

# **DCA-MARKETS general terms and conditions.**

## **1. GENERAL PROVISIONS**

### *Applicability*

1.1 These general terms and conditions apply to all offers, quotations and agreements of the private company DCA-MARKETS Markets B.V., hereinafter further denoted by "DCA".

1.2 These general terms and conditions consist of general provisions and the following

Special Conditions:

1. conditions for subscriptions
2. conditions for advertisements
3. conditions for courses and training
4. conditions for electronic products

The special conditions take precedence over the general terms and conditions.

1.3 By entering into an agreement with DCA, the other party waives any terms and conditions used by him by whatever name, so that only the conditions of DCA are applicable.

### *Quotations, conclusion and amendment of the agreement*

1.4 Offers and quotations made by DCA are without obligation. First through the written (order) confirmation from DCA or due to actual execution by DCA the agreement is concluded. Changes to orders only bind DCA insofar as these changes have been confirmed in writing by DCA or are in fact by DCA executed.

1.5 Agreed delivery times can never be regarded as a statutory limit, unless expressly agreed. In case of a late performance DCA must be given written notice of default first.

1.6 All statements and / or statements by DCA with regard to its products and / or services, such as circulation, publication frequency, size and nature of the address list, numbers of subscriptions, volume per number and the like are done to the best of our knowledge, but are not binding. Deviations and / or changes of whatever nature and size are expressly reserved by DCA.

DCA is at all times entitled to change the frequency and the manner of offering or to distribute at its own discretion. This does not give the other party the right to change or terminate the agreement.

### *Rates and prices*

1.7 DCA is entitled at all times to alter the agreed rates and / or prices. If DCA's counterparty is a consumer (being a natural person not acting in the exercise of his profession or business) than he or she is entitled to dissolve the agreement if the price increase takes place within three months after the conclusion of the agreement.

1.8 All prices are exclusive of VAT. unless expressly stated otherwise. DCA is entitled to pass on any change in the VAT rate to the other party.

### *Payment*

- 1.9 Unless expressly agreed otherwise, DCA's invoices must be paid fourteen days after the invoice date. Any right to set off any amount by the other party is excluded.
- 1.10 If payment is not made on time, the other party will be in default without any notice of default necessary. The other party is from the due date of the invoice up to the day of the complete payment of the outstanding amounts subject to annual interest of the applicable legal statutory commercial interest rate, such as referred to in Section 6: 119a of the Dutch Civil Code (Burgerlijk wetboek). If the other party is a consumer (being one natural person not acting in the exercise of his profession or business) the statutory interest based on Article 6: 119 of the Dutch Civil Code (Burgerlijk wetboek) applies.
- 1.11 In the event of late or non-payment, all judicial procedural and execution costs will be incurred to the other party as well as administration costs and extrajudicial collection costs for account of the other party. The minimal extrajudicial collection costs are indicative € 40.00 exclusive of VAT.
- 1.12 DCA always has the right, both before and after the conclusion of the agreement to demand security for the payment or advance payment, this under suspension of the execution of the agreement by DCA, until the security has been provided and / or the advance payment has been received by DCA.
- 1.13 All delivered products remain the property of DCA until the time of receipt of full payment of that which the other party DCA has in respect of any delivery is due, including interest and costs.

#### *Termination*

- 1.14 DCA can, without being obliged to pay any compensation, at registered letter with immediate effect and without judicial intervention dissolve its agreement with the other party in whole or in part, if:
- a) The other party becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation or insolvency;
  - b) the other party's business is dissolved, wound up, transferred, merged or if the other party ceases its activities;
  - c) the other party has not fulfilled properly or in time one or more obligations arising from the relevant agreement and has not done so within seven days after written notice by DCA;
  - d) DCA the publication of the relevant product or the granting of the relevant service.

The provisions of this article 1 paragraph 14 do not affect the other powers of DCA such as those to claim compliance and / or full compensation in case of shortcoming in the performance of the other party.

#### *Intellectual property rights*

- 1.15 Intellectual property rights and similar rights, including copyrights, trademark rights, patent rights, related rights, rights to protection of performance including database rights to all issued by DCA publications and other informative products rest with DCA and / or her licensors.

Nothing from the publications or informative products of DCA is allowed to be reproduced or made public in any way without the prior express written consent of DCA and / or her licensors.

