


## END USER LICENSE AGREEMENT



*"Teamleader wants to serve as many SMEs as possible and help them to work smarter. To achieve this objective, Teamleader relies on carefully selected and rigorously trained channel partners. All channel partners are under permanent assessment to make sure the end user is provided with a high quality service."*

**Anyone who obtains a license on the Solution through one of Teamleader's channel partners (hereafter: the "End User") is presented with this End User License Agreement (hereafter: the "Agreement"). This Agreement explains what End Users can expect when using Teamleader's online software solution. At the same time, it sets out the rules which End Users must observe in order to continue using the solution.**

### 1. ABOUT TEAMLEADER



## Company details

Full company name	Teamleader NV
Company form	Limited company
Incorporated under	Belgian law
Registered office	Dok-Noord 3A (box 101) 9000 Ghent/BELGIUM
VAT	BE-0899.623.035

Registered with the Register for legal entities of Ghent, division Ghent

Throughout this Agreement we will refer to ourselves as **"TEAMLEADER"**, **"We"** and **"Us"**.

TEAMLEADER has developed and is the owner of an online software solution which facilitates online management and cooperation, and consists among other things of a CRM system, agenda, quotation management, API, project planning module, invoicing module, ticketing and Voice-over-IP.

We will be referring to our online software solution as the **"Solution"**.

### 2. GENERAL PROVISIONS

This Agreement is a legal contract between TEAMLEADER and you, as either an individual or an entity. Every commercial relationship between TEAMLEADER and the End User shall be governed by the terms and conditions as laid down in this Agreement. If you are accepting this Agreement on behalf of a legal entity, then you represent and warrant that you have to power and authority to bind such entity to these terms, and references to **"you"** herein refer to both you, the individual End User, and the entity on whose behalf you are accepting this Agreement.

Every End User needs to carefully read the terms and conditions of this Agreement before accessing or using the Solution. In addition to this Agreement, the End User is also expected to agree to our Data Protection Agreement and to read our [Privacy Declaration](#).

TEAMLEADER is free to change this Agreement at any time and in its sole discretion. If TEAMLEADER makes changes to this Agreement, TEAMLEADER will provide you with notice within a reasonable term prior to the application of the amended terms, such as by sending an email, via an announcement on its Solution and/or by updating the date at the top of this document. We encourage you to frequently review this Agreement and any other applicable policies and guidelines to ensure you understand the terms and conditions that apply to your use of the Solution. Your continued use of the Solution following the notification of changes will mean that you accept and agree to the changes.

### **3. REGISTRATION**

When registering, the End User creates a personal profile (hereinafter “**Account**”). The End User has to provide correct, truthful, up-to-date and complete information. It is the sole responsibility of the End User to correct or erase outdated information in his/her Account.

Every Account is strictly individual, personal and confidential. The End User must guard the confidentiality of the Account, including his/her login details such as the password. The End User is exclusively responsible for all actions and activity performed through his/her Account. The End User cannot transfer his/her Account to third parties without the explicit consent of TEAMLEADER.

### **4. LICENSE**

#### **4.1 General**

Subject to compliance with the terms and conditions of this Agreement, TEAMLEADER grants every End User a worldwide, limited, revocable and non-exclusive right of access, use and display of the Solution solely for the purpose of supporting End User’s internal business operations (in short: the “**License**”).

#### **4.2 Duration**

The License granted under this Agreement shall be perpetual. The License is granted for a month or a year, as the case may be, and is automatically renewed unless terminated before its renewal date, for whatever reason (*see art. 5*).

#### **4.3 Restrictions**

The End User has no right to sell, republish, redistribute, license or in any other way transfer the Solution to a third party without the prior written consent of TEAMLEADER.

In addition, The End User should refrain from any actions that have or could have a harmful impact on the proper functioning and safety of the Solution and the other End Users. The use of the Solution may not be in violation of the terms and conditions of this Agreement, the applicable law, the rights of third parties and/or the generally accepted Internet code of conduct.

**The following actions are absolutely prohibited:**

- Using software programs that focus on the collection and acquisition of data. This includes, but is not limited to: spiders, crawlers, robots and similar software.
- Using the Solution and its data for spamming, chain letters, junk mail and/or similar variations.
- Stalking other End Users and/or trying to convince them of political and/or religious beliefs.
- Violating the confidential character of Accounts of other End Users or accessing Accounts of other End Users without their authorisation.
- Using a false or foreign identity and/or data upon the registration.
- Engaging in, or authorizing others to engage in, the reverse engineering, disassembly or the decompilation of the Solution.
- Proliferation of unsolicited and/or any form of commercial messages through the Solution, including junk mail, spam and chain letters.

