End User License Terms and Conditions for the Botsquad Platform Service

Introduction

The Botsquad Platform Service is made available to you by Voiceworks B.V., a private limited liability company registered with the trade register of the Dutch Chambers of Commerce under registration number 30240856with its offices located at Verlengde Duinvalleiweg 102, (1361 BR) Almere, the Netherlands (Voiceworks , our, we, or us).

Please read these Terms and Conditions so you, as Customer and/or any Chatbot User, understand what terms and conditions apply to your use of the Botsquad Platform Service. By accessing or using the Botsquad Platform Service, you agree to have read, understood and that you shall be bound by these Terms. If you do not agree to these terms, you may not access or use the Botsquad Platform Service.

1. Definitions

1.1   Except to the extent expressly provided otherwise, in these Terms and Conditions:

"DPA" means this Data Processing Addendum.

"Agreement" refers to the Voiceworks User Licence Terms and Conditions for the Botsquad Platform Service.

"Account" means a dedicated environment within the Botsquad Platform Service that holds all Customer Data and execute all Customer functions, such as the Chatbots;

"**Account Settings**" means the online section within the Botsquad Platform Service where all Account specific settings and information can be found and maintained, such as users, Invoices, Orders and Configuration;

"**Additional Services**" are Services ordered separately, or otherwise explicitly agreed in writing with the Wholesale Partner;

"**Affiliate**" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"**Agreement**" means a contract between the parties incorporating these Terms and Conditions, and any amendments to that contract from time to time;

"**Voiceworks Content**" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into or deliver as part of the Botsquad Platform Service;

"**Botsquad Platform Service**" means the Services, including Additional Services, if applicable.

"**Business Day**" means any weekday other than a bank or public holiday in the Netherlands;

"**Business Hours**" means the hours of 09:00 to 17:00 CET on a Business Day;

"**Conversation**" means a chat interaction between a Chatbot, a Platform User an End User, Contact or system. A Conversation can be closed by any party at any time and remains "alive" otherwise. Users and End Users can return to Conversations any time and continue the dialog.

"**Chat Channel**" means a publicly available (mostly third party) channel where people can communicate with each other using the concept of Chat, or Messaging, like Facebook Messenger, Telegram, Twitter, etc.

"**Control**" means the legal power to control (directly or indirectly) the management of an entity (and "**Controlled**" should be construed accordingly);

"**Customer**" means the person or entity which is the customer of the Wholesale Partner and uses or allows End Users to use the Services;

"**Customer Confidential Information**" means:

(a) any information disclosed by or on behalf of the Customer to the Provider during the use of the Service (whether disclosed in writing, orally or otherwise) that at the time of disclosure: (i) was marked or described as "confidential"; or (ii) should have been reasonably understood by the Provider to be confidential; and

(b) the Customer Data;

"**Chatbot**" means a conversational application, defined by one or more scripts, developed, uploaded to or stored on the Platform by or on behalf of the Customer with the purpose to offer automated chat services to End Users;

""**End User**" means any person or application that is engaging with a Chatbot hosted in the Service through any of the supported channels, typically defined by a single cookie or user id on the Customer's device.

"**Customer Data**" means all data, works and materials: uploaded to or stored in the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to Voiceworks for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Services by the Customer;

"**Customer Indemnity Event**" has the meaning given to it in Clause 15.1;

"**Customer Personal Data**" means any Personal Data that is processed by Voiceworks on behalf of the Customer in relation to the Agreement, including the Personal Data of Platform Users and End Users, of which Customer bears the sole responsibility as "Controller" in the meaning of the General Data Protection Regulation (GDPR);

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"**Contacts**" means any third party that is engaging with the Customer by making use of a Chatbot;

"**Data Protection Laws**" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"**DPA**" means the Data Processing Addendum relating to the Botsquad Platform Service that forms an integral part of the Agreement, the Data Processing Addendum is attached to this Agreement as Schedule 2 (DPA);

"**Documentation**" means the documentation for the Botsquad Platform Service produced by Voiceworks and delivered or made available by Voiceworks to the Customer;

"**Effective Date**" means the date upon which the Botsquad Platform Service is made available to the Customer.

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**Free Services**" means the Subscription Service or other products or features made available Voiceworks to Customer on an unpaid trial or free basis for limited period.

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Message**" or "**Channel Message**" means, any textual message send or received by a Contact, the Operator or the Chatbot itself as part of a Conversation and stored in the Platform as part of the Botsquad Platform Service. The total amount of Messages generated by the Platform is always visible in the Analytics part of the Platform or in the Dashboard as "Messages".

"**Personal Data**" has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679);

"**Platform**" means the platform managed by Voiceworks and used by Voiceworks to provide the Botsquad Platform Service;

"**Services**" means the access to and use of the applications, platform, features, interfaces, websites, content, products and services, including but not limited to the Botsquad Platform Service made available Voiceworks that the Wholesale Partner provides to the Customer, or has an obligation to provide to the Customer under an agreement which is in place between the Wholesale Partner and the Customer, to which these Terms and Conditions apply;

"**Sensitive Information**" means (a) credit or debit card numbers; personal financial account information; Social Security numbers or local equivalents; passport numbers; driver's license numbers or similar identifiers; passwords; racial or ethnic origin; physical or mental health condition or information; or other employment, financial or health information, including any information subject to the Health Insurance Portability and Accountability Act, the Payment Card Industry Data Security Standards, and other regulations, laws or industry standards designed to protect similar information; and (b) any information defined under EU data protection laws as 'Sensitive Personal Data';