#### *Confidentiality*

- 1.16 All information provided by DCA to the other party, including all information regarding the products and services of DCA, documentation, software and applications, is considered confidential information. The other party will at all times:
- a) handle strictly confidentially and do not disclose or disclose it to third parties unless the other party is obliged to do so on the basis of a judicial order or by order of a supervisor;
  - b) use only for the purpose for which the confidential information is provided.

#### *Personal data*

- 1.17 DCA processes (company) data for the implementation of the (subscription) agreements and when the person concerned has contact with DCA. This processing is always done within the guidelines of the General Data Protection Regulation. More information about the data processing, and the policy for this, can be found in our Privacy Policy published on the website of DCA.

#### *Force majeure*

- 1.18 If in the reasonable opinion of DCA as a result of force majeure, among which means a circumstance beyond its control, compliance by DCA it is or will not be possible without shortcoming, it is entitled to terminate the agreement in whole or in part, or suspend the execution of the agreement temporarily, without being obliged to pay any compensation.
- 1.19 Force majeure includes, but is not limited to, the risk of war, war, uprising, acts of war, strikes, boycott, business disruptions, traffic disruptions or transport, disruptions in (data) networks, government measures, scarcity of raw materials, natural disasters, fire, nuclear reactions, machine breakdown and all circumstances under which full or partial compliance with the agreement by DCA cannot be required by reason or fairness.
- 1.20 If DCA already partially fulfilled its obligations upon commencement of the force majeure she is, or can only partially fulfil her obligations, she is entitled to invoice the already delivered or the deliverable part separately where the other party is obliged to pay these invoices as if it were a separate contract.

#### *Liability*

- 1.21 The liability of DCA, of the staff of DCA and of the persons for whom DCA is responsible and / or liable is:
- a) excluded in all cases except to the extent of intent or deliberate recklessness on the part of DCA's senior management;
  - b) if DCA should nevertheless be held liable, in all cases of personal injury and physical damage to property (including destruction or deactivation of the relevant goods) and which is attributable to DCA is limited to at most the invoice value of the part of the Agreement from which the liability ensues, while DCA will never be liable for indirect damage (including all damage that is not direct damage, which therefore also includes loss due to damage and loss of profit).
- 1.22 All (editorial) information, including advice, ideas, opinions and / or instructions, has been compiled carefully and to the best of your knowledge, however DCA and authors can in no way guarantee the correctness or completeness of the information. Therefore, DCA and authors do not accept any liability for damage, of whatever nature, resulting from actions and / or decisions based on such information. It is strongly recommended that the other party does not use this information in isolation, checks the information.

- 1.23 The content of advertisements is composed by or on behalf of advertisers and is not assessed by DCA on the correctness, completeness and lawfulness thereof. DCA therefore accepts no liability for the content and design of these ads.
- 1.24 The other party indemnifies DCA against any liability towards third parties' subsequent use or the inability of the other party to use the DCA issued publications and other informational products.
- 1.25 Objections to the (order) confirmation must be made in writing before the execution of the agreement by DCA, but in any case within eight days after the date of the sending the (order) confirmation.
- 1.26 Defects in the execution of the agreement by DCA must be made as soon as possible possibly in writing, but in any case within eight days after the time of discovery of a defect in the performance, or within eight days after the time where the performance defect should have been discovered, to the knowledge of DCA, after which all rights of the other party towards DCA are cancelled.

#### *Compliance with laws and regulations*

- 1.27 The other party shall also observe all applicable laws and regulations carefully observe codes of conduct and indemnifies DCA against claims from third parties on that basis.

#### *Miscellaneous*

- 1.28 DCA is entitled to transfer without further permission the rights and obligations arising from the agreement to a company with which it is affiliated in a group, or to transfer to a third party in the context of a transfer of (part of) the company or in the context of the transfer of a title, a product or a service from DCA. The other party agrees by entering into an agreement with DCA in advance with such handover. DCA will inform the other party in time about a transfer.
- 1.29 DCA is entitled to amend these conditions. Changes will also apply to agreements already concluded, from the by DCA indicated moment. DCA will announce such changes in time by a method of her choice, which may, in the case of minor changes, consist of publishing the amended terms on the websites operated by DCA. Only if the changes to the conditions have significant consequences for rights and obligations of the parties, the other party has the right to inform DCA that it wishes to continue the agreement on the basis of the unchanged conditions instead of based on the changed conditions.
- 1.30 If the name and / or address details are changed, the other party must provide in writing to DCA the old new data at least fourteen days before the effective date of the reported changes.
- 1.31 If and insofar as a provision of these conditions based on the law as is considered unreasonably onerous towards a counterparty who is a consumer (being a natural person not acting in the exercise of his profession or business) and that other party destroys that clause, then takes the place of the destroyed stipulation a stipulation that is not unreasonably onerous and that protects the interests of DCA as well as possible.

