

Last modified: 1 September 2010

These are the terms and conditions of Book You, Chambers of Commerce number 34187327 established in Amsterdam, BTW (VAT) number 183975923B01 - that apply to the service Book You.

General conditions

Article 1 General

- 1.1 These general conditions apply to all offers, relationships and agreements by which Book You delivers goods and/or services of any kind to the user. Deviations and additions of these general conditions only apply if these are agreed up on explicitly and in writing.
- 1.2 All offers and other expressions of Book You are without engagement, unless indicated by Book You differently in writing and explicitly. The user vouches for the accuracy and completeness of the, by or on behalf of him, provided measures, demands, specifications of the presentation and other information on which Book You bases the offer.
- 1.3 Suitability of purchase- or other terms of the user will be rejected explicitly.
- 1.4 If any condition of these terms and conditions is void or cancelled, the other conditions remain in force.
- 1.5 Book You can demand (further) requirements to communication between parties or to the proceeding of acts in law per email.

Article 2 Prices and payment

- 2.1 All prices are including VAT and other taxes which are imposed governmental.
- 2.2 If there is a periodical commitment by the user, it applies that Book You is authorized to adjust current prices and rates in writing in a term of at least three months. If the user does not wish to accept such an adjustment, the user is entitled to end the agreement within thirty days after the notification against the date on which the adjustment would become effective.
- 2.3 Parties will establish in the agreement the date or dates on which Book You will charge the fee to user for the agreed benefits. Invoices will be paid by the user according to the payment conditions mentioned on the invoice. In absence of a specific agreement the user will pay within thirty days after date of invoice. The user is not entitled to deduction or adjournment of a payment.
- 2.4 Book You uses iDEAL for the payment of the accounts:
 - a. For this purpose the user needs to agree to the general terms applying to iDEAL
 - b. Payment through iDEAL is free of charge and to be used through online banking of: ABN-AMRO, Fortis, ING, Rabobank or SNS Bank.
 - c. Your payment will be verified by iDEAL and you control the issuing of your personal information.
 - d. A payment through iDEAL is irrevocable after execution and cannot be cancelled.
 - e. After payment Book You will send an invoice to the email address given by the user.
- 2.5 If the user does not pay the indebted amounts on time, he is, without any reminder or formal notice necessary, indebted legal interest on the outstanding amount. If the user after reminder or formal notice remains negligent to pay the outstanding amount, Book You can place the claim out of her hands, in which case the user is obliged to compensate, next to the outstanding amount, all legal- and extra judicial costs under which costs calculated by external authorities next to the by law established costs. Next to that the user is indebted the costs made by Book You of a failed mediation if the user at verdict is convicted to entire or partial payment of the outstanding amount.

Article 3 Confidential information and Privacy

- 3.1 Each party guarantees that all information received by the other party of which is known or should be known that this is confidential, stays confidential, unless a legal obligation rules publication. The party that receives confidential information, will only use this for the purpose that it's provided for. When one of the parties defines the information as confidential it will be considered as such at all events. Information will be considered confidential at all events if one of the parties defines it as such.
- 3.2 Each party will, for the duration of the agreement as well as one year after the termination of it, only after written permission of the other party, hire employees of the other party for service that are involved or have been involved with the execution of the agreement or hire them in any other way, directly or indirectly. In such case Book You will not deny this permission if the user has offered an appropriate compensation payment.
- 3.3 The user safeguards Book You for demands of persons whose personal information is registered or being processed under personal registration, held by the user, or of which the user is responsible in another way on account of the law, unless the user verifies that the facts that underlie the demand are exclusively imputable to Book You.
- 3.4 The user guarantees Book You that the information provided to Book You is complete, truthful and correct under which personal information such as name and e-mail address. The user agrees to it that Book You stores and uses information in connection with the management of the account. For this consult our Privacy Statement on: <http://www.bookyou.com/web/pdf/privacy-statement-bookyou.pdf>.

