

**GENERAL TERMS AND CONDITIONS OF  
MYBUSINESSMEDIA BV**

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## **CONTENTS**

### **A. GENERAL PROVISIONS**

- A.1 Definitions
- A.2 Applicability
- A.3 Offer, order and coming into effect of the Agreement
- A.4 Long-distance purchase
- A.5 Prices and rates
- A.6 Invoicing and payment
- A.7 Delivery and delivery periods
- A.8 Force majeure
- A.9 Complaints; return consignments
- A.10 Retention of title and risk
- A.11 Intellectual and industrial property rights
- A.12 Personal data
- A.13 Liability on the part of the Publishing Company and indemnity
- A.14 Termination of the Agreement
- A.15 Technical requirements and specifications
- A.16 Applicable law and disputes
- A.17 Miscellaneous provisions
- A.18 Obligation to provide information

### **B. SUBSCRIPTIONS**

- B.1 Duration and termination

### **C. ELECTRONIC PRODUCTS**

- C.1 Electronic Products Right of Use
- C.2 Service and Helpdesk for Electronic Products
- C.3 Security measures for the Customer's network

### **D. SERVICES**

- D.1 Applicability
- D.2 Execution
- D.3 Amendments and contract extras

### **E. MAKING ADDRESSES AVAILABLE**

- E.1 Personal data, right of inspection of the Publishing Company, derogations
- E.2 Counting; elimination of double entries; returns
- E.3 Cancellation
- E.4 Liability; use of Addresses

### **F. STUDY PROGRAMMES, COURSES AND TRAINING**

- F.1 Registration
- F.2 Rates and payment
- F.3 Cancellation
- F.4 Training programme contents
- F.5 Exams

### **G. SOFTWARE**

- G.1 Software right of use
- G.2 Third party Software
- G.3 Tailor-made Software development
- G.4 Delivery, installation, and acceptance
- G.5 Guarantee
- G.6 Duration
- G.7 Liability
- G.8 Maintenance
- G.9 Applicability of provisions Part C

**H. CONDITIONS FOR PARTICIPANTS, SPONSORS, AND EXHIBITORS OF EVENTS**

- H.1 Definitions
- H.2 Applicability
- H.3 Dates and duration
- H.4 Payment
- H.5 Liability
- H.6 Inability to attend of sponsors
- H.7 Inability to attend of participants
- H.8 Event contents
- H.9 Regulations for Participants or sponsors
- H.10 Conditions for clients of events

**I. MYBUSINESSMEDIA PRODUCTS**

- I.1 Search Engine Optimisation
- I.2 Software right of use
- I.3 Advice
- I.4 Support
- I.5 Keyword advice

**J. THIRD PARTY PRODUCTS**

- J.1 Third Party Products
- J.2 General Terms and Conditions for Third Parties

## A.GENERAL PROVISIONS

### A.1 Definitions

- A.1.1 In these General Terms and Conditions the following terms have the following meaning:
- Subscription:** an agreement on the basis of which the Publishing Company provides Content and/or Issues and/or Updates;
- Addresses:** third party (address) details made available by the Publishing Company to the Customer for the execution of advertising campaigns, mailings, etc.;
- Issue:** new or changed Content, which the Publishing Company provides periodically to the Customer with a Subscription to a Folio Product;
- Customer:** the party that has concluded (whether or not directly or by means of a power of attorney) an Agreement with the Publishing Company;
- Content:** works, writings, information or other material (not consisting of Software), in whatsoever form, issued or made available by the Publishing Company;
- Consumer:** a student or a natural person aged 65 years or older;
- Participant:** a natural person who participates in a Study Programme;
- Service(s):** work executed by the Publishing Company on the orders of and/or for the benefit of the Customer, such as inter alia organisation or automation recommendations, placing advertisements, applicability research, consultancy, study programmes, training courses, support, organising trade fairs, conventions and events, making Addresses available, designing or developing Software or information systems, with the exception of publishing of works;
- Electronic Product:** an interrelated quantity of Content in digital or electronic form, including any Updates forming part thereof;
- Exam:** an exam to be conducted by or on behalf of the Publishing Company or by a third party following a Study Programme;
- Folio Product:** an interrelated quantity of Content in printed form, including any Issues;
- Error:** when the Software does not fulfil the functional specifications outlined by the Publishing Company in writing, nor the expressly agreed functional specifications.
- Licensed User:** a natural person, employed in the Customer's organisation, who has the right to use an Electronic Product or Software as evident from the Agreement, or as evident from these General Terms and Conditions;
- Minor Errors:** consisting of Errors that do not reasonably prevent the operational or productive commissioning of the Software.
- New Version:** modifications of or additions to the Software, which the Publishing Company provides periodically to the Customer if this ensues from the Agreement;
- Making available Online:** the Publishing Company offering access to Content or Software to the Customer through an electronic communication network;
- Study Programme:** all study programmes arranged or organised by or on behalf of the Publishing Company or under licence of the Publishing Company, or parts of study programmes of one or more part-days, training course included therein, whereby a part-day consists of a consecutive teaching period of at least two and not exceeding four hours, a short break included;

**Agreement:** an agreement (in writing) between the Publishing Company and the Customer, whereby the Publishing Company undertakes to deliver one or more Products or Services to the Customer against payment by the Customer of the fee applicable thereto;

**Product:** a Folio Product, an Electronic Product, Software, or any item, as well as combinations thereof, which will be delivered by the Publishing Company to the Customer. If a Product consists of a combination of a Folio Product and/or Electronic Product and/or Software, the relevant provisions of these General Terms and Conditions will jointly apply to that Product;

**Software:** the computer software which is delivered or made available for use by the Publishing Company to the Customer, including any New Versions forming part thereof;

**Publishing Company:** the private limited company MYbusinessmedia bv, with its registered office at Mr. H.F. de Boerlaan 28, 7417DA Deventer; Chamber of Commerce registration number: 38024749;

**Update:** new or changed Content, which the Publishing Company provides periodically to the Customer with a Subscription to an Electronic Product;

**Dispatch:** the sending by the Publishing Company to the Customer of a Product in physical form (whether or not on an electronic data carrier) or through an electronic communication network.

- A.1.2 If there are notifications in these General Terms and Conditions that must be made 'in writing', then in writing is also taken to mean a notification by fax or by email.
- A.1.3 The provisions of this general part A apply in addition to the provisions of the special parts (B up to and including G), whereby the provisions of the special parts will prevail if and in so far as (also) applicable.
- ### A.2 Applicability
- A.2.1 These General Terms and Conditions apply to all offers and tenders from the Publishing Company and to each Agreement between the Customer and the Publishing Company.
- A.2.2 Additional and/or derogating terms and conditions - also taken to mean purchase terms and conditions - of the Customer will not form part of the Agreement, are expressly rejected and will therefore not bind the Publishing Company, unless the Publishing Company has expressly accepted these terms and conditions in writing.
- A.2.3 If these General Terms and Conditions are amended in the interim, the amended version thereof will form part of each Agreement that is concluded after the time of the coming into effect of the amendment.
- A.2.4 If it has become evident that one or more provisions of these General Terms and Conditions are null and void or voidable or are voided, all other provisions of these General Terms and Conditions will remain in full force. In that case the Publishing Company and the Customer will enter into consultations with the objective of reaching agreement on new provisions for the replacement of the null and void or voided provisions, in which the objective of these General Terms and Conditions will be taken into consideration as much as possible.
- A.2.5 If the Publishing Company does not always require strict compliance by the Customer with these General Terms and Conditions, this does not mean that the Publishing Company would lose the rights in other cases to require strict compliance with these General Terms and Conditions.

- A.2.6 The Publishing Company's data will be the guiding principle, subject to proof to the contrary from the Customer.
- A.3 Offer, order and coming into effect of the Agreement**
- A.3.1 All offers and tenders from the Publishing Company will lapse after 30 days after the date thereof, unless the contrary is expressly stated in writing.
- A.3.2 The Agreement will come exclusively into effect by means of confirmation in writing from the Publishing Company of the order, registration or assignment placed by the Customer in writing or verbally (by telephone) with the Publishing Company and the acceptance thereof by the Publishing Company. The Customer accepts these General Terms and Conditions by means of his/her written or verbal order, registration, or as the case may be by providing the assignment. The Agreement (whether or not concluded long-distance) will be governed by the contents of the confirmation of the order from the Publishing Company and the General Terms and Conditions of the Publishing Company. No rights can be derived from earlier offers and notifications.
- A.3.3 The acceptance by the Publishing Company referred to in article A.3.2 can take place through any means of communication. This also applies if the order or assignment from the Customer has taken place by electronic means. An electronic signature will be valid only if this complies with the reliability requirements determined by the Publishing Company.
- A.3.4 No obligation rests with the Publishing Company to make resources available to the Customer in order to enable the Customer to trace or correct input errors. The contents of the assignment or order from the Customer as these have been received by the Publishing Company will apply as correct between parties. Input errors and other errors made during the providing of the order or assignment will be at the Customer's expense and risk.
- A.3.5 If the Agreement has come into effect by electronic means, the Agreement will only have effect after confirmation by the Publishing Company of the acceptance of the offer from the Customer.
- A.3.6 Model changes with regard to forms and/or office supplies, as well as changes of order units, are reserved to the Publishing Company. In the event of use of standard packaging, the delivery will exclusively take place in the stated units or multiples thereof.
- A.3.7 The Publishing Company cannot be bound by its offer if the Customer, according to standards of reasonableness and fairness, and according to generally accepted opinions, ought to have understood that the Publishing Company's offer or a part thereof contains an obvious error, mistake, fault, or clerical error.
- A.3.8 These Terms and Conditions can be amended by means of a notification in writing from the Publishing Company to the Customer. In the event of the absence of objection within 30 days after the notification, the amended Terms and Conditions will apply from the day of the notification to all new Agreements, as well as to all ongoing Agreements, in so far as these are executed after the day of the notification.
- A.3.9 The Publishing Company can correspond with the Customer via the email address provided by the Customer.
- A.3.10 The Publishing Company will place advertisements under the responsibility of the Customer, but will be entitled to cease and keep ceased the delivery of Products or the placing of advertisements in the event that the Products

to be delivered, or the advertisements to be placed by the Publishing Company upon the request from and/or for the benefit of the Customer, will result in:

- a) infringement of any intellectual and/or industrial property rights accruing to third parties; or
  - b) the dissemination of unlawful contents including but not limited to (child) pornographic materials, or information intended to discriminate with regard to appearance, race, religion, gender, culture, origins, or otherwise to incite hatred and/or violence.
- The cessation of the delivery of Products or placing of advertisements by the Publishing Company determined on the basis of this article will not give the Customer any right to compensation of amounts already paid to the Publishing Company and/or compensation of any damage suffered by the Customer. The Publishing Company retains the right to payment of all amounts owed by the Customer.

