General Terms and Conditions
InControlRating B.V.

Section 1 - Introduction

Who we are

We are InControlRating B.V., our chamber of commerce number is 68310854 and our legal seat is in the Netherlands. From now, we refer to ourselves as ICR.

What do we do

We offer software through our website https://routeicr.com. We call this SaaS, short for Software as a Service. In addition we offer related services.

SaaS and related services

We provide our SaaS and related services on the basis of these terms and conditions. The plans and reports you create through the software are prepared with the utmost care, but we do not guarantee:

- That the plans and reports you create through the software are error-free;
- That the plans and reports you create through the software are suitable for your actual situation.

For whom?

These terms and conditions apply to:

1. You as a customer;
2. To ICR.

Questions?

Do you have questions about these terms and conditions or our SaaS and related services? Please contact us through support@incontrolrating.com.

Section 2 - Definitions

1. Agreement
   The Agreement (including these General Terms and Conditions) between ICR and Licensee pursuant to which ICR provides Services to Licensee.

2. ICR
   In these General Terms and Conditions, “ICR” means the private limited company InControlRating B.V.

3. Licensee
   The (legal) party with whom ICR has entered into an Agreement.

4. Services
   The services to be provided by ICR, as described on https://routeicr.com, including providing access to and use of the SaaS via a browser, solely for the purpose of implementing and maintaining the Step-by-Step Plan.

5. Step-by-Step Plan
   The step-by-step plan managed by Licensee based on the SaaS.

6. System
   Equipment, software (including the program code for the Step-by-Step Plan), cloud space and the website managed by ICR with which it provides the Services to Licensee.

Section 3 - SaaS & Licensee

1. Use of SaaS

   a. The Agreement between ICR and Licensee is concluded by clicking on the payment button in the last step of the registration process on the website of https://routeicr.com. The Agreement is also concluded when Licensee provides payment details by e-mail.

   b. ICR has the right to refuse a potential Licensee without giving any reason.

   c. Licensee is responsible for the use and security of its account. This is including any users invited by the Licensee (collectively referred to as "Users" within these General Terms and Conditions).

d. Your account is strictly personal. Please keep your account information and password confidential. You are liable for all actions taken after logging in with your account information.

e. Without the permission of ICR, Licensee is prohibited from transferring the username(s) and password(s) provided by ICR to third parties.

f. ICR representatives have access to your account if necessary to provide our services.

g. We have the right to (temporarily) block an account. We do this if we have reasonable suspicion that your account violates the law or these general terms and conditions and in case of payment arrears.

h. You can delete your account by sending an e-mail to support@incontrolrating.com. Terminating your account will in no way terminate or suspend your payment obligations to us.

2. Subscription licenses and termination

a. We offer various subscription licenses for using the SaaS services.

b. ICR shall be the exclusive owner of all existing and future intellectual property rights, such as copyrights, trademark rights, design rights, patent rights, source code and know-how, which rest on or arise from the System and related software.

c. All intellectual property rights relating to software, websites, data files, equipment, training, testing and examination materials or other materials such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof, developed or made available to Licensee under the Agreement, shall remain exclusively with ICR, its licensors or its suppliers.

d. ICR grants Licensee a non-exclusive, non-transferable, non-pledgeable and non-sublicensable right of use with respect to the System. The right of use commences upon the conclusion of the Agreement and only for the term of the Agreement. Licensee cannot claim the intellectual property rights referred to in Section 3, Article 2b. The obligation to make available by ICR and the right of use of Licensee extend exclusively to the so-called object code of the software. Licensee's right of use does not extend to the source code of the software. The source code of the software and the technical documentation created during the development of the software will not be made available to Licensee, even if Licensee is prepared to pay a financial compensation for this.

e. The right of use is not transferable. Licensee is not permitted to sell, lease, sublicense or make the right of use available to a third party in any way or for any purpose whatsoever.

f. Licensee may only use the right of use for its own business activities.

g. Licensee shall not remove or modify any indication(s) concerning the confidential nature or concerning copyrights, trademarks, trade names or any other intellectual property right from the software, website, data files, equipment or materials.

h. Licensee shall refrain from modulating, adapting, further developing or reverse engineering the intellectual property.

i. Users are responsible for ensuring that their use of the SaaS and related services complies with all applicable local, national, and international laws and regulations, including but not limited to laws related to data protection, privacy, and the processing of personal data.