#### *Disputes and applicable law*

- 1.32 All disputes regarding the agreements concluded by DCA will be settled brought before the competent court in the middle of the Netherlands, or - at the option of DCA if it initiates a dispute - before the competent court in Lelystad. DCA is also entitled to a dispute with a counterparty that is a consumer (being a natural person not acting in the exercise of his

profession or business) to submit to a court that is relatively competent according to the law. If that judge is different from the judge in the middle of the Netherlands, and DCA submits the dispute to the court in the middle of the Netherlands, then that consumer is entitled to 6 weeks after DCA has invoked this clause in writing, for settlement by choosing the competent court according to the law.

- 1.33 Dutch law applies to all agreements concluded with DCA, with exclusion from the Vienna Sales Convention

## **2 TERMS FOR SUBSCRIPTIONS**

### *Definitions*

- 2.1 Subscription: an agreement whereby DCA undertakes to periodically submit to the other party, hereinafter also referred to as "the subscriber", until cancellation by the subscriber, information on an information carrier.

### *Applicability*

- 2.2 On all agreements, offers and / or quotations with regard to subscriptions from DCA in addition to the general provisions, these terms for subscriptions apply.

### *Duration*

- 2.3 Unless expressly stated otherwise, subscriptions have a term of 12 months and are tacitly renewed at the then current subscription price, unless the subscriber has cancelled the subscription in writing with due observance of the relevant notice period, but with at least a notice period of one month.
- 2.4 If it concerns a subscription of a natural person, the subscription ends the moment that DCA is notified of this fact. Refund of the subscription fee can only take place if this amounts more than € 25.00.

### *Prices and rates*

- 2.5 Subscription fees must be paid in advance.

## **3 TERMS FOR COURSES AND TRAINING**

### *Definitions*

- 3.1 Client: any company, institution or private individual who negotiates with DCA for an Assignment or who has given DCA an Assignment.
- 3.2 Assignment: the agreement under which a Client gives DCA an assignment for arranging a Course, producing and supplying Educational Material in any form and / or to provide other services, such as advice, secondment and examination, all in the broadest sense of the word.
- 3.3 Course: a training activity, training, retraining and further training provided by DCA, study or theme day, workshop or any other form of training.
- 3.4 Participant: anyone who registers with DCA or who becomes a Client registered for the purpose of attending a Course.
- 3.5 Registration: the registration of a Participant for a Course.

3.6 Educational material: course-, teaching- or instruction material, documentation, lecture notes, syllabi or any other material in any form used for a Course.

#### *Applicability*

3.7 On all agreements, offers and / or quotations with regard to Courses and Training from DCA in addition to the general provisions, these terms for Courses and Training apply.

3.8 If the Client registers a Participant, the Client enforces these conditions and makes them known to the Participant. The Client indemnifies DCA against all claims of the Participant, if DCA cannot invoke the provisions of this towards the Participant educational conditions due to violation of the Client of the aforementioned obligations.

#### *Prices*

3.9 DCA is authorized to intermediate change the prices of courses that last longer than 6 months if cost increases. The Participant will be notified of a change in price in writing and in a timely manner. Price increases have no retroactive effect and only apply to terms falling after the time when the price increase starts. Depending on deviations in the level of the Participant, from interim adaptations of the course material to be treated and / or of interim adaptation of the specific circumstances, which could not have been foreseen beforehand, may actual course duration is shorter or longer than stated by DCA in its offer gave up. In that case, DCA is entitled to use the course price only at its own discretion adapt insight to the actual situation and / or circumstances. The participant and / or the Client receives written notice of this in good time.

#### *Accuracy of Information Provided*

3.10 All statements about the services and products, such as the duration of the Course, the scope and technical implementation of the Educational Material or other works, are made to the best of DCA-MARKETS's knowledge, but may reasonably differ.

