

CDD On Demand

General terms and conditions

+31 23 517 92 00
info@scope.nl
www.cddondemand.com

Article 1 Definitions

1. **Scope FinTech**, a trade name of SCOPE marketing technology B.V. (hereinafter referred to as "SMT") is the originator and user of these general terms and conditions. SMT is located at Wijkerveerstraat 3, 2131 HB in Hoofddorp, registered in the Trade Register under Chamber of Commerce number: 34.06.39.03.
2. **Website**: the SMT website: www.cddondemand.com
3. **Cloud service**: the portal the user logs in to for the delivery of the delivered product: <https://portal.cddondemand.com/>
4. **User**: the natural or legal person who, by registering on the Website based on an agreement between the Client and SMT, can make use of SMT's products on the Website by accessing their own account.
5. **Client**: the natural or legal person with whom SMT has concluded an Agreement for the use of SMT's products on the Website that is established through registration of the Client on the Website.
6. **Agreement**: all of the provision or expression that is legally applicable to the legal relationship between the User / Client and SMT, including the provisions in these general terms and conditions of delivery.
7. **Registration form**: the electronic document on which the Client states the information necessary for concluding the Agreement and with which he and his Users register on the Website for access to the products made available by SMT.

Article 2 General

1. These general terms and conditions apply to every offer and every concluded Agreement between Client and its Users and SMT.
2. Unless otherwise stated in these general terms and conditions, any form of communication is understood to mean communication in digital form and a Client has registered.
3. Deviations from these general terms and conditions can only be made in writing.
4. If and to the extent that the provisions of an Agreement deviate from the provisions of these general terms and conditions, the provisions of the Agreement take precedence.
5. Destruction or invalidity of one of the present provisions does not affect the validity of the other provisions. At the request of the Client, SMT or the Client is obliged to enter into negotiations in order to make a reasonable replacement arrangement with regard to the affected clause. The purpose and scope of the original provision is thereby taken into account as much as possible.

Article 3 Offer and conclusion of the agreement between the client and SMT

1. Unless a period for acceptance is stated therein, every offer and every quotation is without obligation.
2. The Agreement is concluded at the moment that the Client registers as Client and User of SMT's products on the Website.
3. Offers and quotations do not automatically apply to future Agreements.

Article 4 Registration and cancellation of CDD On Demand

1. The registration of the User is complete when CDD On Demand has received the confirmation of the User registration. The User confirms his registration by logging into the Website and the first request of the product offered.
2. The registration referred to in the previous paragraph will only take place if the User has completed all required fields on the registration form.
3. Incorrectly provided data give SMT the right to cancel the registration of the Client and / or User with immediate effect at any time, without the Client and / or User being able to claim any refund or remission of payments already due.
4. SMT is entitled at all times not to process a request for registration or to cancel the registration of a Client and/or User.
5. Before the registration of the Client and/or User can be completed, he declares to agree with the content of these general terms and conditions. These general terms and conditions also apply to legal acts and Agreements that are performed or concluded after registration by the Client and/or User.
6. Registration can be cancelled by the Client and/or User at any time by cancellation.

Article 5 Obligations of SMT

1. Subject to the limitations in these general terms and conditions, SMT will make the products on the Website available to the User for payment during the term of the Agreement. The User has access to the web space through the registered registration data.
2. SMT makes every effort to update the database associated with its products as much as possible. However, SMT cannot guarantee that company- and personal data are current at all times.
3. Exporting products made available on the Website to the User's data carrier is at your own risk. SMT is not obliged to offer support to the User when exporting the products.

