

# Terms of Service

04-2023

## Article 1: Definitions

- 1.1 Account: online environment in which the User can access its resources provided on Galleo.
- 1.2 Account Credentials: the (combination of) information to authenticate the User to its Account on Galleo (e.g. the combination of username and password).
- 1.3 Assist: assist provided to Users by posting projects and delivering contributions to existing projects (e.g. by building on User-generated Content).
- 1.4 Association: a group of natural persons, a natural person or any legal persons, irrespective of whether privately or publicly owned, organized for a joint purpose.
- 1.5 BlueBrain: the private limited company BlueBrain B.V., incorporated under Dutch law, and registered at the Chamber of Commerce with number 65185978.
- 1.6 Company: any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession.
- 1.7 Defect: the substantial non-fulfilment of Galleo with the Documentation.
- 1.8 Documentation: the information provided by BlueBrain concerning Galleo.
- 1.9 Employer: the Company the Subscribed Professional is employed at or is otherwise related to.
- 1.10 Employee: the Subscribed Professional that is employed at or is otherwise related to the Subscribed Company.
- 1.11 Galleo: the website called "Galleo" made available through [www.galleo.co](http://www.galleo.co) by BlueBrain.
- 1.12 Intellectual Property Rights: all rights of intellectual property, including, without limitation, copyrights, database rights, trademarks, knowhow, patent rights.
- 1.13 Membership: a subscription to a Subscription Plan.
- 1.14 Professional: a natural person that is employed at or is otherwise related to a Company or Association, though is not a Company or Association itself.
- 1.15 Subscribed Association: an Association that has agreed upon these Terms of Service and has an Account at Galleo.
- 1.16 Subscribed Company: a Company that has agreed upon these Terms of Service and has Membership.
- 1.17 Subscribed Professional: the Professional that has agreed upon these Terms of Service and has an Account at Galleo.
- 1.18 Subscription Plan: a plan as listed on Galleo or presented to the User otherwise, which enables certain features on Galleo for one or more Users to which specified additional conditions apply.
- 1.19 Support: support provided to Users, consisting of answering questions relating to the use and the functionality of Galleo
- 1.20 Terms of Service: these terms as well as any additional terms agreed upon (e.g. the terms specified in the Subscription Plan).
- 1.21 Third Party: parties other than BlueBrain.
- 1.22 User: a Subscribed Professional, a Subscribed Company or a Subscribed Association.
- 1.23 User-generated Content: any works and data generated by the User which have been sent to BlueBrain through Galleo or otherwise.

## **Article 2: General**

- 2.1 These Terms of Service apply to all offers and contracts between a User and BlueBrain. These Terms of Service also always apply to other or subsequent contracts, regardless of whether these have also been explicitly declared applicable after the first contract.
- 2.2 Deviations from and supplements to these Terms of Service or contracts - including oral agreements - are only valid if they are confirmed by BlueBrain in writing.
- 2.3 The applicability of any (general) terms of the User is explicitly excluded.
- 2.4 BlueBrain reserves the right to amend or supplement the Terms of Service. BlueBrain shall inform the User at least one month before the amendment comes into force. In principle, such amendments or supplements also apply to contracts already agreed. If the User does not accept an amendment to the Terms of Service, it can terminate the concluded contract at the date on which the new conditions enter into force, by means of a prior written notice of termination.
- 2.5 If one or more provisions of these Terms of Service are found to be legally invalid or declared void, the remaining provisions of these Terms of Service remain in full force. In such case, the parties will consult in order to agree on new provisions to replace the invalid provisions, whereby the purpose and intent of the invalid provisions will be observed as far as possible.
- 2.6 The User cannot transfer the rights and obligations under the contract to a third party, except after having obtained the prior consent of BlueBrain in writing. BlueBrain may attach conditions to this permission.
- 2.7 Articles 6:227a and 6:227b of the Dutch Civil Code do not apply.
- 2.8 Subject to proof to the contrary, the administrative information of BlueBrain is conclusive and binding with respect to the content of the contract (including the Subscription Plan subscribed to) and this information shall serve as evidence thereof.

## **Article 3: Obtaining an Account**

- 3.1 In order to contribute or edit information or otherwise collaborate on Galleo and become a User, one needs an Account. An Account can be obtained by completing the registration process made available through Galleo.
- 3.2 The registration form needs to be filled in truthfully and completely.
- 3.3 The Account will be made available instantly to the User after the registration process has been completed.
- 3.4 BlueBrain reserves the right to disable or limit the registration process at any time.
- 3.5 BlueBrain reserves the right to delete an Account if the Account has not been used for a period of more than 12 months. An Account is considered active as long as the Employer of the corresponding User is a Subscribed Company or the corresponding User is a Subscribed Association.

