

General terms and conditions Koninklijke Boom uitgevers (corporate)

Valid as of 1 January 2020

These general terms and conditions govern all offers, quotations, and agreements issued to corporate customers concerning the provision of Content and Services of Koninklijke Boom uitgevers B.V., as well as its subsidiaries and other affiliated companies that refer to these general terms and conditions, hereinafter referred to as “Boom uitgevers”.

Article 1 – Definitions

These conditions use the following definitions:

- Subscription:** an Agreement in which Boom uitgevers undertakes to periodically deliver Content and/or a Service to a Customer during the subscription period until the moment of valid termination by the Customer or termination by Boom uitgevers.
- Content:** all works and other materials, in whatever form – whether or not digitally – published by Boom uitgevers or third parties, and sold or made available – whether or not online – by Boom uitgevers, including books, e-books, magazines, articles, calendars, roadmaps, tests, questionnaires, educational materials, courses, exams, and databases.
- Credits:** credits granted to the Customer by Boom uitgevers against payment, which can be used by the Customer to use Digital Services.
- Service:** a service offered by Boom uitgevers which it performs when contracted by and/or for the benefit of the Customer, including, but not limited to, a Digital Service and an Event;
- Digital Content:** all Content made available in digital format, including Content made available as a digital copy (download) or Digital Service (licence).
- Digital Service:** a Service based on which Boom uitgevers grants access to Digital Content to the Customer and possible additional features using an electronic communication network and/or software, available online or offline, using a website, app, or otherwise.
- Event:** a training course, workshop, seminar, teacher's day, or a similar service.
- User:** a natural person who has the right to make use of a Digital Service based on the Agreement or the Conditions.
- Terms of use:** conditions that govern the use of a Digital Service by the Customer and Users.
- Customer:** the natural person or legal entity acting for purposes related to its

commercial activities, corporate activities, or professional activities, who or which concludes an Agreement with Boom uitgevers.

Agreement: the Agreement between Boom uitgevers and the Customer concerning the sale or provision of Content and/or Service in whatever form and by any means.

Token/Access code: a verification method which enables Boom uitgevers to grant the Customer a unique figure/letter code with which the Customer can access Digital Services.

Conditions: these general terms and conditions.

Article 2 – Identity of Boom uitgevers

Koninklijke Boom uitgevers B.V., Stationsweg 66, 79 41 HG Meppel, www.boom.nl and its subsidiaries:

- **Boom uitgevers Amsterdam B.V.**, Prinsengracht 747-751, 1017 JX Amsterdam, www.bua.nl
- **Boom uitgevers Den Haag B.V.**, Kanonstraat 4-IV, 2514 AR The Hague, www.boomdenhaag.nl
- **Boom beroepsonderwijs B.V.**, Stationsweg 66, 7941 HG Meppel, www.boomberoepsonderwijs.nl
- **De Tijdstroom B.V.**, Vondellaan 150, 3521 GC Utrecht, www.tijdstroom.nl
- **Boom voortgezet Onderwijs B.V.**, Ubbo Emmiusingel 19, 9711 BB Groningen, www.boomvoortgezetonderwijs.nl
- **Lemion B.V.**, MediArena 13, 1114 BC Amsterdam, www.lemion.nl

Article 3 – Applicability of and amendments to the Conditions

1. These Conditions govern all Agreements between Boom uitgevers and the Customer. The Conditions can be found easily on the websites of Boom uitgevers and will be immediately provided upon request at no cost.
2. The conditions used by the Customer are explicitly rejected by Boom uitgevers and are not part of the Agreement, unless Boom uitgevers has explicitly accepted these conditions in writing.
3. Boom uitgevers has the right to amend the Conditions. Amendments to the Conditions also apply to any existing Agreements. Boom uitgevers will communicate any amendments to the Conditions prior to their introduction, for example through its website and/or newsletters. The amended Conditions will take effect two weeks after their announcement, or as much later as determined in the announcement.

Article 4 – Offer, order, and conclusion of the Agreement

1. All offers of Boom uitgevers are non-binding and serve solely as an invitation to make an offer. The order by the Customer constitutes the offer. The Customer makes the offer by placing an order or request for the provision of Content or a Service.
2. The Agreement will be concluded by the written acceptance of an order or request of the Customer by Boom uitgevers, or by the actual implementation of the Agreement concerning the order by Boom uitgevers. Boom uitgevers will always have the right to refuse an order or request by the Customer.
3. An electronic message will be considered equal to a written message for the purposes of the Conditions.

