

## GENERAL TERMS AND CONDITIONS B9 PUBLISHING

### 1. Applicability

1.1. These General Terms and Conditions apply to any and all agreements, offers, quotations, orders, order confirmations, services and use of Publications of B9 Publishing, including Boek9.nl and ippt.eu, unless otherwise agreed in writing.

1.2. Unless otherwise agreed in writing, any and all General Terms and Conditions of any User do not apply.

1.3. All offers and quotations are non-committal, unless otherwise agreed in writing.

1.4. An agreement is realised by placing an order by the User and the acceptance thereof in writing by B9 Publishing.

1.5. By applying for a subscription, by using the by subscription offered access, by placing an order or by accepting an agreement the User accepts the applicability of the General Terms and Conditions.

1.6 By applying for an order, requesting a quotation or entering into an agreement, the User accepts the applicability of the General Terms and Conditions.

1.7. In these General Terms and Conditions, the following terms have the indicated meaning, unless a different meaning is clear from the context:

(a) **Subscriber:** any person that has access to B9 Publishings protected segments on the basis of a subscription or any other publication of B9 Publishing, which publications are only accessible on the basis of a subscription.

(b) **Subscription:** An agreement of use of the protected segments of B9 Publishing or any other publication of B9 Publishing which publications are only accessible on the basis of a Subscription or are sent on the basis of a Subscription.

(c) **Advertisement:** every commercial expression in any Publication, the mentions as Sponsor, IP-Specialist or other included.

(d) **Author:** any person or entity in whole or in part involved with the creation of a Publication by providing information or the arranging thereof. Editorial work included.

(e) **User:** any person or entity, (i) to whom B9 Publishing makes an offer/quotation, (ii) that enters into an agreement with B9 Publishing (iii) in respect of whom an Advertisement is published, (iv) that uses any Publication of B9 Publishing or has signed up for or used a subscription.

(f) **Publication:** every publication of B9 Publishing, along with every section thereof, whether or not in print or in electronic form including all data and information, files, databases, websites and Advertisements.

B9 Publishing is a trade name of B9 Publishing a private company with limited liability, registered under the number 30226743 at the Chamber of Commerce Utrecht.

(g) **B9 Publishing:** the private company Boek 9 B.V., registered at the Chamber of Commerce Utrecht, under the number 30226743, regardless of which trade name

it uses, such as Boek9.nl, Boek9, Boek 9, B9 Publishing, IP-PorTal, ippt.eu and IPPT.

### 2. Use of Publications

2.1. All Publications are carefully constructed, but B9 Publishing and her Authors are not liable for (a) the exactness or integrality of any Publication, or (b) any Publication that is outdated or becomes outdated.

2.2. Publications of B9 Publishing are not intended to be and can at no time be considered as legal advice in any form whatsoever. Any use of any Publication is entirely at the Users or any third persons own risk.

2.3. Subscribers and Users are only entitled to use Publications in a normal and accepted manner that does not jeopardise the normal exploitation of the Publication, nor bring unjustified harm to B9 Publishing. Subscribers and users are only entitled to make a limited number of copies or print-outs of individual items of a Publication, that are in quantitative or qualitative regard not a substantial part thereof, for own study, practice or use.

2.4. Subscribers and User are only entitled to use any Publications or the Subscription respecting these General Terms of Conditions and the applicable Subscription. A Subscriber or user will at all times comply with further regulations and guidelines regarding the use of B9 Publishing.

2.5. Subscribers and Users shall not make unauthorised use of any Publication or Subscription and shall not circumvent technical measures of any Publication or Subscription or attempt to or facilitate attempts to do so.

2.6 The use of any Publication shall be solely governed by the law of the Netherlands. The competent Court is the district court Midden-Nederland in The Netherlands.

2.6. The use of any Publication shall be solely governed by the law of the Netherlands, without regard to its conflict of laws provisions. The competent court at Utrecht, the district court Midden-Nederland, The Netherlands, will have exclusive jurisdiction over any claims and disputes arising out of or related to any use of the Publications or in connection with any agreement governed by these General Terms and Conditions. However if the User is domiciled in a jurisdiction that is not subject to a treaty providing for the direct execution of judgements by a Dutch court, B9 Publishing may, at its sole discretion, have the dispute finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute, in which case (a) the arbitral tribunal shall be composed of one arbitrator, (b) the place of arbitration shall be Utrecht, The Netherlands and (c) the arbitral procedure shall be conducted in the English language.

### 3. Subscriptions

3.1. A subscription is realised after B9 Publishing accepts a request thereof and after receipt of the payment by B9 Publishing.

3.2. Subscriptions are valid for a period of twelve months or the period indicated at the moment of appli-

ation and will terminate after expiration of this period, unless indicated otherwise.

3.3. Subscriptions are strictly personal and every Subscriber receives an access code consisting of an existing personal e-mail address and a password, unless otherwise agreed in writing.

3.4. The Subscriber is responsible for correctness of the information provided in the application for a Subscription.

3.5. The Subscriber guarantees that the access code will only be used by the Subscriber and will not be provided to any third party. The Subscriber ensures that the access code shall not be made known to a third party or be used by third parties. The Subscriber is fully liable in case of use of the access code by a third party, including damages and financial obligations. The aforementioned use is attributed to the Subscriber.

#### **4. Offers and prices and tariffs**

4.1. All offers of B9 Publishing are one-off, non-committal and only valid during the indicated period. B9 Publishing can only be bound by an offer in case the acceptance of this offer is confirmed by B9 Publishing within the indicated period.