j. Users must ensure that their collection, use, and processing of data through the SaaS does not violate any legal obligations, including but not limited to the General Data Protection Regulation (GDPR) or other relevant privacy laws applicable in their jurisdiction.

k. ICR does not monitor the compliance of data processing activities performed by Users and is not liable for any breaches of data protection laws that occur as a result of Users' actions. Users are solely responsible for any legal consequences arising from their data processing activities.

l. ICR makes every effort to make the Services continuously available, but does not guarantee that the Services are available at all times. We ask you to inform us immediately if the System has a malfunction, such as an error message or a failure of a functionality. You can do this by sending an e-mail to incident@incontrolrating.com.

m. ICR will use its best efforts to perform its Services with care. All ICR Services are performed on the basis of a best efforts obligation.

n. ICR reserves the right to make changes to the Services and the System. ICR will use reasonable efforts to provide advance notice of changes that limit the core functionality of the Services and the System, unless this is not reasonably or technically possible.

o. ICR may expand the Services and/or the System with modules that contain new functionalities. Modules that are offered to new users for a fee do not automatically fall within the scope of the Agreement. If Licensee wishes to use these modules, he must make further arrangements with ICR.

p. ICR does not guarantee the recovery of corrupted or lost data in all circumstances. This does not affect ICR's obligations regarding data security, availability and recovery under applicable law and the Data Processing Agreement.

q. Licensee is responsible for downloading and retaining copies of the information it wishes to preserve through the reporting and download functionalities available within the SaaS. This does not affect ICR's obligations to implement appropriate technical and organizational security measures, including measures relating to data availability and recovery where required under applicable data protection law and the Data Processing Agreement. ICR is not obliged to perform data conversion unless expressly agreed in writing.

r. When entering into the Agreement, Licensee must provide the correct, current and complete (address) details that are requested from Licensee during the registration process. Licensee must report changes to these (address) details as soon as possible via the ICR back office.

s. All subscriptions we offer are subject to an initial term of one month. You can cancel your subscription after this term by following article 2.u.

t. It is not permitted to terminate the Agreement prematurely and reclaim any amounts already paid. After the end of the contract period, it is possible to terminate the Agreement.

u. The termination of the Agreement must be received by ICR at least 72 hours before the expiration of the contract period. If this is not the case, the current Agreement will be automatically extended. You cancel by sending an email with this request to support@incontrolrating.com.

v. If you change your package to another package then an initial contract term of 1 month applies again.

w. Complaints do not suspend Licensee's payment obligations.

x. Because ICR uses automatic debit with subscriptions, the Client has the option to reverse a debit. Please note that an unauthorized reversal incurs charges. We charge the administrative costs incurred with a maximum of € 40 excluding VAT per reversal. We therefore ask you not to reverse a debit, but to contact support@incontrolrating.com if you disagree with a debit.

y. Upgrade and downgrade of subscription licenses

If the Licensee changes its subscription license during a current contract period, the following applies.

An upgrade of the subscription license may take effect immediately and grants the Licensee direct access to the functionalities of the higher subscription license. Amounts already invoiced for the current contract period will not be recalculated. An upgrade results in a new initial contract period of one (1) month, commencing at the start of the next contract period, against the rates applicable to the upgraded subscription license.

A downgrade of the subscription license may only be requested if no upgrade has taken place during the current contract period. A downgrade shall never take effect during a current contract period and will only become effective as of the contract period following the then applicable contract period. Amounts already invoiced shall not be refunded or offset.

3. Warranty

a. Content such as texts on web pages, blogs and newsletters are compiled with the utmost care, but we do not guarantee that they are without errors.

b. ICR is not liable for errors resulting from incorrect or incomplete information provided by you while answering the questions.

c. Defects in the security of the information stored by Licensee on ICR's systems and defects resulting from actions by Licensee himself or by other licensees or internet users, as a result of changes in dial-up numbers, login procedures, account and/or e-mail address or other changes, are not covered by the warranty and are at the expense and risk of Licensee.

4. Data Retention and Deletion

a. During the term of the Agreement, ICR shall process and store data entered by Licensee for the purpose of providing the Services, in accordance with the Agreement and, where applicable, the Data Processing Agreement.

b. During the term of the Agreement, Licensee may access and download information through the reporting and download functionalities available within the SaaS. Licensee is responsible for downloading and retaining the information it wishes to preserve before the Agreement ends.

c. As part of the Agreement, ICR provides a limited data retention service to enable possible account reactivation for a maximum period of three (3) years following termination of the subscription. By entering into the Agreement, Licensee expressly instructs ICR, in its capacity as Processor, to retain the relevant data solely for this purpose, subject to the Data Processing Agreement. Licensee may withdraw this instruction and request earlier deletion.

