

GENERAL TERMS AND CONDITIONS MYCONTROLZ.COM

Located in The Hague, The Netherlands.

Version: July 2026, v1.

ARTICLE 1. DEFINITIONS AND APPLICABILITY

1.1 Platform: The Software-as-a-Service (SaaS) platform, including all associated project management applications and infrastructure, developed and managed by **myControlz / R.M. van der Heijde**.

1.2 User: The individual natural person who completes the registration process on the Platform and accepts these General Terms and Conditions.

1.3 Company: The legal entity or organization to which the User is organizationally connected and within which the project management applications are deployed.

1.4 Company Admin: The specific User within a Company's digital environment who is designated with exclusive administrative rights, including deactivating applications and initiating data deletion.

1.5 Customer Data: All project data, tasks, files, attachments, metadata, and personal information entered or uploaded into the Platform by Users.

1.6 Agreement: The legal agreement between the Platform and the User that is established via the electronic acceptance of these terms.

1.7 NAI: The Netherlands Arbitration Institute (Nederlands Arbitrage Instituut).

1.8 Applicability: These General Terms and Conditions apply to any use of the Platform and to all agreements, offers, or services between the Platform and the User. Any purchasing or other terms and conditions of the User or the Company are expressly rejected.

ARTICLE 2. FORMATION AND ACCOUNT STRUCTURE

2.1 Click-Wrap Acceptance: The Agreement is established electronically at the moment the User actively selects the checkbox during the registration process, thereby accepting these General Terms and Conditions.

2.2 Representation: The User completing the registration declares and warrants that he/she is legally authorized to represent and bind the respective Company to the operational logic of the Platform.

2.3 Evidentiary Value of Registration: The logs within the Platform's database (including the IP address, timestamp, and account ID of acceptance) provide conclusive and complete proof of the formation of the Agreement.

2.4 The Company Admin Role: Each Company has one Company Admin. The User expressly agrees that this Company Admin holds the exclusive authority to enable or disable applications and to initiate data deletion. The Platform remains entirely outside any internal disputes between the User, the Company, and the Company Admin.

2.5 Data Silos: Access to Customer Data within a specific Company environment is strictly limited to Users who have been linked to that specific Company by the Company Admin. Cross-company collaboration or shared access between different companies is technically excluded.

ARTICLE 3. MODULAR SUBSCRIPTION AND PAYMENT TERMS

3.1 Monthly Subscription: The Platform is provided on a monthly renewable subscription basis. The amount of the periodic fee depends entirely on the specific project management applications activated by the User or the Company Admin.

3.2 Third-Party Payment Processor: All payments and periodic direct debits are processed entirely through an external payment gateway (such as Stripe or Adyen). The Platform does not collect, view, or store credit card details or banking credentials.

3.3 Price Adjustments: The Platform reserves the right to modify subscription prices. Price adjustments will only be implemented (a) on an annual basis as a standard indexation, or (b) at the time the functionality or scope of a specific application is substantially expanded.

3.4 Communication of Price Changes: Price adjustments will be communicated to the User via email at least thirty (30) days prior to the effective date.

3.5 Proof of Email Delivery: An email notification is deemed received by the User as soon as the Platform's email transmission system registers a successful delivery receipt. The Platform's log files provide binding evidence of this communication.

3.6 Right of Dissolution for Consumers (B2C): If a price increase is a commercial increase (not a statutory indexation or functional expansion), a User acting as a consumer has the right to dissolve the Agreement free of charge, effective from the date the price increase takes effect.

ARTICLE 4. NON-PAYMENT AND AUTOMATED SUSPENSION

4.1 Suspension after 14 Days: If a monthly automatic direct debit or credit card payment fails, an automated lock will take effect after exactly fourteen (14) calendar days. From the moment of suspension, active access to the project management applications will be withheld for regular Users.

4.2 Status of Data During Suspension: During the suspension period, Customer Data is expressly not frozen. The Company Admin retains exclusive access to the Platform's management panel solely to (a) settle outstanding payments, (b) export data using the Excel export functionality, or (c) activate the self-service deletion button.

ARTICLE 5. PRIVACY, DATA OWNERSHIP, AND ZERO-USE GUARANTEE

5.1 Ownership of Data: The User and/or the Company retain at all times full intellectual property rights and ownership titles to all Customer Data.

5.2 Integrated GDPR Processor Clause: To the extent that Customer Data contains personal data within the meaning of the GDPR, the Platform acts strictly as a Data Processor, and the User/Company acts as the Data Controller.