## **Article 4: Accounts, Employees and Employers**

- 4.1 Each Account of a Subscribed Professional will automatically be linked to its Employer.
- 4.2 As long as the Employer itself is not a Subscribed Company:
  - a. the Account will provide the basic features of Galleo free of charge; and
  - b. the Account will be managed by the Subscribed Professional itself.
- 4.3 As soon as the Employer has become a Subscribed Company:
  - a. the Account of the Employee will provide the Subscribed Professional, besides the basic features mentioned in clause 4.2a, with the additional features of the Subscription Plan the Employer has subscribed to; and

- b. the Account(s) of the respective Subscribed Professional(s) can also be managed by the Employer.
- 4.4 As of the moment the Employer stops being a Subscribed Company:
- a. the Subscribed Professional remains its Account and all the resources associated with the Account;
  - b. the Account will provide the basic features, as further laid down in clause 4.2.
- 4.5 As of the moment the Subscribed Company declares that a Subscribed Professional is no longer an Employee of a Subscribed Company:
- a. the Account will be no longer connected to the Subscribed Company and its additional features ;
  - b. all User-Generated Content provided by the Professional will remain available at Galleo;
  - c. the Professional can – if the registration process is open (see clause 3.4) – obtain a new Account to become a Subscribed Professional with the contact details of its new Employer.
  - d. By obtaining a new account the Subscribed Professional can only access the Content and features belonging to the new Account. User-Generated content can only be accessed as far as the new Employer has access to it.
- 4.6 As soon as the Employer has become a Subscribed Company, all risks with regard to any action performed by Employees on Galleo are borne by the Employer. Employer shall indemnify BlueBrain for any claims related to such actions.

#### **Article 5: Associations**

- 5.1 When an Association obtained an Account, it is able to create a page which visitors can view.
- 5.2 The Association is in charge of its page, as long as the content on the page is in line with these Terms of Service.
- 5.3 The Association is able to publish news items, to give information about its members and to edit the appearance of the page within the given options.

#### **Article 6: Subscription Plans**

- 6.1 A Subscribed Company or a Subscribed Association can subscribe to a Subscription Plan.
- 6.2 By subscribing to a Subscription Plan, the Subscribed Company or Subscribed Association accepts the additional terms and conditions as specified on Galleo that apply to the specific plan.
- 6.3 After subscribing, the additional features will be made available to the Professionals of the Subscribed Company or Subscribed Association, as further specified in the Subscription Plan.
- 6.4 Unless specified otherwise, each Subscription Plan has a duration of one year.
- 6.5 A Subscribed Company or Subscribed Association can apply for an interim upgrade to a better Subscription Plan for the remaining duration of the existing Subscription Plan. The additional costs will be calculated on a pro rata basis. The interim upgrade will take immediate effect once the additional fee has been paid.
- 6.6 Upon expiry, the Subscription Plan will be renewed automatically, unless agreed otherwise.
- 6.7 BlueBrain reserves the right to change the Subscription Plans from time to time. Subscribed Company or Subscribed Association will be informed about changes in the Subscription Plans by giving prior notice at least one month ahead.
- 6.8 After receiving a notice as described in article 6.7, the Subscribed Company or Subscribed Association is allowed to terminate the Subscription Plan at the date the change takes

effect by giving prior written notice to BlueBrain. This right to terminate does not apply if the changes to the Subscription Plan do not materially and negatively affect the Subscribed Company or Subscribed Association.

#### **Article 7: Performance of the contract**

- 7.1 BlueBrain shall make every reasonable effort to fulfil its obligations. However, BlueBrain cannot guarantee that Galleo will function without restrictions, interruptions, Defects or malfunctions at all times.
- 7.2 BlueBrain shall determine the manner of execution of the services related to Galleo and the persons who will perform the services, to the extent that the parties have not expressly agreed otherwise. If and to the extent required for the proper execution of the services, BlueBrain is entitled to have certain work performed by third parties.
- 7.3 All (delivery) periods stated by BlueBrain are approximate dates and are based on the information and circumstances that were known to BlueBrain at the time they were provided.
- 7.4 Notwithstanding clauses 6.7 and 6.8, BlueBrain reserves the right to make changes and/or improvements to Galleo as well as in the Documentation and/or procedures that BlueBrain deems useful or necessary, without this giving rise to any obligation of compliance, compensation or damages by BlueBrain to the User.