Article 4 Reservation of property and rights

- 4.1 All to user delivered goods stay property of Book You until all amounts owed by the user, for the by virtue of the agreement delivered or to be delivered goods or for the completed or to be completed work as well as all other amounts that the user owes for failure of the payment commitment, are fulfilled to Book You.
- 4.2 Rights are, where appropriate, granted or assigned to the user always, under the condition that the user pays the agreed upon fees on time and fully.
- 4.3 Book You can preserve the, under the agreement received or generated goods, products, property rights, information, documents, data files and (in between-) results of the service of Book You, despite of an existing obligation to issue, until the user has paid all amounts owed to Book You.

Article 5 Rights of intellectual and industrial property

- 5.1 All rights of intellectual and industrial property on the by virtue of the agreement developed or placed at disposal software, websites, databases, equipment or other material such as analysis, designs, documentation, reports, offers, as well as preparation material of it, rest exclusively with Book You, their licensors or their to Book Yous. The user obtains only the user rights that are assigned to these terms and the law explicitly. Every other or further taken right of the user for duplicating software, websites, databases or other materials is out of the question. A to user intended right of usage is non-exclusive and non transmissible to thirds.
- 5.2 In case Book you is prepared, contrary to article 6.1, to commit to transmission of a right of intellectual or industrial property, such a commitment can only be undertaken in writing and explicitly. If parties agree to it, in writing and explicitly, that rights of intellectual or industrial property with regard to software, websites, databases, equipment or other materials developed for the user, will transfer to the user, this leaves the authority of Book You unhindered to apply or exploit, the fundamental to the development parts, general principles, ideas, designs, documentation, works, program languages and similar, without any limitations for other purposes, either for their selves or for thirds. Neither will a transmission of rights of intellectual or industrial property affect the right of Book You to undertake developments on behalf of themselves or thirds that are similar to those which are, or being done, on behalf of the user.
- 5.3 The user is not allowed to remove or change any indication regarding the confidential character or regarding the copyrights, brands, trade names or other rights of intellectual or industrial property from the software, websites, databases, equipment or materials.
- 5.4 Book You is allowed to take technical measures for the protection of the software or with a view to the agreed upon limitations on the duration of the right to use the software. The user is not allowed to remove or avoid such a technical measure. In case safety measures result into the user not being able to make a reserve copy of software, Book You will, if desired, place a reserve copy at disposal.
- 5.5 Unless Book You places a reserve copy of the software at the disposal of the user, the user is aloud to make one reserve copy of the software, which is aloud to be used exclusively for the protection of involuntary loss of property or damage. A reserve copy must be supplied with the same labels and indications of copyright as present on the original issue (view article 6.3).
- 5.6 Book You safeguards the user of any legal claim of a third party which is based on the statement that software, websites, databases, equipment or other materials developed by Book You itself, break in on a right valid in the Netherlands of intellectual or industrial property, under the condition that the user informs Book You immediately in writing of the existence and the content of the legal claim and leaves the completion of the case, under which the settling of possible agreements, entirely to Book You. For this purpose the user will give Book You the authorities necessary, information and co-operation to, if necessary in name of the user, defend it against these legal claims. This obligation to safeguarding expires if the accused violation is connected with the by user disposed materials to Book You, for usage, operating, processing or incorporation.
- 5.7 The user guarantees that no rights of third parties resist the access to Book You of equipment, software, materials intended for websites (images, text, music, domain names, logos etc.), databases, or other materials, under which design material, with the purpose of usage, editing, installation or incorporation (for example in a website). The user will safeguard Book You from every action that is based on the statement that putting at disposal in such way, using, editing, installing or incorporating infringes to any right of third parties.

