

Dataistic Center Platform - Terms of Use

ABN AMRO Bank N.V. (ABN AMRO or we) allows your company (You) to access the Dataistic Platform ('the **Platform**') for the specific data research project you may have (the '**Experiment**'). You are entitled to use the Platform in accordance with this Platform Terms of Use ('**Terms of Use**') as stated below.

1. Registration and acceptance

- 1.1 **Participants** - For using the Platform, You need to register the participants you want to access the Platform on your behalf, including student, interns, PhD's, employees , etc (the '**Participants**') in a completed and signed 'Experiment Request Form You are fully responsible for the Participants, and You will ensure that all Participants fully commit to the obligations under this Terms of Use.
- 1.2 **PES screening** – The Participants must endure a PES-screening prior to accessing the Platform.
- 1.3 **Notification of your amendments** - You will immediately notify us about any amendments in your submitted information on the Participants to dataistic.center@nl.abnamro.com.

2. Use of Access Tools

- 2.1 **Access Tools** - After registration of an Experiment, You and/or your Participants may receive access tools, keys and credentials ('**Access Tools**') for each Experiment. You and your Participants will ensure that the Access tools will be kept secret from others, use them with due care and only for your Experiment. You or Your Participants will never rent, sell, sublicense, encumber, publish on any public media or commercially distribute the Access Tools to any third parties.

3. Use of the Platform

- 3.1 **License Platform** - Unless expressly stated otherwise, you will receive a non-exclusive, worldwide, personal, reversible, non-transferable, non-assignable, non-sublicensable, royalty-free license to use the Platform under the restrictions stated under this Terms of Use.
- 3.2 **Use for science and society** – We offer the Platform for free to stimulate contributions to the society. By using the Platform and accepting these Terms of Use, You agree that You will not use any output data of your Experiment for commercial purposes. You will also make available the output data for other Platform members. For the avoidance of doubt, the use of your output data in (scientific) journals, literature or other media in order to contribute to the scientific or social dialogue without any direct aim of making profits, will not be considered as use for commercial purposes.
- 3.3 **Technical requirements** – The Participants may only use personal devices (e.g a laptop) for the Platform if you fulfil the technical requirements specified in the technical document. You and your Participants make reasonable efforts to avoid any technical problems, unauthorized access and security incidents, including the use of updated virus scanners.
- 3.4 **Other non-permitted use** - While using the Platform, you or your Participants will not:

- a) violate the law, including any (intellectual property) rights of ABN AMRO or others;
- b) use the Platform in a way causing ABN AMRO to be in violation of any law;
- c) hinder or damage the accessibility, functioning or security of our Platform;
- d) negatively affect ABN AMRO's business activities or reputation;
- e) perform any security test (e.g. pen-testing), performance tests (e.g. load-testing), stress tests or similar tests on the Platform.

3.5 Respect other Users - You will not:

- a) use or store generic data made available by ABN AMRO or other Platform Users with due care and not for other purposes than for your Experiment.
- b) You will not (attempt to) access Experiments by other Platform Users on the Platform, unless with their prior written approval.

3.6 Additional requests - We may reasonably request you

- 3.6.1 to take additional measures regarding your use of the Platform, like the addition of disclaimers, confidentiality arrangements or privacy policies, or
- 3.6.2 to provide us with additional information and/or images about your Experiment for promotional, technical, compliance or security purposes.

You will comply with those requests.

3.7 ABN AMRO attribution – We may require you to present the text “powered by ABN AMRO” or another attribution provided by us near or adjacent to the place where the Content as defined in Section 7 (Use of Content) will be presented to the End User, without prejudice to applicable restrictions regarding Brand features as stated in Section 6.

3.8 Modification - We are entitled at any time to modify or amend the Platform and our services. Significant modifications relevant for you will be communicated on the website and/or by email.

3.9 Availability - We will make reasonable efforts to ensure the availability of the Platform on normal working hours (i.e. Monday to Friday from 9h to 17h CET, celebration days not included). However, we are never under an obligation to provide you with a certain result or warrant availability of the Platform for a certain period of time.

3.10 Technical support - We make reasonable efforts to provide you with technical support to facilitate the use of the Platform and will answer reasonable questions as an additional and free service. We however assume you have some average expertise and affinity with IT and data research. We are not under an obligation to provide you with a certain result or to reach certain service levels, unless explicitly indicated otherwise.

