



Terms and Conditions

12 July, 2022

PestScan customers agree to the ICT Office Terms and Conditions, which can be downloaded from <https://pestscan.eu/terms-and-conditions-2/>. In addition, the following Terms and Conditions apply:

1. *All of our offers have a maximum validity of 30 days, unless stated differently in writing on the offer.*
2. *New functions and features produced by PestScan will be available to you free of charge and without the need to apply for it.*
3. *You can request new features and functions. PestScan will decide whether this new functionality is a free improvement of the product, or that you will be charged 50% of the cost in case the usefulness of the new function has only limited value for other customers.*
4. *All other tailor made changes will be offered to you according to our usual fees.*
5. *PestScan reserves the right to offer specific new features at an extra cost. This will never be the case with existing features that you already have been using.*
6. *All prices are exclusive VAT. Customers outside the Netherlands will or will not be billed VAT according to the tax and import rules that apply provided we have your valid VAT number.*
7. *Support that is not part of the agreement will be available at the price of our hourly working price. Support is 100 Euro per working hour and 75 Eurocents per travelled kilometer. We measure support in unities of 15 minutes. Other travelling and accommodation costs (hotel, air tickets) will be billed to you.*
8. *PestScan reserves the right to raise the monthly license fee annually with a fair percentage that is related to the inflation of the Euro.*
9. *PestScan guarantees great uptime of its cloud-based services (99% of the time). This guarantee does not cover the quality of your own internet connection.*
10. *PestScan reserves the right to install emergency updates during the night or over the weekend which may result in short unavailability of the application. Expected updates, however, will be announced ahead of time.*

What is included and excluded in the license

11. *Not included in the license fee are:*
 - *Smartphone, scanning device, PDA or any other hardware*
 - *Shipping costs of articles to your address.*
 - *Extra support costs not included in the offer.*
 - *Label printer, mobile printer, labels*
 - *SIM cards*
 - *All other costs not mentioned in the offer*
12. *Acquiring computer and software: in the vast majority of cases, you will not need to buy a computer or purchase any additional software. A modern Windows or Mac computer with a modern browser is sufficient for you and for your customers to use the PestScan program. PestScan supports these browsers: Chrome, Edge, Firefox, Internet Explorer, Opera, Safari. Other browsers are not supported but will probably function well.*
13. *In case you want to have the PestScan database and cloud services on your own server, specific restrictions and conditions apply to your server. Please get in touch with PestScan.*

Hardware

14. *You are fully responsible for any hardware purchased to use with PestScan. In some cases, PestScan will buy the hardware on your behalf and resell it to you. This should be considered a favour. The warranties that apply*



between PestScan and the hardware supplier will be exactly the same as the warranties between PestScan and you.

- 15. New batteries will have to be purchased at your own cost. This is usually not necessary during the first two years.*
- 16. In case of damage or theft you will carry the costs of replacement and loss of production time.*
- 17. In case of software errors on the device or computer that are outside PestScan's responsibility (such as damage by computer viruses or malware) you carry all costs incurred by PestScan in solving the problems.*
- 18. In case of repair, you may be unable to use your device for a certain number of days.*
- 19. Costs of shipping and handling will be invoiced to you.*
- 20. In many cases the supplier of the hardware offers Service Packs that you can purchase so you will be entitled to various benefits like free repairs or fast replacements. Please contact us for more information.*

Duration of contract

- 21. The first contract term with PestScan is always six months.*
- 22. After these initial six month, the contract will be silently extended by one month.*
- 23. Each month, the contract will be silently extended by one month.*
- 24. You can cancel your subscription in writing (paper or e-mail). You should pay the license until the end of the contract term (end of six months or end of month).*
- 25. The contract terminates on the last day of the month following the month in which you cancel.*
- 26. License fees paid by you will not be paid back by PestScan. If you pay annually and cancel in the middle of the year, you will not be refunded with the license fees of the rest of the year.*

Security of your data

- 27. PestScan promises to do all it can to prevent your data from being stolen or viewed by third parties. The only people that can view your data at PestScan are technical staff.*
- 28. You are responsible for creating a strong password to the application. If your credentials are stolen by a third party by your fault, PestScan cannot be held liable. A password representing your postal code or last name are not safe. Hackers can guess your password and then see and alter your data.*
- 29. If your password nevertheless is stolen by a third party, you must inform PestScan at the shortest notice with all proof you can collect.*
- 30. PestScan cannot be held liable for more than € 2000, - per year per customer of PestScan or € 10, - per customer of yours.*
- 31. If you or one of your customers or employees discovers a weakness in PestScan's security, you are bound to inform PestScan at the shortest possible notice. Failure to do so will indemnify PestScan for all damage.*
- 32. If you use PestScan's cloud services, PestScan will make regular backups of our data. These backups are made one time per day. In case of severe system crash of PestScan's system, you may lose data collected during the last 24 hours.*
- 33. PestScan reserves the right to use the data in its database, collected by all of its customers, for scientific or analytic purposes. Your identity and the identity of your customers will be obfuscated.*

Correctness of your data

- 34. PestScan will always make every effort to ensure that the data collected by you is displayed correctly, such that the apparent meaning of the data corresponds to the intention you had when entering it. Examples are: observation data or financial data.*
- 35. PestScan will always make every effort to ensure that the program functions correctly, such as the correct submitting of work orders from the mobile app, or the correct sending of visit reports and invoices to your customers.*



36. If this data is displayed incorrectly, for example, a percentage is displayed as a number, or a financial calculation contains an error, PestScan will solve this in the shortest possible time.
37. PestScan accepts no liability if the program exhibits deviant behavior with regard to the types of functionality listed under the above articles in this paragraph. You should regularly check the data display and correct functioning yourself and report any errors immediately to PestScan.

On-premises Server

PestScan is optimized for running on servers that are fully managed by PestScan. In exceptional cases, we will facilitate running PestScan from a server that is owned or managed by one of our customers ("your server"). Additional costs will apply. You are responsible for back-ups, security and updates to the server.

PestScan will install the required software and configure the server to the utmost of its knowledge. In case the PestScan program does not (fully) work on your own server, you are responsible for any additional costs to fix the problems. If, despite all efforts, the software cannot be made to work, you have the option of reverting back to the cloud server managed by PestScan or by cancelling the contract. In either case, all invoices sent by PestScan must be paid.

GDPR/Data Processing Agreement

By agreeing with these Terms and Conditions, you automatically agree with our Data Processing Agreement, which you can also find on <https://pestscan.eu/terms-and-conditions-2/>. You are invited to download and print that document and return a signed copy to us.

Terms and Conditions

38. PestScan reserves the right to change its Terms and Conditions at any time. The new version of the Terms and Conditions will be published on its website.
39. Your contact (offer) may contain conditions that disagree with these Terms and Conditions. In such a case, the terms in the offer prevail.

Payment

40. PestScan reserves the right to deny access to its services when you fail to pay invoices within the term specified.
41. In the case of payment arrears, PestScan may terminate your online environment and charge you all fees that would have been due to the end of the contract.
42. Any legal costs or costs for collection agencies will be charged to you.

Other situations

In any situation that the above is ambiguous or unclear about, or any situation that is not covered by the conditions above, the ICT Office conditions apply that can be found here: <https://pestscan.eu/terms-and-conditions-2/>

Dutch law is applicable to all situations.