

TERMS AND CONDITIONS EMERCE – CUSTOMER

These are the general terms and conditions of Emerce B.V. located at Hendrik Figeeweg 1-0009 in Haarlem and registered with the Chamber of Commerce under registration number 32149513, hereinafter referred to as “Emerce”.

Module A: General – contains terms and conditions applicable to each Agreement with Emerce.

Module B: Subscriptions – contains terms and conditions that apply specifically if [online] access is obtained to Emerce’s online Content/Print Products.

Module C: Activities – contains terms and conditions that apply specifically if Customer participates in Training Courses and/or Events (Activities), organised by Emerce.

MODULE A: GENERAL

ARTICLE A.1. DEFINITIONS

In the general terms and conditions, the following terms are used with an initial capital. The terms below (both singular and plural) are defined as follows:

- A.1.1. **Account:** the online environment made available to Customer.
- A.1.1. **Activity:** an activity in which a Customer participates, being a Training Course or an Event.
- A.1.3. **Agreement:** the agreement between Emerce and Customer, of which the General Terms and Conditions form an integral part.
- A.1.4. **Content:** all data and files of Emerce to which Customer – after purchase of a Subscription and subject to payment – has access.
- A.1.5. **Customer:** the natural or legal entity/person who enters into an Agreement with Emerce.
- A.1.6. **Enrolment Fee:** the fee payable by Customer to Emerce for their registration for the Activity chosen by Customer.
- A.1.7. **Entrance Ticket:** the personalised entry ticket issued to Customer that gives Customer access to the Activity.
- A.1.8. **Event:** a Service offered by Emerce in which Customer can participate after signing up via the Registration Form.
- A.1.9. **General Terms and Conditions:** these general terms and conditions including the corresponding modules.
- A.1.10. **Intellectual Property Rights:** rights (of intellectual property) including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, related rights, patent rights, as well as rights to know-how.
- A.1.11. **Location:** the designated location of the Activity. This concerns both the physical locations, as well as the digital environment link in which Customer can participate in the Activity online.
- A.1.12. **Print Product:** a print edition of product published by Emerce, such as ‘EMERCE 100’ and ‘EMERCE EGUIDE’.
- A.1.13. **Registration Form:** the form by means of which a [potential] Customer registers as a participant in the Activity.
- A.1.14. **Service:** the services that Emerce will provide on behalf of Customer including but not limited to providing access to the Website containing both paid parts [Content] and non-paid parts, offering

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- A.1.15. Subscriptions, participating in Training Courses and Events (Activities).
- A.1.16. **Subscription:** the subscription required by Customer to receive certain Services.
- A.1.16. **Subscription Fee:** the fee payable by Customer to Emerce for the Subscription for each Subscription Period.
- A.1.17. **Subscription Period:** the term of a Subscription expressed in a period during which Customer has access to Emerce's online Content or during which the Print Product is periodically delivered to Customer.
- A.1.18. **Training Course:** a Service offered by Emerce in which Customer can participate after signing up via the Registration Form.
- A.1.19. **Website:** Emerce website, available at <https://www.emerce.nl/> including all its subdomains.

ARTICLE A.2. CONCLUSION OF AGREEMENT

- A.2.1. The Agreement is concluded when Customer:
- a. registers via the Website and, after subsequent confirmation, automated or otherwise, from Emerce, gains access to an Account; and/or
 - b. completes the ordering process on the Website, accepting the General Terms and Conditions.

ARTICLE A.3. ACCOUNT

- A.3.1. As part of the Service, Emerce may make an Account available.
- A.3.2. Customer must keep his login details, username and password strictly confidential. Emerce is not liable for misuse of login details and may always assume that a Customer who logs on to the Website is actually that Customer. Everything that happens via Customer's Account is the responsibility and risk of Customer.
- A.3.3. Customer must ensure that the address and payment details provided by them are correct.
- A.3.4. Emerce is entitled to engage third parties in the performance of its obligations under the Agreement.

