

General Terms and Conditions Stichting Nederlandse Datakluis (SNDK)

Version 1.0, 17 December 2025

1. Who we are

Stichting Nederlandse Datakluis (“SNDK”) manages personal data stores for users in the Netherlands.

Our task is simple:

We keep your data safe for you — and we cannot see it ourselves.

We never use your data for our own purposes.

We do not sell anything.

We do not analyze anything.

We only execute what you instruct us to do through the services you use.

2. What these terms regulate

These General Terms and Conditions apply to everyone who uses a personal data store (“pod”) hosted by SNDK. They describe:

- what you can expect from us,
- what we can expect from you,
- and how your data store works.

3. What we do

SNDK ensures:

- the storage of your data store,
- the security of your data store,
- the availability of the infrastructure,
- the execution of your instructions, which come to us through services like Upod.

We will not read, use, transmit, copy, or analyze the contents of your data store.

4. What you do

We ask you to:

- use the data store according to the law and these terms,
- not store illegal or harmful content,
- not perform actions that could damage our servers.

You are always responsible for what you store in your data store.

5. No access by SNDK

We store your data securely and, where necessary and possible, encrypted. Within SNDK, no one has access to your data. Your data can only be seen by a party to whom you have given permission to view the data.

6. Who gets access to your data

Only you determine who gets access to your data. When you give a service — for example, a website, app, or (AI) service — permission to view your data, this only happens:

- if you have explicitly given permission,
- for the data you choose,
- and for the purpose you choose.

Even with permission, a third party may not:

- store your data,
- transmit your data,
- sell your data,
- use your data for purposes other than those you have given permission for.

SNDK requires all affiliated services to comply with this prohibition. Please also read our privacy statement.

7. What SNDK does not do

We want to make it very clear. SNDK does not use your personal data for:

- profiling,
- data analysis,
- commercial use,
- resale,
- copying data for others,
- sharing your data with others.

We only manage your data store on a special server.

8. Liability

We take security very seriously. However, we must make this legally clear:

- SNDK is only liable for direct damage caused by our fault.
- We are not liable for indirect damage, consequential damage, or data loss.
- Our liability remains within what is legally required and is never higher than what our insurance covers.

9. Disruptions and maintenance

We ensure a stable, secure service, but sometimes maintenance is necessary. If possible, we will inform you in advance if the maintenance will affect your use of your personal data store.

10. Abuse by third parties: enforcement and fines

If a third party abuses your data — for example, by:

- storing your data without permission,
- sharing your data,
- selling your data,
- using your data for a purpose other than what you agreed to,

then that party violates our rules and the law.

SNDK can then:

- block that party's access, and
- impose a fine according to our sanction rules.

11. Termination of your data store

If you stop, we will delete:

- your data store (if you use one from SNDK),
- all data,
- all links with services.

You can also switch to another data store service and transfer your data there.

12. Changes to these terms

If we change these terms, we will let you know through the service you use (for example, Upod) or by email.

If you disagree with a change, you can delete your data store.

13. Applicable law

These terms are governed by Dutch law. Disputes are handled by the court in Amsterdam.