#### **A.4 Long-distance purchase**

- A.4.1 If and in so far as the Customer is a Consumer, the provisions of this article A.4 apply as well. The applicability of Section 46f, first subsection, Book 7 of the Dutch Civil Code is expressly excluded.
- A.4.2 In derogation from the provisions of article A.9.1, A.9.2, and A.14, the Consumer has the right for fourteen calendar days after the receipt of the goods delivered by the Publishing Company, to cancel the long-distance purchase without stating reasons. Invoking the termination must be done by the Customer by means of a written notice addressed to the Publishing Company, which must have reached the Publishing Company within the period referred to in the previous sentence. In derogation from the provisions of article A.9.1, A.9.2, and A.14, the Customer has the right, for three working days after the receipt of the goods delivered by the Publishing Company, to terminate the long-distance purchase without stating reasons.
- A.4.3 The Customer must return the delivered goods in the event described in article A.4.2 in proper packaging and provided with the original Dispatch documents at the expense and risk of the Customer.
- A.4.4 The provisions of article A.4.2 will not apply if the Agreement concerns:
- a. the delivery of Services;
  - b. goods that have come into existence in accordance with the Customer's specifications;
  - c. items that are clearly of a personal nature or produced for a specific individual;
  - d. that by their nature cannot be returned;
  - e. goods with a short shelf-life;
  - f. sealed Software, the seal of which has been broken by the Customer;
  - g. newspapers and magazines, also including newsletters and instant messages.

#### **A.5 Prices and rates**

- A.5.1 The delivery of Products and Services will take place at the prices applied by the Publishing Company at the time of the coming into effect of the Agreement.
- A.5.2 Unless expressly agreed otherwise in writing with the Customer, or stated otherwise, all prices and rates applied by the Publishing Company are exclusive of turnover tax (VAT) and of any other duties imposed by authorities, and exclusive of installation, assembly, transport or dispatch costs. If the price is based on the expected Content quantity to be delivered, the price will

be recorded afterwards as final on the basis of the actual Content quantity delivered.

- A.5.3 The Publishing Company charges the costs of making new materials ready (cPDF) for print editions and print issues to the Customer. In the event that the Publishing Company places advertisements for the Customer, the Publishing Company will not be responsible for errors and inaccuracies in the materials delivered - or approved - by the Customer.
- A.5.4 The Publishing Company retains the right to change the prices and rates. Any changed prices and rates will apply from the time when these are implemented by the Publishing Company, barring other agreements.
- A.5.5 In the event of a price and/or rate increase within 3 months after the concluding of the Agreement, the Publishing Company will inform the Customer of this in advance in so far as reasonably possible. If the Customer does not agree to this price and/or rate increase, the Customer will be entitled to terminate the Agreement by means of notification in writing to the Publishing Company. If the Publishing Company has not received this notification within thirty days after the Customer has received the notifications concerning the price and/or rate increase, or at least after the Customer reasonably could have become aware of the price and/or rate increase, the Customer will be deemed to have agreed to the price and/or rate increase.
- A.5.6 The provisions of article A.5.2 apply to forms and office supplies, unless the net invoice amount exceeds an amount to be determined by the Publishing Company or has been otherwise agreed. A minimum order amount to be determined by the Publishing Company applies to orders placed in writing and by telephone. The minimum order amount does not apply to online orders.
- A.5.7 A minimum order amount as set out in the most recently applicable price and rate list of the Publishing Company applies to the making available of Addresses.

## **A.6 Invoicing and payment**

- A.6.1 The Publishing Company will invoice for a Product at or after the Dispatch or making available Online of the Product. The Publishing Company will invoice for Services at the commencement of the Services, unless expressly agreed otherwise with the Customer. In derogation from the above, the invoicing for Subscriptions takes place in conformity with part B of these General Terms and Conditions.
- A.6.2 Payment by the Customer must take place within fourteen days after the invoice date to a bank and/or giro account designated by the Publishing Company, unless expressly agreed otherwise in writing.
- A.6.3 The payments made by the Customer will serve firstly for the payment of all interest and costs owed, and only thereafter for payment of the invoice outstanding the longest, and thereupon the due and payable invoices, even if the Customer states that the payment relates to a later invoice.
- A.6.4 The Customer is not permitted to set off his/her payment obligation towards the Publishing Company against a claim of the Customer against the Publishing Company, on whatsoever basis, without express permission in writing from the Publishing Company.
- A.6.5 The Publishing Company has at any time the right to require advance payment, cash payment, or as the case may be security for the payment, from the Customer. It applies with regard to Consumers that the Publishing

Company can only require advance payment not exceeding half of the purchase price.

- A.6.6 The payment term as referred to in article A.6.2 is a final deadline. In the event of overdue payment the Customer will be in default without notice of default being required, and the Publishing Company will be entitled to charge the statutory interest from the due date of the invoice.
- A.6.7 If the Customer does not pay or does not pay in a timely manner, the Customer will owe to the Publishing Company, in addition to the interest referred to in article A.6.6, the extrajudicial costs, which will be calculated on the basis of Recommendation II of the Voorwerk II report, without prejudice to the right of the Publishing Company to charge the costs actually incurred, including any judicial costs and 15% collection costs with a minimum amount of € 150, to the Customer if this were to exceed the amount thus calculated.
- A.6.8 In the event of non-payment or late payment by the Customer, or as the case may be failure of proper fulfilment of any obligation resting with the Customer, the Publishing Company will be entitled to extrajudicially terminate the Agreement, and to cease further deliveries, or to cease the execution of work and/or the Services, without prejudice to the right of the Publishing Company to claim specific performance or compensation from the Customer for the damage suffered resulting from the termination of the Agreement.

## **A.7 Delivery and delivery periods**

- A.7.1 As soon as possible after the coming into effect of the Agreement the Publishing Company will commence with the delivery of the Products or Services. The delivery periods of the Publishing Company and the third parties engaged by the Publishing Company are recorded in the expectation that there will not be any hindrance for the Publishing Company to deliver the Products or to undertake the work,
- A.7.2 All delivery periods applied by the Publishing Company are target periods and therefore not final deadlines.
- A.7.3 The Publishing Company will be entitled to suspend its obligations towards the Customer for as long as the Customer has not fulfilled all his/her (payment) obligations on the basis of any existing legal relationship with the Publishing Company.
- A.7.4 If the Electronic Product is delivered by Dispatch, the Customer will personally be responsible for the installation and implementation thereof on the basis of the instructions provided therewith. The Customer will be personally responsible for the choice, the costs, and the correct functioning of all equipment and electronic communication networks by means of which the Customer uses the Electronic Product.

## **A.8 Force majeure**

- A.8.1 Force majeure is taken to mean every failure in the performance of the Agreement, which cannot be attributed to the Publishing Company or the Customer, because neither the Publishing Company nor the Customer can be blamed for this, nor that which in accordance with the law, a legal act, or according to generally accepted practice, is on the account of the Publishing Company or the Customer. Force Majeure is *inter alia*, but not exclusively, taken to mean: force majeure on the part of the Publishing Company's suppliers, power, internet, computer network, or telecommunication facilities breakdowns, defects in machinery, including computer equipment, the

unavailability of one or more of the Publishing Company's staff members or third parties engaged by the Publishing Company for the performance of the Agreement.

- A.8.2 In the event of temporary force majeure on the part of the Publishing Company, including the situation in which the Product ordered by the Customer is not in stock, the Publishing Company will be entitled to extend the envisaged Delivery period by the time during which the temporary force majeure continues,
- A.8.3 In the event of permanent force majeure, meaning a circumstance beyond the control of the Publishing Company or the Customer, and which they cannot reasonably have control over, and which makes the delivery of Products or Services impossible, including the situation in which a Folio Product is sold out and reprinting is not available, the Publishing Company or the Customer will be entitled to terminate the Agreement extrajudicially. In the event of force majeure on the part of the Publishing Company, the Customer cannot claim compensation from the Publishing Company for the damage suffered by him/her, without prejudice to the provisions of Section 78, Book 6 of the Dutch Civil Code.

#### **A.9 Complaints; return consignments**

- A.9.1 Unless agreed otherwise the Customer must report complaints regarding Products and/or Services within ten working days after Dispatch or commencement of the making available Online of the Products, or after delivery of the Services, to the Publishing Company in writing and with a clear description of the complaints. In the absence of such a report every claim against the Publishing Company with regard to defects of Products and Services will lapse.
- A.9.2 If a complaint concerns Products that have been delivered in physical form by Dispatch, the Customer will only be entitled to return the Products to the Publishing Company if the Product has not been ordered by the Customer, or if the Customer has received the Product in a physically damaged form.
- A.9.3 If the Customer returns a Product to the Publishing Company, the Customer will be obliged to return the original dispatch documents and/or original address label in proper packaging, and the Customer must state the reason for returning the Product in writing with the return consignment. Following receipt of the Product the Publishing Company will, if the Publishing Company deems the reason for the return of the consignment to be well-founded, as soon as possible deliver the order placed by the Customer, or as the case may be the undamaged Product.
- A.9.4 In derogation from the above, forms and/or office supplies can only be returned by the Customer to the Publishing Company after the Publishing Company's customer services department has been informed with regard to the nature and reason for the return consignment and the invoice for the goods concerned, and the Publishing Company thereupon has approved the intended return consignment.
- A.9.5 The Consumer can terminate a Distance Agreement with the Publishing Company with regard to the purchase of a Subscription during a cooling-off period of fourteen (14) calendar days without stating reasons. The Publishing Company is permitted to ask the Consumer what the reason for the withdrawal is. The cooling-off period will commence on the day after the Consumer, or a representative appointed by the Consumer and made

known to the Publishing Company, has taken receipt of the first Product of the subscription.

- A.9.6 The Consumer will be liable for the decrease in value of the Product if the decrease in value is the result of a manner of dealing with the Product that goes further than is permitted as described in the previous subclause. The Consumer will no longer receive any refund for Products that have already been received.
- A.9.7 The risk and the burden of proof of the exercise of the right of withdrawal rest with the Consumer.
- A.9.8 The Publishing Company will use for the repayments in the event of withdrawal the same means of payment that the Consumer used, unless the Consumer agrees to another payment method.
- A.9.9 If the Consumer has not made use, or has not made use in a timely manner, of the right of withdrawal, the Consumer will be bound by the Distance Agreement.
- A.9.10 The Publishing Company can exclude the following Products and Services from the right of withdrawal:
- Products produced in accordance with the specifications of the Consumer, which are not prefabricated and which are produced on the basis of an individual choice or decision of the Consumer, or which are clearly intended for a specific individual;
  - Sealed products that for reasons of health protection or hygiene are not suitable to be returned, and the sealing of which has been broken after delivery;
  - And other Products and Services regarding which the Publishing Company states that these are excluded from the right of withdrawal.