"**Supported Web Browser**" means the most current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that Voiceworks agrees in writing shall be supported;

"**Terms and Conditions**" means all the documentation containing the provisions of the Agreement, namely the main body of these User Licence Terms and Conditions for the Botsquad Platform Service and the Schedules, including any amendments to that documentation from time to time;

"**Platform User**", "**User**" or "**Seat**" means a person representing Customer and will have one of the following roles in the Platform:

(a)   Guest, can view Conversations

(b)   Operator, can view Conversations and respond to Chat Messages and manage Conversations;

(c)   Developer, can do everything above, plus develop and publish Chatbots;

(d)   Administrator, can do everything above, plus manage the Account settings except doing purchases using the Online Order Form ("**Account Administrator**")

(e)   Owner, can do everything above, plus perform (in-app) purchases using the Online Order Form ("**Account Owner**");

"**Voiceworks**" means Voiceworks B.V. as described above in the Introduction of this document.

"**Wholesale Partner**" means the customer of Voiceworks that has concluded an agreement with you for the delivery of the Botsquad Platform Service.

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2. Termination

2.1   We may end your right to use the Services at any time by contacting you if you have breached these Terms and Conditions in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

2.2   If we end your right to the Services:

(a)   you must stop all activities authorised by these Terms and Conditions, including your use of any Services; and

(b)   if applicable, you must delete or remove our mobile applications from all devices in your possession and immediately destroy all copies thereof.

3. Ordering Services

3.1   If Customer orders a free trial (Free Services), Voiceworks will make the applicable Service available on a trial basis free of charge until the earlier of (a) the end of the free trial period (if not terminated earlier) or (b) the start date of the Customer's paid subscription. Unless Customer creates an Account for the use of the Botsquad Platform Service as per article 3.2 below before the end of the free trial, all of Customer's data in the Free Service may be permanently deleted at the end of the trial, and Voiceworks will not recover it. If Voiceworks includes additional terms and conditions on the trial registration web page, those will apply as well.

3.2   Registration

3.2.1   In order to use most parts of the Services, you must register and maintain an active user account. For certain Services we may provide you with an invite for the registration of your Account. We reserve the right to refuse the creation of a new Account for any reason.

3.2.2   You are required to provide us with complete, accurate and up to date information about yourself. You are responsible for submitting correct account data and for keeping this information up to date.

3.2.3   You must keep your user name and password confidential at all times and must not allow others to use your account. You are responsible for all activity that occurs under your account, including any activity by authorised or unauthorised users. If you know or suspect that anyone other than you knows your password, you must promptly change your password and notify us.

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4. Botsquad Platform Service

4.1 Voiceworks hereby grants to the Customer a worldwide, non-exclusive licence to use the Botsquad Platform Service by means of a Supported Web Browser in accordance with the Documentation during the term which the Services are used.

4.2 The Account Administrator and Account Owner can use the Account Settings to add, remove or modify Platform Users within the limits of the Service Specification as agreed with your Wholesale Partner.

4.3 The Account Owner can assign Owner rights to any of the users of the Account. Customer acknowledges and accepts that these users can submit Services Order Forms that may have binding financial consequences.

4.4 The licence granted by Voiceworks to the Customer under Clause 4.2 is subject to the limitations as agreed with the Wholesale Partner.

4.5 The Customer shall use reasonable endeavours, including reasonable security measures relating to Account access details, to ensure that no unauthorised person may gain access to the Botsquad Platform Service.

4.6 The Customer must comply with Schedule 1 (the Acceptable Use Policy which is part of the agreement between the Customer and the Wholesale Partner) and must ensure that all Customers and End Users within the Account comply with Schedule 1 (Acceptable Use Policy).

4.7 The Customer must not use the Botsquad Platform Service in any way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Botsquad Platform Service.

4.8 The Customer must not use the Botsquad Platform Service:

(a)   in any way that is unlawful, illegal, fraudulent or harmful; or

(b)   in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

4.9 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform. This does not include the Chatbots stored within the Account and written by or on behalf of the Customer.

5. Third party content

5.1 The Services may contain links, or interact with other independent websites and platforms that are not provided by us. Such independent sites and platforms are not under our control, and we are not responsible for, have not checked, and approved their content, terms of use or their privacy policies (if any).

5.2 You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

6. Customer obligations

6.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Voiceworks, or procure for Voiceworks, such:

(a)   co-operation, support and advice;

(b)   information and documentation; and

(c)   governmental, legal and regulatory licences, consents and permits,

as are reasonably necessary to enable the Voiceworks to perform its obligations under these Terms and Conditions.

6.2 The Customer must provide to Voiceworks, or procure for Voiceworks, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by Voiceworks to enable Voiceworks to perform its obligations under the Agreement.

6.3 The Customer is responsible for all the use of the Services by the End Users.

7. Customer Data

7.1 The Customer hereby grants to Voiceworks a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of Voiceworks 's obligations and the exercise of Voiceworks' rights under these Terms and Conditions. The Customer also grants to Voiceworks the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of Voiceworks' obligations and the exercise of the Voiceworks' rights under these Terms and Conditions, subject always to any express restrictions elsewhere in these Terms and Conditions.

7.2 The Customer warrants to Voiceworks that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

7.3 Voiceworks shall create a back-up copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to enable Voiceworks to restore the Service to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 days.

7.4 Within the period of 5 Business Days following receipt of a written request from the Customer, Voiceworks shall use all reasonable endeavors to restore to the Platform the Customer Data stored in any back-up copy created and stored by Voiceworks in accordance with Clause 7.3. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration. Work performed by Voiceworks to accommodate this Clause 7.4 will be charged.

