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The objective of the system application S-DNA is to assist organisations in sharing relevant administrative data as efficiently as possible, thus enabling organisations to economise whilst still safeguarding the reliability of the financial, administrative data saved in their systems. It is essential that the data saved in S-DNA should be reliable, so that this objective can be achieved. This is why it is necessary to impose certain requirements on every user of S-DNA and all of the data stored in it. These user conditions explain the requirements that we have to impose on the users and the data in this context, so that we can achieve our and your objectives.

The conditions relate to:

1. data confidentiality
2. data reliability
3. S-DNA system availability
4. conditions for users

The system application S-DNA is the property of SharingDNA B.V.

SharingDNA B.V. has its office address at Computerweg 24, Utrecht and is registered in the registers of the Chamber of Commerce under number 34298057.

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## User conditions

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## 1. Introduction

### a. Objective

The objective of the system application S-DNA is to assist organisations in sharing relevant data as efficiently as possible, thus enabling organisations to economise whilst still safeguarding the reliability of the financial, administrative data saved in their financial and procurement systems. It is essential that the data saved in S-DNA should be reliable, so that this objective can be achieved. This is why it is necessary to impose certain requirements on every user of S-DNA and all of the data stored in it. These user conditions explain the requirements that we have to impose on the users and the data in this context, so that we can achieve our and your objectives.

### b. Definition of the term 'user' and the scope of these conditions

Everyone who logs in to S-DNA becomes a user of this system and by doing so confirms his or her acceptance and observance of the conditions for use of S-DNA, as set forth in this document. If you are using S-DNA on behalf of an organisation or other legal entity, you confirm that you have the authority to issue and are responsible for the profile data and other information pertaining to your organisation left on S-DNA and that you are also bound by these conditions as an individual. If you do not wish to pass on the updated data to your contacts using S-DNA, then of course you need not accept these conditions. Click [here](#) to stop browsing, downloading, sharing documents, exchanging data or otherwise using S-DNA. As a user, you acknowledge that you have read and agree to be bound by the provisions contained in these conditions.

## 2. General user conditions

### a. Law applicable to these conditions

You must comply with all applicable legislation and with the policy and the processes explained in the following articles:

1. Dos and Don'ts;
2. Complaints pertaining to content placed on the S-DNA website; and
3. S-DNA privacy policy.

### b. Ownership and use of the data saved in S-DNA

In terms of these conditions, you are the owner of the information that you add to and adjust in S-DNA and you can arrange for that information to be deactivated at any time by passing a request to that effect to S-DNA, unless data has already been taken over by other users or unless documents have been exchanged between your organisation and other connected users who cannot deactivate or delete it. For the provision of the service, you hereby grant to SharingDNA the non-exclusive, irrevocable, worldwide, perpetual, unlimited, transferrable, sub-licensable, fully paid-up and royalty-free right to improve, enrich and analyse data, to deploy it for third parties and to distribute it. Within the application, S-DNA may delete, store, augment, process, analyse and use data in any way, both now and in the future. All data that you communicate into or with S-DNA, either directly or indirectly, including but not confined to content, information, ideas, concepts, techniques or services entered by the user, may be communicated to the client, to you or to third parties who provide support in the provision of the service being offered, without any further consent, announcement and/or payment. All data that you send to us is sent at your own risk regarding loss, as specified in points 2 and 3 of these conditions.

### c. Conditions imposed on the user

You warrant, by using S-DNA, that you meet the following criteria: (1) you are 18 or older; (2) if you are using S-DNA on behalf of an organisation or other legal entity, you have the authority to represent that

entity; (3) you have not held a banned S-DNA account, are not sending any phantom invoices and/or managing any bankrupt supplier data; (4) you are not a competitor of S-DNA or using the functions and services for purposes that are competitive with S-DNA or have been otherwise contracted; (5) you have the complete authority to act in terms of these conditions and, in doing so, are not infringing any other agreements to which you are a party; (6) you are not breaching any rights of SharingDNA B.V., including intellectual property rights such as copyright and trademark rights; (7) you agree that you accept financial responsibility for all equipment, software and necessary internet access for using the functions and services.

d. Log-in data

You agree: (1) to keep your user name and password safe and confidential; (2) not to allow others to use your account; (3) to refrain from mutating other users' account numbers or other profile data; (4) to refrain from presenting your organisation as a different organisation or legal entity.

