

Court of Amsterdam, 1 June 2017, MN v Zoom in



## IP CONTRACT LAW

**Zoom.in failed to sufficiently demonstrate that meetings its obligations towards MN, would lead to the demise of the company:**

- it can by no means be concluded that an agreement with YouTube, with the retention of the identity and independence of MN, could not be in agreement with the new YouTube policy.

Zoom.in has failed to sufficiently demonstrate that it would be impossible for it to continue to meet its obligations towards MN, as this would lead to the demise of the company. Although it can be assumed that, since 1 January 2017, YouTube has implemented a more stringent policy with regard to so-called MCNs, in the sense that 'subnetworks' are no longer tolerated, the argument of MN that it is not regarded as a 'subnetwork' but as an 'affiliate', must certainly not be regarded as hopeless in advance. In a first assessment, it is obvious to regard MN as an affiliated entity (affiliate) of Zoom.in, rather than as an 'unaffiliated third party' (as referred to in the letter from Zoom.in to MN presented in 2.7, in which Zoom.in translated this as 'unaffiliated third party' itself). After all, Zoom.in, together with its sister company Illuminata, has a shareholding in MN of 42.5%. Unlike Zoom.in seems to plead, it is not required that they have a majority shareholding of MN in order to be accepted as an MCN by YouTube. YouTube itself differentiates between "Owned and Operated channels (O&O)" and "Affiliate channels", the differentiation of which should hardly be of any relevance for the interpretation of Zoom.in. In addition, it can by no means be concluded from the correspondence of MN with YouTube (Google) (cited under 2.11) that an agreement with YouTube – with the retention of the identity and independence of MN – could not be in agreement with the new YouTube policy. Zoom.in was not able to sufficiently demonstrate its argument with further documents that this is not the case. It also made insufficient attempts (for instance, by means of constructive deliberations with MN and YouTube), in consideration of the Agreement, to satisfy the new policy of YouTube, to which it is obligated toward MN on the basis of article 2.2 of the Agreement, which MN has rightfully stated.

**Zoom.in was insufficiently able to substantiate that a 'suspension' would be justified because MN severely failed to meet its obligations:**

- Zoom.in has brought no clear notice of default to MN and the full take-over of the company management of MN goes much farther than the 'suspension' of obligations

Zoom.in was also insufficiently able to substantiate its argument that MN severely failed to meet its obligations, so that a 'suspension' would be justified. In that respect, it referred to the circumstance that dubious channels – suspended channels – are (were) affiliated with MN, which were refused by YouTube as they were guilty of plagiarism and violated copyright and/or manipulated views, whereby channels were visited (much) more often than was actually the case, in order to increase their advertising income. MN opposed that they are not always in control of such practices and that these cases occurred in 2015, after which they, together with Zoom.in, 'cleaned up' the channels. This problem, according to MN, no longer occurs to a relevant extent. In this respect, MN argued without contradiction, that the number of 'suspended channels' in 2016 amounted to merely 4.4% of the total number of channels. Its argument that Zoom.in mentioned this problem was just an attempt to 'justify' its wrongful conduct does not seem unfounded, even less so now that Zoom.in has brought no clear notice of default in the suit from which it unambiguously shows that they have pointed out these alleged shortcomings to MN and/or have issued a warning to MN (recently) to comply with its obligations. In this respect, Zoom.in referred to an e-mail dated 23 December 2016 (its Exhibit 3); however, besides a request to clean up the channels, there was no notice of default with regard to potential penalties from YouTube. In addition, the full take-over of the company management of MN – such as they have seemed to do with the implementation of the measure – goes a bit farther than the 'suspension' of obligations and that the standpoint of Zoom.in that it is merely a 'temporary emergency measure' appears implausible, as the situation has been ongoing without change since the end of December 2016 and Zoom.in has failed to clearly demonstrate which measures are to be taken to end the measures and in which period of time this is to take place.

**Sufficiently likely that the judge in potential proceedings would rule that Zoom.in has no justification to no longer meet its contractual obligations**

- The aforementioned at this time leads to the fact that it is sufficiently likely that the judge in potential proceedings would rule that Zoom.in has no justification to no longer meet its contractual obligations.

This means that the primary claim under I and the claims under IV would be granted. The requested penalty shall only be connected to the ruling with regard to the claims under I, with moderation and maximisation thereof as stated, as the claim of an undetermined value at this time) to which no penalty can be attached.

