

Privacy Policy for Anywhere365 WebAgent

This Privacy Policy covers the use of all products, websites, and services (“Services”) provided by Workstreampeople B.V. or any of its affiliates (“Workstreampeople”, “we” or “us”) in connection with and/or through the Anywhere365 WebAgent functionality (collectively herein referred to as: “Application”). This document describes in detail your rights and our rights relating to the Application and (if appropriate) provision of the Services, so please review this Privacy Policy carefully.

Structure and Contact Information

This Privacy Policy is part of, and incorporates, all the definitions, terms, conditions, and remedies of the Terms of Use. Your consent to the Terms of Use includes your agreement to this Privacy Policy. If you have any questions, please send your inquiries to privacy@workstreampeople.com, subject: support of privacy policy. We will aim to respond to you within 30 days from receipt of the request.

Capitalized terms that are not otherwise defined in this Privacy Policy have the meaning given to them in the [Anywhere365 Terms and Conditions](#). If you do not have the authority to bind your employer or other entity, or do not agree to be bound by these Terms of Service, or this Privacy Policy, do not accept them, do not install the Application and do not access or use the Services, including our website.

Note that if you do register for or otherwise use the Application you shall be deemed to confirm your acceptance of this Privacy Policy and your agreement to be a party to this binding contract.

Your Privacy and Content.

By using our Application, you acknowledge, accept and agree with this Privacy Policy that is specific for Anywhere365 WebAgent as well as our general [Privacy Policy](#) which is incorporated herein by reference. For more details please see our website. This Privacy Policy describes the types of data we collect from you in connection with the Application and how we generally use your personal data, and the legal bases we have to process your personal data.

This Privacy Policy furthermore covers, without limitation, the use and treatment of the text, images, and other (personal) data you choose to input, upload, or store while using the Application (collectively, “Content”).

Content Liability and Our Rights

We shall have no responsibility or liability for any Content. You agree to indemnify and defend us against all claims arising out of or based upon your Content. No link(s) may appear on any Content or other materials you control that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Application. You agree to immediately remove all links to our Application upon such request.

We also reserve the right to (i) amend this Privacy Policy as described in more detail below and (ii) revoke your (access) rights to use the Services in case you are not compliant with this Privacy Policy, and (iii) elect not to accept, post, store, display, publish or transmit any Content in our sole discretion, and (iv) make changes to your Content as are necessary to conform and adapt that Content to achieve interoperability including meeting the technical requirements of connecting networks, devices, services or media.

Content License

You retain copyright and any other rights you already held in your Content before you submitted, posted or displayed it on or through the Application. You will grant us a limited license, as described below, so we can make your data accessible and usable. In order to enable us to operate the Application or (if appropriate) provide the Services, we must obtain from you certain limited license rights to process your Content that is covered by intellectual property rights so that technical actions we take in operating the Services are not considered legal violations. For example, copyright laws could prevent us from processing, maintaining, storing, backing-up and distributing certain Content, unless you give us these rights. Accordingly, by using the Application and uploading Content, you are granting us a license to display, perform and distribute your Content and to modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) and reproduce such Content to enable us to operate the Application and provide (if appropriate) the Services.

You agree that these rights and licenses are royalty free, transferable, sub-licensable, worldwide and irrevocable (for so long as your Content is stored with us), and include a right for us to make such Content available to, and pass these rights along to, others with whom we have contractual relationships and solely for the purpose of operating the Application or (if appropriate) providing the Services, as well as otherwise permitting access to or disclose your Content to third parties if we reasonably determine such access is necessary to comply with legal obligations.

If you elect to use any third party service or application that is integrated with the Application or (if appropriate) Services, you also agree that the licenses granted to us in the preceding paragraph shall apply to Content that is submitted or uploaded through such third party service or application. If the third party service or application you elect to use would access or extract Content, you grant us the right and license to enable third party access to and extraction of your Content. We do not assume any responsibility for, or liability on account of, the actions or omissions of such third party applications or service providers.