The above enumeration is in no way exhaustive.

The End User has the ability to upload digital content on the Solution. We are confident that this possibility will only be used in a useful and appropriate manner.

**It is in any case not allowed to upload the following content on the Solution:**

- Any kind of content that can be considered to be inappropriate or unlawful because of its illegal, unlawful, harmful, abusive, misleading, threatening, obscene, pornographic, offensive or racist nature and/or more generally because it is in conflict with the public morality or the public order. This content does not necessarily have to conflict with the applicable law or the rights of third parties to be regarded as inappropriate.
- Content that violates intellectual property rights and portrait rights of TEAMLEADER, other End Users and/or third parties.
- Content that is the result of, refers to and/or encourages the act of a criminally sanctioned offence.
- Content that may cause or causes damage to other End Users or TEAMLEADER, including, but not limited to harmful software such as computer viruses, malware, worms, trojans and cancelbots.

The above enumeration is in no way exhaustive.

#### **4.4 Measures**

TEAMLEADER can take all necessary and reasonable measures when the End User acts in violation of this Agreement, the applicable law, the rights of third Parties or the generally accepted Internet code of conduct. TEAMLEADER preserves a large margin of appreciation to take measures and to determine the scope of that measure. Measures will always be in proportion to the violation.

TEAMLEADER has the possibility to temporarily limit or suspend End User's access to the Solution. In addition, TEAMLEADER has the possibility to permanently terminate End User's License on the Solution (*see art. 5*).

When acquired by the situation, the abovementioned measures can be taken without prior warning. The End User shall not be entitled to any compensation for measures taken.

If the End User finds that the measure taken is inappropriate or unfounded, he must notify TEAMLEADER thereof within fifteen (15) calendar days after the measure has been taken.

### **5. TERMINATION**

#### **5.1 Termination by the End User**

End User has the right to terminate his/her License at any time during the license period. The End User should inform the channel partner who ordered the License on his/her behalf in writing. In order for the License not to be automatically renewed on the renewal date, TEAMLEADER must be informed by the channel partner of the End User's wish to terminate his/her License before the renewal date. **The End User is aware that he/she depends on the Channel Partner for the proper and timely termination of the License and accepts that he/she is responsible for the timely written termination to the channel partner.**

**Upon termination of the License, it's End User's sole responsibility to export all data on End User's Account through the available export tools.** The End User accepts that such export must take place before the expiry date of the current license period, as TEAMLEADER will deactivate the End User's Account on that date and all access to the Solution will be terminated. Under no circumstances can TEAMLEADER be held liable for the loss of End User's data due to late export.

#### **5.2 Termination by TEAMLEADER**

Without prejudice to any other right or remedy TEAMLEADER may have against the End User, TEAMLEADER can terminate the Agreement with the End User at any time and without legal intervention in the following circumstances:

(i) TEAMLEADER detects or has substantial reasons to assume that:

- The data entered and uploaded into the Solution by the End User is false, misleading, inaccurate or obsolete;
- The End User uses the Solution for unauthorized, illegal and/or inappropriate purposes;

- The agreement with the End User is based on incorrect or false information; or
- The End User obtained the License for reasons that cannot be considered as objectively reasonable and acceptable.

(ii) The End User ceases its payments for the License, files a declaration for bankruptcy, is declared bankrupt, enters into a liquidation or similar proceedings or is liquidated;

(iii) The End User commits an act of dishonesty, disloyalty or fraud with respect to TEAMLEADER, its business or the Solution;

In the event of such termination by TEAMLEADER, End User's right to use and access the Solution can be immediately withdrawn, without any prior notice. Where appropriate, TEAMLEADER will first inform the End User in writing of its intention to terminate the License and the reason for doing so. The End User can be given the opportunity to change its conduct and/or to remedy the infringement within a reasonable period following such notice. Under no circumstances will the End User be entitled to any reimbursement or compensation.

Upon termination of the License by TEAMLEADER, the End User will be given the opportunity to export all data available on his/her Account within a period which TEAMLEADER, at its sole discretion and in view of the concrete circumstances, considers reasonable and which in any event shall not exceed 30 days. It is the sole responsibility of the End User to export the data on the Account within the given period, as TEAMLEADER will deactivate the Account after said period and all access to the Solution will be terminated. Under no circumstances can TEAMLEADER be held liable for the loss of End User's data due to late export.

