



## Terms of Use

### OsiScraper

These Terms of Use apply to (the use of) the Application. Please read these Terms Of Use carefully so that you, the User, know what your rights and obligations are when using the Application. The acceptance of these Terms of Use constitutes a valid and binding agreement between CI-IT and you. If you use the Application, you agree to be bound by these Terms of Use. These Terms and Conditions are available for download and print at <https://osiscraper.com/en/terms-of-use/>.

### 1. Definitions

- 1.1. In these Terms of Use, the following terms, indicated with a capital, whether single or plural, will have the following meaning:
  - 1.1.1. Agreement: the agreement between CI-IT and the User for the Application, consisting of these Terms of Use and any other agreement between them, such as by e-mail;
  - 1.1.2. Application: the OsiScraper application, including additional scripts provided by CI-IT;
  - 1.1.3. CI-IT: the private company with limited liability CI-IT B.V., registered with the Dutch Chamber of Commerce under number 68032439, with its registered office in Gilze en Rijen;
  - 1.1.4. Information: all Information that is or may be processed by (the use of) the Application;
  - 1.1.5. Intellectual Property Rights: all the intellectual property rights and related rights, including but not limited to rights such as copyrights, trade secrets, database rights, domain names, know-how, trademark rights, design rights, neighbouring rights and patent rights;
  - 1.1.6. Parties: CI-IT and the User;
  - 1.1.7. Results: the results of using the Application;
  - 1.1.8. Terms of Use: these terms of use applicable to (the use of) the Application;
  - 1.1.9. User: the User of the Application who enters into the Agreement with CI-IT;
  - 1.1.10. Website: the website [www.osiscraper.com](http://www.osiscraper.com), including all underlying pages.

### 2. Scope

- 2.1. These Terms of Use apply to the Application and the use thereof by User.
- 2.2. CI-IT may amend or supplement these Terms of Use at any time. The most recent version of the Terms of Use can be found on the Website or will be brought to the User's attention while using the Application. If the User continues to use the Application after a change and/or addition to the Terms of Use, the User thereby irrevocably accepts the changed and/or added Terms of Use.
- 2.3. The applicability of any purchase conditions or other conditions of the User is hereby expressly rejected.
- 2.4. If any provision of the Terms of Use shall be held to be (partly) void or unenforceable, the other provisions of the Terms of Use will remain in full force and effect. In such a case, CI-IT shall agree with the User on new provisions that are as far as possible of the same purport to replace the null and void provisions.
- 2.5. In the case of contradiction between the agreements made by the Parties, the provisions of these Terms of Use shall prevail, unless the Parties have expressly deviated from them in writing.

### 3. (Use of the) Application

- 3.1. CI-IT hereby grants the User the right to use the Application exclusively on a single system under the terms of these Terms of Use and the Agreement. The User is not allowed to let other (legal) persons use the Application, not even if they are a parent, sister or subsidiary company.
- 3.2. The User is not allowed to (let other (legal) persons) use the Application for teaching, instruction or training purposes.
- 3.3. The User is responsible and liable for all use that the User makes of the Application, including but not limited to the use of the Results.