ARTICLE A.4. INTELLECTUAL PROPERTY RIGHTS

- A.4.1. All Intellectual Property Rights vested in all Services and any associated software, as well as all Content, information and images are and will remain vested in Emerce or its licensors.
- A.4.2. Emerce hereby grants Customer a non-exclusive, non-sublicensable and non-transferable right of use for the duration of the Agreement in order to use the Service in accordance with the Agreement.
- A.4.3. If Customer sends information to Emerce, for example feedback about an error or a suggestion for improvement, Customer grants Emerce an unlimited and perpetual right of use of this information.

ARTICLE A.5. LIABILITY

- A.5.1. Emerce's liability for damage suffered by Customer as a result of an attributable shortcoming in the performance by Emerce of its obligations under the Agreement, or due to an unlawful act of Emerce, its employees or third parties engaged by it, shall be limited per damage-causing event, whereby a series of related events counts as one event, to what Customer has paid to Emerce under the Agreement in the six (6) months preceding the month in which the damage-causing event occurred. In no case shall the total compensation for any damages exceed EUR 5,000 (five thousand) on an annual basis.
- A.5.2. Irrespective of the provisions of the previous paragraph, Emerce is only liable for the direct damage suffered by Customer. Direct loss or damage shall be limited to:
- a. reasonable costs incurred by Customer to have Emerce's performance comply with the Agreement;
 - b. reasonable costs incurred in order to determine the cause and the extent of the loss or damage, to the extent that such determination applies to direct loss or damage within the meaning of the General Terms and Conditions;
 - c. reasonable costs incurred to prevent or limit loss or damage, provided that these costs have arisen from limiting direct loss or damage within the meaning of the General Terms and Conditions.
- A.5.3. Emerce is not liable for damage or loss of data and/or records during transportation or mailing, regardless of on whose behalf the transportation or mailing is done.
- A.5.4. Any limitation of liability does not apply in case of intent or deliberate recklessness of Emerce.

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- A.5.5. Emerce's liability in relation to issues under the Agreement shall only arise where Customer immediately and properly gives Emerce notice of default in writing, allowing reasonable time to correct the issue, and where Emerce nevertheless continues to be in default. The notice of default should include a description of the problem, as detailed as possible, so that Emerce is able to respond adequately.
- A.5.6. The condition for any right to compensation is that Customer reports the damage to Emerce in writing no later than thirty (30) days after discovery of the damage.
- A.5.7. Any limitation of liability contained in these General Terms and Conditions does not apply to Customers acting as consumers. Towards consumers, the liability provisions of the law apply.

ARTICLE A.6. FORCE MAJEURE

- A.6.1. Emerce shall not be obliged to meet any obligation under the Agreement if prevented from doing so as a result of force majeure. Emerce can also not be held liable for any resulting damages.
- A.6.2. Force majeure is in any case present in case of network attacks; (d)dos attacks; attacks of malware or other harmful software; defectiveness of equipment, software or materials of Customer or third parties; government measures; electricity failure; Internet failure, computer network or telecommunication facility failures not under the control of Emerce; war; flood; fire; strike and general transport problems.
- A.6.3. If a force majeure situation has lasted longer than ninety (90) days, both Parties have the right to terminate the Agreement in writing with immediate effect, without any obligation to undo.

ARTICLE A.7. DURATION AND END OF THE AGREEMENT

- A.7.1. In case the Agreement relates to Activities referred to in Module C, it is in force until the relevant Activity is completed. In other cases, the Agreement is entered into for an indefinite period.
- A.7.2. After entering into the Agreement with Emerce, Customer may terminate it at any time by deleting the Account or by notifying Emerce in writing. In the event of removal of the Account by Customer, Emerce is not obliged to refund the amounts already paid for any other Services Customer may have purchased.
- A.7.3. Emerce may terminate the Agreement at any time subject to one (1) month's notice.
- A.7.4. Upon termination for any reason, Emerce is entitled to terminate or discontinue the Service and erase or make inaccessible all data stored on behalf of Customer immediately after the date of expiry of the Agreement. In doing so, Emerce is not obliged to pro-actively provide Customer with a copy of such data.
- A.7.5. If Customer does not act as a consumer and violates the General Terms and Conditions, Emerce is entitled to block access to the Service and suspend the Agreement.

