

Flux Terms and Conditions of Use

The following Terms and Conditions of Use describe the terms and conditions for the use of the Flux online platform. Flux offers a single system for scheduling permanent staff and flex workers, and for recording hours and expenses. Through the use of Flux, these Terms and Conditions of Use apply.

Definitions

The capitalised terms in these Terms and Conditions of Use have the following meanings.

- a) **Account**
The personal account of the User, giving them access to the Service (as defined below).
- b) **Administrator**
The persons(s) at the Client who is/are responsible for creating and managing Accounts for Users within the Client's organisation.
- c) **Data**
All data entered, imported and saved on the systems for and by the User, such as those entered for the delivery of the Service.
- d) **Service(s)**
The service that Flux will provide for the User (as defined below), including but not limited to providing access to the Flux system with which the user can schedule permanent employees and flex workers, view timetables and record hours and expenses.
- e) **Flux**
The Flux scheduling and time registration system, a product of Nedap Staffing Solutions, part of Nedap N.V., with its registered offices at Parallelweg 2, 7141 DC Groenlo, registered with the Chamber of Commerce under number 08013836.
- f) **User**
The person who works with Flux for the scheduling and/or recording of hours and expenses.
- g) **Terms and Conditions of Use**
These Terms and Conditions.
- h) **Intellectual Property Rights**
The (intellectual property) rights, including but not limited to copyrights, databank rights, domain names, trade name rights, trademark rights, model rights, related rights, patent rights and rights to know-how.
- i) **Materials**
All (web) applications, house styles, logos, folders, brochures, leaflets, lettering, advertisements, marketing and/or communication plans, concepts, images, texts, sketches, documentation, recommendations, reports and (other) products of the mind, as well as preparatory materials for these and the data carriers on which these materials are found.
- j) **Client**
The party that has entered into a contractual relationship with Nedap N.V., on the basis of which the Flux system will be deployed within that party's business and to whom the necessary hardware and/or software will be provided.
- k) **Contract**
The contract between Flux and the User, on the basis of which Flux will provide the Service and of which the Terms and Conditions of Use form an inseparable part. The Contract exists from the moment at which the User makes use of Flux for the first time.
- l) **Party/Parties**
Flux and the User, jointly or individually.

m) **SLA**

The Service Level Agreement between Flux and the Client, including provisions concerning software updates, availability and response times.

n) **Confidential Information**

Non-public information related to one or both Parties and information which a Party states is confidential or which should be treated as confidential on the basis of the nature of the information or under the circumstances in which its disclosure takes place.

Article 1 Use of the Service

1. The Service offers the User the possibility of scheduling permanent employees and flex workers and recording hours and/or expenses.
2. In order to be able to make use of the Service, every User needs an Account. In order to create an Account, the User must register or be invited by the Administrator. After the registration has been completed, the User will receive a message at the time when they can log in to the Account and use the Service. At that time, a Contract has been realised between the User and Flux.
3. The User logs in with an e-mail address and password, if necessary supplemented or replaced by additional log-in requirements requested by the Client and supported by Flux.
4. An Account and the log-in details are strictly personal and may not be shared with other persons. In particular, the User should keep the password strictly confidential.
5. If log-in details for an Account have been lost or leaked, the User shall immediately take all measures that can reasonably be regarded as necessary and desirable to prevent abuse of the Account. These measures may, for example, consist of changing the password or deleting or providing for the deletion of the Account. The User will also report this to Flux without delay, so that any additional measures necessary to prevent abuse of the Account can be taken.
6. For the use of the Service, personal data are processed. The provisions of Article 7 apply for the processing of personal data. Information on how Flux handles personal data of Users is available in the privacy and cookie statement that can be viewed via [Privacy Statement & Disclaimer - Nedap](#).
7. The content of Flux has been compiled with the greatest care. Flux does not guarantee that the data and information provided on the system are free of errors or inadequacies.

Article 2 Rules of use

1. The User guarantees that the Services will not be used for activities in breach of any applicable laws or regulations. In addition, it is expressly forbidden to circulate materials via the Services (regardless of whether or not this is lawful) that:
 - Contain malicious content (such as malware or other harmful software);
 - Breach third-party rights (such as Intellectual Property Rights) or are indisputably opprobrious, defamatory, offensive or discriminatory, or spread hatred;
 - Contain information on or could assist in the violation of third-party rights, such as hacking tools or explanations of computer crime intended to incite or provide for the reader to commit criminal offences and not to be able to protect themselves against these;
 - Constitute a violation of third parties' personal privacy, in any event including but not limited to the dissemination of personal data of third parties without their consent or any necessity for this;
 - Contain hyperlinks, torrent links or references with (locations of) materials that breach copyrights or other Intellectual Property Rights;
 - Contain (child) pornography, bestiality pornography or animations of these, or that are apparently intended to help other parties to find such materials.
2. In addition, the User is not permitted to sub-let the Service or make it available to third parties in other ways.

