Terms of Service

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1. Scope and applicability

1.1 These terms of service apply to every quotation issued by Innius B.V. (“we”, “us” or “our”) and every agreement relating to the innius® platform, its apps and the associated services. They also apply to trial subscriptions.

1.2 We provide our services exclusively to business customers (“you”). We do not enter into agreements with consumers.

1.3 Your own general terms and conditions, including purchasing terms and conditions, do not apply. We expressly reject them.

1.4 If documents conflict, the following order of precedence applies:
a. the agreement;
b. the data processing agreement in Appendix A, in relation to personal data;
c. these terms of service.

1.5 Anyone accepting these terms on your behalf must be authorised to bind you.

1.6 You accept these terms by entering into an agreement with us, accepting these terms or using the Service.

2. Definitions

- Service: the innius® platform, its apps and the other services specified in the agreement.
- User: a person to whom you grant access to the Service.
- Data: information that you or your Users enter, collect, transmit or store through the Service, such as machine and process data.
- Agreement: the quotation you have accepted, the order confirmation, the subscription and any other written arrangements between you and us.
- In writing: on paper or by email.

3. Use of the Service

3.1 For as long as the agreement remains in force and you comply with your obligations, you may use the Service for your own business. This right is non-exclusive and non-transferable. Use is limited to the machines, Users, features and data usage specified in the agreement.

3.2 Each User receives an individual login and must not share their login details with anyone. You are responsible for your accounts and for everything that happens through those accounts.

3.3 You must ensure that your Users comply with these terms. You must also ensure that your use of the Service and your Data comply with the law and with your agreements with third parties.

3.4 You and your Users must not:
a. resell the Service or make it available to others;
b. circumvent security measures or attempt to gain unauthorised access;
c. disrupt its operation or distribute malicious software;
d. infringe the rights of others;
e. copy or modify the software, or examine it through reverse engineering.

3.5 The Service is not intended for safety-critical applications. One example is the safety or emergency stop function of a machine, where a failure could result in injury, major damage or danger. You must not use the Service for such applications.

3.6 The Service provides information and insights. You remain responsible for your decisions, safety measures and process settings, and for assessing the results.

3.7 The agreement may set a limit on the volume and frequency of Data. If your data usage exceeds that limit by more than 30% for longer than one month, we will consult with you. If we cannot reach agreement, we may restrict usage or charge the additional costs at our then-current rates.

4. Availability and support

4.1 We use reasonable efforts to keep the Service functioning properly and available. The Service depends on the internet and on hardware, software and cloud services provided by third parties. We therefore do not guarantee that the Service will operate without interruption or errors at all times. An availability percentage applies only if specified in the agreement.

4.2 We carry out maintenance and updates. Where possible, we will notify you of scheduled maintenance in advance. The current status is available at https://innius.statuspage.io/uptime.

4.3 We continue to develop the Service and may modify its features. If a material feature that you use is discontinued, we will notify you in advance.

4.4 Support is available on working days from 08:00 to 17:00 (Netherlands time), unless the agreement states otherwise. Please report faults and questions through our support portal where possible.

4.5 You are responsible for providing internet access, network facilities, equipment and access rights on your side. These must meet the technical requirements we provide.

4.6 Hardware, software and services provided by third parties are subject to the relevant supplier's warranty and terms and conditions. We will help you report and follow up on an issue with that supplier.

4.7 Hardware supplied by us will be delivered to the address specified in the agreement. The risk passes to you upon delivery.

4.8 Please inspect the hardware upon delivery. You must notify us in writing of any visible defects within 8 days of delivery.

4.9 Title to hardware sold by us remains with us until you have paid all amounts owed to us in respect of that hardware. Until then, you may not sell or pledge the hardware or allow others to use it.

4.10 Hardware that we make available to you but do not sell remains our property. You must return that hardware to us within 30 days after the agreement ends.

5. Suspension of access

5.1 We may temporarily restrict or suspend access:

a. for maintenance or security reasons;

b. to prevent damage or in the event of force majeure;

c. if you materially breach these terms;

d. if you fail to pay on time (clause 6.5).

5.2 Where reasonably possible, we will notify you before suspending access. We may intervene immediately in the event of an acute security threat or misuse.