3.11 Minor errors in the Educational Material or other works produced by DCA-MARKETS, including typographical errors that have no consequences for the editorial content or the illustrations, graphics, etc. of the material, cannot be a reason for rejection of the project, refusal of the delivery or change of the agreed price.

#### *Delivery*

3.12 DCA-MARKETS is not bound by delivery times that can no longer be realized due to circumstances that occurred after the agreement was concluded. If there is a risk of exceeding any term, DCA-MARKETS and the Client will consult about this as soon as possible.

3.13 Changes of an Assignment may result in the adjustment of agreed price and / or the original planning and delivery times. These changes do not give grounds for dissolution.

#### *Admission to classes*

3.14 DCA-MARKETS reserves the right, at its own discretion, to admit or not to admit Participants to a Course on the basis of its admission requirements. Admission by DCA-MARKETS does not imply any guarantee that the Participant will successfully complete the Course to which he is admitted.

3.15 DCA-MARKETS has the right to exclude Participants from further participation in the Course, because of their behaviour. Exclusion does not affect the obligation to pay the course fee.

- 3.16 The specified lesson dates and times are strictly adhered to, except in cases of force majeure. DCA-MARKETS is not required to repeat classes for Participants who were unable to attend. The course fee for missed lessons remains due in full.
- 3.17 The Client undertakes to inform the employee (s) engaged by DCA-MARKETS who (will) perform work on the Client's premises in the context of the agreement, in advance of possible dangers that the activities of the Client's company may entail. Furthermore, DCA-MARKETS, or the employee (s) charged with the execution of the Assignment, must be sufficiently informed of the measures that the Client has taken to reduce the aforementioned dangers and to prevent accidents.

#### *Force majeure*

- 3.18 In addition to Article 1 paragraph 18 to 20 above, force majeure also includes all circumstances over which DCA cannot reasonably exercise influence, regardless of whether they were foreseeable at the time of the agreement, thereby preventing the holding of a Course. .
- 3.19 If the force majeure concerns a particular lesson, DCA will try to determine a different time or day for holding this lesson, or to shift the entire lesson program by one time unit. If the force majeure affects all or part of a Course that has not yet been performed and there is no reasonable prospect of its early commencement or resumption, DCA has the right to cancel the Course in writing and the obligations of the parties mutually lapse without any compensation. becomes due on that account.
- 3.20 In case of cancellation, any course fees paid in advance by the Participant will be refunded by DCA pro rata, after deduction of 25% of the total course fee to cover the costs already incurred by DCA. If the amount already paid is less than 25% of the total course price, no refund will be made.

#### *Liability*

- 3.21 In addition to the provisions of Article 1 paragraph 21 to 25 above, DCA is not liable for damage caused during or as a result of the use of the Educational Material compiled by DCA, and / or for damage caused during attendance of the lessons . Participant is expected to follow the safety instructions and standards. In the event of refusal of this observance, liability falls entirely to the Participant. The Participant will indemnify DCA against claims from third parties in this respect.

#### *Intellectual property rights*

- 3.22 If the Client makes drawings, models or other instructions in the broadest sense of the word available for the development and / or composition of Educational Material or other works, the Client assumes full responsibility and liability that by manufacturing the Educational Material or the other works do not affect the intellectual property rights of third parties or violate any other right. The client will indemnify DCA against all claims from third parties in this respect.
- 3.23 DCA undertakes to carefully store all company data provided by the Client. DCA will only provide this information to third parties for inspection or use, or publish it, after prior consultation with the Client. DCA will be able to use any information provided by the Client and / or Participant to DCA freely in the performance of the Assignment, unless agreed otherwise in writing.

- 3.24 The copyright and / or any other intellectual property right to the Educational Material produced by DCA or any other work arising or related to an Assignment or Course, rests with DCA, unless the parties have expressly agreed otherwise in writing. DCA will be listed as copyright holder in the course material in the following manner: (c) [year], DCA Markets B.V., all rights reserved.
- 3.25 The Client and the Participant may only use all Educational Material produced and / or made available by DCA or any other work for their own benefit. Without the prior express written permission of DCA, it is not permitted to reproduce or to publish in whole or in part Educational Material or any other work by means of print, photocopy, microfilm, image plate, magnetic disk or tape, in any way whatsoever, storage in a consultation system accessible to third parties, or electronically or otherwise; To hand over, sell or otherwise make available in whole or in part educational material or any other work to third parties.
- 3.26 DCA does not provide duplicates of Educational Material. DCA may make exceptions to this in its own opinion in cases where this appears fair to it on the grounds of special circumstances. In such case, the duplicates will be provided for a fee.

