



Conditions of Use

v1.02

Version changes

V1.02: Updated, see [this link](#) for an overview of all changes

All ZooEasy legal documents are only available in Dutch and English.

Section 1: Definitions

In this Agreement, the conditions indicated below with an initial capital letter shall have the following meanings (written in both singular and plural):

1. GDPR: the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
2. Contracting party: the person or organization that has entered an Agreement with ZooEasy so that the User can use the Service.
3. Data: the data entered by a User via the Service.
4. Service: the, whether or not for payment, making available and maintenance of the Software on the Server by ZooEasy on behalf of the User.
5. Documentation: the user-directed manuals for the purpose of using the Software.
6. Shortcoming: a demonstrable shortcoming in the Software with regard to the characteristics therefore agreed upon in the Specifications.
7. User: the person who actually uses the Service.
8. Conditions of Use: these present Conditions of Use for Software.
9. Intellectual property rights: all rights of intellectual property and rights related therewith such as copyright, trade mark right, patent right, design right, trade name right, database right and neighboring rights as well as rights on know-how and to performances on a par with patentable inventions.
10. Custom-made Software: software developed by order of the Contracting party.
11. Agreement: the agreement between ZooEasy and the Contracting party with regard to the Service, including the general conditions applicable thereto and/or any other conditions, stipulation or expression declared applicable to the legal relationship between ZooEasy and the Contracting party in accordance with the general conditions.
12. Privacy regulations: the regulations of ZooEasy, in which ZooEasy informs the User (among other things) which personal data is processed, for which purpose this processing takes place and how long the personal data is stored.
13. Software: the ZooEasy Online software, including new versions and Custom-made Software.
14. Server: a computer managed by or on behalf of ZooEasy with on it the web-server software that is accessible from the internet.



15. Specifications: the functionality and operation of the Software or Custom-made Software described in the Agreement.
16. Processing Terms: the terms regulating the rights and obligations with respect to the processing of personal data, as referred to in Section 28 paragraph 3 of the GDPR.
17. Website: the website under the domain name www.zooeasyonline.com and any associated subdomain names.
18. ZooEasy: the firm Reudink Software BV, KvK number 68800665.

Section 2: Applicability

1. The Conditions apply to any use of the Website, Software and Service by the User.
2. The applicability of any (general) terms and conditions applied by the User is ruled out.

Section 3: Service(provision)

1. ZooEasy grants the User access to the Software throughout the duration of the Agreement. For this purpose, ZooEasy will provide the Contracting party with the URL of the Server, as well as a username and password, with which the Software can be used by the User.
2. When the User has complaints/comments about (the presentation method of) the Service, the User should inform the Contracting party about this, who can then contact ZooEasy. ZooEasy is in no way responsible for the fact that the Contracting party does not inform ZooEasy of such complaints and/or remarks.
3. No (legal) retention obligation rests on ZooEasy for the Data. Upon termination of the User's right of use, ZooEasy is authorized to remove and destroy the Data of the User from the Server without prior notice.
4. All activities to be carried out by ZooEasy (including but not limited to the Service) are carried out on the basis of an obligation to perform to the best of one's ability, unless and as far as ZooEasy has explicitly promised a result in writing and the result concerned is also described with sufficient definiteness. Any agreements about the service level are always only explicitly agreed upon in writing.

Section 4: Conditions for use of the Service

1. ZooEasy grants the User the non-exclusive, revocable and non-transferable right to use the Software and the Documentation in accordance with the Agreement and the Conditions, as far as necessary in order to make use of the Service, for the duration of the Agreement and only for the purpose of internal management. The Software and the Documentation may otherwise be used only within the Specifications and in the form ("as is") in which they are made available to the User, unless otherwise agreed in writing.
2. Unless provided for by mandatory law or permitted in the Agreement, the User may not use the Software made available, including the Documentation, as a basis for the creation of new software, duplicate, decompile, reverse engineer, translate, adapt or perform any acts similar to the foregoing. Furthermore, it is not permitted to remove or bypass security features or technical (usage) limitations of Software.