Article 6 Obligations of the user

1. The Client and User are obliged to keep the login data provided by SMT secret.
2. Each User is only entitled to register one account. If the User registers multiple accounts, SMT is entitled to cancel the registration of the last-mentioned account (s)
 - without prior notice.
3. The User and/or Client, who acts contrary to these conditions, may be denied access to the account giving access to the products on the Website, in whole or in part, and to exclude him from future registration. The User and/or Client whose registration has been blocked or stopped altogether on the basis of this paragraph, cannot claim any compensation or refund of credits or other payments due to SMT under an Agreement.
4. Without prejudice to SMT's best efforts obligation, the User is responsible for checking, among other things, the quality, reliability and accuracy of the products on the Website.
5. The User is forbidden to break, remove or circumvent any security of the Website's software.
6. The User shall only use the Website and the products of the Website in the normal course of its work and in no way reproduce the information contained in the products or allow them to circulate, reproduce, sell or publish.
7. The User is not permitted to:
 - Use products on the Website for purposes other than for your own business operations, or to copy, edit, de-compile, de-assemble the underlying software, or attempt to retrieve its source code, or make a change to CDD On Demand in whatever manner, unless and to the extent that this would be permitted on the basis of statutory provisions of mandatory law;
 - The User is not permitted to retrieve or consult data in a manner that can be regarded as repeated and systematic retrieval with the aim of reconstructing the entire database or a substantial part of the database as referred to in the Database Act for the purpose of exploitation;
 - Sub-license the Website and products derived therefrom, sublet it, rent it or rent it or otherwise transfer it in whole or in part to a third party or make it available or accessible.
 - Make changes to CDD On Demand;
 - Use the Website and products derived therefrom for the promotion of, referral to, or provision of illegally obtained software, for committing and/or encouraging the committing of criminal offences by the Client, User, his staff or third parties;

- When using the Website and products derived from it, act contrary to public morality or public order, or contrary to generally recognized principles of the correct and proper use of the internet (such as netiquette), or to be guilty of hacking, spreading viruses, hindering or hindering the correct operation of the server or otherwise behaving improperly (at the discretion of SMT or its data suppliers) or unlawful.
8. The User guarantees SMT that it adheres to all relevant Dutch and international laws and regulations when using the Website and products derived from it. For example, the User must, but not exclusively, refrain from sending unsolicited messages to third parties ('spam'), sending direct mail to organizations with a so-called 'non-mailing indicator' and telephone acquisition by subscribers of the 'do not call me register'. The user indemnifies SMT and its data suppliers against all third-party claims in this regard and compensates for all damage suffered by SMT or its data suppliers as a result of such third-party claims, including the costs actually incurred for legal assistance.
 9. If the User does not comply with the agreed rules, SMT is entitled to immediately suspend the user right(s) to CDD On Demand and to block the User's access to CDD On Demand.

Article 7 Credits

1. Client must purchase credits. Credits made an available offer the User the option of using the Website and purchasing products from the Website.
2. The User and/or Client cannot claim the use of the credits until the payment has been received by SMT and the credits have been credited to the user's account.
3. The purchase of credits cannot be undone. Credits purchased and credits credited to the user's account cannot be exchanged for cash.
4. Purchased credits expire 1 year after the purchase date.

Article 8 Payment conditions & Prices

1. The prices and rates are expressed in euros, excluding VAT and other government levies, unless stated otherwise.
2. Unless otherwise agreed, all payments due by the User / Client under the Agreement are paid by iDeal or CreditCard. The credits will be delivered after all payment obligations have been met.
3. SMT makes the invoices available to the Client electronically. If the Client receives the invoices by post, € 5 administration costs will be charged per invoice.
4. When concluding an Agreement, the Client gives SMT an authorization for automatic collection, unless another payment method has expressly been agreed upon. The Client is not entitled to revoke this authorization during the term of the Agreement. If the payment due cannot be collected, SMT is entitled to charge the Client administration costs.
5. If a payment due cannot be collected several times automatically, the Client is obliged to make the payment, including statutory interest and administration costs per transfer, at the request of SMT. Payment thereof must be made within the period specified in the invoice, in the manner prescribed by SMT.
6. Payments that are not made through iDeal or CreditCard must be made within the invoice period, in the manner prescribed by SMT.
7. If SMT has not received a due payment from the Client in time, the Client will be in default by operation of law. From the moment the default occurs, the Client owes statutory interest. The statutory interest is calculated from the day that the default occurs until the day that the full payment, including statutory interest and administration costs, has been paid.
8. SMT reserves the right to increase the rates periodically in accordance with the periodic price increase of the Dutch Central Bureau of Statistics (Centraal Bureau voor de Statistiek).

