principle outside of peak hours to limit inconvenience. You will be notified via the AnyWare ecosystem platform at least 5 business days before the scheduled maintenance. In emergency situations we may not be able to notify you (in time).

3.5 We monitor AnyWare ecosystem proactively for failure notifications. In the event of a failure we make every effort to resolve it as soon as possible with minimal inconvenience for the user.

3.6 We ask that you notify us immediately in the event of an AnyWare ecosystem failure, for example if you receive an error message or a functionality stops working. You can do this by sending an e-mail to info@any-ware.nl or by creating a ticket at our online helpdesk.

4. Intellectual property rights

4.1 AnyWare (and its licensor(s) or suppliers) is the exclusive owner of all existing and future intellectual property rights, such as copyrights, trademark rights, design rights, patent rights, source code and know-how applicable to or arising from AnyWare ecosystem and related software.

4.2 The right to use AnyWare ecosystem is granted only for the term of the agreement. You cannot claim the intellectual property rights referred to in Section 1. The right to use AnyWare ecosystem is not exclusive and you are not permitted to transfer or license the right to use AnyWare ecosystem without prior written permission from AnyWare.

5. Privacy

5.1 AnyWare always treats data in conformity with the applicable privacy regulations, including the General Data Protection Regulation. For more information please see our Privacy Statement of AnyWare ecosystem. This statement can be found on the website of AnyWare; <https://www.any-ware.nl/terms-and-conditions/>.

5.2 Our processing activities are subject to our Processor Terms and Conditions. These Processor Terms and Conditions can be found on the website of AnyWare; <https://www.any-ware.nl/terms-and-conditions/>.

6. Confidentiality

6.1 We trust that all data and information you give us is accurate.

6.2 We will treat all data and information pertaining to you and provided by you confidentially in accordance with the applicable laws.



7. Liability

7.1 If the AnyWare is liable for any losses suffered by you or third parties, this liability is limited to what is specified in this provision.

7.2 AnyWare is not liable for any losses, of whatever nature, resulting from the incorrect use of its services including AnyWare ecosystem, or for losses that are the result of AnyWare using incorrect and/or incomplete data provided by you or on your behalf.

7.3 If AnyWare is liable for any losses, AnyWare's liability is always limited to the amount paid out by its insurer in that event.

7.4 If AnyWare's insurer does not cover the loss, AnyWare will pay compensation for the loss up to an amount that is equal to twice the invoice amount of the provided services in the year in question; this only includes the invoice amount of the services to which the liability applies.

7.5 AnyWare is only liable for direct damage, under "direct damage" is exclusively understood: (i) reasonable costs to prevent or limit the damage insofar as it can be demonstrated that these costs have contributed to the prevention or limitation of the damage, and (ii) reasonable costs of determining the damage and the liability, both insofar as related to the agreement and to damage within the meaning of these terms and conditions.

7.6 AnyWare is not liable for indirect losses, including consequential loss, lost profit, missed savings and losses due to business interruption.

7.7 Claims based on this article become time-barred if the damage has not been reported in writing to AnyWare within three months after discovery.

7.8 Deficiencies of whatever nature in the services provided by third parties, such as data storage or telecommunication service providers cannot be imputed to AnyWare and AnyWare is not liable for any losses caused by these deficiencies.

7.9 The limitations of liability included in this article do not apply if the loss is due to gross negligence on the part of AnyWare or its directors.

8. Force majeure

8.1 AnyWare is not required to fulfill any obligations to you under these Terms and Conditions if it is prevented from doing so by circumstances for which it is not at fault and for which it is not responsible on the basis of the law, a legal action or generally accepted standards, including force majeure.

8.2 In these Terms of Use, force majeure includes, in addition to what is included in the law and case law, all external causes, foreseen and unforeseen, over which AnyWare has no influence but as a result of which AnyWare is not able to fulfill its obligations, including delays or imputable failures on the part of producers and/or suppliers, transportation and communication difficulties, computer system failures and strikes. AnyWare also has the right to invoke force majeure if the circumstance preventing (further) compliance with the agreement occurs after AnyWare should have fulfilled its obligation.

8.3 AnyWare is allowed to suspend the obligations under the agreement while the force majeure lasts. If this period lasts longer than two months, each of the parties has the right to terminate the agreement without being required to compensate the other party.



9. Indemnification

9.1 You indemnify AnyWare against any claims from third parties who suffer loss related to the implementation of agreement that can be imputed to someone other than Dual Inventive.

9.2 If such a claim is brought against AnyWare by a third party, you are required to assist AnyWare in and out of court and to do whatever can be expected of you in that case without delay. If you fail to take adequate measures, AnyWare has the right to take its own measures without further notification. All resulting costs and losses on the part of AnyWare and third parties are fully at your cost and risk.

10. Applicable law and disputes

10.1 All legal relationships to which AnyWare is a party are subject exclusively to Dutch law, even if an agreement is implemented in full or in part in another country or if the other party to the relationship resides there. The applicability of the Vienna Sales Convention is excluded.

10.2 The court in the location of AnyWare's registered office has exclusive jurisdiction to hear disputes, unless the law requires otherwise. Nevertheless, AnyWare has the right to bring the dispute before the court which has jurisdiction according to the law.

10.3 The Parties will not initiate legal proceedings until they have made every effort to settle the dispute amicably.

11. Location and amendment of Terms

11.1 These Terms of Use can be found on the on the website of AnyWare; <https://www.anyware.nl/terms-and-conditions/>.

11.2 The most recently filed version or the version in effect at the time the legal relationship with AnyWare was entered into applies.

11.3 The Dutch text is always decisive for the interpretation of the Terms.