



Connect, engage, empower

Plek Employee Empowerment

Terms and Conditions

Version 2.0

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Table of contents

1. Purpose of these General Terms and Conditions.....	3
2. Plek Services.....	3
3. Our Duty of Care.....	3
4. Support.....	4
5. Financial provisions.....	4
6. Termination of the agreement.....	5
7. Warranty.....	5
8. Limitation of liability.....	5
9. Service changes.....	5
10. Intellectual property rights.....	6
11. Usage rights.....	6
12. Final provisions.....	6



Plek is a SaaS solution for Employee Empowerment through reaching and actively engaging employees. With Plek, you encourage collaboration and knowledge sharing, understand what is really happening, and take targeted action.

1. Purpose of these General Terms and Conditions

In these General Terms and Conditions, we outline the agreements about Plek and provide clear guarantees. These conditions apply when you enter into a Service Agreement ("Agreement") with Plek. Both your rights and obligations and ours are addressed. These conditions also govern our liability.

Sometimes Plek is referred to as "we," "us," or "our." These conditions apply to all Plek software, products, and services, including updates, unless explicitly stated otherwise in the Agreement. In these conditions, software, products, and services are collectively referred to as "the Service."

2. Plek Services

2.1. Service Description

The functionality provided by the SaaS Service and the associated technical requirements for its use are detailed in the most recent version of the Service Description provided by Plek for the respective SaaS Service. The maintenance and support services and service levels available for the SaaS Service are further described in the most recent version of the Service Level Agreement (SLA) provided by Plek for the respective SaaS Services.

2.2. Management and Maintenance of the Service

The SaaS Services are standardized and are managed and maintained in an identical manner for all customers of Plek. Changes to the SaaS Services are documented in writing and take effect (except for urgent changes) one month after written notification. Plek will periodically release new

versions of the SLA and Service Description to document communicated changes in detail.

2.3. Modification of the Service

If a change announced by Plek removes essential functionality from the SaaS Services, which removal negatively impacts the Client's operations without providing a reasonable alternative, then the Client has the right to terminate the relevant services free of charge within 30 days of receiving the announcement of the change, by registered letter effective on the date the change would take effect. If the relevant change is necessary due to changing laws or regulations, this right of the Client to terminate the service mid-term does not apply.

3. Our Duty of Care

3.1. Handling Your Confidential Information with Care

Plek commits to maintaining the confidentiality of all information it has obtained from you in the context of entering into and executing the agreement, and which it knows or reasonably should have suspected must be treated confidentially. This obligation of confidentiality applies unless Plek is required by law and/or regulation or a judicial decision to disclose such information to a third party, and Plek cannot invoke a statutory or judicially granted right of non-disclosure.

Plek will take all reasonably necessary precautions to keep the confidential information received from you secret. Plek ensures that its staff and other individuals who are involved in any way under its supervision in the execution of the Agreement will adhere to this confidentiality obligation.

3.2. Ensuring the Security of Your Stored Information



Plek commits to carefully storing the data or information received from you. Unless there is evidence to the contrary, Plek is deemed to have fulfilled this obligation. However, you bear the risk regarding damage or loss of data or information stored at Plek or third parties, unless the damage or loss is due to intent and/or gross negligence of Plek, its management, and/or its staff.

3.3. Data Processing Agreement

Plek guarantees that it (as the Processor) will only process personal data of the Client (as the Controller) in a manner and to the extent necessary for the delivery of the Services, except when required to comply with a legal obligation resting on the Processor or to follow instructions from the Controller. The terms are laid out in a Data Processing Agreement between the Parties.

4. Support

Under various support contracts, you are entitled to online support for the use of the Service. This support is provided via an online Helpdesk, where you can submit a query by phone, email, or any other medium agreed upon. On business days, your query will be answered as well as possible within 24 hours. Only the Application Manager designated by you can ask questions at Plek's online Helpdesk. End users must direct their questions to the Application Manager unless otherwise agreed.

You cannot derive rights from information provided by the staff of the online Helpdesk. Since the staff of the online Helpdesk rely on your information and actions, the online Helpdesk of Plek is not liable for your actions.

The staff of the online Helpdesk are authorized to access (non-public) data files of yours, as far as necessary for support.

Your appeal to the service or assistance is considered:

- Your consent for the staff of the service desk to access your data files;
- Your commitment to cooperate in the execution of the work by the staff of the service desk.

Confidentiality of the data is ensured throughout this process.