#### **Article 8: User-generated Content and use of Galleo**

- 8.1 The User is at all times fully responsible for the use they make of Galleo. User is responsible for ensuring that any User-generated Content does not infringes the rights of third parties. BlueBrain is not liable for any inaccuracy, incompleteness or unlawfulness of (the contents of) any User-generated Content.
- 8.2 If BlueBrain is informed that any of the User-generated Content is unlawful, it reserves the right to immediately remove such information or prevent (further) access to this information. In no event shall BlueBrain be liable for damages resulting from this.
- 8.3 All Intellectual Property Rights with regard to the User-Generated Content remain vested with the User. These terms do not to transfer or change title in any such rights. The User remains free to use the User-Generated Content outside of Galleo.
- 8.4 The User hereby irrevocably provides a perpetual, worldwide license, free of charge, to BlueBrain with regard to the User-Generated Content. This license shall be limited to the purpose of the current and future operation of Galleo and related services. Within this context, the license includes all current and future rights of the User, which shall include - without limitation - the publishing, multiplying, requesting, retrieving and reusing the User-Generated Content.
- 8.5 Notwithstanding clause 8.2, the User shall indemnify BlueBrain for any claims based on the assertion that any User-generated Content violates any third party rights. User will bear all reasonable costs BlueBrain suffers as a result of such claims.

#### **Article 9: Account Credentials**

- 9.1 The Account Credentials provided by BlueBrain must be kept secret.
- 9.2 Once User knows or has reason to suspect that Account Credentials have fallen into unauthorized hands or are otherwise misused, it shall forthwith notify BlueBrain thereof.
- 9.3 BlueBrain is not liable for abuse of Account Credentials and may assume that a user who logs on to Galleo using Account Credentials linked to a particular User, actually is (or represents) that User.

## **Article 10: Support and Assist**

- 10.1 BlueBrain offers Support for technical issues free of additional charges.
- 10.2 BlueBrain offers also Assist as an additional paid service to help posting projects and related data.
- 10.3 Although BlueBrain will do its utmost to solve any issues, Support and Assist are offered "as is" and without any guarantees. BlueBrain cannot guarantee that any responses given or any additions made will be correct.
- 10.4 Support and Assist are solely offered through the methods of contact designated by BlueBrain.

## **Article 11: Price and payment**

- 11.1 The basic features of Galleo are provided free of charge for the Subscribed Professionals and Subscribed Associations.
- 11.2 In return for services provided based upon the Subscription Plan the Subscribed Company or Subscribed Association has subscribed to, the Subscribed Company or Subscribed Association is obliged to pay the fees agreed upon.
- 11.3 Subscribed Company or Subscribed Association shall pay all fees within 30 days after the date of invoice, except when otherwise agreed upon in writing.
- 11.4 All amounts due may not be withheld or offset by the Subscribed Company or Subscribed Association against amounts owed by BlueBrain to Subscribed Company or Subscribed Association for any reason. All fees payable to BlueBrain hereunder are non-refundable unless otherwise agreed to in writing between the parties.
- 11.5 All fees are exclusive of turnover tax (VAT) and other levies imposed by the government.

## **Article 12: Intellectual Property and indemnification**

- 12.1 Any and all Intellectual Property Rights with regard to Galleo and all related works shall vest exclusively in BlueBrain, its licensors or its suppliers. User will respect those rights.
- 12.2 Unless agreed upon otherwise, the User will only obtain a non-exclusive and non-transferable right of use for the duration of the Subscription Plan.
- 12.3 All information stored on Galleo or otherwise made available by BlueBrain to User may not be reproduced, made public or disclosed to any third party by User without prior written permission by BlueBrain, unless such disclosure is done via official features of Galleo (e.g. share an URL or use a Galleo API).
- 12.4 If there are serious suspicions that Galleo or any other materials provided to the User by BlueBrain infringe on any third-party Intellectual Property Right, BlueBrain - at its exclusive discretion – will (a) change Galleo so that such third-party Intellectual Property Rights are no longer infringed, (b) obtain a license from such third parties at its own cost with the objective that the User will be able to continue to use Galleo, (c) or offer any other reasonable solution to the User. Any other or further liability on the part of BlueBrain for violation of a third-party's Intellectual Property Rights shall be fully excluded.

