

USER AGREEMENT – SmartMatching CIMSOLUTIONS

1. Applicability of the Terms

- 1.1 These terms apply to any use of the services provided by CIMSOLUTIONS.
- 1.2 If you do not agree with (any part of) these terms, you should not use our services.
- 1.3 CIMSOLUTIONS reserves the right to change this agreement at any time. Changes will be communicated in advance via the website. Continued use of the services implies that you agree to the changed terms.
- 1.4 The general terms and conditions published on the CIMSOLUTIONS website, which can be found at <https://www.cimsolutions.nl/en/legal/>, also apply to the use of CIMSOLUTIONS services. In the event of disputes concerning the interpretation of the English version of the general terms and conditions, the Dutch version takes precedence.
- 1.5 In the event of disputes concerning the interpretation of the English version of the User Agreement – SmartMatching CIMSOLUTIONS, the Dutch version takes precedence.

2. Account and Access

- 2.1 You may not use SmartMatching for illegal or unauthorized purposes. This includes, but is not limited to, copyright and trademark infringement.
- 2.2 You are responsible for securing your username, password and API keys. We accept no liability for damages resulting from insufficient security of these data.

3. Use of the Service

- 3.1 The Service is provided "as is" and "as available". Use is at your own risk.
- 3.2 Support is available in Dutch and English, exclusively via email. Unless otherwise agreed in a separate contract or SLA, we do not guarantee the availability or speed of support.
- 3.3 CIMSOLUTIONS uses third-party suppliers and hosting partners for hardware, software, networks and storage. The data is stored in a European country and complies with the GDPR conditions.
- 3.4 You may not hack SmartMatching, modify, or impersonate another website affiliated with CIMSOLUTIONS.
- 3.5 You may not copy, resell or exploit any part of SmartMatching without written permission from CIMSOLUTIONS.
- 3.6 CIMSOLUTIONS reserves the right to remove any content or accounts that we deem to be in breach of any law or these terms.
- 3.7 You may not distribute spam, viruses or other destructive code via SmartMatching.
- 3.9 In the event of excessive bandwidth usage, CIMSOLUTIONS may slow down or temporarily disable your account.
- 3.9 We make no guarantees regarding the performance or results of SmartMatching.
- 3.10 Removing CIMSOLUTIONS branding without the appropriate subscription is not permitted.
- 3.11 You may not reverse engineer any software from CIMSOLUTIONS or its suppliers.

4. Content and Ownership

- 4.1 Your content remains your property. CIMSOLUTIONS claims no ownership rights and will not sell your information to third parties.
- 4.2 Data you add, including documents and inputs/outputs of SmartMatching, will not be used for AI training by external models such as OpenAI, Microsoft, Anthropic or Google.
- 4.3 The accuracy and quality of the answers generated by SmartMatching depend on the completeness, timeliness, structure, and internal consistency of the information sources you provide, such as documents, websites, and other content. You are fully responsible for supplying and ensuring suitable and reliable information sources.
- 4.4 You are fully responsible for the rights to your content.
- 4.5 Your data will only be used within your SmartMatching deployment.
- 4.6 By publishing testimonials, you give CIMSOLUTIONS permission to use them for marketing purposes.
- 4.7 The design of our service (HTML, CSS, JS, etc.) is the property of CIMSOLUTIONS and may not be copied.

5. Payments and Subscriptions

- 5.1 Payment is made annually in advance via invoicing.
- 5.2 All prices are exclusive of taxes. The customer is responsible for paying any taxes or levies due.
- 5.3 Price changes and changes in subscription level will be implemented proportionally within the billing period.

6. Cancellation and Termination

- 6.1 You may cancel your subscription at any time via email.
- 6.2 Upon cancellation, your account will remain active until the end of the billing period, after which the content will be permanently deleted.
- 6.3 CIMSOLUTIONS reserves the right to terminate accounts at any time and without giving reasons. In such cases, we will endeavor to make the account data available, unless there is unlawful use.

7. Changes to Services and Prices

- 7.1 CIMSOLUTIONS may change, temporarily suspend or discontinue parts of the Service at any time without prior notice.
- 7.2 Prices are subject to change. New prices apply to new customers and ongoing trial subscriptions.
- 7.3 CIMSOLUTIONS is not liable for price changes or the discontinuation of SmartMatching.

8. Applicable Law

This Agreement shall be governed by and construed in accordance with Dutch law. Any disputes will be submitted to a competent court in the Netherlands.

9. Contact details

For questions about this agreement, please contact: support-sm@cimsolutions.nl