

Terms and conditions

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Draft for review — not yet applicable to agreements. Not legally reviewed. Proposed time limits, payment rules and obligations must be checked by ScaleDock and legal counsel against the actual services and data processing agreement before use.

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1. Definitions

- 1.1 MechUp: the online software of ScaleDock B.V., including related apps, integrations, AI features and support.
- 1.2 Supplier: ScaleDock B.V., located at Dortherweg 29, 7214 PS Epse, the Netherlands, Chamber of Commerce no. 71658335.
- 1.3 Customer: the business or organisation that uses MechUp for professional or business purposes.
- 1.4 User: any person who accesses MechUp through or on behalf of the Customer.
- 1.5 Customer Data: all data entered into or processed through MechUp by the Customer, Users or the Customer's end customers.
- 1.6 Credits: usage units for certain features, such as AI processing or messages, as stated in the Agreement or pricing information.
- 1.7 Agreement: the quote, order, online signup or other arrangement to which these terms apply.

2. Applicability

- 2.1 These terms apply to all offers, trials, agreements and services of Supplier relating to MechUp.
- 2.2 MechUp is intended exclusively for business customers. Consumers cannot enter into an Agreement under these terms.
- 2.3 The Customer's general terms do not apply unless Supplier accepts them in writing.
- 2.4 In case of conflict, the Agreement prevails, followed by any data processing agreement and then these terms.

3. Offers and formation

- 3.1 Offers are non-binding and valid for thirty days unless stated otherwise. Supplier is not bound by obvious errors.
- 3.2 The Agreement is formed upon written or digital acceptance, or once Supplier begins performance.
- 3.3 Anyone accepting on behalf of the Customer confirms that they are authorised to do so.

4. Trials and demos

- 4.1 A trial or demo environment is provided free of charge and without warranties for the agreed period.
- 4.2 Supplier may limit, end or delete trial environments after expiry. The Customer must export any data it wants to keep in time.

5. Services

- 5.1 Supplier provides MechUp as an online service with the functionality of the selected plan.
- 5.2 Supplier may improve, change or replace features. A material reduction of core features will be announced in advance.

5.3 Supplier uses reasonable efforts to keep MechUp available, but does not guarantee uninterrupted or error-free operation unless a separate service agreement applies.

5.4 Planned maintenance is performed outside business hours where possible and announced in advance.

6. Implementation, migration and support

6.1 Implementation, data import, training, custom work and integrations are provided only when agreed and are invoiced separately unless stated otherwise.

6.2 The Customer provides accurate information, access and cooperation in time. Delays or extra work caused by missing cooperation may be charged.

6.3 Support is provided through the channels and during the hours stated for the plan or in the Agreement.

7. Use and accounts

7.1 The Customer receives a non-exclusive, non-transferable right to use MechUp for its own business during the term.

7.2 The Customer manages Users, permissions and credentials, keeps them confidential and is responsible for actions through its accounts.

7.3 MechUp may not be misused, overloaded, used to bypass security, send spam or process unlawful content.

7.4 If misuse or a security risk is reasonably suspected, Supplier may temporarily restrict access and will inform the Customer as soon as possible.

8. AI and automation

8.1 MechUp may use AI to understand messages, create drafts, summarise information and suggest next steps.

8.2 AI output may be inaccurate or incomplete. The Customer reviews output before using it for customer communication, pricing, technical decisions or other important actions.

8.3 The Customer decides which automations are enabled and remains responsible for its advice, quotes and work performed.

8.4 Supplier does not use Customer Data to train general AI models for third parties unless the Customer explicitly consents.

9. Integrations and third-party services

9.1 MechUp may work with third-party services, such as email, telephony, messaging, payments, accounting, vehicle data and suppliers.

9.2 Those services may be subject to the third party's terms and costs. Supplier is not responsible for their availability or changes.

9.3 The Customer ensures valid accounts and permission to exchange data through an integration.

10. Pricing, credits and payment

- 10.1 Prices are in euros and exclusive of VAT. Subscription fees are invoiced periodically in advance unless agreed otherwise.
- 10.2 Credits belong to the agreed period. Unless stated otherwise, unused credits are not refunded or carried over.
- 10.3 Additional usage, extra credits or additional services are invoiced at the applicable prices or according to the Agreement.
- 10.4 Invoices are payable within fourteen days. In case of late payment, Supplier may charge statutory commercial interest and reasonable collection costs after a reminder.
- 10.5 Supplier may suspend the service after a written notice and reasonable period while an overdue invoice remains unpaid.