#### **A.10 Retention of title and risk**

- A.10.1 The Publishing Company retains the ownership of all (movable) goods, works and data collections, forming part of any Product, delivered to the Customer for as long as the Customer has not fully fulfilled his/her (payment) obligation(s) towards the Publishing Company on the basis of any Agreement: claims with regard to a failure in the performance of any Agreement are included therein. The provisions of article A.10 have effect under the law of property.
- A.10.2 The Customer undertakes to establish upon first request from the Publishing Company a non-possessory pledge on all goods, works and data files, referred to in article A.10.1, in so far as the retention of title of the Publishing Company related to these goods might appear to have been extinguished at any time, or as the case may be to provide security otherwise for the benefit of the Publishing Company.
- A.10.3 The Products delivered or made available by the Publishing Company to the Customer will, from the time of the actual delivery or making available to the Customer, be fully at the expense and risk of the Customer.

#### **A.11 Intellectual and industrial property rights**

- A.11.1 All copyrights and any other intellectual or industrial property rights, as well as similar rights, including related rights, database rights and rights for the protection of knowhow and confidential business information, related to the Products and Services delivered by the Publishing Company to the Customer, will exclusively accrue to the Publishing Company or to the Publishing Company's licensors.
- The Customer acknowledges these rights and will refrain from any form of direct or indirect infringement of these rights, subject to incurring a fully due and payable

financial penalty of € 2,500 for each infringement and for every week during which the infringement continues, without prejudice to the rights concerning this accruing to the Publishing Company, including the right to specific performance and/or compensation, or surrender of profits.

- A.11.2 The Customer is not permitted (and this applies if necessary in addition to the rights of the Publishing Company as referred to in article A.11.1) without prior permission in writing from the Publishing Company, to wholly or in part reproduce, publish, or change, block or copy in any daily newspaper, newspaper, weekly newspaper, or magazine (whether or not in digital form) the Content and/or Product and/or result of the Services, Products, or parts thereof, delivered by the Publishing Company to the Customer, or to use these in a radio or television programme broadcast, all this unless the Agreement expressly determines otherwise. The provisions of this article constitute a proviso within the meaning of Section 15, subsection 1 of the Copyright Act.
- A.11.3 No provisions whatsoever of the Agreement, or agreements ensuing therefrom between the Publishing Company and the Customer, will have the effect of wholly or partially transferring to the Customer any rights as referred to in article A.11.1, unless expressly agreed otherwise in writing.
- A.11.4 If the Customer notices that third parties have committed/are committing any infringement of the rights referred to in article A.11.1, the Customer will be obliged to immediately inform the Publishing Company of this in writing. The Customer will not in any manner whatsoever personally act in or out of court against such an infringement without permission in writing from the Publishing Company. If following such a report the Publishing Company decides to take action against such an infringement, the Customer will provide all cooperation thereto requested by the Publishing Company, which cooperation will be at the expense of the Publishing Company.
- A.11.5 The Customer is not permitted to change (have changed), or to remove (have removed) any specifications present in or on a Product and/or documentation, data files, or data carriers, made available by the Publishing Company to the Customer in the context of the delivered Services, with regard to rights as referred to in article A.11.1, or specifications of the Publishing Company's or third parties' titles, trademark, or trade names.

## **A.12 Personal data**

- A.12.1 The Publishing Company and the Customer will treat the personal data provided to them with due care and in line with the Personal Data Protection Act.
- A.12.2 The Publishing Company's privacy policy, which is further described under the following link: <http://www.mybusinessmedia.nl/privacystatement.html>, applies to the processing of personal data by the Publishing Company.
- A.12.3 The Publishing Company can process personal data with the objective of informing the Customer of Products and Services, or as the case may be for scientific or statistical research, which the Customer hereby agrees to. The Customer has the right to raise objections to further receiving this information.
- A.12.4 The Publishing Company will save the personal data for as long as this is necessary in the context of the

execution of Services and/or any Agreements with the Customer.

- A.12.5 When visiting a website or application belonging to the Publishing Company, information from the Customer regarding the use of the website concerned may be collected by means of cookies. The information and data collected by the Publishing Company by means of cookies may be used for functional, analytical or commercial purposes. Further information regarding the use of cookies by the Publishing Company is stated in the Cookie Declaration that is further described under the link <http://www.mybusinessmedia.nl/cookies.html>.
- A.12.6 If the delivery of Products or Services also contains the provision of personal data, the Publishing Company can impose further instructions on the Customer with regard to the processing of personal data. The Customer will always strictly comply with the Publishing Company's guidelines.
- A.12.7 Unless parties expressly agree otherwise, the Customer will be obliged to inform the data subjects, whose personal data are included by the Publishing Company in the Addresses that have been made available to the Customer, of the making available by the Publishing Company to the Customer of the personal data concerned, as well as of the purposes of this making available.
- A.12.8 The Customer indemnifies the Publishing Company against all claims by third parties, which are the result of unlawful processing of personal data.
- A.12.9 If the Publishing Company is obliged on the basis of a statutory provision or a judicial decision to provide personal data to third parties, the Publishing Company will not be obliged to any compensation or indemnification vis-à-vis the Customer.
- A.12.10 The person to whom the personal data that the Publishing Company processes relate will have the right to submit a request to the Publishing Company for inspection, correction and/or removal of his/her personal data. The Publishing Company will respond within 4 weeks to this request and must give reasons for any refusal of this request.
- A.12.11 If the Customer notices a suspected data leak or, as the case may be, a security incident at the Publishing Company, the Customer must promptly report this to the Publishing Company.
- A.12.12 The personal data and the data related to the order will be stored with permission from the Customer. With this permission, the Publishing Company provides, information regarding special offers and promotional actions by means of periodical newsletters. If the Customer no longer wishes to receive these newsletters and/or email messages, the Customer can sign out by means of the sign out option that is offered in every newsletter.
- A.12.13 There is an option to gain access to the personal data that have been saved by the Publishing Company. There is also an option to change incorrect information/incorrect data. For this purpose, MYbusinessmedia can be contacted in writing at: MYbusinessmedia, Postbus 58, 7400 AB Deventer, email address [privacy@mybusinessmedia.nl](mailto:privacy@mybusinessmedia.nl).
- ## **A.13 Liability on the part of the Publishing Company and indemnity**
- A.13.1 Any liability on the part of the Publishing Company is limited in accordance with article A.13



A.13.2 Any liability on the part of the Publishing Company is limited to compensation of direct damage, up to a maximum of an amount equal to the price stipulated for that Product or that Service (excl. turnover tax). If the Agreement is (mainly) a continuing performance contract with a term of more than one year, the agreed stipulated price referred to above will be set at the total of the payments (excl. turnover tax) stipulated for one year. However, under no circumstances will the total compensation for direct damage amount to more than € 1,000,000 (one million euros) excluding turnover tax. Direct damage within the meaning of this article is exclusively taken to mean:

the reasonable costs incurred by the Customer to have the goods and services from the Publishing Company correspond with the Agreement;  
the reasonable costs incurred to ascertain the cause and the extent of the damage, in so far as the ascertaining relates to the direct damage within the meaning of this article;  
the reasonable costs, incurred for the prevention or limitation of damage, in so far as the Customer proves that these costs have resulted in the limitation of direct damage within the meaning of this article.

- A.13.3 In derogation from the provisions of article A.13.2, the following arrangements apply to the following Products:
- for Folio Products the Publishing Company will only be obliged, in the event that this Product does not correspond with the Agreement, to redeliver the Product concerned, or as the case may be to refund the payment received from the Customer for this Product, after the Product has been returned to the Publishing Company, which will be at the discretion of the Publishing Company, The Publishing Company will not be obliged to pay any compensation in this context;
  - for Electronic Products the Publishing Company will only be bound, in the event that this Product does not correspond with the Agreement, to the provisions of article C.2 (service and helpdesk), or as the case may be will only be obliged to redeliver the Product concerned, or to refund the payment received from the Customer for this Product, after the Product has been returned to the Publishing Company, which will be at the discretion of the Publishing Company. The Publishing Company will not be obliged to pay any compensation in this context;
  - for Software the Publishing Company will only be obliged in the event of a defect in Software to the provisions in part G (Software). The Publishing Company will not be obliged to pay any compensation in this context;
  - for the maintenance of Software Service the Publishing Company will only be obliged in the first instance in the event of a failure in the provision of service to repair the failure in the maintenance. The Publishing Company will only be obliged to refund the Customer for the payment made by the Customer for the maintenance in the contract year concerned if remedying the failure is impossible. The Publishing Company will not be obliged to pay any (further) compensation in this context;
  - it applies for all Products that the Publishing Company, if it has been established in legal proceedings with regard to that Product, that the offer or the use thereof is in conflict with the intellectual property rights of a third party, will only be obliged, at

the discretion of the Publishing Company, to make an effort to ensure, possibly by means of delivery of a modified Version of the Product, that the Customer will as little as possible be inconvenienced thereby during his/her operational use of the Product, or as the case may be to refund the payment received from the Customer for this Product after the Product has been returned to the Publishing Company. The Publishing Company will not be obliged to pay any compensation in this context.

The provisions of article A.13.2 will only apply between parties if and in so far as relying by the Publishing Company on the arrangement referred to in this article A.13.3, is not allowed in legal proceedings.

- A.13.4 The total liability on the part of the Publishing Company for damage due to death or personal injury, or due to substantial damage of goods, will amount under no circumstances to more than the amount that will be paid under the Publishing Company's insurance plus the amount of the excess with a maximum of the invoice amount, but under no circumstances more than € 2,500,000 (two and a half million euros) per event.
- A.13.5 The liability on the part of the Publishing Company for indirect damage, including consequential loss, lost profit, lost savings and loss due to business interruption, reduced goodwill, damage as a result of claims by the Customer's customers, damage due to mutilation, destruction, or loss of data or documents, and any other damage, other than that referred to in articles A.13.3 and A.13.4, is excluded. The liability on the part of the Publishing Company for indirect damage does exist in the event of deliberate intent or gross negligence on the part of the Publishing Company.
- A.13.6 The Publishing Company is furthermore not liable for any damage suffered by the Customer, or any third party, as a result of incorrect and/or incompetent use by the Customer or any third party of the Products or Services delivered by the Publishing Company.
- A.13.7 The Customer can only invoke the consequences of an attributable failure on the part of the Publishing Company in the performance of the Agreement after the Customer has given the Publishing Company proper notice of default in writing and the Publishing Company remains in default after the expiry of the reasonable period set out therein. The notice of default must contain a description that is as detailed as possible of the failure in order for the Publishing Company to be able to adequately respond thereto.
- A.13.8 It is always conditional to the arising of any right to compensation that the Customer reports the damage in writing as soon as possible after the arising thereof to the Publishing Company.
- A.13.9 A series of connected damage-causing incidents will be considered as one single incident for the application of this article.
- A.13.10 The Customer indemnifies the Publishing Company against all claims by third parties with regard to the goods or Products delivered or made available by the Publishing Company, or work and/or Services executed by the Publishing Company, unless it is established in legal proceedings that these claims are the direct result of gross negligence or intent on the part of the Publishing Company, and the Customer furthermore proves that the Customer cannot be blamed in any manner whatsoever concerning this.