5.3 If we suspend access because of your breach, subscription fees remain payable.

6. Fees and payment

6.1 Prices are set out in the agreement. They are in euros and exclude VAT and other taxes or levies.

6.2 Subscription fees are invoiced monthly in advance, unless agreed otherwise. We invoice other work in accordance with the agreement.

6.3 You must pay within 14 days of the invoice date. You may not set off or suspend any payment.

6.4 If you dispute an invoice, you must notify us in writing within 10 days of the invoice date, stating your reasons. If you fail to do so, the invoice will be deemed accepted. You must pay any undisputed amount on time.

6.5 If you fail to pay on time, statutory commercial interest will be due without any reminder being required. You will also owe collection costs of 15% of the outstanding amount, with a minimum of €150. If you still fail to pay after a written reminder allowing 10 days for payment, we may suspend the Service.

6.6 We may increase subscription fees annually on 1 January by the increase in the Consumer Price Index (all households) published by Statistics Netherlands (CBS), measured from October to October. You may not terminate the agreement as a result of such an increase. Any other price change applies only if provided for in the agreement or if you agree to it.

7. Intellectual property

7.1 All intellectual property rights in the Service, the software, the documentation and the design remain with us or our licensors. You receive only the right of use described in clause 3.

7.2 We may use your ideas, suggestions and feedback free of charge to improve the Service.

7.3 We will use your name, brand or logo only with your written permission.

7.4 Additional licence terms may apply to third-party components. We will inform you of these.

8. Data

8.1 All rights in the Data remain with you.

8.2 We use the Data only to provide, secure, maintain and support the Service. For these purposes, we may host, copy, transmit and process the Data, and engage carefully selected service providers.

8.3 We may use Data for analysis, statistics and improvement of the Service only if the Data have been permanently anonymised and can no longer be traced back to you or to individuals.

8.4 We take appropriate technical and organisational measures to secure the Data. We will provide our Security Whitepaper upon request.

8.5 We always retain the Data from the most recent 36 months and automatically delete older Data. If you wish to retain Data for longer, you must make arrangements with us in advance or export the Data yourself.

8.6 You can view and export your Data through the Service during the term of the agreement.

9. Confidentiality and privacy

9.1 Both parties must keep the other party's confidential information secret. The Data are always confidential. Other information is confidential if it is marked as such or if the receiving party should reasonably understand that it is confidential.

9.2 The receiving party may use confidential information only for the purposes of the agreement. It may disclose such information only to employees and engaged third parties who need to know it and are bound by confidentiality obligations, or where disclosure is required by law or a court.

9.3 Information is not confidential if it is public through no fault of the receiving party, was already lawfully held by the receiving party, or was independently developed by that party.

9.4 The confidentiality obligation continues after the agreement ends.

9.5 If we process personal data on your behalf, you are the data controller and we are the data processor. The data processing agreement in Appendix A applies to that processing.

9.6 Our privacy and cookie statement at www.innius.com applies to personal data that we process for our own purposes, such as contact details.

10. Liability

10.1 We provide the Service with the level of care that may be expected of a professional service provider.

10.2 We are not liable for indirect loss or damage, such as consequential loss, loss of profit or revenue, lost savings or business interruption.

10.3 If Data are lost, we will restore the Data from the most recent backup. We accept no further liability for data loss.

10.4 Our total liability is limited to the subscription fees you paid to us in the 12 months preceding the event that caused the loss or damage. Related events are treated as a single event.

10.5 The limitations in this clause do not apply in cases of wilful misconduct or deliberate recklessness on the part of our management, or where a limitation is not permitted by law.

10.6 You must notify us of any loss or damage in writing as soon as possible and give us the opportunity to investigate its cause and limit its consequences. Your right to compensation expires if you do not notify us in writing within 12 months after discovering the loss or damage. It also expires if you do not commence legal proceedings within 12 months after giving notice.

10.7 You indemnify us against claims by third parties arising from your Data, use in breach of these terms or the law, or use for a safety-critical application.

11. Term and termination

11.1 The term and notice period are set out in the agreement. If nothing is specified, the subscription will renew for the same period after expiry, and you may terminate it by giving notice no later than one month before the end of the current period.

