

Boom uitgevers Amsterdam

Boom uitgevers Amsterdam BV General Terms and Conditions (for Businesses)

These General Terms and Conditions apply to all contracts signed between Boom and business customers in relation to the provision of Content and Services.

Article 1 – Definitions

In these Terms and Conditions, the following terms have the following meanings:

- Subscription:** Contract under which Boom commits to periodically providing Content and/or a Service to the Customer during the subscription period until the time of regular cancellation by the Customer or termination by Boom.
- Content:** any and all works and other materials, in any form whatsoever, digital and otherwise, published by Boom or any third parties and sold or made available online or otherwise by Boom, including books, e-books, newspapers, current-affairs magazines and weekly publications, magazines, articles, calendars, tests, questionnaires/surveys, learning tools, training courses, assessments and databases.
- Boom:** Boom uitgevers Amsterdam B.V., with its registered office at 747-751 Prinsengracht, 1017 JX Amsterdam, the Netherlands, listed in the commercial register of the Amsterdam Chamber of Commerce under number 04020619 and also trading as: Boom Filosofie, Boom Geschiedenis, Boom Psychologie en psychiatrie, Boom Management en coaching, Businezz, Boom Hoger onderwijs, Boom test Onderwijs, Boom NT2.
- Credits:** the credits provided by Boom to the Customer on a commercial basis, which provide the Customer with access to Online Services.
- Service:** a service provided by Boom which the latter provides on behalf of and/or for the benefit of the Customer, including, but not limited to, Online Services or training courses.
- Digital Content:** any Content made available in electronic format.
- User:** natural person (individual) who, pursuant to the Agreement or the Terms and Conditions, is entitled to use an Online Service.
- Terms and Conditions of Use:** terms and conditions applicable to the use of an Online Service by the Customer and Users.

Customer:	the natural person or legal entity, acting for purposes relating to its trading, business or professional activities, who enters into an Agreement with Boom.
Online Service:	Service whereby Boom provides the Customer with online access to Content using an electronic communication network and/or software.
Agreement:	agreement between Boom and the Customer regarding the sale or provision of Content and/or a Service in any form and any manner whatsoever.
Token:	the unique alphanumeric code provided by Boom to the Customer by email, which allow the Customer to gain access to Online Services.
Terms and Conditions:	these General Terms and Conditions.

Article 2 – Boom’s identity

Boom uitgevers Amsterdam B.V., trading as: Boom Filosofie, Boom Geschiedenis, Boom Psychologie en psychiatrie, Boom Management en coaching, Businezz, Boom Hoger onderwijs, Boom test Onderwijs, Boom NT2.

Business address:

747-751 Prinsengracht

1017 JX Amsterdam, the Netherlands

Telephone number: +31(0)20 622 6107

Availability:

Monday to Friday from 9:00 a.m. to 5:00 p.m.

Email address: info@boomamsterdam.nl

Chamber of Commerce registration number: 04020619

VAT number: NL001271714B01

Article 3 – Applicability of, and amendments to, the Terms and Conditions

1. These General Terms and Conditions apply to all Contracts and Agreements signed between Boom and the Customer.
2. Boom rejects any terms and conditions employed by the Customer. Any such terms and conditions do not form part of the Agreement, unless they have been expressly accepted by Boom in writing.
3. Boom is authorised to amend the Terms and Conditions. Any amendments to the Terms and Conditions also apply to existing Agreements. Boom will announce any amendments to the Terms and Conditions prior to their effective date on its website and through newsletters. The amended

Terms and Conditions will become effective two weeks after they have been announced, or at such later date as stated in the announcement. If any amendments to the Terms and Conditions were to substantially undermine the Customer's legal position, the Customer will be authorised to cancel the Agreement with effect from the day the amended Terms and Conditions enter into force.

Article 4 – Offers, orders and negotiation of the Agreement

1. All offers made by Boom are without obligation and serve solely as invitations to make an offer. The order placed by the Customer will be deemed to constitute the offer.
2. The Agreement will be deemed to be in place once Boom has accepted an order placed by the Customer in writing or by means of the de facto performance by Boom of the Agreement to which the order relates. Boom will be authorised at any time to refuse any order placed by the Customer.
3. For the application of the Terms and Conditions, electronic messages are deemed to be equal to written messages.
4. Articles 227b, paragraph 1 and 227c of Book 6 of the Dutch Civil Code are excluded from application.

