***www.smartsoft.nl***

**WEBSITE TERMS AND CONDITIONS**

**Introduction**

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

**License to use website**

Unless otherwise stated, Smartsoft and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages or other content from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

* republish material from this website (excluding republication on social media);
* sell, rent or sub-license material from this website;
* reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
* edit or otherwise modify any material on this website; or
* redistribute material from this website, except for content specifically and expressly made available for redistribution.

**Acceptable use**

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Smartsoft’s express written consent.

You must not use this website for any purposes related to marketing without Smartsoft’s express written consent.

**Restricted access**

Access to certain areas of this website is restricted. Smartsoft reserves the right to restrict access to other areas of this website, or indeed this entire website, at Smartsoft’s discretion.

If Smartsoft provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Smartsoft may disable your user ID and password in Smartsoft’s sole discretion without notice or explanation.

**User content**

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Smartsoft a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Smartsoft the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Smartsoft or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Smartsoft reserves the right to edit or remove any material submitted to this website, or stored on Smartsoft’s servers, or hosted or published upon this website.

**Indemnity**

You hereby indemnify Smartsoft and undertake to keep Smartsoft indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Smartsoft to a third party in settlement of a claim or dispute on the advice of Smartsoft’s legal advisers) incurred or suffered by Smartsoft arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

**Breaches of these terms and conditions**

Without prejudice to Smartsoft’s other rights under these terms and conditions, if you breach these terms and conditions in any way, Smartsoft may take such action as Smartsoft deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

**Assignment**

Smartsoft may transfer, sub-contract or otherwise deal with Smartsoft’s rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

**Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

**Entire agreement**

These terms and conditions, together with our disclaimer and privacy policy, constitute the entire agreement between you and Smartsoft in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

**Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with the Netherlands law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of the Netherlands.

**Other websites**

This website contains links to other websites. Smartsoft is not responsible for the terms and conditions of any third party.

**Updating these terms and conditions**

Smartsoft may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

**Registrations and authorisations**

Smartsoft’s registered address is Stationsweg 12, 3771 VH Barneveld, The Netherlands.

Smartsoft is registered with the Netherlands Trade Register (KvK). You can find the online version of the register at <http://www.kvk.nl>. Smartsoft’s registration number is 56814119.

Smartsoft’s tax number is NL.0997.66.711.B01.

**Contact Smartsoft**

If you have any questions about these terms and conditions, please write:

* by email to [info@smartsoft.nl](mailto:info@smartsoft.nl) ; or
* by post to Smartsoft, Stationsweg 12, 3771 VH Barneveld, The Netherlands.

**Date last updated**

These terms and conditions are last updated on January 19, 2015.

**Credit**

This document was created using a Contractology template available at [http://www.freenetlaw.com](http://www.freenetlaw.com/).