

Gebbruikersvoorwaarden Versie 2.2

Via B.V. (Chamber of Commerce number: 160 68 457), Rembrandterf 1, 5261 XS Vught, The Netherlands

These User Terms and Conditions are an inextricable part of the subscription between the user and VIA with the goal being to facilitate use of the VIA Software as well as possible and to agree usage in advance. These User Terms and Conditions contain, in addition to the description of the VIA Software to be supplied, the rights and the obligations of both VIA and the user.

Article 1 Definitions

1. VIA: the private company with limited liability VIA B.V., established in Vught, the Netherlands, having its principal place of business at Rembrandterf 1, 5261 XS Vught, the Netherlands. Registered at the Chamber Of Commerce under number: 160 68 457.
2. VIA Software: the applications (services) offered by VIA (or its commercial agent on behalf of VIA), including:
 - o A traffic Internet platform for government bodies, the police, consultancies and traffic organisations for the web-based registration, reporting, monitoring, detection and analysis of traffic data.
 - o An Internet hotline that has been specially developed to make it easy to access traffic data from citizens or professionals for traffic analysis and partnerships with reporting parties and to create partners.
 - o A programme to plan, monitor and evaluate goals, projects and resources.
 - o A programme to manage customer, software, training.
 - o A programme which customers can use to arrange matters such as purchasing data and registering for training courses, requesting details about the subscription and make proposals to amend it.
 - o Availability for the use of data models.
 - o The provision of supplementary applications so that data can be easily consulted or used (such as apps, widgets and web services).
3. Subscription: the agreement between the customer and VIA in which the access to and use of the VIA Software and applicable conditions (such as those relating to rate, the customer's subscription area, the user's work area and the floating licence) are laid down.
4. Customer: any legal entity/natural person that takes out and/or has taken out a subscription with VIA and/or is in discussions with VIA regarding the taking out of a subscription.
5. User: the party that acquires personal access to VIA Software pursuant to a subscription.
6. Login code: the personal, unique and non-transferable combination of numbers, letters and/or characters issued by VIA, which is linked to the user's name and email address, with which only the user in question can access the VIA Software.
7. Floating Licence: a dynamic allocation system whereby a user has a personal login code with which the VIA Software can be accessed. Each floating licence provides access to one active user.
8. User's work area: The territory described in the subscription.
9. Database: the digitally stored archive of data, structured with a view to flexible consultation and use. The VIA Software has numerous databases which can be consulted separately and/or in combination. As regards the VIA Software, in principle it only contains data about the user's work area.
10. Helpdesk: a telephone number and digital portal where a VIA user or the commercial agent can ask questions or report malfunctions, or obtain advice about using the VIA Software.
11. Partner: the legal entity/natural person that VIA collaborates with, for example with regard to collecting data, the development of VIA Software, the accessing of knowledge and/or the use of customer network.
12. Commercial agent: the legal entity/natural person that, pursuant to an agreement with VIA, is allowed to agree a subscription with the customer on behalf of VIA.

Article 2 Access

1. The VIA Software is accessed via www.via.software, or another Internet address issued by VIA, and by entering the login code on the site.
2. After the first visit to this Internet site the login code can be changed as desired into a personal combination of numbers and letters.
3. The login code is personal and may only be used by the user.
4. Prior to using the VIA Software the user must sign the User Terms and Conditions.
5. Access to VIA Software is granted on the basis of a fair use policy. This means the VIA policy of (temporarily) restricting user access to the Internet site in the event of excessive burden on the server (for example due to a deliberate overloading of the server via a software application). As regards legitimate and normal use, VIA provides an infrastructure which fully supports the burden of use caused by all other users.

Article 3 Inputting personal information

1. When accessing certain applications and/or databases the user has the option of entering information into the VIA Software. By doing so the user grants permission for this information to be processed in the VIA Software database. In the event of publication and copying of this information, the user will be asked to provide unequivocal and separate permission.
2. The user is fully responsible for the information entered. VIA or any commercial agent are not in any way responsible or liable for the content of information processed in the VIA Software, which has been entered by the user. The user indemnifies VIA and the commercial agent against all third-party claims relating to the information entered by the user and the processing thereof in the VIA Software.

Article 4 Submission of own image material

1. When accessing certain applications the user has the option of submitting image material to be processed in the VIA Software. By doing so the user grants permission for this information to be processed in the VIA Software database. In the event of publication and copying of this information, the user will be asked to provide unequivocal and separate permission.
2. VIA can impose additional technical requirements which the image material to be submitted must fulfil.
3. VIA is entitled to assess the quality of the image material submitted. If, in the opinion of VIA, the quality is unsatisfactory, VIA may reject the image material. The same applies if the image material is offensive, violates the privacy of third parties, or damages the good name of VIA in some other way.
4. The user is fully responsible for the image material submitted. VIA or any commercial agent are not in any way responsible or liable for the



content of the image material processed in the VIA Software, which has been submitted by the user.

5. The user guarantees that no third-party rights are violated by the submission of image material and its processing in the VIA Software. The user indemnifies VIA and the commercial agent against all third-party claims relating to the image material submitted by the user and the processing thereof in the VIA Software.