**The claims of Zoom.in in the counterclaim to meet the obligations of the Agreement and the claim to remove a text about non-timely payment on the website of MN cannot be granted:**

- **Zoom.in failed to clearly demonstrate in which sense MN has shortcomings**

The claim of Zoom.in under (I) in the counterclaim also includes demands to meet the obligations of the Agreement. Zoom.in argues that MN has shortcomings with regard to the issue of guarantees stated in article 9.2, which, amongst other things, refers to compliance with the law and regulations and the prevention of copyright violations, by MN or its affiliated (legal) entities. In this point, MN has rightfully claimed that Zoom.in has failed to clearly demonstrate in which sense, according to them, MN has shortcomings and that they have failed to submit clear and concrete summons. For this reason alone, the claim cannot not be granted.

- **Zoom.in insufficiently substantiated that the text on the website of MN is unlawful**

The claim under (II) of the counterclaim relates to the text under 2.13 that MN has recently published on its website. MN rightfully claimed that it is entitled to inform affiliated channels about (the cause) of non-timely payment and that the text used is neutral. Zoom.in's argument, however, that the text is unlawful, is not sufficiently substantiated. There is therefore no reason to rule that the text be removed. With regard to the ban on future negative statements about Zoom.in there is no reason to rule such a ban in advance, plus the claim, with regard to MN's freedom of speech, is too broadly formulated, as MN has rightfully stated.

Source:

### **Court of Amsterdam, 1 June 2017**

(M. van Walraven)

Court of AMSTERDAM

Department of Private Law, Preliminary injunction court civil

case number / roll number: C/13/627598 / KG ZA 17-451 MvW/MB

Judgement in preliminary relief proceedings of 1 June 2017

in the case of

the company under foreign law

MUSIC NATIONS NETWORK LTD, established in Sheffield, United Kingdom, claimant in the claim by summons of 24 April 2017, defendant in the counterclaim, solicitor mr. D.E. Stols of Amsterdam, against

The Dutch private limited liability company

ZOOM.IN B.V., Established in Amsterdam, defendant in the claim, claimant in the counterclaim, solicitor mr. R.H. Stam of Utrecht.

#### **1. The procedure**

At the hearing of 16 May 2017, the claimant, hereinafter referred to as "MN", submitted and claimed the summons pursuant to the copy enclosed in this ruling. The defendant, hereinafter referred to as

"Zoom.in", contests the claim with the conclusion to refuse the requested provisions, and subsequently initiates counterclaims pursuant to the copy of the file enclosed with this ruling. MN contested the counterclaim. Both Parties have submitted exhibits and written pleadings. Following further discussions, both Parties requested the ruling to be given on 1 June, 2017 if an amicable settlement had not been agreed upon prior to this date, for which, should this be the case, they would notify the preliminary injunction court. Such notification however has not been received.

Attendants at the hearing:

On behalf of MN: J. Gallagher, L. Gallagher and S. Gallagher and mr. Stols; On behalf of Zoom.in: J. Riemens, CEO, G.J. Vrolijk (managing director) and mr. Stam.

#### **2. The facts**

2.1. Zoom.in is a Dutch company that (amongst other things) provides services to video makers, who publish their films ('content') online via the website YouTube. YouTube LLC (hereinafter also referred to as "YouTube") is a subsidiary company of Google Inc. (Google) and, via its website, operates the largest video platform in the world. The service provided by Zoom.in involves, among other things, the bundling of several separate channels of individual videomakers in an overarching network (Multi Channel Network MCN). The income of Zoom.in (and the video makers) is generated on the basis of the advertisements that are published in connection with the videos on the Internet.

2.2. MN is a British company that focuses on the operation of YouTube channels related to music. MN was established in 2013 by (the then 14-year old) J. (Joe) Gallagher from the United Kingdom. The sole director is L. (Louise) Gallagher, Joe's mother.

2.3. MN offers (amongst other things) musicians the opportunity to distribute their self-made films via YouTube, in exchange for (a part of) the advertising income that is generated with this. This income is received via the so-called "AdSense-account", which MN has with YouTube. Until January 2017, MN had, with 4500 channels, an average of 250 million viewers ('views') per month with a monthly turnover of around EUR 165,000.