4. Articles 6:227(b)(1) and 6:227(c) DCC do not apply.

Article 5 – Price, invoicing, and payment

1. The provision of Content and Services takes place at the prices and rates in effect at the time the Agreement is concluded. All prices charged by Boom uitgevers exclude VAT and shipping and administrative expenses, unless explicitly stated otherwise.
2. Boom uitgevers can amend the prices and rates. Amended prices and rates will apply from the time they are listed.
3. Payment by the Customer must take place no later than within 14 days of the moment on which the Agreement is concluded to the bank and/or giro account indicated by Boom uitgevers, unless (advance) payment has taken place by credit card, iDeal, or another method permitted by Boom uitgevers.
4. If the Customer exceeds a payment period, this will lead to a situation of default without notice being required. Boom uitgevers has the right to charge a delay interest if the payment period is exceeded to the amount of 1% on the amount due per month or a part thereof, unless the statutory commercial interest is higher, in which case the statutory commercial interest will be due. The Customer will be liable for all judicial and extrajudicial costs incurred by Boom uitgevers in relation to the collection of its invoices with a minimum of 15% of the invoice amount due, including interest.
5. The Customer does not have the right to suspend its payment obligations. The Customer is not permitted to settle any payment obligation vis-à-vis Boom uitgevers on whatever ground with any claim of the Customer on Boom uitgevers.
6. Boom uitgevers has the right to suspend its fulfilment of any obligation, including, but not limited to, the provision of Content or Services to the Customer as long as the Customer has not met all its (payment) obligations vis-à-vis Boom uitgevers on whatever grounds. Boom uitgevers will not be liable for damage caused by it exercising its suspension right.

Article 6 – Warranty and returns

1. Boom uitgevers guarantees that the Content and the Services comply with the Agreement, the specifications listed in the offer, the reasonable requirements of soundness and/or usability, and the statutory requirements in force on the date on which the Agreement is concluded. However, Boom uitgevers cannot guarantee the absence of errors or the completeness of Content or Services.
2. The Customer has the right to return any Content delivered on a physical carrier within seven days of receipt. Boom uitgevers will only accept returns if it receives the physical carrier in unused condition, undamaged, and with the original packing slip or invoice, and if the Customer states a reason for the return in writing.
3. If the return meets the conditions set out in the second paragraph of this article, Boom uitgevers will refund the amount paid by the Customer, including possible shipping costs of the initial shipment once the return has been received. The Customer must bear the costs for returning the shipment. In case of a partial return, the possible initial shipping costs will not be refunded.
4. Digital Content made available as a digital copy (download) or through a Digital Service, and Content created in accordance with the specifications of the Customer, including Printing on Demand (PoD), cannot be returned.
5. By way of deviation from the above, orders by distributors, bookstores, and retailers are expressly not subject to a right to return them. If Boom uitgevers does accept returns in a specific case, this

may be made subject to conditions.

Article 7 – Complaints

1. The Customer must check the provided Content and/or Services for shortcomings immediately after the delivery, and must submit any complaints about the provided Content and/or Services to Boom uitgevers within seven days of the delivery in writing with a clear and complete explanation. Boom uitgevers will handle the complaint in accordance with its complaints procedure.
If no complaint is submitted on time, any claim vis-à-vis Boom uitgevers related to shortcomings in the provided Content and/or Services will expire.
2. Complaints will be answered within a period of 14 days of the date of receipt. If a complaint requires a longer handling period, Boom uitgevers will provide an answer with a confirmation of receipt within the period of 14 days, including an indication of when the Customer can expect a more detailed answer.
3. Filing a complaint does not suspend the payment obligation of the Customer.

Article 8 – Delivery, implementation, and risk

1. The provision of Content and hardware will take place by:
 - a) delivery of the physical carrier with the Content to the address indicated by the Customer, or
 - b) online provision, possibly using a personal Token, access code, or another verification method.
2. The risk of loss and damage will be borne by the Customer from the moment of provision of Content or tangible objects.
3. Boom uitgevers strives to provide the Content to the Customer within five business days or another period related to the Content after the conclusion of the Agreement. This period is expressly a target period, not a deadline.
4. Boom uitgevers reserves the ownership of all tangible objects delivered to the Customer until the Customer has fully paid all it owes or will owe to Boom uitgevers on any ground. This is a so-called extensive or extended reservation of ownership.