4.2. B9 Publishing is allowed to unilaterally change its prices and tariffs at any time, taking into account a period of a minimum of thirty (30) days. In case of an interim price or tariff increase, a User is authorised to terminate a current agreement.

4.3. Delivery dates merely serve as an indication.

4.4. All prices and tariffs are exclusive of VAT, unless indicated otherwise.

4.5. Subscription fees and other tariffs are due in advance, unless specifically stated otherwise. All other payments are due within 14 days after the invoice has been sent and are without any discount or compensation

4.6. Upon exceeding any payment period, the User is legally in default without requiring a reminder or notice of default from B9 Publishing. In such a case the User is due to pay the legal interest for trade transactions, unless the User is not a professional User, in which case the legal interest for non commercial transactions is to be used. Additionally, all (possible) extrajudicial costs and collection costs to be made by B9 Publishing are to be paid by the User.

#### **5. Advertisements**

5.1. The User is responsible for the correctness and lawfulness of an advertisement and indemnifies B9 Publishing against all possible claims from third parties, damages and costs.

5.2. B9 Publishing preserves the right to refuse placement of an advertisement and the right to take down an advertisement at any time without explanation being required.

5.3. In case of a mention as Sponsor or IP-Specialist:

(a) The mention of an individual User is seen as an agreement between this User and B9 Publishing, regardless of whether the costs are charged to or paid by another User or any other third party.

(b) Both the firm and the User are responsible for the mention and publication to be correct and lawful and indemnify B9 Publishing against all possible claims from third parties, damages and costs.

(c) The mention as a Sponsor or IP-Specialist remains valid for a period of twelve months or the period indicated at the moment the agreement was made.

#### **6. Limitation of liability**

6.1. B9 Publishing and its Authors are not in any way liable for damages suffered by a User or any other third party, related in some way to any Publication, including both direct and indirect use thereof, including use of hyperlinks, underlying sources, advertisements and any outdated information.

6.2. B9 Publishing is not liable for any damages suffered or future damages, of any kind, relating to the compliance of an agreement or quotation.

6.3. B9 Publishing and its Authors are not liable for damages of any nature related to or resulting from actions or decisions based on any information contained in a Publication, including any advertisement.

6.4. In the case B9 Publishing is found to be liable, for whatsoever reason, then the liability is limited to a maximum of the invoice value (excluding VAT) of the part of the agreement from which the liability arises.

6.5. If B9 Publishing is held liable by a third party in connection with any act or omission of a User, the User will fully indemnify and compensate B9 Publishing.

#### **7. Intellectual property**

7.1. All intellectual property rights, which includes in any case copyrights, neighbouring rights, database rights, trade marks and trade name rights, regarding any Publication belong to B9 Publishing and licensors of B9 Publishing.

7.2. All intellectual property rights are reserved and nothing of a Publication may be published or reproduced, including storage in an automated file, unless it is authorised by law or necessary for normal use permitted in these General Terms and Conditions.

7.3. In the event of any breach of intellectual property rights of B9 Publishing, the User is obliged to compensate all damage, loss of profit and costs of B9 Publishing.

#### **8. Secrecy - personal information**

8.1. Parties are mutually obliged not to disclose any confidential information that comes to their knowledge in the context of the execution of an agreement. Parties will take all reasonable precautions to protect confidential information.

8.2. Personal information will be used in a confidential and a careful manner, in accordance with applicable law and in accordance with the applicable privacy statement.

#### **9. Transfer**

9.1. Users are not entitled to assign rights and obligations under an agreement in whole or in part to a third party, without prior written consent of B9 Publishing.

9.2. B9 Publishing is entitled to assign rights and obligation under an agreement in whole or in part to a third party (a) in connection with the collection of outstanding claims or (b) in connection with the transfer of a part of the activities of B9 Publishing

#### **10. Suspension and termination**

10.1. If a User does not fulfil a payment or otherwise wholly or partially fails to fulfil an obligation, B9 Publishing is always entitled to suspend or terminate access to a Publication, placement of an Advertisement or the fulfilment of any other obligation, without any reminder or notice of default, notwithstanding the full chargeability of the agreed prices and rates.

10.2. If a failure to fulfil a contractual obligation has taken or will take more than 4 weeks, B9 Publishing is entitled to wholly or partially terminate the current agreements with immediate effect, without being liable for any damage.

10.3. B9 Publishing is entitled to wholly or partially terminate an agreement without prior written communication, if in respect of the User (a) bankruptcy, suspension of payments or an extrajudicial debt settlement is requested or granted, (b) the company is wholly or partly discontinued or transferred, (c) any seizure is imposed on its goods, including an interlocutory freezing order, executory seizure and fiscal seizure. In these cases B9 Publishing is not liable for any compensation. Any claims of B9 Publishing on the User will be claimable immediately and fully.

10.4. In the event of the termination of an agreement by dissolution or termination with mutual consent, all payment obligations will be claimable immediately and fully.

10.5. Provisions which by their nature continue after (interim) termination or dissolution of the agreement (including among other things the provisions on intellectual property rights, applicable law and competent court), will remain valid termination after the termination of the agreement.

#### **11. Other provisions**

11.1. B9 Publishing has the right to unilaterally make interim amendments to these General Terms and Conditions. B9 Publishing will make amendments known at least thirty (30) days before they enter into force.

11.2. These General Terms and Conditions and all agreements governed by these General Terms and Conditions shall be solely governed by the Law of the Netherlands.

11.3. All disputes regarding these terms and conditions and all agreements governed by these General Terms and Conditions will be submitted solely to the competent court in the district of Midden-Nederland, unless another court has jurisdiction pursuant to a mandatory provision.