You are also responsible for all information, data and documents and any exchange thereof by means of your account until such times as S-DNA deactivates your account at your request. If your account security is compromised, you are responsible for providing evidence that you or any authorised third party is/are not to blame for this. You may contact the S-DNA support service to have your account deactivated.

e. Indemnification

You indemnify S-DNA in respect of any damage, losses and expenses caused by (1) any failure on your part to comply with these conditions, including but not confined to the information you send and use in S-DNA and that breaches the rights of any third parties or applicable legislation; and (2) activities you undertake within or assisted by S-DNA.

f. Arrangements with collaborative partners

If you purchase services from our collaborative partners, using S-DNA, then you agree that your profile data and other information used for doing so will be saved.

g. Activities in breach of these Conditions

If you consider that you will have to act in breach of these Conditions, you agree to provide us with a written and detailed explanation of your reasons, in advance, so that S-DNA can consider these and propose an alternative solution for the situation, albeit that S-DNA will not be obliged to do this.

h. Notifications and announcements

You will receive announcements and notifications pertaining to the application of S-DNA functions and services in your S-DNA account. You also agree that S-DNA can communicate with you via your S-DNA account or by post, telephone or other means, including the email address confirmed in your profile. You acknowledge and agree that we have no liability whatsoever in connection with or arising from the profile and contact information you maintain or any other information, including but not confined to any failure by you to obtain critical information concerning verification of data and information about open requests and services.

i. Communication among users and the sharing of information and documentation

S-DNA offers organisations a range of options for improving profile information and the ability to place texts and documents, at the request of contacts, that can be replied to and shared. S-DNA also facilitates the exchange of product information with other users linked to a user profile and linked to those of contacts. Profile information is generic and not specific to a user or group of users. Profile information is viewed and used by other users to improve communication among the organisations that will be doing business with you, either now or in future. When linking information to your profile, make a

conscious choice of what information you want to share with all users and what you only want to share with your existing contacts. S-DNA is not liable in any way and you hereby indemnify S-DNA in respect of any information that is supplied incorrectly or is misplaced.

j. Privacy

You must carefully read the complete privacy policy and be aware of how information is dealt with, including information you send to us that is personally identifiable, before logging in to S-DNA. You acknowledge that the submission of information or statements is done entirely voluntarily.

**3. Your right to access information in S-DNA**

On condition that you comply with all of your obligations in terms of these Conditions, we hereby grant to you a limited, revocable, non-exclusive, non-transferable, non sub-licensable right to access information that we offer on S-DNA's web pages, all in accordance with these Conditions, via a generally available browser or via the application, but not by means of technology or software that is used to gain access to the information without the express consent of S-DNA. Any other use of S-DNA is in conflict with our mission and the objective, is utterly prohibited and is a breach of these Conditions. We reserve all rights that are not explicitly granted to you or your organisation in these Conditions. You and your organisation will observe the Dos and Don'ts described in these Conditions.

**4. Our rights**

a. Availability

As long as S-DNA continues to exist, S-DNA will issue and attempt to keep current and improve functions and user benefits and expand the service. As a result, we grant you access to S-DNA as long as it exists and is available, until an as yet unspecified date, and we accept no further obligations beyond those specified in these Conditions. S-DNA may amend, replace, refuse access, cancel accounts, amend the prices of functions and services being offered within the S-DNA system, either fully or partially, or stop the implementation of any part of its functions and services, at its own discretion. Any and all such changes shall come into effect at the point when the site is adapted or when they are directly communicated to you, unless otherwise stated. S-DNA reserves the right to deny, delete and/or entirely dissociate itself from available data that forms part of a profile, with or without notification, if S-DNA considers this necessary in breach of these Conditions.