Article 9 – Availability of Digital Services

1. Boom uitgevers strives for the best possible availability of Digital Services, but cannot give any guarantees concerning their availability.
2. Boom uitgevers will conduct any necessary maintenance which could impede the availability of Digital Services outside of regular office hours as much as possible.
3. Software used for Digital Services will be provided to the Customer without any warranties in the state it is in at the moment of delivery (“as-is”). Boom uitgevers does not guarantee that the software is suitable for a specific purpose, is free from errors, will work without interruptions, or that shortcomings in the software will be corrected.
4. Temporary restricted access to or availability of Digital Services do not give the Customer the right to suspend the payment of the amounts due. The Customer is not entitled to a refund of any fees paid by it in case of temporary impeded or restricted access to Digital Services.

Article 10 – Access Codes, Tokens, and Credits

1. An Access Code or Token is strictly personal. The Customer will handle the Access Code or Token in a strictly personal and confidential manner. The Customer may not place the Access Code or Token on publicly accessible places or share it with more persons or third parties, unless such provision is expressly permitted in writing by Boom uitgevers. If the Customer knows, or should reasonably know, that unauthorised third parties can use the Access Code or Token, it will immediately inform Boom uitgevers.
2. The Customer must sometimes use Tokens and Credits when purchasing certain Digital Services, including tests. Tokens can be ordered and paid by the Customer and entitle it to receive Credits. Credits can be entered online to gain access to Content.
3. A Token will only be provided once and must exclusively be used by the person or persons authorised to do so pursuant to the Agreement and/or the written instructions of Boom uitgevers.
4. The Token will be valid for a period of one year after its provision by Boom uitgevers. The Customer can activate the Credits purchased using the Tokens within this period.
5. The Credits will be valid for five years from the date on which these have been obtained by exchanging the corresponding Tokens. The Credit must be used within the indicated period of validity.
6. The Customer will lose any right to the Tokens or Credits not exchanged or used within the applicability period of validity.

Article 11 – Subscriptions

1. Unless expressly stated otherwise, subscriptions offered by Boom uitgevers will be concluded for a period of one year. The Customer can terminate the subscription at any time with effect from the end of this period with due observance of a notice period of one month.
2. After expiry of the initial period or a corresponding extension, the subscription will be tacitly renewed by the duration of the original period, unless it is terminated. The Customer can terminate the subscription with effect of the end of the ongoing period with due observance of a notice period of one month.
3. By way of deviation from the provisions of Article 5(1), prices for magazine subscriptions do not include VAT but do include shipping costs, unless stated otherwise in writing.
4. Termination must take place in writing or by e-mail. The termination notice must be addressed to the company with which the subscription was concluded. The address and contact details can be found on the website of the company as listed in article 2.

Article 12 – Events

1. Events must be signed up for in writing.
2. The cancellation conditions specified for the Event in question will apply for each specific Event. If no cancellation conditions have been specified for the Event, Boom uitgevers will charge 50% of the costs if the Customer cancels its registration no later than one month before the start of the Event. In case of cancellation less than one month before the start of the Event, all costs will be charged. If the Customer is unable to attend the Event, the Customer can appoint a replacement to attend the Event at no cost.
3. Boom uitgevers will always list a minimum number of participants when offering an Event. If this amount is not reached, Boom uitgevers has the right to cancel the Event in question no later than two business days before the start based on insufficient participants, without being required to pay any form of compensation to the Customer.

4. Course materials will exclusively be provided for personal use or use within the organisation of the Customer and will never be used for commercial purposes.

Article 13 – Intellectual property rights

1. All intellectual property rights, including, but not limited to, copyrights, model rights, database rights, trademarks, trade name rights, or patent rights, and any other rights to or related to the Content and/or Services and associated know-how will be held by Boom uitgevers and its licensors.
2. The Customer may not fully or partially copy or publish Content and/or Services provided and/or made available to the Customer by Boom uitgevers without the prior written permission of Boom uitgevers, unless and insofar as this is permitted pursuant to the Agreement, the Conditions, or mandatory statutory rules.
3. Nothing in the Agreement or the Conditions can be interpreted as the transfer of intellectual property rights related to the Content and/or Services.