TEAMLEADER is entitled to refuse any request from the End User to enter into a (new) agreement with regard to the use of the Solution.

### 5.3 Consequences of termination

Upon termination of this Agreement (for whatsoever reason) and unless expressly agreed otherwise in writing between TEAMLEADER and End User all rights granted to End User under this Agreement shall terminate.

**For the purpose of compliance with the applicable data protection legislation, TEAMLEADER shall delete all personal data on the End User's Account within a period of 30 days following the deactivation of the Account. It is the sole responsibility of the End User to export the data on his/her Account before that date.**

Articles 8, 10 and 11 shall survive and continue in full force and effect in accordance with their terms, notwithstanding the expiration or termination of this Agreement for whatsoever reason.

## 6. OUR OBLIGATIONS

### 6.1 Ensuring the availability of the Solution as much as possible

TEAMLEADER offers no guarantees regarding uptime of the Solution. The Solution is offered as available. In the event of problems regarding the availability of its Solution, TEAMLEADER undertakes its best effort to solve such issue as soon as reasonably possible without giving any guarantee. In any case and where appropriate, TEAMLEADER shall be free to determine on what is to be considered an adequate solution in this respect.

TEAMLEADER wishes to keep the quality of the Solution high by performing maintenance activities and implementing updates on a regular basis. TEAMLEADER may suspend or limit access to the Solution for the duration of any scheduled or unscheduled downtime or unavailability of any functionality or of the entire Solution for any reason, including as a result of power outages, system failures, maintenance, upgrades or other interruptions. TEAMLEADER undertakes to minimize the impact of such maintenance activities and updates on the availability of the Solution but does not exclude any downtime in this respect.

### 6.2 Providing supporting documentation on the Solution

TEAMLEADER takes all necessary and reasonable measures to ensure that the information presented on the Solution (e.g. the [Knowledge Base](#)) is complete, correct, up-to-date and accurate. However, TEAMLEADER cannot give any guarantees with regard to the quality and completeness of the information on the Solution. As a consequence, TEAMLEADER cannot be held liable for (direct and indirect) damages suffered by the End User as a result of the information on the Solution.

## **7. CHANGES TO THE SOLUTION**

TEAMLEADER may introduce new functionalities and/or alter existing functionalities without prior notice to End Users, including revising the user interface, features, and general functionality of the Solution as part of improvements or other necessary changes to the Solution.

TEAMLEADER will have the right, in its sole discretion, to discontinue some or all of the functionalities.

## **8. LIABILITY**

TEAMLEADER does not guarantee that: (i) the performance of the Solution will be uninterrupted or error-free nor that all errors and/or bugs will be corrected (within a reasonable time), (ii) the Solution will be constantly available, free of viruses, in time and complete, or (iii) the information provided on the Solution is complete, correct, accurate and non-misleading.

The intended use of the Solution by the End User is determined under the End User's full responsibility and at their own risk. TEAMLEADER cannot be held liable in any way for any direct or indirect damage resulting from this intended use. Therefore, the End User shall thus be solely responsible for any damage to its computer (programs), wireless devices and/or other equipment consequential to the use of the Solution.

TEAMLEADER cannot be held liable for:

- Indirect and/or consequential damage (including but not limited to loss of income, loss of goodwill and damage to the property of the End User caused as a result of the use of the Solution). This limitation of liability also applies when TEAMLEADER has been specifically informed of the potential loss by the End User;
- Defects that have been caused directly or indirectly by an act on the part of the End User or a third party, irrespective of whether they are caused by an error or negligence;
- Damage caused by using the Solution for a different purpose than the purpose for which it has been developed or is intended by TEAMLEADER;
- Additional damage caused by continued use by the End User after a defect has been detected;
- The loss or incorrect use of data on the End User's account, unless this is due to a TEAMLEADER error;
- Damage caused by non-compliance with any advice and/or guidelines that may be given by TEAMLEADER, which the latter always provides on a discretionary basis;
- Damage caused by force majeure or hardship.

Furthermore, the End User accepts that TEAMLEADER does not offer any guarantee that the Solution complies with the regulations or requirements which apply in any legal area, with the exception of the regulations or requirements that apply in Belgium at the time of conclusion of the Agreement. TEAMLEADER can thus not be held liable for any subsequent changes of whatever nature in such law and/or regulations.

End User shall not provide any (confidential) information nor any login details to any TEAMLEADER employee in whatever manner and for whatever reason. If the End User, in contrary to the above, does provide any of such data to TEAMLEADER, the End User acknowledges that it is acting entirely at its own risk.

