

General Terms and Conditions

PM Online/PB Online

Effective date: January 1, 2026

1. Parties and scope

These General Terms and Conditions (the "Terms") govern access to, and use of PM Online/PB Online (the "Service") provided by the legal entity Streamline Solutions B.V. ("Streamline"). The Customer is the legal entity that orders the Service under an order form, quotation, or subscription plan description (the "Order").

Our details:

- Legal entity: Streamline Solutions B.V.
- Address: Grebbelinieweg 24, Curaçao
- Registration / Chamber of Commerce number: 168892
- VAT/Tax ID: 102719329
- General contact email: office@performancemanagement-online.com

Business use only: The Service is intended for professional/business use.

2. Contract documents and order of precedence

The agreement between the parties consists of (in order of precedence): (1) the Order; (2) these Terms; and (3) the Data Processing Addendum (DPA) (where applicable) If there is a conflict, the higher-ranking document prevails for the subject matter of the conflict.

Customer terms do not apply: Any purchase terms or general terms of the Customer do not apply unless we expressly agree in writing.

However, in the event of a conflict concerning the processing or protection of personal data, the DPA prevails over these Terms and the Order.

3. Definitions

- "Authorized Users" means the Customer's employees, contractors, and other persons the Customer allows to use the Service under the Customer's account.
- "Customer Data" means data and content submitted to the Service by or on behalf of the Customer, including personal data.
- "Documentation" means user guides and materials we make available for the Service.
- "Subscription" means the paid right to access and use the Service for a defined term.

- "DPA" means the Data Processing Addendum applicable when we process personal data as a processor on behalf of the Customer.
- "Trial" means a limited, free-of-charge evaluation period, if offered.

4. Account setup, authority, and credentials

Multi-factor authentication (MFA) is mandatory and enforced for all company accounts.

An account is required to use the Service. The person accepting these Terms represents and warrants that they are duly authorized to bind the Customer.

The Customer is responsible for: (i) ensuring that Authorized Users comply with these Terms; (ii) maintaining accurate account information; and (iii) all activity that occurs under its accounts.

Credentials: Authorized Users must keep login credentials confidential. The Customer will promptly notify Streamline if it becomes aware of unauthorized access, suspected compromise of credentials, or a security incident involving the Service.

Security features: The Customer must ensure that Authorized Users comply with the Service's authentication requirements and must not disable or circumvent mandatory security controls.

5. Trial and beta features (optional)

If we provide a Trial, it will be subject to these Terms and any Trial limitations stated in the Order. Trial duration and limitations: As stated in the Order. We may block or delete Trial accounts after the Trial ends.

Beta features: We may offer beta or early access features. Beta features are provided "as is" and may be changed or discontinued at any time. You assume the risk of using beta features.

6. Subscription, scope, and fair use

Subscription fees, term length, modules, and any usage limits are set out in the applicable Order. The Service may be provided in different plans/tiers with varying functionality.

Fair use / excessive use: Where a feature is offered with an unrestricted or high-volume component (for example, bulk exports, API usage, or integrations), we may apply reasonable fair use limits to protect availability for all customers. If your usage is excessive, we may (after notice) throttle, apply limits, or agree on an adjusted fee.

7. Availability, support, updates, and maintenance

Support: We provide support as described in the Order.

Updates: We may update the Service from time to time, including for security, compliance, or functionality. We may perform scheduled maintenance and emergency maintenance where necessary.

Availability: The Service is intended to be available 24/7. We may perform maintenance (scheduled or emergency) and the Service may be unavailable due to factors outside our reasonable control. Unless expressly agreed in an SLA, we do not guarantee uninterrupted availability.

8. Customer responsibilities

The Customer is solely responsible for the content and data processed within the Service, including ensuring it is lawful and does not infringe third-party rights.

HR and employment context: The Customer is responsible for ensuring it has a lawful basis to process personal data in the Service, providing appropriate notices to employees/end users/stakeholders, and using the Service in compliance with applicable employment and privacy laws.

Contact person: The Customer will provide a qualified contact person (and a deputy) for operational questions and decisions.

Technical requirements: The Customer is responsible for adequate internet access and using up to date browsers. Certain cookies may be required for core functionality of the Service.

9. Acceptable use

The Customer and Authorized Users must use the Service in a lawful and responsible manner. The Customer must not (and must not permit Authorized Users to):

- Use the Service to violate applicable laws or the rights of others (including privacy and employment laws).
- Upload or process personal data without a valid legal basis and appropriate notices to data subjects.
- Attempt to gain unauthorized access to the Service or related systems.
- Introduce malware or disrupt the Service's integrity or performance.
- Reverse engineer, decompile, or attempt to derive source code except where such restriction is prohibited by law.
- Use the Service to harass, discriminate, or unlawfully monitor individuals.
- Perform security testing (such as penetration testing) without our prior written consent.

10. Third-party services and integrations

The Service may enable integrations with third-party systems. Third-party services are provided under the third party's terms, and we are not responsible for third-party systems or their availability, security, or functionality. We may modify or discontinue integrations if a third party changes or discontinues its systems.

11. Fees, invoicing, taxes, and payment

Billing frequency: Annual in advance.

Plan limits: Subscription fees are based on the Customer's selected plan, including (where applicable) a maximum number of employees and a storage limit for document cloud storage. If the Customer exceeds plan limits, we may require an upgrade to the appropriate plan or restrict additional users/storage until the plan is upgraded.

Invoice, renewal and cancellation: We invoice annually for a 12-month Subscription term. At the end of each term, the Subscription renews automatically for one additional year, unless the Customer cancels renewal by giving notice at any time during the current term. Cancellation stops renewal only; the Subscription remains active until the end of the current term. No refunds are provided once a new term has started.

