

# Terms and conditions for Dienst

The service "Dienst" is offered over the internet by the company Dienstverlener. The use of Dienst is subject to the below terms and conditions. Using Dienst constitutes acceptance of these terms and conditions.

Deviations from these terms and conditions is possible only by means of written confirmation by Dienstverlener.

## Article 1. Use of the service

1.1. The service Dienst allows you to publish a profile for yourself, participate in online discussions and get in contact with other users. Dienstverlener does not actively assist in doing so but does moderate to ensure the service is used legally and appropriately.

1.2. To use Dienst, you first need to register. After completing registration, you can directly log in to your account and use the service.

1.3. You must secure access to your account using the username and password against third parties. In particular you must keep the password strictly confidential. Dienstverlener may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are liable for these actions unless and until you have notified Dienstverlener that someone else knows your password.

1.4. Dienst processes your personal data. You give your consent for all forms of processing within the scope of the service. Consult the privacy statement of Dienstverlener for more information.

## Article 2. Terms of use

2.1. It is not permitted to use Dienst for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous or racist, or to create profiles on Dienst under the names of other people or to pretend to be another person, or a moderator/maintainer of Dienst.

2.2. In addition, on Dienst it is forbidden to:

- publish information in violation of copyright or hyperlinks to such information;
- and to do anything that violates applicable netiquette.

2.3. Should Dienstverlener discover that you violate any of the above, or receive a complaint alleging the same, then Dienstverlener may intervene to end the violation.

2.4. If in the opinion of Dienstverlener the continued functioning of the computer systems or network of Dienstverlener or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, Dienstverlener may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.

2.5. Dienstverlener is at all times entitled to file a criminal complaint for any offenses committed through or using the service.

2.6. Dienstverlener may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless Dienstverlener from all third-party claims arising out of your violation of these terms of use.

## Article 3. Availability and maintenance

discovery.

6.4. In case of force majeure Dienstverlener is never required to compensate damages suffered by you. Force majeure includes among others disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

### **Article 7. Term and termination**

7.1. This agreement enters into force as soon as you first use the service and then remains in force until terminated.

7.2. If you entered into this agreement as a consumer, you may terminate the agreement at any time with a notice period of one month, calculated from the moment of the notice. Non-consumers can terminate the agreement with a notice period of two months.

7.3. Dienstverlener is entitled to terminate the agreement if you have not used the service at all in the last 18 months. In such an event Dienstverlener shall first send a reminder mail to the e-mail address connected to your account.

### **Article 8. Changes to terms**

8.1. Dienstverlener may change or add to these terms and conditions as well as any prices at the start of a new payment period (as defined in 5.1).

8.2. Dienstverlener shall announce through the service changes or additions at least thirty days before their taking effect.

8.3. If you do not want to accept a change or addition, you may terminate the agreement until the date the changes take effect. Use of Dienst after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

### **Article 9. Miscellaneous provisions**

9.1. Dutch law applies to this agreement.

9.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with Dienst shall be brought before the competent Dutch court for the principal place of business of Dienstverlener.

9.3. For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid a statement by e-mail or communication through the Dienst service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.

9.4. The version of any communication of information as recorded by Dienstverlener shall be deemed to be authentic, unless you supply proof to the contrary.

9.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.

9.6. Dienstverlener is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of Dienst or the associated business activities.