   The purpose of the reactivation retention service is to preserve the organizational information, settings and work previously entered or developed by Licensee within the SaaS, enabling Licensee to resume its use of the platform without having to recreate that information following reactivation.

d. During the agreed reactivation period, retained data shall be subject to appropriate security measures and restricted access. The data shall not be used for marketing, analytics, AI-supported functionalities or other unrelated purposes.

e. Licensee may withdraw its reactivation instruction and request earlier deletion of the retained data. The return or deletion of personal data processed on behalf of Licensee shall be governed by the Data Processing Agreement. Any applicable legal retention obligations remain unaffected.

f. Upon expiry of the agreed reactivation period, or where deletion is required under the Data Processing Agreement, ICR shall delete the relevant data from active systems. Residual copies in back-ups shall be handled in accordance with documented retention and deletion procedures and applicable data protection law.

5. Conflict of interest

a. When you use the software, ICR does not investigate whether there is a potential conflict of interest between you and other clients of ICR. This is also not necessary, as we are not advising you in person, and therefore, we cannot be confronted with conflicting interests.

Section 4 - Related services

1. Professionals
    a. Our professionals are employed by ICR or persons affiliated with us.
    b. You always give an assignment to ICR and not to an individual professional.

Section 5 - Provisions

1. Rates
    a. All prices communicated by us are exclusive of VAT and expenses.
    b. In all cases, ICR is entitled to adjust the agreed price by means of an e-mail to Licensee, taking into account a period of thirty (30) days.
2. Payments
    a. The license fee (subscription fee) will be invoiced in advance of the period.
    b. Payment of the license fee must be made within seven (7) days after the invoice date, if no payment method based on direct transfer is used (iDeal, PayPal, Credit Card, etc.).
    c. Without prejudice to its other rights under the law or the Agreement, in the event of late payment, ICR shall be entitled to suspend the Services without being liable to the Licensee for any compensation for costs or damages.
3. Confidentiality
    a. We will keep all your confidential information confidential. By "confidential information" we understand, among other things, any information that you have indicated is confidential.
4. Advice
    a. All advice given by ICR, shared knowledge and communications and statements provided by ICR from Services provided by ICR are entirely without obligation and are provided by ICR as non-binding information. ICR does not provide any guarantee in this regard.

b. ICR is not liable for any direct or indirect damage, in whatever form and for whatever reason, resulting from the provision of information and/or advice by ICR. Licensee indemnifies ICR against all claims by third parties, unless there is intent or gross negligence on the part of ICR.

5. Force majeur

a. ICR shall not be obliged to fulfil one or more obligations, including any statutory and/or agreed warranty obligation, if it is prevented from doing so as a result of force majeure. Force majeure shall also include:

- a shortcoming of external (hosting) providers, data storage or telecommunication services and other suppliers of ICR;
- interruptions or malfunctions in the power and/or telecommunication facilities;
- impediments as a result of the hardware and software used by Licensee or the technical infrastructure used by it;
- strikes;
- fire;
- accident or illness of personnel
- Denial of Services (DoS) attacks;
- problems unforeseen by ICR and any other circumstance that is not exclusively dependent on the will of ICR;
- general transport problems;
- epidemic or pandemic;
- force majeure of suppliers of ICR;
- government measures.

b. If the force majeure situation has lasted longer than sixty (60) days, Licensee shall have the right to terminate the Agreement without ICR being liable for any compensation for costs or damages. In that case, what has already been performed under the Agreement shall be settled proportionally, without the parties owing each other anything else.

c. If ICR is prevented from fulfilling the Agreement due to restrictions or impediments or other forms of force majeure, it shall be entitled to suspend the performance of the Agreement. In that case, Licensee shall not be entitled to compensation for damages, costs or interest.

