

## Foundation for Market Information Research

### SOMI App Terms and Conditions

#### Terms & Conditions - Consumers

#### **1 Welcome**

Welcome to the app of the Market Information Research Foundation (SOMI or foundation). Complete your registration so you may discover all the features of our app.

At SOMI we want to use this app to make it possible for you to make all your personal data collected by others available for your own use. We never have access to any of your personal data, because it is stored encrypted as soon as it is received. Only you have access to it and only you can manage and use that data (including selling, renting or making it available to third parties, whether or not for a fee).

We are a non-profit foundation. With the proceeds of this app we want to protect the data autonomy and privacy for all European citizens.

Our office is located at the Mr. G. Groen van Prinstererlaan 88A (1181 TR) in Amstelveen. Our postal address is: PO Box 59692 (1040 LD) Amsterdam. We are registered with the Amsterdam Chamber of Commerce under number 66169208.

Dutch law applies to our foundation and our agreements.

#### **2. Our services**

With this app we automate your rights under the General Data Protection Regulation (GDPR).

Via the app you instruct us to perform the following services on your behalf and to perform the following actions at third parties on behalf of you and our foundation:

##### *Request Information (collect)*

When you instruct us to perform this service, we will ask the data processor (a company or institution of your choice) that may collect or have collected personal data from or about you, to upload this data to our app so that you have safe and complete access to it.

##### *Retrieve and Check (collect & investigate )*

With this service, we not only check whether data has been collected about you, but also whether these activities meet GDPR requirements. For example, whether or not too much data is collected on you and if such data collection activities comply with the publicized privacy regulations of the data processor.

Where reference is made here to 'your data', you can also read the data of, for example, any minors for whom you are legally responsible.

##### *Request and Erase ( collect & erase )*

With this service you not only request all data from the organization of your choice; but we also request the data processing entity to delete this data after we have requested it for you, so that your data no longer remains in their databases. We may do this by repeating your removal request from time to time. You thus become the exclusive owner of your own personal data.

The GDPR has a number of exceptions to the obligation to comply with such a request. For example, if the data is necessary for the execution of any agreement, they may/must be kept. However, if this is not the case, we will ensure that this data will not be stored or edited by this organization at any later date.

#### *Take part in a collective action*

From time to time we organize actions that are carried out collectively, for a group of participants. This could be, for example, a request on behalf of a group of app users to delete data at a company. But it is also possible that we take collective legal action to protect your (GDPR) rights. You can then participate in this, whether or not to claim compensation in the event of GDPR violations. We will always ask you for explicit permission prior to undertake any legal action.

When you open and use our app, it is always free of costs. Data processors are required by law to comply with your requests and in most cases may not charge you for this. You can discontinue use at any time and have your data removed from our systems. This will only change if we clearly ask for a fee. In that case, you can first buy tokens from us via the app (the HT tokens or HT or tokens) that you can exchange, so that you can use our paid services. You can also earn tokens, for example by making someone else a user or by reporting a data breach to us.

The entire list of features that cost or yield tokens is posted on the site and updated from time to time.

We believe it is better to make it clear that our labour-intensive services are not free; our app and our services and their security simply cost money. After all, 'free' services are usually a trick in which you become the product of others. With our app you are the client and customer; your data is and remains your property, which you can use and manage as you see fit.

### **3. Identity Verification**

Because we operate on the basis of your legal rights as a consumer, and can also represent you in court, it is necessary to check your identity and determine whether the correct person is giving us instructions. After all, you do not want others to gain access to your secure online environment (your 'account') at SOMI, in which a lot of your personal data may also be stored.

Our general terms and conditions (the conditions) and our cookie as well as our privacy policy (the regulations) also apply to the use of the app and the account. You can find these separately on our site. They are updated from time to time and only the version posted online is valid.

You can open 1 account with us. In the future, you will also be able to give instructions and request data from and on behalf of persons of whom you are a legal representative. If we know or suspect that you may have access to more than 1 account, we may (temporarily) block or close all these accounts. If we are unable to establish your identity properly, you will no longer have access to personal data or other secure parts of the app or the account(s).

We can therefore ask for identification at any time, especially in the event of irregular or suspicious behavior. If we continue to have doubts about the user or the use of our systems, we may eventually close the affected account(s) permanently.

The account is linked to the SOMI app on your smartphone. If you lose your phone or delete the app, you may also lose access to your account. If this happens, we can't always completely fix it for you.