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- 3.4. The User accepts that the Application only contains the functionalities and properties as the User finds them in the Application at the time of delivery ("as is, where is"), therefore with all (in)visible errors and defects.
- 3.5. CI-IT does not guarantee that the Application is suitable for the actual and/or intended use by User.
- 3.6. CI-IT does not guarantee that the Application will be error-free, complete or up-to-date at all times. CI-IT does not guarantee that the Application or any part thereof will be accessible and/or operational at all times without interruptions, malfunctions or errors. Faults in the Application may occur as a result of internet or telephone connection failures, as a result of viruses and/or errors and/or defects, or if something changes on a web page where the Application is used.
- 3.7. In order to use the Application, the User must pay the fees due in advance, unless expressly agreed otherwise
- 3.8. If third-party licences are required for the use of the Application by the User, then the User is responsible for acquiring these licences.
- 3.9. The User is responsible for complying with the technical and functional requirements for using the Application. The costs of this are borne by the User. The risk of loss, theft or damage to any data, including the Information, is borne by the User at all times.
- 3.10. The User acknowledges and agrees that CI-IT does not have insight in and/or access to the Results and/or (other) usage data of the User related to the Application. The Results and/or (other) usage data are exclusively stored locally on User's premises. Therefore, CI-IT cannot make a back-up of the Results and/or (other) usage data of User and CI-IT shall never be responsible for this.
- 3.11. The User is not permitted to use the Application and/or the Results in connection with any unlawful acts or with acts that are otherwise prohibited under applicable law. This includes, without limitation, any activities that violate the Intellectual Property Rights or (other) rights of CI-IT or third parties. The User guarantees that he or she will strictly comply with this provision.
- 3.12. The User declares and guarantees that when using the Application and/or the Results, he or she will strictly observe the applicable laws, terms of use and other third-party conditions.
- 3.13. In the case that CI-IT believes that damage or other danger may occur to CI-IT and/or third parties, CI-IT has the right to take all reasonable measures it deems necessary (at its own discretion) to prevent these dangers or to limit (the consequences of) these dangers.
- 3.14. CI-IT is entitled, at its own discretion, to terminate (versions of) the Application without becoming liable to the User. In the event that (a version of) the Application reaches the end of its lifecycle, CI-IT will notify the User of this via the Application and/or via the Website.
- 3.15. CI-IT is entitled at any time to take technical and/or other measures to protect the Application from unauthorised use and/or use in a manner or for purposes other than those agreed between the Parties. The User shall never remove or bypass any technical measures intended to protect the Application.
- 3.16. CI-IT is entitled to recover the damages caused by a breach as meant in (one of the paragraphs of) this article from the User. The User indemnifies CI-IT and holds CI-IT harmless against any and all claims of third parties relating to or resulting from a breach of (one of the paragraphs of) this article.

**4. Price and Payment**

- 4.1. Under the condition precedent of payment of all fees, the User acquires a right to use the Application as provided in these Terms of Use.
- 4.2. All prices quoted by CI-IT are exclusive of VAT and other (government) levies and taxes, unless explicitly stated otherwise.
- 4.3. All prices communicated by CI-IT are in Euros and User shall pay in Euros, unless explicitly stated otherwise.
- 4.4. Payment by the User can be made via the Website or by paying an invoice sent by CI-IT to the User. The User agrees to electronic invoicing by CI-IT. CI-IT is entitled to send the User an invoice for the amount due via electronic means. The term of payment of an invoice is fourteen (14) days after the date of the invoice, unless explicitly agreed otherwise.

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- 4.5. In the event that the User according to the Agreement consists of several persons (natural persons and/or legal entities), each person shall be jointly and severally liable to CI-IT for fulfilling the obligations arising from the Agreement.
- 4.6. The User shall not be entitled to suspend any payment.
- 4.7. The User shall not be entitled to set off amounts owed.
- 4.8. In the case of late payment by the User, CI-IT shall be entitled to suspend performance of its obligations and the User shall be in default (in Dutch: “verzuim”) by operation of law. In such a case, the User shall owe the statutory commercial interest pursuant to Section 6:119a of the Dutch Civil Code and € 15 in administrative costs (per invoice) over the amount due.
- 4.9. In the event of late payment, the User shall be required to pay, in addition to the amount owed, the statutory commercial interest due thereon and the administrative costs, both the extrajudicial and judicial (collection) costs, including but not limited to the costs of collection agencies, lawyers and bailiffs. The extrajudicial (collection) costs shall be calculated in accordance with the Dutch “Staffel buitengerechtelijke incassokosten” (BIK, extrajudicial collection costs), unless the actual extrajudicial (collection) costs are higher. In the latter case, CI-IT shall be entitled to charge the User for the extrajudicial (collection) costs actually incurred.
- 4.10. In the event of liquidation, (a request for) a moratorium on payments or bankruptcy, debt rescheduling or any other circumstance rendering the User unable to dispose freely of his assets, CI-IT shall be free to terminate the Agreement with immediate effect without incurring any obligation, such as the obligation to pay compensation. In such cases, CI-IT's claims against the User shall be immediately due and payable.