Article 5 – Price, billing and payment

1. Content and Services will be provided at the prices and rates applicable at the time the Agreement is negotiated. All prices charged by Boom are inclusive of VAT.
2. Boom will be authorised to amend prices and rates. Any amended prices and rates will apply from the time they are listed.
3. The Customer is required to make payment within 14 days of the time the Agreement has been signed, using the bank and/or giro account specified by Boom, unless the Customer has made payment/advance payment by credit card, iDEAL, or another payment method approved by Boom.
4. Failure by the Customer to comply with the terms of payment will result in default without a notice of default being required. If the Customer fails to make payment by the due date, Boom will be entitled to charge default interest equivalent to 1% of the amount outstanding per month or a portion thereof, unless the statutory commercial interest rate is higher, in which case the statutory interest is payable. The Customer will be liable for any court and out-of-court fees incurred by Boom in connection with the collection of invoices, subject to a minimum of 15% of the outstanding invoice amount plus any interest payable. The Customer will not be entitled to suspend its payment obligations. The Customer will not be entitled to deduct any payment obligation to Boom of any kind whatsoever from any receivables payable by Boom to the Customer.
5. Boom will be authorised to suspend its obligation to provide Content or Services to the Customer as long as the latter has not fulfilled its obligations (including payment obligations) to Boom in relation to the relevant Content or Services. Boom will not be liable for any loss resulting from the exercise of a right of suspension.

Article 6 – Warranty and return shipments

1. Boom guarantees that the Content and Services comply with the terms of the Agreement, the specifications included in the offers, as well as complying with the reasonable requirements of

- soundness and/or usability and with the statutory obligations existing on the date of the negotiation of the Agreement.
2. The Customer will be authorised to return to Boom any Content provided on a physical data medium within seven days of receipt. Boom will solely accept return shipments if it has received the physical data medium unused, undamaged and including the original packing slip or invoice and if the Customer has specified the reason for returning the product in writing.
 3. If the return shipment satisfies the terms set out in the second paragraph, Boom will refund the amount paid to the Customer within 30 days of receipt of the return shipment.

Article 7 – Complaints

1. The Customer is required to submit to Boom any complaints regarding the Content and/or Services provided in writing within seven days of delivery, including clear and full details. Boom will process the complaint in accordance with its complaints procedure.
2. Any complaints will be processed, and the Customer will receive a reply, within 14 days from the date of receipt. If a complaint unexpectedly requires a longer processing time, Boom will respond within 14 days with a confirmation of receipt and an indication of when the Customer can expect a more detailed reply.
3. The submission of a complaint by a Customer does not entitle the Customer to suspend its payment obligation.

Article 8 – Delivery, performance and risk

1. Content and Hardware are supplied in the following ways:
 - a) By supplying the material medium on which the Content is stored to the address provided by the Customer, or
 - b) By making them available online, using a personal Token or other verification method if applicable.
2. From the time the Content or movable property is supplied, the Customer is liable for any risk of loss or damage.
3. Boom will endeavour to deliver Content to the Customer (or arrange for a third party to do so on its behalf) within five working days after the Agreement has been signed. Note that this is a target date as opposed to a strict deadline.
4. The Customer will be entitled to terminate the Agreement if delivery takes longer than thirty (30) days.
5. Boom will retain ownership of all goods supplied to the Customer until the Customer has fulfilled all its obligations to Boom under the Agreement.

Article 9 – Tokens and Credits

1. In some cases, when purchasing Online Services, including tests, the Customer must use Tokens and Credits. Tokens are ordered by the Customer and entitle the Customer to receive Credits. Credits can be entered online in order to gain access to Content.
2. Tokens are provided only once and are strictly personal. Tokens must be used exclusively by the person or persons authorised to do so pursuant to the Agreement and/or written instructions provided by Boom. The Customer will not be authorised to provide the Token to any third parties, unless such provision has been approved in writing by Boom. If the Customer is aware, or should reasonably be aware, that unauthorised third parties may gain access to the Token or another verification method, it will notify Boom without delay.