11.2 You must terminate the agreement in writing.

11.3 A trial subscription ends automatically after 30 days, unless agreed otherwise.

11.4 If either party fails to perform a material obligation, the other party must give written notice of default, allowing a reasonable period to remedy the breach. If the breach is not remedied within that period, the other party may terminate the agreement.

11.5 Either party may terminate the agreement with immediate effect if the other party is declared bankrupt, is granted or applies for a suspension of payments, or ceases its business.

11.6 Upon termination, amounts already due remain payable. Amounts already paid will not be refunded, unless required by law or agreed otherwise in writing. Termination does not affect services already provided.

11.7 You may request an export of your Data in writing up to 60 days after the agreement ends. We will provide it free of charge in a commonly used, machine-readable format. We will charge for additional assistance with migration as agreed. After 60 days, we may delete the Data, unless we are legally required to retain it.

12. Miscellaneous

12.1 A party is not required to perform an obligation for as long as it is prevented from doing so by force majeure. Force majeure means a circumstance beyond that party’s control, such as an outage at an internet or cloud service provider, power failure, cyberattack, government measure or fire. The parties will inform each other as soon as possible. If the force majeure event continues for more than 60 days, either party may terminate the agreement in writing.

12.2 We may engage third parties to perform our obligations. We remain responsible for our own obligations.

12.3 You may transfer the agreement only with our written consent. We may transfer the agreement to a group company or legal successor, provided this does not materially diminish your rights.

12.4 If any provision is invalid, the remaining provisions will remain in force. The parties will replace the invalid provision with a valid provision that comes as close as possible to its intended purpose.

12.5 The agreement and these terms replace all previous arrangements concerning the same subject matter. An amendment to the agreement is valid only if agreed by the parties in writing.

12.6 We may amend these terms. We will notify you of any material amendment at least 30 days in advance. If an amendment is detrimental to you and is not required by law or for security reasons, you may terminate the agreement with effect from the date on which the amendment takes effect.

12.7 We also make these terms available in Dutch. In the event of any discrepancy between the texts, the Dutch text will prevail.

13. Governing law and disputes

13.1 The agreement and these terms are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

13.2 The parties will first attempt to resolve any dispute between them amicably. If they are unable to do so, the District Court of Gelderland will have jurisdiction, unless the law designates another court. We may also seek interim relief from any court with jurisdiction.

13.3 The party that is largely unsuccessful in legal proceedings must reimburse the other party’s reasonable legal costs.

Appendix A – Data Processing Agreement

A1. This appendix applies where we process personal data on your behalf. You are the data controller and we are the data processor within the meaning of the GDPR.

A2. We process the personal data of Users that are necessary for the Service, such as name, email address and, for the app, telephone number. We do so only to provide the Service and for as long as the agreement remains in force.

A3. We process personal data only on your written instructions, unless the law requires us to do otherwise. In that case, we will inform you in advance, where the law permits. If we believe an instruction infringes the GDPR, we will inform you immediately.

A4. We take appropriate security measures. Our employees who have access to personal data are bound by confidentiality obligations.

A5. We assist you with requests from data subjects and with your obligations under Articles 32 to 36 GDPR: security, personal data breaches, data protection impact assessments (DPIAs) and prior consultation. We charge our usual rates for assistance that goes beyond what is reasonable.

A6. We will notify you of a personal data breach within 48 hours after discovering it, together with the information you need to notify the Dutch Data Protection Authority (Autoriteit Persoonsgegevens).

A7. You give us general authorisation to engage sub-processors. We will provide the current list upon request. We will notify you of a new sub-processor at least 30 days in advance. You may object on reasonable grounds. We impose the same obligations as those in this appendix on our sub-processors and remain responsible to you for them.

A8. We will process personal data outside the European Economic Area only where permitted under Chapter V GDPR and after informing you in advance.

A9. We will provide you with the information necessary to demonstrate compliance with this appendix. We will cooperate with a reasonable audit. The parties will agree in advance on its scope, timing and costs.

A10. After the Service ends, we will delete or return the personal data, at your discretion, unless the law requires us to retain them. Copies in backups will be deleted in accordance with our standard backup procedure.

A11. You are responsible for ensuring that you provide personal data to us lawfully and inform the data subjects. You must not provide more personal data than necessary.