

SURfaPLUS Services Terms and Conditions

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1. Introduction and definitions

- 1.1 These terms and conditions refer to the electronic or online services (reports and subscriptions) offered by the SURfaPLUS Services webshop.
- 1.2 The online services comprise digital reports which can be downloaded, subscriptions on digital newsletters and subscriptions on an interactive patent data base.
- 1.3 Customer or "you" mean any person, company or institution who or which enters into an agreement with SURfaPLUS Services to have access to the contents of the online services.
- 1.4 Acceptance. Please read the Terms and Condition before the purchase of a report or the start of a subscription. A customer's purchase of a report or a start of a subscription is considered as an acceptance of these Terms and Conditions.
- 1.5 These Terms and Conditions plus possible Additional Conditions on the order confirmation, the completed registration form, the order confirmation itself and possible pay method instructions are the whole agreement between the customer and SURfaPLUS Services.
- 1.6 Office. The physical office of SURfaPLUS Services is located in Wageningen, The Netherlands at the address below:

SURfaPLUS Services B.V.
Binnenhaven 1
6709 PD Wageningen
The Netherlands

Phone: +31 317 451235
Fax: +31 317 451231
Email: h.deruiter@surfaplust.com
Chamber of Commerce: NL 09123913
VAT number: NL810424010

- 1.7 Electronic communication. The communication with the customer about the purchase of offered services is electronic (e-mails, hyperlinks to dynamic html pages, messages on the website). The customer agrees that all electronic communication satisfy any legal requirement that such communications be in writing.

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2. Copyright

All content on the SURfaPLUS Services section of this site, such as text, graphics, logos, button icons, images, audio clips, slide presentations, data compilations, and software is the property of SURfaPLUS Services or its content suppliers. The compilation of content on this section is the exclusive property of SURfaPLUS Services or its software suppliers.

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3. Terms applicable to all services

- 3.1 We warrant that:
 - a. We have a right to license the services to you.
 - b. We will provide the services with reasonable skill and care.
- 3.2 SURfaPLUS Services grants you a non-exclusive, non-transferable licence to use and/or to access the online services to which you have subscribed or which you have purchased but only in accordance with the permitted use terms and restrictions applicable to the type of licence you have purchased. You undertake to comply with the permitted use terms and restrictions applicable to the type of licence you have purchased and to procure that all users and/or members of your personnel do likewise.
- 3.3 The licence granted to you is granted on these Terms and Conditions and on any Additional Conditions applicable to particular services as set out on the order form.
- 3.4 The order form will indicate the services purchased by you or to which you have subscribed and which type of licence you have purchased, the different licence options for newsletters are being classified as follows:
 - 1-10 users license for subscription on a Newsletter
 - Multi-user license for subscription on a Newsletter
- 3.5 We will make the online services available but cannot guarantee that the online services will operate continuously or without interruptions or that they will be error free and we do not accept any liability for their unavailability. You must not attempt to interfere with the proper working of the online services and, in particular, you must not (a) attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device (b) use automated retrieval devices (such as so called web robots, wanderers, crawlers, spiders or similar devices).
- 3.6 Where online services are supplied by third parties, you understand that we do not control or endorse their contents in any way. All services which are offered by third parties are published in good faith but we do not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of those services or for the use of those services.
- 3.7 We reserve the right:
 - a. to make changes or corrections and to alter, suspend or discontinue any aspect of the online services;
 - b. to vary the technical specification of the online services;
 - c. temporarily to suspend your access to the services to which you have subscribed for the purposes of maintenance or upgrade (but we will use our reasonable endeavours to minimise the period of suspension).
- 3.8 We have the right (but not the obligation) to monitor use of the online service and/or access to the contents in order to verify compliance with these Terms and Conditions and any Additional Conditions and/or any operating rules established by us and/or to satisfy any law, regulation or authorised government request.