3. The Token is valid for one year following the date on which it was provided by Boom. Within this period, the Customer can activate the Credits purchased with the Tokens.
4. The Credits are valid for a period of five years from the date on which they were obtained through the exchange of the corresponding Token. The Credits must be used within the validity period specified.
5. The Customer will lose any entitlement to Tokens or Credits which are not exchanged or used within the applicable validity period.

Article 10 – Subscriptions

1. All subscriptions offered by Boom are entered into for a one-year period. The Customer can cancel the subscription at any time on expiry of this period, subject to one month's notice.
2. On expiry of the one-year period, the subscription will be tacitly renewed for an indefinite period of time. The Customer can subsequently cancel the subscription at any time, subject to one month's notice.
3. Contrary to the provisions of the first paragraph, subscriptions to Coachlink are entered into for an indefinite period. The Customer can cancel the subscription at any time, subject to one month's notice.
4. The subscription must be cancelled in writing or by email. Notice of cancellation should be addressed to Boom uitgevers Amsterdam, Prinsengracht 747-751, Postbus 15970, 1001 NL Amsterdam, the Netherlands or by email to info@boomamsterdam.nl.

Article 11 – Training courses

1. Registration for training courses must be in writing.
2. The Customer can withdraw its registration for the training course within 14 days of registration, without stating reasons. On expiry of this period, Boom will charge 50% of the course fees if the Customer's cancellation is received no more than one month prior to the start of the course. Once this period has expired, the full course fees are charged.
3. In offering these training courses, Boom will always list a minimum number of participants. If this number is not reached, Boom will be authorised to cancel the course in question no later than five working days prior to its start on account of under-subscription, without being required to pay the Customer any compensation whatsoever.
4. The course materials are used exclusively for personal use or use within the Customer's organisation and will not, under any circumstances, be used for commercial purposes.

Article 12 – Privacy

1. Boom will process personal data solely in accordance with the Dutch Personal Data Protection Act [*Wet bescherming persoonsgegevens*] and other applicable laws and regulations. The personal data processed by Boom as part of its services is subject to the Boom Privacy Policy, which is available on the Boom website.

Article 13 – Liability

1. Boom's liability is limited to the amount paid in the relevant case as part of Boom's insurance policy, plus the excess, which, under the policy terms of this insurance, will be payable by Boom.
2. If no payment is made under the insurance policy referred to in paragraph 1 of Article 13, for any reason whatsoever, Boom's liability will be limited to the total of the amounts invoiced to the Customer over the past 12 months, subject to a maximum of €10,000.

3. The provisions of paragraphs 1 and 2 of Article 13 do not apply in the event of gross negligence or wilful misconduct on the part of Boom.

Article 14 – Intellectual Property Rights

1. All intellectual property rights, including, but not limited to, copyright, design rights, database rights, trademark rights, trade name rights or patent rights, and any other rights to and relating to the Content and/or Services and related knowhow are owned by Boom and its licensors.
2. The Customer is not authorised to reproduce or publish Content and/or Services supplied and/or provided by Boom to the Customer in whole or in part without Boom's prior written consent, unless and to the extent that this is permitted under mandatory law.
3. No part of the Agreement or these Terms and Conditions can be interpreted as a transfer of intellectual property rights in relation to the Content and/or Services.