A.13.11 The Publishing Company will not be liable for any damage that has arisen as a result of incompetent use, including the use of goods and/or Services for purposes for which these are not intended.

#### **A.14 Termination of the Agreement**

A.14.1 The Publishing Company will have the right to terminate the Agreement with immediate effect for the future by means of a notification in writing without (further) prior notice of default if:

- a. The Customer has used a Product in conflict with the rights of use applicable thereto, or restrictions on use, and/or has infringed any intellectual property right with regard to that Product;
- b. a moratorium (whether or not provisionally) has been granted to the Customer, or the Customer is declared bankrupt, the Customer submits a request for application of a debt management scheme, or the Customer is placed under guardianship or put under administration;
- c. attachment is levied against the Customer on the Customer's goods with regard to substantial debts and this attachment is maintained for longer than two months;
- d. the Customer ceases the Customer's enterprise wholly or in part, or otherwise winds up or ceases business activities.

A.14.2 In the event of termination of the Agreement, all payments owed by the Customer to the Publishing Company will be immediately due and payable in full.

A.14.3 The Publishing Company will never be liable towards the Customer, due to the aforesaid termination of the Agreement, for any compensation or payments, without prejudice to the right of the Publishing Company to full compensation due to breach by the Customer of his/her obligations as referred to above, and without prejudice to the rights accruing to the Publishing Company otherwise concerning this.

A.14.4 The termination of an Agreement concerning an Electronic Product or Software also entails the immediate termination of the rights of use for this.

A.14.5 In all events of termination or setting aside of an Agreement with regard to an Electronic Product, the Customer must hand over to the Publishing Company all copies of the Electronic Product in his/her possession and where applicable all equipment and security equipment made available by the Publishing Company to the Customer within ten working days after the termination or setting aside, and must permanently remove all reproductions of the Electronic Product in the Customer's computer systems.

#### **A.15 Technical requirements and specifications**

A.15.1 If the Products or Services to be delivered in the Netherlands must be used abroad, the Publishing Company will never be responsible for the Products and/or Services complying with the technical requirements, standards and/or regulations that are set out in the laws or provisions of the country where the Products must be used. This will not apply if at the concluding of the Agreement the use abroad has been notified, subject to submitting all required data and specifications.

A.15.2 Regarding all other technical requirements that are set out by the Customer for the Products to be delivered, and which derogate from the requirements that are

usually applicable, the Customer must expressly state this at the concluding of the sales agreement.

#### **A.16 Applicable law and disputes**

A.16.1 The law of the Netherlands exclusively applies to the Agreement, with the exclusion of the Vienna Sales Convention concerning international purchase agreements with regard to movable goods dated 11 April 1980.

A.16.2 All disputes ensuing from or related to the Agreement will only be submitted to the competent court in the Publishing Company's business location, in so far as statutory provisions do not dictate otherwise.

A.16.3 In the event of disputes regarding the interpretation of the contents of these General Terms and Conditions, the Dutch text will prevail over any text translated into a foreign language.

#### **A.17 Miscellaneous provisions**

A.17.1 All notifications in the context of the compliance with the Agreement and these General Terms and Conditions must be made in writing. The notification must have reached the receiving party in order to have effect. The burden of proof related to this rests with the party that sends the notification.

A.17.2 All costs incurred by the Publishing Company for retaining or exercising rights towards the Customer on the basis of the Agreement and/or these General Terms and Conditions, both in and out of court, will be at the expense of the Customer.

A.17.3 Amendments of and/or addendums to the Agreement and these General Terms and Conditions will only be legally valid if and in so far as these have been recorded in writing.

A.17.4 The Publishing Company will be entitled to transfer its rights and/or obligations under the Agreement to a subsidiary company and/or group company as referred to in Sections 24a and 24b, Book 2 of the Dutch Civil Code, or as the case may be to successors in title, due to which transfer the Publishing Company will be released from its obligations towards the Customer. The Customer will be obliged upon first request from the Publishing Company to provide the Publishing Company with all cooperation deemed necessary for the transfer referred to.

A.17.5 The Customer is not permitted, without prior permission in writing from the Publishing Company, to transfer his/her rights and/or obligations under an Agreement to third parties, or to encumber rights for the benefit of third parties with a restricted right. The Publishing Company will not refuse the permission referred to here on unreasonable grounds.

#### **A.18 Obligation to provide information**

A.18.1 The Customer undertakes to enable the Publishing Company to execute (partial) deliveries, whether or not by means of the installation or activation of the software recommended by the Publishing Company, or by means of the purchase of hardware for the use of the Publishing Company's Services and/or Products.

A.18.2 The Customer will provide the Publishing Company in a timely manner with all information and data that are necessary for the performance of the Agreement, including, but not limited to, data related to the Customer's IT environment, or data regarding which the Customer reasonably ought to understand that these are necessary for the performance of the Agreement.

- A.18.3 If the data and/or information as described in the previous subclause are not provided or not provided in a timely manner by the Customer, the Publishing Company will have the right to charge any (delay-related) costs resulting therefrom to the Customer.
- A.18.4 The Customer will be responsible for the correct choice of computer, data, or telecommunication facilities and for the full availability thereof in a timely manner.
- A.18.5 The Customer will be personally responsible for incorrect or incomplete information provided. If the Customer suffers damage resulting therefrom, this will be at the Customer's expense and risk.

## B. SUBSCRIPTIONS

### B.1 Duration and termination;

- B.1.1 A Subscription will be entered into for the duration of at least one year. The commencement date of the subscription period, which is set out in the invoice concerned, will apply as the commencement date. If no subscription period is set out in the invoice, the time of the first Dispatch, or as the case may be the time of the commencement date of the making available Online, will apply as the commencement date. Invoicing for Subscriptions will apply to the full subscription period, unless expressly agreed otherwise in writing.
- B.1.2 The Issues of the calendar year concerned, which were already available prior to the commencement of a Subscription for a Folio Product, will be delivered upon request from the Customer in so far as these are still in stock, and will be invoiced in proportion to part of the calendar year that has already passed.
- B.1.3 After the end of the subscription period the Subscriptions will be renewed tacitly each time with a period of twelve months unless the Customer has cancelled the Subscription in writing at least three months prior to the end of the ongoing subscription period.
- B.1.4 A Subscription for a Folio Product that was issued as a yearbook will be entered into for the duration of at least two years, to be calculated from the commencement date referred to in article B.1.1. Such a Subscription will be invoiced for in arrears per year, unless agreed otherwise.
- B.1.5 A Subscription for a Folio Product that is issued as a loose-leaf issue will commence on the commencement date referred to in article B.1.1. The invoicing for the Issues will be carried out by the Publishing Company after delivery.
- B.1.6 A Subscription entered into by a Consumer will be entered into for the duration of one year to be calculated from the commencement date referred to in article B.1.1. After the end of the subscription period this Subscription will be renewed tacitly at the price applicable at the time without reduction, unless (i) the Customer has cancelled the Subscription with due regard to article B.1.3, or (ii) the Customer has demonstrated to the Publishing Company in writing prior to the end of the ongoing subscription period that he/she is still a student, in which case the Subscription will be renewed once for a period of one year with the reduction referred to.

## C. ELECTRONIC PRODUCTS

### C.1 Electronic Products Right of Use

- C.1.1 The Publishing Company provides the Customer with a non-transferable and non-exclusive right to the Electronic Product. This right of use exclusively contains the entitlements that have been expressly assigned in these General Terms and Conditions; aside from this, the Customer is not permitted to publish the Content included therein in any manner whatsoever, wholly or in part, or to reproduce this, unless this takes place in the context of article C.1.2 of these Terms and Conditions, or to change these, unless the Publishing Company has provided express permission in writing in advance for this.
- C.1.2 The right of use of an Electronic Product exclusively contains the following actions:
  - if the Electronic Product was delivered by Dispatch: the downloading of the Electronic Product in a computer (server) and/or mobile device of the Customer in order to make it available for use by Licensed Users;
  - to identify, consult and have the Electronic Product function by means of a computer or similar data processing equipment in conformity with the instructions for use, specifications and instructions for use from the Publishing Company that form part thereof;
  - the saving or printing of non-substantial parts of the Content of the Electronic Product;
  - copying by means of citation (with due regard to Section 15a of the Copyright Act) of Content of the Electronic Product in documents, which are made, used or forwarded in the context of the usual business operations of the Customer.
- C.1.3 The Customer's right of use of the Electronic Product can only be exercised by Licensed Users. The individuals, who are employed in the Customer's organisation and with regard to whom this has been specified expressly in the Agreement, or for whom it unambiguously ensues from the Agreement that they are entitled to use the Electronic Product, will exclusively be regarded as Licensed Users. If the Agreement does not determine who the Licensed Users are, the Electronic Product can only be used by one natural person and only in one computer and/or his/her devices. If and as soon as the Electronic Product is used by more or different persons or in equipment other than that referred to above, the Customer will be obliged to pay the fee that is usually applied by the Publishing Company for this extra use, without prejudice to the right of the Publishing Company to terminate the Agreement and/or to claim compensation. The right of use will always be provided subject to the condition of payment in full and in a timely manner by the Customer of the fee applicable for the Electronic Product.
- C.1.4 The actions included in the right of use are exclusively permitted to be executed for the purpose of personal or internal activities, or as the case may be business or professional activities of the Customer, but never in such a manner that these result in, or may result in, any form of utilisation - whether or not commercial - of the Electronic Product, or any part thereof, by the Customer or a third party. The Customer is not permitted to hand over the Electronic Product to, or make the Electronic Product available for use by any third party, unless the Publishing Company has provided permission in writing for this purpose.
- C.1.5 If the Electronic Product has been made available to the Customer on one or more physical electronic data carriers, such as for example CD-ROM, diskette or email, these data carriers will remain at all times the property of

the Publishing Company. No sale or transfer of ownership thereof to the Customer will take place with regard to this, without prejudice to the obligations of the Customer with regard to these data carriers and the risk transfer as arranged elsewhere in these General Terms and Conditions.

- C.1.6 The Customer will be obliged to use and to manage the Electronic Product, as well as any data carriers on which the Electronic Product is recorded, with due care and with due regard to directions and instructions that are provided by or on behalf of the Publishing Company.

## **C.2 Service and Helpdesk for Electronic Products**

- C.2.1 If the Electronic Product is delivered by means of making available Online, the Publishing Company will make an effort to enable the Customer to have access to the Product, in so far as possible according to criteria of reasonableness and fairness, twenty-four hours per day (with the exception of maintenance periods).