#### *Cancellation*

- 3.27 In case of insufficient Registration for a Course, DCA always has the right to cancel a Course without being obliged to pay compensation for damage or costs.
- 3.28 The Client or Participant can only cancel participation in a Course in writing. The following regulation applies to this cancellation:
- a) in company: Unless a Course has been agreed in combination with the production of the Course or the Teaching Material in which case Article 3 paragraph 29 applies, cancellation can be made free of charge up to six weeks before the start of the Course. From six weeks to three weeks before the start, half of the fee for the Course is due. Full compensation is due if cancellation is made less than three weeks before the start of the Course;
  - b) open: The Client or Participant can cancel free of charge up to six weeks before the start of the Course. From six weeks to three weeks before the start, half of the fee for the Course is due. Full compensation is due if cancellation is made less than three weeks before the start of the Course.
- 3.29 The Client is entitled to prematurely terminate an agreement, not only concerning the provision of a Course, by registered letter. The Client is hereby obliged to pay 100% of the invoice value of the part of the Assignment that had already been executed until the time of termination. This amount is also increased by 75% of the invoice value of the part of the Assignment that would be executed in the six weeks after termination.

## **4 CONDITIONS FOR ELECTRONIC PRODUCTS**

### *Definitions*

- 4.1 License Agreement: the agreement and / or legal relationship with regard to the provision of an Electronic Product by DCA;
- 4.2 Licensee: the natural or legal person with whom DCA has concluded a License Agreement;
- 4.3 License: the right to use an Electronic Product enhanced by DCA under a License Agreement, subject to the provisions of these terms and conditions;
- 4.4 Electronic Product: databases, (online) knowledge bases, information products and / or other publications, including periodical publications, e-learning modules and electronic courses,

applications (apps), internet services, websites, including computer software and including online updates, on an electronic medium or via electronic made available to Licensee by DCA.

#### *Applicability*

4.5 All agreements, offers and / or quotations from DCA with regard to Electronic Products are subject to the present conditions for Electronic Products in addition to the general provisions. If an Electronic Product is made available in the context of a Subscription, the conditions for Subscriptions also apply to it.

#### *Private Licenses*

4.6 If the License is purchased under a Subscription by a consumer, not acting in the exercise of a profession or business, then it only includes the power to perform the following actions:

- Licensee's download of the Electronic Product on one or more electronic devices of Licensee for further use;
- loading, displaying and consulting the Electronic Product on the screens of one or more electronic devices of the Licensee;
- printing the download (s) of the Electronic Product;

all this solely for the Licensee's own use, and insofar as

- (a) this does not lead to the exploitation of the Electronic Product,
- (b) it does not threaten or cause harm to DCA's legitimate interests and does not jeopardize the normal operation of the Electronic Product, and
- (c) to the extent that this does not result in the delivery of the Electronic Product or part thereof to a third party.

4.7 During the term of the Subscription, Licensee may download any new version of the Electronic Product in accordance with article 4 paragraph 6 above, and Licensee may continue to use such earlier versions indefinitely in accordance with these terms. Upon the release of the subsequent version of the Electronic Product, access to the previous version of the Electronic Product will lapse, unless Licensee has downloaded this previous version.

#### *Business Licenses*

4.8 If the License is purchased by a party acting in the course of a profession or business, use of the Electronic Product is permitted only to the number of permitted users specified in the License Agreement and to the physical location (s) specified therein. Such License only includes the authority to perform the following actions:

- loading, displaying and consulting the Electronic Product on the screens of the workplaces for which a License has been granted, solely for Licensee's own use;
- the Licensee requesting and reusing for its own use parts of the Electronic Product that are insubstantial in qualitative and quantitative terms, in DCA's reasonable opinion; and
- printing and transferring to other files small parts of the Electronic Product,

all this exclusively

- (a) for Licensee's own business activities;
- (b) insofar as this does not lead to the exploitation of the Electronic Product;
- (c) to the extent that it does not threaten or cause harm to DCA's legitimate interests and does not jeopardize the normal operation of the Electronic Product;
- (d) to the extent that this does not result in the delivery of the Electronic Product or part thereof to a third party.

