Abra

Terms of Use

Article 1. Definitions

In these Terms of Use, the following terms are defined as:

- **Abra**: Abra B.V., located at Jaarbeursplein 6, Utrecht (3521 AL), registered with the Chamber of Commerce under number 73214574, with Dutch VAT identification number NL859403488B01, and reachable by email at info@abra.nl and via the websites abra.ai and abra.nl.

- **User**: Refers to 'You', the business contracting party/customer/user of Abra's Software and/or services.

- **Terms of Use**: These current terms and conditions.

- **Services**: Consultancy, research, training, e-learning, or other services offered by Abra.

- **Software**: All or part of the Abra suite of software such as Abra Academy, Abra Knowledge Base, Abra Cloud, Abra Dashboard, Abra Desktop, Abra SDK, and other software that enables the testing/checking of mobile app accessibility and/or helps to understand and improve the accessibility of mobile apps.

- **Credits**: Online currency that can be redeemed for Abra products. Credits are valid for 1 year.

- **Subscription**: Agreement between User and Abra that outlines the terms for access to the Software for a specified period.

- **EULA**: End User License Agreement of Abra.

- **Written**: By letter, email, or any other form of communication that is considered equivalent according to current technological standards, including communication by email.

- **Agreement**: The arrangements between Abra and User regarding the purchase of Services or Software by the User, as well as all related (legal) actions.

- **Complaints**: All complaints from the User regarding the quality of the delivered Services

and Software.

- **Website**: Abra's websites, accessible via abra.ai and abra.nl, and subdomains such as api.abra.ai, academy.abra.ai, and dashboard.abra.ai.

- **App**: An app is defined by the combination of the platform and the package or bundle identifier. An app may have different variants, each with its own identifier. These variants have a unique identifier per platform and variant and are therefore considered separate apps.

Article 2. Applicability

These Terms of Use apply to all legal relationships between Abra and User.

1. The Terms of Use also apply to all Agreements with Abra for the execution of which third-party services must be involved.

2. The applicability of the general terms and conditions or other conditions of the User and/or any other party is expressly excluded.

3. If one or more provisions of these Terms of Use are void or annulled, the remaining provisions of these Terms of Use will remain fully applicable. The parties will then consult to agree on new provisions that align as closely as possible with the purpose and intent of the original provision.

4. In case of any conflict between the content of these General Terms of Use and the offers, quotations, and/or concluded agreements, the provisions of the offer, quotation, and/or Agreement will prevail.

5. Deviations from the Terms of Use are only valid if they have been agreed upon in writing by Abra and the User. These deviations do not apply to subsequent legal relationships between Abra and the User.

6. These Terms of Use may be amended or supplemented at any time. The amended Terms of Use will be communicated to the User via email or a Software update. Once the User has accepted the amended Terms of Use or continues to use the Software, the amended Terms of Use will take effect. If the User does not agree with the amended Terms of Use, the User must cease using the Software. The amended General Terms of Use will also apply to already concluded Agreements.

7. Without prior written or electronic consent from Abra, the User is not permitted to transfer their rights and obligations under the Agreement to a third party.

8. In case of delivery to a person acting in the exercise of a profession or business, it applies that by purchasing the Software, the User waives their general terms and conditions and accepts these terms.

9. These Terms of Use will always prevail over any general terms and conditions of the User. This is also the case if the User's terms contain a similar prevention clause. Every Agreement is entered into under the resolutive condition that these terms apply.

Article 3. Usage Guidelines

1. It is not permitted to disclose, edit, or reproduce information and services from the Software without Abra's permission.

2. The User is responsible for the careful use of the Software. The User must refrain from unauthorized or negligent use of the Software. This particularly includes:

   1. The User is not permitted to distribute the Software in any way or make it available to a third party, except for the possibility of upgrading the User's account;

   2. Handling the password confidentially and keeping it secret from others;

   3. Not using the Software for actions and/or behaviors that are contrary to applicable laws or regulations, public order, morals, or the rights of third parties;

   4. Not using the Software in such a way that its operation is impeded, security is compromised, or damage is caused to Abra, the Software, or third parties;

   5. Not spreading viruses via the Software or otherwise disrupting Abra's Software or systems or those of other users;

   6. Regularly checking for available Software updates. If the User does not use the latest version of the Software, it may not function properly;

   7. Abra provides technical support, but this does not guarantee that the Software will function (error-free) on the User's device;

   8. The User must act in accordance with the Terms of Use.

3. If the User becomes aware of another user's actions in violation of the Software's Terms of Use, Abra requests that the User contact Abra.

