



# TERMS OF SERVICE

These terms of service ("**Terms of Service**") apply to the online media monitoring platform for floods and weather impact (the "**Platform**") operated by FloodTags ("**FloodTags**", "**us**", "**we**" and the like).

## 1. WHAT IS THE PLATFORM?

- 1.1. Our Platform is an online application that monitors different types of (social) media ("**Third-Party Data Provider(s)**"), and provides high quality social media and online media analysis for floods and other weather impacts.
- 1.2. Our clients who purchase a subscription with us ("**Clients**") and their users ("**Users**") and/or their client's users (these clients also "**Clients**" and their users also "**Users**"), as well as users (also "**Users**") of potential Clients (for the purpose of these Terms of Service also "**Clients**") who get access to the Platform for demonstration purposes – in each case as the case may be after concluding a separate (subscription) agreement (the "**Agreement**") – can get access to the Platform by registering for an account ("**Account**"). If there is a conflict between a provision in the Agreement and in these Terms of Service, the provision in the Agreement prevails.
- 1.3. Through their Account, Users can view different types of data, including relevant feeds from the Third-Party Data Providers and dashboard information. Users can also contribute information to the Platform, e.g. by creating labels, adding annotations and enriching information with respect to certain weather or flooding situations ("**Content**") (for the avoidance of doubt: Content does not include personal or profile information Users add to their Account).
- 1.4. Clients must appoint at least one User as administrator ("**Administrator**") to create and manage the Accounts. We create the Administrator's account.
- 1.5. The use of the Platform may be restricted, as indicated in the Agreement and/or in these Terms of Service ("**Scope Limitation**"). Scope Limitations may include limits on the volume of data processed by the Platform, and/or a maximum number of Users, topics, keywords, and/or use of the Platform for specific use cases and/or such other limits as set forth in the Agreement and/or these Terms of Service.
- 1.6. If you are a User of a potential Client, the minimum Scope Limitation is that you may only use the Platform for demonstration purposes (i.e. accessing the Platform for the purpose of assessing whether the potential Client intends to purchase a subscription) and only during the demonstration period indicated by us. You, nor the Client may misuse the access given for demonstration purposes, e.g. by using the Platform in an operational environment or by applying for demonstration access more than once (i.e. after the first demonstration period) through another party.

## 2. WHAT DO WE EXPECT OF YOU WHEN YOU USE THE PLATFORM?

When you use the Platform, you agree to and, where applicable, declare the following:

- a) You are 18 years or older and you are legally authorized to conclude agreements under applicable laws;
- b) If you conclude the Agreement on the Client's behalf, you are authorized to legally represent the Client;
- c) You are authorized by the Client to have and use an Account and to use the Platform - "use" of the Platform for the purpose of these Terms of Service also includes accessing it and adding Content to it;
- d) You have all necessary permissions and authorizations to place the Content in the Platform;
- e) You shall not knowingly place incorrect or otherwise misleading or unlawful Content in the Platform;