7.5 If Customer is using Free Services, all the Chatbots created by Customer through the Services will automatically include an attribution to the Botsquad Platform Service for which Customer hereby grants Voiceworks a nonexclusive license, as well as for including these Chatbots in Voiceworks' marketing.

7.6 All attachments (images, video's and other files) uploaded from one of the supported chat channels to or in a Chatbot will be transferred to and stored in a public internet storage facility, such as AWS, using a randomly generated file name of more than 10 characters. Customer acknowledges and accepts the fact that this means that anyone with a URL to this specific file will have automatically access to download and view the contents of this file.

8. Publicity

8.1 Customer grants us the right to add Customer's name and company logo to our customer list and website.

9. No assignment of Intellectual Property Rights

9.1 Nothing in these Terms and Conditions shall operate to assign or transfer any Intellectual Property Rights from us to the Customer, or from the Customer to us.

9.2 We are giving you personally the right to use the Services in accordance with these Terms. You may not transfer the Service to someone else, whether for money, for anything else or for free. If you sell any device on which a mobile application is installed that enables the use of the Services, you must remove such mobile application from it.

10. Voiceworks' confidentiality obligations

10.1 Voiceworks must:

(a)   keep the Customer Confidential Information strictly confidential;

(b)   not disclose the Customer Confidential Information to any person without the Customer's prior written consent;

(c)   use the same degree of care to protect the confidentiality of the Customer Confidential Information as Voiceworks uses to protect Voiceworks' own confidential information of a similar nature, being at least a reasonable degree of care;

(d)   act in good faith at all times in relation to the Customer Confidential Information

10.2 Notwithstanding Clause 10.1, the Voiceworks may disclose the Customer Confidential Information to Voiceworks' officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Customer Confidential Information for the performance of their work with respect to the Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

10.3 This Clause 10 imposes no obligations upon Voiceworks with respect to Customer Confidential Information that:

(a)   is known to Voiceworks before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;

(b)   is or becomes publicly known through no act or default of Voiceworks; or

(c)   is obtained by Voiceworks from a third party in circumstances where Voiceworks has no reason to believe that there has been a breach of an obligation of confidentiality.

10.4 The restrictions in this Clause 10 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of Voiceworks on any recognized stock exchange.

11. Data protection

11.1 We only use any personal data we collect through (your use of) the Services in the ways set out in our privacy policy which can be found on our website.

11.2 To the extent that Voiceworks processes any personal data provided by Wholesale Partners on the behalf of Customers, and where personal data is subject to the General Data Protection Regulation (GDPR), the terms and conditions of the DPA (Schedule 2) shall apply to such processing on the Customers behalf.

11.3 The Customer acknowledges that the Customer acts as the Controller and Provider as the (Sub)Processor as specified in the DPA.

11.4 The Customer bears ultimate responsibility towards third parties and Contacts, such as the obligation to inform involved parties and give them access to their personal data for inspection, correction and deletion, as well as providing a privacy policy and acting upon it as part of the Chatbots they develop and host using the Subscription Service.

11.5 The Provider shall only process the Customer Personal Data during the Subscription Term and for no more than 30 days following the end of the Subscription Term, subject to the other provisions of this Clause 11.

11.6 The Customer shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to the Agreement, the Personal Data of data subjects falling within the categories specified in the DPA.

11.7 Customer acknowledges that Chat Messages provided by Chatbots to End Users and Contacts and/or Chat Messages that are submitted by End Users and Contacts using the Platform and/or Chat Channels might contain Personal Data or even Sensitive Information. Customer acknowledges and agrees Voiceworks cannot take any responsibility for any of such data and or the consequences thereof and indemnifies Provider for any claims or damage caused out of any Chat Messages or actions of Chatbots, End Users or Contacts.

11.8 Customer agrees not to use the Subscription Service to collect, manage or process Sensitive Information. Voiceworks will not have any liability that may result from use of the Subscription Service to collect or manage sensitive information.

11.9 Voiceworks will ensure an appropriate level of security considering the risks involved in processing the data to be protected and the nature thereof. This will nevertheless only apply if and insofar as such data are located within the Provider infrastructure. When Customer chooses to expose its chatbots using the Connect feature of the Platform to one or more of the supported Chat Channels (third party services), like Facebook Messenger, Telegram or Twitter, the chatbot will act outside of Providers infrastructure and Provider is therefore no longer responsible assuring the security of the data collected and controlled by this chatbot.

11.10 If you have any data protection related questions or concerns regarding the Agreement or the DPA, please contact us at dataprotectionteam@voiceworks.com.

12. Devices and system requirements

12.1   Use of the Services may require compatible devices, internet access and certain software and periodic updates. The latest version of required software (such as browsers or operating systems) may be required for certain Services.

13. Limitation of liability

13.1   You use the Services at your own risk and subject to the following disclaimers. We are providing the Services on an "as is" basis without any warranties or condition of any kind. We do not warrant that any information provided by us is accurate, complete, or useful, fit for a particular purpose, that the services will be operational, error free, secure, or that the Services will function without disruptions, delays, or imperfections or include implied warranties or conditions of merchantability, title and non-infringement. Data made available from the Botsquad Platform Service for any purpose and application programming interfaces (APIs) may not be available at all times.

