

# Terms of Use

fam. Technologies · Effective date: 2 July 2025

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## 1. Introduction and acceptance

These Terms of Use ("Terms") govern your access to and use of the fam. facilities management platform ("Service") provided by fam. Technologies, registered in the Netherlands under KVK number 77432525, with registered address at Biltstraat 335b, 3572AS Utrecht, Utrecht, Netherlands ("we", "us", "our").

By creating an account, purchasing a subscription, or using the Service in any way, you agree to be bound by these Terms. If you are acting on behalf of an organization, you confirm that you have authority to bind that organization and that your organization accepts these Terms.

If you do not agree to these Terms, you must not use the Service.

## 2. Definitions

- "Organization" means the legal entity that creates an account and whose administrators manage access to the Service.
- "Administrator" means an individual authorized by an Organization to manage the Organization's account, add or remove Users, and administer settings.
- "User" means any individual added to the Service by an Administrator.
- "Free Plan" means the no-cost access tier available to provider and service-delivery organizations.
- "Operations Plan" means the paid subscription tier required for organizations running their own operations (tickets, assets, planned work).
- "Content" means any data, text, files, comments, or other material submitted to the Service by an Organization or its Users.

## 3. Accounts and eligibility

You must be at least 18 years of age to use the Service. The Service is intended for business use only. By registering, you confirm that you are acting in a professional or commercial capacity.

When creating an account you must provide accurate and complete information including your first name, last name, email address, and company name. You are responsible for keeping your account credentials confidential and for all activity that occurs under your account.

One Organization account may be used by multiple Users added by an Administrator. Each User is bound by these Terms.

## **4. Free plan**

Organizations operating as providers or service-delivery organizations may use the Service at no charge under the Free Plan. The Free Plan provides access to the features specified on our website and may be changed or discontinued at any time upon reasonable notice.

## **5. Operations plan and subscriptions**

Organizations that require ticket management, asset tracking, or planned-work functionality must subscribe to the Operations Plan. The following terms apply to paid subscriptions:

- Subscriptions are sold on a per-seat basis with a minimum of 3 seats.
- Billing periods are either monthly or annual, in EUR or USD as selected at checkout.
- Seats may be increased at any time; the additional charge is prorated for the remainder of the current billing period and applied immediately.
- Seats may be decreased; the reduction takes effect at the start of the next billing period. No credit or refund is issued for the current period. Billing for any billing period reflects the highest seat count active during that period.
- There is no time-limited free trial. Subscriptions begin immediately upon payment.
- All fees are exclusive of applicable taxes. You are responsible for any VAT, sales tax, or other taxes that apply to your purchase.

## **6. Payment and billing**

Payments are processed by Stripe, Inc. on behalf of fam. Technologies. By subscribing, you authorize us to charge your payment method on a recurring basis for the applicable subscription fees. Stripe's own terms and privacy policy govern the processing of your payment information.

If a payment fails, we may suspend access to the Operations Plan features until payment is resolved. We will attempt to notify you at the email address on file.

## **7. Cancellation and refunds**

You may cancel your subscription at any time through your account settings or by contacting us at [support@fam.services](mailto:support@fam.services).

Cancellation takes effect at the end of the current billing period. You retain full access to the Service until that date. No refund is issued for any unused portion of a paid billing period.

You may reactivate your subscription at any time before the end of the current billing period without loss of data.

We do not offer refunds except where required by applicable law.

## **8. Acceptable use**

You agree not to use the Service to:

- violate any applicable law or regulation;
- upload, transmit, or store content that is unlawful, harmful, defamatory, or infringes third-party intellectual property rights;
- attempt to gain unauthorized access to any part of the Service or another user's account;
- reverse-engineer, decompile, or attempt to extract source code from the Service;
- use the Service to develop a competing product;
- transmit malware, spam, or other malicious or disruptive content;
- use automated means to scrape or extract data from the Service without our written consent.

## **9. Content and data**

You and your Organization retain ownership of all Content you submit to the Service. By submitting Content, you grant us a limited, non-exclusive licence to host, store, and process that Content solely to provide the Service.

Administrators have full control over User accounts within their Organization, including the ability to add, modify, and delete Users and their associated Content. We act as a data processor with respect to personal data contained in your Content; our Privacy Policy sets out how we handle such data.

You are responsible for ensuring that your use of the Service and the Content you submit comply with all applicable laws, including data protection laws.

## **10. Intellectual property**

fam. Technologies retains all rights, title, and interest in and to the Service, including all software, design, trademarks, and documentation. These Terms do not transfer any intellectual property rights to you.

The name "fam.", associated logos, and product names are trademarks of fam. Technologies. You may not use them without our prior written permission.

## **11. Availability and changes**

We aim to provide a reliable Service but do not guarantee uninterrupted or error-free availability. We may perform scheduled or emergency maintenance that temporarily interrupts the Service and will endeavour to notify you in advance where practicable.

We reserve the right to modify, suspend, or discontinue any part of the Service at any time. We will provide reasonable notice of material changes. Continued use of the Service after such notice constitutes acceptance of the changes.

## **12. Limitation of liability**

To the maximum extent permitted by applicable law, our total liability to you for any claims arising out of or in connection with these Terms or the Service shall not exceed the total fees paid by your Organization in the twelve months preceding the claim.

We shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, goodwill, or business interruption, even if we have been advised of the possibility of such damages.

Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law.

## **13. Indemnification**

You agree to indemnify and hold harmless fam. Technologies, its officers, directors, employees, and agents from any claims, liabilities, damages, or costs (including reasonable legal fees) arising from your use of the Service, your Content, or your violation of these Terms.

## **14. Governing law and disputes**

These Terms are governed by the laws of the Netherlands. Any disputes arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the competent courts in Utrecht, the Netherlands.

If you are a consumer based in the EU, you may also be entitled to refer a dispute to an alternative dispute resolution body. The European Commission's Online Dispute Resolution platform is available at <https://ec.europa.eu/consumers/odr>.

If you are based in the United Kingdom, these Terms remain subject to Dutch law, but we acknowledge your right to bring proceedings in your local courts as may be required by applicable UK consumer law.

## **15. General**

- These Terms constitute the entire agreement between you and fam. Technologies with respect to the Service and supersede all prior agreements.
- If any provision of these Terms is found unenforceable, the remaining provisions will continue in full force.
- Our failure to enforce any right or provision does not constitute a waiver.
- You may not assign your rights under these Terms without our prior written consent.
- We may update these Terms from time to time. We will notify you by email or via the Service. The date at the top of this document reflects the most recent version.

## **16. Contact**

For questions about these Terms, contact us at [support@fam.services](mailto:support@fam.services) or by post at Biltstraat 335b, 3572AS Utrecht, Utrecht, Netherlands.