Terms and conditions for SYNDA

The service "SYNDA" is offered over the internet in the form of Software-as-a-Service by the company Lucrasoft Solutions B.V.

The use of SYNDA is subject to the below terms and conditions. Using SYNDA constitutes acceptance of these terms and conditions.

Deviations from these terms and conditions is possible only by means of written confirmation by Lucrasoft Solutions B.V.

Article 1.   Use of the service

1.1.   SYNDA is a Value-Added Network (VAN), a private, hosted service that provides companies with a secure way to send and share data with its counterparties.

1.2.   To use SYNDA, you must sign the contract and return this on paper or digitally to Lucrasoft Solutions B.V.

1.3.   You must secure access to your account using the username and password against third parties. You must keep the password strictly confidential. Lucrasoft Solutions B.V. may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are liable for these actions, unless and until you have notified Lucrasoft Solutions B.V. that someone else knows your password.

Article 2.   Terms of use

2.1.   It is not permitted to use SYNDA for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous or racist.

2.2.   Should Lucrasoft Solutions B.V. discover that you violate any of the above, or receive a complaint alleging the same, then Lucrasoft Solutions B.V. may intervene to end the violation.

2.3.   If in the opinion of Lucrasoft Solutions B.V. the continued functioning of the computer systems or network of Lucrasoft Solutions B.V. or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, Lucrasoft Solutions B.V. may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.

2.4.   Lucrasoft Solutions B.V. is at all times entitled to file a criminal complaint for any offenses committed through or using the service.

2.5.   Lucrasoft Solutions B.V. may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless Lucrasoft Solutions B.V. from all third-party claims arising out of your violation of these terms of use.

Article 3.   Availability and maintenance

3.1.   Lucrasoft Solutions B.V. guarantees availability of service 99,9% of the time.

3.2.   Lucrasoft Solutions B.V. actively maintains SYNDA. Maintenance can take place at any time, even if this may negatively impact the availability of the service. Maintenance is announced in advance whenever possible.

3.3.   Lucrasoft Solutions B.V. may from time to time adapt SYNDA. Your feedback and suggestions are welcome but ultimately Lucrasoft Solutions B.V. decides which adaptations to carry out (or not).

Article 4.   Intellectual property

4.1.   The service SYNDA, the accompanying software as well as all information and images on the website is the intellectual property of Lucrasoft Solutions B.V. None of these items may be copied or used without prior written permission of Lucrasoft Solutions B.V., except and to the extent permitted by mandatory law.

4.2.   Information you store or process using the service is and remains your property (or the property of your suppliers or licensors). Lucrasoft Solutions B.V. receives a limited license to use this information for the service. You can cancel this license by removing the information in question and/or terminating the agreement.

4.3.　　　The limited right of use as referred to in article 4.2. assumes a retention period of 7 days after completion of a message and / or saga. If a message and / or saga is not transferred successfully, a retention period of 30 days applies for analysis and improvement of the service, after which the information is deleted.

4.4.　　　Lucrasoft Solutions B.V. shall refrain from accessing data you store or transfer using SYNDA, unless this is necessary for a good provision of the service or Lucrasoft Solutions B.V. is forced to do so by law or order of competent authority. In these cases, Lucrasoft Solutionstal B.V. shall use its best efforts to limit access to the information as much as possible.

4.5.　　　Lucrasoft Solutions B.V. has the right to analyze anonymized SYNDA META data, including, but not limited to, dates, quantities of messages as well as sender and recipient, with the aim of further developing the service and optimizing the (user) experience. Lucrasoft Solutions B.V. will not share this data with other parties.

Article 5.　Compensation for the service

5.1.　　　There is a monthly fee associated with the use of SYNDA. This fee is always invoiced in advance per month and has a payment term of 21 days.

5.2.　　　The monthly fee may be indexed yearly according to the calculations of the CBS (The Dutch Central Bureau of Statistics).

Article 6.　Limitation of liability

6.1.　　　Except in case of intentional misconduct or gross negligence the liability of Lucrasoft Solutions B.V. shall be limited to the amount paid by you in the one month prior to the moment the cause of the damage occurred.

6.2.　　　Lucrasoft Solutions B.V. in no event is liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption.

6.3.　　　Damages may only be claimed if reported in writing to Lucrasoft Solutions B.V. at most two months after discovery.

6.4.　　　In case of force majeure Lucrasoft Solutions B.V. is never required to compensate damages suffered by you. Force majeure includes among other disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

Article 7.   Term and termination

7.1.   This agreement enters into force as soon as you first use the service and then remains in force until terminated.

7.2.   A notice period of 1 month applies to the service.

7.3.   Lucrasoft Solutions B.V. can temporarily stop the service in case of payment arrears of three months. Prior to this, a reminder will be sent to the email address associated with the account. If the payment is not made after this, the service will be switched off for new applications. In case of payment arrears from six months, Lucrasoft Solutions B.V. unilaterally terminate the agreement and accounts will be deleted.

7.4.   Please note, it is not possible to export all your data from SYNDA.

Article 8.   Changes to terms

8.1.   Lucrasoft Solutions B.V. may change or add to these terms and conditions as well as any prices at the start of a new payment period (as defined in 5.1).

8.2.   Lucrasoft Solutions B.V. shall announce through the service changes or additions at least thirty days before their taking effect.

8.3.   If you do not want to accept a change or addition, you can terminate the agreement until the date the changes take effect. Use of SYNDA after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

Article 9.   Miscellaneous provisions

9.1.   Dutch law applies to this agreement.

9.2.   Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with SYNDA shall be brought before the competent Dutch court for the principal place of business of Lucrasoft Solutions B.V.

9.3.   For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the SYNDA service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.

9.4. The version of any communication of information as recorded by Lucrasoft Solutions B.V. shall be deemed to be authentic unless you supply proof to the contrary.

9.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.

9.6. Lucrasoft Solutions B.V. is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of SYNDA or the associated business activities.

9.7. On all agreements of Lucrasoft Solutions B.V. the NL Digital Terms 2020, registered at court Midden-Nederland, and Data Processing Agreement apply. These terms can be downloaded from: NL Digital Terms and Conditions 2020.

The Data Processing Agreement can be downloaded from: Lucrasoft Solutions B.V. Data Processing Agreement.