

## Terms and Conditions of Use & Data Protection

The following Terms and Conditions of Use govern use of the supplementary services of the supplier search engine belonging to ABC Uitgevers C.V.

### § 1 Definitions

- I. ABC Uitgevers C.V.: The company ABC Uitgevers C.V., Hendrik Figeeweg 1c - 2031 BJ Haarlem;
- II. User: Any natural person or legal entity using the supplier search engine or one or more of the supplementary services from ABC Uitgevers C.V. and through them communicating with third parties, including the advertisers at ABC Uitgevers C.V..
- III. Advertiser: Any advertising supplier of products and services listed in the supplier search engine belonging to ABC Uitgevers C.V.;
- IV. Supplementary Services, ABC Uitgevers C.V.: ABC Uitgevers C.V.-"Send Inquiry", ABC Uitgevers C.V.-"Send SMS" and ABC Uitgevers C.V.-"Recommend Company";
- V. ABC Uitgevers C.V.-"Send Inquiry": The commissioning of "ABC Uitgevers C.V." to inform one or more suppliers listed with "ABC Uitgevers C.V." about the concrete interest of a User in services or products from the concerning advertiser;
- VI. ABC Uitgevers C.V.-"Send SMS": The transfer of company contact details found in the supplier search engine to the User's mobile phone as a reaction of the interest of a user for services or products from the concerning advertiser;
- VII. ABC Uitgevers C.V.-"Recommend Company": The forwarding of company contact details found in the supplier search engine from an advertiser to third-parties who are known by the user personally or from business acquaintances on initiative of the user;

### § 2 Scope of use

- I. The User undertakes not to send any pornographic, politically extremist, fanatically religious or other content that is not consistent with the free and democratic principles of the Constitution or which otherwise violates the established law.
- II. Any use of the supplementary services from ABC Uitgevers C.V. for any form of communication that is not covered by the definitions under § 1 V-VII is prohibited as unsolicited communication (spam) and is forbidden. The User understands that the recipient of any spam shall be entitled to injunctive relief under competition law against the User and/or compensation from the User, irrespective of the technical form chosen (e-mail or SMS or otherwise).

### § 3 Liability

- I. ABC Uitgevers C.V. accepts no liability whatsoever for the content, data integrity, delivery or whereabouts of communications / announcements sent using the Supplementary Services of ABC Uitgevers C.V.
- II. The User shall be liable for any content he sends via ABC Uitgevers C.V. in accordance with laws and their rules as well as these Terms and Conditions of Use. If claims are brought against ABC Uitgevers C.V. for a breach of law or a violation of these Terms and Conditions of Use, the User shall indemnify ABC Uitgevers C.V. against these claims on first request.

### § 4 Consequences of misuse

- I. If the User violates § 2 of these Terms and Conditions of Use, he shall incur a contractual penalty of € 25.00 for every e-mail or SMS sent and € 25.00 for every Advertiser to whom an unsolicited communication / announcement has been sent.
- II. ABC Uitgevers C.V. is also entitled, in the event of a violation of § 2 of these Terms and Conditions of Use, to claim a full compensation as well as
  - a. to alert all ABC Uitgevers C.V. Users and Advertisers to the User's methods in a suitable form;

- b. to inform the User's Internet Service Provider about the User's conduct and to advise to take steps to block the User's Internet access and/or webhosting accounts;
- c. to temporarily or permanently prevent the User from accessing the supplier search engine of ABC Uitgevers C.V.

#### **§ 5 Data protection**

With recognition of these Terms and Conditions of Use, the User declares his consent to the storage of any arising personal data as well as data concerning content, use, traffic and connection. In the event of a use of the supplementary services from ABC Uitgevers C.V. that is not covered by these Terms and Conditions of Use, ABC Uitgevers C.V. shall be entitled to pass this data on to third parties for the purposes of further legal proceedings. The data shall not, under any circumstances, be passed on to third parties outside the company for advertising purposes.

#### **§ 6 Place of jurisdiction and severability clause**

Any disputes relating to the legal relationship between ABC publishers and its principal will in the absence of an amicable settlement to the assessment may be submitted to the competent courts in Haarlem. ABC publishers is as applicant partner competent for evaluation to its claim to submit to the competent court in the district where the principal is established and/or has his office. In any agreement between ABC publishers and the principal the Dutch law will apply. If any of the provisions is null and void or destroyed, the other provisions of these conditions of use stay fully in force.

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