

General Terms and Conditions Utonomy B.V.

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1. Who we are

Welcome to Upod! Upod is offered by Utonomy B.V. (“Utonomy”). We build a service that allows you to store, manage, and share your own data in a way that is secure, organized, and entirely yours.

2. What these terms regulate

These General Terms and Conditions apply to everyone who creates an Upod account and uses the service. They explain what you can expect from us, what we can expect from you, and how you determine which data is stored and who may access it.

3. The basis of Upod: you decide everything

3.1 You choose which data is stored

When you start using Upod, we help you get started by asking you a few simple questions. You decide which data you enter and want to keep. In short: all the data you add to your data store is there because you want it to be.

3.2 You determine who gets access

Other parties only get access to your data if you explicitly give permission. If you say “no,” nothing happens. If you say “yes,” you know exactly what for. Access is always your choice and happens only under your control.

4. Where your data is stored

Upod uses a personal data store (“pod”). That is your digital vault.

4.1 Personal data store of SNDK

By default, we create a personal data store for you at Stichting Nederlandse Datakluis (SNDK). SNDK manages this vault and does not use your data itself. SNDK has its own general terms and conditions and a privacy statement where you can read this.

4.2 Linking your own data store

If you already have a personal data store (technically: a Solid pod), you can link it to Upod as soon as this linking option becomes available. Upod will then work with it just as it does with an SNDK vault. In all cases: your data store is yours, not ours.

5. What we do

We help you with:

- creating or linking your data store,
- filling in information when you start using Upod,
- managing your data in an organized way,
- setting and withdrawing permissions,
- sharing data with parties you choose.
- we establish the conditions under which other parties may view your data on your behalf, in a data processing agreement. We can also create statistics and insights for ourselves and others in a completely anonymous form. These insights never contain information that can be traced back to you.

6. What you do

We ask you to:

- handle Upod carefully,
- keep your account information private,
- do nothing that can damage the service,
- let us know if something is wrong.

7. Security

We secure Upod with modern techniques. Just like your own home, 100% security does not exist, but we do everything reasonably possible to protect your data.

8. Availability

We strive for high availability, but sometimes maintenance is necessary. We will let you know if we perform maintenance that temporarily makes Upod unavailable or not fully usable.

9. Liability

Upod is free for you. If something goes wrong, these clear agreements apply:

- We are only liable for direct damage caused by our mistake.
- We are not liable for indirect damage, consequential damage, or data loss.
- Our liability is limited to what the law requires of us — no more than that.

10. Changes to the service

We continuously improve Upod. Sometimes we add features or remove something. In that case, we will let you know.

11. Changes to these terms

If we adjust these terms, we will let you know. If you disagree with a change, you can always delete your account.

12. Terminating your account

You can stop using Upod at any time. If you delete your account:

- your data will be removed from Upod,
- your data store at SNDK will be deleted (if you use it),
- or your link to your own data store will be removed.

13. Applicable law

Dutch law applies to these terms. Disputes are handled by the court in Amsterdam.