If the Electronic Product does not function in conformity with the specifications provided by the Publishing Company, the Customer can contact the Publishing Company's helpdesk by telephone or by email (depending on the Product) during the usual working hours. The Publishing Company will make an effort to answer the Customer's questions concerning this. Aside from the above and the provisions of article A.13.3 (Liability) the Customer has no right to any service, support or repair of defects with regard to the Electronic Product, unless other arrangements have been made for this in the Agreement or an accompanying service level agreement.

- C.2.2 The Customer will provide access, if reasonable, to the Publishing Company and third parties appointed for this purpose to the (Customer's) spaces where the Electronic Product is situated and where this is used in order to be able to ascertain whether the use takes place within the scope of the right of use applicable thereto and also in order to be able to verify correct compliance by the Customer with the Agreement and these General Terms and Conditions.

## **C.3 Security measures for the Customer's network**

- C.3.1 If during the performance of the Agreement use is made of telecommunication facilities, including the internet, the Customer will be responsible for adequate security and virus protection of his/her (computer) systems. The Publishing Company will never be liable concerning this, and the Customer fully indemnifies the Publishing Company against all claims concerning this, also if the Customer has modified the security and protection level on the instructions of the Publishing Company.

## **D. SERVICES**

### **D.1 Applicability**

- D.1.1 The provisions set out in this part D will not affect the provisions included in these General Terms and Conditions with regard to specific services such as the development and maintenance of Software.

### **D.2 Execution**

- D.2.1 The Publishing Company will make an effort to execute the Services with due care, as and when necessary in accordance with the arrangements and procedures recorded in writing with the Customer.

- D.2.2 If it has been agreed that the Services will be provided in stages, the Publishing Company will be entitled to postpone the commencement of the Services, which form part of the following stage, until the Customer has approved the results of the prior stage in writing.

- D.2.3 If the Agreement is entered into for the purpose of execution by a specific person, the Publishing Company will always be entitled to replace this person by one or more different persons with the same qualifications.

### **D.3 Amendments and contract extras**

- D.3.1 If the Publishing Company, upon request or with prior agreement from the Customer, has executed work or provided other goods and services, which fall outside the contents or scope of the agreed Services, this work or these goods and services will be paid for by the Customer to the Publishing Company in accordance with the Publishing Company's usual rates. However, the Publishing Company will not be obliged to comply with such a request and may require that a separate agreement in writing be concluded for this purpose.

- D.3.2 The Customer accepts that due to the work or goods and services as referred to in article D.3.1 the agreed or expected completion time of the Services may be affected.

## **E. MAKING ADDRESSES AVAILABLE**

### **E.1 Personal data; right of inspection of the Publishing Company; derogations**

- E.1.1 the provisions of article A.12 (Personal Data) apply in full to the making available of Addresses.
- E.1.2 The Publishing Company retains the right to perform the Agreement only if the Customer has allowed the Publishing Company inspection of the (nature and extent of the) purposes for which the Addresses will be used by the Customer.
- E.1.3 If the number of Addresses referred to in an offer or price lists are changed, or if derogations from the offer are noticed during the performance of the Agreement, the Publishing Company will be entitled, also if a confirmation of the order might have already taken place, without prior notification to or permission from the Customer being required, to charge for this change or derogation at the rates applicable thereto, and the Customer undertakes to make the payment thereof.

### **E.2 Counting; elimination of double entries; returns**

- E.2.1 If upon the request from the Customer the Publishing Company counts the number of Addresses in any selection, without an Agreement coming into effect, the Publishing Company will charge the counting costs in conformity with the rates applicable thereto.
- E.2.2 If the Publishing Company sends an elimination of double entries report, the Publishing Company will be entitled to charge for the number of delivered Addresses on a net basis with a minimum of 80% of the amount originally offered.
- E.2.3 Although the Publishing Company keeps the Address files as up to date as possible, returns are unavoidable. The Publishing Company will not be liable concerning this.

### **E.3 Cancellation**

- E.3.1 If the Agreement is cancelled, for any reason whatsoever, within seven days prior to the date of delivery of the Addresses agreed with the Customer, the Publishing Company will charge the Customer, in addition to the costs incurred meanwhile (including the costs of the engaged third parties) a cancellation fee equal to 30% of the amount to be invoiced originally.
- E.3.2 If the Customer has agreed to a (quantity) reduction with the Publishing Company (whether or not related to other agreements concluded with the Publishing Company) with regard to the rates usually applied by the Publishing Company, and the Customer cancels the Agreement wholly or in part, the Publishing Company will be entitled to charge the Customer, in addition to the cancellation fee referred to in article E.3.1, for the reduction amount (also with regard to the Agreements already performed).

#### **E.4 Liability; use of Addresses**

- E.4.1 The performance by the Publishing Company will be completed by means of issuing or sending the Addresses.
- E.4.2 The Publishing Company will not be liable in any manner whatsoever for the use of the Addresses (by the Customer or third parties).
- E.4.3 The Customer guarantees that the contents of the materials that will be forwarded to the Addresses will not be in conflict with any statutory provision and fully indemnifies the Publishing Company against all claims concerning this. The Publishing Company will be entitled to terminate the Agreement if there is any suspicion that the Customer will not comply with the provisions in the previous sentence, in which case the Customer will have no right to compensation whatsoever towards the Publishing Company, without prejudice to the rights to compensation accruing to the Publishing Company pursuant to the law.
- E.4.4 The Addresses made available and the personal data related thereto may only be used by the Customer and exclusively for the purposes agreed with the Publishing Company and may not be given for perusal or made available in any manner whatsoever to third parties, including companies or enterprises affiliated with the Customer, without prior permission in writing from the Publishing Company. The Customer may use the Addresses only once, unless agreed otherwise in writing.
- E.4.5 If the Customer concludes the Agreement for the benefit of a client of the Customer, the Customer undertakes to impose the provisions of article E.4.4 on his/her client and the Customer guarantees the Publishing Company compliance with the provisions of article E.4.4 by his/her client.
- E.4.6 In the event of breach of the provisions of article E.4.4 and/or E.4.5, the Customer will incur towards the Publishing Company a financial penalty equal to ten times the invoice amount, without prejudice to any other rights accruing to the Publishing Company concerning this, including the right to specific performance and compensation in full. The Publishing Company can include control addresses for the inspections of the provisions of article E.4.4 or E.4.5, always provided that the number of control addresses is not more than 0.1% of the total number in one single collection of the Addresses to be made available.

#### **F. STUDY PROGRAMMES, COURSES AND TRAINING**

##### **F.1 Registration**

- F.1.1 The Publishing Company retains the right to refuse any registration as referred to in article A.3.2 for a Study Programme without stating reasons.
- F.1.2 In the event of an insufficient number of registrations, the Publishing Company retains the right to cancel a Study Programme, or as the case may be to merge Study Programme groups. The Publishing Company will inform the Customer of this when necessary and in a timely manner.

##### **F.2 Rates and payment**

- F.2.1 Unless expressly agreed otherwise the rates applied by the Publishing Company for a Study Programme are exclusive of turnover tax. The registration fee owed by the Customer to the Publishing Company will be payable in advance and must be credited, prior to the commencement of the Study Programme, to the Publishing Company's bank account stated in the invoice.

##### **F.3 Cancellation**

- F.3.1 Cancellation by the Customer of the participation of a Participant in a Study Programme will only be valid if this takes place in writing. In the event of cancellation in writing by regular mail the date of the post mark will be decisive for the date of cancellation. In the event of cancellation by fax or by electronic means the time of receipt by the Publishing Company of the fax or the electronic message in the Publishing Company's mailbox will be decisive for the time of the cancellation.
- F.3.2 Unless expressly agreed otherwise in writing the Customer can cancel a Study Programme free of charge until no later than four weeks prior to the commencement of a Study Programme. In the event of cancellation after four up to two weeks prior to the commencement of a Study Programme the Customer will owe 25% of the registration fee (including, if applicable, the catering arrangement). In the event of cancellation within two weeks prior to the commencement of a Study Programme the Customer will owe the registration fee in full (including, if applicable, the catering arrangement). If the Customer has not registered for the entire Study Programme, but only for a separate part of the Study Programme, the commencement of a Study Programme will be taken to mean the commencement of the part concerned of the Study Programme.
- F.3.3 Options for participation in a Study Programme can be taken up no later than six weeks prior to the commencement of a Study Programme. These options are valid for two weeks (to be calculated from the date of receipt of the option by the Publishing Company) and will automatically expire in the event of the options not being exercised without the Publishing Company having to report this to the Customer.
- F.3.4 In the event of inability to attend or non-participation in a Study Programme by a Participant without timely cancellation the Customer will owe the registration fee in full to the Publishing Company.
- F.3.5 In the event that a Participant is unable to attend a Study Programme the Customer will be entitled to have a replacement participate in the Study Programme.
- F.3.6 In the event that a Participant or any replacement for the Participant has not been present at a Study Programme meeting, the Publishing Company will forward any teaching materials handed out to the Participants during

this meeting to the Participant upon the request from the Participant, against payment of the costs to be incurred by the Publishing Company for this.

#### **F.4 Training programme contents**

- F.4.1 The schedule of the Study Programme will be described in the most recent leaflet and other information materials of the Publishing Company which relate to a specific Study Programme. The Publishing Company retains the right to make changes to the schedule of the Study programme. The Publishing Company will timely inform the Customer of this. No rights can be derived from the contents of the leaflets made available by the Publishing Company.
- F.4.2 All information and (working) materials acquired by the Customer from or on behalf of the Publishing Company in the context of a Study Programme are exclusively intended for personal use by the Customer/Participant, or their organisation.
- F.4.3 The Publishing Company retains the right to change the time, location and place of the Study Programme meetings. The Publishing Company will timely inform the Customer of this. The Publishing Company furthermore retains the right to replace the announced teachers.
- F.4.4 The Publishing Company will ensure the adequate and proper quality of the Study Programme. Any complaints with regard to the (quality of the) Study Programme must be made known in writing to MYbusinessmedia, Postbus 58, 7400 AB Deventer.
- F.4.2 The Customer is not permitted to develop or conduct a similar study programme, on the basis of the Study Programme arranged by the Publishing Company and the lesson plans developed by the Publishing Company and the teaching materials used thereby, either personally or in cooperation with third parties, without express permission in writing from the Publishing Company.

#### **F.5 Exams**

- F.5.1 Exam regulations apply to all exams arranged by or on behalf of the Publishing Company, which exam regulations will be provided by the Publishing Company to the Participants.
- F.5.2 In the event that exams are conducted by third parties the Publishing Company will make an effort to timely inform the Participants with regard to the applicable exam requirements.
- F.5.3 The Participants in a Study Programme and/or exam will be obliged upon the request from a teacher or a Publishing Company employee to provide proof of identity, or as the case may be to submit proof of registration.