## **Article 13: Term, termination and consequences of termination**

- 13.1 These Terms of Service apply for the duration the User has an Account, regardless whether or not the User is a Subscribed Company or Subscribed Association.
- 13.2 Upon expiration a Subscription Plan will automatically be renewed by 1 year terms each time unless the Subscription Plan is terminated by written notice, taking into account a notice period of three (3) months as from the expiration date.
- 13.3 BlueBrain is allowed to terminate any agreement with a User in writing (which can also mean by e-mail) with immediate effect in the event:

- a. User becomes bankrupt or insolvent and/or if the business of User is placed in the hands of a receiver, assignee or trustee, whether by voluntary act of User or otherwise; or
  - b. User enters into liquidation or shall enter into an arrangement or composition with its creditors; or
  - c. User fails to perform its obligations under these Terms of Service.
- 13.4 Upon termination - on whatever grounds and for whatever cause - all rights granted to User under these Terms of Service will expire automatically and immediately. All fees paid by the User remain due and payable. All outstanding invoices will be immediately due and payable.
- 13.5 Termination has no effect on the license provided by User to BlueBrain with regard to the User-generated Content. All User-generated Content remains available through Galleo.
- 13.6 In case of the CV-generator, termination by Subscribed Company or Subscribed Association will only affect the company-only environment. Termination has no effect on external CV environment. All User-generated CV Content remains available through Galleo until Termination of a User's Account.

#### **Article 14: Liability**

- 14.1 Without prejudice to the other provisions on BlueBrain's liability, BlueBrain's total liability for an attributable shortcoming in performing the agreement will be limited to it compensating direct damage or loss up to a maximum amount of the amounts actually paid in the preceding 12 months. Direct damage or loss shall only be:
- a. any reasonable costs that would be incurred by the User in order to have BlueBrain's performance comply with the agreement - however, such substitute damages will not be compensated if the agreement is dissolved by, or as demanded by, the User;
  - b. any reasonable costs incurred to determine the cause and extent of the damage or loss, to the extent that such determination concerns direct damage or loss within the meaning of these terms and conditions;
  - c. any reasonable costs incurred to prevent or restrict damage or loss, to the extent that the User demonstrates that such costs resulted in direct damage or loss within the meaning of these terms and conditions being contained.
- 14.2 All liability on the part of BlueBrain for consequential damage or loss, lost profit, lost savings, any decrease in the value of goodwill, damage or loss due to business interruption, damage or loss due to claims of the User's customers, data being damaged or lost and all forms of damage or loss other than those referred to in the preceding article, shall be excluded.
- 14.3 BlueBrain's liability for any attributable shortcoming in the performance of its obligations from an agreement shall always only arise if the User immediately sends BlueBrain a proper notice of default, stating a reasonable time to as yet remedy the shortcoming, and if BlueBrain still fails to properly perform its obligations after such time has elapsed. The notice of default shall contain an accurate description of the shortcoming, in as much detail as possible, enabling BlueBrain to react in an adequate manner.

### **Article 15: Processing personal data**

- 15.1 The use of Galleo and related services involves personal data being processed. BlueBrain is the party responsible for such processing (the "controller").
- 15.2 The purposes of such processing, and other information regarding such processing of personal details or other data, can be found in BlueBrain's privacy statement as published on Galleo <https://www.galleo.co/privacy-statement>
- 15.3 For those Users using the CV-generator, the following is applicable: If and when User processes the personal data further (e.g. downloading or printing the CV), the User warrants BlueBrain that it will process the personal data in accordance with applicable laws and regulations and without infringing on any right of a data subject or third party.
- 15.4 BlueBrain reserves the right to change the privacy statement to time. The latest version of the privacy statement can always be found on Galleo. The User hereby agrees to such - minor- changes, on the understanding that, if obliged by law, BlueBrain shall ask the User's permission or supplementary permission before processing the User's personal details in accordance with a new privacy statement.

### **Article 16: Applicable law and jurisdiction**

- 16.1 Only Dutch law is applicable to all Contracts and obligations that arise from them or are related to them. The applicability of the Vienna Sales Convention 1980 (CISG) is expressly excluded.
- 16.2 All disputes arising out of or related to these Terms of Service that cannot be resolved by mutual agreement, will be settled:
  - a. by the competent Dutch court in the place of business of BlueBrain if the User is located in the European Union; or
  - b. in accordance with the Arbitration Rules of the Netherlands Arbitration Institute if the User is located outside the European Union.