PackControl – Terms of Use

Version 1.1
Applies to Users of the PackControl Software, Platform and Signing Service

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1. Purpose and Scope

1A. Acceptance of Terms

By accessing or using the Software or Signing Service—including signing or approving any document—the User acknowledges and agrees to these Terms of Use. If the User does not agree, the User must not use the Software or execute any signature or approval action.
1.1 These Terms of Use govern the User's access to and use of the PackControl Software, Platform and related services made available by the Customer under the Agreement with PackControl.

1.2 These Terms of Use apply to all Users, including Customer employees, contractors, agents, and external signatories using the Signing Service.

1.3 In case of conflict, the Agreement between the Customer and PackControl prevails over these Terms of Use.

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2. Definitions

Capitalised terms used in these Terms of Use have the meanings assigned to them in PackControl's General Terms & Conditions v2.0, unless defined otherwise here.

Customer Data: all data uploaded, entered, generated, or provided by or on behalf of the Customer through the Software.
User: any natural person who accesses or uses the Software or Signing Service under the authority of the Customer.

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3. Access and User Accounts

3A. Notices to Users

PackControl may provide notices to Users directly through the Software, email, or other electronic means. Such notices are deemed received when made available. The Customer remains responsible for ensuring that Users receive any critical operational or legal notices that PackControl transmits to the Customer.
3.1 **Access Rights** — The Customer is solely responsible for assigning, modifying and withdrawing User access rights. PackControl does not verify the identity or authority of Users created or managed by the Customer.

3.2 **User Account** — Certain functionalities may require the creation of an Account. Users must provide accurate information and keep such information up to date.

3.3 **Security and Confidentiality** — Users must keep login credentials confidential and may not share them with any other person. Users must report any suspected misuse or unauthorised access to the Customer without delay.

3.4 **Post-Termination Use** — Upon termination of employment, engagement, or authorisation, Users must cease all use of the Software and destroy any stored credentials. Any continued access, even if technically still possible, is strictly prohibited.

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4. Permitted Use

Users may only use the Software:

- for lawful purposes;
- within the scope of the Customer's internal business operations;
- in accordance with the Agreement and these Terms of Use;
- for purposes reasonably related to the intended functionality of the Software.

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5. Prohibited Use

Users must not:

- store, distribute or transmit unlawful, harmful, infringing, misleading or offensive materials;
- attempt to gain access to accounts, systems or data for which they are not authorised;
- impersonate any person or misrepresent their identity or authority;
- introduce malware, attempt to test, scan or probe security, or disrupt the Software;
- use automated means to access the Software other than as permitted by PackControl;
- circumvent or attempt to circumvent technical or organisational measures implemented by PackControl.

PackControl may suspend or block User access if it reasonably suspects a violation of these Terms.

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6. Electronic Approvals and Signing Service

6.1 **Approvals and Signing Features** — The Software may include features enabling Users to electronically sign or approve documents.

6.2 **PackControl's Role** — Users acknowledge that PackControl:

- only provides a technical platform facilitating the signing or approval process;
- is not a party to any document signed or approved;
- does not verify the legal validity, content, accuracy, or purpose of such documents;
- does not verify the identity, authority or legal capacity of Users executing signatures.

6.3 **External Signing Providers** — Where signing is facilitated by a third-party provider selected by the Customer, the User:

- agrees that their data may be processed by such provider;

- is subject to that provider's own terms and policies;

- acknowledges that PackControl is not responsible for the performance, legality, availability or security of such services.

6.4 **Signing Metadata** — PackControl may collect technical metadata (e.g., timestamps, IP addresses, authentication method) necessary to document signing events. This information is processed as Customer Data.

6.5 **No Legal Guarantee** — PackControl does not guarantee the legal enforceability of electronic signatures or approvals. The Customer is solely responsible for determining compliance with applicable laws.

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7. Customer Data and Privacy

7A. Accuracy of User-Entered Data

Users are responsible for the accuracy, quality, and legality of all data they enter into the Software. PackControl may correct, restrict, or remove data that is clearly incorrect, incomplete, unlawful, or that threatens system integrity. PackControl is not responsible for any incorrect, incomplete, or unlawful data submitted by Users.

7.1 **Customer Data Ownership** — All Customer Data remains the exclusive property of the Customer. PackControl processes Customer Data solely as a processor on behalf of the Customer in accordance with the Privacy and Cookie Statement and the Data Processing Agreement (if applicable).

7.2 **User Notifications** — The Customer is responsible for providing any legally required notices to Users regarding the processing of their personal data.

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8. Intellectual Property

All Intellectual Property Rights relating to the Software, Documentation, Platform and related materials remain with PackControl or its licensors. Users receive a limited, non-exclusive licence only for the duration of their authorised access and solely for purposes permitted under these Terms.

Users may not:

- copy, modify, reverse engineer, decompile or disassemble the Software;

- remove or alter any copyright or ownership notices;

- sublicense, distribute or make the Software available to third parties.

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9. Changes to the Software

PackControl may update, improve, modify, or discontinue parts of the Software from time to time. These changes may include new features, enhancements, or the removal of outdated or redundant functionality.

PackControl will endeavour to implement changes in a manner that maintains overall service quality. However, PackControl is not obligated to maintain any specific feature, workflow, integration, or functionality unless explicitly agreed in writing with the Customer.

If a change materially impacts the way Users access or use the Software, PackControl will provide advance notice to the Customer through email or via prominent notice within the Software.

9A. Amendments to These Terms

PackControl may amend these Terms of Use from time to time. Material changes will be communicated to the Customer in advance via email or through prominent notice within the Software. Continued use of the Software after the effective date of the amended Terms constitutes acceptance of the updated Terms.

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10. Third-Party Services

Third-Party Services
The Software may integrate with third-party services such as identity providers, signing services, or transport partners. PackControl is not responsible for the availability, performance, legality, security, downtime, or content of such third-party services.

Use of third-party services is at the User's and Customer's own risk.
The Software may integrate with third-party services such as identity providers, signing services, or transport partners. PackControl is not responsible for the availability, performance, legality, security or content of such third-party services.

Use of third-party services is at the User's and Customer's own risk.

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11. Suspension and Termination of Access

11.1 PackControl or the Customer may suspend or terminate User access if:

- the User violates these Terms;

- the User's employment or engagement with the Customer ends;

- the Agreement between PackControl and the Customer expires or is terminated.

11.2 PackControl may retain system logs or metadata for security, audit and compliance purposes after termination of access, in accordance with applicable law.

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12. Liability

PackControl is not liable for damages arising from a User's use of the Software or Signing Service, except to the extent liability cannot be excluded under mandatory law. Any limitations or exclusions of liability set out in the General Terms & Conditions v2.0 apply equally to Users.

12A. No Advisory Role

The Software is a supporting tool. PackControl does not provide legal, operational, or business advice, and is not responsible for decisions made based on information, calculations, system-generated outputs, recommendations, or forecasts displayed in or generated by the Software.

12B. Business Users Only

The Software is made available exclusively to business users acting on behalf of the Customer. The Software is not intended for consumer use, and consumer protection laws do not apply. PackControl is not liable for damages arising from a User's use of the Software or Signing Service, except to the extent liability cannot be excluded under mandatory law. Any limitations or exclusions of liability set out in the General Terms & Conditions v2.0 apply equally to Users.

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13. Applicable Law and Disputes

Dutch law applies to these Terms of Use. Disputes will be submitted to the competent court in the Netherlands, unless mandatory law provides otherwise.

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