2.4. The Parties began to collaborate in 2014. On 15 June, 2015 they defined this collaboration in the 'Multi Channel Network Partner Agreement' effective on 1 February 2014 (hereinafter referred to as the "Agreement"), in which Zoom.in would offer MN an (even) larger platform to publish its channels and to make them easier to manage via the Zoom.in 'dashboard', also called the Content Management System (CMS). In exchange for this, Zoom.in receives 10% of the advertising income of the MN channels.

2.5. The Agreement was concluded for an undefined period of time and contains, amongst others, the following provisions:

##### "1. Definition

(.)

*"Zoomin.TV NMS" means the web based software platform which Partner (MN, vzr.) will be allowed to*

use for the purpose of effectively controlling and managing the Partner's Multi Channel Network by offering automated workflows and processes including automated communication, channel and network statistics, support/FAQ system, integrated (semi) automated payment interfaces, integrated services which can be distributed digitally by means of the Zoomin.TV NMS (the CMS, v.z.r.) and a number of other current functionalities, including allowing the channels in the Partner Multi Channel Network to access various sources of statistics, support and a number of other value add services.

(. . .)

### 1. License and Services

1.1 Subject to compliance with the terms and conditions of this Agreement, Zoomin.TV hereby grants to Partner a non-exclusive, non-transferable license for the Term of this Agreement (...) to access and use the Zoomin.TV NMS. (...) Zoom.in (...) shall provide Partner (...) with a login and password for access to Partner's dashboard account and corresponding administrative controls by Partner's authorized personnel (. . .)

1.2 Partner acknowledges that upon entering into the Agreement, Zoom.in (...) has, played a critical role in obtaining and helping to maintain YouTube's approval for the set up of Partner's Multi Channel Network and independent Multi Channel Network status in a direct relationship with Google. Zoom.in (...) shall continue to use commercially reasonable efforts to assist Partner with any issues that may arise as between Partner and YouTube.

(. . .)

5.3 Zoom.in (...) shall provide Partner with a detailed earnings split per channel and per video through the Zoomin.TV NMS to enable Partner to check the revenue share payments to the respective channels in detail.

(...)

### 9. Warranties and indemnity

(. . .)

#### 9.2

Partner warrants that (...) (ii) any information or materials provided to Zoomin (...) in connection with this Agreement do not infringe the intellectual property rights of any third party; (iii) its use of the Zoomin (...) NMS shall comply with all applicable laws, rules and regulations and any operating rules provided by Zoomin (...) and as may be updated by Zoomin (...) in writing from time to time; (...) (v) neither Partner or any of its employees, agents or permitted sub-contractors shall use the Zoomin.TV NMS in a way or for any purpose that infringes or misappropriates any third party's intellectual property rights; (...)"

2.6. Mid 2016, YouTube announced that they would strengthen their policy with regard to Multi Channel Networks (MCNs) effective as of 1 January 2017 and that from then on, so-called 'sub-networks' would no longer be tolerated, but only 'owned and operated channels' and 'affiliate channels'.

2.7. In the e-mail of 2 September 2016, Zoom.in informed MN of the following (among other things):

"I am writing this email to bring to your notice that effective September 1st, Zoomin (...) will be adapting its policy in regards to the Virtual Network agreement. The upcoming developments will be implemented as a result of the YouTube's recent policy change available below.

#### YouTube Policy

A sub-network exists when a MCN provides direct or indirect access of its roll-up tool to unaffiliated third parties, who act on behalf of a separate brand or company, in exchange of compensation or some consideration.

Subnetworks are not permitted, and accounts that violate this policy will be subject to penalties. YouTube reserves the right to modify this policy at any point in time.

YouTube believes that there are two primary issues with sub-networks:

1. They grant unaccountable third parties access to sensitive tools.
2. They cause creator confusion in the marketplace when creators believe they are signing up with one brand but are actually rolled up under another company."

2.8. Disputes have arisen among the Parties, amongst other things, with regard to the question as to whether MN is to be regarded as a 'sub-network' or an 'affiliate'. The Parties have corresponded on this issue (predominantly by e-mail) and conducted a meeting on 19 December 2016. During the meeting, the issue of a potential takeover of MN by Zoom.in was also raised.

2.9. In the e-mail dated 22 December 2016, MN asked Zoom.in to refrain from moving the MN channels. Nevertheless, on 23 December 2016, Zoom.in moved the channels of MN to Zoom.in. Since then, the advertising income of the MN channels is paid to the AdSense account of Zoom.in.