Article 15 – Use of Digital Content

1. All intellectual property rights specified in Article 14, paragraph 1 to, and relating to, Digital Content are owned by Boom or its licensor(s). The Customer will only be granted a non-exclusive, non-transferable and non-sublicensable licence to the Digital Content provided.
2. The licence referred to in paragraph 1 will be provided for the terms of the agreement between Boom and the Customer. On the purchase of e-books, Boom will provide the Customer with a licence for a 10-year period.
3. Unless expressly otherwise provided, Digital Content must only be consulted for personal and non-commercial use or – if the Customer is a business customer – for internal business purposes.
4. The Client is not authorised to edit, reproduce, transmit or lend the Digital Content or make it available to any third parties in any manner whatsoever or use it to perform any other acts which extend beyond the scope of the licence provided in this article (Article 15), unless otherwise provided for in the Dutch Copyright Act (*Auteurswet*).
5. Contrary to the provisions of paragraph 4, the Customer will be authorised to publish or reproduce parts of the Digital Content as information regarding its courses, to the extent that this is justified by the intended, non-commercial purpose, provided that:
 - The Customer can be classified as a not-for-profit educational institution;
 - The Customer clearly states the source, including the manufacturer's name, provided this is reasonably possible;
 - The Customer pays a reasonable fee to the manufacturer or its assignees;
 - The other terms of Section 16 of the Dutch Copyright Act (*Auteurswet*) are complied with.
6. In order to pay the reasonable fee payable under the law, as referred to in Article 2, paragraph 5, the Customer can contact Stichting PRO (Stichting Publicatie -en Reproductierechten; Foundation for Publication and Reproduction Rights), Postbus 3060, 2130 KB Hoofddorp, the Netherlands. Email: www.stichting-pro.nl.
7. Boom or its licensor(s) are entitled to take technical measures in order to protect their Intellectual Property Rights. The Customer will not be authorised to remove or circumvent these security measures.
8. Boom or its licensor(s) are authorised, to the extent reasonably necessary for the purpose of enforcing intellectual property rights, imposing restrictions (temporary or otherwise) on the scope

or extent of the licence or the number of devices or types of devices on which the Digital Content can be consulted.

9. If the Customer acts in contravention of this article (Article 15), Boom will be authorised to suspend access to the relevant Digital Content or the Customer's web account, notwithstanding Boom's right to recover from the Customer the loss suffered as a result of or in connection with the infringement in question (including any expenses incurred). Boom will not be liable for the effects of suspending access to the web account.
10. Temporarily reduced access to, or availability of, the Digital Content will not entitle the Customer to suspend the payment of the fees payable. The Customer will not be entitled to a refund of the fees it has paid in the event of temporarily lack of access, or reduced access, to the Digital Content.

Article 16 – Sale of Digital Content by the Customer

1. The Customer is prohibited from marketing Digital Content, e.g. by selling, offering for sale, renting out or lending copies online.
2. To the extent that exhaustion of copyright can be invoked in relation to Digital Content within the meaning of Section 12b of the Dutch Copyright Act (*Auteurswet*), the Customer, contrary to the provisions of paragraph 1, will solely be authorised to market the copy it has obtained in the following cases:
 - If it has obtained a licence for the relevant copy from Boom for an indefinite period of time;
 - If it has paid a price to Boom matching the economic value of the copy;
 - If it transfers both its licence and a copy and has disabled its own copy (i.e. rendered it inoperable) and can provide evidence thereof.
3. The Customer is not authorised, under any circumstances, to rent out and lend Digital Content.

Article 17 – Termination of the Agreement

1. Boom will be authorised to terminate the Agreement in writing in whole or in part, without a notice of default being required and without being liable to pay any compensation or fees, in the following events:
 - a. If the Customer infringes on any intellectual copyright to the Content and/or Service or on the Terms of Use;
 - b. If the Customer has been granted a moratorium;
 - c. If a bankruptcy petition is filed on behalf of the Customer;
 - d. If the Natural Persons Debt Rescheduling Act (*Wet schuldsanering natuurlijke personen*) is applied to the Customer, a natural person;
 - e. If the Customer's business is dissolved, wound up or otherwise terminated and/or transferred to a third party without Boom's prior written consent.
2. The provisions of Article 17, paragraph 1 do not affect the option of rescission pursuant to the law.
3. In the event of termination of the Agreement, all payments made by Boom to the Customer will be immediately due and payable in full.
4. Rescission of the Agreement will result in the immediate revocation of the Customer's rights to use the Content and/or Service.

5. Boom can cancel the subscription at any time, subject to one month's notice, unless otherwise provided for in the Agreement.

Article 18 – Miscellaneous

1. The Agreement is subject to Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is excluded.
2. Any disputes arising from or relating to the Agreements will be exclusively referred to the Amsterdam District Court.