



Terms and conditions

version 1.2 March 2022

1. Definitions

1. In these terms and conditions, the following meaning is assigned to the terms written below with a capital letter:
 - General terms and conditions: these general terms and conditions of RogerRoger, version March 2022.
 - Third-party Products: all Products and software of third parties used by the User, as well as the resulting Facilities
 - User: any user of the Platform
 - RogerRoger: the trade name of the private company with limited liability Acsend BV, Lagen Doelen 2 in (7772 BL) Hardenberg: Agreement the agreement concluded between RogerRoger and User for the use of the Platform
 - Parties: RogerRoger and User joint; each individually as a "Party";
 - Platform: the use of the software program RogerRoger, which is offered as Software as a Service (SAAS) via the internet.
 - Products: the products, services, facilities and/or projects provided by RogerRoger and the related activities in the relationship between RogerRoger and User
 - Website: www.roggerroger.io

2. Applicability and binding

1. These General Terms and Conditions apply to all use of the Platform, via the Website or (mobile) applications, as well as all legal relationships between the Parties arising therefrom. When using the Platform, User agrees to the Terms and Conditions and the Privacy Statement.

2. Deviations from these Terms and Conditions can only be agreed in writing with an authorized representative of RogerRoger.

3. A reference by the User to its own general terms and conditions has no effect, unless the User expressly and unambiguously rejects these General Terms and Conditions before the start of the Agreement. Subsequently, an Agreement is only concluded after the Parties have reached an agreement. In other cases, any general terms and conditions of the User and other provisions printed on documents of the User are hereby expressly declared inapplicable.

3. Formation of Agreement

1. Any agreement with RogerRoger is first created by creating a user account or in the future, installing one of the RogerRoger applications, as well as by agreeing to our Terms and Conditions.

2. The User cannot derive any rights from the content of the Website, folders, printed matter, etc. of RogerRoger and does not bind RogerRoger, unless this content is explicitly referred to in an Agreement.

4. Content Platform and Service level

1. By creating a user account, the user obtains a non-exclusive, worldwide, non-transferable and non-sublicensable right to use the Platform.
2. RogerRoger ensures that the Platform is adequately secured. To prevent loss and unlawful processing of data, RogerRoger takes appropriate technical and organizational measures, taking into account the risks to be mitigated, the state of the art and the costs of the security measures. Additional agreements and conditions are included in the Privacy Statement and Processing Agreement.
3. RogerRoger strives to continue to develop and supplement the Platform with new functionality. RogerRoger is entitled to impose further conditions on its use.
4. RogerRoger has the right to make a) changes and upgrades to the Platform at any time, including extending, changing or removing certain functionalities and b) changing the location from which the Platform is hosted. All this insofar as this is necessary in RogerRoger's opinion and does not materially impair the functionality of the Platform, regardless of whether the Platform is subsequently no longer available via certain operating systems and/or hardware.
5. RogerRoger has the right to temporarily shut down the Platform for maintenance, changes or upgrades. RogerRoger strives to announce such maintenance in advance to the extent possible.

5. Responsibilities User

1. User is responsible for the use of the user account and all actions performed via the Platform with the user account.
2. The User is responsible for checking for errors in the data entered via the Platform, as well as for the correctness and accuracy of information originating from the Platform.
3. The User is responsible for the correct functioning of any Third Party Products and/or links with these Third Party Products, insofar as data is exchanged with the Platform.
4. The User will not perform any acts contrary to the Agreement, these General Provisions, any legal provisions, public order or morality. User will refrain from:
 - a. using the Platform for illegal activities, or storing illegal or unlawful data via the Platform;
 - b. posting or dissemination through the Platform of viruses, worms, malware, junk mail, spam, chain letters, phishing mails, destructive codes;
 - c. impersonating another party, or RogerRoger, whether or not through the publishing of websites;
 - d. breaching, testing or investigating the security of the Website, the Platform or related matters.
5. User will not infringe the intellectual property rights of RogerRoger or third parties through the Platform. User shall not use or publish any information, images, brand or trade names or other materials from the Website without RogerRoger's permission.

6. Fees and Payment

1. There is no cost associated with creating an account and using the platform during the 14 day trial period.
2. For the use of RogerRoger after the trial period of 14 days, the User owes the fee as agreed with RogerRoger at the time of purchase.
3. When purchasing RogerRoger, User must provide valid payment details and consent to the collection of the monthly fee by SEPA direct debit or credit card.
4. All prices to be stated by RogerRoger are exclusive of VAT, unless stated otherwise on the monthly invoices to be sent by RogerRoger before the collection takes place.
5. The decreased usage (number of users) will be collected automatically. This will be specified with the next invoice.
6. RogerRoger is entitled to adjust the prices of its product in response to added functionality. In that case RogerRoger will communicate the changed pricing in writing within a period of at least one month. If this adjustment amounts to more than 10% and the User does not wish to agree to such an adjustment, the User is entitled to terminate the Agreement within thirty days of notification from the date on which the adjustment will actually come into effect.
7. If the User does not pay on time, or if the direct debit is refused, RogerRoger will once again try to collect the amount owed via the SEPA direct debit or credit card, or via a written reminder. In the event that payment is still not forthcoming, RogerRoger is entitled to charge statutory interest and extrajudicial collection costs.