**5. Intellectual Property Rights**

- 5.1. CI-IT and/or its suppliers reserve all rights not expressly granted to the User in these Terms of Use.
- 5.2. The User agrees that – except as specifically set forth in these Terms of Use – CI-IT and/or its suppliers retain all rights, title and interest, including the Intellectual Property Rights, in and to the Application as well as any modifications adaptations or translations thereof. The User acknowledges and agrees that he or she does not acquire any rights therein, express or implied, except for the rights expressly granted under these Terms of Use.
- 5.3. The User is not permitted to sell, rent out, transfer or grant restrictive rights to the Application and/or to make it available or grant access to third parties in any way or for any purpose, unless a mandatory or peremptory rule of (applicable) law states otherwise.
- 5.4. The User is explicitly not allowed to download, copy, amend, or provide otherwise (parts of) the Application that have been made available to Users, for direct or indirect commercial purposes or for any other purposes than the purposes specified in these Terms of Use, unless CI-IT has provided its prior written consent thereto, or if a mandatory or peremptory rule of law states otherwise.
- 5.5. The User is explicitly not allowed to (attempt to) hack the Application in any way whatsoever.
- 5.6. The User is not permitted to make a backup copy of the Application. Upon the User's request, CI-IT will make a backup copy for the User at the User's expense. The User may not use, trade or distribute this backup independently.
- 5.7. The User will not remove or alter (or cause to be removed or altered) any designation concerning the confidential nature or Intellectual Property Rights from the Application.
- 5.8. The User grants CI-IT the right to use the User's image, logo and name in its external communications, including for promotional purposes.

**6. Retention of title**

- 6.1. Rights, explicitly including any (usage) rights to the Application, are granted or transferred to the User under the condition precedent that the User has paid all amounts due to CI-IT under the Agreement in full.
- 6.2. CI-IT may retain data, documents, software and/or data files, expressly including the Application, received or created under the Agreement, despite an existing obligation to surrender or transfer them, until the User has paid all fees owed to CI-IT in full.

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**7. Transfer of risk**

- 7.1. The risk of loss, theft, misappropriation or damage to the Application will pass to the User at the time when it is placed under the actual control of the User or one of the User's auxiliary persons.

**8. Availability**

- 8.1. CI-IT will make commercially reasonable efforts to ensure that the Application is available to User.  
8.2. CI-IT has the right to restrict the use of the Application without prior notice and without being obliged or liable to pay any compensation to the User if this restriction is required in CI-IT's sole discretion.

**9. Liability**

- 9.1. CI-IT's liability for attributable failing (in Dutch: "toerekenbare tekortkoming") to perform the Agreement or any unlawful act (in Dutch: "onrechtmatige daad") shall be excluded, to the extent allowed by a mandatory or peremptory rule of law.  
9.2. Insofar as the exclusion in the previous paragraph is not tenable, CI-IT's liability shall be limited to compensation for direct damage up to the amount of the price stipulated in the Agreement concerned (excluding VAT) for one year. Direct damage shall be understood to mean exclusively:  
9.2.1. material damage to property;  
9.2.2. reasonable costs incurred to prevent or limit direct damage, which could be expected as a result of the event on which the liability is based; and  
9.2.3. reasonable costs incurred to determine the cause of the damage.  
9.3. Under no circumstances shall CI-IT's total liability for direct damages, on any legal ground whatsoever, exceed € 5,000 (five thousand Euros).  
9.4. CI-IT's liability for indirect damage is excluded. Indirect damage is understood to mean all damage that is not direct damage, including but not limited to consequential damage, loss of profit, missed savings, reduced goodwill, damage due to business stagnation, damage as a result of claims from clients of the User, materials or software of third parties and damage relating to and resulting from mutilation, destruction or loss of data or documents.  
9.5. The exclusions and limitations referred to in this article shall only lapse if and insofar as the damage is the result of intent or deliberate recklessness on the part of CI-IT's management.  
9.6. Unless performance by CI-IT is permanently impossible, CI-IT's liability for an attributable failure in the fulfilment of an agreement shall only arise if the User notifies CI-IT of its failure in writing without delay, allowing a reasonable time for the recovery of the failure, and if CI-IT continues to fail attributable in the fulfilment of its obligations even after that time. The notice of default (in Dutch: "ingebrekestelling") must contain a description of the failure that is as complete and detailed as possible, so that CI-IT is given the opportunity to respond adequately.  
9.7. The existence of any right to compensation always depends on the User notifying CI-IT of the damage in writing as soon as possible after it occurs. All claims for compensation against CI-IT shall lapse upon the mere expiry of twelve (12) months after the claim arose, unless the User has instituted a legal action for compensation before the expiry of this period.  
9.8. The User shall indemnify CI-IT against all claims and other liabilities of third parties and the resulting damage caused by a breach by the User of the Agreement, a breach of any Intellectual Property Right by the User or any other act or omission by the User.