3. Users determine which information is stored, edited, processed or otherwise entered and/or exchanged using the Service. ZooEasy only acquires knowledge of that information as far as necessary to fulfill its legal obligations. The User is responsible for ensuring that that information is legitimate and does not violate the rights of third parties. ZooEasy does not accept any liability for the information entered and/or exchanged using the Service. The User indemnifies ZooEasy from claims of third parties that are based on the proposition that the information entered and/or exchanged by Users using the Service is unlawful.
4. Should ZooEasy suspect or have knowledge that information entered and/or exchanged by a User with the use of the Service is unlawful, ZooEasy will act promptly to remove that information or make access to it impossible. As of now and in that case, the User grants ZooEasy permission to remove and destroy all violating data from the Server. In no case will ZooEasy be liable for damages resulting from that action.
5. The User must keep the username and password provided by the Contracting party and/or ZooEasy secret. The username and password are not transferable, subject to written permission from ZooEasy. ZooEasy is not liable for abuse of the username and password. As soon as the User knows or has reason to suspect that usernames and passwords have fallen into the hands of unauthorized persons, the User has to inform ZooEasy of this, without prejudice to the own obligation of the User to immediately take effective measures him/herself. ZooEasy is authorized to block the username and password at all times if she seriously suspects that these are used in violation of the Conditions of Use.
6. ZooEasy can change the username and password according to own insight after which she will inform the User of this as soon as possible.
7. The User is not entitled to independently correct errors in the software of the Service, make adjustments to it, transfer it to other equipment, link it with other equipment and software, independently extend its functionality, change parameters or remove protections from software, at least insofar as this relates to the Service, the Software, the Server and/or the Website.

Section 5: Prohibited acts

1. When using the Service, the User in any case guarantees to observe the following regulations, as far as relevant:
 - a. The User will not carry out actions by which disturbances in the Service, (computer) networks or (telecommunication) infrastructures (of other Users) are caused or with regard to these are caused nuisance, limited use or unforeseen use (for other Users). If the electronic communication traffic experiences hindrance from the use of the Service or from connected (peripheral) equipment of the User, the User is obliged to follow the reasonable instructions given by ZooEasy;
 - b. The User will not carry out or refrain from actions which he knows or reasonably should have known would lead to a use of the Service that is punishable or unlawful towards ZooEasy and/or third parties.



- c. The User is responsible for ensuring that the hardware and software used by him meet the minimum system requirements prescribed by ZooEasy;
 - d. The User will take care to protect his (peripheral) equipment, software, telecommunications infrastructure and Internet connection against viruses, computer crime and unlawful use by third parties;
 - e. The User will not spread any (computer) viruses or other files that may damage the (proper functioning of the) Service;
 - f. The User shall not misuse usernames and/or passwords or breach and/or attempt to breach the security of the Service;
 - g. The User will not send unsolicited large quantities of messages with the same or similar content (spam);
 - h. The User will not (misleadingly) impersonate another person, for example by using an address, by which he makes himself known as the sender of a certain message from a third party without his consent;
 - i. The User shall not publish or distribute any racist or discriminatory material and/or (child) pornography. Distribution also means posting on or distributing through the infrastructure of the Service;
 - j. The User shall not intentionally and without permission intrude into any computer system or part thereof (hacking) against the will of the owner or administrator;
 - k. The User is not permitted to publish, reproduce or apply information and data received from ZooEasy as part of the Service other than for use in his internal business operations. The sharing of the information and data with other companies, organizations or individuals is not permitted.
2. If the User does not comply with the prescription mentioned in the previous paragraph under a, ZooEasy has the right to suspend (a presentation of) the Service to this User in accordance with section 7.2.
3. If the User does not comply with the regulations stated in the previous paragraph under b through k, ZooEasy has the right to terminate the right of use of this User in accordance with section 12.2.

Section 6: Availability and Maintenance

1. ZooEasy has the right to modify the Software from time to time in order to improve the functionality, to remove unnecessary or unsupported links and/or functionalities, to repair Shortcomings or to comply with rules set by or under the law. ZooEasy will make an effort to resolve any Defects in the Software, but cannot guarantee that all Defects will be repaired. Because the Service is provided to multiple Users, it is not possible to dispense with a certain modification only for the User. The Documentation of the current version of the Software will always be available to the User on the Server in electronic form.
2. ZooEasy maintains the right to temporarily put (a part of) the Service (planned and unplanned) out of use for the purpose of maintenance, adaptation, improvement or security of the computer systems of ZooEasy. ZooEasy will inform the User of the planned closedown well in advance through announcement on the Website. ZooEasy



will never be held liable for any compensation towards the User due to the closedown of the Service as indicated in this paragraph.

