

## CONDITIONS OF USE – VersaDoc CIMSOLUTIONS

### 1. Applicability of the Terms

- 1.1 These terms apply to all use of the services provided by CIMSOLUTIONS.
- 1.2 If you do not agree with (any part of) these terms, you must not use our services.
- 1.3 CIMSOLUTIONS reserves the right to amend this agreement at any time. Amendments will be communicated in advance via the website. Continued use of the services constitutes your acceptance of the amended terms.
- 1.4 The general terms and conditions published on the CIMSOLUTIONS website, available at <https://www.cimsolutions.nl/en/legal/>, also apply to the use of CIMSOLUTIONS' services. In the event of disputes regarding the interpretation of the English version of the general terms and conditions, the Dutch text shall prevail.
- 1.5 In the event of disputes regarding the interpretation of the English version of the User Agreement – VersaDoc CIMSOLUTIONS, the Dutch text shall prevail.

### 2. Deviations from the General Terms and Conditions

- 2.1 The following articles of the General Terms and Conditions do not apply to the Service: Article 19.5 (amendments due to amended legislation or regulations), Article 25.3 (procedure for insufficient security measures), Article 26.5 (customer requests for additional security measures).

### 3. Liability

- 3.1 Notwithstanding Article 15.2 of the General Terms and Conditions, CIMSOLUTIONS' total liability is limited to the amount the customer has actually paid CIMSOLUTIONS for the Service in the past twelve months.
- 3.2 Changes, malfunctions, or errors in third-party services may affect the operation of VersaDoc, without this leading to liability on the part of CIMSOLUTIONS.
- 3.3 CIMSOLUTIONS is not liable for delays, errors, data loss, or security incidents caused by third-party services, APIs, or infrastructure.
- 3.4 The answers, analyses, and recommendations ("AI Output") generated by VersaDoc are automatically generated using artificial intelligence and may contain inaccuracies, inaccuracies, outdated information, or inconsistencies.
- 3.5 The accuracy and quality of the answers generated by VersaDoc depend on the completeness, currency, structure, and internal consistency of the information sources you provide, such as documents, websites, and other content. You are solely responsible for providing and ensuring suitable and reliable information sources.
- 3.6 CIMSOLUTIONS makes no guarantees regarding the accuracy, completeness, reliability, or usefulness of AI Output.
- 3.7 AI Output does not constitute legal, financial, tax, medical, HR, or other professional advice. The Customer remains fully responsible for reviewing and verifying all AI Output and for engaging professional advisors where necessary.
- 3.8 CIMSOLUTIONS is not liable for any damages resulting from:

- decisions made based on AI Output,
- reliance on incorrect or incomplete AI Output,
- incorrect interpretation of AI Output by the Customer.

#### **4. Customer Representations and Warranties**

4.1 The Customer warrants that it is authorized to enter into this Agreement with CIMSOLUTIONS, either on its own behalf or on behalf of the legal entity it represents.

#### **5. Account en Toegang**

5.1 You are responsible for securing your username, password, and API keys. We accept no liability for damages resulting from inadequate security of these data.

#### **6. Use of the service**

6.1 The Service is provided "as is" and "as available." Use is at your own risk.

6.2 You may not use VersaDoc for illegal or unauthorized purposes. This includes, but is not limited to, copyright and trademark infringement.

6.3 In addition to 10.11 of the Terms and Conditions, SaaS services must also include a manual within the application.

6.4 You may not hack, modify, or impersonate another website affiliated with CIMSOLUTIONS.

6.5 Without CIMSOLUTIONS' written permission, you may not copy, resell, or exploit any part of VersaDoc.

6.6 CIMSOLUTIONS reserves the right to remove content or accounts that it deems to violate any law or these Terms and Conditions.

6.7 You may not distribute spam, viruses, or other destructive code via VersaDoc.

6.8 In the event of excessive bandwidth usage, CIMSOLUTIONS may slow down or temporarily disable your account.

6.9 We make no guarantees regarding the performance or results of VersaDoc.

6.10 Removing CIMSOLUTIONS branding without the appropriate subscription is not permitted.

6.11 You may not reverse engineer any software from CIMSOLUTIONS or its suppliers.

6.12 The Customer is responsible for all actions and activities of users who access the Service through their account, regardless of whether such access and/or the actions and activities performed were authorized or not.

6.13 The Customer is responsible for maintaining adequate access control, including the use of strong passwords and proper password management.

6.14 The Customer is responsible for immediately reporting to CIMSOLUTIONS any (suspected) security incidents that may impact the use of the Service or the data processed through the Service.