Please fill in the registration procedure truthfully. More information about the process can be found on our site and the introduction to the app. You are eligible for full use of the app when:

- Personal data from or about you is processed within the European Economic Area (EEA).
- You are older than 18 years or if you have received permission from your legal representative if you are a minor.
- You have truthfully completed the registration process and have provided us with all requested information (including documentation and electronic signature).
- You only use the app and the account for yourself and/or the persons of whom you are a legal representative.
- We have not previously closed or blocked your account for any reason.

We are always free in our policy not to accept certain persons or assignments for any reason. We are not obliged for these reasons to always or completely share with you, now or in the future.

#### *minors*

If you are not yet 18 years old and you want to open an account, you can:

Download and install our app and follow the registration process. We will send you a message with the request for additional information, especially with the request to indicate who your parent or other legal guardian is.

As a minor, your legal representative is legally responsible for your assignments and actions. That is why we are obliged to ask him or her for permission for your registration. To get approval, we will send an approval request to your legal representative. In some cases, we may ask for proof that your legal representative is legally mandated to represent you.

#### *Permission*

By approving your registration, your representative gives you complete permission to independently use the app, the account and all associated services. In that case, we cannot guarantee the data that you as a minor will then be able to see, because we never have access to that data ourselves. Your legal representative remains (legally) responsible for your use of the app and the account and the management of your personal data and can always withdraw his consent. When your legal representative withdraws his consent, our agreement with you automatically ends and you can no longer use our app. Your legal representative can then always take over your account and view the data stored in it as if they were his/her own.

We are constantly developing our app. This means we may add new features from time to time, as well as block, change or remove features.

#### **4. Using the app and the account**

Due to applicable laws and regulations, we need to know who uses our services. This means that we must identify you when you open your account and that your account is personal, so that you only use it (for) yourself.

You can authorize another person to use your account on your behalf. Then that authorized person will have access to all personal data stored in your account as if it were his/her own personal data. Do not allow anyone else to use your account on their behalf or anyone else's. Remember that you remain responsible for any (unlawful) use of your account.

Please stop using a multi-person account if:

- The owner of a shared account is no longer authorized to represent anyone else;
- You yourself as an account user become legally incapacitated; or
- If the co-user of the account has died.

You are and remain entirely responsible for the use of a suitable smartphone and internet connection and for the continued good use of our services with your security particulars (especially your login name and password and identification via your telephone). The use of hardware, software or services of third parties is and remains your own choice and risk.

Use the app and account in such a way that you do not offend or hurt others, or infringe their rights or their use of the app and account.

#### **5. Assignments to SOMI**

##### *General*

We only carry out assignments after you have given us your approval via our app and we are thus authorized the assignment. To give an assignment, log in to the app or to your account and press the approval button. For security reasons, we will sometimes ask you to confirm your approval with an extra action, for example by entering a verification code.

Once you have given us an order, it will be forwarded immediately. You can therefore no longer retrieve or correct them. This may become possible in the future with the further expansion of our functionalities. You are and will always remain responsible for checking whether your order to us is correct before sending it.

With the SOMI app and account you can buy tokens to use our services. The price for these tokens may vary from time to time. There may also be differences in prices in different countries and currencies for the same amount of tokens or for the same services. In this way we make it possible for everyone to manage their own personal data themselves.

#### *DPE Database*

We maintain a database of data processors ('*Data Processing Entities*' or DPE's) located or performing activities within Europe (the EEA). This database is updated with data from public sources and according to our app users, who can also earn tokens with those entries. You can also enter data processors yourself and then request data from them via our app.

Sometimes we are forced to reject a request if we do not receive the required information about the data processor, such as the (contact) details of the responsible data officer (the '*Data Processing Officer*' or DPO) affiliated with a DPE.

Also keep in mind that not all organizations may be added as data processors. The GDPR excludes certain groups of data processors from the scope of this legislation, such as security services and a number of other processors of your personal data at the government or with government tasks or activities.

## **6. Payments for our services**

You can earn or purchase tokens via the app and via the account to pay for the various services that we perform for you. The terms and conditions of the app store from which you downloaded the app also apply to purchases made via our app. This also includes the conditions for repayment ('refund') of payments and reimbursement of tokens.

The app store service providers never have access to your personal data, because it is stored encrypted elsewhere.

Based on the refund conditions of the app stores, you can always cancel your order within 14 days, after which we will refund the payment to the account of origin. This arrangement also applies to the purchase of:

- Subscriptions or bundles of tokens or services;
- Automatic renewal of services or subscriptions.

If you have authorized us to make payments and a payment does not go through for whatever reason, you always have at least two weeks to arrange the payment before we change the service for that reason.

When there is a service on trial or trial period, you will always be informed in advance when that free service or period without payments will end. When you want to renew, you will always be asked for a payment in advance. So you will never have to deal with unexpected costs or bills.

