

Terms of Use

1. Applicability and definitions

These Terms and Conditions apply to all use of the Bulkdox Portal and/or the Products by a User. If the User is purchasing the Products on behalf of an organization, the User agrees to these Terms for that organization and hereby confirms that the User has the authority to bind that organization to these Terms.

In these general terms and conditions, the terms included in this article have the following meaning:

1.1 "Users: the natural or legal person who uses the services of NL Software B.V., hereinafter referred to as Bulkdox.

1.2 "Services": the online services of BULKDOX that the Users use.

1.3 "Parties": Bulkdox and the User.

1.4 In these general terms and conditions, 'in writing' also means: by e-mail, fax or any other means of communication that can be considered equivalent given the state of the art and prevailing social views.

1.5 "Bulkdox": NLsoftware B.V., established at Drimolensweg 17 4128 LS Lexmond/Netherlands

1.6 "SaaS account": an account created for the Users with which the Users can use the service.

1.7 Bulkdox ("we", "us" or "our") provides a logistics document management platform and related services to its users ("you" or "your") under these Terms of Use.

1.8. By using Bulkdox's services, you agree to these terms of use and our privacy policy.

2. Account registration

2.1. To access certain features of Bulkdox, you must create an account and provide the required information.

2.2. You are responsible for keeping your account information secure and for all activities that occur under your account.

2.3 In the event of misuse or unauthorized access to the login details or if there is any suspicion thereof, the User will report this to Bulkdox as soon as possible. Following this notification, Bulkdox can then take all measures it deems necessary at its own discretion, such as blocking existing login details and registering new login details.

3. Usage Rights/License

3.1 Bulkdox grants User a limited, non-exclusive, revocable, non-transferable, non-transferable, non-sublicensable license, limited to the exclusive use of and access to the Platform with the Account, for the use of the Products

3.2. You may not use Bulkdox's services for illegal or unauthorized purposes.

4. User behavior

4.1. You agree not to use Bulkdox's services to upload, share or distribute any content that infringes the rights of others, is harmful, unlawful, defamatory, abusive, obscene or otherwise objectionable.

4.2. You agree not to use any automated systems or software to access Bulkdox's services without our express permission.

4.3 User may not use the Platform and Products for any other purpose not expressly permitted under these Terms.

4.4 The User may not use the Platform and the Products in a manner that is contrary to laws or regulations or infringes the rights of third parties or in a manner that causes inconvenience, damage or impairs the functioning of the Platform, the Products and any endanger associated software and/or networks and/or third party systems.

4.5 The User may not decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, decode, decompile or create derivative works from the Platform, the Products and/or related software, or otherwise reduce or attempt to reduce the source code to discover. code or underlying structures, ideas or algorithms of the Platform, the Products and/or related software or any confidential information or trade secrets.

4.6 Bulkdox has the Platform's software is protected against infringement by third parties. The User may not remove or circumvent this protection.

4.7 The User is not permitted to remove or change any notice relating to copyrights, trademarks, trade names or other intellectual property rights from the Platform, the products or related software or material.

4.8 The User is not permitted to give the impression in his communications with third parties that the User is linked to Bulkdox or to the Platform or the Products, unless this has been permitted in advance in Writing by Bulkdox.

5. Intellectual Property

5.1. Bulkdox retains all right, title and interest in and to the Bulkdox Services, including all intellectual property rights.

5.2. You may not reproduce, modify, distribute, sell or otherwise use the content of Bulkdox without our prior written permission.

6. Termination

6.1. Bulkdox reserves the right to terminate or suspend your access to Bulkdox services at any time and for any reason, without prior notice.

6.2. You may terminate your account at any time by contacting us and deactivating your account.

7. Changes to the Terms of Use

7.1. Bulkdox reserves the right to change or update these terms of use at any time. It is your responsibility to regularly check the terms for changes.

7.2 These Terms and Conditions and the relationship between User and NLsoftware B.V. the laws of the Netherlands shall apply, excluding its conflict of law provisions. The courts of Amsterdam have exclusive jurisdiction over all disputes relating to these Terms and Conditions and the relationship between User and NLsoftware B.V.