3.11 **Maintenance** - In order to provide our developers with an optimal experience, we need to regularly maintain and update our Platform . Such maintenance and/or updates will be pre-announced on our website and/or by email in advance.

This means our Platform may not be available for a certain limited period of time. You are never entitled to any compensation of damages for unavailability of our services during those pre-announced maintenance activities.

4. **Communication**

4.1 **Confidential Information** - Any of the non-public communication between Parties regarding the Platform is considered to be confidential information ('Confidential Information'), unless stated otherwise.

Parties will:

- a) only use Confidential Information received for the purpose it was provided to them,
- b) prevent disclosure of Confidential Information to third parties, and
- c) restrict the circulation of Confidential Information only to persons that have a need to know the information for use of the Services.

4.2 **Exceptions** - The obligations in this Section 4 do not apply if the Confidential Information:

- a) becomes part of the public domain without violation of these Terms of Use,
- b) can be proven known and on record at the receiving party prior to the first disclosure of the Confidential Information, with the exception to any Confidential Information that was prepared for or on behalf of the disclosing party, or
- c) can be proven to have been independently developed.
- d) must be disclosed because of a legal obligation.

4.3 **Feedback** - If you communicate to us any comments, ideas, suggestions or other feedback ('Feedback') regarding the Platform, we are entitled to use your Feedback free of charge, worldwide and without any other restriction in order to improve our Platform, developer portal or API Services.

4.4 **Website communication** – We take reasonable efforts to ensure the accuracy and integrity of our information, Documentation and related materials provided on the developer portal website, but misprints, typing errors, miscalculations or other errors appearing on the Platform are reserved.

5. **Use of the Dataistic Center Website**

5.1 **Own risk** - We make no warranties that any information posted by ourselves, our staff or third parties on the Dataistic Center Website (the '**Website**') is accurate. Use of a forum or other place on the website where information by Participants or Platform Users may be shared is at your own risk, and you are advised to check the validity of information posted.

5.2 **Inappropriate conduct** – You will not post any false , indecent, inappropriate or illegal content, or conduct any inappropriate or illegal activities on our Website.

5.3 **No promotional content** – You will not post any advertisements, spam or (links to) promotional content with a commercial interest on our Website.

6. Use of the Content

6.1 **License on the Content** - Unless stated otherwise, You will receive a non-exclusive, worldwide, reversible, non-transferable, non-assignable, non-sublicensable, royalty free license on any (generic) data, Brands, functionality or other content (the '**Content**') made available by us under the restrictions in this Section 6.

6.2 **Purpose limitation** – You are only allowed to use the Content for the purpose of (promoting) your Experiment.

6.3 **Open source** - Certain aspects of the Platform may contain open source materials which are governed by applicable open source license conditions. You agree to comply with such open source license conditions if necessary.

6.4 **Security level** - You ensure that your communication of the Content to an End user encompasses an adequate level of security considering the nature of the Content, and is in accordance with common industry standards.

6.5 **No modification Content** - You are not allowed to modify any Content without our prior written consent of the owner, unless this is allowed for by law.

6.6 **Restricted use Brands** - If you use our tradenames, logos, trademarks, look and feel, corporate identity elements, domain names or other brand features (Brands), you will not present Brands in a way:

- a) which expresses or implies a relationship, partnership, cooperation, affiliation with, sponsorship, or endorsement by ABN AMRO (other than your use of the Platform);
- b) which suggests that editorial content has been authored by, or represents the views or opinions of ABN AMRO;
- c) which negatively affects ABN AMRO's reputation;
- d) that is defamatory, misleading, infringing, degrading, obscene, or offensive;
- e) that violates the law; or
- f) that removes, or modifies any element of the Brands.

7. Your Experiment

7.1 **Ownership** - You will own the intellectual property in your Experiment, except for the (generic) data provided by ABN AMRO of other Platform Users.

8. Termination

8.1 **Termination** - We are entitled to terminate your registration and the Terms of Use without giving any reasons, after a written notification with a termination period of 7 days.

