

ScreenCheck International B.V. Terms and Conditions

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ScreenCheck International B.V. Terms and Conditions

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1 – Definitions & applicability of general terms and conditions

1. The following definitions apply to these general terms and conditions:
 - **ScreenCheck:** ScreenCheck International B.V., established in Koraalrood 33 1st floor, 2718 SB Zoetermeer, the Netherlands, Chamber of Commerce number: 27131090, branch no. 000020254709
 - **Contracting party:** any legal person or natural person, acting in the exercise of his profession or business;
 - **Customer:** any contracting party that is in a contractual relationship with ScreenCheck under a purchase agreement concluded with ScreenCheck, as well as any contracting party that wishes to enter into a different type of agreement with ScreenCheck.
 - **The websites:**
 1. screencheck.com, or a subsequent site
 2. badgemaker.info, or a subsequent site
 3. cardsonline.info, or a subsequent site
 - **The license manager:** licensemanager.badgemaker.info, or a subsequent site.
 - **The web shop:** www.getbadgemaker.com, or a subsequent site
 - **The software:**
 1. BadgeMaker ID Card Software
 2. CardsOnline One Card Solution
 - **Subscription:** BadgeMaker Subscriptions
2. These general terms and conditions apply to all offers, quotations, agreements and all ensuing obligations with a buyer made by ScreenCheck. Insofar as the customer (also) orders other products or services to which special general terms and conditions apply, these are also declared applicable to the agreement between the customer and ScreenCheck.
3. These general terms and conditions do not apply to offers to and agreements with natural persons who do not act in the exercise of a profession or business.
4. Deviations from these general terms and conditions are only valid if they have been explicitly agreed in writing by ScreenCheck and the customer and only apply to the specific agreement to which the deviations relate.
5. If the customer declares its own general terms and conditions applicable to an agreement with ScreenCheck or refers to them, then these general terms and conditions will not be accepted by ScreenCheck and the general terms and conditions of ScreenCheck will prevail, unless explicitly agreed otherwise at an earlier stage.
6. The general terms and conditions are communicated to the buyer in advance and can always be consulted via the website and can also be downloaded as a PDF file. The general terms and conditions will be sent free of charge on request.
7. Everything that is stipulated in these general terms and conditions and in any further agreements for ScreenCheck is also stipulated for intermediaries and other third parties engaged by ScreenCheck.

2 – Offers / quotes

1. All offers / quotations from ScreenCheck are without obligation and can be revoked by it at any time, even if they contain a period for acceptance. ScreenCheck may also revoke offers / quotations in writing within thirty calendar days of receipt of acceptance, in which case no agreement has been concluded between the parties.
2. Offers / quotations can only be accepted in writing (including acceptance by email). ScreenCheck is nevertheless entitled to accept an oral acceptance as if it had been made in writing. If the customer places an order on the web shop or the license manager, this order will be final when the customer presses the order button and receives an order confirmation by e-mail. The moment the customer of ScreenCheck receives a confirmation by email, a binding agreement between the parties is established.
3. Information contained in advertising material in the broadest sense of the word, such as catalogs, price lists, brochures, websites of third parties, etc., is never binding on ScreenCheck.

3 – Price

1. All prices used by ScreenCheck are based on the price-determining factors known at the time of the offer/quotation.
2. Unless explicitly agreed otherwise in writing, the prices indicated by ScreenCheck are always exclusive of VAT and excluding shipping, postage and packaging costs.
3. ScreenCheck is entitled to adjust the prices or parts thereof for goods or services that have not yet been delivered and/or have not been paid for any changes in price-determining factors, such as raw material prices, wages, taxes, production costs, currency exchange rates and the like.
4. ScreenCheck is always authorized to adjust the prices without delay if a statutory price-determining factor gives cause for this.
5. ScreenCheck reserves the right to refuse any order placed through the web shop, the license manager or the software.