For the avoidance of any doubt, S-DNA is not obliged to save, maintain or save copies of data or the contents of documents that you or other users add or supplement by the use of our services and functions.

b. Third parties

S-DNA may contain links to third-party websites. S-DNA allows functions and functionalities to be used simply based on profile data provided by S-DNA.

You are responsible for deciding whether you want to click through to a third-party site or to use a linked system application. For this, you must accept all applicable terms and conditions and/or privacy policies of a third-party site or system application before using it or clicking through to it, thus giving the operator your consent to use your data in a way that S-DNA would not use it.

S-DNA is not liable for other functions, contents, advertising, products or other material on or available via third-party websites. S-DNA does not perform any evaluation or audit of third-party applications. Therefore, when you decide to access third-party sites or use third-party system applications, you do so at your own risk and you agree that your use of a system application is on an "as-is" basis, without any warranties.

Please note: If you want to link a third-party system application or site to your S-DNA account, there is a

possibility that the application or website will receive information from your S-DNA profile in order to open the application.

c. Disclosure of user information

You acknowledge and give your consent and agree that we may open, save and disclose the data you provide if we are obliged to do so by law or in the belief, in good faith, that such access, saving or disclosure is reasonably necessary to let us be advised in relation to: (1) legal proceedings;(2) implementation of these Conditions; (3) responding to and defending any breach of third-party rights, whether or not that third party is a user, an individual or a government body; (4) responding to the support service, or (5) protecting the rights, property or personal safety of S-DNA, our users or the public.

## 5. Disclaimer

Do not rely upon S-DNA, all of the data it contains or the continued existence thereof. We offer the S-DNA system and all information and data on an “as-is” and “if available” basis. S-DNA offers no explicit warranties or statements.

So far as permissible under the applicable law, we hereby reject all implicit warranties and statements, including but not limited to all warranties regarding saleability, suitability for a specific purpose, rights of ownership and inviolability. If you suffer any detriment through S-DNA or anything associated with S-DNA, we would ask you to deactivate your profile. These Conditions [are?] in accordance with section 6 (“Termination”), and such termination is your sole and exclusive remedy.

S-DNA is not liable and makes no statements or warranties regarding the delivery of notifications. In addition, S-DNA offers no warranty that the use of the service will not amount to a breach of third-party rights. S-DNA is under no obligation whatsoever to verify the identity of the individuals and organisations using the services of S-DNA. S-DNA rejects all liability for identity theft or any other abuse of your profile or information.

S-DNA cannot warrant that the services will be able to operate without performance errors or interruptions, specifically interruptions due to maintenance, updates or system or network disruptions.

S-DNA rejects all liability for damage caused by any such interruptions or performance errors. S-DNA also rejects all liability for any breakdown, inability to gain access or inadequate resources resulting from inappropriate materials, breakdowns associated with internet service providers, Internet network saturation or any other reason.

## 6. Termination

a. Mutual cancellation rights

You may reject these Conditions, for any reason or for no reason, at any point by notifying S-DNA accordingly. Any such notification becomes effective once it has been processed. S-DNA may reject any further conditions set by you for any reason or for no reason, at any point, and with or without notification to you. Termination of your S-DNA account entails the disconnection of your access to S-DNA.

b. Abuse of services

S-DNA may restrict access or suspend or terminate your account in the event of abuse or improper use of the functions. Abuse of functions includes: misleading amendment of profile data; abusing the S-DNA messaging functions; creating multiple or false profiles; commercial use of the S-DNA services without prior written consent to do so from SharingDNA B.V.; infringement of intellectual property rights; or any other conduct that S-DNA considers, in its complete discretion, to be in breach of its own objective.