13.2   We do not control, and are not responsible for controlling, how or when End Users use the Services. We are not responsible for and are not obligated to control the actions or information (including content) of End Users or other third parties such as Contacts. To the extent permitted by applicable law, you release us, our affiliates, directors, employees, partners, and agents from any claim, complaint, cause of action or dispute (together, Claim) and damages, relating to, arising out of, or in any way connected with any such Claim you have against any third parties.

13.3   We will not be liable to you for any damages relating to, arising out of, or in any way in connection with these Terms and Conditions, or the Services. The foregoing limitation of liability will apply to the maximum extent permitted by applicable law.

13.4   You will defend, indemnify, and hold us harmless from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following: (a) your access to or use of the Services, including information provided in connection therewith; (b) your breach or alleged breach of the Terms; or (c) any misrepresentation made by you. You will cooperate as fully as required by us in the defence or settlement of any claim.

13.5 If Voiceworks reasonably determines, or any third party alleges, that the use of the Botsquad Platform Service by the Customer in accordance with these Terms and Conditions infringes any person's Intellectual Property Rights, Voiceworks will request the Customer to remove the cause of infringement immediately and may suspend the provision of the Subscription Service when Customer does not comply within reasonable Terms, notwithstanding the fact that this remains the sole responsibility and liability of the Customer, for which he indemnifies Voiceworks against all parties

13.6 The Customer guarantees the exclusive responsibility for all Customer Data, in any manner, through the Services, as well as to possess all rights necessary to represent it in the way it is done. Customer will keep all registration information accurate and current and is responsible for all activity in connection with the Services.

13.7 Further, Customer guarantees that all it's interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between Customer and such organizations and/or individuals. Customer shall make whatever investigation are necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. Voiceworks shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

13.8 Customer guarantees that in the case of a dispute between users of it's site, or between users and any third party, Voiceworks is under no obligation to become involved. In the event that Customer has a dispute with one or more other users, Voiceworks, its officers, employees, agents, and successors will be indemnified against claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

13.9 The Customer warrants to Voiceworks that it has the legal right and authority to use the Services and to perform its obligations under these Terms and Conditions.

13.10 All of the parties' warranties and representations in respect of the Services are expressly set out in these Terms and Conditions.

14. Acknowledgements and warranty limitations

14.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these Terms and Conditions, the Voiceworks gives no warranty or representation that the Subscription Service will be wholly free from defects, errors and bugs.

14.2 The Customer acknowledges that any information or content privately transmitted through the Services, and any chatbots created using the Services, or anything of this publicly posted, is the sole responsibility of the Customer. Voiceworks is not liable for any errors or omissions in that information or content or for any damages or loss that might be suffered in connection with it.

14.3 The Customer acknowledges that Voiceworks cannot control and has no duty to act upon and intervene in the Content or it's interpretation or in whatever actions the Customer or third parties may of must take as a result of having been exposed to the Customer Data and indemnifies the Provider for any liability concerning this Customer Data or the absence thereof through the Services. The Customer also acknowledges that Voiceworks cannot guarantee the identity of any users with whom the Customer interacts in using the Services, and that Voiceworks is not responsible for any users access to and through the Services.

14.4 The Customer acknowledges that Voiceworks will not provide any legal, financial, accountancy or taxation advice under these Terms and Conditions or in relation to the Subscription Service; and, except to the extent expressly provided otherwise in these Terms and Conditions, Voiceworks does not warrant or represent that the Botsquad Platform Service or the use of the Botsquad Platform Service by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

14.5 The Customer acknowledges that Voiceworks has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that the Customer interact with through the Botsquad Platform Service. In addition, Voiceworks will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Botsquad Platform Service, the Customer releases and holds Voiceworks harmless from any and all liability arising from the Customer's use of any third party website or service.

15. Indemnities

15.1 The Customer shall indemnify and shall keep indemnified Voiceworks against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by Voiceworks and arising directly or indirectly as a result of any breach by the Customer of these Terms and Conditions or any applicable law or regulation (a "**Customer Indemnity Event**").

15.2 Voiceworks must:

(a)   upon becoming aware of an actual or potential Customer Indemnity Event, notify the Customer; and

(b)   provide to the Customer all such assistance as may be reasonably requested by the Customer in relation to the Customer Indemnity Event;

without prejudice to the Customer's obligations under Clause 15.1.

15.3 The indemnity protection set out in this Clause 15 shall be subject to the limitations and exclusions of liability set out in these Terms and Conditions.

16. Term

16. 1 The term of the Agreement is agreed between the Wholesale Partner and Customer.

17. Effects of termination

17.1 Upon the termination of the use of the Botsquad Platform Service , all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express Terms or otherwise indefinitely): Clauses 1, 4.11, 9, 13, 14, 15, 17, 18, 20, 21, 22 and 24.

17.2 Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of use of the Botsquad Platform Service shall not affect the accrued rights of either party.

18. Notices

18.1 Any notice from the Customer to Voiceworks under these Terms and Conditions must be given to legal@enreach.com.

19. Subcontracting

19.1 Subject to any express restrictions elsewhere in these Terms and Conditions, Voiceworks may subcontract any of its obligations under these Terms and Conditions.

19.2 Voiceworks shall remain responsible to the Customer for the performance of any subcontracted obligations.

19.3 Notwithstanding the provisions of this Clause 19 but subject to any other provision of these Terms and Conditions, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

20. Assignment

20.1 The Customer hereby agrees that we may assign, transfer or otherwise deal with Voicework's contractual rights and obligations under these Terms and Conditions, providing that Voiceworks may assign the entirety of its rights and obligations under these Terms and Conditions to any Affiliate of Voiceworks or to any successor to all or a substantial part of the business of Voiceworks.