5.3 Strict Zero-Use Guarantee: The Platform processes Customer Data solely to make the software operationally available to the User. The Platform is strictly prohibited from viewing, analyzing, selling, or utilizing Customer Data (whether anonymized, aggregated, or in its raw state) for any secondary purposes, including training or optimizing machine learning models or Artificial Intelligence (AI).

5.4 Confidentiality: Platform employees do not have access to Customer Data unless the Company Admin explicitly grants permission for urgent technical support. All employees are bound by strict, legally binding confidentiality obligations.

ARTICLE 6. DATA PORTABILITY AND SELF-SERVICE DELETION

6.1 Excel Export: The User has the independent capability within the Platform to download and export all entered project data into a structured Excel file (.xlsx) at any time, provided the account has not been permanently deleted.

6.2 Self-Service Deletion Button: The permanent deletion of Customer Data or the entire company environment must be initiated independently by the Company Admin via the deletion button in the dashboard. The Platform does not execute this action manually.

6.3 Quarantine Period (Cooling-Off Window): Upon activation of the deletion button by the Company Admin, an automated cooling-off period of exactly seventy-two (72) hours takes effect. During these 72 hours, the data is inaccessible, but the Company Admin can manually cancel the deletion process.

6.4 Hard-Delete and Irrevocability: After the 72-hour quarantine period expires, the Customer Data is permanently, irrevocably, and completely destroyed by the Platform's automated backend scripts from all active production servers and backup systems. Recovery is technically impossible. The Platform carries 0% liability for data loss if the Company Admin fails to cancel the deletion in a timely manner.

ARTICLE 7. ABSOLUTE EXCLUSION OF LIABILITY

7.1 Uninsured Status: The User expressly acknowledges and agrees that the Platform operates entirely without liability insurance, and that the subscription pricing structure has been optimized to reflect this risk profile.

7.2 Absolute Liability Cap: The total cumulative liability of the Platform for breaches in the performance of the Agreement, tort, or otherwise, per event (where a series of connected events counts as a single event), is strictly limited to the lowest of the following amounts:

(a) The total subscription fees actually paid by the User for the specific application in which the error occurred during the three (3) months immediately preceding the damage-causing event; or

(b) An absolute maximum of €50.00 (fifty euros).

7.3 Exclusion of Indirect Damages: Under no circumstances shall the Platform be liable for any indirect damages, consequential damages, lost profits, missed savings, loss of Customer Data, business interruption, or damages resulting from data leaks.

7.4 Third-Party Intellectual Property: Because the Platform operates as a closed ecosystem and third parties are prohibited from offering applications, the Platform guarantees that all applications are built internally. Should a third party nevertheless bring an intellectual property infringement claim, the Platform's liability remains strictly bound to the cap outlined in Article 7.2.

7.5 Statutory Exception: The limitations of liability set forth in this article shall only be waived if and to the extent that the damage is the direct result of intent or willful recklessness (opzet / bewuste roekeloosheid) by the executive management of the Platform.

ARTICLE 8. FORCE MAJEURE

8.1 No Obligation to Perform: The Platform is not required to fulfill any obligation or pay any compensation if it is prevented from doing so due to force majeure.

8.2 Definition of Force Majeure: In these terms, force majeure includes, in addition to its definition under statutory law and Dutch jurisprudence: internet outages or disruptions, telecommunications infrastructure failures, large-scale cyberattacks (such as DDoS or ransomware attacks occurring through no fault of the Platform), power failures, government mandates, as well as the failures, disruptions, or bankruptcies of third-party cloud infrastructure and hosting providers (such as AWS, Google Cloud, or Azure), suppliers, and network operators.

8.3 Suspension and Dissolution: During a force majeure event, the Platform's obligations are suspended. If the situation persists for more than thirty (30) calendar days, both parties have the right to dissolve the Agreement in writing or via email, without any obligation for mutual damages.

ARTICLE 9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 Governing Law: This Agreement and all disputes arising from it are governed exclusively by Dutch law (Nederlands recht). The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

9.2 Arbitration for Business Users (B2B): Any dispute arising out of or in connection with this Agreement between the Platform and a User acting in the exercise of a profession or business shall be finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI). The place of arbitration shall be The Hague, The Netherlands, and the proceedings shall be conducted in the English language.

9.3 Dispute Resolution for Consumers (B2C): For Users acting as private consumers, NAI arbitration according to Article 9.2 applies as well. However, in accordance with Article 6:236 sub n of the Dutch Civil Code (Burgerlijk Wetboek), the Consumer has a period of exactly one (1) month after the Platform has invoked this arbitration clause in writing to state via email or written letter that he/she opts for settlement of the dispute by the legally competent civil court in The Netherlands.