3. If Flux detects that the User has violated the above conditions, or receives a complaint about this, it will issue a warning to the User. If this does not lead to an acceptable solution, Flux may itself intervene in order to terminate the violation. In urgent or serious cases, Flux may intervene without issuing a warning.
4. If, in the view of Flux, damage or other risks for the functioning of the computer systems or the network of Flux or third parties and/or the online service provision arise, in particular through excessively frequent requesting the Service, excessive dispatch of e-mails or other data, (distributed) denial-of-service attacks, poorly secured systems or activities of viruses, Trojans and similar software, Flux has the right to take all measures that it reasonably considers necessary to avert or prevent such risks.
5. Flux has the right at all times to report observed criminal offences to the police. Flux also has the right to issue the name, address, IP address and other identifying data of Flux to a third party that complains about the User's violation of its rights or these Terms and Conditions of Use, provided that:
 - It is sufficiently plausible that the materials, in themselves, are unlawful and harmful in respect of the third party;
 - The third party has a genuine interest in obtaining the data;
 - It is plausible that in the concrete case, there is no less invasive possibility for finding the data; and
 - The assessment of the relevant interests entails that the interests of the third party should prevail.
6. Flux can claim the damage as a result of violations of these rules of use from the User. The User is aware that they must comply with the rules of use in this Article and that in the event of non-compliance with these rules, the User could violate the rights of third parties, for which the User is personally liable.

Article 3 **Complaints**

1. Flux takes complaints and reports regarding the Service extremely seriously. In the event of questions, comments and complaints, contact may be made by or on behalf of the Client by the means intended for that purpose, as notified to the Client.
2. Flux will respond to complaints concerning the Service at the earliest opportunity, but at least within fourteen (14) days of their receipt.

Article 4 **Support**

1. The User remains personally responsible for the use of the Service at all times.
2. Flux will provide a reasonable level of support, as agreed with the Client in the applicable SLA. Flux provides no guarantee that all problems or requests submitted by or on behalf of the User will be handled.

Article 5 **Availability and maintenance**

1. The availability and maintenance of Flux has been laid down in the applicable SLA between Flux and the Client.

Article 6 **Intellectual property**

1. The Intellectual Property Rights relating to the Service, the accompanying software and all information and images are held by Flux and/or its licensors. These may not be copied or used in any way without the separate written consent of Flux, except in cases in which this is permitted by law.
2. Flux hereby grants the User a non-exclusive, non-transferable right of use, which may not be sub-licensed, for the term of the Contract, in order to be able to use the Service in compliance with these Terms and Conditions of Use.
3. Data that the User saves or processes via the Service is and shall remain the property of the User. Control over the Data therefore rests with the User at all times. Flux has a perpetual right of use to use this information in an anonymised way for the Service, including for future aspects of this.

4. If the User sends information to Flux, such as feedback on an error or a suggestion for improvement, the User grants Flux an unlimited and perpetual right to use this information for the Service. The foregoing does not apply for information that the User explicitly marks as confidential.
5. Flux has the right to use the Data in an anonymised way for the purpose of statistical analyses and to improve the Service. Flux also has the right to monitor the use of the Service, on the basis of which it may make recommendations to the User.

Article 7 **Personal data and security**

1. The Data that the User places on the Platform via the Account is in any event Confidential Information.
2. Both Parties shall keep Confidential Information strictly confidential and shall use this only insofar as is necessary for the use of the Service, subject to Flux's statutory obligation to hand over these data to a competent authority on request. If permitted, Flux will notify the User of this.
3. The personal data to be processed by Flux in the provision of its Services are subject to privacy legislation. Flux will observe the requirements of that legislation in the processing of the data. Information on how Flux handles the personal data of Users is available in the [Privacy Statement & Disclaimer - Nedap](#).
4. Flux will ensure an appropriate level of security in view of the risks entailed by the processing and the nature of the personal data to be protected, but only if and insofar as these data are recorded in the systems or on the infrastructure of Flux.

Article 8 **Term and cancellation**

1. The Contract commences as soon as the User makes use of Flux for the first time and is concluded for an indefinite period.
2. The Client may terminate the contract at any time by deleting or providing for the deletion of an Account.
3. On termination of the Contract, for any reason whatsoever, Flux has the right to terminate or cancel the Service with immediate effect and to erase all Data saved and connections made for the User, in observance of Article 6.3 of these Terms and Conditions of Use.

Article 9 **Changes to terms and conditions of use**

1. Flux reserves the right to change or make additions to these Terms and Conditions of Use. Flux will notify the User of the change or addition at least 30 days before they enter into force. Changes also apply in relation to Contracts already concluded, in observance of a term of thirty (30) days following the notification of the change.
2. If the User does not wish to accept a change or addition, the User may cancel the Contract at any time up to the date on which this enters into force. Use of the Service after the date on which changes or additions enter into force serves as acceptance of the altered or additional terms and conditions.

Article 10 **Other provisions**

1. These Terms and Conditions of Use are governed by Dutch law.
2. Deviations from these Terms and Conditions of Use are binding only if these have been accepted by Flux in writing.