6. Liability

    a. ICR's liability shall in all cases be limited to the total amount charged to you in the previous 3 months by ICR. Certain types of liability however are excluded, such as user-provided errors. Persons affiliated with ICR shall in no event be liable. Nothing in this provision shall exclude or limit any liability that cannot lawfully be excluded or limited under applicable law, including applicable data protection law.

    b. Users have seven (7) days to notify ICR in writing once they become aware of an issue. A claim lapses if users don't do so.

    c. Deficiencies in any form in the services of third parties, such as our external (hosting) providers, data storage or telecommunication services and other suppliers of ICR, are not attributable to ICR and ICR is not liable for the damage caused by these deficiencies. This provision does not affect ICR's statutory obligations or its responsibilities concerning subprocessors under the Data Processing Agreement.

    d. Use of Artificial Intelligence (AI)

        - ICR makes use of artificial intelligence (AI) technologies and algorithms to provide insights, predictions, and recommendations within the SaaS and related services.
        - Any output generated by AI is intended solely as supportive information. ICR cannot guarantee that such results are complete, correct, or error-free. The user remains fully responsible for any decisions taken on the basis of AI-generated output.
        - For AI-supported functionalities, ICR may process relevant customer information, including business information and personal data, and share such information with carefully selected AI service providers, including Anthropic (Claude). This processing is subject to applicable data protection legislation and, where relevant, the Data Processing Agreement.
        - The use of AI-supported functionalities and any associated processing of personal data shall be governed by the Agreement, the Data Processing Agreement and applicable data protection law. Acceptance of these General Terms and Conditions does not, by itself, constitute consent under the GDPR where such consent is legally required. The limitations concerning the accuracy and reliability of AI-generated output remain applicable to the extent permitted by law.

7. Idemnification

    a. You indemnify ICR against all claims of third parties that are in any way related to the performance of the Services, including possible costs (such as those of legal assistance), unless it is established that the claim is a result of a professional error made by ICR.

8. Validity

    a. These General Terms and Conditions apply to all offers and legal relationships of ICR and to all Agreements concluded with ICR whereby ICR supplies Services of whatever nature and under whatever name to Licensee.

    b. The applicability of any purchasing or other conditions of Licensee is expressly rejected.

    c. Licensee enters into this Agreement in its capacity as a business.

    d. Licensee is not entitled to transfer the rights and obligations under the Agreement to a third party, including entities within the group of which Licensee is a part, without the prior written consent of ICR. ICR is entitled to transfer the rights and obligations under the Agreement to third parties. Licensee hereby grants its consent to such a transfer.

    e. ICR is entitled to unilaterally change the content of these General Terms and Conditions. Changes will be announced in writing or by e-mail and will enter into force fourteen (14) days after announcement, or on another date stated in the announcement.

    f. If Licensee does not wish to accept the changes to the General Terms and Conditions, he has the right to terminate the Agreement as of the date on which the changed conditions come into effect without ICR being liable for any costs or damages. The paid subscription fee will be refunded pro rata.

    g. Notwithstanding anything else in this Agreement, the following obligations shall survive the termination of the Agreement:

        - outstanding claims
        - intellectual property rights
        - liability

h. If any part of these general terms and conditions is void or subject to nullification, that does not change the validity of the rest of these general terms and conditions or the agreement to which they apply. The void or annulled part shall be replaced by a provision that follows as closely as possible the content of the void provision.

9. Privacy

a. ICR processes personal data in accordance with applicable data protection legislation and its Privacy Statement, which is available on the ICR website. ICR acts as Controller for personal data processed for its own purposes, including account administration, billing, marketing and website operation. Where ICR processes personal data on behalf of Licensee within the SaaS, ICR acts as Processor in accordance with the Data Processing Agreement.

b. Licensee is responsible, as Controller, for determining the purposes and lawful basis of the processing of personal data it enters into or processes through the SaaS. ICR remains responsible for fulfilling its own obligations as Processor under applicable data protection law and the Data Processing Agreement.

c. If this is necessary for the performance of the Agreement, Licensee will, upon request, inform ICR in writing about the manner in which Licensee performs its obligations under the legislation in the field of protection of personal data.

d. Licensee indemnifies ICR against claims from persons whose personal data are registered or processed in the context of a personal registration that is maintained by Licensee or for which Licensee is otherwise responsible under the law.

e. Licensee is fully responsible for the data processed by Licensee using an ICR Service. Licensee warrants to ICR that the content, use and/or processing of the data is not unlawful and does not infringe any rights of a third party. Licensee indemnifies ICR against any legal claim by a third party, on any grounds whatsoever, in connection with this data or the performance of the Agreement.

