



# RECOVERY VAULT

Secured with confidence

## TERMS AND CONDITIONS V1.1



## 1. Introduction

Welcome to Recovery Vault BV ("we," "us," "our"). By using our managed application available on the Azure Marketplace, SaaS services, consultancy services, training, and workshops (collectively, "Service"), you agree to comply with and be bound by the following terms and conditions ("Terms"). Please review them carefully. If you do not agree to these Terms, you should not use our Service.

## 2. Definitions

**Service:** The managed application provided by Recovery Vault BV on the Azure Marketplace, SaaS services, consultancy services, training, and workshops.

**User:** Any individual or entity that uses our Service.

**Content:** Any data, information, text, graphics, or other materials uploaded, downloaded, or appearing on the Service.

**Account:** The account created by the User to access and use the Service.

## 3. Acceptance of Terms

By accessing and using the Service, you affirm that you are at least 18 years old, have the legal capacity to enter into these Terms, and agree to comply with them.

## 4. Changes to Terms

We reserve the right to modify these Terms at any time. We will provide notice of any changes by posting the new Terms on our website and/or within the Service. Continued use of the Service after any such changes constitutes your acceptance of the new Terms.

## 5. User Accounts

### 5.1 Account Creation

To use our Service, you must create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information as necessary.

## 5.2 Account Security

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use or suspected unauthorized use of your account.

# 6. Use of the Service

## 6.1 License

We grant you a non-exclusive, non-transferable, limited license to use the Service in accordance with these Terms.

## 6.2 Restrictions

You agree not to:

- Use the Service for any illegal or unauthorized purpose.
- Modify, adapt, hack, or reverse engineer the Service.
- Use the Service to transmit any viruses or malicious code.
- Violate any applicable laws or regulations in connection with your use of the Service.

## 6.3 Availability

We strive to ensure the Service is available at all times, but we do not guarantee uninterrupted or error-free operation. We may suspend or discontinue the Service at any time without notice.

# 7. Fees and Payment

## 7.1 Pricing

The pricing for the Service is as set forth on the Azure Marketplace and our website for SaaS services, consultancy services, training, and workshops. We reserve the right to change our pricing at any time. Any changes will be communicated to you in advance.

## 7.2 Payment Terms

You agree to pay all fees associated with your use of the Service in accordance with the payment terms specified on the Azure Marketplace and our website. Failure to pay fees when due may result in the suspension or termination of your account.

## 8. Intellectual Property

### 8.1 Ownership

All intellectual property rights in the Service, including but not limited to software, content, and trademarks, are owned by Recovery Vault BV or its licensors. Your use of the Service does not grant you any ownership rights.

### 8.2 User Content

You retain all rights to any Content you upload or transmit through the Service. By uploading or transmitting Content, you grant us a non-exclusive, worldwide, royalty-free license to use, store, and process your Content for the purposes of providing the Service.

## 9. Confidentiality

We will maintain the confidentiality of your confidential information and will not disclose it to any third party except as required by law or as necessary to provide the Service.

## 10. Data Privacy

Your use of the Service is subject to our [Privacy Policy](#), which is incorporated into these Terms by reference. Please review our Privacy Policy to understand how we collect, use, and protect your personal data.

## 11. Disclaimer of Warranties

The Service is provided "as is" and "as available" without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that the Service will meet your requirements or that its operation will be uninterrupted or error-free.

## 12. Limitation of Liability

To the fullest extent permitted by law, Recovery Vault BV shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your use or inability to use the Service.



- Any unauthorized access to or use of our servers and/or any personal information stored therein.
- Any interruption or cessation of transmission to or from the Service.
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service by any third party.
- Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service.

## 13. Indemnification

You agree to indemnify and hold Recovery Vault BV, its affiliates, officers, agents, employees, and partners harmless from any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with your access to or use of the Service, your violation of these Terms, or your infringement of any intellectual property or other rights of any third party.

## 14. Termination

We may terminate or suspend your account and access to the Service at our sole discretion, without prior notice, for conduct that we believe violates these Terms or is harmful to other users of the Service, us, or third parties, or for any other reason.

## 15. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict of law principles. You agree to submit to the exclusive jurisdiction of the courts located in the Netherlands to resolve any dispute arising out of these Terms or the Service.

## 16. Miscellaneous

### 16.1 Entire Agreement

These Terms constitute the entire agreement between you and Recovery Vault BV regarding your use of the Service and supersede any prior agreements between you and Recovery Vault BV.

## 16.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

## 16.3 Waiver

No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and Recovery Vault BV's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

## 16.4 Assignment

You may not assign these Terms or any of your rights or obligations under these Terms without our prior written consent. We may assign these Terms at any time without notice to you.

# 17. Additional Services

## 17.1 SaaS Services

Our SaaS services are subject to the same terms and conditions as outlined above. Specific terms related to our SaaS offerings, including service level agreements and support, will be provided separately.

## 17.2 Consultancy Services

Our consultancy services are provided on a time-and-materials basis or as otherwise agreed in a separate statement of work. Consultancy services are subject to the availability of our consultants and may require a separate agreement.

## 17.3 Training and Workshops

We offer training and workshops to help you better understand and utilize our Service. These sessions may be provided in-person or online and are subject to availability. Specific terms and conditions for training and workshops will be provided at the time of booking.

If you are interested in training and workshops, please read these [specific terms and conditions](#) carefully.

## 18. Contact Information

If you have any questions about these Terms, please contact us at:

Recovery Vault BV

Provincialeweg 138, 4909 AM, Oosteind

[info@recoveryvault.net](mailto:info@recoveryvault.net)