- f) If you are an Administrator, you are responsible for creating Accounts for the Users in the Client's organization and for managing the access to those Accounts, including revocation of access rights of Users who no longer work for the Client; you are also responsible for ensuring that Users are issued their own log in credentials and that these are not shared by more than one User as well as for informing us if you no longer work for the Client or are no longer authorized as an Administrator;
- g) You shall use the Platform only for the relevant Client's own operations;
- h) You shall provide all hardware, internet service and other devices and times necessary for the use of the Platform; we may issue specific reasonable requirements to be able to make use of the Platform and you and the Client are responsible for meeting those requirements. If we update these requirements we shall make a notification in advance;
- i) You shall use the Platform in accordance with applicable laws and regulations and not in violation of any third-party rights;
- j) You shall not (i) use any method to gain unauthorized access to any paid or unpaid features of the Platform; (ii) use automated scripts to collect information from or otherwise interact with the Platform; (iii) deep-link to the Platform for any purpose (other than our home page), unless expressly authorized in writing by us beforehand.
- k) When you add your details in your profile under your Account, you shall add your real details and keep them up-to-date (you can update your information at any time through your Account);
- l) You shall keep your log-in details secure and will not share them with any other person, whether inside or outside your Client and you shall make sure the device on which you use your Account, and the internet connection used, are properly secured, so that unauthorized others cannot access your Account;
- m) You and the Client are responsible for all activity occurring under your Account. If you believe your Account has been, or can be, accessed by an unauthorized person, you should immediately change your password and notify us by email at [registration@floodtags.com](mailto:registration@floodtags.com) or another email address indicated for this purpose in the Platform and/or on our website floodtags.com. In that case, you will take all steps within your control that are necessary to terminate such unauthorized access and will cooperate and assist us with any actions taken by us to prevent or terminate the unauthorized use of the Platform. We reserve the right to block the compromised Account (if you are Administrator you can make a new User Account or we will create a new Administration Account if your Account was compromised).
- n) Neither you, nor the Client are restricted from using the Platform, for example due to export controls in any jurisdiction and/or because you and/or your Client are listed on a restricted parties list in any jurisdiction and/or if we have previously blocked your Account;
- o) You shall provide the reasonable cooperation for us to verify your compliance with these Terms of Service and/or the Agreement;
- p) You may delete your Account at any time, in which case the data in your Account will also be deleted, however, Content you have added to the Platform will not be deleted.

### **3. WHAT SERVICE CAN YOU EXPECT OF US?**

- 3.1. The service levels for the services related to the Platform are laid down in (an annex to) the Agreement. If no such service levels are agreed with the Client, the following applies: we will try to answer your questions about the Platform as soon as reasonably possible but we do not provide ongoing support for the Platform in the sense that we can solve issues of individual Users. We do not guarantee that the Platform operates 24/7. We will however try to keep the Platform available to you as continuously as we reasonably can.



- 3.2. We provide the Platform with the functionalities and other specifications “as is, where is”. We do not give any guarantees with regard to the Platform, such as that it has full functionality or that it is free from errors. We may decide at our discretion which functionality is offered in the Platform and we can update the Platform (including its functionalities) from time to time.

#### **4. USE AND USAGE RESTRICTIONS**

- 4.1. In addition to any other Scope Limitations or usage restrictions set out in the Agreement and/or these Terms of Service, your use of the Platform is limited as set out in this section.
- 4.2. You shall not use the Platform (i) in violation of any Third-party Service Terms (as defined in section 5); (ii) to impersonate any other User; (iii) outside the Scope Limitations; (iv) in any manner that interferes with or disrupts the integrity of performance of the Platform or any components thereof.
- 4.3. You will not use the Platform, and will not knowingly display, distribute, or otherwise make content or information derived from the Platform available to any entity for the purpose of: (a) conducting or providing surveillance or gathering intelligence, including but not limited to investigating or tracking individual social media users or their content; (b) tracking, alerting, or other monitoring of sensitive events other than events for which the Platform is primarily used (floods and weather circumstances) (including but not limited to protests, rallies, or community organizing meetings); (c) conducting or providing surveillance, analyses or research that isolates a group of individuals or any single individual for any unlawful or discriminatory purpose or in a manner that would be inconsistent with the individual social media users’ reasonable expectations of privacy; or (d) targeting, segmenting, or profiling individuals based on Sensitive Information (see definition in section 6.5).
- 4.4. If the Client is a government entity or an entity performing services on behalf of a government entity whose primary function or mission includes conducting surveillance or gathering intelligence, you may not access X content through the Platform, unless otherwise expressly pre-approved by us and X. We as well as X reserve the right to approve each of the use cases for the use of the Platform, and failure to obtain such approval may result in suspension and potential termination pursuant to this section and of the Agreement.
- 4.5. Neither you, nor anyone on your behalf shall use the Platform in a manner that would require us and/or you to obtain an export control license in any country. Such use includes without limitation training or use for weapons, whether biological, chemical, nuclear or otherwise and for any other military or nuclear devices.

