Terms of Use

fam. Technologies · Effective date: 11 November 2026

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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 (Admin)" means an individual granted the admin flag on an Organization's account, with authority to manage settings, invite users, and administer the Organization's subscription. Each Admin seat is a paid seat billed to the Organization. An Organization must always retain at least one Administrator.
- "Operator" means a paid user seat with access to operational features of the Service (ticket management, asset tracking, planned work). An Organization may have zero or more Operators.
- "Requester" means a free user seat that may submit requests and interact with tickets in a limited capacity. Requesters are available only on an active Operations Plan and are not a billing line item. There is no cap on the number of Requesters.
- "Service Delivery Plan" means the no-cost access tier available to provider and service-delivery organizations, which includes one unbilled Administrator and any number of free Operators, but does not include Requester seats.
- "Operations Plan" means the paid subscription tier required for organizations running their own operations (tickets, assets, planned work), comprising one or more Administrator seats and optionally Operator seats and Requesters.
- "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.

All users — Administrators, Operators, and Requesters — are added to the Service by an Organization Administrator via an invitation. There is no open self-registration. Each user is bound by these Terms. When inviting a Requester, the Administrator must assign a home location as part of the invitation.

4. Service Delivery Plan (free tier)

Organizations operating as providers or service-delivery organizations may use the Service at no charge under the Service Delivery Plan. This tier includes one Administrator seat and any number of Operator seats, all unbilled. Requester seats are not available on the Service Delivery Plan.

The features available under the Service Delivery Plan are as 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 Operations Plan is billed per seat across two paid tiers, at the prices shown at fam.services/pricing:

- Administrator seats (minimum 1).
- Operator seats (minimum 0).
- Requester seats: free, unlimited, available only on an active Operations Plan.

The following terms apply to all Operations Plan subscriptions:

- You choose your billing cadence once, when you start your subscription, and it applies to all seat types on the subscription: monthly (default) or annual (12 months billed upfront at a discounted rate). It is not possible to mix billing intervals across seat types within a single subscription.
- Annual subscriptions are billed in full at the start of each annual period. The annual price reflects a discount versus the monthly rate; no separate coupon or trial is offered.
- Seat counts may be increased at any time. Additional seats are charged immediately on a prorated basis for the remainder of the current billing period.

- Seat counts may be decreased. Reductions take effect at the start of the next billing period. No credit or refund is issued for the current period. Billing for any period reflects the highest seat count active during that period (high-water mark).
- An Organization must always retain at least one Administrator seat. It is not possible to remove all Administrators while on an active Operations Plan.
- Administrator access may be granted to individuals who are members of another Organization (for example, a board member or a collaborator from another organization). Any Administrator seat granted on your Organization is billed to your Organization, regardless of where the individual's primary account is held.
- There is no time-limited free trial. A subscription paid by card or SEPA Direct Debit begins when you complete checkout. A subscription paid by bank transfer begins as soon as you start it, before its first invoice is paid.
- All fees are exclusive of applicable taxes. You are responsible for any VAT, sales tax, or other applicable taxes on your purchase.
- Prices are in the currency you choose when you start your subscription, and your subscription stays in that currency while it is active. Bank transfer is available only for subscriptions in euros. Check current prices at fam.services/pricing or when you start your subscription, as prices may change from time to time. We tell you by email at least 30 days before a price change takes effect. If you already have a subscription, the new price applies to it from the start of your first billing period that begins on or after that date.

6. Payment and billing

Payments are processed by Stripe Payments Europe, Limited on behalf of fam. Technologies. Stripe's own terms and privacy policy govern the processing of your payment information. You can pay your subscription fees in one of these ways:

- **Card.** You authorize us to charge your card for the applicable subscription fees as they fall due: at the start of each billing period, and immediately for seats you add during a period (Section 5).
- **SEPA Direct Debit.** By accepting the SEPA Direct Debit mandate at checkout, you authorize us to collect the applicable subscription fees from your bank account as they fall due: at the start of each billing period, and immediately for seats you add during a period (Section 5). A direct debit can take up to 6 business days to complete, and your subscription stays active in the meantime.
- **Bank transfer** (subscriptions in euros only). We send an invoice for each billing period, and for seats you add during a period, to your billing email address. Each invoice is due 14 days after it is issued and must be paid to the bank account shown on it. You pay any fees your bank charges for the transfer.

Late or failed payments. A payment is overdue when a card payment or direct debit fails, or when an invoice is not paid by its due date. We show this on your Organization's billing page and may

also tell you by email. If your bank or card issuer takes back a payment (a SEPA Direct Debit refund or a card chargeback), we send an invoice for the same amount to your billing email address. It is due 14 days after it is issued and, like any other invoice, is overdue if it is not paid by then.

- If an earlier payment for the subscription has succeeded, you keep access to the Operations Plan for 7 days after the payment becomes overdue. If it is still overdue after those 7 days, access to the Operations Plan is suspended.
- If the overdue payment is the first payment for the subscription, access to the Operations Plan is suspended immediately.
- While access is suspended, your data, settings and seats stay as they are, and access returns as soon as we receive the overdue payment.
- If the payment is still overdue 30 days after it became overdue, the subscription is canceled immediately and your Organization moves to the Service Delivery Plan as described in Section 7. You still owe any amount left unpaid, and you can start a new subscription once it is paid.

7. Cancellation and refunds

You may cancel your subscription at any time on your Organization's billing page or by contacting us at support@fam.services. While a payment is overdue, you can cancel only by contacting us.

Cancellation takes effect at the end of the current billing period, not immediately. The one exception is a cancellation for non-payment under Section 6, which takes effect immediately. Unless access is suspended under Section 6, you keep full access to the Operations Plan, including all seat types, until the end of that period:

- Monthly subscribers retain access until the end of the current monthly period.
- Annual subscribers retain access until the end of the prepaid annual period. No refund is issued for the remaining months of the prepaid year.

Before the current billing period lapses, you may undo a pending cancellation and keep your subscription, without loss of data or configuration. Once the period has elapsed, reinstatement requires a fresh subscription.

Upon expiry of a canceled Operations Plan, the Organization's account transitions to the Service Delivery Plan. Requester seats are converted to free Operator seats. All Administrators beyond one are demoted to free Operator seats. No data is deleted as a result of this transition.

We do not offer refunds except where required by applicable law. Seat reductions do not generate credits or refunds for the current billing period.

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;
- rate your own Organization's work, rate in return for a reward, or write a public comment that is false, names a person, or reveals confidential information.

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.

Ratings and public comments. When you rate work a provider did for your Organization, you grant us a non-exclusive, royalty-free, worldwide licence to show that rating, and the public comment you choose to write with it, on the provider's public page on the Service, for as long as that page exists. The page shows neither your name nor your Organization's name. Every rating that counts towards a provider's score is shown, and a provider cannot choose which ones appear. If your Organization is a provider, its ratings and public comments appear on its public page in the same way. We may remove a public comment that breaks these Terms or the law, and we remove one when its author asks us to.

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.

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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.
- These Terms are written in English, and only the English text is binding.
- 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 or by post at Biltstraat 335b, 3572AS Utrecht, Utrecht, Netherlands.