

## **General Terms and Conditions Utonomy B.V.**

**Version 1.0, 17 December 2025**

### **1. Who we are**

Welcome to Upod! Upod is offered by Utonomy B.V. ("Utonomy"). We build a service that allows you to store, manage, and share your own data in a way that is secure, organized, and entirely yours.

### **2. What these terms regulate**

These General Terms and Conditions apply to everyone who creates an Upod account and uses the service. They explain what you can expect from us, what we can expect from you, and how you determine which data is stored and who may access it.

### **3. The basis of Upod: you decide everything**

#### **3.1 You choose which data is stored**

When you start using Upod, we help you get started by asking you a few simple questions. You decide which data you enter and want to keep. In short: all the data you add to your data store is there because you want it to be.

#### **3.2 You determine who gets access**

Other parties only get access to your data if you explicitly give permission. If you say "no," nothing happens. If you say "yes," you know exactly what for. Access is always your choice and happens only under your control.

### **4. Where your data is stored**

Upod uses a personal data store ("pod"). That is your digital vault.

#### **4.1 Personal data store of SNDK**

By default, we create a personal data store for you at Stichting Nederlandse Datakluis (SNDK). SNDK manages this vault and does not use your data itself. SNDK has its own general terms and conditions and a privacy statement where you can read this.

#### **4.2 Linking your own data store**

If you already have a personal data store (technically: a Solid pod), you can link it to Upod as soon as this linking option becomes available. Upod will then work with it just as it does with an SNDK vault. In all cases: your data store is yours, not ours.

### **5. What we do**

We help you with:

- creating or linking your data store,
- filling in information when you start using Upod,
- managing your data in an organized way,
- setting and withdrawing permissions,
- sharing data with parties you choose.
- we establish the conditions under which other parties may view your data on your behalf, in a data processing agreement. We can also create statistics and insights for ourselves and others in a completely anonymous form. These insights never contain information that can be traced back to you.

## **6. What you do**

We ask you to:

- handle Upod carefully,
- keep your account information private,
- do nothing that can damage the service,
- let us know if something is wrong.

## **7. Security**

We secure Upod with modern techniques. Just like your own home, 100% security does not exist, but we do everything reasonably possible to protect your data.

## **8. Availability**

We strive for high availability, but sometimes maintenance is necessary. We will let you know if we perform maintenance that temporarily makes Upod unavailable or not fully usable.

## **9. Liability**

Upod is free for you. If something goes wrong, these clear agreements apply:

- We are only liable for direct damage caused by our mistake.
- We are not liable for indirect damage, consequential damage, or data loss.
- Our liability is limited to what the law requires of us — no more than that.

## **10. Changes to the service**

We continuously improve Upod. Sometimes we add features or remove something. In that case, we will let you know.

### **11. Changes to these terms**

If we adjust these terms, we will let you know. If you disagree with a change, you can always delete your account.

### **12. Terminating your account**

You can stop using Upod at any time. If you delete your account:

- your data will be removed from Upod,
- your data store at SNDK will be deleted (if you use it),
- or your link to your own data store will be removed.

### **13. Applicable law**

Dutch law applies to these terms. Disputes are handled by the court in Amsterdam.

## **General Terms and Conditions Stichting Nederlandse Datakluis (SNDK)**

Version 1.0, 17 December 2025

### **1. Who we are**

Stichting Nederlandse Datakluis (“SNDK”) manages personal data stores for users in the Netherlands.

Our task is simple:

We keep your data safe for you — and we cannot see it ourselves.

We never use your data for our own purposes.

We do not sell anything.

We do not analyze anything.

We only execute what you instruct us to do through the services you use.

### **2. What these terms regulate**

These General Terms and Conditions apply to everyone who uses a personal data store (“pod”) hosted by SNDK. They describe:

- what you can expect from us,
- what we can expect from you,
- and how your data store works.

### **3. What we do**

SNDK ensures:

- the storage of your data store,
- the security of your data store,
- the availability of the infrastructure,
- the execution of your instructions, which come to us through services like Upod.

We will not read, use, transmit, copy, or analyze the contents of your data store.

### **4. What you do**

We ask you to:

- use the data store according to the law and these terms,
- not store illegal or harmful content,
- not perform actions that could damage our servers.

You are always responsible for what you store in your data store.

## **5. No access by SNDK**

We store your data securely and, where necessary and possible, encrypted. Within SNDK, no one has access to your data. Your data can only be seen by a party to whom you have given permission to view the data.

## **6. Who gets access to your data**

Only you determine who gets access to your data. When you give a service — for example, a website, app, or (AI) service — permission to view your data, this only happens:

- if you have explicitly given permission,
- for the data you choose,
- and for the purpose you choose.

Even with permission, a third party may not:

- store your data,
- transmit your data,
- sell your data,
- use your data for purposes other than those you have given permission for.

SNDK requires all affiliated services to comply with this prohibition. Please also read our privacy statement.

## **7. What SNDK does not do**

We want to make it very clear. SNDK does not use your personal data for:

- profiling,
- data analysis,
- commercial use,
- resale,
- copying data for others,
- sharing your data with others.

We only manage your data store on a special server.

## **8. Liability**

We take security very seriously. However, we must make this legally clear:

- SNDK is only liable for direct damage caused by our fault.
- We are not liable for indirect damage, consequential damage, or data loss.
- Our liability remains within what is legally required and is never higher than what our insurance covers.

## **9. Disruptions and maintenance**

We ensure a stable, secure service, but sometimes maintenance is necessary. If possible, we will inform you in advance if the maintenance will affect your use of your personal data store.

## **10. Abuse by third parties: enforcement and fines**

If a third party abuses your data — for example, by:

- storing your data without permission,
- sharing your data,
- selling your data,
- using your data for a purpose other than what you agreed to,

then that party violates our rules and the law.

SNDK can then:

- block that party's access, and
- impose a fine according to our sanction rules.

## **11. Termination of your data store**

If you stop, we will delete:

- your data store (if you use one from SNDK),
- all data,
- all links with services.

You can also switch to another data store service and transfer your data there.

## **12. Changes to these terms**

If we change these terms, we will let you know through the service you use (for example, Upod) or by email.

If you disagree with a change, you can delete your data store.

### **13. Applicable law**

These terms are governed by Dutch law. Disputes are handled by the court in Amsterdam.