Article 5 Use of data

1. All intellectual property rights to all VIA Software made available pursuant to the subscription, including upgrades and supplements, and/or analyses, reports, designs, drawings, (data) models, formulas, software, documents and goods, developed or made available pursuant to the subscription, as well as related preparatory material, with the exception of the data analysed by the user itself, (collectively to be referred to as: 'the information') are vested exclusively in VIA or its licensors.
2. The VIA Software and the ideas behind it are and will remain the (intellectual) property of VIA. VIA is entitled to include ideas put forward by the user in the VIA Software without owing anything in return to the user and without the latter being able to derive any rights. VIA also reserves the right to use the knowledge which has increased through delivery of the VIA Software for other purposes, insofar as no confidential information is communicated to third parties while doing so.
3. VIA is and will remain the owner of the data models in the VIA Software. Unless otherwise agreed, the customer is and will remain the owner of the data entered into those data models of the customer and/or user. Upon termination of the subscription VIA will return that data to the customer at its request in ASCII after the customer has fulfilled all its obligations pursuant to said subscription. The customer must submit this request to VIA within 1 month after termination of the subscription, with failure to do so meaning that VIA can demand payment for making said data available and/or can refuse to make it available.
4. The user will only acquire non-exclusive, non-transferable rights of use and authorities which are explicitly allocated to it under the subscription.
5. Under the subscription the user is entitled to use the VIA Software data. This right of use is limited, however, to the VIA Software data which relates to the user's work area.
6. The user is entitled to publish the VIA Software data, whether in processed form or otherwise, for example by means of a website, a press release or an interview, provided a source reference is added.
7. The user is also entitled to process the VIA Software data in its own documents or publications and to copy these, provided a source reference is added.
8. Data which has been indicated as coming from a third party may only be used if a clear reference is made to these third parties, in an identical manner as for the VIA Software. VIA can limit this use by the user.
9. The user is not permitted to pass on data to third parties other than indicated in these User Terms and Conditions, in any form or for any application, unless determined otherwise in these User Terms and Conditions or in the subscription.
10. The use of data by consultancies commissioned by the user is, however, permitted but only for the purpose of the assignment in question. At the end of the assignment this use must be immediately terminated. The customer and the user guarantee vis-à-vis VIA and any commercial agent that these third parties act pursuant to these User Terms and Conditions.
11. Use of the data by other authorities operating in the user's work area is permitted, insofar as this use is limited and does not lead to a situation in which it is, in effect, no longer necessary or desirable for these other authorities to take out a subscription in the user's work area in question.
12. In the event that the data is used by consultancies or other authorities, as referred to respectively in paragraphs 10 and 11, the customer and the user are responsible for distributing the login codes to these consultancies or other authorities. On request VIA will provide the customer, periodically or otherwise, with an overview of the access to the VIA Software obtained by the user, consultancies and other authorities. This overview will indicate, among other things, the period of time that the VIA Software was accessed. The customer and the user declare their approval of this in advance.
13. VIA and any commercial agent are entitled to check, at any time, whether the customer and the user have complied with the above in this provision without permission from the customer and the user being required and to take legal measures as necessary. VIA is also entitled to assign the same right to the third parties as referred to in paragraph 8.
14. The customer and the user indemnify VIA, the commercial agent and the third parties referred to in paragraph 8 against all third-party claims which are the consequence of publication of the VIA Software data, as referred to in paragraph 6.
15. The customer and the user indemnify VIA, the commercial agent and the third parties referred to in paragraph 8 against all third-party claims which are the consequence of processing the VIA Software data in their own documents or publications and the copying thereof, as referred to in paragraph 7.

Article 6 Service level

1. VIA will keep the VIA Software data up-to-date wherever possible, insofar as it is capable of doing so. Account should also be taken of the fact that some of the information processed in the VIA Software comes from third parties.
2. The VIA helpdesk can be contacted by users on working days in the Netherlands between 8.30 a.m. and 5.00 p.m. via telephone number +31 73 657 9115 and digitally via a form in the software or via info@via.nl. VIA is not set up to provide 24 our services seven days a week. If the helpdesk service is provided by the commercial agent, the data on accessibility will be available on www.via.software and on the commercial agent's website. The response time is within 4 office hours for all three forms of contact referred to.
3. The VIA Software is fully web-based and works using Software as a Service (SaaS) technology which means that the user only needs a computer and a standard Internet browser to gain access to the VIA Software. In principle, the user does not need to install or purchase any special hardware or software. In order to access the VIA Software, the user has to have adequate Internet access.
4. VIA will continuously carry out technical maintenance of the VIA Software and, where necessary, adapt it to the latest technical developments. This will not cause any hindrance for the user, nor restrict availability. If, in an exceptional circumstance and only in the case of VIA Statistics, there is a chance that the user will be hindered by the maintenance, this maintenance will take place outside office hours during periods of low usage. In that case the user will be automatically logged out.
5. This will not cause any hindrance for the user, nor restrict availability. If, in an exceptional circumstance and only in the case of VIA Statistics, there is a chance that the user will be hindered by the maintenance, this maintenance will take place outside office hours during periods of low usage. In that case the user will be automatically logged out.
6. VIA has subcontracted the web hosting of the VIA Software to IS (Internetservices) in Amsterdam, on the basis of the Dedicated Hosting SLA. VIA is liable for any actions or omissions by IS and defects to the web hosting in question.