## **7. Manage your personal data**

You manage your own personal data in your own account. It is therefore your own responsibility to handle this wisely. In the future, we want to expand the functionality of our app and your account in such a way that you can also request compensation from other entities, companies or organizations that want to use your personal data.

Only use your own personal data or that of the people for whom you are responsible and do not engage in activities with it that could be considered abusive, illegal or harmful to our good name/reputation.

If you no longer wish to use your account, you can easily remove all your personal data from your account. Make sure to delete the app and all your information about your account whenever you permanently change smartphones or device.

Using your account is free and comes with the app. We can only charge fees for this if you are going to store a lot of personal data in the account. You can then always choose to store your data elsewhere.

### *Privacy*

For several services – for example for checking your ID or for services of third parties that are provided via our app – we may be obliged to share data about you or about your service provisions with these third parties. From time to time we may contact you about this through various communication channels, including email and in-app push notifications. This may include sending you marketing messages. You have the right to opt out of receiving these marketing messages at any time.

### *Changes and Termination*

We may block, restrict, suspend, or terminate the use of your account if you violate your agreements with us or other relevant agreements. In doing so, we maintain a fair use policy (*'fair use policy'*) that we may update from time to time.

Please note, we may decide to terminate our relationship with you if we find that you are violating our fair use policy. We may do this at any time, even if we initially permitted or did not act upon your conduct.

In some cases we can step on the brakes and refuse an assignment due to the management of your personal data. We will do this in case:

- Your assignment is incomplete or unclear;
- There is a suspicion of fraud, abuse or other irregularities;
- The law or a court order prohibits us from performing the assignment;

- A recipient of personal data is not GDPR compliant or is located outside the EEA; or
- If you do not keep your agreements with us.

If the situation permits, we will inform you of the non-execution of assignments and the reason for this.

Send us a message via the chat function in the app or mail to [info@somi.nl](mailto:info@somi.nl) if one of the above cases has occurred. We will continue to fulfill any orders we receive from you until we have received and processed such notification.

## **8. Information**

To enable us to comply with applicable laws and regulations and to provide our services to you, we may need information from you from time to time. We request that you provide us with any information we request and that you always provide us with complete and accurate information. Has anything in your personal life changed (for example, you moved?): It always remains your responsibility to let us know as soon as possible.

We are not liable for the consequences if you have provided us with incomplete or incorrect information, or if you have not kept us informed.

You can keep us informed via the app or the account or by email. The use of the chat is not suitable for that. We will not use letter mail to contact you. We also do not provide data from or to you via WhatsApp or telephone. Are you not sure whether a message was really sent by us or did you not receive an email from us? Then inform us as soon as possible via the chat.

## **9. Safety**

As part of our due diligence, we are also obliged to investigate unusual (transactional) behavior with regard to the data processors we work with. You are obliged to cooperate with these investigations and we expect you to provide us with all relevant information that we need. A refusal to cooperate may eventually lead to your account being closed.

To ensure the security of your account, we will never be able to:

- View your personal data (except for the personal data we have to use ourselves to offer and use our app and account);
- Change your security information, such as your login particulars, authentication method and/or permissions.

Check our app regularly, especially when receiving push notifications, for important messages from us regarding information we need from you or about your account and security. Check the overviews on your account regularly (at least once every two weeks). Let us know via chat if you notice an error or irregularity. We can also allocate tokens for this if our services can be improved as a result.

We are authorized to correct mistakes or errors without your permission and can reverse incorrect orders or actions. We are also authorized to reverse actions resulting from orders given by unauthorized persons or persons without legal capacity.

## **10. General safety**

We urge you to always take all necessary measures to prevent unauthorized access/use of your account and app and the personal data you collect with it. To help you keep your use of our services safe, we have established a number of security guidelines, below are the most important, which should always be followed:

- Keep login codes and other security features strictly to yourself, do not share them with anyone else and never use them anywhere other than in our official apps or in our official web interface/account;
- Make sure that your payment instruments for purchasing tokens are not used by anyone other than yourself;
- Make sure all your devices are properly secured;
- Use the latest versions of our app and keep the operating system of the computer you are using clean (no pirated software) and up to date;
- When using the app or your account in a public place, look over your shoulder to make sure unauthorized persons aren't watching;
- Check your account at least every two weeks;
- Inform yourself about common (online) scams, such as phishing ;
- Always report irregularities to us immediately and in that case also follow our instructions, if any.

We will never ask you for your login codes or other security particulars by telephone, e-mail or Whatsapp. If you receive communications from or about us that you do not trust, please contact us via chat. If you receive communications from a phone number or email address that is not on our site but that the user claims to be from us, please do not click on any links or provide any personal information or your app details through such links and report it immediately to us.

