

# SE Factory B.V. – EMDR Kit Online – Terms of Service

Version: 02/06/2026

## Article 1: Scope of Service

1.1 SE Factory B.V. ("EMDR Kit") provides a cloud-based Software-as-a-Service (SaaS) platform ("the Platform"). The Platform is designed to allow trained EMDR therapists to **remotely provide bilateral stimulation** (visual and auditory) and **control compatible EMDR Kit hardware devices** during therapy sessions.

1.2 These Terms of Service (ToS) govern the access to and use of the Platform. By creating an account, the User agrees to be bound by these terms.

1.3 **Hardware & Software Compatibility:** The Platform is designed for use with specific EMDR Kit hardware and modern web browsers. EMDR Kit does not guarantee compatibility with legacy hardware (pre-2020) or outdated browser versions. Compatibility lists are maintained on our website.

## Article 2: Professional Eligibility and Accounts

2.1 **Professional Warranty:** Access is strictly limited to professionally trained EMDR practitioners. By registering, the User explicitly represents and warrants that they possess the necessary clinical qualifications to conduct EMDR therapy.

### 2.2 Account Types:

- **Individual Accounts:** Strictly personal and private.
- **Organization Accounts:** The subscribing organization (e.g., a clinic) is responsible for the actions of its authorized users and for managing access credentials.

2.3 **Security:** Users are responsible for maintaining account confidentiality. Multi-Factor Authentication (MFA) is provided, and its use is strongly recommended to ensure healthcare-level security. User is responsible for validating if the offered security is adequate. Even though EMDR Kit commits to security, there is no guarantee given.

2.4 **License:** Users have the right to use the Platform under these ToS during the time they have a Free Trial or Paid Subscription. This license has one of the abovementioned types, is non-transferable and only usable for the in article 1.1 mentioned purpose. Any other purpose or use is strictly forbidden. Any use breaching local or international law or regulation is forbidden.

## Article 3: Free Trial and Subscriptions

3.1 **Free Trial:** EMDR Kit may offer a 30-day trial (e.g., via a code). No credit card is required. After the trial, the account reverts to a limited "Free Tier" unless a paid subscription is started.

3.2 **Paid Subscriptions:** Users can choose between monthly and annual billing.

3.3 **Data Retention after Cancellation:** Upon termination of a paid subscription, User settings and presets will be retained for **90 days**. After this period, EMDR Kit reserves the right to permanently delete all non-fiscal data associated with the account. If User is obligated or interested in retaining the data, there is a option for downloading the data during the subscription term.

## Article 4: Term and Termination

4.1 **Monthly Subscription:** Cancelable at any time via account settings or email. Access remains active until the end of the current monthly period.

4.2 **Annual Subscription:** Cancelable at any time during the term. Cancellation takes effect at the end of the current annual period; no refunds are granted for the remaining months.

4.3 **Termination by EMDR Kit:** We reserve the right to suspend or terminate accounts in case of breach of these terms, non-payment, or suspicion of misuse.

## Article 5: Updates and Maintenance

5.1 **Continuous Improvement:** We reserve the right to unilaterally update, modify, or remove features, stimuli parameters (speed, color, sound), or interface elements at any time.

5.2 **Maintenance:** EMDR Kit reserves the right to temporarily suspend the Platform for maintenance. We strive to notify Users 24 hours in advance and perform updates outside standard business hours when possible. We strive to keep the suspension time to a minimum. User is never entitled to any reimbursement for non-usage during this suspension.

## Article 6: Medical Disclaimer and Responsibility

6.1 **Not a Medical Device:** The Platform is a technical support tool for stimulus delivery and is **not** a medical device. It does not diagnose, monitor, or treat conditions independently.

**6.2 Clinical Responsibility:** The User is solely responsible for the clinical application of the EMDR method, the well-being of the client, and the results of the treatment. EMDR Kit is not liable for clinical outcomes or psychological distress resulting from the use of the Platform or specific EMDR Kit hardware.

## Article 7: Technical Dependencies and Performance

**7.1 External Factors:** The Platform depends on third-party factors (internet connectivity, video conferencing tools like Zoom/Teams, local hardware/software). EMDR Kit is not liable for interruptions caused by any of these factors.

**7.2 Stimuli Performance:** The quality and "smoothness" of bilateral stimulation are dependent on the User's and Client's hardware and browser performance. EMDR Kit is not liable for "lag," "stuttering," or audio-visual desynchronization caused by external technical factors.

## Article 8: Support

**8.1 Channels:** Support is available via email, telephone, help center, chatbot, and automated troubleshooter.

**8.2 Response Time:** We strive to respond within one (1) business day. This is a "best effort" commitment and not a guaranteed Service Level Agreement (SLA).

## Article 3: Intellectual Property and Use Restrictions

**9.1 Ownership:** All IP rights regarding the Platform, software, and stimuli algorithms remain the exclusive property of SE Factory B.V.

**9.2 Restrictions:** Users shall not (and shall not allow third parties to) copy, modify, decompile, "scrape," or reverse-engineer the Platform or attempt to extract the source code.

## Article 10: Data Privacy and Security

**10.1 Zero Client-Data Policy:** We do not store patient files, session logs, or identifiable medical records. Client access is managed via session-based "Magic Links."

**10.2 Prohibition of PII:** Users are strictly prohibited from entering Personally Identifiable Information (PII) of clients (e.g., names) in free-text fields or "Preset" names. Any violation is the sole responsibility of the User.

**10.3 Employee data:** Regarding the Personally Identifiable Information (PII) of employees is the Data Processing Agreement (DPA) provided by SE Factory B.V. part of the agreement between User and SE Factory B.V..

10.4 **Hosting:** The Platform is hosted on ISO 27001 and NEN 7510 certified servers in the Netherlands.

10.5 **Breaches:** If User has any (potential) sign of a hack, data breach or security breach or anything similar, User shall inform SE Factory B.V. as soon as possible.

## **Article 11: Liability, Law and Language**

11.1 **Limitation:** Save for intent or gross negligence (*opzet of grove schuld*), liability is limited to the amount paid for the subscription in the 12 months preceding the claim. Indirect and consequential damages are excluded. Damages caused by improper use of the Platform or the EMDR Kit hardware are excluded. Conditional for any claim for damages is that the claim is received by SE Factory B.V. within 14 days after the damage is caused.

11.2 **Governing Law:** These Terms are governed by Dutch law. Disputes shall be settled by the competent court in the District of Noord-Nederland, the Netherlands.

11.3 **Language:** These conditions are drafted in English. The English text is decisive in the event of discrepancies with translations.