

General Terms & Conditions (GTC)

Definitions and Preamble

By registering and/or logging on to University Industry Innovation Network B.V. (from hereon UIIN) The User (The User is the individual or legal entity responsible for purchasing and using the services and software of UIIN) accepts the following General Terms and Conditions (hereinafter the "GTC") for using UIIN.

The (membership) license to use UIIN is being offered as a nonexclusive and non-transferable license to The User for use only by The User (not for use by other individuals or legal entities. For further information refer to 4.3).

UIIN offers UIIN services under various top-level domains (uiin.org, blog.uiin.org, etc.), as well as various sub-domains and aliases of these domains. All websites on which UIIN provides UIIN services are hereinafter referred to as "UIIN websites".

These GTC shall govern the contract relationship between the The User and UIIN, irrespective of which UIIN Website The User is using, registered with or logged on to.

The User enters into this agreement on the use of UIIN Services with UIIN with address: University Industry Innovation Network B.V., Science Park 400, 1098XH, Amsterdam, The Netherlands. Additional contact information, commercial registry data, as well as the name of the authorized representative of UIIN can be found under "Imprint", "Impressum" or "Legal notice" on the respective UIIN website.

1 Subject matter

- 1.1 UIIN offers users access to different contents and products of UIIN.
- 1.2 Any use of the services and contents offered on the UIIN websites beyond the scope of options provided by UIIN requires the prior written consent of UIIN. This license does not allow UIIN websites from being used by multiple organisations.
- 1.3 The User acknowledges and agrees that it is technically impossible to achieve 100% availability of the UIIN websites. UIIN shall nonetheless endeavour to keep UIIN websites available without interruption. Events related to maintenance, security or capacity requirements, and/or events beyond UIIN's control (e.g. disruptions in public communication networks, power failures etc.), may result in brief malfunctions or temporary interruptions of the services provided on UIIN websites.

2 Registration, representations and warranties upon registration

- 2.1 The User must register prior to using Membership services on the UIIN websites.
- 2.2 The User warrants and represents that all of the data provided by The User for registration is accurate and complete. The User shall report any changes in the registration data to UIIN without undue delay.
- 2.3 The User shall not use pseudonyms or pen names.
- 2.4 The User shall choose a password upon registration. The User is obliged to keep this password secret. UIIN shall not disclose the password to any third party and UIIN shall not ask for The User's password at any time.
- 2.5 By completing the registration process, The User consents to enter the agreement to use the services of the UIIN websites. UIIN accepts this offer by activating the membership for the use of services on UIIN websites. The agreement takes effect after receipt of the registration fee by UIIN and with the aforementioned acceptance by UIIN.
- 2.6 All payments of registrations fees must be made in EURO and free of all bank and other charges. Online credit card payments will be handled by the external payment portal PayPal (Europe) S.à r.l. et Cie, S.C.A and do not incur any charges for The User.
- 2.7 The initial term of a UIIN Registration is twelve (12) months (the "Initial Term") commencing on the date of receipt of the registration fee by UIIN. At the expiration of the Initial Term, this (membership) licence of The User will automatically renew for successive twelve (12) months periods (each a "Renewal Term" and collectively with the Initial Term the "Term") unless The User provides UIIN with written or digital notice of its intent not to renew its (membership) licence at least ninety (90) days prior to expiration of the then current Term.
- 2.8 Upon registration and when commencing the Renewal Term the registration fee must be paid to UIIN within thirty (30) days. If the transfer is not received within this period, UIIN may incur an additional administrative of twenty-five (25) EURO.

3 Cancellation of Membership

- 3.1 If you as The User are registered at UIIN for a purpose that is not related to either your commercial or professional freelance activity, you, The User have the right to cancel your registration without given reason during fourteen days, starting on the day of registration.
- 3.2 You may cancel your contractual agreement with UIIN in writing (e.g., by letter, or email). The contract can be cancelled by sending timely notification to:

University Industry Innovation Network B.V.
Molukkenstraat 200
1098XB Amsterdam
Tel: +31 20 36 38 216
Email: office@uiin.org

- 3.3 In the event of a valid contract termination, services and fees provided by both parties are to be returned, and any economic advantages gained (e.g. interest) are to be repaid. If you are not able to return the services rendered fully or in part, or only in a lesser form, you are obligated to reimburse us for the value lost. This can mean that you are required to fulfil the contractual payment obligations for the time period until cancellation. Obligations to reimburse costs must be fulfilled within 30 days. This period begins for you when you send your contract termination, for us when we receive it.
- 3.4 The User's right of cancellation lapses before the end of the right of cancellation period if the contract has been completely fulfilled to the satisfaction of both parties before The User exercises his or her right of cancellation.