2.10. The case documents (Exhibit 19 from MN) contain correspondence, in which YouTube (Leona Farquharson) informed MN (Joe Gallagher) on 10 January 2017 of the following (amongst other things) by e-mail:

"Thank you for your email, and for taking the time to meet and catch up. As agreed, we will seek to get all heads around the table and look to confirm next steps, putting an action plan that works for all."

2.11. (The solicitor of) MN summoned Zoom.in on 26 January 2017 and 7 February 2017 to make the CMS accessible again and to pay the amount to which MN is entitled (amongst other things).

2.12. Zoom.in paid an amount of EUR 14,863.91 to MN on 27 March 2017 for the month of January. Zoom.in has not made any payments for the months of February and March 2017.

2.13. On 6 May 2017, MN published the following message on its website:

"Dear Channel Partners. Payments for February and March

We apologise for the inconvenience caused by the ongoing delay to payments relating to February and March 2017.

*The funds from Google have not been yet received by Music Nations (MN) from Zoomin (...) due to factors beyond MNs control. Zoomin (...) is currently in control of the administration of the funds and we are addressing the issue with Zoomin to ensure the February payments reach you without further delay. We have informed Zoomin (...) of the unacceptability of the delays we are experiencing in processing your payments. We have notified all key stakeholders so that they are aware of the position.*

*We are doing everything in our power to restore the normal payment flows as quickly as possible. We expect to have a further update on the 17th of May when we should have positive clarification and determination of the position following the actions we are taking. We will make all payments as soon as we are placed in funds."*

2.14. MN has submitted Exhibit 16, an overview of its monthly turnovers, which reports a decrease in turnover of \$ 160,415.40 in November 2016 to \$ 83,858.62 in March 2017 (related to the decrease of the number of views of 275,271,002 in November 2016 to 169,809,542 in March 2017).

2.15. The Parties have not found a solution for the disputes that have arisen among them.

### **3. The dispute of the claim**

3.1. MN demands:

To impose the payment of a penalty by Zoom.in and with a ruling against Zoom.in, that Zoom.in is to assume the costs of this case:

#### **I. Primary**

- To grant unrestricted access to the entire CMS 24 hours a day, within 48 hours after the service of the ruling, to such an extent that MN has the possibility to manage the channels of the creators affiliated with MN as they had on 1 November 2016, including in any case the right to manage their own income;

- and at least to ensure that the advertising income generated by the channels of the creators affiliated with MN are paid directly from YouTube to the AdSense account of MN, so that MN can manage these funds itself;

#### **II. Subsidiary:**

To send a fully detailed income report of the previous month to MN within 48 hours of the service of the ruling by no later than the 25th of every month until the end of the Agreement, and to always transfer to MN the advertising income that it is entitled to 3 days following the submission of the overview, without any withholdings or deductions;

III. to provide the logo of MN on the dashboard within 48 hours of the service of the ruling, as well as all pages related to the channels affiliated with MN, at least to configure the pages so that it is clear that they come from MN;

IV. To pay all outstanding advertising income over the period of 1 December 2016 to the day of payment to MN within 7 days following the service of the ruling.

Finally, MN requests that Zoom.in sends a written overview to MN of all promotional activities that Zoom.in has performed on behalf of MN and its

affiliated channels since the start of the Agreement within 14 days following the service of the ruling.

3.2. Zoom.in objects to this.

3.3. Insofar as relevant, the arguments of the Parties will be discussed below.

### **4. The counterclaim**

4.1. Zoom.in claims, in summary, to impose the payment of a penalty by MN and with a ruling against MN, that MN is to pay the costs of this case (I) within 48 hours of the service of the ruling to comply with all the guarantees specified in Article 9.2 of the Agreement and (II) to remove the text as it is now published on the dashboard (cited under 2.13) and keep it removed and to refrain from publishing any negative statements about Zoom.in on whatever type of media.

4.2. MN objects to this.

4.3. Insofar as relevant, the arguments of the Parties will be discussed below.

### **5. The judgement of the claim**

5.1. Unlike Zoom.in has pleaded, MN has sufficient urgent interest with regard to the requested provisions. MN has sufficiently demonstrated (amongst other things with the submission of Exhibit 16, the accuracy of which was not contested by Zoom.in) that its turnover, after Zoom.in denied it access to the CMS has dropped considerably and that it received much less income than it did before. MN therefore has an interest in obtaining access again to the system as quickly as possible.

