



## Terms and conditions for the MQ Scan

The service “MQScan” is offered over the internet in the form of Software-as-a-Service by the company MQST. The use of the MQScan is subject to the below terms and conditions. Using the MQScan constitutes acceptance of these terms and conditions. Deviations from these terms and conditions is possible only by means of written confirmation by MQST.

### **Article 1. Use of the service**

- 1.1. The MQScan is offered for the purpose of providing insights into the motor skills of children in primary school, using the MQScan. You choose yourself how to employ the tool and for which specific purposes.
- 1.2. To use the MQScan, you first need to register. After completing registration, you can directly log into your account and use the service.
- 1.3. You must secure access to your account using the username and password against third parties. In particular you must keep the password strictly confidential. MQST may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are liable for these actions, unless and until you have notified MQST that someone else knows and/or uses your password.
- 1.4. The MQScan allows you to process personal data. MQST acts as a processor as that term is defined in the General Data Protection Regulation (GDPR); you are the controller. Further agreements will be entered into, in order to fulfil all legal obligations as set out in the GDPR. You indemnify and hold harmless MQST against all claims by third parties in connection with the GDPR. All privacy aspects are in detail set out in the Privacy Statement which can be found at <https://www.mqscan.com/wp-content/uploads/2021/04/Privacy-statement-Engels-2021.pdf>.

### **Article 2. Terms of use**

- 2.1. It is not permitted to use the MQScan for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous, or racist.
- 2.2. It is not permitted to use the MQScan in a manner that causes a nuisance or hindrance for other users. This includes (among others) the use of personal scripts or programs for up- or downloading large amounts of data or the excessively often accessing the service.
- 2.3. Should MQST discover that you violate any of the above, or receive a complaint alleging the same, then MQST may intervene to end the violation.
- 2.4. If in the opinion of MQST the continued functioning of the computer systems or network of MQST or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, MQST may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.
- 2.5. MQST is at all times entitled to file a criminal complaint for any offenses committed through or using the service.
- 2.6. MQST may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless MQST from all third-party claims arising out of your violation of these terms of use.

**Nederlands 1<sup>ste</sup> wetenschappelijk onderbouwde motorische scan,  
die leerkrachten in staat stelt in 1 gymles alle kinderen te scannen.**

### **Article 3. Availability and maintenance**

- 3.1. MQST uses its best efforts to have the service available at all times but makes no guarantees about uninterrupted availability.
- 3.2. MQST actively maintains the MQScan. In case maintenance is reasonably expected to negatively impact availability, MQST will carry out such maintenance at times when use of the service is relatively low. Maintenance is announced in advance whenever possible. Emergency maintenance can take place at any time and without prior announcement.
- 3.3. MQST may from time to time adapt the MQScan. Your feedback and suggestions are welcome but ultimately MQST decides which adaptations to carry out (or not).

### **Article 4. Intellectual property**

- 4.1. The MQScan, the accompanying software as well as all information and images on the website is the intellectual property of MQST. None of these items may be copied or used without prior written permission of MQST, except and to the extent permitted by mandatory law.
- 4.2. Information you store or process using the service is and remains your property (or the property of your suppliers or licensors). MQST receives a limited license to use this information (in aggregated unanimous form) for the service, including for future aspects thereof. You can cancel this license by removing the information in question and/or terminating the agreement.
- 4.3. If you send information to MQST, for example a bug report or suggestion for improvement, you grant MQST a perpetual and unlimited license to use this information for the service. This does not apply to information you expressly mark as confidential.
- 4.4. MQST shall refrain from accessing data you store or transfer using the MQScan, unless this is necessary for a good provision of the service or MQST is forced to do so by law or order of competent authority. In these cases, MQST shall use its best efforts to limit access to the information as much as possible.

### **Article 5. Compensation for the service**

- 5.1. The use of certain functions of the MQScan is subject to fees. The functions in question will inform you of the fees. The fee is due every month and is charged upon expiry of each applicable period.
- 5.2. Payment is possible through direct debit order, by making a wire transfer to the account of MQST, via iDeal online payment, by creditcard, or as explained further on the website.
- 5.3. Because the service is started directly at your express request, a payment cannot be refunded under the Distance Selling Act.

### **Article 6. Limitation of liability**

- 6.1. Except in case of intentional misconduct or gross negligence the liability of MQST shall be limited to the amount paid by you in the three months prior to the moment the cause of the damage occurred.
- 6.2. MQST in no event is liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption.
- 6.3. Damages may only be claimed if reported in writing to MQST at most two months after discovery.

**Nederlands 1<sup>ste</sup> wetenschappelijk onderbouwde motorische scan,  
die leerkrachten in staat stelt in 1 gymles alle kinderen te scannen.**



- 6.4. In case of force majeure MQST is never required to compensate damages suffered by you. Force majeure includes amongst other disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

#### **Article 7. Term and termination**

- 7.1. This agreement enters into force as soon as you first use the service and then remains in force until terminated.
- 7.2. If you entered into this agreement as a consumer, you may terminate the agreement at any time with a notice period of one month, calculated from the moment of the notice. Non-consumers can terminate the agreement with a notice period of two months.
- 7.3. MQST is entitled to terminate the agreement if you have not used the service at all in the last 18 months. In such an event MQST shall first send a reminder mail to the e-mail address connected to your account.
- 7.4. Upon termination of the agreement you will be on your request provided with a copy of your data available through the service at that moment.

#### **Article 8. Changes to terms**

- 8.1. MQST may change or add to these terms and conditions as well as any prices at any time.
- 8.2. MQST shall announce through the service changes or additions at least thirty days before their taking effect.
- 8.3. If you do not want to accept a change or addition, you can terminate the agreement until the date the changes take effect. Use of the MQScan after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

#### **Article 9. Miscellaneous provisions**

- 9.1. Dutch law applies to this agreement.
- 9.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with the MQScan shall be brought before the competent Dutch court for the principal place of business of MQST.
- 9.3. For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the MQScan service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.
- 9.4. The version of any communication of information as recorded by MQST shall be deemed to be authentic unless you supply proof to the contrary.
- 9.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.
- 9.6. MQST is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of the MQScan or the associated business activities.