Article 14 – Use of Digital Services

1. All intellectual property rights set out in Article 13(1) to or related to Digital Services are held by Boom uitgevers or its licensor(s). The Customer will only obtain a non-exclusive, non-transferable, and non-sublicensable right to use (a license) the Digital Content and any software needed for this use.
2. The right of use set out in the first paragraph will be granted for the duration of the agreement between Boom uitgevers and the Customer and will thus have a fixed duration. The effective period of the right of use is one year, unless Boom uitgevers states a deviating duration in writing. In case of the purchase of e-books, Boom uitgevers grants the Customer a license for the duration of ten years.
3. Unless expressly stated otherwise, Digital Content may only be accessed and used for personal use and non-commercial use or – if the Customer is a corporate client – for internal corporate purposes.
4. The Customer may not edit, copy, publish, share, rent out, sell, or make Digital Content available to third parties in any way, or carry out any other actions with the Digital Content which exceed the scope of the right of use granted in this Article 14, except insofar as arranged in the Dutch Copyright Act.
The right of use may only be exercised by Users. If the Agreement does not stipulate who the Users are and how many Users there are, the right of use may only be exercised by one User.
5. By way of deviation from the provisions in the fourth paragraph, the Customer may publish or copy parts of the Digital Content for the sole purpose of providing explanations in an educational context, insofar as this is justified by the intended, non-commercial purpose, provided that:
 - the Customer can be considered a non-commercial educational institution;
 - the Customer, insofar as reasonable possible, clearly indicates the source, including the name of the creator;
 - the Customer pays a fair fee to the creator or its beneficiaries;
 - the other conditions of the Article 16 of the Dutch Copyright Act are met.
6. The Customer can contact Stichting PRO ((Stichting Publicatie- en Reproductierechten, PO Box 3060, 2130 KB Hoofddorp, www.stichting-pro.nl) for the payment of the statutory fair compensation referred to in Article 14(5).

7. Boom uitgevers or its licensor(s) may take technical measures to protect their Intellectual Property Rights. The Customer may not remove or bypass these security measures.
8. Boom uitgevers or its licensor(s) may, insofar as reasonably necessary to enforce intellectual property rights, impose (temporary) restrictions concerning the scope of the right of use or the number of devices or types of devices that can be used to access the Digital Content.
9. If the Customer acts in violation of this Article 14, Boom uitgevers may suspend the access to the Digital Content in question or the web account of the Customer with immediate effect, without prejudice to the right of Boom uitgevers to recover any damage (including costs incurred) caused by or related to the infringement in question from the Customer. Boom uitgevers will not be liable for the consequences of the suspension of the access to the Digital Content or the web account.
10. Temporary restricted access to or availability of the Digital Content do not give the Customer the right to suspend the payment of the amounts due. The Customer is not entitled to a refund of any fees paid by it in case of temporary blocked or restricted access to the Digital Content.

Article 15 – Digital Content on physical carrier

1. The Customer may not make Digital Content offered on a physical carrier publicly available, for example by selling it, offering it for sale, renting it out, or making it temporarily available.
2. Insofar as any use based on copyrights of Digital Content can be invoked within the meaning of Article 12(b) of the Dutch Copyright Act, the Customer will have the right to make the provided copy publicly available, by way of deviation from the provisions of the first paragraph, if:
 - it has obtained a right of use for an indefinite period from Boom uitgevers with respect to the physical carrier in question;
 - it has paid Boom uitgevers a fee which corresponds to the economic value of the copy;
 - it transfers both its license and the copy itself and makes its own copy demonstrably unusable.

Article 16 – Use of Digital Services

1. The Customer and Users are required to provide their own name when creating accounts used for Digital Services. Aliases are not permitted. If the Customer believes that someone else makes use of its account or an account of Users, the Customer will immediately inform Boom uitgevers.
2. The Customer is not permitted to make the Digital Services available for use by any third parties which is not an User, unless Boom uitgevers has given written permission for this in advance.
3. The Customer must arrange equipment, software, and other (i.e. telecommunications) facilities needed to use the software at its own risk and account. The Customer is responsible for the adequate security and virus protection of its (computer) systems.
4. The Customer is not permitted to fully or partially incorporate or merge software used for the use of Digital Services into or with software not provided by Boom uitgevers, unless Boom uitgevers has given express written permission for this.
5. Decompiling, reverse engineering, or any form of translating or processing software is not permitted, unless and exclusively insofar as these actions are fully covered by what is permitted by the Dutch Copyright Act.
6. Uploading viruses or harmful code, hacking, spamming, or conducting DDoS attacks is not permitted.
7. If the Customer is able to add own content to the Digital Service, the Customer will – by way of

exemption – be responsible for any content posted by it on Digital Services. The Customer guarantees that it is authorised to place this content and that this does not infringe on rights of third parties. The Customer indemnifies Boom uitgevers against claims by third parties in this respect. Boom uitgevers cannot be held liable for incompleteness or inaccuracy of the content placed by the Customer.

8. Placing content which is illegal, illegitimate, discriminatory, threatening, pornographic, or which infringes on the privacy of others is not permitted. Conduct in violation of generally accepted standards and values, such as inappropriate and insulting language, racism, prejudices, bullying, and intimidating is not permitted.
9. If the Customer acts in violation of this article, Boom uitgevers may remove content placed by the Customer and suspend the access to the account used for the Digital Services of the Customer with immediate effect, without prejudice to the right of Boom uitgevers to recover any damage (including costs incurred) caused by or related to the infringement in question from the Customer. Boom uitgevers will not be liable for the consequences of the suspension of the access to the account.

