

## **Terms & conditions MyTSD Portal**

### **1. General**

By accepting the MyTSD terms & conditions of use, the client explicitly agrees with the conditions and the application as described in these conditions.

### **2. The use of the MyTSD functions**

MyTSD is an online service from TSD that allows the customer to manage:

- WinTree® App license management and account settings
- View your own customer data
- Consult terms & conditions and manuals

MyTSD will be expanded with new functionalities in the future and existing functions can be enriched.

### **3. Availability and price of MyTSD**

A MyTSD account is part of the Service contract and is available as long as the Service contract is purchased and the functionalities are offered within MyTSD. No extra costs are charged to the customer for the use of MyTSD.

### **4. Operation of MyTSD**

The information entered via MyTSD is linked to the WinTree® software in the production environment of the customer, whereby use is made of technical facilities under the control of TSD. This is necessary in order to be able to implement a modification entered via MyTSD, such as a change in the authorization settings. Information within the customer data is shared with the TSD administration. This is necessary to keep the TSD administration up-to-date, for example to be able to contact the right contact person.

Responsibilities of the customer when using MyTSD

- a) Within MyTSD, the customer can arrange settings, such as entering or changing an employee. Data of an employee, for example the name are personal data. The data entered in the account settings are available for TSD.
- b) The customer is responsible for the correct data within and the correct use of MyTSD with due observance of (privacy) legislation and regulations, such as permission for the use of (personal) contact data.
- c) The customer is responsible for ensuring correct access to the MyTSD account settings by the correct authorized person within the organization. Inadequate checking and / or careless handling of account settings can mean that incorrect data is included in TSD's administration, but also that authorization settings are set up incorrectly, which could give an unauthorized employee access to parts of the business software or that an employee gains access to incorrect parts or unintended (modification) authority in the business software.
- d) Within the account settings, the customer can indicate whether they want to (continue to) receive marketing messages from TSD.

e) The customer is responsible for the careful and safe use of MyTSD by the customer, their employees and / or others whom the customer gave access to the company account within MyTSD.

- f) When using MyTSD, the customer is not allowed to;
- Behave in violation of net etiquette and / or legal provisions with regard to internet use.
  - Infringe on the intellectual property rights of others.
  - Use MyTSD for purposes other than those described under article 2 of these terms & conditions.
  - Behave unlawfully in any other way towards TSD or others.

## **6. Storage and handling of data by TSD**

a) TSD ensures adequate storage of the information or data from the customer. Unless demonstrably evidence to the contrary can be provided, TSD is deemed to have met this obligation.

b) Customer is responsible for the risk of damage or loss of data stored by customer using the web solutions managed by TSD such as MyTSD.

c) The information entered in MyTSD by the customer connects to technical provisions of TSD in order to realize the intended application or functionality, as described under "operation of MyTSD". TSD never independently accesses the customer's MyTSD account, unless this is required for support and / or at the customer's request and / or if TSD is required to comply with legislation and regulations.

## **7. Other provisions:**

- a) Disruptions or user questions related to MyTSD can be reported via [support@tsd.nl](mailto:support@tsd.nl).
- b) Although extreme care is taken by TSD in the creation, development and maintenance of MyTSD whereby the availability, integrity and safety are striven for best effort, the risk of use lies with the customer.
- c) TSD works to the best of her ability to make and keep MyTSD available. Despite this care and attention it cannot be guaranteed that it will function without errors and without interruption.
- d) TSD is entitled to limit the use of MyTSD if this is necessary in the opinion of TSD.
- e) In the event of (the suspicion of) unauthorized use, TSD reserves the right to stop the operation of MyTSD.
- f) TSD can stop offering MyTSD at any time, temporarily block or implement changes in functionality.
- g) In addition to these user terms and conditions, the General Terms and Conditions, including the Processing Agreements of TSD apply. In the event of unexpected conflicting clauses within the applicable conditions, the current General Terms and Conditions of TSD will prevail.