4 – Payment

1. ScreenCheck is at all times entitled to demand security from the customer for the correct and timely fulfillment of his payment obligations.
2. If the delivery takes place in parts, each part can be invoiced separately by ScreenCheck, unless otherwise agreed in writing with the relevant customer.
3. ScreenCheck is also entitled to calculate the costs of agreed additional work as referred to in Article 2 of these Delivery Terms and to issue invoices for this.
4. If the Customer does not pay within the agreed payment term, the Customer will be in default by operation of law and - without a notice of default being required - will owe interest of 1.5% per (part of a) month on the outstanding amount from the invoice date with a minimum of € 50, without prejudice to the rights vested in ScreenCheck.
5. In the event of payment default, all judicial costs, as well as the extrajudicial collection costs incurred by ScreenCheck in order to achieve fulfillment of the

obligation of the customer, are for the account of the customer. The extrajudicial collection costs amount to 15% of the amount owed by the other party, including the aforementioned interest, with a minimum of € 250.

6. In the event of payment default, ScreenCheck is entitled to suspend the performance of the agreement and all related agreements or to dissolve it.
7. Payments made by the customer always serve to settle all interest and costs owed and subsequently to due and payable invoices that have been outstanding the longest, even if the customer states that the payment relates to a later invoice.
8. Settlement by the customer is not permitted, unless ScreenCheck has fully and unconditionally acknowledged the counterclaim in writing.
9. Unless explicitly agreed otherwise, prepayment by the customer in the indicated electronic manner applies to purchases via the web shop or the license manager.
10. Making payments from the customer to ScreenCheck electronically, including via the Internet and through credit cards, takes place at the risk of the customer. ScreenCheck is not liable for damage suffered by the customer in connection with or being the result of payments made electronically, via the Internet or by means of credit cards. The provision of credit card information by the customer to ScreenCheck via the Internet or otherwise is at the Customer's own risk.
11. ScreenCheck accepts the following forms of payment using the web shop or the license manager:
 - Visa
 - Mastercard
 - American Express
 - PayPal
 - iDeal
 - Sofort
12. The customer may be required to purchase or pay a fee to access some of our services. The customer agrees to provide current, complete, and accurate purchase and account information for all purchases made via the web shop or the license manager. The customer further agrees to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that ScreenCheck can complete the transactions and contact the customer as needed.
13. ScreenCheck bills the customer through an online billing account for purchases made via the web shop or the license manager.

5 – The Software

1. The Software ScreenCheck offers is accompanied by an end user license agreement (“EULA”), the terms of the EULA will govern the use of the software. The customer may not reproduce or redistribute any software except in accordance with the EULA or these Terms of Use.
2. When purchasing a software product, the customer obtains a download link, the accompanying documentation (if any), and a user license in accordance with the license conditions of the manufacturer.

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3. The customer declares by means of the first use of the software that he automatically agrees with the relevant license conditions. The intellectual property of the product remains with the licensor. All rights to the product designations, brands, logos, etc. mentioned and used by ScreenCheck belong to the respective holders of these rights. When using the products, the customer must respect all rights of third parties.
4. Installing new software and changing already installed software entail the risk of data loss. Customer must take measures to prevent data loss. ScreenCheck is not liable for damage resulting from the installation of new software.
5. ScreenCheck is in no way liable for loss of data on storage media purchased from ScreenCheck, except in the case of intent demonstrated by the customer or gross negligence of ScreenCheck.

6 – Free Trial

1. ScreenCheck offers a free trial of the Software for a short period of time to new users who register with the License Manager.
2. At the end of the free trial the user can purchase a BadgeMaker monthly subscription or a full license.

