

## General Terms and Conditions

### I. Conditions for providing Advisory and Intermediary services

#### Article 1

Novagraaf shall, if deemed desirable or necessary for the correct performance of the commission with which it has been charged, be authorised to involve other experts during the execution of the commission, the costs of which shall be charged to the client.

#### Article 2

Novagraaf shall make every effort to perform the work to the best of its ability and adhere to the established code of practice with respect to the performance of the profession concerned. Novagraaf shall not accept liability for damage or loss arising from or related to incorrect information supplied by the client. Providing incorrect and/or incomplete information (even when provided in good faith) shall be deemed a breach on the part of the client and can give Novagraaf sufficient cause to dissolve the contract. The client acknowledges that the duties of Novagraaf are of an advisory nature. By virtue of the nature of the work carried out by Novagraaf and the subjective evaluation approach that is therefore always part of it, the liability of Novagraaf for the total damage or loss arising from or related to one or more attributable failing(s) on the part of Novagraaf or which may be founded on any other legal grounds, shall be limited to the amount paid out by the insurer in respect of such matters. In the event that the insurer does not make a payment in any case, Novagraaf shall not accept any liability.

The liability for consequential damages, which shall also include damage as a consequence of adaptation of printed material, internet sites, damage to reputation, costs of filing applications, shall be excluded. The limitations of liability included in this clause shall not apply in cases where the damage or loss is as a consequence of intent or deliberate recklessness on the part of Novagraaf or any of its employees in an executive position.

#### Article 3

In the event of force majeure, Novagraaf shall, without legal intervention, have the right either to suspend the execution of the contract for as long as the circumstances causing the force majeure persist, or dissolve the contract fully or in part. In the event of force majeure Novagraaf shall in no way be deemed liable for the damages. For the purpose of this contract, force majeure shall include such matters as: illness of Novagraaf employees and the lack of available information from the client or incorrect information having been provided by the client. Novagraaf shall continue to be entitled to claim payment for the work that was carried out as part of said contract before the circumstances causing the force majeure were in evidence.

#### Article 4

Any contracts entered into and/or transactions carried out between Novagraaf and the client shall be governed by the Laws of the Netherlands. The Courts of Amsterdam shall have jurisdiction in any disputes arising between Novagraaf and the client.

For more information please contact:

Novagraaf Nederland B.V.  
Hoogoorddreef 5  
1101 BA Amsterdam  
PO Box 22722  
1100 DE Amsterdam  
The Netherlands

T +31 (0) 20 564 14 11  
F +31 (0) 20 696 23 03  
info@novagraaf.nl  
www.novagraaf.nl

CC number: 33005457

## **II. Additional Terms and Conditions for Domain Names and E-Services**

### **1. Applicability**

1.1 These Additional terms and conditions for domain names and E-Services ("Additional Terms") are applicable to requests for proposals from, or instructions given by, a third party ("Client") to Novagraaf Nederland B.V. ("Novagraaf") concerning the registration of domain names ("Domain Names") and all provision of electronic services by Novagraaf and all services rendered electronically, including all other services for which Novagraaf declares these Additional Terms to be applicable ("E-Services"). These Additional Terms are applicable in addition to the General Terms and Conditions for the provision of Advice and Intermediary of Novagraaf ("General Terms"), which General Terms are also applicable to Domain Names and E-Services.

1.2 These Additional Terms may be amended by Novagraaf from time to time, in which case Novagraaf will provide notice thereof on its website [www.novagraaf.nl](http://www.novagraaf.nl). By continuing to use Novagraaf's services after notification of an amendment, the Client accepts the applicability of amended Additional Terms.

### **2. Domain Names and E-Services**

2.1 In rendering its services Novagraaf may engage the services of third parties. The Client authorizes Novagraaf to accept in the Client's name, any terms and conditions or other regulations, that may be used by such third parties, including any holders of registers that are open to the public.

2.2 The Client will timely provide Novagraaf with complete data and information as requested by Novagraaf, in the absence of which Novagraaf may suspend its services or terminate the agreement, either in whole or in part.

2.3 All data and information, including personal data, as provided by the Client, can be used by Novagraaf and any third parties engaged by Novagraaf, anywhere in the world in accordance with applicable laws and regulations. In case such use requires the consent of a third party, the Client will be responsible for, and warrants that, such consent has been obtained.

