

## General Terms and Conditions of ArtikelPro

### 1. DEFINITIONS

These General Terms and Conditions use the following definitions:

<b>Agreement</b>	the agreement that, on behalf of the Publishers (and/or other parties), ArtikelPro enters into with the Customer regarding access to the Database and purchase of Content, including its attachments;
<b>Article</b>	each separate editorial from one of the Titles that ArtikelPro makes available via its Database, including accompanying images;
<b>ArtikelPro</b>	ArtikelPro B.V., with its registered office in Almere and principal place of business at Randstad 21-30, 1314 BM Almere, listed in the Trade Register of the Chamber of Commerce under number 81214820;
<b>Content</b>	all Articles and Snippets made available by ArtikelPro;
<b>Customer</b>	the organisation that purchases Content from ArtikelPro in the context of its service provision to its End Users;
<b>Database</b>	ArtikelPro's online content database in which the Content is made available to the Customers in standardised formats;
<b>End User</b>	the Customer's own customer for whom the Customer purchases certain Content, with due observance of the restrictions referred to in article 4.4;
<b>General Terms and Conditions</b>	these general terms and conditions of ArtikelPro;
<b>Link to the Article</b>	the link that ArtikelPro provides to a (complete) Article in the Database. The Link to the Article is linked to the End User's sub-account;
<b>Price</b>	the amount that the Customer owes ArtikelPro for access to the Database and purchase of the Content;
<b>Publisher</b>	the publisher of one or more Title(s) who makes Content available through ArtikelPro, as set out in the Agreement.
<b>Recipient</b>	a person who works with or for the End User and who is registered in the Database as a recipient of the Content;
<b>Snippet</b>	an announcement of an Article prepared by ArtikelPro and consisting of its Title and the first 155 characters of the Article, a Link to the Article and any accompanying metadata, such as the name of the Title, page number and position of the Article etcetera;
<b>Territory</b>	the territory in which the Content may be used, as referred to in the Agreement with each Publisher;

<b>Title</b>	the (digital and/or hard-copy) publication that originally contained an Article that ArtikelPro makes available through the Database;
<b>User Agreement</b>	the agreement that, on behalf of the Publishers (and/or other parties), ArtikelPro enters into with the End Users for their use and their Recipients' use of the Content which is made available to them through the Customer;

## **2. APPLICABILITY AND AMENDMENTS**

- 2.1. These General Terms and Conditions apply to every Agreement and every instance of use of Content by Customers, End Users and Recipients.
- 2.2. Any of the Customer's (general) terms and conditions expressly do not apply.
- 2.3. Any deviations from and additions to an Agreement are only valid if expressly confirmed by ArtikelPro in writing.
- 2.4. If there is any contradiction between these General Terms and Conditions and the Agreement, the Agreement prevails.
- 2.5. ArtikelPro is entitled to amend these General Conditions unilaterally. ArtikelPro will inform the Customer of such amendment in writing (including by email and via the Database) in advance. The amended Terms and Conditions apply to all existing Agreements with effect from the date when the amendment takes effect.

## **3. ACCESS TO DATABASE**

- 3.1. ArtikelPro provides the Customer with its own log-in account to access the Database.
- 3.2. The Customer is responsible for keeping its log-in information strictly confidential. The Customer is not permitted to grant third parties, including End Users and Recipients (other than its own employees), access to the Database through its account.
- 3.3. The Customer is fully responsible and liable for all use of its log-in information and for all activities in its account.
- 3.4. ArtikelPro reserves the right to block access to an account, temporarily or permanently, for example if it suspects misuse.

## **4. USE OF CONTENT**

- 4.1. A Customer may use an Article for analysis purposes against payment of the Price of that Article. In such case, the Customer is only authorised to use the Article for analysis purposes for the End Users and Recipients for whom the Article was purchased. The Customer is expressly not authorised to make the full Articles available to the End Users and Recipients, but only the results of the analysis. Separate payment is due for making the same Article available to the End Users and Recipients (in accordance with article **Fout! Verwijzingsbron niet gevonden.**).
- 4.2. A Customer may also make Content available to an End User's Recipients for their own, non-commercial use. However, the Customer is only allowed to provide an End User and its Recipients with a Snippet. Customers are expressly not authorised to make full Articles available to the End Users and Recipients.