#### **5. THIRD-PARTY SERVICES**

- 5.1. The Platform may contain links to, or otherwise may allow you to connect to and use, certain third party products, service or software under separate terms and conditions (collectively, “**Third-party Service**”). If you decide to access and use any Third-party Service, you acknowledge that your use of such Third-party Service is governed solely by the terms and conditions, acceptable use policy, privacy policy and any other similar policy or terms of such Third-party Service (including, but not limited to, a) the X Terms of Service located at [www.twitter.com/tos](http://www.twitter.com/tos), b) the YouTube Terms of Service located at [www.youtube.com/t/terms](http://www.youtube.com/t/terms), c) EventRegistry Terms of Service, located at <https://eventregistry.org/terms>, (d) Telegram API Terms of Service, located at <https://core.telegram.org/api/terms>) (collectively, “**Third-party Service Terms**”). We do not endorse, are not responsible or liable for, and make no representations with respect to such Third-party Service, its content or the manner in which such Third-party Service handles your data.



- 5.2. You acknowledge that we do not control the features and/or functionality of any Third-party Service and that such Third-party Service may change its features and functionality without any notice to us. We shall not be liable to you for any refunds or any damage or other loss arising from or in connection with any changes made by a Third-party Service or any resulting changes to the Platform.
- 5.3. The Platform may contain features that enable various Third-party Services to be directly integrated into the Accounts. To take advantage of these features, you will be required to register for or log into such Third-party Service on their respective website. By accessing/enabling a Third-party Service within the Services, you authorize us to pass your log-in information to the Third-party Service for this purpose.

## 6. (PERSONAL) DATA

- 6.1. In order for us to offer you the Platform and make your Account available to you, we must process your personal data. We process the personal data in the Platform as a controller as referred to in the European General Data Protection Regulation ("GDPR"). Please find more information about the processing of your personal data in our [Privacy Policy](#).
- 6.2. If interaction or engagement with the Client's social media pages or profiles is possible using the Platform (including, fans, followers, and other social media audience members) (each, a "Social Media User" and collectively "Social Media Users"), the Client is responsible for complying with the GDPR with respect to such Social Media Users. The Client is also responsible for complying with the GDPR with respect to your personal data, e.g. with respect to storage of your Account data for your use of the Platform, your annotations and labels, messages you post through the Platform, your social media log-in information (see section 5.3.). The foregoing includes without limitation establishing the lawfulness of processing under the GDPR and informing you as a data subject.
- 6.3. With respect to personal data included in content provided by Third-party Data Providers ("Third-party Content") these personal data are processed primarily to offer the Platform and its functionalities to our various clients. When you access and use such personal data, you do this for your own purposes (meaning: the Client's purposes). The Client is also responsible for complying with the GDPR with respect to these personal data. This includes (without limitation) informing the data subjects under the GDPR and only using the personal data for the purposes for which we process the personal data as set out in our privacy policy and/or purposes compatible with those purposes.
- 6.4. If you receive a request from a data subject with respect to personal data for which the Client is the controller, you must make this known to the Client without undue delay so that the Client can timely respond to the request.
- 6.5. You represent and warrant that you will not transmit, upload, collect, manage, or otherwise process any passwords, credit card or debit card information, personal financial account information, personal health information, social security numbers, passport numbers, driver's license numbers, employment records, physical or mental health condition or information, any information that would classify as prohibited or special categories of personal data under the GDPR, or any other information that would be subject to Health Insurance Portability and Accountability Act (HIPAA), the Payment Card Industry Data Security Standards (PCI DSS), or other laws, regulations, or industry standards designed to protect similar information ("Sensitive Information") through the Platform. You acknowledge and agree that we are not liable for any damages that may result from your use of the Platform in processing any Sensitive Information.
- 6.6. You may export a copy of selected data from the Platform ("Data Export") within the limitations of what is allowed by Third-Party Data Providers. Data Export may contain Confidential Information (as defined in



Section 8) and/or personal data. By initiating a Data Export, you acknowledge and agree that we are not responsible for, and shall have no liability related to, the security of the information contained in the Data Export or compliance with any applicable law or regulation.