### **G. SOFTWARE**

#### **G.1 Software right of use**

- G.1.1 The Publishing Company provides the Customer with the non-transferable and non-exclusive right of use of the Software. This right of use exclusively contains the entitlements that have been expressly provided in these General Terms and Conditions; aside from these entitlements the Customer is not permitted to publish, reproduce, remove, block or change the Software, wholly or in part, and in whatever way.
- G.1.2 The right of use of an Electronic Product exclusively contains the following actions:

if the Software was delivered by Dispatch: the downloading of the Software on a computer (server) and/or mobile device of the Customer in order to make it available for use by Licensed Users; to identify, consult and have the Software function by means of a computer or similar data processing equipment in conformity with the written specifications and instructions from the Publishing Company forming part thereof.

- G.1.3 The Customer's right of use may only be exercised for the Licensed Software and on the equipment and/or infrastructure specified in the Agreement. Only individuals who are employed in the Customer's organisation and with regard to whom this has been specified expressly in the Agreement, or for whom it unambiguously ensues from the Agreement that they are entitled to use the Software, will be regarded as Licensed Users. If the Agreement does not determine who the Licensed Users are, the Software can only be used by one natural person and only on one computer and/or his/her devices.  
If and as soon as the Software is used by more or different persons or in equipment and/or infrastructure other than that referred to above, the Customer will be obliged to pay the fee that is usually applied by the Publishing Company for this extra use, without prejudice to the right of the Publishing Company to terminate the Agreement and/or to claim compensation. The right of use will always be provided subject to the condition of payment in full and in a timely manner by the Customer of the fee applicable for the Software.

- G.1.4 Without prejudice to the provisions of article G.1.2 the Customer is not permitted to integrate the Software wholly or in part into, or to merge with, third party software, or the Customer's software, except for in so far as the Customer has acquired express permission in writing for this from the Publishing Company.

- G.1.5 The Customer is not permitted to make a backup copy of the Software, except in the event described in article G.1.2, unless making a backup copy is necessary to safeguard the continuity of the permitted use in the event of an emergency. In that event the Customer will be entitled to make no more than one backup copy, and the Customer will be obliged to keep this copy in such a place and to take such strict security measures concerning this that third parties cannot acquire the possession thereof in any manner whatsoever.

- G.1.6 The Customer is not permitted to subject the Software to decompilation, reverse engineering, or any other form whatsoever of translation or processing of the program code, unless (and only in so far as) the intended actions fall entirely within the scope of Section 45m of the Copyright Act 1912, and only on the condition that the Customer has made his/her intention to execute such actions known in advance and in writing to the Publishing Company, and thereby has requested the making available of the required information, and the Publishing Company has not made this information available within thirty days after the receipt of that request on reasonable conditions for the Customer.

- G.1.7 The Customer will not change the Software, other than in the context of repairing errors, and will not use this for data processing for third parties.

#### **G.2 Third Party Software**

- G.2.1 If and in so far as the Publishing Company makes Software developed by third parties available to the

Customer, whether or not as part of or integrated in a Product, the conditions of these third parties will apply with regard to this Software, in addition to the provisions of these General Terms and Conditions, provided, however, that the applicability of the third party conditions can never affect the Publishing Company's rights pursuant to these General Terms and Conditions, or create farther-reaching obligations for the Publishing Company than the obligations ensuing from these General Terms and Conditions. The Customer will accept the aforesaid third party terms and conditions. These third party conditions are available for perusal by the Customer at the Publishing Company, and the Publishing Company will forward these free of charge to the Customer upon the request from the Customer.

### **G.3 Tailor-made Software development**

- G.3.1 The Publishing Company and the Customer will specify in writing which Software will be developed and in what manner this will take place. The Publishing Company will execute the development with due care on the basis of the data to be provided by the Customer, and the accuracy, completeness and consistency of these data is guaranteed by the Customer.
- G.3.2 Without prejudice to the provisions of article G.1 (Software right of use), the Customer acquires the right of use of the Software in his/her business or organisation. If and in so far as this has been expressly agreed in writing, the source codes of the Software and the technical documentation produced during the development of the Software can be made available to the Customer, which will be exclusively with permission in writing from the Publishing Company, and the Customer will be entitled to make changes in this Software.
- G.3.3 The Customer will always provide the Publishing Company in a timely manner with useful and necessary data or information required for the proper performance of the Agreement, and will provide full cooperation. If the Customer does not fulfil this obligation, the Publishing Company will have the right to suspend the performance of the Agreement and the Publishing Company will have the right to charge the costs arisen therefrom to the Customer.
- G.3.4 The Customer must keep secret all information acquired by the Customer in the context of the Agreement, and which is of a confidential nature, including in any event information regarding the functioning of the Software, the source codes of the Software delivered by the Publishing Company, and the ideas and theories forming the basis thereof. The Customer will impose the same obligation accordingly on the Customer's employees. This obligation will apply both during the existence of the Agreement and for five years after the termination of the Agreement.

### **G.4 Delivery, installation and acceptance**

- G.4.1 The Publishing Company will execute the activation and installation of the Software in conformity with the specifications recorded in writing, only in so far as it has been expressly agreed in writing that the Publishing Company will execute the installation for the Customer. In the event of the absence of express arrangements as to that, the Customer will personally execute the installation, layout and parametrising of the Software, and if necessary modify the equipment and operating environment thereby. Unless expressly agreed otherwise

the Publishing Company will not be obliged to execute data conversion.

If it is evident from the Agreement that the Software will be subjected to an acceptance test, the provisions of articles G.4.2 up to and including G.4.8 will apply. If parties have not agreed to an acceptance test, the Customer will accept the Software in the condition in which it is at the time of delivery, therefore with all visible and invisible errors and other defects, without prejudice to the provisions of article G.5 (Guarantee).

- G.4.2 If an acceptance test has been agreed in writing, the test period will amount to fourteen days after delivery, or if it has been agreed in writing that the Publishing Company will execute the installation, after the completion of the installation. The Customer is not permitted to use the Software for productive or operational purposes during the test period. The Publishing Company may always require, therefore also if this has not been expressly agreed, that the Customer executes a proper test of sufficient depth and scope on the (interim) results of the development work, using sufficiently qualified personnel, and that the test results will be reported to the Publishing Company in writing, transparently and comprehensibly.
- G.4.3 The Software will apply as accepted between the Publishing Company and the Customer: if no acceptance test has been agreed between the Publishing Company and the Customer: at delivery, or if it has been agreed in writing that the Publishing Company will execute the installation, at the completion of the installation, or as the case may be if an acceptance test has been agreed between the Publishing Company and the Customer: on the first day after the test period, or as the case may be, if the Publishing Company receives a test report as referred to in article G.4.5, prior to the end of the test period: at the time when the errors referred to in this test report have been repaired, without prejudice to the presence of imperfections, which in accordance with article G.4.6 do not prevent acceptance. In derogation from the above, if the Customer makes any use of the Software for productive or operational purposes prior to the time of acceptance, the Software will apply as fully accepted from the commencement of this use.
- G.4.4 If after the execution of the agreed acceptance test it is evident that Errors in the Software hinder the progress of the acceptance test, the Customer will provide the Publishing Company with detailed information in writing concerning this, in which case the test period will be interrupted until the Software has been modified in such a manner that this hindrance is eliminated. For the application of this Part G of these General Terms and Conditions "Error" is taken to mean: failure of the Software to fulfil the functional specifications and the expressly agreed functional specifications made apparent by the Publishing Company in writing. There will be an Error only if this can be demonstrated and can be reproduced.
- G.4.5 If it becomes evident during the execution of the agreed acceptance test that the Software contains Errors within the meaning of article G.4.4, the Customer will inform the Publishing Company of this no later than on the last day of the test period, by means of a detailed written test report related to the Errors. The Publishing Company will make every effort to repair the Errors within a reasonable period, in the course of which the Publishing Company will be entitled to affix temporary solutions, or as the

case may be workarounds, or problem-avoiding restrictions in the Software.

- G.4.6 Acceptance of the Software may not be withheld on grounds other than that the Software contains one or more Errors. Minor Errors, consisting of Errors that do not reasonably prevent the operational or productive commissioning of the Software, will not constitute a ground for withholding acceptance, without prejudice to any obligations on the part of the Publishing Company on the basis of article G.5 (Guarantee) or article G.8 (Maintenance), if applicable. Furthermore, acceptance cannot be withheld with regard to aspects of the Software that can only be assessed subjectively, such as the design of user interfaces.
- G.4.7 If the Software is delivered and tested in stages or parts, the non-acceptance of a specific stage or part will not affect the acceptance of an earlier stage or another part.
- G.4.8 Acceptance of the Software in one of the ways as referred to in article G.4.3 will have the result that the Publishing Company is fully discharged from the fulfilment of the Publishing Company's obligations concerning the development and/or the making available of the Software, and if the installation by the Publishing Company has been agreed in a particular case, from the Publishing Company's obligations concerning the installation of the Software.

#### **G.5 Guarantee**

- G.5.1 During a period of three months after Dispatch or making available Online of the Software to the Purchaser, or as the case may be, if an acceptance test has been agreed between parties, three months after acceptance, the Publishing Company will make an effort to repair any Errors in the Software within the meaning of article G.4.4, if these have been reported in writing with a detailed description to the Publishing Company within this period. The Publishing Company does not guarantee that the Software will function without interruption or errors, or that all Errors will be improved. This arrangement also applies to New Versions, always provided that every obligation with regard to an earlier Version of the Software will lapse one month after the making available of the New Version, and this arrangement for the New Version will apply only in so far as this concerns Errors that have not already occurred in an earlier version of the Software. The Publishing Company's work pursuant to this article will be carried out free of charge, unless the Software has been developed by order of the Customer other than for a fixed price, in which case the Publishing Company will charge its usual rates and costs for repair. The Publishing Company may charge its usual rates and the costs of repair in case of usage errors or improper use by the Customer, or other causes that cannot be attributed to the Publishing Company, or if the Errors could have been established during the execution of the agreed acceptance test. The repair of mutilated or lost data does not fall under this arrangement. This arrangement will not apply if the Customer has made, or has allowed to be made, changes in the Software without permission in writing from the Publishing Company.
- G.5.2 The repair of Errors will take place at a location to be determined by the Publishing Company. The Publishing Company will be entitled to affix temporary solutions, or as the case may be workarounds, or problem-avoiding restrictions in the Software.

- G.5.3 After the end of the period referred to in article G.5.1 the Publishing Company will not be obliged to make efforts to repair any Errors, unless a maintenance agreement has been concluded between parties, in which such repair is included.

#### **G.6 Duration**

- G.6.1 If parties have not agreed any period for the duration of the right of use in the Agreement, the right of use will be provided for the duration of one year. Following the expiry of this period the Agreement will be renewed tacitly, each time with a period of one year, unless the Agreement is terminated with due regard to a notice period of three months.