Article 6 Co-operation by the user

- 6.1 The user will always and on adequate notice provide all, necessary for a fair execution of the agreement, useful and essential data or information, under which providing access to its premises. If the user, under the providing of co-operation to the execution of the agreement, sets in own personnel, this personnel will possess the required knowledge, experience, capacity and quality.
- 6.2 The user carries the risk of the selection, the usage and application in his organisation of the equipment, software, websites, databases and other products and materials and of the services to be provided by Book You, and is also responsible for the control- and security procedures and an adequate system management.
- 6.3 If the user places software, websites, materials, databases or information on a data carrier at the disposal of Book You, these will meet the by Book You required specifications.
- 6.4 If the user does not, or not on adequate notice, place information, equipment, software or employees necessary for the execution of the agreement at the disposal of Book You, or if the user in any other way does not meet his obligations, Book You has the right to entirely or partially adjournment of the execution of the agreement and the right to charge the costs arisen from this according to his usual rates, one and another undiminished the right of Book You to execute any other legal right.
- 6.5 If with the execution of the agreement use is being made of telecommunication facilities, under which internet, the user is responsible for the right choice and the prompt and effective availability of it, subject to the facilities which are under direct use and management of Book You. Book You is never responsible for damage or costs due to transmission mistakes, interferences or non-availability of these facilities, unless the user verifies that this damage or these costs are the result of intention or gross negligence by Book You or their managers. If with the execution of the agreement use is made of telecommunication facilities Book You is authorized to assign access- or identification codes to the user. Book You can change access- or identification codes. The user handles the access codes confidential and with care and only express these to authorized personnel. Book You is never liable to damage or costs that are the result of misuse made of access- or identification codes.

Article 7 Termination of the account

- 7.1 The authority to terminate the agreement is only due to each party if the other party, always and in all cases after a substantial and as detailed as possible letter of formal notice with which a reasonable term is set for refining the default, accountably fails to the follow-up of crucial obligations from the agreement.
- 7.2 If an agreement is, which by its kind and content does not end through completion, is entered indefinitely, it can be terminated by each party by written notice, after proper consultation and under indication of reasons. If the parties did not agree upon an explicit term of notice, a reasonable term needs to be considered. Parties will never, due to resignation, kept to any compensation for damages.
- 7.3 By way of derogation from what the law has determined thereabout through regulatory law, the user can only terminate an agreement of service in cases arranged in these terms.
- 7.4 Each party can terminate the agreement fully or partially in writing without letter of formal notice, if the other party - temporarily or otherwise - is given suspension of payment, in case the company of the other party is liquidated or ended in another way then for reconstruction or merging with other companies. Book You is due to this termination never held to any restitution of already received payments or compensation for damages. In case of bankruptcy of the user, the right to make use of software placed at the disposal of the user expires by law.
- 7.5 If the user at the time of the dissolution, as stated in article 9.1, has already received benefits for the execution of the agreement, these benefits and the associated payment obligation will not be subject to cancelling, unless the user verifies that Book You is negligent regarding these benefits. Amounts that Book You charged before the dissolution regarding to what it has already properly executed or delivered from the agreement, stay in compliance with the in the previous sentence determined undiminished indebted and will be claimable instantly at the moment of dissolution.

Article 8 Liability of Book You

- 8.1 The complete liability of Book You due to accountable default in the follow-up of the agreement is limited to compensation of direct damage up to a maximum of the amount from the for that agreement accomplished price (excluding VAT). Under direct damage it is explicitly understand by:
- reasonable costs that the user would have to make to see to it that Book You comes up to the achievements of the agreement; however, this substituted damage will not be compensated if the agreement is adjourned by or on demand of the user;
 - reasonable costs that the user has made for the out of necessity extending his old system or systems and associated provisions, to be operational because Book You did not deliver on a for him binding utmost delivery date, reduced with possible savings which are the result of the postponed delivery;
 - reasonable costs, made for the determination of the cause and the extent of the damage, as far as the determination relates to direct damage in the sense of the conditions;
 - reasonable costs, made for the prevention or restriction of damage, as far as the user verifies that these costs have led to restriction of direct damage in the sense of these conditions.
- 8.2 The liability of Book You for damage by decease or physical injury or due to material damage of property never amounts to more than 100.000 euro (one hundred thousand euro).
- 8.3 Liability of Book You for indirect damage, consequential damage, lost profits, lost savings, reduced goodwill, damage by business interruption, damage due to claims of clients of the user, corruption or loss of data, damage related to the usage of the by user to Book You determined matters, materials or software from thirds, damage related to the engagement of the by user to Book You determined toBook Yous and all other forms of damage than mentioned in article 8.1 and 8.2, of any reason whatsoever, is out of the question.
- 8.4 The in previous paragraphs of this article mentioned restrictions lapse, if and as far as the damage is a result of intention or gross negligence by Book You or its managers.
- 8.5 The liability of Book You due to accountable default in the follow-up of an agreement arises in all cases only if the user immediately and properly and in writing holds Book You liable, by which a reasonable term for refining the default is set, and Book You also after this term accountably remains to fail the follow-up of his obligations. The formal notice needs to contain an as complete and detailed as possible description of the default, so that Book You is able to respond adequately.
- 8.6 Condition to the emergence of any right to compensation for damages is always that the user reports the damage to Book You in writing as soon as possible after it has arisen. Every demand to compensation for damages against Book You declines merely by the passing of 24 months after the emergence of the demand.
- 8.7 The user safeguards Book You from all claims of thirds due to product liability as a result of a fault in the product or system that has been delivered by the user to a third party and that also existed of by Book You delivered equipment, software or other materials, barring if, and as far as, the user verifies that the damage was caused by that equipment, software or other materials.
- 8.8 The determined in this article also applies to all (legal)persons of which Book You serves itself for the execution of the agreement.