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4. Terms applicable to subscriptions

- 4.1 Definition. Subscription period means the period for which the customer has obtained the agreement of SURfaPLUS Services to make any service available to the customer. A subscription period begins only when full payment has been received by SURfaPLUS Services.
- 4.2 SURfaPLUS Services will give you access to the services to which you have subscribed for the subscription period as set out on the order form.
- 4.3 SURfaPLUS Services may terminate or suspend your subscription at any time if you are found in breach of any of these terms and conditions or of the additional conditions. In these circumstances you will not be entitled to any refund.
- 4.4 We reserve the right at any time during the subscription period:
 - a. to make changes or corrections and to alter, suspend or discontinue any aspect of any of the online subscriptions.
 - b. to vary the technical specification of any of the online subscriptions.
 - c. at any time to withdraw any of the online subscriptions (or any part of the subscriptions) to which you have subscribed if SURfaPLUS Services ceases to publish or ceases to have the right to publish the contents of the online subscriptions or if the online subscriptions are the subject of a libel or copyright or other third party right infringement allegation and SURfaPLUS Services considers that withdrawal is advisable in the circumstances.
- 4.5 If we exercise our right to withdraw the online subscriptions under clause 4.4.c, we may offer you broadly equivalent services instead of those withdrawn but if you notify us that you do not wish to accept such replacements or if we are unable to (or do not) offer such replacements, then we will refund the unexpired portion of your subscription payment in respect of the withdrawn online subscriptions for the subscription period in question. Any such refund will be in final settlement of the matter and will discharge all of our liabilities to you in respect of the withdrawn online subscriptions.

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5. License types

5.1 Newsletter subscriptions 1-10 users licence

- a You may provide to maximal 10 employees (the ten includes yourself) of your company or institution the access to the contents of the online services. These users are authorised by the customer and by SURfaPLUS Services.
- b The ten users mentioned under 5.1 a may download and store the contents of a service.
- c You may refer to the contents of the services in presentations, press releases, brochures etc. if you mention SURfaPLUS Services and the publication concerned as the source of information. With regard to the patent database, SURfaPLUS Services has to be mentioned as the source of the compilation of patents.
- d You may not download, store, transmit, display, copy, distribute, commercially exploit or use the contents of the online services other than described in sub-clause 5.1.a.
- e You may not resell, sub-license, rent, lease, transfer the contents of the services (in whole or in part) to any other person, company or institution.
- f You may not make the contents of the services available on a computer network except in circumstances such that access to the contents is limited in order to ensure compliance with sub-clause 5.1.a.
- g You may not distribute the contents of the services via an intranet or global network except in circumstances such that access to the contents is limited in order to ensure compliance with sub-clause 5.1.a.
- h You may not use the contents of the services in any manner (or transfer or export the

contents into any country), other than in compliance with applicable laws.

- i You may not allow any person other than the authorised user(s) to use and/or gain access to the contents of the online services.

5.2 Newsletter subscriptions multi users licence

- a You may provide to more than ten people the access to the contents of the online services. These users are authorised by the customer.
- b The users mentioned under 5.1 a may download and store the contents of a service.
- c You may refer to the contents of the services in presentations, press releases, brochures etc. if you mention SURfaPLUS Services and the publication concerned as the source of information. With regard to the patent database, SURfaPLUS Services has to be mentioned as the source of the compilation of patents.
- d You may not download, store, transmit, display, copy, distribute, commercially exploit or use the contents of the online services other than described in sub-clause 5.2.a.
- e You may make the contents of the services available on an internal computer network.
- f You may distribute the contents of the services via an intranet.
- g You may not resell, sub-license, rent, lease, transfer the contents of the services (in whole or in part) to any other person, company or institution.
- h You may not use the contents of the services in any manner (or transfer or export the contents into any country), other than in compliance with applicable laws.
- i You may not allow any person other than the authorised user(s) to use and/or gain access to the contents of the online services.

5.3 Reports

- a After purchase of a report the customer is allowed to download the report twice during a period of 30 days starting on the day of purchase.
- b You may not download, store, transmit, display, copy, distribute, commercially exploit or use the contents of the reports.
- c You may make the contents of the reports available on an internal computer network.
- d You may distribute the contents of the reports via an intranet.
- e You may not resell, sub-license, rent, lease, transfer the contents of the reports (in whole or in part) to any other person, company or institution.
- f You may not use the contents of the reports in any manner (or transfer or export the contents into any country), other than in compliance with applicable laws.