7 – Subscription

1. The customers' subscription begins as soon as the initial payment is processed.
2. The customer agrees to pay all charges or fees at the prices then in effect for the purchases plus applicable taxes (such as VAT if the rate does not include it), and authorize ScreenCheck to charge the chosen payment provider for any such amounts upon making the purchase.
3. The subscription is subject to recurring charges, the customer consents to ScreenCheck charging the payment method on a recurring basis without requiring the customers prior approval for each recurring monthly charge, until the customer notifies ScreenCheck of the cancellation of the subscription.
4. ScreenCheck may change the customers' subscription rate each monthly renewal term, and ScreenCheck will notify the customer of any rate change with the option to cancel. If the applicable VAT rate (or other included tax or duty) changes during your one-month term, ScreenCheck will accordingly adjust the tax-inclusive price for the subscription on the next billing date.

8 – Subscription cancellation

1. The customer can cancel their subscription at any time via their [BadgeMaker License Manager Account](#) page or by contacting [Customer Support](#).
2. The cancellation will take effect at the end of the current paid term. The customer needs to cancel before the next monthly charge to not get charged an extra month.
3. When the customer cancels the subscription after the charge date, the payment is non-refundable, and the subscription will be active until the end of that month's billing period.

9 – User representations

1. By using the websites, the web shop, the software or the license manager, the customer represents and warrants that all registration information the customer submits will be true, accurate, current, and complete.
2. The customer will maintain the accuracy of such information and promptly update such registration information as necessary.
3. The customer has the legal capacity and agrees to comply with these Terms of Use and is not a minor.
4. The customer will not access the websites, web shop and license manager through automated or non-human means, whether through a bot, script or otherwise.
5. The customer will not use the websites, web shop or license manager for any illegal or unauthorized purpose.
6. The customers use of the websites, web shop or license manager will not violate any applicable law or regulation.
7. If the customer provides any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the websites, web shop or license manager (or any portion thereof).

10 – User registration

1. For use of the software and the license manager the Customer is required to register. Customers may also register for a web shop account.
2. The Customer agrees to keep your password confidential and will be responsible for all use of their account and password.
3. ScreenCheck reserves the right to remove, reclaim, or change a username or account if ScreenCheck determines, in our sole discretion, that such a username or account is misused, inappropriate, obscene, or otherwise objectionable.

11 – Prohibited activities

1. The Customer may not access or use the websites, web shop, license manager and the software for any purpose other than that for which ScreenCheck makes them available.
2. The websites, web shop, license manager and the software may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by ScreenCheck.
3. As a user of the websites, web shop, license manager and the software, the customer agrees not to:
 - a. Systematically retrieve data or other content from the websites, web shop, license manager and the software to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
 - b. Make any unauthorized use of the websites, web shop, license manager and the software, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of

sending unsolicited email, or creating user accounts by automated means or under false pretenses.

- c. Use the websites, web shop, license manager and the software to advertise or offer to sell goods and services.
- d. Circumvent, disable, or otherwise interfere with security-related features of the websites, web shop, license manager and the software, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the websites, web shop, license manager and the software and/or the content contained therein.
- e. Trick, defraud, or mislead ScreenCheck and other users, especially in any attempt to learn sensitive account information such as user passwords.
- f. Make improper use of our support services or submit false reports of abuse or misconduct.
- g. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- h. Interfere with, disrupt, or create an undue burden on the websites, web shop, license manager and the software or the networks or services connected to the websites, web shop, license manager and the software.
- i. Attempt to impersonate another user or person or use the username of another user.
- j. Sell or otherwise transfer your profile.
- k. Use any information obtained from the websites, web shop, license manager and the software in order to harass, abuse, or harm another person.
- l. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the websites, web shop, license manager and the software.
- m. Attempt to bypass any measures of the websites, web shop, license manager and the software designed to prevent or restrict access to the websites, web shop, license manager and the software.
- n. Delete the copyright or other proprietary rights notice from any content.
- o. Copy or adapt the websites, web shop, license manager and the software, including but not limited to PHP, HTML, JavaScript, or other code.
- p. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the websites, web shop, license manager and the software or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the websites, web shop, license manager and the software.

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- q. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).