The indemnities in this Article do not apply to the extent that a claim arises from ICR's own breach of applicable data protection law or its obligations under the Data Processing Agreement.

f. To the extent that ICR processes personal data on behalf of Licensee within the meaning of the General Data Protection Regulation (GDPR), such processing shall be governed by the Data Processing Agreement included as Appendix 1 to these General Terms and Conditions, which forms an integral part of the Agreement.

10. Data breaches or security incidents

    a. ICR shall take all reasonable technical and organizational measures to protect the personal data processed under the Agreement. However, ICR cannot guarantee that data will be 100% secure.

    b. In the event of a data breach or other security incident that results in accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data, ICR will inform Licensee as soon as possible after becoming aware of such an incident.

    c. ICR shall provide Licensee with all necessary information about the breach, including (where applicable) the nature of the breach, the personal data affected, the likely consequences, and any measures taken to address the breach.

    d. Licensee is responsible for notifying the relevant supervisory authorities and affected individuals, where required by law. ICR will assist Licensee in fulfilling this obligation to the extent reasonably possible.

    e. Licensee agrees to maintain security measures to protect its own data and to immediately inform ICR of any suspected breach of Licensee's account.

    f. Licensee acknowledges that ICR is not responsible for any loss or damage resulting from unauthorized access to Licensee's account due to failure on Licensee's part to safeguard login credentials or use adequate security measures.

11. Applicable law and competent court

    a. These general terms and conditions and all legal relations with ICR are subject to Dutch law.

    b. In case of any disputes, the court in Amsterdam shall have exclusive jurisdiction.

Appendix 1
Data Processing Agreement
InControlRating B.V.

- integral part of the Agreement between ICR and Licensee -

Article 1 – Roles

For personal data processed within the SaaS platform:

- Licensee acts as Controller.
- ICR acts as Processor.

For personal data relating to account management, billing, marketing and website use, ICR acts as Controller as described in the Privacy Statement.
This Data Processing Agreement governs the processing of personal data by ICR on behalf of Licensee. In the event of a conflict concerning such processing, this Data Processing Agreement shall prevail over the General Terms and Conditions.

Article 2 – Purpose of Processing

Processor processes personal data solely for:

- Providing access to and use of the SaaS platform;
- Hosting and storage of data;
- Technical support and maintenance;
- AI-supported functionalities as described in the Agreement.

No independent purpose applies. Processor shall process personal data only on documented instructions from Controller, including with regard to transfers of personal data to a third country or international organization, unless otherwise required by applicable law. The Agreement, this Data Processing Agreement and any subsequent documented instructions constitute such instructions.

Processor shall immediately inform Controller if, in its opinion, an instruction infringes the GDPR or other applicable data protection provisions, unless prohibited by law from doing so.

Article 3 – Categories of Data

Depending on Licensee use, data may include:

- Identification data
- Contact details
- Business-related personal data
- Employee data
- Other personal data entered by Licensee

Processor does not determine content. The categories of data subjects may include Licensee's employees, representatives, customers, suppliers and other individuals whose personal data Licensee enters into the SaaS.

The nature of the processing may include collection, recording, organization, storage, retrieval, consultation, use, transmission where necessary for the Services, restriction and deletion.

The subject matter and purpose of the processing are the provision and operation of the SaaS and related Services as described in the Agreement. The duration of the processing is the term of the Agreement and, during the reactivation retention period instructed by Controller under Article 4.

Article 4 – Duration

Processing takes place during the term of the Agreement and, where applicable, during the limited reactivation retention period described below.

By entering into the Agreement, Controller expressly instructs Processor to retain the relevant data for a maximum period of three (3) years following termination of the subscription, solely to enable possible account reactivation. This constitutes a limited, continuing processing service governed by this Data Processing Agreement.

During the reactivation retention period, Processor shall apply appropriate security measures and restrict access to the retained data. The data shall not be used for unrelated purposes, including marketing, analytics or AI-supported functionalities.

Controller may withdraw this retention instruction and request earlier deletion at any time. Upon expiry of the retention period, or withdrawal of the instruction, Article 9 shall apply.

Any retention required by applicable law shall be handled separately and shall not be treated as retention for possible account reactivation.

Article 5 – Security Measures

Processor implements appropriate technical and organizational measures, including:

- Logical access control
- Encryption
- SSL-secured transfers
- Pseudonymization where appropriate
- Authorization controls

Processor shall ensure that persons authorized to process personal data are subject to an appropriate obligation of confidentiality.