- 6.7. Should you access personal data in the Platform from outside the European Economic Area (“EEA”), provided such access can be regarded as a transfer of personal data to a third country under the GDPR, you and the Client agree to be bound by the European Commission’s then current [Standard Contractual Clauses for transfers to outside the EEA](#) applicable to controller to controller transfers, taking into account that (a) optional clauses do not apply, (b) the governing law will be the laws of the Netherlands, (c) disputes shall be resolved before the courts of the Netherlands, (d) the information in this section with respect to the personal data being processed shall be deemed inserted in the relevant annexes to the Standard Contractual Clauses, (e) the Client is regarded as importer under the Standard Contractual Clauses and as such bound to them and its contact details are deemed inserted in Annex I of the Standard Contractual Clauses and (f) in the event that any provision of this clause contradicts, directly or indirectly, the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.
- 6.8. You acknowledge and agree that we may aggregate your Content and other data and information resulting from your use of the Platform in a manner that does not identify you, nor the Client (“**Statistical Usage Data**”). We may use the Statistical Usage Data for our own purposes, including without limitation in order to improve the Platform and our services, to improve other products and for customer service purposes, such without a duty of accounting to you.
- 6.9. If you and/or the Client has violated the GDPR, other applicable data protection and/or privacy legislation and/or this Section 6 (or we believe you and/or the Client have done so), you and the Client indemnify and hold us and our officers, employees, agents and assigns harmless from the costs, damages and other losses we suffer as a result of such violation.

## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. All intellectual property rights, including ‘sui generis’ database rights and the like related to the Platform including related to Statistical Usage Data (“**our intellectual property rights**”) remain ours or our licensors’. For the avoidance of doubt: the foregoing do not include Third-party Content included in the Platform.
- 7.2. You are granted a non-exclusive, revocable, non-transferable, non-sublicensable, limited right to use the Platform for the purposes and subject to the terms set out in these Terms of Service. We reserve all other rights. You are not allowed to grant or transfer the right granted to you to any other, or make copies – or parts of it – of the Platform, or to sell, exploit, transfer, lease, distribute, rent it or otherwise dispose of the Platform, or grant other any other any rights thereto without our prior written consent. You may not make changes to the Platform, except of course when you are adding Content or changing your profile information during your use of the Platform.
- 7.3. The intellectual property rights with respect to existing Content uploaded into the Platform shall remain vested in you and/or the Client. However, the intellectual property rights with respect to Content you create when using the Platform and which is not the Client’s confidential information shall vest in us. You hereby irrevocably and unconditionally assign such intellectual property rights, current and future, to us in their most complete form and agree to provide the assistance requested by us, including without limitation, signing further documents, in order to further formalize the above transfer. We in turn grant you a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, perpetual right to use Content for your and/or the Client’s own business purposes. Should the above assignment of intellectual property rights be invalid, you grant is an unlimited, royalty-free, transferable, sublicensable, worldwide, perpetual, shareable,



irrevocable right to use (in the broadest sense) the relevant Content as part of and in the context of the Platform as well as the irrevocable power of attorney to pursue any third party infringement on such intellectual property rights and the above license from us to you does not apply.

- 7.4. You also grant us a unlimited, royalty-free, transferable, sublicensable, worldwide, perpetual, shareable, irrevocable right to incorporate into the Platform or otherwise use any suggestions, recommendations or other feedback we receives from you.
- 7.5. You and the Client indemnify and hold us harmless from any costs, damages and other losses we suffer as a result of third-party claims stating that the Content infringes such third-party rights or is otherwise unlawful.
- 7.6. You may not reverse engineer the Platform or otherwise derive the source code of it. You may also not infringe our intellectual property rights in any other any manner, for example (but not limited thereto), by using the Platform as a brand for another product or service, or circumventing technical measures that we have implemented in the Platform to secure our rights. If you infringe our rights, this constitutes a non-compliance with these Terms of Service, for which we can hold you liable, block your Account and end the Agreement.
- 7.7. If a third party alleges that the Platform infringes its intellectual property rights, we may, at our discretion and without any liability, amend the use of the Platform whether in whole or in part to address such allegations.

## **8. CONFIDENTIALITY**

- 8.1. You agree to keep confidential non-public information related to our business, including related to the Platform, which a reasonable person would consider confidential or is marked confidential and the like ("**Confidential Information**"). Confidential Information includes, without limitation, quotations we have made and non-public information obtained from the Platform.
- 8.2. You shall be allowed to disclose our Confidential Information if this is required (i) to comply with applicable laws, taking into account that you shall inform us of the legal obligation and, if legally permitted, allow us to contest the disclosure or (ii) in relation to legal proceedings between you and us.