Article 17 – Privacy

1. The parties will conclude a processor agreement insofar as Boom uitgevers in the context of the provision of Content and Services processes personal data within the meaning of the General Data Protection Regulation (GDPR) in the capacity as processor as defined in the GDPR for the benefit of the Customer as the controller as defined in the GDPR. This processor agreement is an integral part of the Agreement.
2. Boom uitgevers can process personal data of employees or other persons subject to the immediate authority of the Customer in the context of the customer relationship. This processing has been described in the Privacy Policy of Boom uitgevers, which can be found on the website of Boom uitgevers. The Customer will ensure that these persons will be informed about this use.

Article 18 – Liability

1. Boom uitgevers will not be liable for consequential damage suffered by the Customer, including, but not limited to, loss of profit, reputational damage, and claims by third parties.
2. The liability of Boom uitgevers is limited to the amount paid by the insurance of Boom uitgevers in the relevant situation, plus the co-payment which must be borne by Boom uitgevers based on the policy conditions of this insurance in this case. The claim for payment of damage by the Customer will become exigible once the insurer has informed Boom uitgevers about the claim.
3. If no payment takes place based on the insurance referred to in the previous paragraph for any reason, the liability of Boom uitgevers will be limited to the total of the amounts invoiced to the Customer in the past 12 months, with a maximum of € 10,000.
4. The limitation of liability will not apply in case of intent or deliberate recklessness attributable to Boom uitgevers.

Article 19 – Force majeure

1. In addition to the provisions of Article 6:75 DCC, a shortcoming cannot be attributed to Boom uitgevers in case of a circumstance beyond the control of Boom uitgevers, including war, the risk of war, mobilisation, riots, (work) strikes or lock-outs, fires, floods, illness and/accidents of its

staff, computer disruptions, company interruptions, and affected production capacity, a lack of raw materials or packaging materials, transport delays, judicial intervention, import restrictions or other restrictive measures imposed by the government, as well as any other impeding circumstance which does not solely depend on the will of Boom uitgevers, such as a missing or late delivery of goods and services by third parties hired by Boom uitgevers.

2. In this case, the obligations of Boom uitgevers will be suspended. Boom uitgevers and the Customer will only have the right to fully or partially dissolve the agreement after expiry of a period of six months. Suspension and dissolution will not lead to any obligation to pay compensation, even if Boom uitgevers enjoy any benefits as a result.

Article 20 – Termination of the Agreement

1. Boom uitgevers can fully or partially dissolve the Agreement without notice of default or owing any form of compensation or payment if:
 - a. the Customer violates any intellectual property right on the Content and/or service or the Terms of Use;
 - b. the Customer is granted suspension of payments;
 - c. the bankruptcy of the Customer is requested;
 - d. the Dutch Natural Persons Debt Restructuring Act is applied with respect to the Customer, a natural person;
 - e. the company of the Customer is dissolved, liquidated, terminated otherwise and/or transferred to a third party without the prior written permission of Boom uitgevers.
2. The provisions of paragraph 1 of this article are without prejudice to termination pursuant to legal provisions.
3. In case of termination of the Agreement, all payments due to Boom uitgevers by the Customer will be immediately due and payable in full.
4. Dissolution of the Agreement will lead to the immediate termination of the rights of the Customer related to the use of the Content and/or Service.
5. Boom uitgevers will always have the right to terminate the Agreement with due observance of a notice period of one month, unless determined otherwise in the Agreement.

Article 21 – Miscellaneous

1. If a provision of the Conditions is or becomes fully or partially unenforceable, the other provisions will remain in full force and effect. In this case, the unenforceable provision will be deemed to have been replaced by a provision which is enforceable and which deviates from the content and scope of the original provision as little as possible.
2. Boom uitgevers has the right to transfer its rights and/or obligations arising from the Agreement concluded with the Customer to subsidiaries and/or group companies, or to legal successors, based on which Boom uitgevers will be released from its obligations vis-à-vis the Customer. The Customer is required to grant all necessary cooperation required for such transfer at the first request of Boom uitgevers.
3. Rights of the Customer arising from the Agreement cannot be transferred without the prior written permission of Boom uitgevers. This provision has a property law-related effect within the meaning of Article 3:83(2) DCC.
4. The Agreement is governed by the laws of the Netherlands. The applicability of the CISG is excluded.
5. All disputes arising from or related to this Agreement will exclusively be submitted to the District Court of Amsterdam.