Article 9 Maintenance

1. SMT is at all times authorized to temporarily put the Website completely or partially out of use if, in its opinion, this is desirable with regard to maintenance, modification or improvement of the SMT Website or servers.
2. The User and/or Client can never claim compensation for any damage resulting from the accessibility limitations of the Website mentioned in this article.
3. SMT will carry out non-urgent maintenance work as much as possible at times that will inconvenience the Users the least.

Article 10 Liability

1. Subject to intent or wilful recklessness, SMT is not liable for any direct or indirect damage, including, consequential damage, loss suffered and lost profit.
2. SMT is not liable for damage as a result of malfunctions that occur in the software and/or influence the proper functioning of the Website.
3. SMT is not liable for damage as a result of unauthorized use of registration data. SMT is also not liable for damage as a result of incorrectly supplied personal data.
4. SMT makes every effort to guarantee the quality of the Website and the products of the Website. Insofar as it can reasonably be expected of SMT, it must be ascertained that the products referred to here do not contain any obvious inaccuracies. SMT is never liable for damage as a result of incorrectly published data in its products.
5. SMT is never obliged to compensate for any damage in connection with the usage restrictions laid down in these general terms and conditions.
6. The User and/or Client is aware that SMT is partly dependent on the provision of information by third parties for the implementation of the Website and the products of the Website. SMT is not liable vis-à-vis the User and/or the Client for any damage suffered by the User and/or the Client if SMT is unable to deliver the Website and related products in whole or in part temporarily or in part due to problems of any kind in the delivery of information by third parties to SMT. The client indemnifies SMT against all claims of third parties with regard to this point.
7. SMT strives to ensure that the data made available via the Website is up-to-date, complete and factually correct. However, the User and/or Client accepts that inaccuracies or omissions cannot be completely excluded and that SMT is in no way liable for such inaccuracies and/or omissions. The client indemnifies SMT with regard to this point from all claims.
8. Without prejudice to the other provisions of this article, SMT's liability is at all times limited to the payments actually paid to SMT by the Client in the current calendar year, excluding sales tax.

Article 11 Privacy and cookies

1. The data and information that the User and Client provide to SMT will be processed by SMT carefully and confidentially.
2. SMT may only and exclusively use the personal data of the User and Client in the context of the execution of its obligation to deliver or the handling of a complaint.
3. When visiting the Website, SMT may collect information from the User about the use of the Website through cookies.
4. The information that SMT collects through cookies can be used for functional and analytical purposes.
5. If SMT is obliged to provide confidential information to third parties on the basis of a legal provision or a court ruling, and SMT cannot invoke a legal or recognized right to exclude a legal person from the competent court, SMT not obliged to pay compensation or compensation.
6. The Client is also not entitled to terminate the Agreement on the basis of any damage which is caused as a result thereof.
7. The User and the Client agree that SMT approaches the User for statistical research, additional services or customer satisfaction research.
8. If the User does not want to be approached for research, the User can make this known.
9. SMT reserves the right to use the other data of the User in anonymous form for (statistical) research and database.

Article 12 Marketing communications

1. SMT and the Client mutually grant each other the right to make the performance of SMT known to the Client in marketing communications.
2. SMT and the Client will inform each other of such intended listing in advance and retain the right to reject such a request, provided there are good reasons for doing so.

Article 13 Newsletter

1. The User can sign up for the newsletter. The newsletter keeps the User informed of the latest news and the most recent developments.
2. The User receives the newsletter by e-mail.
3. The User can unsubscribe from the newsletter at any time via the hyperlink. The User will then no longer receive messages.