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6. Pricing

The prices for reports and subscriptions are displayed on the SURfaPLUS website section presenting the webshop of SURfaPLUS Services. Prices are listed in EUR. The prices are exclusive of applicable taxes. The customer will be charged for the price displayed when the customer completes and submits the order form. In case the price of a subscription changes after the start of a subscription, then the customer will be charged for the changed price at renewal of the subscription.

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7. Renewal of subscriptions

The subscription of newsletters ends one year after the start. Subscription can be continued by the subscriber by purchasing another year of subscription. One month before the end of the subscription and later on, the subscriber receives reminders by email.

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8. Payment methods

We accept Master Card, Visa, American Express and JCB for the purchase of reports and the start of subscriptions. We offer a bank transfer via the system of your own bank as a second option. After the online payment you will receive an automatic e-mail message that the transaction was successful and that your purchase and/or subscription request has been accepted. This message contains an invoice/receipt. Registrants paying via their own bank system receive an invoice after completion of the order. On this invoice you will find the bank information required to complete a bank transfer. SURfaPLUS Services accepts payments in EUR.

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9. Sales tax requirements

SURfaPLUS Services is subject to VAT collection requirements and complies with the VAT obligations in the Netherlands because of our physical presence in the Netherlands. The VAT obligations for electronic or online services as mentioned under item 1.2 are as follows:

- a Customer is an enterprise in the EU. VAT is collected in the country of the customer whereby the tariff of the customer's country for electronic services will be applied. The VAT is levied from the customer ("reverse-charge mechanism") unless the customer is located in the Netherlands. If the reverse-charge mechanism applies, then the customer owes VAT at the rate applicable in the country where he is based. Application of the reverse-charge mechanism will be mentioned explicitly on the receipt (credit card payments) or invoice (bank transfer). If the customer is located in the Netherlands, then the 21% tariff applies.
- b Customer is located in the EU but is not an enterprise. VAT (21%) is collected in the Netherlands.
- c Customer is located outside the EU (either enterprise or not an enterprise). No VAT collection (0% tariff).

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10. Personal data protection

- 10.1 Credit card. The credit card transaction is conducted via the secure server of a professional Pay Service Provider.
- 10.2 The personal and company information provided by you will be held on our database. It may be used to keep you up-to-date with new or improved services of SURfaPLUS Services. The customer's information will not be disclosed to third parties except as a response to an authorised government request.
- 10.3 We make reasonable efforts to protect our computers against viruses and hackers. This does not guarantee a never failing protection.

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11. Your account

- 11.1 The customer is responsible for providing us with the appropriate customer information via the order form and for informing us regarding changes or corrections.
- 11.2 The customer is responsible for maintaining the confidentiality of his account and passwords given to him and other authorised users. You agree to accept responsibility for all activities that occur under your account or password.

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12. Liability

- 12.1 We make reasonable efforts that the contents of the online services (reports and subscriptions) is accurate and without errors. We cannot exclude any error etc. caused by ourselves or a supplier of information. The customer purchasing a report or starting a subscription is fully responsible for the possible consequences of using the contents of the online services.
- 12.2 When you suffer loss or damage arising out of the viewing and use of the online services and its contents, SURfaPLUS Services accepts no liability for this loss or damage whether due to inaccuracy, error, omission or any other cause.
- 12.3 If we are liable to the customer for any reason, our liability will be limited to the amount paid by the customer for the online service concerned in the year in which such liability arose.
- 12.4 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the online services and to download purchased files. Although we make reasonable efforts to protect our services against viruses, we cannot and do not guarantee or warrant that any material available for downloading from the online services will be free from infections, viruses and/or other codes that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to meet your particular requirements for the accuracy of data input and output.

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13. Applicable law and disputes

By visiting www.surfaplust.com, you agree that the laws of The Netherlands, govern these Terms and Conditions and the use of the website. Any dispute related to the commercial relation between the customer and SURfaPLUS Services will be administered according to the jurisdiction in the Netherlands.

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