

## **Conditions of Use RSM Signing Platform**

### **1. General**

For the purposes of these User Terms and Conditions, the following entities are defined as RSM: RSM Netherlands Accountants N.V., RSM Netherlands Audit B.V., RSM Netherlands Belastingadviseurs N.V., RSM Netherlands Loonadviesgroep B.V., RSM Netherlands Corporate Finance B.V., RSM Netherlands Due Diligence Services B.V., RSM Netherlands Evaluant B.V., RSM Netherlands Business Consulting Services B.V., RSM Netherlands (GRC) Consultancy B.V., RSM Netherlands IT Audit B.V. and RSM Netherlands Technology Consulting B.V.

### **2. Use**

1. The use of the RSM Signing Platform and its content is exclusively limited to the purpose of digitally signing documents provided to you by RSM via the deep link provided to you. You may only use the RSM Signing Platform on behalf of the organisation for or with whom you (are) authorised to work or, where appropriate, on your own behalf. You may not use the RSM Signing Platform for any other commercial, personal or private purposes.
2. You are solely responsible for the use of (the electronic documents placed on) the RSM Signing Platform and the manner in which the results generated by the use of the RSM Signing Platform are used.
3. You must immediately inform RSM in writing of all relevant facts and circumstances as soon as you become aware of any unauthorised use of the RSM Signing Platform.

### **3. You are not permitted under any circumstances (unless this is expressly permitted under these User Terms and Conditions)**

1. for any third party - i.e. other than yourself -, to access or use the RSM Signing Platform (this includes disclosing or sharing the electronic documents or security tokens posted on the RSM Signing Platform with any other person) or to use it on behalf of any third party. In addition, you must prevent any other unauthorised use of the RSM Signing Platform;
2. to copy, translate, modify, adapt, decompile the RSM Signing Platform, reproduce or translate the source code and/or the object code or otherwise subject it to reverse engineering;
3. to (have) remove(d), (have) interfere(d) with or to (have) circumvent(ed) technical provisions taken by RSM and/or its licensors for the protection of (the electronic documents placed on) the RSM Signing Platform;
4. a) to place digital documents and/or data on the RSM Signing Platform or  
b) by means of the RSM Signing Platform to make statements which can be considered as being in breach of the law, morality and decency, which infringe the (intellectual property) rights of RSM, its licensors and/or third parties, or  
c) to act in any other way defamatory or unlawful towards RSM and/or third parties with the use of or via the RSM Signing Platform, or  
d) to otherwise harm the rights of RSM and/or third parties. You shall indemnify RSM for all damages and claims of third parties in so far as you are unable to comply with the provisions of this article.

### **4. Prevention of threats**

You shall do all that is necessary to prevent the RSM Signing Platform from becoming infected with viruses, malware, trojan horses, DDoS attacks and/or similar threats.

## **5. Exclusion**

1. RSM does not guarantee that the results of the RSM Signing Platform, including but not limited to the generated (advanced) electronic signatures, are correct and complete and suitable for the purpose you wish to use it for.
2. RSM explicitly does not guarantee that the (advanced) electronic signatures will at all times be accepted as legally valid electronic signatures. RSM shall never be liable for damages or claims from you, the client and/or third parties based on the assertion that the electronic signature generated by means of the RSM Signing Platform is not legally valid.

You shall indemnify RSM for damages and/or claims by you, client and third parties if and to the extent that the electronic signatures generated with the RSM Signing Platform should prove not to be legally valid.

## **6. Digital documents**

1. RSM is not responsible for the correctness, validity and/or legality of the digital documents and/or data placed on the RSM Signing Platform.
2. RSM is in no way whatsoever obliged to a) check the digital documents and/or data provided by the client and b) check the lawfulness of the access by you and/or the client.

## **7. Your responsibility**

1. You acknowledge that the documents posted on the RSM Signing Platform may be confidential and you agree to respect the confidentiality of those documents. In this regard, we refer to the [RSM Signing Platform Privacy Statement](#).
2. You agree that RSM may disclose all documents on the RSM Signing Platform where and insofar as RSM is required to do so by law, (professional) regulation, (European) directive and/or other rule.
3. You acknowledge that access to the RSM Signing Platform may be suspended, restricted, denied or disabled at any time and that documents posted on the RSM Signing Platform may not be restored. You are responsible for ensuring that you keep copies of all documents posted by you.
4. In case of electronic transmission of information - including (but not limited to) tax returns, annual accounts, reports - from (and by order of) you as a client by RSM to third parties, you as a client are considered to be the party signing and sending the relevant information.
5. As a supplement to article 13 (Liability) and article 14 (Electronic communications), RSM does not accept liability for any damage caused by or in connection with (but not limited to) the electronic transmission of (electronic) annual accounts, tax returns and the electronic filing thereof by you as a client with the Chamber of Commerce and the Tax Authorities.

## **8. Liability**

You shall be liable for any damage suffered by RSM - including claims by client and/or third parties - should you violate the provisions of these user conditions, without prejudice to RSM's other rights, including the General Conditions.

## **9. Termination of access to RSM Signing Platform**

1. RSM reserves the right to terminate your access to the RSM Signing Platform for any reason whatsoever.
2. RSM is at all times entitled to immediately and without prior warning block your access to the RSM Signing Platform in the event that you abuse the RSM Signing Platform and/or fail to comply with the terms and conditions as set out in the present terms and conditions at RSM's sole discretion. In the event of a blocking as described in the first sentence of this article, RSM is never liable for any damages.

#### **10. Amendments**

RSM retains the right to amend these User Conditions. Amendments shall be implemented via the RSM Signing Platform.

Hoofddorp, 25th February 2022