c. Consequences of termination

When your S-DNA account is terminated, you lose access to our services and those of third parties. S-DNA is authorised to block access to the services on the basis of an IP address or series of IP addresses.

d. Separation of provisions

If any provision in these Conditions is held to be illegal, void or unenforceable by a competent court or arbitrator, then the unenforceable provision will be adapted in such a way as to become enforceable and effective, commensurate as far as possible with emulating and complying with the unenforceable provision, and the remaining provisions in these Conditions shall not in any way be affected by any such adaptation.

e. Language

If desired, S-DNA can provide you with an English language version of these Conditions, the privacy Policy and/or other documentation.

You may respond [here](#) with any questions or comments.

## 7. DOs en DON'Ts

As a condition for accessing S-DNA, you agree to these User Conditions and you must strictly observe the following Dos and Don'ts:

A. Dos:

1. comply with all applicable laws including but not confined to privacy laws, laws on intellectual property, export laws, tax laws and instructions;
2. provide correct, complete and careful information;
3. accept and comply with our Privacy Policy;
4. use the services within S-DNA in a professional way;
5. ensure your profile information is justified and reliable in the designated areas, so that your organisation can operate more simply and better and note that the information you publish within S-DNA will contain your identity or the disclosure of sensitive or personal information such as but not confined to an email address, phone number or address, of a confidential nature.

B. Don'ts:

1. exhibit improper, unprofessional and inappropriate conduct in your communications and profile information or by placing offensive content on S-DNA;
2. duplicate, license, sub-license, publish, distribute, pass on, share, provide, display, sell or otherwise transfer information contained on S-DNA (except for content you have placed there yourself), save as permitted in these Conditions;
3. reverse engineer, decompile, dismantle, decipher or otherwise attempt to copy and/or commercialise the source code of any underlying intellectual property developed by SharingDNA or used by S-DNA for the services;
4. compile a profile of a non-commercial nature;
5. use S-DNA data, including data and all other information you come into contact with, for a service that is in competition with S-DNA;
6. imply that you are directly or indirectly affiliated as a partner to or approved by S-DNA as an

- adviser, directly or indirectly, unless you have concluded a written agreement with S-DNA to that effect;
7. lease, sell, hire out, trade in or repeatedly grant access to S-DNA or any information present in S-DNA;
  8. insert deep links to websites for any purpose other than promoting your own profile and webshop used by your contacts, unless explicitly [agreed to] in writing by S-DNA;
  9. use manual or automated software, appliances, scripts, robots or other resources or processes to gain access;
  10. use robots or other automated methods for adding and/or downloading contacts or for sending or passing on messages or other activities, otherwise than via S-DNA and partner organisations;
  11. gain access to S-DNA, via automated or manual resources or processes, for an overview of availability, performance or functionalities or for a competitive purpose;
  12. simulate the appearance or the S-DNA functions on the website by means of "framing" or "mirroring" or otherwise;
  13. attempt to gain access to S-DNA in an improper manner or otherwise than via the interface, without obtaining a written exemption to that effect from S-DNA;
  14. undertake activities that interfere directly or indirectly with the proper operation of or placement of information or data and entail an unreasonable load on our infrastructure, including but not confined to undesired communication to other users or S-DNA personnel, attempting to gain unauthorised access and the transmission and activation of computer viruses;
  15. remove copyrights, trademark rights and/or other property rights mentioned in or on S-DNA, including those of S-DNA itself, its partners and its licensors;
  16. delete or obscure any advertising that may be included in S-DNA;
  17. abuse data or cause damage to other profile data;
  18. collect, use or transfer any form of information, including but not confined to personally identifiable information obtained from S-DNA, except insofar as explicitly permitted in these Conditions or if the owner of the information has given explicit written permission for this to be done;
  19. share information from non S-DNA users without their explicit consent;
  20. hamper or disrupt S-DNA, including but not confined to servers, ERP systems, networks and other systems linked to S-DNA;
  21. invite parties you do not know and with whom you have no plans to enter into a relationship;
  22. upload cartoons, symbols, drawings or other content apart from a logo of the organisation linked to the profile or answering business emails or applications made on request;
  23. use or attempt to use another account without permission from the Company, or create a false identity within S-DNA;
  24. infringe the use of the S-DNA brand, logos and/or trading names, including but not confined to the use of the word "S-DNA" in any business name, email or URL and including S-DNA as a trademark and logos;
  25. upload post, send emails or otherwise make information accessible that could result in:
    - a. forgery of documents, imitation or giving some other incorrect impression of your identity, including but not confined to the use of a pseudonym, or abusing your current or previous positions and qualifications, now or previously, with an organisation;
    - b. being illegal, insulting, defamatory, obscene, discriminatory or otherwise inflammatory;
    - c. adding information that is not intended for a particular field, e.g. adding a phone number to a company name or some field other than under 'phone number';
    - d. disclosing information that you are not entitled to disclose or to have, either by law or a contractual relationship;
    - e. infringing patents, trade names, trade secrets, copyrights or other property rights;
    - f. uploading unsolicited or unauthorised advertising, promotional materials "junk" mail, "spam", "chain letters", "pyramid structures" or any other form of incentive. This ban includes but is not confined to sending invitations to organisations or individuals using S-DNA;
    - g. containing software viruses, worms or other computer codes in files or programs that cause interruptions or deletions or restrict the functionality of computer software;
  26. take part, directly or indirectly, in or expand a network whose objective is to create or extend a pyramid game, or other comparable practices;



