GRC+

# Terms of Service

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# Document Control

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These general terms apply to every quote, order, subscription and agreement under which GRC PLUS B.V. (“GRC+”, “we”) provides services to a client (“you”). They apply to business clients only: our services are not offered to consumers. Your own purchasing terms do not apply unless we accept them in writing.

# 1 Definitions

- **Agreement**: the agreement between you and us, made up of the order or signed proposal (including any statement of work), any data processing agreementA contract setting out how a processor handles personal data on a controller's behalf. Under GDPR Article 28(3), the processing must be governed by a contract or another binding legal act with specified terms., and these terms. If they conflict, that is also the order of priority.
- **Services**: the work we agree to do, such as a managed role (for example outsourced DPOData Protection Officer or CISOChief Information Security Officer), an assessment, an audit, advice or training.
- **Plan**: a managed service with a monthly fee, ordered through a proposal or online.
- **Deliverables**: the reports, documents and other results we produce for you under the Agreement.

# 2 Quotes and how the Agreement is made

Our quotes are valid for 30 days unless they say otherwise. The Agreement is made when you sign or accept a proposal in writing (e-mail is enough), when you complete an online order and payment, or when we start the work at your request. Prices exclude VAT and other taxes unless stated.

# 3 What we do

We perform the Services with the care and skill expected of an experienced professional firm, in line with the professional standards that apply to the work, such as the IIA Standards for internal audit or the SwiftSociety for Worldwide Interbank Financial Telecommunication assessment requirements for a Swift CSPSwift Customer Security Programme assessment. Our obligations are obligations to use best efforts (inspanningsverplichting), not to achieve a particular result, unless the Agreement explicitly says otherwise. We do not guarantee that a regulator, auditor or certification body will reach any particular conclusion.

We may use qualified associates to perform part of the Services. We remain responsible for their


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work, and they are bound by the same confidentiality obligations. If the Agreement names a lead consultant, we replace that person only with your agreement, except in case of illness or departure, when we propose an equally qualified replacement.

## 4 What we need from you

You give us, on time, the access, information, people and decisions we reasonably need, and you make sure the information is correct and complete. Decisions about your organisation, including whether to follow our advice, remain yours. If a delay or extra work is caused by missing input, we may adjust the planning and, after telling you first, charge the extra time at our agreed rates.

## 5 Plans and online sign-up

- A Plan starts on the date in the order and renews automatically each month until it is cancelled.
- You can cancel a Plan with one month’s notice, to the end of a calendar month, unless the order sets a minimum term. Cancel by e-mail or through the customer portal where available.
- Monthly fees are charged in advance. Plans bought online are paid through our payment provider Stripe, with the payment methods shown at checkout. Add-ons follow the same requirements as the Plan they belong to; one-off add-ons are charged once.
- The scope of a Plan, including any included hours, quantities and response times, is described on the plan page at the time of ordering and in your order confirmation. Unused hours do not carry over unless the Plan says they do.
- You can move to a higher Plan at any time; the new fee applies from the next billing period. A move to a lower Plan takes effect at the next billing period after one month’s notice.
- Where we are appointed to a statutory role (for example DPOData Protection Officer or GDPRGeneral Data Protection Regulation representative), the appointment ends with the Plan. We help with a proper hand-over and ask you to update your notices and registrations.

## 6 Fees, invoices and payment

Fees are fixed or based on time spent, as agreed. Travel and accommodation for on-site work are charged only when agreed in advance. We invoice monthly unless agreed otherwise. Invoices are payable within 30 days of the invoice date. If you pay late, we may charge the statutory commercial interest (Article 6:119a of the Dutch Civil Code) and reasonable collection costs, and, after a written reminder, suspend the Services until payment.


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We may adjust fees for Plans and other running agreements once a year, from 1 January, by notice of at least one month. If the increase is more than the Dutch consumer price index (CPI) for the previous year plus 3 percentage points, you may end the affected Agreement on the date the increase takes effect.

# 7 Confidentiality

Each party keeps confidential all non-public information it receives from the other and uses it only for the Agreement. This does not apply to information that is or becomes public without breach, that the receiving party already had or developed independently, or that must be disclosed by law, regulation or court order (in that case the receiving party tells the other first, where allowed). This obligation continues for five years after the Agreement ends, and for as long as the information remains a trade secret.