Article 4. Dummy Device and Test Data

1. **User Obligation**: It is the User's responsibility to ensure that only non-personally identifiable test accounts (dummy accounts) are used for testing mobile apps. These accounts must not contain private or sensitive information.

2. **Warning**: Users must understand that using private data in test processes carries significant risks, including, but not limited to, unauthorized access, loss, or compromise of such data.

3. **Liability**: Abra is not responsible for any damage, loss, or consequences arising from the User's failure to adhere to these guidelines. If a User chooses to use private data during testing, this is entirely at the User's own risk.

4. **Recommendation**: Abra strongly advises Users to exercise caution and follow the recommended procedures to ensure the integrity and security of their data.

Article 5. Intellectual Property Rights

All rights related to the Software, including intellectual property, belong to Abra or its licensors. Abra grants Users a non-exclusive, non-transferable, and revocable right to use the Software through the EULA.

Article 6. Termination of Use Rights

1. **User-Initiated Termination**: The User has the right to terminate the use of the Software at any time. The User can independently delete their account through the Software.

2. **Account Deletion Process**: To delete the account, the User must follow the required steps indicated in the Software or on Abra's website. Account deletion is an irreversible action that may result in the permanent deletion of all user data and settings.

3. **No Refunds**: Upon termination of the use right by the User, the User shall not be entitled to a refund of fees already paid, including unused credits or remaining time in a subscription.

4. **Data Responsibility**: It is the User's responsibility to back up all necessary data before deleting the account. Abra is not responsible for data loss resulting from the termination of the use right.

5. **Consequences of Termination**: After termination of the use right, Abra may restrict access to the Software. Abra will delete all personal data of the User in accordance with applicable privacy legislation.

6. **Termination by Abra**: If Abra becomes aware of the User's violation of the Software's Terms of Use, Abra has the authority to take any measures it deems necessary. These may include suspending or terminating access to the Software or registration, or

recovering costs or any damages. Upon termination of the use right, the User will no longer be able to use the Software.

Article 7. Software and Digital Services Fees

1. **General**: These Terms of Use govern the fees for using the Software and digital services provided by Abra.

2. **Payment with Credits**: Users can pay for the Software with credits. These credits represent a monetary value and are valid for one (1) year from the date of purchase. Unused credits expire after this period.

3. **Credit Purchase and Validity**: Credits can be purchased via the Website, separate sales, or Abra Software. The current value of the credits and the corresponding usage options are clearly stated.

4. **Payment by Subscription**: Users can pay for the Software by taking out a subscription. In a subscription, it is agreed which period the User has the right to use which parts of the Abra Software. When taking out the subscription, agreements are also made on how many tests may be carried out per period and how many different apps may be tested.

5. **Price Changes**: Abra reserves the right to adjust the prices of credits and other services at any time. Customers will be notified of significant price changes via the website or by email.

6. **Quotations for Special Requests**: If the standard prices and packages do not meet the User's needs, a custom quotation can be requested. These quotations are tailored and sent by email after receiving the customer's request.

7. **Quotation Terms**: All quotations are non-binding and valid for thirty (30) days from the date of issue unless otherwise stated in the quotation.

8. **Changes in Services**: Abra reserves the right to modify or expand the services offered. Such changes will be announced in advance via the Software, website, or by email.

Article 8. Privacy and Security

1. Abra will endeavor to take appropriate technical measures based on the current state of technology.

2. Abra collects data on the use of the Software. Abra does this to make the Software as

user-friendly as possible and to optimize the Software.

3. Abra may also collect personal data from the User. The use of the Software is subject to Abra's privacy policy. By downloading and installing the Software and agreeing to the data, the User also agrees to the processing of any personal data in the Software.

