

General Terms and Conditions of the Webservices.nl Subscription

1. General

- 1.1 A Webservices subscription (to be referred to as: the Subscription) at Webservices.nl B.V. constitutes the binding agreement between the customer (to be referred to as: Subscriber) and Webservices.nl B.V. in Haarlem under which Webservices.nl B.V. will perform Webservices for Subscriber. The present General Terms and Conditions of the Webservices.nl Subscription ("the Terms and Conditions") – including any new versions of these Terms and Conditions – apply to each Subscription and each renewal of that Subscription. By signing the Subscription registration form, Subscriber declares to have received a copy of these Terms and Conditions and to agree to both their applicability to the Subscription and to their contents. The Subscription does not come into effect until the registration form, which must be fully and correctly completed and lawfully signed by Subscriber, has been accepted by Webservices.nl B.V. Acceptance is considered to have taken place when Webservices.nl B.V. sends an invoice to Subscriber for the Prepaid Credits ordered. By making use of the Licence Products Subscriber likewise declares to agree to both the applicability and the contents of the present Terms and Conditions.
- 1.2 In the context of these Terms and Conditions Webservices is understood to mean: both Webservices.nl B.V.'s making online available to Subscriber, either directly or indirectly, individual data that have been stored on Webservices.nl B.V.'s Webservices server – including data of data suppliers – via a Webservices.nl B.V. server or via internet data suppliers in conjunction with or with the help of the Webservices.nl software products, which data Subscriber can retrieve and consult real time and Webservices.nl B.V.'s enhancing and validating the data provided by Subscriber on the Webservices server.
- 1.3 The Webservices will be delivered by Webservices.nl B.V., having its registered offices in Haarlem, and by enterprises affiliated with it.
- 1.4 The Webservices offered by Webservices.nl B.V. and the data delivered and/or made available and the software applied for the Webservices will together be referred to as: "the Licence Products". The Licence Products will also be understood to include, in the context of these Terms and Conditions, any documentation, database structures, user interfaces, screen layout, templates and accessories made available or accessible by Webservices.nl B.V. for these Webservices.
- 1.5 The intellectual property rights of the Licence Products are owned by either Webservices.nl B.V. or the data suppliers as specified for each data set in the appendix to the Subscription and in the Special Terms and Conditions of Data Suppliers.
- 1.6 The Special Terms and Conditions of Data Suppliers apply – concurrently and in conjunction with these Terms and Conditions – to the Webservices that are performed with respect to the data of any of these supplier.
- 1.7 In the context of these Terms and Conditions Prepaid Credits will be understood to mean: the sum paid by Subscriber as an advance lump sum payment prior to each Subscription year, which payment entitles Subscriber to purchase the services (the use of the Licence Products and assistance and support) agreed upon with Subscriber to the maximum of that sum; these services will be kept available by Webservices.nl B.V. for the Webservices for that particular Subscription year. The applicable fees for the services performed in the context of the Webservices per consumption unit ("units") are specified on the registration form.

2. Use of Licence Products

- 2.1 Should Subscriber not agree to these Terms and Conditions and to the terms and conditions applied by the data suppliers (as specified in the Special Terms and Conditions of Data Suppliers), Subscriber will not be entitled to make use of the Licence Products.
- 2.2 The Licence Products are protected by national and international laws and regulations concerning intellectual and industrial property rights, such as copyrights, and by database law. Subscriber is held to treat the Licence Products as any other material protected by intellectual property law and by database law. Making the Licence Products available to Subscriber will never imply any kind of transfer of one or more of these rights.
- 2.3 Notwithstanding any other rights Webservices.nl B.V. may have in the event the intellectual property rights and/or the database rights are infringed, the right to use the Licence Products will end by operation of law as soon as Subscriber acts in breach of the present Terms and Conditions, the Special Terms and Conditions of Data Suppliers, the Subscription or any of the provisions in these agreements.
- 2.4 Under the present Subscription Webservices.nl B.V. grants Subscriber, for the duration of the Subscription, the non-exclusive, non-transferrable right to make use of the Licence Products, including new versions of these Licence Products made generally available by Webservices.nl B.V., for Subscriber's own use and exclusively under the terms and conditions referred to in article 2.7 and in conformity with the present Terms and Conditions. In this context "own use" is understood to mean: use by Subscriber's Authorised Users for Subscriber's own business operations.
- 2.5 Only Authorised Users will be entitled to access the Webservices server to make use of the Licence Products.
- 2.6 In the context of these Terms and Conditions an Authorised User is understood to mean a natural person designated by Subscriber and accepted as such by Webservices.nl B.V. who may access the Webservices.nl B.V. Webservices servers by means of the log-in procedures determined.
- 2.7 Immediately following Webservices.nl B.V.'s acceptance of the registration form – as referred to in article 1.1 – Webservices.nl B.V. will send Subscriber the authorisation code required to access the Licence Products. If Subscriber has not paid the fees due for the use of the Licence Products in time, Webservices.nl B.V. will be entitled either to terminate the Subscription without any notice of default being required or to suspend – with immediate effect – the right to make use of the Licence Products and to block Subscriber's access to the Licence Products until Subscriber has paid the fees due.
- 2.8 Webservices.nl B.V. retains the right to check Subscriber's compliance with both the Webservices.nl B.V. Subscription and the present Terms and Conditions and the Special Terms and Conditions of Data Suppliers.