Be aware of phishing. Do not click on links you do not recognize and never enter your details on websites you are not familiar with.

## **11. Duty of care**

### *General*

In your own interest and that of others, we expect you to use our products and services with care and to refrain from misuse. By misuse we mean illegal acts, violating these Consumer Terms and Conditions, our General and Cookie Terms and Conditions and our Privacy Regulations, and all acts that SOMI (with SOMI's activities, objectives and plans or ambitions), the participants in our actions or the data processors we cooperate with in any way.

Your duty of care therefore includes the following:



- Provide complete and accurate personal information and ensure that this information is kept up to date;
- Please check your account regularly and notify us immediately if you encounter anything unusual or encounter any other problems;
- Follow the security guidelines and use common sense when using your account, the app, the chat function or any other SOMI service or product.

### *App*

Our app is intended for normal individual and collective use of our GDPR and legal services, so we expect you to use the app only for that purpose. As a non-profit foundation for collective action and legal compliance, we are required to monitor the use of your app and your account. If the use of our facilities is not in accordance with the intended purpose and we decide that this is beyond our risk appetite, we may decide to close your account (immediately) without any liability or obligation on our part.

### *Account*

Our account/web application is also only intended for normal use. Handle it with care. It is your responsibility to use our application and your account securely. Make sure that when you use your account in a public place, others cannot see or record your screen when you are logging in, for example. Also check the URL before entering your login details to make sure it's our secure website. We advise you not to use any public devices to log in to your SOMI account. If you do, make sure to sign out of your account and close all related browser windows and tabs that were active while using the app or account.

## **12. Suppliers**

We work with various software suppliers and collaboration partners to provide GDPR- and legal services and their security. We carefully select these parties and check, among other things, whether such a party is fully GDPR compliant, and can remain so in the future.

We can temporarily stop certain services of ourselves or of third parties, for example for inspection or maintenance. We can do this without you being able to hold us liable for it. You also cannot demand that we start offering the service again at a certain time.

## **13. Death**

We request that you notify us as soon as possible of the death of a SOMI app user you know. We will immediately stop executing any pending deletion orders once we have been notified, unless we cannot reasonably prevent the execution of an order.

To guarantee the privacy of our users, we cannot provide information about (legal) acts and transactions that took place before the user's death.

## **14. Termination**

As a user you can cancel the service via the choices in the menu. We will then first check your identity and cancellation to ensure that the correct person makes the intended cancellation. After cancellation, the service ends within three working days, any credit in tokens will then be converted into EURO and refunded to the account of origin.

You remain a user of services for as long as you wish or until we decide to say goodbye to you. In some cases, we may wish to terminate the agreement on our part. For example, in the event that we stop offering a certain service or functionality in the future. We can cancel such service with a notice period of two months.

In some situations, we may want to immediately block your access to our app and/or terminate the agreement. We can do this in case:

- You do not comply with these consumer terms and conditions and the documents referred to therein;
- We are legally obliged to do so;
- become insolvent, or we suspect that you are becoming insolvent or the subject of any insolvency proceedings;
- You are no longer authorized to manage your account independently, for example if you have been declared legally incompetent, are under administration, or if you are no longer legally authorized to act for any other reason;
- you die;
- You have provided us with incorrect information, failed to inform us or when you failed to cooperate with any of our investigations involving you;
- We know or suspect that you are using (or have used) our services for commercial, religious or political third-party services, fraudulent or illegal activities, tax evasion, activities contrary to public order and/or public decency or any other abuse;
- We have reason to believe that you have allowed someone else to access and use your account;
- You violate an agreement you have with us; or
- Our research has shown that our risk profile in relation to any of your actions or omissions has changed or may change in the future.

We may terminate our agreement(s) without any liability or obligation to you. When an agreement (for whatever reason) thus ends, all rights and licenses granted by us to you will immediately expire, and your access to our app will be blocked.

## **15. Disclaimer**

### *Account*

Your account is yours and yours alone. This means that only you may use it, unless expressly stated otherwise. You are responsible for keeping your account safe and for whatever happens to your account. In other words, you are liable for damage caused with your account and/or resulting from non-compliance with the regulations and obligations due to the use of your account and the SOMI app.

Do you know or suspect that someone else has access to your account, or have you noticed something strange? Then let us know as soon as possible via the chat. You are liable for the consequences until you contact us. In the event of misuse or unauthorized use, you must also inform the police or, in the event of a data breach, the data officer of a data processing institution concerned. If you act fraudulently, you will be liable for all losses on your account. If you act without reasonable care and cause problems as a result, you could be held liable.