20.2 The Customer shall not assign, transfer or otherwise deal with the Customer's contractual rights and/or obligations under these Terms and Conditions without the prior written consent of Voiceworks.

21. Variation

21.1. Updates and changes, Variation
Our Services may be interrupted for reasons such as maintenance, repairs, upgrades, or network or equipment failures. We may discontinue (some or all parts of) the Services, including certain features and the support for certain devices and platforms, at any time.

21.2   We may modify, suspend, or terminate your access to or use of the Services anytime for any reason, such as if you violate the letter or spirit of these Terms and Conditions or create harm, risk, or possible legal exposure for us, our users, or others.

21.3 From time to time we may automatically update and change the Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues.

Alternatively, we may ask you to update one or more mobile applications for these reasons. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the Services.

22. Law and jurisdiction

22.1 These Terms and Conditions shall be governed by and construed in accordance with Dutch Law, for which the parties also opt if international civil law declares other law applicable, in case of any dispute.

22.2 Any disputes relating to the Agreement shall be subject to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands. The parties opt for this forum also if international civil law points to another forum, in case of any dispute.

By using the Services, you agree to the rules set out in the Schedule 1 (Acceptable Use Policy)

Schedule 1 (Acceptable Use Policy)

1. Introduction

1.1 This acceptable use policy (the "**Policy**") sets out the rules governing:

(a)   the use of the website at https://botsquad.com, https://studio.botsqd.com and https://bsqd.me, any successor website, and the services available on that website or any successor website (the "**Services**"); and

(b)   the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").

1.2 References in this Policy to "you" are to any customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to Voiceworks (and "we" and "our" should be construed accordingly).

1.3 By using the Services, you agree to the rules set out in this Policy.

1.4 We will ask for your express agreement to the Terms of this Policy before you upload or submit any Content or otherwise use the Services.

1.5 You must be at least 18 years of age to use the Services; and by using the Services, you warrant and represent to us that you are at least 18 years of age.

2. General usage rules

2.1 You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.

2.2 You must not use the Services:

(a)   in any way that is unlawful, illegal, fraudulent or harmful; or

(b)   in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

2.3 You must ensure that all Content complies with the provisions of this Policy.

3. Unlawful Content

3.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

3.2 Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:

(a)   be libellous or maliciously false;

(b)   be obscene or indecent;

(c)   infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;

(d)   infringe any right of confidence, right of privacy or right under data protection legislation;

(e)   constitute negligent advice or contain any negligent statement;

(f)   constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;

(g)   be in contempt of any court, or in breach of any court order;

(h)   constitute a breach of racial or religious hatred or discrimination legislation;

(i)   blasphemous;

(j)   constitute a breach of official secrets legislation; or

(k)   constitute a breach of any contractual obligation owed to any person.

3.3 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Graphic material

4.1 Content must be appropriate for all persons who have access to or are likely to access the Content in question, and in particular for children over 12 years of age.

4.2 Content must not depict violence.

4.3 Content must not be pornographic or sexually explicit.

5. Factual accuracy

5.1 Content must not be untrue, false, inaccurate or misleading.

5.2 Statements of fact contained in Content and relating to persons (legal or natural) must be true; and statements of opinion contained in Content and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion.

6. Negligent advice

6.1 Content must not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.

7. Etiquette

7.1 Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.

7.2 Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.

7.3 Content must not be liable to cause annoyance, inconvenience or needless anxiety.

7.4 You must not use the Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.

7.5 You must not use the Services for the purpose of deliberately upsetting or offending others.

7.6 You must not unnecessarily flood the Services with material relating to a particular subject or subject area, whether alone or in conjunction with others.

7.7 You must ensure that Content does not duplicate other content available through the Services.

7.8 You must ensure that Content is appropriately categorised.

7.9 You should use appropriate and informative titles for all Content.

7.10 You must at all times be courteous and polite to other users of the Services.

8. Marketing and spam

8.1 Content must not constitute or contain spam, and you must not use the Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.

8.2 You must not send any spam to any person using any email address or other contact details made available through the Services or that you find using the Services.

8.3 You must not use the Services to promote or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, "get rich quick" schemes or similar letters, schemes or programs.

9. Gambling

9.1 You must not use the Services for any purpose relating to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.

10. Monitoring

10.1 You acknowledge that we may actively monitor the Content and the use of the Services.

11. Data mining

11.1 You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

12. Hyperlinks

12.1 You must not link to any material using or by means of the Services that would, if it were made available through the Services, breach the provisions of this Policy.

13. Harmful software

13.1 The Content must not contain or consist of, and you must not promote or distribute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

13.2 The Content must not contain or consist of, and you must not promote or distribute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

14. Additional Restrictions

14.1 You represent, warrant, and agree that you will not contribute any Content or User Submission or otherwise create any Chatbots or use the Services in a manner that:

(a)   Infringes or violates the intellectual property rights or any other rights of anyone else (including Botsquad);

(b)   Violates any law or regulation, including any applicable export control laws;

(c)   Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;

(d)   Jeopardizes the security of your Account or anyone else's (such as allowing someone else to log in to the Services as you);

(e)   Attempts, in any manner, to obtain the password, account, or other security information from any other user;

(f)   Violates the security of any computer network, or cracks any passwords or security encryption codes;

(g)   Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);

(h)   "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);

(i)   Copies or stores any significant portion of the Content;

(j)   Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

The Data Processing Addendum applies to the use of the Service

Schedule 2 (Data Processing Addendum)

1. Preamble

1.2   This Data Processing Addendum represents an addendum to Agreement for the Botsquad Platform Service. Subject to the European Union General Data Protection Regulation (GDPR), Voiceworks B.V. is the "(Sub)Processor", the Wholesale Partner is the "Processor" and the Customers of the Wholesale Partner is the "Controller" for the processing of Personal Data by Voiceworks on behalf of the Wholesale Partner.