27. publish complaints about the contents or operation of S-DNA to third parties, in any way whatsoever, without prior written consent from S-DNA.

To promote our objectives, you may submit any complaints to S-DNA concerning the content placed by our users. Respond immediately to any complaints in order to initiate this procedure.

SharingDNA B.V., Amsterdam, the Netherlands

## **8. Salient points from SharingDNA B.V.'s privacy policy**

### **a. Organisation profile data**

We collect data:

- If instructions are accepted to update registry files that include creditor and/or supplier data in S-DNA.
- If you register an S-DNA account as ("User"), such as the complete organisation registry data including your name, email address, country and password.
- Additions to your profile with further information about your organisation or your personal contact details.
- We use cookies and other technology to recognise you and to improve and where necessary adapt our service.
- As with all other websites, we automatically receive your internet user details, such as your IP address, the URLs for sites you visit within S-DNA and when you leave the S-DNA website, your type of browser, your operating system, your mobile provider, your mobile equipment and your ISP.
- We keep the information you provide in order to simplify and improve the maintenance and completion of registry files, to improve our service and make accessible the services of third parties that are available via S-DNA, such as market reports and creditor summaries.

### **b. Use of organisation profile data**

We use the data that you provide for these purposes:

- To share with and communicate to other users (this does not include issuing or offering your personal, non-commercial data to third parties).
- Harmonising the services on your account with regards to the service we and our partners offer.
- In communications instructed by you or your contacts by means of, e.g., email, post and notifications in the S-DNA system.
- We do not sell or lease any personally identifiable data to third parties for marketing purposes.

### **c. Safety**

- Personal information you provide will be secured using industry standards and technology.
- The S-DNA servers are hosted in a secure (bunker) environment. Visitors must identify themselves and only SharingDNA employees can attend at the S-DNA servers.
- The data is backed up every day. The backups are encrypted so that no-one can read any confidential data.
- The application can only be accessed via HTTPS / SSL. Passwords and confidential data therefore pass down the line in encrypted form and cannot be intercepted by anyone.
- The server is properly protected via a firewall.

### **d. Secure log-in data**

- You are responsible at all times for maintaining the confidentiality of your unique password and account information and for controlling access to your S-DNA profile and the communications undertaken via that profile.