



AET Mobile BV

Terms of Use AET App

These are the Terms of Use, of AET Mobile BV established at [6825 BS] Arnhem on IJsselburcht 3, Chamber of Commerce number 56386389 (hereinafter "AET")

1. General

These Terms of Use apply to the use of the mobile application of AET: ("AET App") and the associated electronic authentication service ("Service"). By downloading the AET App on your device, you conclude an agreement with AET. This enables you to use the AET App and the Service. The Terms of Use are available as download on our website. They may be saved and/or printed.

Through using the AET App and the Service, you can be identified easily and be authorised for business applications of the connected Customer(s) (the "Buyer(s)") of AET. A business application is defined as websites, portals or applications where files are integrated in and that needs to be signed by the End User.

2. Registration at a Customer

To make use of the service, you need to register at a Customer. During this registration, you have created a User ID and received a One Time Password. Be sure to always keep secret: the One Time Password, User ID and PIN code created in the framework of the Service. These are strictly personal. You are responsible for all use made with your User ID and the digital certificate of the Service.

3. Personal Information

As part of the Service, we processed the User ID, One Time Password and the names of the Customers for which you are logged in. We have no access to other personal data recorded by the Customer. We will, however, ensure that the processing of all personal data complies with the requirements arising from the EU General Data Protection Regulation (GDPR).

We use your User ID, One Time Password solely for the purposes of providing the Service. If you use the Service for several Customers, we are entitled to link the names of these Customers to your User ID and save it in a file.

4. Use of the AET App

AET grants you to use the non-exclusive, non-transferable and limited right to use the AET App in the context of the Service provided, subject to the limitations and conditions below.

You may not disclose, copy, reproduce or otherwise modify the AET App. You are not entitled to remove or to evade the technical (security) measures or restrictions applied by AET or its Supplier in the AET App. It is not allowed to decompile the AET app, delete the code, reproduce the code or to translate or attempt reverse engineering otherwise.

The copyright and any other intellectual property and similar rights to protect information relating to the AET App and the Service belongs exclusively to AET or its licensors. Nothing in these Terms of Use or the use of the AET App seeks full or partial transfer of such rights.

5. Liability

Only the Customer (and not AET) is responsible for the business application and the access to it. We do not guarantee that you can operate without interference towards the AET App or Service at all time, we reserve the right to make the Service fully or partially (temporary) out of use, to conduct maintenance or modification. We are in any case entitled to put the Service and/or the AET App entirely out of use if:

- We consider the digital certificate attached to your AET App compressed;
- The information provided by you or the Customer is not correct;
- You breach any provision of these Terms of Use;
- The agreement ends with you;
- The agreement with the Customer is terminate and they are not other Customers where you are logged in;
- There is a compelling reason.

We are not liable for any damage resulting from the decommissioning of the AET App or Service.

We are not liable for your damages unless the damage was caused by a shortcoming in the performance of the Agreement, in which we are only liable for direct damage. The total liability shall not exceed the maximum amount of EUR 100, - (one hundred Euros) per event, with a series of events is regarded as one event. Direct damage is exclusively:

- a) the reasonable costs that you had to incur in order to comply AET its obligations under the Agreement;
 - b) reasonable costs that you had to incur in order to avoid or limit the direct damage as referred to in this article;
- and

- c) reasonable costs that you had to incur in order to determine the cause and extent of the direct damage.

Any liability indirect damages, including but not limited to consequential damages, lost profits and loss of business, loss of savings, losses, costs incurred to prevent or determination of consequential damages are excluded.

6. Other terms and applicable law.

You are entitled to remove the AET App on your mobile device at any time. This will not, however, end your contract with the Customer. If you want to unsubscribe from the Customers' Service and/or the agreement, you need to contact the Customer directly. If you use a digital certificate for multiple Customers, you can use this digital certificate, even after the termination of the agreement of the Customer, to other Customers, unless otherwise specified by AET.

AET is entitled to transfer the rights and obligations under the agreement to a third party.

The agreement, including these Terms of Use, are governed by Dutch law.