

## **Access to the Customer Portal and Users**

- To be able to use the customer portal, the Client must use their log-in data to gain access to it.
- The Client accepts and agrees that Baker Tilly (Netherlands) N.V. (further mentioned as Baker Tilly) stores log-in data (email address and mobile phone number) in order to allow access to the customer portal.
- The Client themselves are responsible for keeping the log-in data for their account confidential. If the Client knows or suspects that their log-in data have gotten into the hands of unauthorised persons, they must immediately inform Baker Tilly of this, while remaining obligated to take effective measures themselves such as, for example, changing the log-in data. The Client therefore accepts and agrees that they are responsible and liable at all times for the use of the customer portal by third parties using the former's log-in data. The Client indemnifies Baker Tilly against all loss and costs resulting from and/or related to third-party use of the customer portal using the former's log-in data.
- With the log-in data, the Client has access to an administrative account with which they can manage their personal environment and create accounts for individual users. For example, the Client can set the options and limitations of the users, all of this within limit set by Baker Tilly.
- The Client ensures that the users act always in accordance with that stipulated in these Terms of Use. The Client is therefore personally liable for the approval of the individual users and all use by the users of the customer portal. The Client will take appropriate measures to detect and, if possible, prevent abuse. The Client indemnifies Baker Tilly for all loss due to unauthorised action by or on behalf of the Client or by individual users.
- The Customer indemnifies Baker Tilly for all third-party claims based on the claim that the client's or the users' use of the customer portal is in any way unlawful and all claims of third parties because of the non-fulfilment of the terms of use by the Client or users.
- Without prejudice to the other provisions of these Terms, the activities in the context of the customer portal, including the use of the customer portal by the Client and users, is not:
  - a. Based on untruths and/or misleading;
  - b. Hurtful, defamatory, offensive, racist, discriminatory or hateful;
  - c. Erotic or pornographic;
  - d. Does not contain hyperlinks, torrents or similar information that the Client knows or ought to know refers to material that infringes third-party rights;
  - e. Does not consist of the dissemination of personal data of third parties without their permission or through necessity or the transmission of unwanted commercial, charitable or idealistic communication;
  - f. Does not contain viruses, Trojan horses, worms, bots or other software that may damage or disable or inaccessible computer works or make them inaccessible, could delete them or are meant to circumvent technical protective measures for the service and/or software;
  - g. Does not consist of the use of any tools and/or solutions (proprietary or from third parties) to the extent that these are intended to take over any content or in any way spider, scrape, scan or otherwise unlawfully use and/or view this;
  - h. Does not consist of the use of the customer portal for purposes other than

those described in the agreement;

i. Does not unreasonably or disproportionately make use of the customer portal or hinder the functionality of the customer portal;

j. Is, in the opinion of Baker Tilly, in violation of public decency or good taste;

k. Is in violation of these terms of use, the agreement or any applicable law and/or regulation;

l. Infringes upon rights of Baker Tilly and/or third parties, including but not limited to intellectual property rights and privacy rights;

m. Is in any way, otherwise unlawful; or

n. In any way harms the interests and good name of Baker Tilly.

- Baker Tilly reserves the right to abridge, modify, refuse or delete content from the customer portal if this is necessary in the opinion of Baker Tilly, without this in any way leading to any rights to damages and/or liability on the part of Baker Tilly.
- If Baker Tilly is informed by a third party of unlawful content or if there is potentially criminal content, Baker Tilly is also authorised to pass on the personal data of the Client or user to the third party or the competent authorities. In such an instance, Baker Tilly will inform the Client of this fact, unless Baker Tilly is prohibited by law from doing so.
- Every use of the service is fully for the account and risk of the Client.