5. Financial provisions

5.1. Payment

Unless otherwise agreed, you will receive an invoice from Plek quarterly in advance, which will include the license fees for the next period. The basis for calculating the license fees is the maximum number of user accounts that had access to your version of Plek in the preceding month. Should there be a substantial increase in the number of users during the invoiced period, Plek may send a corrective invoice for the additional users afterward. It is your responsibility to deactivate inactive accounts.

One-time costs are invoiced in advance after approval of the costs by the Client. Our payment term is 14 days from the invoice date. All our rates are exclusive of VAT.

5.2. Prices and price increases

The price for the Service does not include additional costs that you incur for your internet connection. Exchange rates, if applicable, are a matter between you and your bank. We may adjust the price of the Service annually based on the CPB Services Index and will inform you at least 30 days in advance.

If a specific duration applies to an offer, that price will remain in effect during that time. After the offer period has expired, the normal amount will be charged.

For periodic payments, we communicate price changes at least 30 days in advance.



6. Termination of the agreement

6.1. Termination of the service

Agreements have a duration of 12 months, starting from the subscription start date as stated in the Agreement. After this period, the agreement is automatically renewed for another 12 months unless either party terminates the agreement in writing at least 2 months before the renewal date.

6.2. Source code

Plek guarantees the continuity of the platform in the event of the service provider's bankruptcy, suspension of payments, or termination of the service for other reasons. In such cases, you will receive the so-called admin login for the system upon your first request. Additionally, you have the following unconditional rights:

- The right to make a copy of the working system, including source codes, database structures, and all your data, for your own use;
- The licensing right for unlimited use, indefinitely;
- The licensing right to make modifications for your own use, indefinitely.

7. Warranty

We offer the Service in its available form ("as is"), including any errors and as available. We cannot guarantee that the information from the Service is correct or up-to-date. You acknowledge and accept that computer and telecommunication systems are not faultless and that periods of downtime may occur. We cannot guarantee that the Service will be performed without interruptions, on time, securely, and without errors, or that data will not be lost.

8. Limitation of liability

You may only claim direct damages from Plek and our affiliated companies, resellers, distributors, or suppliers up to an amount equal to your license fees for six months. Losses are foreseeable to the

extent they could have been anticipated by both you and us at the time of entering into the Agreement. Other damages, including lost profits, consequential, special, indirect, and incidental damages, are not covered. No additional compensation for damages will be provided.

These limitations and exclusions apply to everything related to this Agreement, to the maximum extent permitted by law, including:

- The Service
- Data loss
- Data breaches
- Content (including code) on third-party websites, third-party programs, or third-party conduct accessed through the Service
- Viruses and other harmful components that restrict your access to or use of the Service
- Situations in which you allow a third party access to the Service using your Username and Password
- Incompatibility of the Service with other services, software, and hardware
- Delays or failures in starting or completing transmissions and transactions for the Service correctly or within an acceptable time frame
- Claims for breach of contract, non-compliance with warranty or conditions, strict liability, tort (including negligence or breach of statutory duty), or misrepresentation.

9. Service changes

We continuously work to improve the Service and may therefore modify the Application at any time and for any reason. You allow Plek to change or replace any part of the Application without prior permission in order to enhance the Service and provide a consistent or improved version of the functionalities. For a paid Service, we will notify you in advance of significant changes to the Service.



10. Intellectual property rights

All intellectual property rights in the Service and Application are owned exclusively by Plek and/or its licensors. The provision of the Service does not entail the transfer of copyright or any other intellectual property right in the Application. Data entered by End Users is owned by you. All configurations of the Application are the property of Plek.

You are not permitted to modify, reproduce (other than as necessary for intended use), lend, or otherwise provide to third parties any part of the Applications, software, script, or program in any way, except as necessary for the use expressly permitted by the Agreement.

When copying or otherwise reproducing the Applications, software, script, or program, you are never allowed to alter or remove any indications of authorship or the confidential nature of the Applications, software, script, or program, or any other reference to Plek.

11. Usage rights

The Service and written information provided by Plek are granted to you under a license. It is a non-exclusive and non-transferable license solely for the agreed-upon use of the specified Service within your organization. Any other use requires an additional Agreement to be made.

Plek retains the right to sell or publish the work or the Service elsewhere.

12. Final provisions

These General Terms and Conditions supersede all previous versions. Should any provision of these General Terms and Conditions be declared invalid by a court ruling, all other provisions will remain in effect.

You consent to Plek using your organization's name in press releases or product brochures to indicate that you are a customer of Plek.

Plek reserves the right to amend these General Terms and Conditions. Changes also apply to agreements already concluded. In such cases, the changes will be announced in writing in an appropriate manner well in advance. Changes will take effect 30 days after their announcement, or on a later date specified in the announcement.