Article 9 Force majeure

- 9.1 Neither party is held to the fulfilling of any obligation if it is prevented of doing so as a result of force majeure. Force majeure also includes force majeure from Book You's to Book Yous, the not properly fulfilling of obligations by to Book Yous that is prescribed to Book You by user, as well as deficiency of matters, materials, software of thirds of which the use is prescribed to Book You by user.
- 9.2 In case a situation of force majeure lasted longer than ninety days, parties have the right to terminate the agreement by dissolution in writing. That which has already been achieved in accordance with the agreement, will be settled comparatively in that case, without parties having any obligation to each other.

Article 10 Duration of agreement

- 10.1 In case the agreement relates to the periodically or regularly providing of service, the agreement is affected for the duration agreed upon by the parties. The agreement will be prolonged without liability after consent of the user.
- 10.2 Under the duration of the agreement no term of notice applies, consequently Book You is not liable for restitution of already paid services.

Software and service

Article 11 Execution of the tasks

- 11.1 Book You accomplishes the service for the benefit of the user. If Book You by virtue of an authorized known fact of a public body accomplishes the service related to the information of the user or his personnel, all costs related to that will be charged to the user. Book You will accomplish the service with care in accordance with the written determined procedures and appointments with the user.
- 11.2 The user guarantees that all materials, information, software, procedures and instructions placed by him at the disposal of Book you for executing the service, are always correct and complete and that all data carriers provided to Book You meet the specifications of Book You.
- 11.3 All equipment, software and other matters used with the service by Book You, remain the property respectively subject of intellectual and industrial property of Book You, also if the user pays a compensation for the developing or purchasing of it by Book You. Book You can preserve the by user received products and information and the generated results of the processing until the user has paid all owed amounts to Book You.
- 11.4 Book You can make changes to the content or extent of the service. If such changes result in an alteration of the by the user valid procedures, Book You will notify the user of this as timely as possible and costs of this change will be for the user. In that case the user can terminate the agreement in writing by resignation from the date that the changes becomes effective, unless this change is connected with changes in relevant legislation or other given regulations by authorized agents or if Book You accounts for the costs of this change.
- 11.5 Book You exerts itself the best it can to make sure that the software used for the execution of the service will be adjusted timely to the changes made under its service managed by Dutch legislation and regulatory process. On request and against its usual rates Book You will advise the user about the consequences of these adjustments for the user.

Article 12 Security, privacy and retention periods

- 12.1 Book You meets the obligations that, on account of the legislation concerning the processing of personal information, rest on him as a processor. Book You will take care of suitable technical and organizational measures to secure (personal) information against loss or against any form of illegitimate processing.
- 12.2 The user guarantees that all legal regulations concerning the processing of personal information, under which the regulations that are given by or by virtue of the Personal Data Protection Act, will be strictly considered and that all determined registrations are accomplished and all required authorizations for processing personal information are obtained. The user will provide Book You with all to the point requested information in writing immediately.
- 12.3 The user safeguards Book You of all claims by thirds that may be established against Book You due to a violation of the Personal Data Protection Act and/or other legislation concerning the processing of personal information that is not imputable to Book You.
- 12.4 The user safeguards Book You of all claims by thirds, under which government institutions, that may be established against Book You due to violation of legislation concerning the lawful retention periods.

