

## Terms of Service – CauseThink

Publication date: July 1<sup>st</sup>, 2023

Effective date: July 1<sup>st</sup>, 2023

These are the terms of service applicable to all users of CauseThink (“**Service**”).

This CauseThink Terms of Service (“**Agreement**”) is entered into by and between CoThink Academy b.v. (“**Cause-Think**”) and the registered user (“**Customer**” or “**you**”). If you are accessing or using the Service on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to “you” reference your company.

Cause-Think may modify this Agreement from time to time as permitted in Section 19 (Modifications to Agreement). **By indicating your acceptance of this Agreement or accessing or using the Service, you are agreeing to be bound by the terms and conditions of this Agreement. Each party expressly agrees that this Agreement is legally binding upon it.**

### 1. Overview

The CauseThink service is an online tool that helps users through effective problem solving & RCA processes and methods. The service is used to capture and visualize data as entered by the user. Customer maintains sole control over the types and content of data it submits to the Service.

### 2. The Service

#### 2.1 Permitted Use

During the Subscription Term, Customer may access and use the Service only for its intended purpose and this in accordance with this Agreement.

#### 2.2 Users

Only Users may access or use the Service. Each User must keep its login credentials confidential and not share them with anyone else. Customer is responsible for its Users’ compliance with this Agreement and actions taken through their accounts. Customer will promptly notify Cause-Think if it becomes aware of any compromise of its User login credentials. Cause-Think uses User account information as described in its Privacy and Data protection policy.

#### 2.3 Registration Using Corporate Email

If you created an account using an email address belonging to your employer or other entity, you represent and warrant that you have authority to create an account on behalf of such entity and further acknowledge that Cause-Think may share your email address with and control of your account may be taken over by such entity (as the “Customer”). Upon such takeover, the Customer may decide to have the account disabled or the data transferred to another account within Customers domain.

#### 2.4 Restrictions

Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell or sublicense the Service to a third party, (b) use the Service to develop a similar or competing product or service, (c) scrape, data mine, reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to or unauthorized data from the Service (d) transmit any viruses or other harmful materials to the Service, (e) allow Users to share User licenses,

(f) engage in any fraudulent, misleading, illegal or unethical activities related to the Service or (g) use the Service to store or transmit material which contains illegal content.

### **3. Support & availability**

#### **3.1 Support**

During the Subscription Term, Cause-Think will provide Support via email ([support@cause-think.com](mailto:support@cause-think.com)) during European (CET) business hours (9:00 – 17:00). Cause-Think will respond within 8 business hours.

#### **3.2 Availability**

In principle the service will be available on a continuous basis via the Internet with the exception of scheduled downtime for maintenance. In case of an unforeseen outage in the service, Cause-Think commits to restore the service as soon as possible within reasonable endeavour. Service restoration (incident management) is limited to European business hours (9:00 – 17:00).

### **4. Customer Content**

#### **4.1 Data Use**

When you use CauseThink app, you enter data into the service. This does not give anyone else, including Cause-Think the right to this data. CauseThink nor its suppliers have the right to access or use any of the data that is entered into the service by you, except when this is necessary to provide technical support. In these cases, your permission to access the data will be required beforehand.

#### **4.2 Security**

CauseThink uses Microsoft Azure's technical and organizational measures designed to protect the Service and Customer Content.

#### **4.3 Personal Data**

Each party agrees to comply with the GDPR as outlined in CauseThink Privacy and Data protection policy.

#### **4.4 Data Removal**

2 months after the Customer's Subscription is terminated all related (user & content) data will be removed from the service. Customer's may request a full data removal at any time in combination with service termination. In this case the Customer is considered to be the entity that paid for the subscription.

### **5. Customer Obligations**

#### **5.1 Generally**

Customer is responsible for its Customer Content, including its content and accuracy, and agrees to comply with Laws in using the Service. Customer represents and warrants that it has made all disclosures and has all rights, consents, and permissions necessary to use its Customer Content with the Service.

## **5.2 Conclusions and outcome of CauseThink usage.**

Customer is responsible for the correct use of the process and methods that are embedded in the service. Any conclusions, including but not limited to: found causes, priorities, actions, measures and their consequences remain sole responsibility of the Customer.

## **5.2 Prohibited Uses**

In addition to this terms of service agreement, customer is responsible to use the service in compliance with applicable law(s) or company policy.

## **6. Suspension of Service**

Cause-Think may suspend Customer's or a User's access to and use of the Service and related services if Customer breaches any of the terms of service outlined in this document. Where practicable, Cause-Think will use reasonable efforts to provide Customer with prior notice of the suspension. Once Customer resolves the issue requiring suspension, Cause-Think will restore Customer's or User's access to the Service in accordance with this Agreement.

## **7. Commercial Terms**

### **7.1 Subscription Term**

Unless otherwise specified in the applicable Order, each paid Subscription Term is valid for successive 12-month periods. The service will provide notice of the approaching end of subscription 1 month prior to the current Subscription Term ends. **The Subscription is not automatically renewed.**

## **8. Disclaimers**

### **8.1 Disclaimers**

Cause-Think does not warrant that Customer's use of the Service will be uninterrupted or error-free. Cause-Think is not liable for unavailability of the service (see chapter 3.2)

Cause-Think is not liable for delays, failures or problems inherent in use of the Internet and electronic communications or other systems outside Cause-Think's control.

### **8.2 Force Majeure**

Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license or natural disaster.

## **9. Term and Termination**

### **9.1 Term**

This Agreement starts the moment that a customer creates an account and continues until 30 days after expiration or termination of all Subscription Terms.

## **9.2 Termination for Cause**

Either party may terminate this Agreement if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

## **9.3 Effect of Termination**

Upon expiration or termination of this Agreement, Customer's access to the Service will cease. At the disclosing party's request upon expiration or termination of this Agreement, Cause-Think will delete all of the Users's Information (see chapter. 4.4).

## **10. Modifications to Agreement**

Cause-Think may modify this Agreement (which may include changes to Service pricing and plans) from time to time by giving notice to Customer by email or through the Service. Customer may be required to click to accept or otherwise agree to the modified Agreement in order to continue using the Service, and, in any event, continued use of the Service after the updated version of this Agreement goes into.

## **11. Subcontractors**

Cause-Think may use subcontractors and permit them to exercise Cause-Think's rights, but Cause-Think remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

## **12. Applicable Law**

All Agreements and Assignments between Cause-Think and the Customer are governed by Dutch law.

All disputes relating to the Agreements between the Cause-Think and the Customer will be settled by the competent court in the district where Cause-Think has its registered office.