7. Cancellation and termination

1. The User has the right to cancel the Agreement with RogerRoger at any time. Cancellation must be made in writing (by email) or via the administrator section of the user account.

2. The cancellation will be processed at the end of each month. The User is not entitled to a refund for the remaining part of the month from the moment the cancellation takes place.

3. RogerRoger has the right to suspend the Agreement with the User with immediate effect or to dissolve it (in whole or in part) without judicial intervention, in the following cases:

a. if RogerRoger becomes aware of circumstances after concluding the Agreement that RogerRoger give good grounds to fear that the User will not fulfill its obligations;

b. in the event of liquidation, bankruptcy or suspension of payment of the User;

c. if User is otherwise in default and does not comply with its obligations under the Agreement and/or General Terms and Conditions.

4. The provisions of the previous paragraph do not affect the User's obligation to compensate the damage suffered by RogerRoger as a result, and without prejudice to the other rights accruing to RogerRoger.

8. Liability and indemnification

1. User accepts the Platform in the condition in which it is made available.

RogerRoger makes no warranties or representations that the Platform will be available at all times on any operating system, browser, or hardware device, be free from malfunctions and/or defects, or that any defects will be corrected.

2. RogerRoger accepts no liability for:

a. indirect damage such as consequential damage, lost profit, lost savings, missed use, missed opportunities, damage due to (partial) business interruption and damage to goodwill;

- b. damage as a result of errors in the systems of the Platform, insofar as the User could prevent this damage by checking the input of data or information from the system, whether or not by a third party expert;
- c. damage because the User has failed to make an external backup/copy of the data entered on the Platform, for its own administration;
- d. damage to the User and/or third parties as a result of changes and/or adjustments to the Platform, as referred to in Article 4, paragraph 5, or failure to comply with the provisions of Article 5;
- e. damage to User as a result of misuse of the administrator account.

3. Unless there is intent or willful recklessness on the part of RogerRoger, RogerRoger's liability in this Article 7 is limited to direct damage and to the amount equal to the compensation owed by the User for the relevant year in which the damage-causing event occurs. belongs to RogerRoger. Insofar as RogerRoger has insured for this damage, the liability is limited to the amount that the insurer pays out in the relevant case.

4. The User will indemnify RogerRoger against claims for compensation from third parties in connection with any violation of the provisions of Article 5, as well as all damage and costs ensuing for RogerRoger.

9. Force majeure

1. RogerRoger is not liable for the consequences of force majeure, including in any case decisions and measures by the government, international conflicts, violent or armed actions, labor irregularities, exclusions and boycotts, disruptions in companies or institutions whose services are used, unforeseeable stagnation at suppliers or

other third parties or with regard to Third Party Products on which RogerRoger depends, and fire.

2. If the force majeure situation has lasted for thirty days, both Parties have the right to dissolve the Agreement. In the event of force majeure, the User is not entitled to compensation.

10. Data processing, privacy and confidentiality

1. User is the owner of its own information and (personal) data (hereinafter: data) and is therefore responsible for the protection of data that is sent, edited or stored via the Platform. The parties are each obliged to keep the data entered via the Platform secret and not to share it with unauthorized third parties, without the prior express written permission of the other party, or if one of the parties is legally obliged to do so.

2. The User has obligations towards third parties under the applicable laws and regulations regarding the processing of personal data (such as the General Data Protection Regulation), including the obligation to provide information, the provision of access as well as to restrict rectify and delete personal data of data subjects, or transfer this personal data to another controller.

3. The parties agree that RogerRoger can be regarded as a "processor" within the meaning of the GDPR with regard to the processing of personal data. The User can be regarded as a "controller" within the meaning of the GDPR, since the User determines the purpose and the means and therefore bears the responsibility with regard to the processing of the personal data. The agreements between the parties regarding further data processing are laid down in a separate Processing Agreement.

4. User guarantees to RogerRoger that the processing of personal data is lawful and that the rights of third parties are not infringed. User indemnifies RogerRoger against any legal claim from third parties, for whatever reason, if that claim is related to the

processing of personal data, as well as against any fines attributable to RogerRoger imposed by the Dutch Data Protection Authority or other competent supervisory authorities.

11. Final

Provision 1. RogerRoger reserves the right to amend the Terms and Conditions. In that case, RogerRoger will inform User thereof by electronic transmission of the amended Terms and Conditions or a link to the amended Terms and Conditions.

2. All legal relationships between RogerRoger and the User are exclusively governed by Dutch law.

3. All disputes that may arise between the Parties, as a result of the Agreement or of further agreements and other acts in connection with the Agreement, will be settled by the competent court of the court in the district where RogerRoger is located, except for insofar as mandatory competency rules would stand in the way of this choice.

4. Transfer of rights or an agreement to a third party, including parent, sister or subsidiary companies is only permitted after User obtains RogerRoger's permission for the transfer to that third party.

5. If any provision from the Agreement or the General Terms and Conditions cannot be invoked, or if it is invalid or void, the remaining provisions, or the remainder, will remain in full force and effect. The parties now for the time being agree to replace the invalid or void provision in consultation with a provision that corresponds as much as possible with the invalid or void provision in terms of content and scope.

Our contact details

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