### *Liability*

We are not liable for damage or loss caused by:

- Interruptions to our services;
- Fulfilling our legal obligations or other mandatory requirements;
- Blocking your account;
- Abnormal and unforeseen circumstances beyond our control.

We are liable for damage caused by our intent or gross negligence. Our liability does not extend beyond the direct damage, so we accept no liability for indirect damage such as loss of profit.

### *The app and our services*

Downloading, installing and using our app is at your own risk. We do not guarantee the functioning of the app and the correctness of data or information provided through our app or in any of the accounts.

Our services contain content from third parties. The content thereof is entirely the responsibility of such third party(ies). It is not allowed to infringe on intellectual property of our foundation or of third parties without the permission of the owner.

### *Evidence*

We rely on our own administration to determine all our rights and obligations towards you. We also use this as proof, unless you can demonstrate that our administration contains errors.

In our terms and conditions we say that we can, may, or will perform certain actions in certain situations or if we deem it necessary, for example that we will block an account if we suspect fraud. When you accept our terms and conditions, you give us permission to do so.

## **16. Use of personal data**

As a foundation that focuses on your personal security and data autonomy, we want to offer you the freedom to use your personal data the way you want to. But we also have an obligation to prevent abuse of legal provisions. To limit the risk of abuse, we ask you to adhere to the following 'fair use' limits:

Our systems are only intended for normal day-to-day management of your data and we therefore ask you not to use your account (mainly, regularly or structurally) for the following activities with a higher risk:

- Blocking or complicating the work of data processors;
- Send data to high- risk countries or countries where personal data is not handled securely, in principle all countries outside the European Economic Area (EEA).

This list of activities is not exhaustive. This means that we may also terminate your account if we notice other anomalous behavior on your account that we have reason to believe is high risk. We assess this on a case-by-case basis.

### **17. Transfer or merger**

We, as a foundation, could rearrange or transfer our organization or our services in a different way in the future. If this happens, we may transfer all or part of our agreements (our rights and obligations) to another organization.

### **18. Complaints**

Do you have a complaint or comment? Please contact us via the chat, our employees will be happy to help you. Information about our complaints procedure can be found on our website.

In the event of a complaint, you may also be able to contact an authority or organization in the country where you live, such as the applicable Data Protection Authority ('DPA'). On request we can give you more information about the possibilities.

### **19. Changes**

In some situations it may be necessary for us to change these terms and conditions. For example, we may need to change arrangements when we release a new app functionality. Changes will take effect two months after they are posted on our site. Changes related to a new position, or changes that must be made for legal reasons, will take effect immediately. If you do not agree with the amended terms, please stop using our services and terminate the agreement (you then have the right to cancel with immediate effect). By continuing to use our services, you accept the amended terms.

### **20. Language**

We will always communicate with you in English or in Dutch, unless otherwise agreed or when our app provides other options. We may ask you to translate (at your expense) documents that are not in English or another language approved by us. The translation must be done by someone we approve.

### **21. Other provisions**

These Consumer Terms of Use with our General-, Privacy- and Cookie Terms and Conditions apply to your personal account, the use of our app and (to the extent relevant) to all other services and products that we provide to you. Any other agreement is only valid if we expressly and in writing agreed thereto.

Your rights and obligations under these terms and the agreement are not transferable without our prior consent.

We also offer our own services for data processing organizations! For more information, check out our website and app to learn how to get started. Please note that to use our services for data processing entities, you accept our separate DPE Terms and Conditions.

We use English translations of our Dutch terms and conditions. There may be minor differences between the Dutch and English versions. In case of contradictions or differences between the English and Dutch versions, the Dutch version takes precedence over the English version. On request, we can always send you both versions or you can find them on our website.

A court may rule that any part of these terms or the agreement is void, invalid or ineffective. In that case, the remaining parts will not be affected and will remain in effect. Otherwise we would have to conclude an entirely new agreement. The invalid portion will be amended to the extent necessary to eliminate the invalidity.

The titles and headings in these terms and conditions have no meaning. The examples are not intended to provide a complete list of features/applications; other possibilities/applications may exist.

Our failure to enforce a provision at any given time does not mean that we cannot and will not enforce it later.

## **22. Applicable law**

This Agreement shall be governed by and construed in accordance with the laws of The Netherlands. However, the mandatory consumer protection laws of the country where you reside will remain valid/applicable. All disputes, disputes or claims will be settled exclusively by the competent courts in Amsterdam (The Netherlands) or by a court in your place of residence.

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UK version – Consumers – June 2022