ARTICLE A.8. PRICES

- A.8.1. If Customer acts as a consumer and shipping costs are charged, this will be stated clearly, in good time before the conclusion of the Agreement.
- A.8.2. The content of the Website has been compiled with due care. However, Emerce cannot guarantee that all information on the Website is at all times correct and complete. All prices and other information on the Website and in other materials originating from Emerce are therefore subject to manifest programming and typing errors.

ARTICLE A.9. PAYMENT

- A.9.1. In case Customer has opted for payment by invoice, Customer shall pay the amounts due within the payment period stated on the invoice. In the absence of a payment deadline, payment shall be made within fourteen (14) days of the invoice date.
- A.9.2. In case Customer has issued a direct debit authorisation to Emerce or a third party engaged by it, Customer must ensure that the collection can be executed at the time of collection. Reversing amounts collected shall in no case release Customer from their payment obligation(s) towards Emerce.
- A.9.3. If Customer does not meet their obligation(s) to pay on time, after Customer has been notified by Emerce that the payment term has been exceeded and Emerce has granted Customer a period of fourteen (14) days to still fulfil their payment obligations, after the failure to pay within this 14-day period, Customer will owe statutory interest on the outstanding amount and Emerce will have

the right to charge the extrajudicial collection costs incurred by Emerce in accordance with the *Besluit vergoeding buitengerechtelijke incassokosten (BIK)* (Extrajudicial Collection Costs Compensation Decree).

ARTICLE A.10. RIGHT OF CANCELLATION

- A.10.1. If Customer acts as a consumer, Customer has the right to dissolve the Agreement in writing and free of charge within fourteen (14) days from the moment the Agreement was concluded.
- A.10.2. The right of withdrawal does not apply to Agreements to provide Services if:
- a. fulfilment has commenced with Customer's express prior consent; and
 - b. Customer has declared to waive their right of termination once Emerce has fulfilled the Agreement.

ARTICLE A.11. CHANGES

- A.11.1. Emerce reserves the right to change the General Terms and Conditions. Changes also apply to Agreements already concluded.
- A.11.2. Changes will be announced to Customer at least thirty (30) days before they take effect by email, via the Account or any other channel of which Emerce can prove the announcement has reached Customer. Non-substantive changes of minor importance can be made at any time and do not require notification.

ARTICLE A.12. FINAL PROVISIONS

- A.12.1. If Customer has a complaint about the Service and/or other aspects of Emerce's service, Customer may complain to Emerce by email or post. Please refer to the contact details below.
- A.12.2. Customer can also file a complaint via the European Dispute Resolution Platform, accessible at <http://ec.europa.eu/odr/>.
- A.12.3. The Agreement is governed by Dutch law. This choice of law shall not affect the protection afforded to Customer under the mandatory law of their place of residence.
- A.12.4. To the extent not otherwise stipulated by the rules of mandatory law, all disputes that may arise in connection with the Agreement shall be submitted to the competent Dutch court in the district in which Emerce is located.
- A.12.5. If any provision in the Agreement appears to be invalid, this shall not affect the validity of the entire Agreement. In such a case, the parties will adopt (a) new provision(s) by way of replacement(s), which implement(s) the intention of the original provision as much as legally possible.
- A.12.6. In these terms and conditions, "in writing" also means communication by email or any other electronic means of communication, provided that the identity of the sender and the integrity of the message are sufficiently established.

CONTACT DETAILS

EMERCE B.V.