#### **G.7 Liability**

- G.7.1 The following applies with regard to the liability on the part of the Publishing Company for defects in the Software or the functioning thereof, with due regard to the provisions of article A.13 (Liability).
- G.7.2 In the event of an Error in the Software within the meaning of article G.4.4, the Customer can make claim to the provisions of G.5 (Guarantee) in so far as the conditions in article G.5.1 are fulfilled, and to the provisions of article G.8 (Maintenance) in so far as the conditions in article G.8.1 are fulfilled.
- G.7.3 If a claim made by the Customer as referred to in article G.7.2 does not result in repair of the Error, the Publishing Company will be entitled and only obliged, which will be at the discretion of the Publishing Company, to free of charge replacement of the Software, or repair of the Error in a future New Version, or the Publishing Company can take back the Software against refund to the Customer of the payments made by the Customer for the making available of the defective software.
- G.7.4 The work for investigation and/or repair of Errors that have been caused by improper use of the Software or use that is not in accordance with the documentation forming part thereof, or caused by the failure to comply with the regulations provided by or on behalf of the Publishing Company to the Customer for the installation, implementation and/or use of the Software, or caused by the use of the Software on or in conjunction with equipment and/or software or other products that do not meet the (technical) specifications stated (whether or not in documentation) by or on behalf of the Publishing Company to the Customer, or consists of mutilation or loss of data, or have been caused by defective functioning of equipment on which or in which the Software is used (unless this has been delivered and guaranteed by the Publishing Company), or caused by the defective functioning of mains voltage, telecommunication or network facilities, or otherwise induced by causes that cannot be attributed to the Publishing Company, do not fall under that which the Customer can make claim to pursuant to article G.7.2, if these have been executed by or on behalf of the Publishing Company, upon the request from the Customer, and are paid for by the Customer to the Publishing Company on the basis of the Publishing Company's applicable usual rates for this.
- G.7.5 Aside from the provisions of articles G.7.2 up to and including G.7.4 and article A.13 (Liability) the Customer has no claim by whatever name whatsoever towards the Publishing Company, due to errors or defects of



whatsoever nature in, or related to, the Software, or the functioning thereof. Any liability on the part of the Publishing Company for compensation of damage, direct as well as indirect damage, including intangible loss, trading loss, or business interruption loss, or any other damage ensuing from the Agreement, or related to the Software and/or the use thereof by the Customer, is excluded, except for in so far as this damage can be attributed to intent or gross negligence on the part of the Publishing Company. Intent or gross negligence on the part of third parties engaged by the Publishing Company with agreement from the Customer is not included therein. Furthermore, the Customer fully indemnifies the Publishing Company with regard to claims by third parties due to the aforesaid damage.

## **G.8 Maintenance**

- G.8.1 If it is evident from the Agreement that the Customer has the right to maintenance of the Software, the Customer will report in detail, in accordance with usual procedures of the Publishing Company, the Errors noticed in the Software to the Publishing Company. The Publishing Company will be entitled to affix temporary solutions, or as the case may be workarounds, or problem-avoiding restrictions in the Software.
- G.8.2 In so far as not otherwise determined in the maintenance agreement concluded for the Software, the Publishing Company will be exclusively obliged with regard to the maintenance agreement to make an effort to repair any Errors in the Software, within the meaning of article G.4.4, if these have timely been reported to the Publishing Company in writing with a detailed description. The Publishing Company does not guarantee that the Software will function without interruption or defects, or that all Errors will be rectified. If the Publishing Company defaults in fulfilling its obligations of maintenance, the Publishing Company will be entitled and only obliged to refund the Customer for the payment made by the Customer for the maintenance in the contract year concerned.
- G.8.3 The Publishing Company may charge its usual rates and costs of repair if there are user errors, or improper use, or other causes that cannot be attributed to the Publishing Company, or if the Software has been changed by parties other than the Publishing Company. The repair of mutilated or lost data does not fall under the maintenance.
- G.8.4 If a maintenance agreement has been concluded the Publishing Company will, at the becoming available of improved versions of the Software, make these available to the Customer. One month after the making available of an improved version the Publishing Company will no longer be obliged to repair any Errors in the previous version, nor to provide support with regard to the previous version concerned. The Publishing Company may require for the making available of a version with new options and functionalities that the Customer enters into a new Agreement with the Publishing Company and that a new payment is made for the making available of this version.
- G.8.5 If the Customer has not entered into a maintenance agreement with the Publishing Company simultaneously with the entering into of the Agreement for the making available of the Software, the Publishing Company

cannot be obliged by the Customer to enter into a maintenance agreement at a later time.

## **G.9 Applicability of provisions Part C**

- G.9.1 Parts C.1.4, C.1.5 and C.1.6 (right of use), C.2 (service), and C.3. (network security) apply mutatis mutandis to Software, always provided that each time 'Electronic Product' must be read as 'Software'.

## **H. CONDITIONS FOR PARTICIPANTS, SPONSORS AND EXHIBITORS OF EVENTS**

### **H.1 Definitions**

**Participation costs:** The payment owed to the Publishing Company for participation in the Event in accordance with the agreement for participation by the Participant.

**Participant:** The party that has concluded with the Publishing Company an agreement for participation in the Event.

**Event:** The event, the trade fair, the convention, or the exhibition, and the workshops /seminar/training, or study trip related thereto with regard to which the agreement for participation has been concluded, or which will be organised by the Publishing Company and/or on the assignment from the Publishing Company.

**Client:** The party that has given the assignment to the Publishing Company to organise an Event.

**Registration form:** The document in which the agreement for participation is described and recorded.

**Confirmation of the assignment:** The document in which the agreement for sponsoring is described and recorded. This is the agreement in which the Publishing Company makes Stand Space, promotional activities options and/or services available to the Participant for a specific period and subject to specific conditions.

**Promotional activities options and services:** The option, expressed in monetary terms, made available to the Sponsor, to bring the Sponsor's product, services, or trademark to the attention of others with the aid of a Stand Space.

**Sponsor/Exhibitor:** The party that has concluded an agreement for sponsoring of the Event, or for exhibiting during the Event.

**Sponsor money:** The payment owed by the Sponsor to the Publishing Company in accordance with the agreement for sponsoring, for the use of the Stand Space and other agreed services and for the general organisational services described in this agreement, which have been executed or are to be executed by the Publishing Company.

**Stand Space:** The exhibition surface area expressed in square metres to be made available to the Sponsor, the location and form of which will be specified by the Publishing Company.

### **H.2 Applicability**

- H.2.1 The present conditions for events apply, in addition to the general provisions, to all agreements, offers and/or tenders of the Publishing Company with regard to participation in Events.

### **H.3 Dates and duration**

- H.3.1 If in the opinion of the Publishing Company special circumstances justify this, the Publishing Company may change the dates set for the Event, or as the case may be cancel the Event. Special circumstances include: insufficient interest, insufficient representative offer, mutual disagreement in the sector concerned, and all the circumstances that after balancing of interests, in the opinion of the Publishing Company, could endanger the success of the Event.

H.3.2 In the event of change of the set dates the agreement for participation will remain in full effect. In all cases the Participant, or Sponsor, will be obliged upon the request from the Publishing Company to pay in full the other costs incurred by or on behalf of the Publishing Company related to the participation or sponsoring by the Sponsor.

H.3.3 Under no circumstances does the Participant, or the Sponsor, have any right to compensation towards the Publishing Company, in any event, on the basis of a decision as referred to in Section in article H.3.1 and described in article H.3.2.

#### **H.4 Payment**

H.4.1 The Participation Costs will be owed at the times specified in the agreement for participation. The Publishing Company has the right to invoice as soon as the signed Registration Form has been received. An advance invoice can precede an invoice.

H.4.2 It applies with regard to Sponsor Money that 50% of the invoice must be paid at the Confirmation of the assignment and the remaining 50% must be paid 4 weeks prior to the commencement of the Event concerned.

H.4.3 The Participant or Sponsor will be liable for all costs owed to the Publishing Company related to their participation or sponsoring, regardless of whether these costs have been incurred by the Participant or Sponsor personally, or by third parties acting in their name.

#### **H.5 Liability**

H.5.1 The Publishing Company will not be liable for any damage by whatever name suffered by the Participant or Sponsor, their personnel, or their visitors, including trading loss and damage due to theft, destruction, or whatsoever other cause, if this damage can be attributed to third parties. The provisions of article A.13 will apply in the event of liability on the part of the Publishing Company. The Participant or Sponsor indemnifies the Publishing Company against any claims by third parties, due to damage by whatever name, caused by the Participant or Sponsor personally, their personnel or their visitors.

#### **H6 Inability to attend of Sponsors**

H.6.1 If the Sponsor, due to special circumstances for which the Sponsor cannot be blamed, is unable to make use of the agreed Stand Place and/or services, the Sponsor will be entitled to cancel the agreement for participation, no later than 6 months prior to the commencement of the Event. In this case the Sponsor will owe 35% of the total of the agreed Sponsor Money, as well as the other costs incurred by or on behalf of the Publishing Company upon the request of the Sponsor related to the sponsoring, plus any one-off registration fee owed.

H.6.2 If the Sponsor cancels within 3-6 months prior to the commencement of the Event, the Sponsor will owe 50% of the total of the agreed Sponsor Money, as well as the other costs incurred by or on behalf of the Publishing Company upon the request of the Sponsor related to the sponsoring, plus any one-off registration fee owed.

H.6.3 If the Sponsor cancels within 2-3 months prior to the commencement of the Event, the Sponsor will owe 75% of the total of the agreed Sponsor Money, as well as the other costs incurred by or on behalf of the Publishing Company upon the request of the Sponsor related to the sponsoring, plus any one-off registration fee owed.

H.6.3 If the Sponsor cancels within 0-2 months prior to the commencement of the Event, the Sponsor will owe 100% of the total of the agreed Sponsor Money, as well as the other costs incurred by or on behalf of the Publishing Company upon the request of the Sponsor related to the sponsoring, plus any one-off registration fee owed.

H.6.4 The date on which the registered cancellation letter is in the possession of the Publishing Company will count as the date of the cancellation. The Publishing Company will be entitled to deduct the compensation owed from the rent sum already paid.

#### **H.7 Inability to attend of Participants**

H.7.1 Cancellation of the Event by the Participant will only be valid if this takes place in writing. In the event of cancellation in writing by regular mail the date of the post mark will be decisive for the time of cancellation. In the event of cancellation by fax or by electronic means, the time of the receipt by the Publishing Company of the fax or the electronic message will be decisive for the date of cancellation.