1.3   This Data Processing Addendum is an integral part of and incorporated into the Agreement for the Botsquad Platform Services.

1.3   Reference is made to Voiceworks Privacy Policy for the service that can be found via this link.

1.4   If you have any data protection related questions or concerns regarding the Agreement or the DPA, please contact us at dataprotectionteam@voiceworks.com.

2. Definitions

2.1   The following definitions explain are used throughout this Addendum:

"DPA" means this Data Processing Addendum.

"Agreement" refers to the Voiceworks User Licence Terms and Conditions for the Botsquad Platform Service.

"(Sub)Processor" refers to Voiceworks B.V acting as the Sub-Processor on the behalf the Wholesale Partner providing Voiceworks with the instruction.

"Group level recipient" refers to any legal entity affiliated with Voiceworks B.V. used in the provision of services as defined in the Agreement. All group level recipients are subject to internal policies and procedures specifying that they must follow the decisions and instructions of the Controller provided by the Wholesale Partner and are subject to the same security obligations, as described in **Appendix B**.

"Sub-Processor" refers to any Sub-processor or Group level recipient used by the (Sub)Processor in the provision of services as defined in the Agreement.

"Controller" refers to the Customer or the Customer of a Wholesale Partner reselling our service, pursuant to the Agreement and the party requesting the data processing that is the subject of this DPA.

"Wholesale Partner" means the partner of Voiceworks that has concluded an agreement with you for the delivery of the Botsquad Platform Service.

"Processing" refers to any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure

by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Personal Data" refers to information provided by Controller to the (Sub)Processor relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Data Subject" refers to an identified or identifiable natural person to whom Personal Data relates.

"Data Breach" refers to a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed

3. Processing

(Sub)Processor undertakes to process all Personal Data in accordance with GDPR and other applicable laws, statutes and regulations.

(Sub)Processor may process the Data only in accordance with the Controller's documented instructions. Instructions referred to herein are incorporated into the Agreement or may be contained within a separate legal document concluded between the Wholesale Partner and the (Sub)Processor.

During the term of this DPA, Controller shall remain the owner of the Personal Data transferred to the (Sub)Processor. Nothing in this DPA shall be understood to transfer the ownership of the Personal Data to the (Sub)Processor or any other third party.

Wholesale Partner warrants that the Personal Data is obtained and provided to the (Sub)Processor in accordance with the applicable laws, statutes and regulations and that the Processing requested by the Controller will not violate any applicable law, statute or regulation.

Personal Data may be processed by the (Sub)Processor only during the duration of this DPA.

4. Personnel and Confidentiality

The (Sub)Processor shall ensure that all employees, contractors, and other persons operating under the authority of the (Sub)Processor are bound by a strict confidentiality agreement prior to providing them with an access to the Personal Data.

The (Sub)Processor shall take steps to ensure that any person acting under the authority of the (Sub)Processor who has access to the Data does not process them except on instructions from the Controller.

5. Security of Processing

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, the (Sub)Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- The pseudonymization and encryption of the Personal Data;
- The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- The ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident;
- A process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

In assessing the appropriate level of security, the (Sub)Processor shall consider in particular the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Personal Data transmitted, stored or otherwise processed.

6. Sub-Processors and Group level recipients

The (Sub)Processor can engage another processor (a "Sub-Processor") on the basis of a general written authorization of the Controller. In the case of general written authorization, the (Sub)Processor shall inform the Wholesale Partner of any intended changes concerning the addition or replacement of other Sub-Processors, thereby giving the Controller the opportunity to object to such changes. The Controller may object to such changes in writing within (30) days from receiving the notice of the change.

The (Sub)Processor can engage another processor(a "Group level recipient") on the basis of general written authorization, the (Sub)Processor shall inform the Wholesale Partner of any intended changes concerning the addition or replacement of other Group level recipients, thereby giving the Controller the opportunity to object to such changes. The Controller may object to such changes in writing within (30) days from receiving the notice of the change.

Where the (Sub)Processor engages Sub-Processor or a Group-level recipient for carrying out specific processing activities on behalf of the Controller, the same data protection obligations as set forth in this DPA shall be imposed on that other Sub-Processor or Group level recipient by way of a contract or other legal mechanisms to provide sufficient guarantees by the Sub-Processor or Group level recipient will implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the applicable laws, statutes and regulations. Where any Sub-Processor or Group level Recipient fails to fulfil its data protection obligations, the (Sub)Processor shall remain fully liable to the Controller for the performance of that Sub-Processor's or Group level recipient's obligations.

7. Data Subject Rights

Taking into account the nature of the processing, the (Sub)Processor shall assist the Wholesale Partner by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Controller's obligations, as reasonably understood by the Controller, to respond to requests to exercise Data Subject rights under the GDPR.

The (Sub)Processor shall:

- Promptly notify the Wholesale Partner if the (Sub)Processor or a Sub-Processor receives a request from a Data Subject under GDPR or other applicable law, statute or regulation in respect of the Personal Data; and
- Ensure that the (Sub)Processor or such Sub-Processor do not respond to that request except on the documented instructions of the Controller or as required by applicable laws to which the (Sub)Processor or Sub-Processor is subject, in which case the (Sub)Processor shall to the extent permitted by applicable laws inform the Wholesale Partner of that legal requirement before the (Sub)Processor or Sub-Processor respond to the request.