- 4.3. A Customer is authorised to store Snippets for a maximum of 24 hours for the purpose of making them available, as referred to in article **Fout! Verwijzingsbron niet gevonden..** The End User is not authorised to store Snippets and may only use them for making them available to the Recipients as referred to in article **Fout! Verwijzingsbron niet gevonden..**
- 4.4. A Customer is only authorised to use Content for End Users that fall within the category of End Users as set out in the Agreement for each Publisher. ArtikelPro and the Publishers are authorised to exclude certain End Users from supply at any time. ArtikelPro or the Publisher concerned will inform the Customer about this, after which the Customer will no longer be allowed to use Content for the End User(s) concerned.
- 4.5. The Customer will create a sub-account for each End User within its account, enabling ArtikelPro to register the purchase of Articles for the End User. The Customer must at all times provide correct and complete information about, for example, the type of End User and the number of Recipients, enabling ArtikelPro to verify whether the End User meets the requirements set out in article 4.3. The Customer may only use Content for an End User after that End User has entered into a User Agreement with ArtikelPro.
- 4.6. When a Recipient purchases an Article through the Link to the Article, that Recipient's right to a single view of the Article for its own, non-commercial use will be non-exclusive, non-assignable and non-sublicensable.
- 4.7. Content purchased for an End User and its Recipients may not (also) be used for other End Users and Recipients. Content intended for such purposes should be purchased separately under the sub-account of the End User concerned.
- 4.8. All rights not specifically referred to are reserved to the Publisher concerned and the licence in question will always be interpreted restrictively and to the benefit of the Publisher concerned. In this context the Customer acknowledges that all Content which has been disclosed to the public by the Publishers in any manner, either against payment or free of charge, are protected by copyright and any other rights and, accordingly, that the Customer, End User and Receivers are not authorised to reproduce, disclose to the public or otherwise use such Content without the right-holder's consent.
- 4.9. The Customer ensures that, when using Content, the moral rights and/or the honour and good name of ArtikelPro, the Publisher and the authors are not impaired in any way.
- 4.10. The Customer, End User and Recipients are expressly not permitted to amend the Content in any way.
- 4.11. At ArtikelPro's or the Publisher's first request, the Customer will immediately remove the Articles indicated by ArtikelPro or the Publisher, oblige the End Users and its Recipients to immediately remove the Content concerned or have it removed, and immediately cease using the Articles concerned.
- 4.12. ArtikelPro and the Publisher are at all times authorised to amend the contents of the Database, as they see fit, which includes the right to cease making certain Content available. ArtikelPro and the Publisher are not liable for the consequences thereof.

## **5. PRICE AND PAYMENT**

- 5.1. All Prices quoted are in euro and exclusive of VAT unless stated otherwise or otherwise agreed in writing.

- 5.2. On the basis of the total number of Articles purchased and number of Recipients per year, the Customer owes the Price quoted on ArtikelPro's portal <https://portal.artikelpro.eu>. In the Database, the Customer must indicate the number of Articles expected to be purchased and the number of Recipients for each End User. The Price will be determined on the basis of that estimate.
- 5.3. If, at the end of a contract year, the actual number of Articles purchased and/or Recipients exceeds the Customer's estimate as referred to in article 5.2 by more than 10%, the Price will be revised with retroactive effect based on the actual number of Articles purchased and Recipients, and ArtikelPro will invoice the Customer the difference. If fewer Articles were purchased and/or there were fewer Recipients than estimated, the Customer will not be refunded. ArtikelPro's systems are decisive when determining the number of Articles purchased and Recipients.
- 5.4. The Price consists partly of the amount due to the Publisher concerned for the use of the Content and partly of the amount due to ArtikelPro for access to the Database. ArtikelPro will invoice the full Price (also on behalf of the Publishers).
- 5.5. ArtikelPro and the Publishers explicitly reserve the right to adjust the Prices. ArtikelPro will inform the Customer of such an amendment in writing (including by email and via the Database) in advance. The amended Prices will apply to all existing Agreements with effect from the date when the amendment takes effect.
- 5.6. ArtikelPro will invoice monthly in advance. Payment is due within 30 calendar days after the invoice date.
- 5.7. If a Customer does not pay the full amount owed by the due date, it will be in default by operation of law and it will owe statutory interest on outstanding amount from the due date.
- 5.8. The Customer will bear all judicial and extrajudicial costs incurred for collecting the invoice amount. The extrajudicial costs are at least 15% of the principal, plus interest.
- 5.9. For the avoidance of doubt, the Customer, not the End User, must always fulfil the payment obligations under an Agreement.

## **6. MONITORING**

- 6.1. ArtikelPro and the Publishers may monitor performance of the Agreement. The Customer undertakes to cooperate fully with this monitoring, without charge, including by providing all the information requested by ArtikelPro and/or the Publisher and by granting access to all relevant records to the extent that that information and/or access is reasonably needed to monitor performance of the Agreement. ArtikelPro is authorised to make the data and the results of a monitoring exercise available to the Publisher to the extent that they relate to the Content of that specific Publisher.
- 6.2. The Customer must reimburse all monitoring costs incurred by ArtikelPro and/or the Publisher if the monitoring shows that the Customer has acted in breach of the Agreement. The Customer will also be liable for an infringement fee of 300% of the applicable Price for any unauthorised use it has been found to have made of the Content.
- 6.3. If the Customer refuses such monitoring, then ArtikelPro and the Publishers will be entitled to terminate the Agreement with immediate effect, without further notice of default or prior court intervention and without prejudice to their right to compensation. In that case, ArtikelPro and the

Publishers will not be obliged to refund any payments already made.