Hendrik Figeeweg 1-0009
2031 BJ Haarlem

Email: privacy@emerce.nl
CoC no: 32149513
VAT no: NL 8205.91.944.B01

MODULE B: SUBSCRIPTIONS

ARTICLE B.1. APPLICABILITY

- B.1.1. The provisions included in this Module B apply additionally if Customer takes out a Subscription. Customer with a Subscription can use his Account to access the online Content on the Website or receive printed copies of a Print Product.

ARTICLE B.2. CONCLUSION OF THE SUBSCRIPTION

- B.2.1. Emerce offers the option of taking out a Subscription in order to access the online Content which can be accessed for a fee or to receive the Print Product.
- B.2.2. Customer can take out a Subscription via the Website. If Customer has accepted Emerce's offer electronically, Emerce will send a confirmation thereof by email.

ARTICLE B.3. SUBSCRIPTION FEES

- B.3.1. With regard to prices for a Subscription, Emerce reserves the right to change the amount of Subscription Fees for both existing Subscriptions and Subscriptions that have been automatically renewed. When changing the Subscription Fees, Emerce may, inter alia, follow the applicable Consumer Price Index. In case a price change is implemented within three (3) months after the conclusion of the Agreement, Customer acting as a consumer is granted the right to terminate the Agreement.
- B.3.2. A change in Subscription Fees will be announced by Emerce via the Website and published in the colophon of the relevant Print Product no later than four (4) weeks before it takes effect.

ARTICLE B.4. DURATION AND TERMINATION OF THE SUBSCRIPTION

- B.4.1. A Subscription is entered into for the Subscription Period and cannot be cancelled earlier.
- B.4.2. Towards the end of the Subscription period, the Subscription is automatically renewed for an indefinite period of time, unless Customer has cancelled the Subscription subject to the notice period.
- B.4.3. A Subscription that has been automatically renewed for an indefinite period can be cancelled by Customer at any time subject to a notice period of one (1) month. Termination of a Subscription can be done in writing, via the Website, by (registered) mail or by other written means. Customer must ensure that the termination reaches Emerce in a timely manner. Emerce will ensure immediate confirmation of receipt of the termination.
- B.4.4. Emerce may terminate a Subscription at any time subject to one (1) month's notice.
- B.4.5. After termination of the Subscription by Customer or Emerce, any excess amounts paid will be refunded to Customer on a pro rata basis.

ARTICLE B.5. ACCESS ONLINE CONTENT ON THE WEBSITE

- B.5.1. Emerce offers – in exchange for payment of a Subscription – access to a closed section of the Website to Customer. Customer can view exclusive Content here that is not publicly accessible.
- B.5.2. Emerce will use its best efforts to make the Website available, but access to the Website is provided without any warranty or representation as to accuracy or freedom from error. Customer uses the (functionalities on the) Website at their own risk.
- B.5.3. Emerce releases updates from time to time to correct any errors or improve the functioning of the Website. If the implementation of updates will affect the functionality of the Website, Emerce will strive to inform Customer in a timely manner.
- B.5.4. From time to time, Emerce may modify the Content on the Website and the functionality of the Website. In doing so, Customer feedback and suggestions are welcome, but Emerce has the right not to implement the changes.

ARTICLE B.6. PRINT PRODUCT DELIVERY

- B.6.1. After concluding the Subscription, the next edition of the Print Product will be delivered to Customer according to the publication schedule.
- B.6.2. Customer is obliged to inform Emerce of any changes to their address details in a timely manner. Emerce is not liable for any damage resulting from the failure to provide a change of address in a timely manner.

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- B.6.3. Deliveries of printed copies of the Print Product as part of a Subscription will be delivered to Customer's address as provided by Customer and known to Emerce.
- B.6.4. Emerce recommends that Customer inspects the delivered Print Product and reports any defects found within a reasonable time, preferably in writing. If the delivered Print Product does not meet the Agreement, the Print Product will be replaced or reimbursed after consultation with Customer. The maximum compensation is equal to the price paid by Customer over the product.
- B.6.5. Emerce will strive to deliver the Print Product to Customer. However, Emerce depends on the third parties it engages to deliver the products to Customer's address.
- B.6.6. Once the Print Product to be delivered has been delivered to the specified delivery address, the risk is transferred to Customer.