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- 2.9 Subscriber will not be permitted:
- to resell the Prepaid Credits;
 - to use the Licence Products for other purposes than those described in these Terms and Conditions, nor to copy, process, decompile, or disassemble the underlying software nor to retrieve its source code - or to try to retrieve the source code, nor to modify the Licence Products in any other way other than explicitly determined in these Terms and Conditions, unless and in so far as this should be allowed pursuant to mandatory legal provisions;
 - to retrieve or consult data in such a way that this could be seen as repeatedly and systematically requesting data with the intention to reconstruct – for exploitation purposes – the entire database, or a substantial part of that database, as referred to in the Databases Act;
 - to sub-license, to hire out or to supply by hire-purchase the Licence Products nor to transfer or surrender the Licence Products, nor to make them available or accessible to third party in any other way, either as a whole or in part;
 - to remove Licence Products' intellectual property marks and characteristics;
 - to use the Licence products for the purpose of promoting, referring to or supplying unlawfully obtained software, committing and/or inciting the committal of offences by Subscriber, by Subscriber's personnel or by third parties.
 - to act in violation of morality and public order, or in violation of generally acknowledged principles of correct and proper use of the internet (such as "netiquette") or to neglect its duties with respect to spamming, hacking, distributing viruses, to hinder or obstruct the proper operation of Webservices.nl B.V.'s server or to behave improperly or unlawfully in any other way – to be determined at Webservices.nl B.V.'s discretion.
- 2.10 Should Subscriber fail to comply with the provisions laid down in these Terms and Conditions and/or the Special Terms and Conditions of Data Suppliers, Webservices.nl B.V. will be entitled to discontinue the Webservices with immediate effect and to block access to the Webservices server, and to terminate the Subscription with immediate effect without being held to compensate any loss or damages and without Subscriber being entitled to a refund of any of the Prepaid Credits, either in part or in whole, all of this without prejudice to Subscriber's obligation to pay any outstanding amounts.

3. Duration of the Subscription

- 3.1 The Subscription will be taken out for the period indicated by Subscriber on the registration form – without prejudice to the provision in the Special Terms and Conditions of Data Suppliers.
- 3.2 Upon expiry of the initial period agreed upon, the Subscription will be tacitly renewed for a period of time equal to the initial period and under the same terms and conditions, unless either party should give notice of termination as laid down in article 7.2 of these Terms and Conditions.
- 3.3 Either party will be entitled to give notice of termination effective from the end of the current Subscription period. Contrary to the provisions of article 7:408 paragraph 1 Netherlands Civil Code, termination by Subscriber before the end of the term will have no effect. Notice must be served in writing, with due observance of a notice period of at least two (2) months.

4. Advantages of the Webservices.nl B.V. Subscription

- 4.1 For the duration of the Subscription Webservices.nl B.V. will have the Licence Products available for Subscriber on the Webservices servers, including all new versions and updates of the Licence Products as these are made generally available by Webservices.nl B.V. and by the data suppliers during the term of the Subscription.
- 4.2 In the event data suppliers should charge extra fees for these new versions and updates, the additional amounts will be immediately due and payable by Subscriber from the moment Webservices.nl B.V. implements these new versions and updates in the Webservices. Webservices.nl B.V. will invoice these amounts separately. It will be solely at Webservices.nl B.V.'s and/or the data suppliers' discretion which modifications are required and desired for the Licence Products.
- 4.3 A Subscription will entitle Subscriber to assistance and support as laid down in article 5 of these Terms and Conditions.