12 – Third-party websites and content

1. The websites, web shop, license manager and the software may contain (or you may be sent) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").
2. Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by ScreenCheck, and ScreenCheck is not responsible for any Third-Party Websites accessed through the websites, web shop, license manager, the software or any Third-Party Content posted on, available through, or installed from the websites, web shop, license manager or the software, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.
3. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by ScreenCheck.
4. If the customer decides to leave one of the websites, web shop, license manager or the software and gains access to the Third-Party Websites or uses or installs any Third-Party Content, the customer does so at their own risk, and the customer should be aware these Terms of Use no longer govern.
5. The customer should review the applicable terms and policies, including privacy and data gathering practices, of any website to which the customer navigates from the websites, web shop, license manager, software or relating to any applications the customers uses or installs from the websites, web shop, license manager or the software.
6. Any purchases the customer makes through Third-Party Websites will be through other websites and from other companies, and ScreenCheck takes no responsibility whatsoever in relation to such purchases which are exclusively between the customer and the applicable third party.
7. The customer agrees and acknowledge that ScreenCheck does not endorse the products or services offered on Third-Party Websites and the customer shall hold ScreenCheck harmless from any harm caused by their purchase of such products or services.
8. Additionally, the customer shall hold ScreenCheck harmless from any losses sustained by the customer or harm caused to the customer relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

13 - Corrections

1. There may be information on the websites, web shop, license manager or the software that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. ScreenCheck reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the websites, web shop, license manager or the software at any time, without prior notice.

14 – Delivery of physical products

1. The place of delivery applies in all cases - unless otherwise specified in writing - to the actual or the place of business specified by the customer when ordering or the customer's place of business with which the contract was concluded.
2. The specification of delivery periods in offers / quotations, confirmations and / or contracts are made to the best of our knowledge and these will be considered as much as possible, but they can never be regarded as a strict deadline.
3. Immediately after delivery the customer must examine whether the goods delivered, or the services provided comply with the agreement.
4. The customer cannot rely on the fact that the goods delivered, or the services provided do not comply with the agreement if he neglects this investigation or has not notified ScreenCheck of the defects in writing within the period stated below.
5. Visible defects must be reported to ScreenCheck in writing within five working days after delivery or after the relevant services have been provided.
6. Hidden defects must be reported in writing immediately after the customer has discovered them, but no later than three weeks after delivery of goods or service provision.

15 – Customer guarantees

1. Customer undertakes to enable ScreenCheck to be able to perform the delivery. The customer guarantees for its own account and risk that:
 - a. ScreenCheck is given the cooperation necessary for the performance of the service or delivery;
 - b. the ordered goods or services are purchased;
 - c. the delivery can take place under normal working conditions, during normal working hours from 8 a.m. - 6 p.m. GMT.
2. If the ordered goods or services have been offered to the customer for delivery, but delivery has not been possible due to the fact that the customer has not complied with one of the obligations referred to in paragraphs 1 and 2, the purchase is deemed to have been refused. From this moment on, the customer is legally in default without further notice of default being required by ScreenCheck. The day on which refusal of acceptance takes place is deemed to be the delivery date of the ordered goods or services. From now on the goods are also at the risk of the buyer.
3. Without prejudice to the obligation to pay, in the case referred to in paragraph 2 the customer is obliged to compensate for damage suffered by ScreenCheck

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as a result of the refusal; including making costs for storage and transport, the latter costs being related to the usual rates on the spot.

16 – Transfer of risk

1. Irrespective of what has been agreed between ScreenCheck and the customer regarding transport and insurance costs, the items remain at ScreenCheck's risk until the moment that they have passed into the actual control of the customer or the third party (s) engaged by the customer by signing the bills of lading, sign-off lists and / or packing lists or by actual delivery.
2. As soon as the goods have been transferred in accordance with the provisions of paragraph 1 into the actual disposal power of the customer or the third party (s) engaged by the customer, the customer is obliged to adequately insure these goods against theft, damage, destruction and the like.