## **9. NOTICE AND TAKE DOWN**

- 9.1. We do not moderate Content that Users add to the Platform. However, we may, pursuant to applicable laws, be obliged to remove evidently unlawful Content.
- 9.2. If someone finds any Content to be unlawful, e.g. because it does not comply with applicable laws, with these Terms of Service and/or because it infringes their rights, they may request us to remove such Content. In the request, the requestor must identify themselves, indicate what Content they wish to be removed, explain why it is unlawful and provide the information required to support this and give us a reasonable term to remove the Content.
- 9.3. If we determine the Content is unequivocally unlawful, we shall remove it. If we determine the Content is not unequivocally unlawful, we shall inform the requestor thereof and indicate why.

## **10. WHEN CAN WE BLOCK YOUR ACCOUNT?**

- 10.1. We reserve the right to temporarily block or permanently remove your Account if:
  - a) We find that you are in violation of one or more provisions of these Terms of Service;



- b) The Client has not paid the subscription fee and/or has otherwise violated the terms of the Agreement and/or we are otherwise entitled to end the Agreement (e.g. in case of the Client's bankruptcy);
- c) The demonstration period for the potential Client has ended;
- d) We reasonably and in good faith believe that blocking the Account is necessary to prevent unauthorized use of the Platform, non-compliance with the Agreement and/or these Terms of Service and/or to prevent an ongoing violation of any applicable laws and/or regulations; in this case we will use our commercially reasonable efforts to notify you and the Client prior to blocking the Account and will only block the Account to the extent necessary to prevent such unauthorized use, non-compliance or violation;
- e) We are asked to do so by competent authorities, including competent courts;
- f) We have received a request as indicated above in Section 9 and we find the Content is unequivocally unlawful;
- g) You are an Administrator and no longer work for the Client.

Unless indicated otherwise above we may, but do not have to, warn you before we block your account.

- 10.2. After your Account has been blocked (and deleted), you can no longer use the Platform or your Account. After the Agreement has ended, for whatever reason, you shall no longer be entitled to use the Platform and we are entitled to block and delete your Account. We will however, provided the Client has paid all amounts due (if applicable), hand over a copy of the Content in a format determined by us within thirty (30) days after the end of the Agreement, and we shall have the right to remove the Content, information in the Accounts and Account settings after those thirty (30) days, and you will then not be able to recover your data or the Content (for the avoidance of doubt: this does not include Third-party Content or content stored/published on a Third-party Service).
- 10.3. We reserve the right to stop offering the Platform and to stop updating the Platform for our own reasons without being liable for any costs, damages or other losses. We endeavor to take into account a ninety (90) days' notice period. If we then close all Accounts, this means you can no longer use your Account.

## **11. LIABILITY**

- 11.1. To the extent permitted under applicable law, we, as well as the parties and persons we work with in relation to the Platform, limit our liability as set out below.
- 11.2. We make no representation or warranty of any kind whether express, implied (either in fact or by operation of law), or statutory, as to any matter whatsoever. We expressly disclaim all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement on our behalf and on behalf of our licensors. We do not warrant that the Third-party Content is accurate or complete or that it will always be available or that the servers that make the Platform available are free of viruses or other harmful components.
- 11.3. We disclaim all liability for any malfunctioning, impossibility of access, or poor use conditions of the Platform due to inappropriate equipment, disturbances related to internet service providers, to the saturation of the internet network or any other error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or



alteration of, user communications, use of reports, advice or other materials submitted by us to you and/or the Client, late delivery, problems related to Third-party Services, Third-party Data Providers or other third parties, problems related to the Platform or its use, loss of Content or other data, government measures and (other) circumstances not within our reasonable control.