11. Price changes

- 11.1 Supplier may index or change prices annually. Changes are announced at least thirty days in advance.
- 11.2 If a price increase exceeds indexation, the Customer may terminate the Agreement effective on the date of the increase.

12. Term and termination

- 12.1 A subscription runs for the agreed period and then renews automatically for the same period unless agreed otherwise.
- 12.2 Termination is done in writing or through MechUp, with one month's notice before the end of the current period.
- 12.3 Either party may terminate the Agreement for a material breach that is not remedied within a reasonable period after written notice.
- 12.4 Amounts already invoiced are not refunded on termination unless termination results from Supplier's attributable failure.

13. Customer Data, export and exit

- 13.1 Customer Data remains the Customer's. Supplier uses it only to provide, secure, support and improve MechUp within the Agreement.
- 13.2 During the term, the Customer may use available exports. Additional export work is performed on a time-and-materials basis.
- 13.3 After termination, Customer Data remains available for export for at least thirty days. Where the EU Data Act applies, its information, switching, transition and retention requirements and any restrictions on switching charges prevail over conflicting agreements. Deletion takes place after the applicable period, subject to legal retention duties.

14. Privacy and data processing agreement

14.1 For personal data processed by Supplier on the Customer's behalf, the Customer is the controller and Supplier is the processor.

14.2 The parties enter into a data processing agreement meeting Article 28 GDPR, covering instructions, security, sub-processors and data breaches among other things.

14.3 The Customer ensures a valid legal basis, informs data subjects and only enters data that may lawfully be processed.

15. Security and backups

15.1 Supplier takes appropriate technical and organisational measures to secure MechUp and Customer Data.

15.2 Supplier makes periodic backups to restore the service. Backups do not replace exports or the Customer's own records.

15.3 The parties inform each other without undue delay of security incidents that may affect the other party.

16. Intellectual property

16.1 All rights in MechUp, software, designs, documentation and improvements remain with Supplier or its licensors.

16.2 The Customer permits Supplier to use Customer Data to the extent necessary to perform the Agreement.

16.3 Supplier may use anonymised and aggregated usage data to improve MechUp, provided it cannot identify the Customer or individuals.

17. Confidentiality

17.1 The parties keep each other's confidential information secret and use it only for the Agreement.

17.2 This does not apply to public information, information already lawfully known, or a legal duty to disclose.

18. Liability

18.1 Supplier's liability is limited to direct damage and to no more than the fees paid by the Customer in the twelve months before the event causing the damage.

18.2 Supplier is not liable for indirect damage, such as consequential loss, lost profit, missed savings, reputational damage or business interruption.

18.3 These limitations do not apply in case of intent or deliberate recklessness by Supplier's management or where the law does not allow a limitation.

18.4 Damage must be reported in writing within sixty days after discovery.

19. Force majeure

19.1 Obligations may be suspended in case of force majeure, including failures of internet, hosting or telephony providers, cyberattacks, power outages and government measures.

19.2 If force majeure lasts longer than sixty days, either party may terminate the Agreement in writing.

20. Changes to these terms

20.1 Supplier may change these terms. Material changes are announced at least thirty days in advance.

20.2 If the Customer does not accept a material change, it may terminate effective on the date of that change.

21. Governing law and disputes

21.1 The Agreement is governed by Dutch law.

21.2 Disputes are submitted to the competent court of the Gelderland District Court, unless mandatory law or applicable international jurisdiction rules provide otherwise.

21.3 If the Dutch and English versions differ, the Dutch version prevails.

22. Final provisions and contact

22.1 If a provision is void or voidable, the remaining provisions remain in effect. The parties replace it with a valid arrangement that most closely reflects its purpose.

22.2 Supplier may engage third parties for performance while retaining its own obligations. Assignment of the Agreement to a third party requires the other party's consent unless the law provides otherwise.

22.3 Confidentiality, intellectual property and provisions intended by their nature to survive remain in effect after termination.

22.4 Questions, complaints and written notices may be sent to info@scaledock.com or ScaleDock B.V., Dortherweg 29, 7214 PS Epse, the Netherlands. The parties first attempt to resolve disputes through discussion.