H.7.2 The following arrangement applies in the event of cancellations, unless expressly agreed otherwise in writing. In the event of cancellation no later than four weeks prior to the commencement of an Event, the Participant will owe 25% of the registration fee (including, if applicable, the catering arrangement). In the event of cancellation within four weeks prior to the commencement of an Event the Participant will owe the full registration fee (including, if applicable, the catering arrangement). If the Participant has not registered for the entire Event, but only for a separate part of an Event, the commencement of an Event must be taken to mean the commencement of the part of the Event concerned. In the event of inability to attend it will be possible to nominate a colleague as one's replacement.

H.7.3 Options for participation in an Event can be taken up no later than six weeks prior to the commencement of an Event. These options are valid for two weeks (to be calculated from the date of the receipt of the option by the Publishing Company of the option) and will automatically expire in the event of the options not being exercised without the Publishing Company having to report this to the Participant.

H.7.4 In the event of inability to attend or non-participation in an Event by the Participant, without timely cancellation, the Participant will owe the full registration fee to the Publishing Company.

F.7.5 In the event that a Participant is unable to attend an Event, the Participant will be entitled to have a replacement participate in the Event.

H.7.6 In the event that a Participant or any replacement for the Participant has not been present at an Event, the Publishing Company will forward any materials handed out to the participants during this meeting to the Participant upon the request from the Participant, against payment of the costs to be incurred by the Publishing Company for this.

#### **H.8 Event contents**

H.8.1 The programme of an Event will be described in the most recent leaflet and other information materials of the Publishing Company which relate to a specific Event. No rights can be derived from the most recent leaflet, or as the case may be other information materials. The Publishing Company retains the right to make changes in the programme.

- H.8.2 All information and (equipment) materials acquired by the Participant from or on behalf of the Publishing Company in the context of an Event are exclusively intended for the personal use by the Participant, or the Participant's organisation.
- H.8.3 The Publishing Company retains the right to change the time, location and place of an Event. The Publishing Company will timely inform the Participant of this. The Publishing Company furthermore retains the right to replace the announced speakers.
- H.8.4 The Publishing Company will ensure the adequate and proper quality of the Event. Any complaints with regard to the (quality of the) Event must be made known in writing to MYbusinessmedia, Postbus 58, 7400 AB Deventer.

## **H.9 Additional regulations for Participants or Sponsors**

- H.9.1 If applicable the regulations for Participants or Sponsors of/and exhibitors at the location will be deemed to form part of the agreement for participation. In the cases concerned the regulations can be requested free of charge from the Publishing Company at any time.

## **H.10 Conditions for clients of events**

- H.10.1 Applicability: in addition to the general provisions, the present conditions for conventions apply to all agreements, offers and/or tenders of the Publishing Company with regard to the organisation of Events.
- H.10.2 The cost budget stated by the Publishing Company must be regarded as a guide price, even after the coming into effect of the agreement. In the event of exceeding of the budget the Publishing Company must obtain approval in advance from the Client, unless this exceeding is the result of an increase of costs calculated by third parties. In the latter case the Publishing Company will inform the Client of this, and the Client will be obliged to pay this increase.
- H.10.3 The arrangements included in the explanatory notes to the offer must be regarded as provisional. Changes in these arrangements can only be made in mutual consultation. The Client undertakes in the event of any change in the arrangements to provide such cooperation that the proper and timely performance of the agreement will not be endangered.
- H.10.4 If the Publishing Company makes use of third parties during the performance of the agreement, the Publishing Company will act with these third parties in the name of the Client and at the expense and risk of the Client. The Client indemnifies the Publishing Company against claims by third parties concerning this.
- H.10.5 The invoices from third parties, engaged by the Publishing Company on behalf of the Client, will be checked by the Publishing Company, and if found correct by the Publishing Company, these must be paid by the Client within the period set out for this, unless the Publishing Company has meanwhile paid these invoices for the Client. In the latter case the Client will owe the costs concerned to the Publishing Company, and the Client will pay these upon first request from the Publishing Company.
- H.10.6 The Client will be entitled to cancel the agreement in writing up to no later than two months prior to the date of (the commencement of) the Event, in which case the Client will owe the costs to the Publishing Company of the hours spent and costs already incurred by the Publishing Company for the performance of the

agreement. In addition, the Client must reimburse all costs of any third parties engaged by the Publishing Company for the purpose of the Event, either directly to these third parties or to the Publishing Company, if the Publishing Company has engaged these third parties in its own name. The Client will furthermore owe fixed compensation to the Publishing Company, which will be equal to 15% of the net total amount of the payments included in the agreement for the Publishing Company's services.

- H.10.7 In the event of cancellation of the agreement by the Client less than two months prior to (the commencement of) the Event, the Client will owe to the Publishing Company and the engaged third parties the total of the payments included in the offer.
- H.10.8 The Publishing Company will not be liable for any damage caused by third parties engaged by the Publishing Company for the performance of the agreement with the Client.
- H.10.9 The Event will be held in the name of the Client and under the responsibility of the Client. The Publishing Company does not accept any liability whatsoever for damage that might arise on the part of Participants, speakers and other third parties resulting from the Event and/or the organisation thereof. The Client indemnifies the Publishing Company against such claims.
- H.10.10 The Publishing Company is obliged to comply with the Personal Data Protection Act when sending mailings and/or at the registration of Participants in Events.

## **I. MYBUSINESSMEDIA PRODUCTS**

### **I.1 Search Engine Optimisation**

- I.1.1 Search Engine Optimisation consists of the delivery of Software and/or other Publishing Company's Products or Services for the purpose of the optimal improvement of the findability of the Customer's internet site(s).
- I.1.2 The Publishing Company may be dependent on services offered to the public, such as the internet and/or search engines that can be consulted by the public for the delivery of Search Engine Optimisation. The Publishing Company cannot exercise any control over these third party services offered to the public, and therefore cannot guarantee the availability or any other qualities of such public facility.
- I.1.3 If, due to changes in the accessibility of the internet or the working methods of search engines that can be consulted by the public the Publishing Company is of the opinion that it must adjust the manner of the delivery of Search Engine Optimisation, the Publishing Company will not implement such changes until after the Publishing Company has informed the Customer. The Publishing Company will be entitled to implement changes in the manner of delivery of Search Engine Optimisation without consultation, if in the opinion of the Publishing Company the required adjustments must be urgently implemented for the purpose of the continuity of the delivery of Products or Services.
- I.1.4 The Publishing Company will deliver the Search Engine Optimisation under the responsibility of the Customer, but will be entitled to cease and keep ceased the delivery of Products or Services in the event that the Products or Services to be delivered by the Publishing Company upon the request from and/or for the purpose of the Customer will result in:

a) infringement of intellectual and/or industrial property rights accruing to third parties; or  
b) the dissemination of unlawful contents including but not limited to (child) pornographic materials, or information intended for discrimination with regard to appearance, race, religion, gender, culture, origins, or otherwise inciting hatred and/or violence.  
The cessation of the delivery of Products or Services by the Publishing Company on the basis of the provisions of this article will not give the Customer any right to compensation of amounts already paid to the Publishing Company and/or compensation for any damage suffered by the Customer. The Publishing Company retains the right to payment of all amounts owed by the Customer.

## **I.2 Software right of use**

- I.2.1 The Publishing Company provides the Customer with the non-exclusive right of use of the Products, or as the case may be Services exclusively for the purpose of the performance of the Agreement entered into by the Publishing Company and the Customer.
- I.2.2 The right of use of the Publishing Company's Products is restricted exclusively to applying the Products for the purpose of Search Engine Optimisation for personal use.
- I.2.3 The right of use of software Products is restricted to the Subject Code in so far as made available by the Publishing Company. Rights to use of the source code and the source codes themselves are not provided.
- I.2.4 The Customer may not, personally and/or by means of third parties in any manner whatsoever, copy, destroy, block, duplicate, or change the Products.
- I.2.5 The right of use commences after payment by the Customer has taken place and the obligations resting with the Customer have been fulfilled.
- I.2.6 The scope of the right of use of Third Party Products will be determined by the General Terms and Conditions for Third Parties as set out in article J.1. In so far as the foregoing is not derogated from by the General Terms and Conditions for Third Parties, the foregoing will apply mutatis mutandis.

## **I.3 Advice**

- I.3.1 All Products which can be considered to be advice, or have an advisory character, such as but not limited to keyword advice (article I.5), will be provided exclusively to the best of one's knowledge and ability.
- I.3.2 The Publishing Company will not be responsible and/or liable if the work ensuing from the advice results in a project of the Customer not being completed within the determined budget, the time set out and any other conditions recorded in advance.
- I.3.3 The Publishing Company will provide advice on the basis of the preconditions stated by the Customer and the information acquired from the Customer. If it appears that all the relevant information has not yet been acquired, and/or other problems and/or insights might occur, such as but not limited to incompatibility problems (products that are inconsistent with each other), the advice provided can be adjusted to this new situation.

## **I.4 Support**

- I.4.1 Support consists of providing advice verbally (by telephone) and in writing (by email) with regard to the use and the functioning of the Products or Services.
- I.4.2 The Publishing Company will exclusively provide Support for the most recent Products' updates. The Publishing

Company will be entitled at its discretion to provide Support for older versions, releases, etc. of the Products or Services.

## **I.5 Keyword advice**

- I.5.1 The keyword advice consists of the Publishing Company's Products generating overviews of the relevant keywords for the Customer.
- I.5.2 The Publishing Company will only check the results of the keyword advice for statistical relevance. The Publishing Company will not be responsible for any (legal) aspect of the keyword advice. The Customer will apply the results of the keyword advice at the personal responsibility of the Customer.

## **J. THIRD PARTY PRODUCTS**

### **J.1 Third Party Products**

- J.1.1 The Publishing Company will be entitled to deliver Third Party Products, or involve Third Party Products during the fulfilment of its obligations ensuing from the Agreement. The Publishing Company will not be responsible for Third Party Products or services, unless agreed otherwise in writing.
- J.1.2 If the Publishing Company delivers Third Party Products to the Customer, then in addition to these General Terms and Conditions of the Publishing Company the General Terms and Conditions for Third Parties will also apply to the Agreement.
- J.1.3 The Publishing Company delivers rights to Third Party Products or services subject to the conditions as described in the General Terms and Conditions for Third Parties.
- J.1.4 The Publishing Company will not deliver any Services with regard to Third Party Products, unless agreed otherwise in writing.

### **J.2 General Terms and Conditions for Third Parties**

- J.2.1 The General Terms and Conditions for Third Parties will be made available in the same format and the same language as they have been received by the Publishing Company.
- J.2.2 The General Terms and Conditions of the Publishing Company will prevail over the General Terms and Conditions for Third Parties, unless stated otherwise. In the event of conflict between these General Terms and Conditions of the Publishing Company and the General Terms and Conditions for Third Parties, the Publishing Company can declare the conflicting provisions concerned in the General Terms and Conditions for Third Parties to be inapplicable or, as the case may be, applicable.

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