Article 9. Maintenance

1. **Right to Maintenance**: Abra reserves the right to temporarily suspend the operation of the Software for maintenance, updates, or other purposes.

2. **Purpose of Maintenance**: Maintenance may be aimed at improving functionality, increasing security, correcting errors, or updating information. The goal is always to ensure optimal operation and security of the Software.

3. **Maintenance Notification**: Abra strives to inform Users in advance about scheduled maintenance. This notification is done via the website, email, or another appropriate communication method. In case of urgent maintenance, such notification may not be possible.

4. **Duration of Maintenance**: The duration of the maintenance will be kept as short as possible. Abra strives to minimize the impact on the availability of the Software.

5. **No Liability for Damage**: Abra is not liable for any damage or loss directly or indirectly resulting from the temporary unavailability of the Software due to maintenance.

6. **User Responsibility**: It is the User's responsibility to take appropriate measures to protect their data and work during maintenance.

Article 10. Methodology in the Software

1. **No Guarantee for WCAG Compliance**: Although the tests are inspired by WCAG guidelines, Abra does not guarantee that using its software will result in partial or full compliance with official WCAG guidelines. Performing accessibility tests with Abra Software provides insights and recommendations but should not be interpreted as a definitive confirmation of WCAG compliance. It is a tool aimed at increasing accessibility but does not replace the need for a comprehensive evaluation by a qualified WCAG guidelines expert.

2. **User Responsibility**: Users of the Software are responsible for ensuring that their software and content comply with applicable laws and regulations regarding accessibility. It is recommended to, in addition to using Abra Software, conduct

external audits and evaluations for full compliance.

3. **Continuity in Development**: Abra is committed to continuously improving its methodology and software to ensure its relevance and effectiveness in supporting accessibility. Updates and adjustments are regularly made in line with technological developments and changing guidelines.

Article 11. Liability

1. Abra has developed the Software with the greatest possible care. Abra's automated testing tools are designed as aids to support the testing process. We strive for accuracy but do not guarantee that our tools are completely error-free or that the conclusions are always correct. The use of our testing tools is entirely at the user's own risk. Users should always verify the test results and conclusions themselves, whether based on WCAG or other guidelines. If the tools do not meet your expectations or if you are dissatisfied with the results, we advise you to discontinue using our software. Abra offers the possibility to inspect the software in advance, including through demos or temporary access to a test environment.

2. Abra cannot guarantee that the knowledge base is always error-free and up-to-date, the Software or content is always available, free of errors or defects, malware, or viruses.

3. Abra is not liable for any damage resulting from or caused by information used by the User from the Software. The User is responsible for checking the data and compliance with prevailing guidelines such as the Web Content Accessibility Guidelines. The Software is a tool that can be used as an aid and does not guarantee compliance with the WCAG.

4. Abra is not liable for any damage or costs resulting from the inability to use the Software or its content.

5. Abra is not liable for any damage or costs resulting from a data breach.

6. Abra is never liable for indirect damage, such as consequential damage, loss of profit, reduced goodwill, missed savings, damage due to business stagnation, or mutilation or loss of data.

7. The User indemnifies Abra against third-party claims for damage arising from or not providing information from the Software or using the Software.

8. Abra's software operates via the internet, a medium that is beyond Abra's control and inherently insecure. Therefore, Abra is never liable for damage arising from the performance or security of the internet.

9. Abra's software is offered "as is," without any warranty, to the extent permitted by applicable law. Despite Abra's efforts for reliability, Abra does not guarantee that the software is completely free of errors, viruses, or other harmful components. Changes to the software can occur at any time without prior notice. The use of our software is at your own risk.

10. Abra is not responsible for indirect damage such as lost profits, business interruption, or data loss related to the use of the software. Abra's liability shall be limited to the lesser of the amount of the last invoice or €1,000.00.

Article 12. Applicable Law and Disputes

1. These Terms of Use and all agreements and arrangements arising from them between Abra and the User are governed by Dutch law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), as amended from time to time.

2. All disputes concerning these Terms of Use or the agreements entered into based on them are initially subject to the judgment of the competent court in the Netherlands in the district of East Brabant, except insofar as mandatory jurisdiction rules prevent this choice.