6.15 The Customer may not use the Service for or in connection with automation, scraping, mass queries, or other uses that exceed the technical limitations of the Service.

## **7. Support**

- 7.1 Support is available in Dutch and English, exclusively via email. Unless otherwise agreed in a separate contract or SLA, we offer no guarantees regarding the availability or speed of support.

## **8. Content and Ownership**

- 8.1 Your content remains your property. CIMSOLUTIONS claims no ownership rights and will not sell your data to third parties.
- 8.2 The Customer guarantees that they have all necessary rights, permissions, and authorizations to use the data they provide within VersaDoc, both for their own use and for end users within their organization.
- 8.3 CIMSOLUTIONS uses external suppliers and hosting partners for hardware, software, networks, and storage. The data is stored in a European country and complies with GDPR requirements.
- 8.4 Data you add, including documents and inputs/outputs from VersaDoc, will not be used for AI training by external models such as OpenAI, Microsoft, Anthropic, or Google.
- 8.5 You are fully responsible for the rights to your content.
- 8.6 Your data will only be used within your VersaDoc deployment.
- 8.7 By publishing testimonials, you grant CIMSOLUTIONS permission to use them for marketing purposes.
- 8.8 The design of our service (HTML, CSS, JS, etc.) is the property of CIMSOLUTIONS and may not be copied.

## **9. Confidentiality**

- 9.1 During the current Agreement and for two years thereafter, the parties will keep confidential all confidential information they receive from the other party. Confidential information means: company data, product information, intellectual property rights, and other information that is confidential by nature, regardless of whether this information is shared orally, in writing, electronically, or otherwise, and regardless of whether this information is expressly designated as confidential. The parties will not provide confidential information to third parties, with the exception of their own employees and subcontractors to the extent necessary for the performance of the Agreement, provided that these third parties are also bound by confidentiality.

## **10. Payments and Subscriptions**

- 10.1 Payment is made annually in advance via invoice.
- 10.2 All prices exclude taxes. The customer is responsible for paying any applicable taxes or fees.
- 10.3 Price changes and subscription level changes will be implemented proportionally within the billing period.

## **11. Cancellation and Termination**

- 11.1 You can cancel your subscription at any time by email.
- 11.2 Upon cancellation, your account will remain active until the end of the billing period, after which the content will be permanently deleted.
- 11.3 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 evidence of unlawful use.
- 11.4 Notwithstanding Article 4.2 of the General Terms and Conditions, the Agreement will automatically be renewed for one-month periods after the initial contract period, unless the Customer or CIMSOLUTIONS terminates the Agreement in writing no later than two months before the end of the then-current period.

## **12. Changes to Services and Prices**

- 12.1 CIMSOLUTIONS may change, temporarily suspend, or discontinue parts of the Service at any time without prior notice.
- 12.2 Prices are subject to change. New prices apply to new customers and current trial subscriptions.
- 12.3 Changes will be announced by CIMSOLUTIONS at least thirty days before they take effect, unless there are compelling security or legal reasons.
- 12.4 If a change has a substantial negative impact on the Customer, the Customer is entitled to terminate the Agreement before the effective date of the change.
- 12.5 Continued use of the Service after the effective date of a change constitutes acceptance of the amended terms.
- 12.6 CIMSOLUTIONS is entitled to amend these additional terms.
- 12.7 CIMSOLUTIONS is not liable for price changes or the discontinuation of VersaDoc.
- 12.8 The Service will be provided with updates for existing customers, unless otherwise stated in the quotation.
- 12.9 CIMSOLUTIONS does not guarantee that connections with third-party services (such as Microsoft Azure, SharePoint, OneDrive, Google Workspace) will remain available.
- 12.10 CIMSOLUTIONS is entitled to modify, limit, or discontinue the APIs or integration features at any time, provided CIMSOLUTIONS notifies the Customer in writing at least one month in advance.
- 12.11 CIMSOLUTIONS is not liable for any damages or costs arising from changes to the Service, as long as the core functionalities of the Service remain reasonably available.

## **13. Transfer of Rights and Obligations**

- 13.1 CIMSOLUTIONS is entitled to transfer the Agreement in whole or in part to an affiliate, legal successor, merger, or acquisition party.
- 13.2 The Customer is only entitled to transfer the Agreement with the prior written consent of CIMSOLUTIONS.

**14. Applicable Law**

14.1 This agreement is governed by and construed in accordance with Dutch law. Any disputes will be submitted to the competent court in the Netherlands.

**15. Contact Information**

15.1 For questions about this agreement, please contact us at: [support-vd@cimsolutions.nl](mailto:support-vd@cimsolutions.nl)