3. ZooEasy will make every effort to make the agreed upon Service function properly and strives for the highest possible availability, quality and security of the Service. However, ZooEasy does not give any guarantee in this respect.
4. Availability means that the Server is accessible from the Internet at the URL provided to the User and that the Software is actually running on the Server. Under availability, the existence of a working point-to-point connection between the systems of the User and the Server is thus not understood. ZooEasy is not responsible for a working point-to-point connection between the systems of the User and the Server.

Section 7: Right of suspension

1. ZooEasy is authorized to suspend or limit the access to and the use of the Service or her service provision until the complete outstanding amount owed for the access to and the use of the Service is received by her, also if the payment obligation does not rest with the User but with a third party (such as the Contracting party).
2. ZooEasy is authorized to suspend or limit the access to and the use of the Service or her service provision with regard to a User if and for as long as this User does not comply with one of the regulations in section 5.1.a or 5.1.b, without ZooEasy being liable for this suspension. Suspension on this ground does not affect the payment obligation of the Contracting party.

Section 8: Intellectual Property Rights

1. The Intellectual Property Rights on the Software that ZooEasy makes available as part of the Agreement and Conditions of Use, remain with ZooEasy or with the third party from whom ZooEasy has obtained the right to make (a part of) this Software available to the User.
2. Nothing in these Conditions of Use is intended to transfer any Intellectual Property Rights to User.
3. Responsibilities with respect to Data processed by a User rests with Contractor.
4. ZooEasy has a right of use to use the Data for the (improvement/complementation/adaptation of the) Service, including for future aspects thereof. This use includes own (statistical) research, testing and marketing purposes under the condition that the Data is anonymized before it is used.
5. All Data, about which User expressly indicates that it is confidential, is excluded from the right of use from the previous paragraph.

Section 9: Privacy

1. The responsibilities and obligations under the GDPR for ZooEasy and the User are stated in the Data processing terms and the Privacy statement, which are explicitly applicable to the (offer of the) Service.

Section 10: Liability

1. The total liability of ZooEasy on account of attributable shortcoming is limited per incident to reimbursement of direct damage up to a maximum of the amount that is



paid for the use (right of use) of the Service by the User calculated over the current calendar year (excluding VAT), whereby applies that a series of connected incidents is viewed as one (1) incident. In no case, however, will the total reimbursement for direct damage amount to more than the amount paid by the liability insurer of ZooEasy in such a case. Under direct damage is exclusively understood:

- a. reasonable costs that the User would have to make in order to let the performance of ZooEasy conform to the Conditions of Use; however, this replacement damage will not be compensated if the Agreement is dissolved by or on the demand of the Contracting party.
 - b. reasonable costs incurred in determining the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of these Conditions of Use;
 - c. reasonable costs incurred to prevent or limit damage, to the extent that the User demonstrates that these costs have resulted in limiting direct damage within the meaning of these Conditions of Use.
2. The liability of ZooEasy for damage through death or physical injury or because of material damage to goods never totals more than is paid out by the liability insurer of ZooEasy.
3. Liability of ZooEasy for indirect damage or consequential damage due to loss of sales or profit, missed savings, diminished goodwill, damage by business stagnation, damage as a result of claims by buyers of the User, mutilation or loss of Data, damage as a result of a Shortcoming, an error in the Software and/or the Service or an otherwise incorrect or non-functioning of the software, by which, for example but not exclusively, an incorrect breeding result is created and all other forms of damage other than those mentioned in section 10.1 and 10.2, for whichever reason, is excluded.
4. The limitations mentioned in previous paragraphs of this section are cancelled if and as far as the damage is the result of intention or gross negligence of ZooEasy or her managers.
5. The liability of ZooEasy due to attributable shortcoming only arises if the User has declared ZooEasy in default in writing without delay, yet not later than within four (4) weeks after the shortcoming has occurred, and has thereby given ZooEasy a reasonable period to repair the shortcoming and ZooEasy subsequently does not repair the shortcoming within that period. The notice of default needs to contain a description of the shortcoming that is as detailed as possible, so that ZooEasy will be able to react adequately.
6. ZooEasy indemnifies the User against claims of third parties stating that Services delivered under the Agreement violate Intellectual Property Rights in the Netherlands or are otherwise unlawful, on the condition that the User immediately informs ZooEasy of the existence and content of such claims and that the User gives ZooEasy full freedom in the execution of negotiations about that and/or the reaching of a settlement and/or the execution of defense in a possible legal proceeding. If, and as far as required, the User hereby grants ZooEasy an irrevocable power of attorney for the execution of defense in and out of court against such claims and the reaching of



a settlement. The User commits to the providing of all information and cooperation to ZooEasy that is reasonably required for this. The indemnification obligation of ZooEasy becomes is no longer valid if and as far as the alleged infringement is caused by modifications in the delivered Services that are carried out by the User or on behalf of the User by a third party, by the use of Software in combination with Software not delivered by ZooEasy or as a result of use in a different manner than that for which the delivered Services are developed or intended. The amount of damage is limited in the same manner as described in Section 10.1.