5.2. The demands of MN predominantly came down to compliance with the Agreement. Such a demand can only be granted in a preliminary injunction if - besides the demand, there is an urgent interest on the part of the claimant - it is sufficiently plausible that the court in proceedings shall follow the standpoint of MN, for instance, because the defense of Zoom.in has no chance of success.

5.3. Because of the intervention of Zoom.in, it is has not been possible for MN to operate its business as it was accustomed to since 23 December 2016. It cannot invite new 'creators', cannot process messages from YouTube, cannot remove channels and the advertising income is, unlike before, no longer transferred to its own AdSense account with YouTube, but to the account of Zoom.in, who consequentially does not (fully) transfer funds to MN. MN is therefore impaired in the execution of its business, it has great difficulties in meeting its obligations, such as with regard to the payment of MN affiliated 'creators'. In short, MN has not been able to operate independently since 23 December 2016, which was the case before under the provisions of the Agreement.

5.4. The Parties do not dispute that Zoom.in, on the basis of the Agreement in the beginning, was obligated to make the CSM available to MN. This unilateral change by Zoom.in is in breach of this.

5.5. In brief, Zoom.in's refusal comes down to the fact that it (1) does not have the possibility to (fully) meet (and keep meeting) these obligations, as this could have fatal consequences for MN as well as Zoom.in (because Google/YouTube would deactivate the channel, as MN

is a 'subnetwork' undesired by YouTube) and/or (2) is entitled to suspend its obligations because MN in turn is not meeting its obligations according to Zoom.in. Based on this, according to Zoom.in, the intervention of Zoom.in must be regarded as a 'temporary emergency measure'. In this respect, the following is considered.

5.6. Zoom.in has failed to sufficiently demonstrate that it would be impossible for it to continue to meet its obligations towards MN, as this would lead to the demise of the company. Although it can be assumed that, since 1 January 2017, YouTube has implemented a more stringent policy with regard to so-called MCNs, in the sense that 'subnetworks' are no longer tolerated, the argument of MN that it is not regarded as a 'subnetwork' but as an 'affiliate', must certainly not be regarded as hopeless in advance. In a first assessment, it is obvious to regard MN as an affiliated entity (affiliate) of Zoom.in, rather than as an 'unaffiliated third party' (as referred to in the letter from Zoom.in to MN presented in 2.7, in which Zoom.in translated this as 'unaffiliated third party' itself). After all, Zoom.in, together with its sister company Illuminata, has a shareholding in MN of 42.5%. Unlike Zoom.in seems to plead, it is not required that they have a majority shareholding of MN in order to be accepted as an MCN by YouTube. YouTube itself differentiates between "Owned and Operated channels (O&O)" and "Affiliate channels", the differentiation of which should hardly be of any relevance for the interpretation of Zoom.in. In addition, it can by no means be concluded from the correspondence of MN with YouTube (Google) (cited under 2.11) that an agreement with YouTube – with the retention of the identity and independence of MN – could not be in agreement with the new YouTube policy. Zoom.in was not able to sufficiently demonstrate its argument with further documents that this is not the case. It also made insufficient attempts (for instance, by means of constructive deliberations with MN and YouTube), in consideration of the Agreement, to satisfy the new policy of YouTube, to which it is obligated toward MN on the basis of article 2.2 of the Agreement, which MN has rightfully stated.

5.7. Zoom.in was also insufficiently able to substantiate its argument that MN severely failed to meet its obligations, so that a 'suspension' would be justified. In that respect, it referred to the circumstance that dubious channels – suspended channels – are (were) affiliated with MN, which were refused by YouTube as they were guilty of plagiarism and violated copyright and/or manipulated views, whereby channels were visited (much) more often than was actually the case, in order to increase their advertising income. MN opposed that they are not always in control of such practices and that these cases occurred in 2015, after which they, together with Zoom.in, 'cleaned up' the channels. This problem, according to MN, no longer occurs to a relevant extent. In this respect, MN argued without contradiction, that the number of 'suspended channels' in 2016 amounted to merely 4.4% of the total number of channels. Its argument that Zoom.in mentioned this problem was