MODULE C: ACTIVITIES

ARTICLE C.1. APPLICABILITY

- C.1.1. The provisions contained in this Module C shall additionally apply if Emerce offers an Activity under the Agreement in which Customer can participate. The provisions of Article C.2 to Article C.6 only apply when a Customer will participate in (one of) the various Training Courses offered by Emerce.

ARTICLE C.2. ACCESS TO ADMINISTRATION AND REGISTRATION

- C.2.1. Emerce presents its Activities and information about their scope and content on the Website. A person wishing to participate in an Activity to be provided by Emerce must register for that Activity. Signing up for participation in the Activity should be done by means of the Registration Form. This Registration Form must be completed in full and received by Emerce.
- C.2.2. By completing the Registration Form, Customer undertakes to pay the Enrolment Fee. The Visitor's Entry Ticket will be activated only after Emerce has received the Enrolment Fee. The Enrolment Fee must be paid before participation in the Activity.
- C.2.3. The Agreement for the purpose of participating in an Activity is only established by acceptance of Customer's enrolment by Emerce, after which Customer can participate in the Activity. The acceptance, being the Agreement, is sent by email to Customer to the address provided by them on the Registration Form.
- C.2.4. The Agreement entered into by Customer and Emerce for the purposes of an Activity will last for a defined period as specified in the offer or Agreement. These Agreements terminate by operation of law upon completion of the [the entire series of] Activity[ies].

ARTICLE C.3. CANCELLATION

- C.3.1. If Customer wishes to cancel or change their participation in an Activity, a request to that effect must be made by email to Emerce. Emerce may grant a request to cancel or change Customer's participation under the condition that, in any event, the following cancellation fee is paid by Customer:
- in case of cancellation up to four (4) weeks before the start of the Activity: 25% of the cost of participation due;
 - in case of cancellation up to four (4) weeks before the start of the Activity: 25% of the cost of participation due;
 - in case of cancellation within two (2) weeks before the start of the Activity: 100% of the cost of participation due.
- NB: Administration fees and/or handling charges already paid are non-refundable.
- C.3.2. If Customer is unable to participate in the Activity, Customer may be replaced by another person free of charge, provided that Customer contacts Emerce about this and obtains approval for the replacement from Emerce. Emerce is entitled to refuse the aforementioned approval at any time.

ARTICLE C.4. ACCESS AND STAY TRAINING

- C.4.1. Customer is obliged to carry the Entrance Ticket together with a valid identification document throughout the Training and to show it to Emerce or third parties engaged by it upon first request.

ARTICLE C.5. LECTURES TRAINING COURSE

- C.5.1. Customer will receive a programme prior to the commencement of the Training Course with the training days or evenings and the Location where the Training will take place.
- C.5.2. If, in certain cases, the number of participants is too low in the opinion of Emerce, Emerce reserves the right to cancel the Training Course before its commencement or to arrange for it to take place at a different Location and/or at a different time. In such a case, Emerce will inform Customer at least one week in advance.
- C.5.3. For quality improvement reasons, Emerce reserves the right to make interim changes to the training programmes.

ARTICLE C.6. ABSENCE OF TRAINING COURSE TEACHER

- C.6.1. In case of illness and/or indisposition of a teacher, Emerce will provide equivalent replacement if at all possible.
- C.6.2. If replacement proves impossible, Emerce will inform Customer as soon as possible and come up with alternative training days.
- C.6.3. If Customer is not in a position to participate in the Training Course on an alternative training day – as referred to in the previous article C.5.2 – Customer may cancel the Course free of charge.