Section 11: Force Majeure

1. ZooEasy is not bound to the fulfillment of one or more obligations if she is prevented from doing so as a result of force majeure. By force majeure is understood, among others, a shortcoming of brought in third parties or suppliers, as well as each situation on which ZooEasy cannot actually exercise (decisive) control (including power failures, failure of the internet connection, disturbances in the network or computer of the User).
2. The existence of a force majeure situation does not affect mutually existing payment obligations.

Section 12: Duration and termination

1. The duration of the User's right of use is linked to the duration of the Agreement between ZooEasy and the Contracting party.
2. ZooEasy has the right to immediately terminate (a presentation form of) the Service without further notice of default, without judicial intervention and without ZooEasy being obliged to compensation for damages, when the User does not comply with the obligations from section 5 paragraph 1 sub b to k of these Conditions of Use.
3. In deviation from that which is determined in paragraph 1 of this section, ZooEasy is also authorized to terminate the User's right of use upon the first request thereto by the Contracting party, without ZooEasy being liable for this. The Agreement between ZooEasy and the Contracting party will in this case only end if there is no longer a User who makes use of the Service on the basis of the Agreement.
4. In the event of termination referred to in this Article, the following provisions will continue to apply after the end of the Agreement:

- a. intellectual property rights (section 8);
- b. liability (section 10).

These provisions remain applicable as long as ZooEasy can reasonably lay claim to their continued existence.

5. ZooEasy is authorized to terminate (a presentation form of) the Service by notification to the Contracting party and indication on the login page of the Software, taking into account a reasonable period of time, if technical or business economic reasons make this necessary. Existing Agreements end at the latest as of the date on which the service provision is terminated. ZooEasy will in that case offer a replacement service where possible.
6. Upon termination of the Service, ZooEasy offers the User another fourteen (14) days of time to save/export the Data to which the User has rights in a normally accepted



format as made available by ZooEasy. After fourteen (14) days from the date of termination, ZooEasy will remove the Data concerned, irrespective of whether the User has made use of the aforementioned right or has wanted to make use of it, unless the (parts of the) Data are subject to storage obligations or user rights for ZooEasy.

7. Unlawful or illegal Data can never be stored/exported by the User and are explicitly excluded from the return option referred to in the previous paragraph.

Section 13: Amendments and supplements

1. ZooEasy can modify these Conditions of Use one-sidedly and declare the modified conditions applicable.

Section 14: Miscellaneous, applicable law and competent court

1. On these Conditions of Use and the Agreement, Dutch law is applicable. The regulation with regard to general terms and conditions in the Civil Code will be, as far as legally possible, left out of consideration in the relation with Users, not being consumers, from outside the Netherlands.
2. Insofar as this is unacceptable according to the standards of reasonableness and fairness, the wording of the Conditions of Use and the Agreement shall determine the interpretation in the first instance. If the wording, also viewed together, cannot lead to a reasonable interpretation under the given circumstances, the reasonable (commercial) intentions of the parties shall be the standard of interpretation. Counter evidence against not prima facie unclear wording, as well as evidence aimed at sources of explanation other than the reasonable commercial intentions of the parties, is not permitted. The provisions of this paragraph apply as an agreement of proof and only to the User acting in the course of a profession or business.
3. ZooEasy is allowed to engage third parties in the execution of the Service according to own insight.
4. If any provision of these Conditions of Use is found to be invalid, void or otherwise unenforceable, this shall not affect the validity of the Conditions of Use as a whole. In this case, the parties will adopt (a) new provision(s) as a replacement, which will give shape to the intention of the original provision as much as legally possible.
5. In the event of a conflict between the Dutch version of the Conditions of Use and any translation thereof, the Dutch version shall prevail.
6. Insofar as national or international rules of law do not imperatively dictate otherwise, all disputes will be submitted to the competent court in the district of Groningen.