17 – Liability

1. If one of the Parties fails to fulfill one or more of its obligation(s) from the agreement, the other Party will give notice of default, unless compliance with the obligation(s) concerned is already permanently impossible, in which case the negligent Party is immediately in default. The notice of default will be given in writing, whereby a reasonable period will be granted to the negligent Party to fulfill its obligations. This period has the character of a strict deadline. ScreenCheck's liability vis-à-vis the customer for direct damage in the event of non-performance, late performance or inadequate performance is limited to the net invoice value of the products or services in question.
2. The limitation referred to in paragraph 1 also applies if ScreenCheck is held liable by the customer for reasons other than the agreement concluded between them.
3. Direct damage is exclusively understood to mean:
 - a. the reasonable costs that a party would have to incur for a performance of the other party to comply with the agreement. However, this damage will not be compensated if the other party has dissolved the agreement;
 - b. reasonable costs incurred to determine the cause and extent of the damage insofar as the determination relates to direct damage within the meaning of these Terms of Delivery; reasonable costs incurred to prevent or limit damage insofar as the party suffering the damage demonstrates that these costs have led to a limitation of direct damage within the meaning of these terms and conditions.
4. ScreenCheck is never liable for indirect damage, including consequential damage, lost profit, lost savings, damage due to business interruption and all damage that does not fall under direct damage within the meaning of these general terms and conditions.
5. The limitation of liability does not apply if there is intent or gross negligence on the part of directors and managers of ScreenCheck.

6. ScreenCheck is never liable for the materials made available to ScreenCheck by the customer in connection with the agreement. Customer undertakes to take out adequate insurance for these materials.
7. Without prejudice to the above, ScreenCheck is not liable if the damage is due to intent and / or gross negligence and / or culpable action or improper or improper use of the delivered goods by the customer.

18 – Disclaimer

1. The websites, web shop, license manager and the software are provided on an as-is and as-available basis.
2. The Customer agrees that their use of the websites, web shop, license manager, software and our services will be at their sole risk.
3. To the fullest extent permitted by law, ScreenCheck disclaims all warranties, express or implied, in connection with the websites, web shop, license manager, software and the customers use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
4. ScreenCheck makes no warranties or representations about the accuracy or completeness of the websites, web shop, license manager, software content or the content of any websites linked to the websites, web shop, license manager, software and ScreenCheck will assume no liability or responsibility for any
 - a. errors, mistakes, or inaccuracies of content and materials,
 - b. personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the site,
 - c. any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein,
 - d. any interruption or cessation of transmission to or from the site,
 - e. any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party, and/or
 - f. any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the site.
5. ScreenCheck does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between the customer and any third-party providers of products or services.
6. As with the purchase of a product or service through any medium or in any environment, the customer should use their best judgment and exercise caution where appropriate.

19 – Force majeure & unforeseen circumstances

1. If fulfillment on the part of ScreenCheck or decrease on the part of the Customer is delayed for more than one month due to force majeure, each of the parties is entitled - subject to the exclusion of further rights - to dissolve the agreement in accordance with the law. What has already been paid under

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the agreement or has been performed will then be settled pro rata between the parties.

2. Force majeure of ScreenCheck is understood to mean:
 - a. the circumstance that ScreenCheck is a performance (including a performance by customer)
 - b. that is important in connection with the performance to be delivered by it, not, not on time or not properly delivered;
 - c. strikes;
 - d. traffic disruptions;
 - e. government measures that prevent ScreenCheck from meeting its obligations on time or properly;
 - f. riots, riot, war;
 - g. extreme weather conditions;
 - h. fire;
 - i. import, export, and / or transit bans.
3. If there are unforeseen circumstances that are of such a nature that the customer cannot reasonably expect that ScreenCheck will comply with the requirements of ScreenCheck, the court may wholly or partially dissolve the agreement at the request of one of the parties.