4 Obligations of *The User*

- 4.1 The User is obliged to comply with all applicable legislation, and respect all third-party rights.
- 4.2 The User is prohibited from the following:
- › Employing any mechanisms, software or scripts when using UIIN websites. However, The User may use the interfaces or software provided by UIIN within the scope of the services available on the UIIN websites.
 - › Blocking, overwriting, modifying and copying of any contents of the UIIN websites, unless said actions are necessary for the proper use of the services on the UIIN websites. For example, the use of the "Robot/Crawler" search engine technology is not required for proper use of the services, and is therefore prohibited.
 - › Distributing or publicly disclosing the contents of any of the websites of UIIN which are not meant to be public.
 - › Performing any actions which may impair the operability of UIIN's infrastructure, particularly actions which may overload said infrastructure.
 - › Publish any information or content which The User is not the copyright holder of.
- 4.3 Further, The User is prohibited to permit other individuals and legal entities to use their UIIN website license in any way. This prevents the use of UIIN websites for the purposes of consulting, coaching or other forms of external assistance without express written permission from UIIN (this includes e.g. entering job offers or partner search for other organisations). For purposes of consulting, coaching or other forms of external assistance, a negotiable fee is due.

5 Changes to the services on *UIIN* websites

- 5.1 UIIN reserves the right to modify the services offered on the UIIN websites and/or to offer services different from those offered at the time of The User's registration at any time, unless this is unreasonable for The User.

6 Term and termination of license, reimbursement of advance payments

- 6.1 The license shall be valid for the period of one (1) year starting as of the date that the confirmation email (with username and password) are sent to The User via email. After this term, a new license

contract with the same subject terms of contract will be automatically created in yearly increments, unless terminated in due time by The User or UIIN. The User and UIIN may each terminate without cause the license at the end of the initial term, or to the end of any renewal period after said minimum term expires, by giving notice of fourteen (14) business days. Furthermore, both The User and UIIN may deliver termination of the license by sending a letter or email. The termination notice shall include The User name of The User and an email address of The User registered on the UIIN websites. The provisions of this section 6.1 shall not affect the right of both parties to terminate the agreement for good cause.

6.2 A good cause is defined as an event which makes it unacceptable for UIIN to continue the agreement to the end of the termination period, taking into account all circumstances of the individual case and weighing the interests of UIIN against The User's. A good cause includes any the following events:

- › If The User fails to comply with any applicable legal provisions
- › If The User breaches a contractual obligation, in particular an obligation set forth in sections 2 and 4 of these GTC
- › If The User causes harm to any other user(s)

6.3 In the event of a good cause in accordance with section 6.2 and notwithstanding UIIN's right to terminate the contract in accordance with section 6.2, UIIN is entitled to:

- › Issue a warning, or
- › Block The User's access to the services on the UIIN websites.

6.4 In the following cases, The User shall not be entitled to claim reimbursement of any advance payments:

- › If UIIN has terminated the contract for good cause pursuant to section 6.2,
- › If UIIN has blocked The User's access in accordance with section 6.3, or
- › If The User has terminated the agreement. However, The User's right to claim reimbursement of any advance payments shall not be excluded in this case if The User has terminated the agreement for a good cause attributable to UIIN.

6.5 In the case of any termination of the license, the user will be provided with his/her data upon request.

7 Responsibility for *The User's* Content, Data or other Information

7.1 The User may report any activities of any other user which violate applicable laws and/or any of the terms and conditions of these GTC (including the use of pseudonyms or false identities) using the contact information under sector 3.2.

8 Customer Service/Support

8.1 Queries regarding agreement with UIIN or regarding UIIN services can be sent by the customer to UIIN using the contact information under sector 3.2.