**10. Force Majeure**

- 10.1. CI-IT shall not be bound to fulfil any contractual and/or legal obligation if it is prevented from doing so as a result of force majeure.  
10.2. Force majeure on the part of CI-IT shall include illness of employees and/or absence of employees who are crucial to the supply of the Application, interruptions in the supply of electricity, strikes, riots, fire, natural disasters, floods, failures of suppliers to CI-IT, failures of third parties engaged by CI-IT, internet failures,

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hardware failures, failures in (telecommunications) networks, epidemics, pandemics, government measures and all other external causes beyond CI-IT's control.

- 10.3. If a situation of force majeure lasts longer than sixty (60) days, each Party shall be entitled to rescind (in Dutch: "ontbinden") the Agreement in writing and in part (insofar as it affects the situation of force majeure). What has already been performed on the basis of the Agreement shall in that case be settled proportionately, without the Parties owing each other anything else. This does not affect the other provisions of these Terms of Use.

**11. Term and Termination**

- 11.1. The Agreement is entered into for a fixed term. CI-IT offers the User the option to choose from different durations, which are stated in the offer on the Website.
- 11.2. The fixed-term Agreement is tacitly renewed for the duration of the period originally agreed, unless the User or CI-IT terminates (in Dutch: "opzeggen") the Agreement in writing with due observance of a notice period of one month before the end of the period concerned.
- 11.3. The User is not entitled to terminate the Agreement prematurely, unless explicitly provided otherwise in these Terms of Use.
- 11.4. In addition to the provisions of Clauses 11.2 and 11.3, CI-IT shall be entitled at any time, at its own discretion, without prior written notice or explanation and without becoming liable to the User, to suspend the Agreement and/or to terminate the Agreement temporarily or permanently as CI-IT deems necessary.
- 11.5. Each Party may terminate the Agreement in writing in whole or in part, without notice of default and with immediate effect:
- 11.5.1. if the other Party is granted a moratorium on payments, whether provisional or not,
  - 11.5.2. if a petition for bankruptcy is filed against the other Party,
  - 11.5.3. In the event that the User has been irrevocably declared bankrupt, the User's right to access and/or use the Application made available shall end automatically and by operation of law without any act of termination on the part of CI-IT.
- 11.6. If the User has become irrevocably bankrupt, the right of the User to access and / or use the Application made available ends automatically and by operation of law, without any cancellation action being required on the part of CI-IT.
- 11.7. CI-IT may terminate all or part of the Agreement with immediate effect, without notice of default, if the decisive control over the User's business changes directly or indirectly.
- 11.8. CI-IT shall never be obliged to pay compensation or any refund for payments already received due to termination (in Dutch: "beëindiging") of the Agreement, in any way and for any reason whatsoever.
- 11.9. The User shall only be entitled to rescind the Agreement on account of an attributable failure in the performance of the Agreement if CI-IT, in all cases after having received a written notice of default which is as detailed as possible and which sets a reasonable time limit for recovering the failure, imputably fails to meet essential obligations under the Agreement.
- 11.10. If, at the time of rescission, the User has already received performance in terms of executing the Agreement, this performance and the payment obligations associated with it shall not be subject to cancellation.
- 11.11. Amounts invoiced by CI-IT before the rescission in connection with work already carried out or delivered properly under the Agreement shall remain fully due and payable immediately at the time of rescission.
- 11.12. All provisions intended to survive the end of the Agreement, in any way whatsoever, shall survive the end of the Agreement. These provisions include (but are not limited to) those concerning the exclusions and limitations of CI-IT's liability, Intellectual Property Rights, use of the Application, applicable law, competent court and this provision.

**12. Applicable law and disputes**

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- 12.1. The Agreements, these Terms of Use and all legal acts and disputes arising therefrom shall be governed by Dutch law. The applicability of the Vienna Sales Convention 1980 is excluded.
- 12.2. All disputes between the Parties shall in the first instance be resolved by mutual consultation. If the Parties are unable to resolve the disputes through mutual consultation after thirty (30) days, they will be settled exclusively by the competent court of the District Court of Zeeland-West Brabant, in Breda.

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