8. Data protection, data retention period

8.1 The User acknowledges and agrees that when creating Products using the Platform, Personal Data is stored on the Bulkdox. Bulkdox will only process such Personal Data for the purpose of providing services via the Platform, in connection with the Products and any related software or services. The User is responsible for storing copies and data on its own systems for backup purposes.

8.2 To the extent that Bulkdox acts as a Processor of Personal Data, Bulkdox represents and warrants that it will at all times comply with applicable data protection legislation. In this regard, Bulkdox will make available to the User upon request all information necessary to demonstrate compliance with its contractual and legal obligations regarding Personal Data and enable audits, including inspections, carried out by the User or another auditor and contribute to it. on behalf of the User.

8.3 Bulkdox may collect, process and share Personal Data within the scope of the contractual relationship to the extent necessary for the management and delivery of the Products and additional services to the User. Bulkdox has the right to process the Personal Data to the extent necessary for Bulkdox to fulfill the purposes of its contractual obligations. When the Personal Data is no longer necessary for Bulkdox to fulfill the purposes of its contractual obligations, the provisions of Article 8.10 below apply.*mutatis mutandis*.

8.4 The legal basis for the processing of User's Personal Data by Bulkdox is the need to process such Personal Data for the performance of the contractual relationship, as well as the legitimate interests of Bulkdox to provide its services in the best possible way. The Personal Data will be processed for the duration of the relationship with the User, it being noted that the Personal Data may subsequently be retained for the establishment for up to ten (10) years after the expiry or termination of the contractual relationship, if necessary and proportionate for the purposes of exercise or defend legal claims, and/or as required or permitted by applicable law.

8.5 Bulkdox will not transfer Personal Data received from the User outside the European Economic Area ("*HONOR*") and Switzerland to countries not covered by an adequacy decision of the European Commission or its equivalent in non-EU Member States, without ensuring that such transfer is permitted by applicable data protection law, such as by the Standard Contractual Clauses of the EU or other appropriate safeguards. The User is in particular aware that Bulkdox, in connection with the provision of the Products and Support Services, transfers Personal Data to other legal entities, including Bulkdox, who have been given access to a specific digital consignment note in order to perform their tasks in the logistics chain. feed. which may be located within or outside the EEA. In such a case, Bulkdox will implement all necessary safeguards to ensure an adequate level of data protection.

8.6 Bulkdox will at all times implement and maintain appropriate technical and organizational security measures, in particular to protect the Personal Data against unauthorized or unlawful processing, accidental loss and destruction or damage. Bulkdox will further ensure the continued confidentiality, integrity and availability of the Personal Data and the resilience of the systems and services used to process the Personal Data and the ability to timely restore the availability of and access to the Personal Data in the event that of a physical or technical incident. Bulkdox will regularly test and assess the effectiveness of the implemented technical and organizational measures and will provide the User upon request without undue delay with written confirmation that such technical and organizational measures have been implemented and are being complied with. The User declares that he is aware of the security level and considers this level appropriate.

8.7 As set out under applicable data protection law, data subjects may have the right to request access to their Personal Data, to request rectification or erasure of inaccurate Personal Data, to object to the processing of their Personal Data in certain circumstances, to request restriction of processing and to exercise the right to data portability by writing to the controllers. Data subjects may also have the right to file a complaint with the competent supervisory authority.

8.8 Bulkdox is liable for damage suffered by the User as a result of a violation by Bulkdox of applicable data protection laws. Bulkdox will indemnify and hold harmless the User against any loss, damage, costs, expense claims, demands, liabilities, judgments, damages, fines or compensation incurred by it as a result of Bulkdox's violation of any applicable data protection laws.

8.9 The User will only enter Personal Data in the Platform to the extent that he is entitled to do so. The User will indemnify Bulkdox against any claims from third parties arising from the unlawful entry of Personal Data on the Platform by the User. More information about the processing of Personal Data via the Platform can be found in the privacy statement displayed on the Website. The processing of Personal Data on the Platform will take place as stated in this privacy statement.

9. Contact

9.1. If you have any questions about these Terms of Use, please contact us at contact@bulkdox.com

9.2 Website: www.bulkdox.com