Invoices are payable within 14 days of invoice date. Late payments may result in suspension. We may charge statutory interest and reasonable collection costs.

Taxes: Fees are exclusive of applicable taxes. The Customer is responsible for applicable taxes unless we are required to collect them.

No set-off: The Customer may not set off amounts owed to us against amounts allegedly owed by us, unless mandatory law provides otherwise.

Price changes: We may change fees for renewal terms by providing notice at least 60 days before the renewal. If the Customer does not agree, it may choose not to renew.

12. Customer Data, privacy, and data processing

The Customer retains all rights in Customer Data. The Customer grants us a limited right to host, process, transmit, and display Customer Data to provide the Service and support.

DPA: Where we process personal data on behalf of the Customer as a processor, our Data Processing Addendum (DPA) applies and forms part of the agreement. If these Terms conflict with the DPA on data protection matters, the DPA prevails. The DPA is provided with the agreement or made available on request.

Privacy Policy: Our Privacy Policy is available on our website.

13. Security and security incidents

We implement reasonable technical and organizational measures designed to protect the Service and Customer Data. A summary of our technical and organizational measures is set out in the DPA (including its Annexes) and may be updated from time to time, provided overall security is not materially reduced.

Security incident notification: We will notify the Customer without undue delay after becoming aware of a security incident involving Customer personal data and will provide information reasonably required for the Customer's compliance obligations, as further described in the DPA.

14. Intellectual property, feedback, and usage data

We and our licensors own all intellectual property rights in the Service, Documentation, and any updates or enhancements, excluding Customer Data.

Feedback: If the Customer or Authorized Users provide feedback or suggestions, we may use them without restriction or obligation, without identifying the Customer unless agreed.

Service analytics: We may process operational and performance data to operate and secure the Service. Usage analytics used for service improvement are anonymized. Customer-submitted HR and performance content is processed solely to provide and support the contracted Service and is not used for our own independent purposes.

15. Confidentiality

Each party may receive confidential information from the other. Each party will protect the other party's confidential information using at least reasonable care and use it only for purposes of the agreement. Confidentiality obligations do not apply to information that is public without breach, independently developed, or lawfully obtained from a third party.

Customer references: Unless the Customer objects in writing, we may display the Customer's name and logo on our websites and in customer lists solely to identify the Customer as a user of the Service. We will not state or imply the Customer's endorsement without the Customer's prior written consent. The Customer may withdraw this permission at any time by notice, and we will remove the name and/or logo within a reasonable period.

16. Suspension

We may suspend access to the Service (in whole or in part) if: (i) fees are overdue; (ii) we reasonably believe there is a security risk or threat to the Service; (iii) the Customer's use of the Service violates these Terms; or (iv) we are required to do so by law. Where reasonably practicable, we will provide notice and updates regarding the resumption of the Service.

17. Term, termination, and effects

These Terms apply for the Subscription Term stated in the Order. Either party may terminate these Terms for a material breach if the breach is not cured within 30 days after written notice.

Upon termination, the Customer's right to use the Service will cease. Any provisions that by their nature are intended to survive termination (including those relating to confidentiality, intellectual property, liability, and data protection) will survive termination.

18. Data export and deletion

Data export window: Upon termination or expiry (except where termination is for non-payment or serious misuse), the Customer may export Customer Data for 30 days thereafter, subject to technical feasibility and payment of any outstanding amounts.

Deletion: After the export window, we will securely delete Customer Data within 60 days, except to the extent retention is required by applicable law. Database backups are retained on a rolling 45-day basis, with older backups automatically overwritten. Residual copies of deleted Customer Data in backups are removed through that cycle.

19. Warranties and disclaimers

We will provide the Service with reasonable care and skill. Except as expressly stated, the Service is provided "as is" and "as available" and we disclaim all other warranties to the maximum extent permitted by law.

20. Limitation of liability

To the maximum extent permitted by law, neither party will be liable for indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues.

Our aggregate liability for all claims arising out of or relating to the Service in any given annual Subscription term will not exceed the total Subscription fees paid or payable by the Customer for that annual Subscription term.

21. Indemnity

The Customer will indemnify us and hold us harmless from third-party claims arising from Customer Data or the Customer's use of the Service in violation of these Terms or applicable laws.

22. Force majeure

Neither party will be liable for failure or delay in performance to the extent caused by events beyond its reasonable control (for example, internet outages, power failures, government actions, labor disputes, or supplier failures).

23. Assignment

The Customer may not assign or transfer these Terms without our prior written consent, except to an affiliate or in connection with a merger, acquisition, or sale of substantially all assets, provided the assignee agrees to be bound by these Terms.

24. Notices

Formal notices must be sent to the addresses set out in the Order (or updated by notice). Notices may be sent by email and are deemed received on the next business day after sending, provided no delivery failure notice is received. Either party may also send notices by registered mail to the address stated in the Order.

25. Changes to these Terms

We may update these Terms from time to time. If changes are material, we will provide reasonable notice via the Service or email. If the Customer does not agree to a material change, its remedy is to not renew (or, where required by law, to terminate as of the effective date of the change).

26. Severability and waiver

If any provision is held invalid or unenforceable, the remaining provisions remain in full force. A party's failure to enforce a provision is not a waiver.

27. Entire agreement

These Terms, together with the Order and incorporated documents (including the DPA), constitute the entire agreement and supersede prior discussions and understandings.

28. Governing law and jurisdiction

Governing law: The laws of Curaçao.

Jurisdiction: The competent courts in Curaçao.

29. Contact

Questions about these Terms? Contact: office@performancemanagement-online.com