20 – Dissolution

1. In the cases described below and insofar as granted below, each of the parties has the right to terminate the agreement, in full or in part, with immediate effect, without further notice of default and judicial intervention:
 - a. when the other party has requested or obtained a moratorium on payments or the other party has been declared bankrupt;
 - b. when the other party's company is liquidated voluntarily or involuntarily;
 - c. when the other party's company merges or is taken over;
 - d. when a substantial part of the assets of the other party are seized;
 - e. when other circumstances arise in which the continuation of the agreement cannot reasonably be required.
2. Each of the parties is entitled to terminate the agreement only if the other Party - after a proper and as detailed as possible written notice of default with a proposal for a reasonable period of time for purification of the shortcoming - fails to fulfill its obligations under the obligations, agreement and provided that such failure justifies the termination.
3. If the agreement is dissolved, the claims of ScreenCheck on the buyer are immediately claimable. If ScreenCheck suspends compliance with the obligations, it will retain its rights under the law and the agreement.
4. ScreenCheck always retains the right to claim compensation.

21 – Industrial and intellectual property

1. Unless otherwise indicated, the websites, web shop, license manager and the software is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the websites, web shop, license manager, software (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by ScreenCheck or licensed to ScreenCheck, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the Netherlands, foreign jurisdictions, and international conventions.
2. The Content and the Marks are provided on the Site “AS IS” for the customers information and personal use only. Except as expressly provided in these Terms of Use, no part of the websites, web shop, license manager, software and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without express prior written permission from ScreenCheck.
3. Provided that the customer is eligible to use the websites, web shop, license manager or the software, the customer is granted a limited license to access and use and to download or print a copy of any portion of the Content to which the customer has properly gained access solely for their personal, non-commercial use. ScreenCheck reserves all rights not expressly granted to the customer in and to the websites, web shop, license manager and the software, the Content and the Marks.

22 – Privacy

1. ScreenCheck handles all personal data that is provided to it in accordance with applicable legislation, in particular the Personal Data Protection Act.
2. All data provided by the customer will only be used by ScreenCheck if this is necessary for the conclusion and the fulfillment of the agreement (including the other provisions, including these general terms and conditions), as well as for ScreenCheck’s business operations. Data is only provided to third parties if this is necessary for the aforementioned purposes.
3. For more information about privacy, reference is made to the ScreenCheck website (<https://www.screencheck.com/en/privacy-and-cookie-policy/>) under the "Privacy & Cookies Policy" heading.

23 - Miscellaneous

1. These Terms and Conditions and any policies or operating rules posted by ScreenCheck on the websites, web shop, license manager, software or in respect to constitute the entire agreement and understanding between the customer and ScreenCheck.
2. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.
3. These Terms and Conditions operate to the fullest extent permissible by law.

4. ScreenCheck may assign any or all our rights and obligations to others at any time.
5. ScreenCheck shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.
6. If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Conditions and does not affect the validity and enforceability of any remaining provisions.
7. There is no joint venture, partnership, employment or agency relationship created between the customer and ScreenCheck as a result of these Terms and Conditions or use of the websites, web shop, license manager or software.
8. The customer agrees that these Terms and Conditions will not be construed against us by virtue of having drafted them.
9. The customer hereby waives any and all defenses the customer may have based on the electronic form of these Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.

24 – Disputes and applicable law

1. All disputes - including those that are considered as such by only one party - that may exist between ScreenCheck and the customer as a result of an agreement or further agreement concluded by ScreenCheck with the customer, are subject to the decision of the ordinary court in The Hague, The Netherlands.
2. If one of the parties considers a dispute to be present and wants to bring it before the court, he must inform the other party in writing with a description of the dispute.
3. The agreements to be concluded by ScreenCheck with the application of these general terms and conditions are always governed by Dutch law. The Uniform Laws on the international purchase of movable tangible property and the establishment of international purchase agreements concerning movable tangible property are expressly excluded.