4.9 During the License Agreement and one year after its expiry, DCA is entitled to check (or have checked) the number of workplaces and the physical locations on which the Electronic Product is used by the Licensee or to require a certificate from a registered accountant of the Licensee in this regard. DCA will carry out the relevant check on its own account, but Licensee must reimburse all costs related to the check if an infringement is found. The relevant audit will be conducted in a manner that does not unreasonably disrupt Licensee's business activities. If the audit determines that one or more Electronic Products are being used without the required Licenses, Licensee is required to purchase Licenses from DCA in accordance with the extent of the unlicensed use and Licensee is liable to pay a penalty equal to the annual fee which must be met for this unlicensed use. If Licensee refuses to cooperate in the implementation of the present provision, DCA is entitled to terminate the License Agreement in writing by registered letter with immediate effect, without further notice of default and without prior legal intervention, in which case DCA is not obliged to pay License fees already paid (partially or fully) to refund. Termination of the License Agreement will automatically terminate all Licenses granted to Licensee. The information obtained by DCA under this article will only be used in connection with the enforcement of the rights of DCA under the License Agreement and to determine whether Licensee has sufficient Licenses and also acts in accordance with the provisions of the License Agreement, the DCA Terms and Conditions and the present Electronic Products Terms.

#### *General provisions regarding Licenses*

- 4.10 DCA grants to Licensee a non-exclusive and non-transferable License related to the Electronic Product as defined in the License Agreement, which License includes only the powers expressly granted in these terms and conditions and the License Agreement. Licensee is required to follow DCA's instructions and instructions for use of the Electronic Product.
- 4.11 The License does not transfer copyright or any other intellectual property rights.
- 4.12 Other than the aforementioned powers, the Electronic Product or any part thereof may not be reproduced, stored in an automatic database, copied and / or made public in any way without the express prior written permission of DCA. Licensee is not permitted to copy, reproduce, or make public the Electronic Product or any part thereof in any news medium without prior written permission from DCA.
- 4.13 Neither is it permitted to integrate the information contained in the Electronic Product into networks or other products, whether or not after processing, except insofar as the nature of the Electronic Product entails that parts thereof are integrated into other products. It is not permitted to display and / or make public the Electronic Product on several screens other than those of the workplaces for which a License has been granted. It is expressly not permitted to change the data from an Electronic Product, both in terms of content and with regard to brands, names, numbers or any other characteristic.
- 4.14 Licensee is not permitted to copy or have the software belonging to an Electronic Product copied or made available to third parties in any way, or to decompile the software, reproduce or translate the code or otherwise reverse engineer it. , except in cases where such actions are permitted by mandatory law. Licensee ensures that third parties cannot make copies of the Electronic Products.
- 4.15 If DCA has made an Electronic Product available to Licensee by means of a data carrier, that data carrier remains the property of DCA. No sale or transfer of ownership of the data

carrier takes place, and Licensee is not authorized to sell, encumber or dispose of that data carrier.

- 4.16 Depending on the Electronic Product, updates may be an essential and indispensable part of the Electronic Product that Licensee purchases. If Licensee does not make use of these updates, DCA cannot guarantee the correct and complete functioning of the Electronic Product and DCA does not accept any liability for this. Licensee can inform himself about updates by regularly using the online update check in the program or by consulting a website to be specified by DCA.
- 4.17 Episode and new versions
- 4.18 5.14 The Electronic Product is made available to Licensee in the manner indicated in the License Agreement. DCA is entitled to adjust the manner of making available after prior notification to Licensee. In the case of a Subscription, Licensee will receive a copy of each new version of an Electronic Product. The present conditions continue to apply to previous versions.

#### *Duration License*

- 4.19 When a License is granted as part of a Subscription, the License is granted for the duration of that Subscription.
- 4.20 Unless the parties agree otherwise, the following applies with regard to the duration of the License. If the License is granted for an indefinite period of time, it can be cancelled by DCA or Licensee on the first day of each month, subject to a notice period of at least twelve months. If the License is granted for a definite period, it will be granted for a period of one year, and will be tacitly extended by one year, unless it is cancelled by DCA or Licensee at the end of the then-valid period, subject to a notice period. of one month.
- 4.21 Cancellation of a License must be made in writing. Contrary to the foregoing, if a License is granted for a one-off fee, the License cannot be cancelled prematurely by DCA or by Licensee.
- 4.22 Termination of one License does not automatically mean termination of any other Licenses. If all Licenses granted to Licensee have been terminated, this automatically means termination of the License Agreement.