Article 14 Support

1. The official opening hours for Support are on working days from 9 a.m. - 5 p.m., with the exception of official Dutch public holidays.
2. Support notifications must be made in Dutch or in English.
3. SMT can be reached via +31 (0) 23-5179200 or via support@scopecrm.freshdesk.nl for support.
4. If the User wishes to receive support services from SMT, this can be purchased through Support Tickets. For this you can contact us on +31 (0) 23-5179200.
5. Bugs can be registered via the Support department. SMT does not work with a classification system for this. All bugs are handled in the same way and will be resolved as quickly as possible within opening hours. After a bug has been resolved and tested, the resolution will appear during the next Service Window, and will be incorporated within the software.
6. If SMT is dependent on a third party for the solution of a bug, SMT will contact the third party to speed up the recovery process.

Article 15 Confidentiality

1. Both SMT and the Client and the User are obliged to maintain confidentiality during the term and after termination of the Agreement about all facts and details concerning the company that he or she knows or can reasonably suspect are confidential.
2. This duty of confidentiality also includes all data of employees, clients, clients and other relations that have been made aware of under the Agreement.

Article 16 Intellectual Property

1. All rights to software and information provided on the Website rest exclusively with SMT and third parties.

Article 17 Final provisions

1. Dutch law applies to all legal relationships between the User and/or Client and SMT.
2. If a legal dispute should arise between the parties, the parties are obliged - before recourse to the courts - to make every effort to resolve the dispute in mutual consultation.
3. Unless mandatory legal regulation prescribes otherwise, only the court in the district of SMT's registered office shall have jurisdiction in disputes.
4. SMT is entitled to change these terms and conditions at any time. Changes also apply to Agreements already concluded with due observance of a period of thirty days after publication.

Appendix 1: Credits

Price per credit: € 1.50

Compliance PeopleSearch	1 credit	Searching a person in CDD On Demand by firstname, last name and/or date of birth for a maximum of 20 search results.
Compliance CompaniesSearch	1 credit	Searching for a company in CDD On Demand based on at least a company name and possibly a street name, house number, zip code, city, country or a combination of these for a maximum of 20 search results.
Compliance PersonsResult	0 credits	If the person has a match with someone from the database and you want to see the details of this, requesting each possible match costs you 2 credits.
Compliance CompaniesResult	0 credits	If you have a match with a company from the database and you want to see the details of this, requesting each possible match costs you 2 credits.
Compliance GenerateReport	0 credits	The certified report with at least the details of the person who carried out the check, the date of the check, the lists that have been checked and possibly the details of the match.
Monitoring	2 credits per year	When you would like to monitor a person or company daily for the CDD checkpoints from the CDD On Demand portal, this will cost you per search 2 credits per year.
Details monitoring	0 credits	When you receive a notification of a change in your monitoring list and you would like to check the founded monitor matches, this will cost you no extra credits.
Risk Assessment	1 credit	With the SCOPE CDD On Demand Risk Assessment, you can easily automate your risk policy. After the initial configuration of your policy, you will obtain an unambiguous risk assessment. This will cost you per search 1 credit.

Dutch UBO check	3 credits each company	<p>There are two options to perform the UBO check. You can perform the UBO check on the basis of the UBO register of the Chamber of Commerce or you can conduct the UBO investigation on the basis of extracts from the Chamber of Commerce.</p> <p><i>UBO research based on extracts from the Chamber of Commerce</i></p> <p>The price of the UBO research based on Chamber of Commerce extracts depends on the number of Chamber of Commerce extracts that must be requested in order to complete the UBO research. The price of 3 credits for each company is the price per step in the survey. 1 step corresponds to 1 Chamber of Commerce extract. Credits are determined and debited immediately after expiry. A minimum credit balance of 25 is required</p>
	3 credits	<p><i>UBO check based on the UBO register</i></p> <p>It cannot be determined in advance whether the UBO data of a company is available in the UBO register. If the user has opted for the UBO register and the company appears not to be registered, no costs will be incurred. The user will get a notification of this and get the choice to perform the UBO check based on extracts from the Chamber of Commerce. The user receives a certified PDF report based on data directly from the UBO register. Unfortunately, this functionality is not yet available for every company.</p>