9 Liability of *UIIN*

- 9.1 Whatever the legal grounds, liability for damage claims based only on ordinary negligence against UIIN (including its vicarious agents) shall exist only if UIIN breaches a basic/cardinal obligation under this agreement. A cardinal obligation is an obligation The User can expect to be met, and which fulfilment is a prerequisite to the ordinary execution of the contract. In this event, the amount of claims is limited to typical and foreseeable damages.
- 9.2 Limits shall not apply to the extent damages are covered by UIIN's business liability insurance, provided the insurance company has effected payment to UIIN. UIIN undertakes to maintain the insurance coverage existing at the time this agreement is concluded.
- 9.3 This shall not affect personal injury and property damage claims. Furthermore, the above liability exclusions and limitations shall not apply in the event of the assumption of express guarantees by UIIN or its vicarious agents, or given the lack of promised features.

10 Indemnity

- 10.1 The User shall indemnify and exempt UIIN from all actions, including damage claims, asserted by other users or third parties against UIIN resulting from an infringement of their rights by the contents posted by The User on UIIN websites. Furthermore, The User shall indemnify and exempt UIIN from all actions, including damage claims, asserted by other users or third parties against UIIN resulting from an infringement of their rights regarding the use of the services on UIIN websites by The User. The User assumes all reasonable costs UIIN incurs due to an infringement of third party rights, including all reasonable legal defence costs. All other rights, including damage claims by UIIN, are hereby unaffected. The User has the right to prove that UIIN incurred lesser charges than claims made.

The aforementioned obligations shall not apply to the extent The User is not responsible for the infringement.

- 10.2 In the event the contents posted by The User infringes any rights of any third party, The User shall, at its own expense and at UIIN's discretion, either obtain the right to use said contents or render said contents free of any infringement. In the event The User infringes third-party rights when using the services of UIIN websites, The User shall discontinue such use that violates these General Terms and Conditions and the law, if so requested by UIIN.
- 10.3 UIIN assumes no responsibility for errors, inaccuracies, or omissions that may appear in this software or service. UIIN reserves the right to change this software at any time without notice.
- 10.4 The UIIN websites are provided "as is" with no warranties whatsoever; UIIN does not, either expressed, implied or statutory, make any warranties, claims or representations with respect to the software, including, without limitation, warranties or conditions of quality, performance, non-infringement, merchantability, or fitness for use for a particular purpose. UIIN further does not represent or warrant that UIIN websites will always be available, accessible, uninterrupted, timely, secure, accurate, complete and error-free or will operate without loss.

11 Data Protection

11.1 UIIN recognizes that any data provided by The User to UIIN is extremely important to The User, and UIIN shall therefore be particularly sensitive in handling such data. UIIN shall comply with all applicable legal provisions regarding data protection (European Data Protection Directives and any other applicable data protection legislation). In particular, UIIN shall not provide or otherwise disclose any personal data of The User to any third party without authorization.

12 Copyright

12.1 All rights reserved. No part of the content within the UIIN websites may be reproduced in any form, including access to the source code, without the prior written consent of UIIN. The information contained in the UIIN website is confidential and proprietary to UIIN and may not be used or disclosed except as expressly authorized in writing by UIIN.

13 Final Provisions

13.1 UIIN reserves the right to amend these GTC at any time, without giving reasons, unless an amendment is unreasonable to The User. UIIN shall give due notice of any amendments of these GTC to The User. If The User does not object to the applicability of the revised GTC within six (6) weeks after receipt of said notice, the amended GTC shall be deemed to be accepted by The User. UIIN shall inform The User about The User's right to object and of the relevance of the objection deadline in said notice.

13.2 Unless otherwise stated in these GTC, The User may submit all notices to using the contact information under sector 3.2. UIIN may send notices to The User by email, fax or post to the addresses given in The User's current contact data in his or her user account.

13.3 If any provision of these GTC is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

13.4 The place of performance under these GTC shall be UIIN's main place of business.

13.5 Place of jurisdiction for merchants shall be the main place of business of UIIN.

13.6 These GTC and the contractual relationship shall be governed by Dutch Law, excluding international private law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods that have been adopted by Dutch Law.