#### *Helpdesk*

- 4.23 If and insofar as this is laid down in the License Agreement, Licensee has the right to use the DCA helpdesk for telephone costs during the term included in the License Agreement. In that case, DCA has an obligation to make an effort to provide adequate support. With regard to all actions that the DCA helpdesk performs in that context, including but not limited to 'taking over the screen' from (an employee of) Licensee or editing a database sent by Licensee to the helpdesk, DCA's liability is wholly excluded, except to the extent of wilful misconduct or gross negligence on the part of DCA's senior management. By carrying out activities in this context, DCA does not assume any obligations that do not already rest on all websites managed and published by DCA on the basis of the existing contractual agreements.

#### *Intellectual property rights*

- 4.24 Intellectual property rights and similar rights, including copyrights, trademark rights, patent rights, related rights, performance protection rights including database rights, both with regard to the Electronic Product as a whole (including the associated software) and to

any individual data that forms part of it is vested in DCA and / or its suppliers. Licensee acknowledges these rights and will refrain from any infringement thereof. Licensee may only consult and use the content of the Electronic Products for his own use. Licensee is not permitted to disclose, reproduce or sell information obtained from the Electronic Products on a non-incident basis in any form, including whether or not to integrate into networks or on multiple screens after processing. appear or otherwise make public.

#### *Availability and warranty*

- 4.25 DCA will make every effort to ensure that the availability of the Electronic Product is as large as possible and to rectify any malfunctions as soon as possible. However, a malfunction with regard to an Electronic Product cannot lead to compensation by DCA to Licensee. DCA is not responsible or liable for failures in third party networks through which access to the Electronic Product is obtained.
- 4.26 In the case of Electronic Products made available to Licensee on an electronic medium or electronically by DCA for download on its own devices, DCA only warrants that the Electronic Product will operate in accordance with the specifications provided for ninety (90) days after purchase. are listed in the documentation made available by DCA. If this is demonstrably not the case, DCA will, at its option, either repair the Electronic Product, repair the defect in a subsequent version (update), or take back the Electronic Product, whereby Licensee is entitled to a refund of the license fee paid to him. This does not apply to defects that
- (a) caused by improper use or use contrary to the License Agreement by Licensee;
  - (b) are not reproducible;
  - (c) caused by malfunction of software, equipment, networks and telecommunications facilities in connection with the use of the Electronic Product;
  - (d) are attributable to Licensee.
- 4.27 The processing of the data by means of the Electronic Products and the realization thereof has been carried out to the best of our knowledge and with the greatest care. However, neither DCA nor its suppliers can guarantee the correctness and completeness of the information stored on the Electronic Products and are therefore not liable for damage resulting from incorrectness, except in the case of intent or deliberate recklessness on the part of DCA or its suppliers. incompleteness or illegality of the content of the information offered via the Electronic Products. DCA is not responsible for the content of materials placed on or via the Electronic Products by third parties, but only those third parties are responsible for the content thereof. Information essential to Licensee must always be verified by Licensee for accuracy. DCA is not liable for the inaccessibility or availability of the Electronic Products for Licensee as a result of a malfunction.

#### *Suspension and (interim) termination of the License*

- 4.28 Notwithstanding the provisions of Article 5, paragraphs 15 to 17 above, DCA reserves the right, if Licensee acts in any way in violation of the License Agreement or these terms and conditions, the Subscription or access to the Licensee's Electronic Product on suspend for as long as this action continues. DCA is not obliged to refund (partially or fully) License Fees already paid for this duration.
- 4.29 Notwithstanding the provisions of article 5 paragraph 15 up to and including 17, DCA is entitled, if Licensee imputably fails to fulfil its obligations under the License Agreement or these conditions, including the timely payment of License fees due, or if Licensee Use the Electronic Product outside the framework of the granted License or otherwise infringe the

intellectual property rights of DCA, terminate the License Agreement in writing by registered letter with immediate effect, without further notice of default and without prior legal intervention. Termination of the License Agreement will automatically terminate all Licenses granted to Licensee. If the License Agreement is terminated due to an attributable shortcoming on the part of the Licensee, it will remain obliged to pay the License Fees owed, without prejudice to DCA's right to further compensation and / or compliance and DCA is not obliged to refund (whether or not partially) License Fees already paid.

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