Processor shall implement and maintain appropriate technical and organizational measures in accordance with Article 32 GDPR, taking into account the risks associated with the processing. Such measures shall include, where appropriate, measures to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems, the ability to restore availability and access to personal data following an incident, and procedures for regularly testing and evaluating the effectiveness of security measures.

Article 6 – Subprocessors

Processor may engage subprocessors where necessary to provide and maintain the Services, including:

- Hosting and cloud infrastructure providers;
- Technical service providers;
- Artificial intelligence service providers, including Anthropic (Claude), for AI-supported functionalities.

For AI-supported functionalities, relevant information provided through the SaaS Platform may be transmitted to Anthropic through its API to generate context-specific responses, insights, and recommendations. Depending on the functionality used, this information may include personal data.

Processor shall limit the information shared to what is necessary for the relevant functionality and shall apply appropriate contractual, technical, and organizational safeguards.

Processor shall ensure that subprocessors are subject to appropriate data protection obligations in accordance with applicable law.

Processor remains responsible for its subprocessors in accordance with the applicable Data Processing Agreement and data protection legislation.

Controller grants Processor general written authorization to engage subprocessors for the provision of the Services, subject to the requirements of this Article.

Processor shall maintain an up-to-date list of subprocessors, including their relevant processing activities and locations, and make this information available to Controller.

Processor shall inform Controller of intended additions or replacements of subprocessors at least thirty (30) days in advance, allowing Controller to raise a reasoned objection on data protection grounds within fourteen (14) days of notification. Where an objection cannot reasonably be resolved, the parties shall discuss an appropriate solution.

Processor shall impose data protection obligations on subprocessors that provide a level of protection equivalent to the obligations applicable to Processor under this Data Processing Agreement, as required by Article 28 GDPR. Processor shall remain responsible for the performance of its subprocessors' data protection obligations.

Where personal data are transferred outside the European Economic Area, Processor shall ensure that an applicable lawful transfer mechanism and any necessary supplementary safeguards are in place in accordance with Chapter V GDPR.

Article 7 – Data Breaches

Processor shall notify Controller without undue delay in the event of a personal data breach and provide all relevant information required under the GDPR. The notification shall include information reasonably available to Processor concerning the nature of the breach, the categories of personal data and data subjects affected, the likely consequences and the measures taken or proposed. Where complete information is not immediately available, Processor shall provide further information without undue delay as it becomes available.

Article 8 – Assistance

Processor shall assist Controller, where reasonably possible, in fulfilling obligations relating to:

- Data subject rights
- DPIAs
- Supervisory authority inquiries

Taking into account the nature of the processing and the information available to Processor, Processor shall assist Controller through appropriate technical and organizational measures in responding to requests from data subjects and in fulfilling Controller's obligations under Articles 32 to 36 GDPR.

Processor shall make available to Controller the information necessary to demonstrate compliance with Article 28 GDPR and shall allow for and contribute to audits, including inspections, conducted by Controller or an auditor mandated by Controller, subject to reasonable arrangements concerning confidentiality, security and operational continuity.

Article 9 – End of Processing

Upon termination of the relevant processing Services, Processor shall, at Controller's choice, delete or return the personal data processed on behalf of Controller and delete existing copies, unless applicable law requires continued storage.

Controller's choice may be documented in advance through the Agreement or a subsequent written instruction. Controller may amend that instruction before the relevant processing Services end.

Unless Controller has instructed Processor to return the personal data, deletion shall be the agreed default instruction upon expiry of the reactivation retention period or earlier withdrawal of the retention instruction, subject to any applicable legal retention obligation.

During the subscription period, Controller may access and download information through the reporting and download functionalities available within the SaaS. These functionalities constitute the normal means by which Controller obtains information it wishes to retain. They do not limit Controller's rights under Article 28(3)(g) GDPR.

In accordance with the documented instruction set out in Article 4, the relevant processing Services shall continue solely for the limited purpose of possible account reactivation until the retention period expires or Controller withdraws that instruction.

Following the end of the relevant processing Services, Processor shall implement the applicable deletion or return instruction. Residual copies in back-ups shall be protected against further operational use and deleted in accordance with documented technical retention cycles and applicable data protection law.

Processor shall not retain personal data for its own purposes merely because the subscription has ended. Any legally required retention shall remain subject to applicable law.