8.2 **End of use** – We may deactivate or terminate your registration immediately,

- a) If you have not logged on to, or otherwise used your account within 1 month,
- b) If the deadline for your Experiment has expired, or earlier, if you confirm your Experiment has been finished.

8.3 **Termination for cause** - We are entitled to suspend or terminate your registration immediately, without notification, if:

- a) you breach these Terms of Use or the law;
- b) we suspect you to become insolvent or if you have been granted suspension of payments;

8.4 **Consequences of termination** - Termination has the following consequences:

- a) we will block your access to the Platform;
- b) you will be required to remove promptly, but in any event no later than two business days, any materials from the Platform from your Experiment, and delete any Content you possess or control. You will send us evidence that you have deleted any Content stored if applicable.

8.5 **No damages** - We are not responsible for any compensation or any damages incurred or to be incurred in connection with any termination in accordance with this Terms of Use.

9. Liability/warranties

9.1 **Responsibility** - Use of our free Platform is at your own risk. You will be fully responsible for your Experiment.

9.2 **Warranty Disclaimer** - The Platform and Content are provided on an “AS IS” and “AS AVAILABLE” basis. To the full extent permissible by law, we expressly disclaim all representations or warranties of any kind.

9.3 **Limitation of Liability** - We have limited liability arising from or based on your use of the Platform, except for damage caused by willful intent (“opzet”), gross negligence (“bewuste roekeloosheid”), or fraud. Our maximum aggregate liability under these Terms of Use and/or related to the Platform will not exceed the amount to be paid out by our insurance company, or ten thousand euro (€ 10.000), whichever is higher.

9.4 **Exclusion liability** - Excluded from liability are any indirect, consequential damages (gevolgschade) and punitive damages, loss of goodwill and reputation, future sales or business profits, whether such claim is based on warranty, contract, unlawful act (“onrechtmatige daad”), or otherwise, even if we have been advised of the possibility of such damages.

Under 'indirect damages' we understand any and all damages which are not directly related to the functioning of our Platform.

9.5 **Your indemnification** - You will indemnify ABN AMRO for any third party claims for loss or damage of any nature arising out of your use of the Platform, including any breach of this Terms of Use.

10. Personal data

10.1 **Your data compliance** - You will comply with any applicable legislation regarding personal data.

10.2 **Our data compliance** - We will process personal data of Participants in accordance with the applicable data protection legislation, and have taken appropriate technical and organizational security measures to protect your personal data.

10.3 **Notification security incident** - If you notice any problems or security incidents during the use of the Platform, you will notify us immediately at the following contact address: dataistic.center@nl.abnamro.com

10.4 **Contact about personal data** – If you or Participants have any questions or requests regarding the use, correction or deletion of your personal data, you can send an email to: dataistic.center@nl.abnamro.com

11. Miscellaneous

11.1 **No agency** - Nothing in these Terms of Use will be construed as creating a franchise, agency, fiduciary, employment or joint venture relationship of any kind between the parties. You nor we will have the authority to bind the other party or to contract in the name of or create a liability against the other party in performing its obligations or exercising its rights under these Terms of Use.

11.2 **Assignment** - You may not assign any of your rights or obligations under these Terms of Use without our prior written approval. We may assign any of our rights or obligations without your approval by providing notice to you by email or posting a notice on our Platform.

11.3 **Amendment Terms of Use** - We may decide to amend or modify these Terms of Use from time to time, which we will be communicated to you at least 30 calendar days in advance. If you do not agree with the amended Terms of Use, you may decide to terminate this agreement against the commencement date of the updated Terms of Use. If you continue using the Platform after the commencement date, you will be considered to have silently accepted the updated Terms of Use.

11.4 **Severity** - The invalidity, illegality or lack of unenforceability of any provision of these Terms of Use will not affect the validity, legality or enforceability of the remaining provisions of the Terms of Use. The affected provision will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or a part-provision under this clause will not affect the validity and enforceability of the rest of this agreement.

12. Governing law and jurisdiction

12.1 **Governing law** - These Terms of Use are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (“Weens Koopverdrag”) is excluded.

12.2 **Jurisdiction** - Any disputes in relation to these Terms of Use, any additional terms & conditions or annexes regarding the use of the developer portal or Platform will be submitted to the exclusive jurisdiction of the District Court in Amsterdam.