8. Data Breach Notification

The (Sub)Processor shall notify the Wholesale Partner without undue delay after becoming aware of a Data Breach affecting the Personal Data, providing the Wholesale Partner with sufficient information to allow the Controller to meet any obligations to report or inform appropriate authorities and Data Subjects where necessary of the Data Breach.

The (Sub)Processor shall co-operate with the Controller or Wholesale Partner and take such reasonable commercial steps as are directed by the Controller to assist in the investigation, mitigation and remediation of each such Data Breach.

9. Data Protection Impact Assessment

The (Sub)Processor shall provide reasonable assistance to the Controller with any Data Protection Impact Assessments, and prior consultations with competent data protection authorities, which the Controller reasonably considers to be required by the GDPR or equivalent provisions of any other applicable law, in each case solely in relation to processing of the Personal Data by, and considering the nature of the processing and information available to, the (Sub)Processor.

10. Data Retention

Subject to sections 10.2 and 10.3 the (Sub)Processor and each Sub-Processor, if any, shall promptly and in any event within thirty (30) days of the date of the termination of any services involving the processing of the Personal Data (the "**Termination Date**"), delete and procure the deletion of all copies of the Personal Data.

Subject to section 10.3, the Wholesale Partner may on behalf of the Controller by written notice to the (Sub)Processor within seven (7) days of the Termination Date require (Sub)Processor and each Sub-Processor, if any, to return a complete copy of all Personal Data to the Wholesale Partner by secure file transfer in such format as is reasonably notified by the Controller to the (Sub)Processor; and

The (Sub)Processor may retain the Personal Data to the extent required by applicable laws and only to the extent and for such period as required by applicable laws and always provided that the (Sub)Processor ensures the confidentiality of all such Personal Data and ensures that such Personal Data is only processed as necessary for the purpose(s) specified in the applicable laws requiring its storage and for no other purpose.

The (Sub)Processor shall upon the request of the Wholesale Partner on behalf of the Controller provide written certification to the Controller that the (Sub)Processor has fully complied with this Section 10 within sixty (60) days of the Termination Date.

11. Audits

Subject to provisions of this Section 11, the (Sub)Processor shall make available to the Wholesale Partner on request all information necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, by the Wholesale Partner or an auditor designated by the Wholesale Partner in relation to the processing of the Data. The Wholesale Partner shall pay for the costs of any such audit.

12. Liability

The Wholesale Partner shall indemnify the (Sub)Processor and any Sub-Processors from a claim from a third party resulting from a violation of its obligations as a Processor.

The (Sub)Processor shall indemnify the Wholesale Partner from a claim from a third party resulting from a violation of its obligations as (Sub)Processor.

13. Additional Provisions

Any matter that is not regulated by this DPA shall be governed by the Agreement concluded between the parties to this DPA concerning the specific Processing to be undertaken by the (Sub)Processor.

If any part of this DPA is found to be invalid, illegal or unenforceable in any respect, it will not affect the validity or enforce-ability of the remainder of this DPA or the Agreement.

Any failure to exercise or enforce any right or the provision of this DPA shall not constitute a waiver of such right or provision.

Appendix A

Categories of data subjects

Category	Description
Contacts	The users of the Chatbots that Customer hosts using the Platform. In other words, the target audience of the Chatbots, like customers of Customer.
Users	These are employees, contractors and/or representatives of the Customer or the Wholesale Partner using the Platform Studio to build, host, monitor, maintain and operate Chatbots.

Types of Personal Data

The following types of Personal Data are considered "**User Information**" and holds data of the Users and Contacts:

Data Subject Category	Sub type	Description	Controller / (Sub)Processor
Users	User Information	Email and Password that allows the User access to the secure parts of the Subscription Service (Platform Studio)	Controller
Users & Contacts	User Information	The first name, last name, email address and profile information which might be retrieved from any of the connected Third Party providers like Facebook, such as the profile picture of the User and Contacts.	Controller
Users & Contacts	Third Party access tokens	Users and Contacts can decide to connect Chatbots and Conversations to third parties using OAuth, an open standard for access delegation, commonly used as a way for Internet users to grant websites or applications access to their information on other websites but without giving them the passwords. This mechanism is used by companies such as Amazon, Google, Facebook, Microsoft and Twitter to permit the users to share information about their accounts with third party applications or websites.	Controller
Users & Contacts	Chat Channel information	Information that is sent by a Chat Channel which Users and Contacts decides to connect to that will be made available to this Chat Channel on instigation of the User, like IP address, browser version, screen resolution, locality and time zone.	(Sub)Processor

The following types of information contains all User and Contact submissions using the Chatbots ("**Content of communication**"). The category may contain Personal Data if the Customer, User and/or Contacts decides to use it for this purpose. This is outside of (Sub)Processors area of control.

| Data Subject Category	Sub type	Description	Controller / (Sub)Processor
Users & Contacts	Chat Messages	Chat Messages are submissions of Chatbots, Users and Contacts using one of the supported Chat Channels and/or the Platform.	(Sub)Processor
Users & Contacts	Chat Media	Chat Media is any video, image or audio submission or any other file sent as part of a Chat Message into or from the Platform.	(Sub)Processor

Purposes of processing

Purpose of processing for Users (using the Platform Studio)

