

## Conditions for use

These Conditions for Use relate to the use of Grant Management System (GMS) by Dutch Heart Foundation (DHF) as defined below.

We advise you to read these Conditions for Use carefully so you are aware of your rights and responsibilities when you use GMS. You can download and print these Conditions for Use via the login screen of the GMS.

### Article 1 Definitions

1.1 The capitalized terms listed below have the following meaning in the Conditions for Use:

Account: the personal environment which is created by the User when he registers for GMS and to which the User obtains access after entering his Login Details;

Application: the registration of a project proposal, written request for financial support from DHF, in GMS;

Conditions for Use: these conditions for use;

DHF: Dutch Heart Foundation;

GMS: the Grant Management System of DHF;

Login Details: The username (e-mail address) and password which the User provides when creating his or her Account and with which the User gains access to his or her Account;

Material: all information provided, changed or uploaded by the User in the GMC;

Privacy Statement: the privacy statement of DHF available via the login screen of the GMS;

User: a person that is using GMS and/or has created an Account for the use of GMS.

### Article 2 Applicability

2.1 The Conditions for Use apply to each and every use made by the User of GMS.

2.2 DHF is at all times authorised to amend or supplement these Conditions of Use. The most up-to-date Conditions of Use can always be found on the website. The amended or supplemented Conditions of Use will be brought to the User's attention during the User's use of the GMS. If the User continues to use GMS after these Conditions of Use have been amended or supplemented, by such action the User irrevocably accepts the amended or supplemented Conditions of Use.

### Article 3 Access to and availability of GMS

3.1 The User accepts that GMS contains only the functionalities and information that he or she finds at the moment of use ("as is" basis). Except as expressly provided in these Conditions for Use, DHF makes no warranties of any kind, whether express, implied, statutory or otherwise, including but not limited to any warranties of merchantability or fitness for a particular purpose, quality, safety, integrity or accuracy of GMS.

3.2 DHF may at all times (i) make functional, procedural or technical changes or improvements to GMS and (ii) (temporarily or permanently) take out of service, restrict the use of or terminate one or more competitions and/or User Accounts on GMS.

3.3 DHF is in no way whatsoever liable, or liable to pay compensation to the User for any damage arising out of or resulting from GMS (temporarily) unavailable or for failures or outages of GMS.

#### **Article 4 Your use of GMS**

- 4.1 Each and every use of GMS by the User is for the risk and responsibility of the User. The User is liable for and indemnifies DHF completely against any damages and costs which DHF suffers or makes as a result of (i) an attributable breach of the Conditions for Use by the User, (ii) an (alleged) infringement of Intellectual Property Rights by the User, (iii) any use the User makes of GMC or (iv) an unlawful act. All costs and damages that in any way relate to such a claim will be reimbursed by the User.
- 4.2 The User is solely responsible for information provided. User ensures that all information is at all times accurate and up-to-date. The User can update information in the Account.
- 4.3 The User is responsible for maintaining secrecy with regard to the Login Details for his Account. As soon as the User knows or has reason to suspect that his Login Details have come into the hands of unauthorized persons, the User must inform DHF of this without delay, without prejudice to his own obligation to immediately take effective action, such as modifying his Login Details.
- 4.4 The User is not permitted to use GMS:
- in a way that infringes on the rights of DHF and/or third parties, including – but not limited to – intellectual property rights or privacy rights;
  - in any manner that is defamatory, harassing, libelous, threatening, discriminating, obscene, false, misleading or otherwise unlawful;
  - in any manner that is likely to damage, disable, overburden GMS or interfere in any way with the use GMS by others;
  - to introduce any malware or other malicious activity;
  - in a way that harms the interests and reputation of DHF.
- 4.5 If a User wants to terminate use of the GMS, a User can delete his or her Account from the GMS. DHF will delete all data connected to this Account, with the exception of data that DHF must retain for the purpose of managing your grant or other grounds. More information on retention terms can be found in the Privacy Statement. The Privacy Statement is available via the login screen of the GMS.
- 4.6 If a User is of the opinion that certain Material infringes his or her rights and/or the rights of other Users or a third party the User is invited to notify the DHF via: [privacy@hartstichting.nl](mailto:privacy@hartstichting.nl).

#### **Article 5 Data protection**

- 5.1 By registration, providing Login Details, submitting an Application and by otherwise using GMS, the User will provide personal data to DHF. This personal data will be processed in accordance with the Privacy Statement and the applicable data protection legislation such as the General Data Protection Regulation. The Privacy Statement is available via the login screen of the GMS.
- 5.2 User guarantees that the Application is in accordance with applicable data protection legislation such as the General Data Protection Regulation as far as personal data of other data subjects are included in the Application. User guarantees that these data subjects are timely and adequately informed of the processing of their personal data in the course of managing your Application by DHF and User guarantees that a valid legal basis allows for the processing by DHF for the purpose of managing the Application.

#### **Article 6 Miscellaneous**

- 6.1 The Conditions for Use and the use of GMC is subject to Dutch law.
- 6.2 To the extent that national or international rules of law do not prescribe mandatory conditions to the contrary, any and all disputes arising from or related to the Service or the Conditions for Use will be brought before the competent court in The Hague.
- 6.3 DHF may transfer the rights and obligations arising from these Conditions for Use to a third party.
- 6.4 If at any time any provision of these Conditions for Use is or becomes illegal, void or invalid for any reason whatsoever, such invalidity shall not affect the validity of the remainder of the Conditions for Use and such invalid provision shall be replaced by such other provision which, being valid in all respects, shall have effect as close as possible to that of such replaced one.
- 6.5 If you have any questions, you can contact DHF via: [privacy@hartstichting.nl](mailto:privacy@hartstichting.nl).