The End User shall indemnify and/or hold harmless TEAMLEADER, its officers, directors, employees and agents from and against all claims of whatever nature that might arise from the existence, implementation and/or termination of this Agreement and which have been caused by its own negligence, fault or carelessness or by any of its affiliates and/or staff.

TEAMLEADER's liability shall be limited to the amount of the payment of the insurance policies entered into by TEAMLEADER and in any case be limited to the liability mandatory under Belgian law.

## **9. LINKS TO OTHER WEBSITES AND PLATFORMS**

The content of our Solution can contain links, hyperlinks or framed links to external websites, platforms or other electronic portals. This does not necessarily mean that there is a connection between us and the external website, nor that we (implicitly) agree with the content of those websites.

We do not verify these external websites and we are not responsible for the secure and proper functioning of the link and the ultimate destination. The End User who clicks on a link, leaves our Solution. TEAMLEADER cannot be held liable for any damages arising from the consultation or use of the external website. These external websites may not offer the same guarantees as we do. We recommend the End User to carefully read the terms of use and privacy declaration of these external websites.

## 10. PRIVACY

### 10.1 TEAMLEADER as data controller

The processing by TEAMLEADER of personal data concerning the (potential) End User and/or its personnel/staff shall take place in accordance with the provisions of the TEAMLEADER Privacy Declaration. In such event, TEAMLEADER acts as 'data controller'.

This Privacy Declaration includes information about the personal data collected by TEAMLEADER, as well as the manner in which TEAMLEADER uses and processes the (potential) End User's personal data. TEAMLEADER's Privacy Declaration can be consulted [here](#).

### 10.2 TEAMLEADER as data processor

The End User acknowledges that – with regard to the processing of data of third parties entered into the Solution by the End User (e.g. End User's prospects and customers) – it shall act as data controller and TEAMLEADER as data processor. This relationship shall be solely governed by the Data Processing Agreement, as concluded at the time of End User's registration and as made available within End User's Account.

## 11. INTELLECTUAL PROPERTY

The End User explicitly acknowledges that TEAMLEADER is and remains the sole owner of the Solution, the documentation available thereon, the underlying software, and any other intellectual property rights relating thereto. All such rights and goodwill are, and shall remain, vested with TEAMLEADER.

Except as expressly granted in this AGREEMENT, there are no other licenses granted to you. All rights not granted in this AGREEMENT are reserved by TEAMLEADER.

The End User's right of use shall under no circumstances:

- Entail a transfer of ownership of the Solution by TEAMLEADER to the End User;
- Grant the End User any rights to or interests in the Solution, any trade names and/or or trademarks of TEAMLEADER; and
- Grant the End User the right to request TEAMLEADER to deliver a copy of the Solution or of any software or other product utilized by TEAMLEADER to make its Solution available.

The End User shall not use any trademark, tradename, or brand name of TEAMLEADER without the explicit written approval from TEAMLEADER.

The End User undertakes to notify TEAMLEADER of any actual, threatened or suspected infringement of any intellectual property rights of TEAMLEADER which comes to the End User's notice, and of any claim by any third party due to the use of the Solution.

## 12. MISCELLANEOUS

**Severability.** Whenever possible, the provisions of this Agreement shall be interpreted so as to be valid and enforceable under the applicable law. However, if one or more provisions of this Agreement is found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision and of this Agreement shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. Moreover, in this case the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provisions. If parties do not reach an agreement, then the competent court may mitigate the invalid provision to what is (legally) permitted.

**Headings.** The headings of this Agreement are for convenience only and shall not in any way limit or affect the meaning or interpretation of any terms hereof.

**Waiver.** The (repeated) non-enforcement of any right by TEAMLEADER can only be regarded as tolerance with regard to a specific condition, and shall not waive the right of TEAMLEADER to invoke this at a later time.

**Language.** This Agreement can be consulted in Dutch, English, French, Italian, Spanish and German. In case of a discrepancy between the different versions, the Dutch version prevails.

### **13. APPLICABLE LAW AND COMPETENT COURT**

All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this Agreement shall be governed by and construed in accordance with the Belgian law, without giving effect to any other choice of law or conflict-of-law rules or provisions (Belgian, foreign or international) that would cause the laws of any other jurisdiction than Belgium to be applicable.

Any dispute concerning the validity, interpretation, enforcement, performance or termination of this Agreement shall be submitted to the exclusive jurisdiction of the Ghent Courts. Parties are, however, committed to resolve disputes as much as possible in mutual consent.