7. VIA will do its utmost to keep the VIA Software continuously accessible at an acceptable level of quality. In accordance with the SLA with IS, the VIA Software offers the following availability:
 - a. Service Window: 24x7
 - b. Response time during office hours: 1 uur
 - c. Response time outside office hours: 4 uur
 - d. Availability: 98%
8. Any liability of VIA and any commercial agent for interruptions in access to the VIA Software, or for defective access to the VIA Software, is excluded insofar as caused by the third parties.

Article 7 Blocking access

1. VIA can block user access to the VIA Software if it transpires that the user has contravened the User Terms and Conditions, in the event that the user misuses the VIA Software, or if the user has caused damage to the VIA Software or any commercial agent, or threatens to do so.
2. This blocking can take place without any prior notification or statement of reasons. In the event of blocking, neither VIA nor any commercial agent will be obliged to pay compensation.

Article 8 Privacy

1. The user guarantees that all statutory regulations concerning the processing of personal data will be observed and that all the prescribed registrations have been made and all permissions acquired with regard to processing personal details. The user will issue all relevant information to VIA at the first request.
2. The user indemnifies VIA against all third-party claims which might be brought vis-à-vis VIA due to violation of the statutory regulations concerning the processing of personal data by the customer and/or the users that obtain access to the VIA Software pursuant to the subscription.
3. With regard to any violation of third-party rights, VIA does not have any obligations other than those referred to in the first paragraph.

Article 9 Liability

1. The total liability of VIA and any commercial agent due to an attributable failure in the fulfilment of the obligations under the subscription or on other grounds, is limited to payment of the material direct damage. This liability is also limited to no more than the amount invoiced for the subscription in question. This amount excludes VAT and any levies which can be imposed by a foreign government.
2. VIA or any commercial agent are not liable for indirect damage and consequential loss, such as missed savings, damage due to operational delays and damage as a consequence of claims against the customer and/or the user.
3. VIA or any commercial agent are not liable for deformation, destruction or loss of data or documents.
4. Any entitlement to compensation lapses if the damage is not reported in writing to VIA and any commercial agent as quickly as possible but by no later than within 8 working days in the Netherlands after the damage has occurred.
5. A claim against VIA or any commercial agent for compensation or otherwise will lapse twenty-four months after it has been lodged.

Article 10 Force majeure

1. Neither VIA, nor the commercial agent, nor the customer, nor the user are obliged to fulfil any obligation referred to in the subscription or in the User Terms and Conditions if it is unable to do so as a consequence of force majeure.
2. In this context force majeure means, among other things:
 - a. Force majeure in relation to VIA suppliers, including RWS, Politie, SPV, SEPS, TomTom, HERE and IS;
 - b. The inadequate fulfilment of subscription obligations and licences by third parties, if those subscription obligations and licences have been imposed on the user in these User Terms and Conditions.
 - c. Government measures;
 - d. Power cuts, and Internet and telephone network malfunctions;
 - e. War and natural disasters;
 - f. Occupations and strikes.
3. If a situation of force majeure lasts longer than ninety days, both VIA and the customer will be entitled to dissolve the subscription in writing. The part of the subscription period that has already passed will then be settled proportionally, without the parties owing each other anything.

Article 11 Special conditions

1. The customer and/or the user are not permitted to publicise results from the database with regard to which they are not the road operator or do not have permission from the road operator.
2. When taking out the subscription the user also agrees to the conditions of HERE included below which should also be regarded as third-party clauses for the benefit of HERE.
 - a. The user is not permitted to extract and/or export data from the Traffic Analytics or part of the data from the VIA Software in any form whatsoever (view only).
 - b. The user is only permitted to distribute the HERE Speed Data Reports within the licensed working area of VIA Software Speeds and only to public organizations, for example to aldermen. The user is not permitted to use the HERE Speed Data Report for consumer facing and public purposes such as a public website.
3. By entering into the Subscription, the user also agrees to the terms and conditions of SEPS included below, which must also be considered as third-party clauses in favor of SEPS.
 - a. The user is not permitted to retrieve source data from MobielSchadeMelden.nl or part of the source data from the VIA Software and/or to export in any form whatsoever.
 - b. The user is allowed to use the data from MobielSchadeMelden.nl or derivatives for the express condition that they are exclusively used in the context of making traffic safety transparent via the VIA Software platform and the other VIA traffic safety applications.
4. In the case of Belgian users of the VIA Software in conjunction with traffic accidents, VIA cannot offer any support as regards creating an export file from the so-called ISLP, given that VIA is not permitted to access the so-called Hilde network and therefore has no access to the ISLP.



Article 12 Applicable law and disputes

1. These User Terms and Conditions are subject to Dutch law. The applicability of the Vienna Sales Convention (CISG), if applicable, is expressly excluded.

