

# Terms of Use

theFactor.e (also: TFE) and Client (also Customer) hereby declare that:

## **Subject**

TFE provides the Client with a service for scaling, rescaling and optimizing images on websites, called FocusPoints.

Client wishes to use FocusPoints and TFE wants to provide this service. These terms of use apply to the use of FocusPoints.

## **Services**

TFE grants the Client access to FocusPoints, which is installed and configured for the Client on servers under the control of TFE as a Software-as-a-Service (SaaS).

TFE hereby grants the Client a non-exclusive, non-transferable license for the use of the software FocusPoints and/or documentation that Client will use for the execution of this agreement and of which the intellectual (property) rights lie with TFE.

This license ends upon termination of this agreement, or as a result of dissolution thereof by or at the request of TFE, or in the event of bankruptcy or liquidation of the Client.

The Client will not change the provided software. The source code of the software and the technical documentation generated during the development of the software are not made available to the Client unless explicitly stated otherwise. Client acknowledges that the source code is confidential and that it contains TFE trade secrets.

The Client indemnifies TFE against all claims by third parties with regard to infringements of intellectual property rights in the context of the implementation of this agreement or similar claims with regard to know-how, including unauthorized competition and the like.



### **Duration of the agreement**

This agreement is valid for an indefinite period of time and each of the parties can terminate this agreement with one month's notice.

TFE reserves the right to terminate this agreement if the Client uses the service in a malicious or destructive manner, or otherwise goes against the principles of Fair Use. Fair Use includes the usage of the service for activities in line with the commercial purposes of the client.

Examples of breaches of Fair Use are; illegal or otherwise malicious use, DDOS-like usage and/or for the purposes of encouraging or enabling violations of human rights.

### **Privacy**

Parties will comply with the provisions of the General Data Protection Regulation and other relevant laws with regard to personal data that is mutually obtained in the context of the execution of this agreement. Under no circumstances will the personal data be used for purposes other than those for which it was obtained. If the personal data is no longer required or if this agreement is terminated in any way, this data will be destroyed immediately.