just an attempt to 'justify' its wrongful conduct does not seem unfounded, even less so now that Zoom.in has brought no clear notice of default in the suit from which it unambiguously shows that they have pointed out these alleged shortcomings to MN and/or have issued a warning to MN (recently) to comply with its obligations. In this respect, Zoom.in referred to an e-mail dated 23 December 2016 (its Exhibit 3); however, besides a request to clean up the channels, there was no notice of default with regard to potential penalties from YouTube. In addition, the full take-over of the company management of MN – such as they have seemed to do with the implementation of the measure – goes a bit farther than the 'suspension' of obligations and that the standpoint of Zoom.in that it is merely a 'temporary emergency measure' appears implausible, as the situation has been ongoing without change since the end of December 2016 and Zoom.in has failed to clearly demonstrate which measures are to be taken to end the measures and in which period of time this is to take place.

5.8 The aforementioned at this time leads to the fact that it is sufficiently likely that the judge in potential proceedings would rule that Zoom.in has no justification to no longer meet its contractual obligations. This means that the primary claim under I and the claims under IV would be granted. The requested penalty shall only be connected to the ruling with regard to the claims under I, with moderation and maximisation thereof as stated, as the claim of an undetermined value at this time) to which no penalty can be attached.

5.9. Zoom.in, as it has stated without contradiction, has already complied with the claims under III. A ruling in this point, unlike MN has pleaded, is not necessary at this time. At this moment, there are no concrete indications that Zoom.in shall reverse this situation.

5.10. The claims with regard to promotional activities shall also be denied. MN failed to sufficiently indicate which activities were intended and in which manner Zoom.in failed to meet its obligations arising from the Agreement in this respect.

5.11. As the predominantly unsuccessful Party, Zoom.in shall be ordered to assume the costs of the claimant proceedings that have accrued for MN.

## **6. The judgement of the counterclaim**

6.1. The claim of Zoom.in under (I) in the counterclaim also includes demands to meet the obligations of the Agreement. Zoom.in argues that MN has shortcomings with regard to the issue of guarantees stated in article 9.2, which, amongst other things, refers to compliance with the law and regulations and the prevention of copyright violations, by MN or its affiliated (legal) entities. In this point, MN has rightfully claimed that Zoom.in has failed to clearly demonstrate in which sense, according to them, MN has shortcomings and that they have failed to submit clear and concrete summons. For this reason alone, the claim cannot not be granted.

6.2. The claim under (II) of the counterclaim relates to the text under 2.13 that MN has recently published on

its website. MN rightfully claimed that it is entitled to inform affiliated channels about (the cause) of non-timely payment and that the text used is neutral. Zoom.in's argument, however, that the text is unlawful, is not sufficiently substantiated. There is therefore no reason to rule that the text be removed. With regard to the ban on future negative statements about Zoom.in there is no reason to rule such a ban in advance, plus the claim, with regard to MN's freedom of speech, is too broadly formulated, as MN has rightfully stated.

6.3. The claims of the counterclaim are therefore denied, with the ruling of Zoom.in as the unsuccessful Party in costs of the proceedings of the counterclaim estimated to this day as nil on behalf of MN due to the connection with the claim.

### **7. The ruling**

The Court of Preliminary Relief Proceedings

The claim:

7.1. sentences Zoom.in to grant unrestricted access to the entire CMS to MN 24 hours a day, within 48 hours after the service of the ruling, to such an extent that MN has the possibility to manage the channels of the creators affiliated with MN as they had on 1 November 2016, including in any case the right to manage their own income;

7.2. rules that Zoom.in shall pay a penalty to MN amounting to EUR 5,000 for every day that it fails to comply with the ruling under 7.1. with a maximum of EUR 500,000:

7J. sentences Zoom.in to pay all outstanding advertising income from 1 December 2016 to the day of payment within 7 days of the service of the ruling;

7.4. sentences Zoom.in to pay the costs of these proceedings up until to today on behalf of MN estimated as follows:

€80.42 exploitation costs,

€1,924. - court registration fees

€1,224. - lawyer fees;

7.5. declares this ruling to be executable with immediate effect;

7.6. refuses any other claims

The counterclaim:

7.7. refuses the requested provisions;

7.8. sentences Zoom.in to assume the costs of the proceedings up to this day on behalf of MN estimated at nil.

This ruling is pronounced by mr. M. van Walraven, Court of Preliminary Relief Proceedings, assisted by mr. M. Balk, Registrar, and publically announced on 1 June 2017.

Coll. TF

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