### **3. E-Portals - Subscriptions**

3.1 Access to E-Services by means of electronic portals ("E-Portals") is only permitted on the basis of an agreement ("Subscription") between Novagraaf and a Client ("Subscriber"). Access to E-Portals is limited to such times as Novagraaf may from time to time indicate and to such parts as agreed between Novagraaf and the Subscriber.

3.2 The Subscriber shall make sure that all access codes and passwords related to E-Portals will only be known to and used by employees and third parties that are authorized by the Subscriber ("Authorized Users").

3.3 Novagraaf may assume that all instructions given to Novagraaf through E-Portals are accurate and complete and that the Authorized User has the authority required for such instructions.

3.4 The Subscriber and its Authorized Users are fully responsible for the hardware and software that is necessary to use the E-Portals in accordance with the instructions for usage and security as may from time to time be issued by Novagraaf.

3.5 The Subscriber warrants that the Subscriber and its Authorized Users (a) will at all times act in accordance with the terms and conditions and instructions for usage and security that from time to time apply to a Subscription or E-Portal, (b) will not use access codes or passwords for other purposes than use in accordance with the terms and conditions and instructions for usage and security that from time to time apply, (c) will not in any manner whatsoever jeopardize the uninterrupted use of E-Portals by other Subscribers, and the confidentiality thereof, and (d) will not use any E-Portals and any of the data and information obtained in violation of any applicable laws and regulations or any illegitimate acts or purposes.

3.6 The Subscriber is responsible for any use made of any E-Portals, Subscriptions or any related data and information by its Authorized Users.

3.7 Unless otherwise agreed in writing, Subscriptions will have a first Subscription period of at least one year, and will after the expiration thereof be automatically renewed for subsequent Subscription-periods of one year. Subscriptions can be terminated at the expiration of any Subscription period by either Novagraaf or the Subscriber by giving written notice and observing a notice period of at least one month.

3.8 Any Subscription fees will be due per Subscription period and are payable prior to the relevant Subscription period. Novagraaf is entitled to increase a Subscription fee during a Subscription period in case of an increase in prices or costs charged by third parties engaged by Novagraaf. Novagraaf is at all times entitled to charge any Subscription fees, costs and expenses in advance.

#### **4. Use of data and information provided by Novagraaf**

4.1 Data and information as provided by Novagraaf is the property of Novagraaf, its licensors, relevant registers and other third party providers, and are protected by copyright and other rights.

4.2 Any use of data and information provided by Novagraaf will be subject to any terms and conditions imposed by licensors, relevant registrars and other third party providers and the Subscriber agrees to abide by such terms and conditions.

4.3 Without the prior written consent of Novagraaf, data and information provided by Novagraaf shall not be reproduced, distributed, published or otherwise used, either in whole or in part, for commercial purposes, except for such limited reproduction and distribution as necessary for (a) the Client's internal business purposes or (b) use by advisors of the Client, to the extent necessary for rendering their advice to the Client.

#### **5. Liability**

5.1 Because of the nature of information technologies and the inherent limitations and risks thereof, E-Portals can be unavailable or interrupted. Novagraaf accepts no liability, whatsoever, related thereto.

5.2 Because of the number and nature of licensors, relevant registers and other sources for data and information and the electronic distribution thereof, data and information as provided via E-Services can be inaccurate or incomplete. All data and information is provided by Novagraaf "as is" and Novagraaf cannot be held liable for any such data and information being inaccurate or incomplete.

5.3 The Client will be solely responsible for any decision made by the Client or its Authorized Users, or any acts or failures to act, in relying upon such data or information to be accurate or complete. The Client indemnifies Novagraaf for any and all claims, liabilities or damages of the Client, its Authorized Users or any third party.

5.4 In addition to the provisions of the General Terms, any liability of Novagraaf in connection with E-Services is limited to the Subscription fee for the Subscription period during which the event causing such liability occurred.

5.5 If and to the extent that any limitation or exclusion of liability as provided for in these Additional Terms is not permitted under any applicable laws, such limitation or exclusion will by operation of law be transferred into such limitation or exclusion as is most favourable to Novagraaf and permitted by such applicable laws.

For more information please contact:

Novagraaf Nederland B.V.  
Hoogoorddreef 5  
1101 BA Amsterdam  
PO Box 22722  
1100 DE Amsterdam  
The Netherlands

T +31 (0) 20 564 14 11  
F +31 (0) 20 696 23 03  
info@novagraaf.nl  
www.novagraaf.nl

CC number: 33005457