## **7. DURATION AND TERMINATION**

- 7.1. Unless otherwise agreed, an Agreement is concluded for an indefinite period and either party may terminate it at any time with due regard to a notice period of one (1) month. If a Publisher gives notice to terminate, that will only apply to that Publisher's Content and the Agreement between the other parties will continue to apply.
- 7.2. Any party is entitled to terminate the Agreement in writing with immediate effect if:
- (a) another party has ceased to exist or has been dissolved;
  - (b) another party (i) has been declared bankrupt/insolvent, (ii) has been granted a suspension of payments, whether temporary or permanent, or (iii) has lost free control of its assets or the power to dispose of them, either wholly or in part.

If the situation at (a) or (b) above applies to any of the Publishers, then the notice to terminate applies solely to the Publisher in question and the Agreement will continue to apply between the other parties.

- 7.3. If an Agreement ends for any reason or on any basis whatsoever, the Customer will no longer have access to the Database and the licence granted in the Agreement will expire immediately. The Customer must then immediately remove all Content from its systems without retaining copies or transcripts of it and must cease to make any use of it.
- 7.4. Whenever an Agreement ends, it will continue to govern the legal relationship between the parties to the extent needed in order to settle it. Obligations that, given their nature, are intended to survive after an Agreement is terminated will remain in force after its termination or non-continuation.

## **8. LIABILITY**

- 8.1. ArtikelPro and the Publishers will endeavour to ensure that the Database and the Content are available. Customers accept, however, that delays or deficiencies in the availability of the Database and the Content cannot entirely be ruled out. Accordingly, ArtikelPro and the Publishers are not liable for any damage sustained by Customers or for delays or deficiencies in the availability of the Database and/or the Content.
- 8.2. ArtikelPro does not have any influence over the Content's substance. Accordingly, ArtikelPro does not guarantee the accuracy, completeness or legality of the Content. It is not liable for any of this.
- 8.3. The liability of ArtikelPro and the Publishers is always limited to the amount that the Customer owed ArtikelPro or the Publisher in question during the preceding six (6) months for supplying the Content. Neither ArtikelPro nor the Publishers are liable for consequential or indirect damage including, but not limited to, lost revenue and/or profit, reputational damage, non-economic damage and lost savings.
- 8.4. The exclusions and limitations provided in this article do not apply if the damage is the result of intent or gross negligence.

## 9. INDEMNIFICATION

- 9.1. Every Publisher indemnifies the Customer against all copyright claims arising from the use of its Content to the extent that the Customer fulfils the arrangements made in the Agreement and on condition that the Customer:
- (a) notifies the Publisher in writing, as soon as is reasonably possible, of the existence and substance of that claim;
  - (b) leaves it entirely to the Publisher to deal with the claim, including entering into any obligations vis-à-vis the right-holder; and
  - (c) provides the Publisher with all the cooperation it needs in order to deal with the claim.
- 9.2. If the Customer does not immediately comply with a request from the Publisher in accordance with Article 9.1 of these General Terms and Conditions, then the indemnification referred to in Article 9.1 will not apply to the Content in question.

## 10. CONFIDENTIALITY

- 10.1. The parties will treat all information they obtain from each other in any manner whatsoever in the context of the Agreement, as well as the Agreement itself, both during the term of the Agreement and after it ends, in strict confidence. They will not disclose it to third parties and will only make it available to their employees and/or third parties engaged by them if and to the extent necessary to perform the Agreement. However, ArtikelPro is entitled to share information it obtains in the context of the Agreement with the Publishers.
- 10.2. Article **Fout! Verwijzingsbron niet gevonden.** does not apply:
- (a) to the use, reproduction and disclosure to the public of such information to the extent necessary for normal business operations;
  - (b) if and to the extent that disclosure to the public is required under the applicable law or rules of any government authority but, in that case, to the extent possible, only after the other party has been consulted about the timing and content of that disclosure;
  - (c) if and to the extent that the information has become publicly available other than by being unlawfully disclosed to the public by the recipient.

## 11. MISCELLANEOUS

- 11.1. The Customer acknowledges the fact that ArtikelPro concludes an Agreement partly on behalf of the Publishers and that, accordingly, each Publisher is entitled to rely directly on the Customer's performance of the Agreement.
- 11.2. The Customer acknowledges that the list of Publishers and Titles, as well as the specific arrangements that apply to each Publisher, as stated on [www.artikelpro.eu](http://www.artikelpro.eu), are subject to alteration. ArtikelPro will notify the Customer in writing (including by email or via the Database) prior to any such alterations being made. This new, altered list and specific arrangements will form an integral part of the Agreement with effect from the date of the alteration(s) taking effect.
- 11.3. If any provision of the Agreement is null and void or is annulled, then the other provisions will remain full force.. The null and void or annulled provision will be replaced by a legally permissible provision that approximates the intention of the null and void or annulled provision as closely as

possible.

- 11.4. The Agreement is governed by Dutch law.
- 11.5. Any and all disputes arising from the Agreement will be submitted in the first instance to the competent court in Amsterdam.