Data Subject Category	Sub type	Purpose
Users	User Information	Provision of service
Users	Third Party access tokens and profile information	Provision of service
Users	Chat Channel information	(Sub)Processor

Purpose of processing for Contacts of the Chatbots (Chat Users)

Data Subject Category	Sub type	Purpose
Contacts	User Information	Provision of service
Contacts	Third Party access tokens and profile information	Provision of service
Contacts	Chat Channel information	(Sub)Processor

Botsquad Platform Service data flow overview

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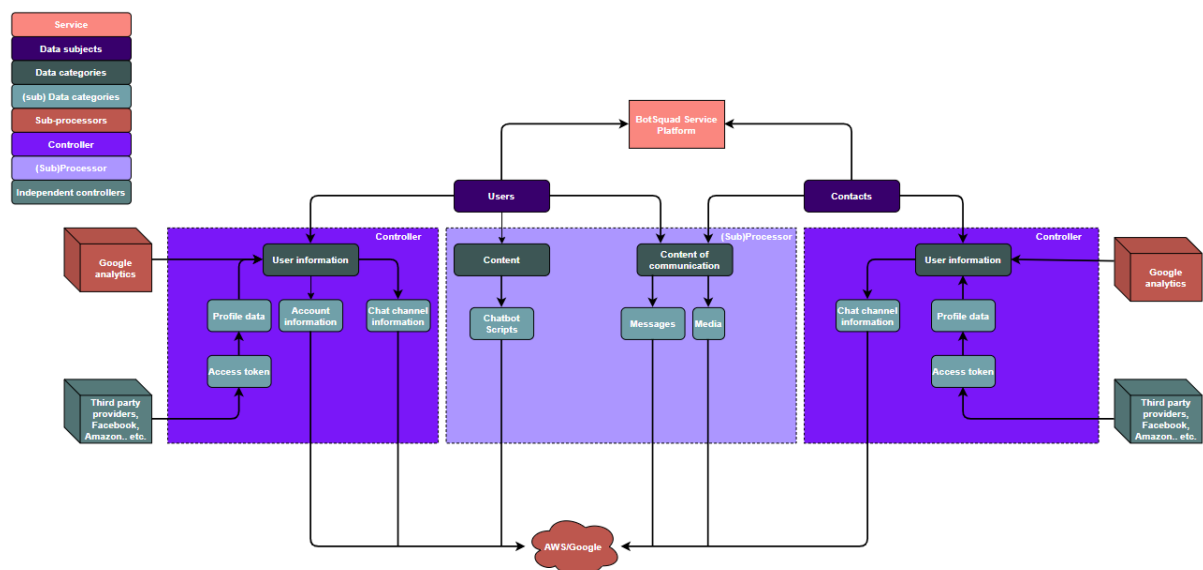
Appendix B - Security measures

Information Security Management System

Voiceworks has a developed ISMS including policies that are in place to secure the Confidentiality, Integrity and Availability of the services that we provide to Wholesale Partners and Customers. These policies are reviewed and maintained and by the Quality & Security Office and include:

- Quality & Security Policy
- Classification, Encryption & Deletion Policy
- Mobile Device & Internet Policy
- Access Control Policy
- E-mail Policy
- Data Protection Policy
- Network Policy
- Anti-Malware Policy

Encryption

Data transfers between the web client interface of the Platform and the Platform will be encrypted with TLS using RSA 2048bit encryption and SHA256 signature algorithm.

Authentication

Connection of Chatbots with other Chat Channels will occur using the Developer API's offered by those channels, such as Facebook, Twitter, Telegram, etc. The User and/or Contacts will need to explicitly authenticate against these channels and explicitly grant access using OAuth, an open standard for access delegation, commonly used as a way for Internet users to grant websites or applications access to their information on other websites but without giving them the passwords. This mechanism is used by companies such as Amazon, Google, Facebook, Microsoft and Twitter to permit users to share information about their accounts with third party applications or websites ("Authentication Providers").

Media

Chat Media is stored as publicly downloadable files with a random name which anybody with the URL of this file can access. The file name will be long enough for it to be virtually impossible to guess.

Sensitive information

Users and Contacts can always choose to use the Platform to send Chat Messages and Chat Media containing Personal Data or even Sensitive Information. Provider is by no means able to recognize and/or prevent such Personal Data being submitted. Voiceworks B.V. acts purely as a (Sub)Processor in these cases and Customer as Controller.

Appendix C - Sub-processors

Sub-processors

Personal Data Types	Used Providers	Description
All data generated and collected by the Subscription Service	Hosting Providers (exclusively located in the European Union) that are bound to the same General Data Protection Regulations, like Google Cloud and Amazon AWS S3.	To be able to use, host, build, maintain and operate the Chatbots

Group level recipients

Personal Data Types	Group level recipient	Description
All data generated and collected by the Subscription Service	Bwisc B.V. part of Enreach	To be able to use, host, build, maintain and operate the Chatbots.

Independent Controllers

Personal Data Types	Independent Controller	Description
All data generated and collected over one of the supported Chat Channels by the Subscription Service	Like Facebook Messenger, Twitter, Slack and Telegram	To offer automated chat services over existing messaging channels. (the interface over which the Chatbots will be exposed)
Third Party access tokens and profile information	OAuth supporting Authentication Providers (like Google, Facebook, LinkedIn, Microsoft, etc)	To allow Users and Contacts to authenticate to a Chatbot using one of the supported Authentication Providers and to fetch corresponding profile information from these channels.