- 11.4. Our liability is limited to compensation of direct damages, and to either the amount paid by our insurer, or, if our insurer does not pay out, an amount of EUR 250 (two hundred and fifty euro's). Direct damages are solely understood to mean the reasonable and evidenced costs for determining the damage and our liability. We cannot, without limitation, be held liable for any other types of damages, under any circumstances, on any ground whatsoever, including breach of contract, tort (including negligence), strict liability, or otherwise. Such damages include without limitation any indirect, consequential, incidental, special, exemplary, enhanced or punitive damages, loss of business revenue, loss of profit and/or revenue, loss of business operations, data, goodwill or reputation, loss of business information, damage caused by, or to other Users, damage as a result of death or injury that is caused by external circumstances such as floods, mudslides or other weather conditions, damage caused by us blocking your Account as set out in these Terms of Service, damage caused by incorrect links in the Platform, other types of damages other than direct damages, even if you or we have been advised of the possibility of such damages and regardless of whether such damages were foreseeable.
- 11.5. The foregoing limitations do not apply in case of the intent or gross negligence of our managing directors – who cannot however in any case be held personally liable.
- 11.6. In any event we can only be liable for damage after we have been served a written notice of default, immediately after the default, setting out the default in detail and allowing us a reasonable remedy term of at least four weeks to remedy the default, and if we have then not remedied the default within such term.
- 11.7. Any damage must be notified to us within two (2) months after having become aware of the damage. If a claim for compensation of damage has not been instituted against us within twelve (12) months after having becoming aware of the damage or after the moment the party suffering the damage should have reasonably become aware of the damage, the claim will expire.
- 11.8. Each provision of these Terms of Service that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks of the Agreement. This allocation is reflected in the pricing offered by us and is an essential element of the bargain between us and the Client. Each of those provisions is severable and independent of all other provisions of the Agreement. The limitations in this section 11 will apply notwithstanding the failure of essential purpose of any limited remedy.
- 11.9. You and the Client will defend us, and each of our respective officers, directors, employees, agents, successors and assigns from any actual or threatened third party claim arising out of or based upon (a) your violation of these Terms of Service or (b) your use of a Third-party Service outside the Platform, and indemnify and hold us harmless from all damages, fines, costs, and attorneys' fees with respect to such claim and all amounts that we agree to pay to any third party to settle any such claim.

## **12. CAN WE CHANGE THESE TERMS OF SERVICE?**





We may have to change these Terms of Service from time to time. If we do so, we will introduce the changed Terms of Service by making them available to you at log-in for your approval. If you do not agree with the changed terms, you can delete your Account.

### **13. WHAT ELSE?**

- 13.1. The legal relationship with you, including these Terms of Service and any ensuing conflicts are exclusively governed by the laws of the Netherlands.
- 13.2. The court in the area of our main establishment in the Netherlands has jurisdiction with regard to any conflicts between Users and us.
- 13.3. We are not bound by, and we specifically object to any term, condition, or other provision that is different from or in addition to the Agreement or these Terms of Service.
- 13.4. In case a provision of these Terms of Service is invalid in any way, this does not influence the other provisions of the Terms of Service. The invalid provision will be deemed replaced by a provision that is valid, in view of its original intent and purpose. We will update our Terms of Service as soon as possible.
- 13.5. If we do not enforce a certain provision of these Terms of Service, this does not mean we waive our rights to enforce such, or any other provision.
- 13.6. The provisions that are reasonably meant to survive the end of the Agreement, including without limitation the liability provisions, as well as any provisions that can be used to explain the meaning of the Agreement and/or these Terms of Service, will survive the termination of the Agreement.
- 13.7. The agreement with you is archived in the sense that we log your acceptance of these Terms of Service and the registration of your Account.
- 13.8. The agreement with you is concluded in English. If these Term of Service are translated, the English version always prevails.
- 13.9. Clients that are established outside the Netherlands, agree that articles 6:232 and 6:234 (jo. 6:230c) of the Dutch Civil Code apply.
- 13.10. You agree that article 6:227b paragraph 1 of the Dutch Civil Code does not apply and you waive any right you may have to dissolution or annulment under Article 6:227b paragraph 4 and / or paragraph 5 of the Dutch Civil Code as well as Article 6: 227c paragraph 2 and / or paragraph 5 Dutch Civil Code.