As we rely upon your rights to upload and distribute your Content, you represent and warrant to us that (1) you have the unfettered legal rights and authority to submit your Content to us, to make any other use, publication or other distribution of that Content in your use of the Application, and to grant the rights granted to us under this Privacy Policy; and (2) your Content complies with the requirements of this Privacy Policy.

Information License

Without prejudice to your rights in the Content (if any), Workstreampeople and/or our licensors own the intellectual property rights for all information provided by us on or via the Application ("Information"). Once your account is created and you accept this Privacy Policy, we grant you a limited, non-exclusive license to use the Information (provide on or via the Application) and (if appropriate) the Services. You may view and/or print pages from the Application for your own personal use subject to your compliance with this Privacy Policy and for so long as you are entitled to receive the Services.

You must not:

1. Republish material from the Application
2. Sell, rent or sub-license material from the Application
3. Reproduce, duplicate or copy material from the Application
4. Redistribute content from Application (unless content is specifically made for redistribution).

Disclaimer

All information provided by us is wholly indicative, for discussion purposes only and does not represent an offer or invitation, professional advice or any kind of service. Although we have obtained the Information provided from sources that should be considered reliable, it cannot and does not guarantee that the Information provided on or via this Application is correct, complete, and up-to-date. The same applies for all Information accessible via any third-party links used on the Application.

We cannot and do not guarantee that the Information does not contain errors or omissions nor that it will remain accessible without interruption. To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our Application and (if appropriate) your use of this Application (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

1. limit or exclude our or your liability for death or personal injury resulting from negligence;
2. limit or exclude our or your liability for fraud or fraudulent misrepresentation;
3. limit any of our or your liabilities in any way that is not permitted under applicable law; or
4. exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this section and elsewhere in this Privacy Policy are subject to the preceding paragraph and govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, irrespective of the legal basis (contract, tort, breach of statutory duty or otherwise) for such liabilities.

To the extent (the Information on) the Application or (if appropriate) Services are provided free of charge, we will not be liable for any loss or damage of any nature. All other commercial offerings for Workstreampeople products and services are and remain subject to separate terms and a valid agreement.

Governing Law and Disputes.

1. If you are located in the United States, all matters arising from or connected with this Application, are governed by New York state law, excluding the United Nations Convention on the International Sale of Goods ("CISG"), conflict of law rules and choice of law principles that provide otherwise.
2. If you are in a country outside the United States, all matters arising from or connected with this Application, are governed by the laws of the Netherlands, excluding CISG, conflict of law rules and choice of law principles that provide otherwise.
3. Any dispute between you and Workstreampeople about your use of this Application shall exclusively be submitted to the courts of New York if you are in the United States. In all other cases, such dispute shall be exclusively settled by arbitration in The Hague, The Netherlands, in the English language in accordance with then existing Rules of Conciliation and Arbitration of the International

Chamber of Commerce (“ICC”) by 1 (one) arbitrator to be selected in accordance with the said rules. The parties request the ICC Court of Arbitration to attempt to appoint an arbitrator who is knowledgeable in the area of information technology; if no such arbitrator can be appointed, the normal appointment process shall apply. The award rendered therein shall be final and binding upon the parties to such arbitration proceedings.

4. You acknowledge and agrees that any copying or use of the Application or Information other than as expressly permitted by this Privacy Policy would result in irreparable injury to us for which money damages would be inadequate and in such event submission to arbitration shall not preclude our ability, in addition to other remedies available at law and in equity, to immediate injunctive relief to prevent any such unauthorized use.

Updates to Privacy Policy

1. We may modify or update this Privacy Policy from time to time to reflect the changes in our business and practices, and to keep up with any new compliance requirements. When we change the policy in a material manner, we will update the ‘last modified’ date at the bottom of this page, post a notice on our website or the Services and/or reach out to you via email or otherwise. The most up-to-date version can always be found at www.workstreampeople.com.

Last Updated: April 23th, 2020

[V1.0]