Article 13 Guarantee

- 13.1 Book You is not responsible for verification of the accuracy and completeness of the results of the service. The user will verify these results after receipt himself. Book You does not guarantee that the service will be provided flawless or without interventions. In case flaws in the results of the service are a direct result of products, software, data carriers, procedures or operating actions for which Book You due to the agreement is explicitly responsible, Book You will resume the service in order to set right these flaws with due care, on condition that the user indicates the flaws as soon as possible, though at the latest within one week after receipt of the results of the service, in writing and detailed to Book You. To the user no other rights accrue due to flaws in the service other than the ones described in this guarantee.

Article 14 Execution of the services

- 14.1 Book You will exert to its best efforts to execute the services with care, where appropriate in according to the with user written agreements and procedures. All services from Book You will be executed based upon an efforts obligation, unless and as far as in the written agreement Book You explicitly offered a result and this result is also described with sufficient definition. Possible agreements concerning a service level will always just be agreed upon in writing and explicitly.
- 14.2 Only if this is agreed upon in writing and explicitly, Book You is held to accomplish timely and responsible given instructions upon the execution of the services. Book You is not obligated to follow instructions which change or supplement the content or extent of the agreed upon service; however if such instructions are accomplished, the concerning work will be compensated.
- 14.3 In case an agreement to services is affected in view to execution by a specific person, Book You is always authorized after consultation with the user, to replace this person by one or more other persons with the same qualifications.
- 14.4 In the absence of an explicit agreed upon billing schedule all amounts that relate to by Book You provided services are indebted in advance once per calendar month.

Article 15 Development of software

- 15.1 If not already when entering into the agreement specifications or a design of the software to be developed is supplied to Book You, the parties will in consultation specify in writing which software will be developed and in which way this will be done. Book You will execute the development of software with care based upon the by user provided information, for the accuracy, completeness and consistency of which the user vouches. If parties have agreed upon the usage of a development method which defines itself by subjecting the designing and/or developing of parts of the software to a closer, during the execution of the agreement to determine prioritization, this prioritization will always be realized in consultation between the parties.
- 15.2 Book You is authorized, though not obligated, to investigate the accuracy, completeness or consistence of the information, specifications or designs made available to him and with the finding of possible deficiencies suspend the agreed upon work until the user has removed the concerning deficiencies.
- 15.3 Undiminished the determined in article 5 the user only obtains the right to usage of the software in his own company or organization. The source code of the software and the technical documentation made with the development of the software, can not be disposed at the disposal of the user.

Article 16 Right of use

- 16.1 Undiminished the determined in article 5 Book You provides the user with the non-exclusive right for the usage of the software. The user will always live up to the usage limitations agreed upon between the parties accurately. Undiminished the determined in these terms and conditions the right of usage by user comprises exclusively the right to load and execute the software.
- 16.2 The software may be used by user exclusively in his own company or organization, and the user may grant permission to the suppliers and clients for the usage of this software. The supplier and client must agree upon the terms and conditions and the privacy statement to claim this right of usage.
- 16.3 The right of use is not transmissible. The user may not use the software and data carriers to sell, rent out, sublicense, remove or grant its limited rights in any way or for whatever purpose to a third, admit a third, whether or not on remote, to the software or place the software for hosting at a third, not even if the concerning third uses the software exclusively on behalf of the user. The user will not change the software other than under the correcting of errors. The user will not use the software under the processing of information on behalf of thirds ('time-sharing'). The source code of the software and the with the development of the software manufactured technical documentation are not placed at the disposal of the user, not even if the user is prepared to pay a financial compensation. The user acknowledges that the source code has a confident character and that this includes company secrets of Book You.
- 16.4 Immediately after the ending of the right of use of the software, the user will return all copies of the software in his possession to Book You. If parties have agreed that the user at the end of the right of use will eliminate the concerning copies, the user will report such elimination to Book You in writing immediately.

For more information see our privacy statement <http://www.bookyou.com/web/pdf/privacy-statement-bookyou.pdf> as well as <http://www.bookyou.com/contact>.