# 8 Personal data

Where we process personal dataAny information relating to an identified or identifiable natural person, the data subject. A person is identifiable if they can be identified directly or indirectly, for example by a name, an identification number, location data, an online identifier or factors specific to their identity. on your behalf, we act as your processorA person, public authority, agency or other body that processes personal data on behalf of a controller. The processing must be governed by a contract or another binding legal act under Union or Member State law meeting GDPR Article 28(3), and the processor must follow the applicable documented-instruction requirements. and the data processing agreementA contract setting out how a processor handles personal data on a controller's behalf. Under GDPR Article 28(3), the processing must be governed by a contract or another binding legal act with specified terms. that forms part of the Agreement applies. Where we use personal dataAny information relating to an identified or identifiable natural person, the data subject. A person is identifiable if they can be identified directly or indirectly, for example by a name, an identification number, location data, an online identifier or factors specific to their identity. for our own purposes, such as managing the relationship and invoicing, we are the controllerThe person, public authority, agency or other body that, alone or jointly with others, decides the purposes and means of processing personal data. The controller carries primary responsibility for GDPR compliance and must be able to demonstrate it., as described in our privacy notice. We use the sub-processorsSub-Processor listed on our sub-processors page and tell you before we add or replace one, so you can object.


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## 9 Independence

For audits and assessments, we do not assess work that we designed, implemented or operated ourselves. If a conflict of interest arises, we tell you and agree how to deal with it. We do not accept commissions or other benefits from vendors we recommend or assess.

## 10 Intellectual property

Once you have paid for them, you receive the right to use the Deliverables for your own internal purposes and to share them with your regulators, auditors, advisers and group companies. We keep all rights in our methods, tools, templates and know-how, including where they are used in a Deliverable, and may reuse general knowledge gained in the work, without your confidential information. You may not publish a Deliverable or present it as an opinion addressed to third parties without our written consent.

## 11 Use of AI tools

We may use AIArtificial Intelligence tools to support our work, under the safeguards in our responsible AI statement. A qualified person reviews and takes responsibility for every Deliverable. We do not enter your confidential information into AIArtificial Intelligence tools that use it for training, and we follow any further restrictions you set in writing.

## 12 Liability

Our total liability under or in connection with the Agreement is limited to the fees paid for the Services concerned in the 12 months before the event that caused the damage, and in any case to the amount paid out under our professional indemnity insurance for that event. We are not liable for indirect or consequential damage, such as lost profit, lost savings, damage from business interruption, or fines imposed on you, to the extent the law allows such an exclusion. These limits do not apply to damage caused by our intent or gross negligence (opzet of bewuste roekeloosheid).

A claim must be made in writing within 12 months after you discovered, or could reasonably have discovered, the damage; otherwise the right to compensation lapses.


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## 13 Force majeure

Neither party is liable for failure to perform caused by circumstances beyond its reasonable control, such as natural disasters, war, epidemics, large-scale outages of third-party infrastructure or government measures. If such a situation lasts more than 60 days, either party may end the affected part of the Agreement in writing.

## 14 Term and termination

Project agreements end when the Services are completed. Running agreements continue until cancelled as described above. Either party may end the Agreement with immediate effect in writing if the other party seriously breaches it and does not remedy the breach within 30 days of a written notice, or if the other party is declared bankrupt or granted a suspension of payments. On termination you pay for the Services performed up to that date. Clauses that by their nature should survive termination, such as confidentiality, intellectual property and liability, remain in force.

At the end of the Agreement, we return or delete your data as agreed in the data processing agreementA contract setting out how a processor handles personal data on a controller's behalf. Under GDPR Article 28(3), the processing must be governed by a contract or another binding legal act with specified terms., and keep only what we must keep by law or professional standards.

## 15 Non-solicitation

During the Agreement and for 12 months after it ends, neither party actively recruits staff of the other who worked on the Services, without the other’s written consent. General job advertisements are not covered.

## 16 Changes to these terms

We may change these terms. For running agreements, we tell you at least 30 days before the change takes effect. If a change is to your disadvantage, you may end the affected Agreement before the change takes effect. The version that applied when you ordered applies to one-off projects.


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## 17 Law and disputes

The Agreement is governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods does not apply. We will first try to solve a dispute together. If that fails, the competent court in Amsterdam, the Netherlands, has exclusive jurisdiction, unless mandatory law says otherwise.

## 18 Contact

GRC PLUS B.V. · Keurenplein 41, 1069 CD Amsterdam, Netherlands · Chamber of Commerce 83892648
sales@grc.plus

These terms replace the Terms & Conditions published before 19 October 2026. You can save or print them with the link at the top of this page.

**Is this the latest version?**
Scan the code or open grc.plus/terms. Version 2.3 was in effect from 1 February 2026.

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