5. Assistance and Support (Service Level) Requests

- 5.1 Two types of assistance and support requests can be made to the help desk: requests for assistance when using the Licence Products, the "queries", and error reports, the "error correction requests".
- 5.2 Subscriber can at any time address the online helpdesk by entering a request or report on <http://support.webservices.nl>. The task of the helpdesk is to answer questions about the Licence Products and the application and use of these Licence Products ("queries"). Queries will be dealt with on working days (Monday to Friday, excepting public holidays) during working hours (between 09.00 and 17.30). If possible, queries will be dealt with within one (1) working hour; Webservices.nl B.V. will do its utmost to solve the query in accordance with the time set in paragraph 4 of the present article.
- 5.3 If Subscriber should be of the opinion that he has found an error in the Licence Products, Subscriber can always report this error on <http://support.webservices.nl>. In the error correction request Subscriber must refer to one of the priority codes mentioned below. Webservices.nl B.V. will establish the priority at its own discretion, with due observance of the Subscriber's priority classification.
- Priority 1: Subscriber's primary business processes are seriously disrupted; none of the Authorised Users can do their work and contingency use of other computer systems is not available.
- Priority 2: Subscriber's primary business processes are disrupted: none of the Authorised Users, or not all of them can do their work, but contingency use of other computer systems is available, or part of the primary business processes is disrupted, but the error does not essentially threaten the execution of the primary process.
- Priority 3: Authorised Users can continue their work in the primary process, despite the disruption. No priority: all errors that do not fall within the scope of Webservices.nl B.V.'s responsibilities – e.g. if the error can be traced back to other products than the Licence Products.

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- 5.4 If the error can be dealt with via <http://support.webservices.nl>, it will be corrected in accordance with the following time schedule – possibly by means of a temporary solution:
Priority 1: on working days: within 4 working hours.
Priority 2: on working days: within 2 working days.
Priority 3: on working days: within 7 working days.
If the error cannot be corrected in this way, Webservices.nl B.V. will consult Subscriber to agree on how this error can be corrected as soon as possible.
- 5.5 In the event Webservices.nl B.V. has to escalate a query or a report to a third party – e.g. a Licence Product supplier, the correction times referred to above will not apply; in that event Webservices.nl B.V. will keep Subscriber informed of the progress and will see to it that the supplier will correct the error as soon as possible.
- 5.6 In order for Webservices.nl B.V. to render the assistance and support services referred to above to its best abilities, Subscriber will have to comply with the following conditions:
a) the Authorised Users must be sufficiently trained in the use of the Licence Products; and b) one (1) Authorised User will be designated and then be entitled to consult the helpdesk; c) all reasonable instructions of Webservices.nl B.V. with respect to the use of the Licence Products must be observed; and d) the query or error notification report on <http://support.webservices.nl> must have been fully and correctly completed.
- 6. Technical preconditions for Webservices**
- 6.1 The software Subscriber intends to use for the Webservices must allow access to the Webservices servers – both primary and secondary servers. The Webservices servers are to be located at at least two (2) separate geographical locations. Subscriber should take into account that locations could be added. The server locations may change and, therefore, the IP numbers used may also change.
- 6.2 Subscriber's software must always make use of primary servers; only if these servers cannot be reached, Subscriber's software may and must be changed over to the secondary servers. Server locations can be tested – without any Prepaid Credits being due – by requesting postal code 1000 AA.
- 6.3 In the event Subscriber's software cannot access the Webservices, Subscriber will first test internet accessibility with its own software. This could be tested, for example, by sending a ping to an online server selected at random. Should it be clear to the Authorised Users that the internet connection does not work, the system controller may take the appropriate internal measures.
- 6.4 Subscriber must work with a queue in order for data entry to continue even if a connection should not be available at a certain moment. The data will then be automatically supplemented by the software at a later stage.
- 6.5 The Webservices work with several types of data made available by a number of data suppliers. Nearly all data available are physically present on the Webservices servers of Webservice.nl B.V. However, in exceptional cases the data will be retrieved externally from a data supplier server.
- 7. Prices and payment**
- 7.1 Each Subscription year Subscriber will simultaneously order and pay up front a number of Prepaid Credits. The Prepaid Credits will be due and payable up front as a lump sum pursuant to Subscriber's order as accepted by Webservices.nl B.V., which order is specified on the registration form, regardless whether Subscriber will use all these Prepaid Credits.
- 7.2 In the event Subscriber should wish to order *more* Prepaid Credits during a current Subscription year than the number of Prepaid Credits ordered at the beginning of that year, e.g. Subscriber had ordered and paid 100 Prepaid Credits and wishes to order an extra 150 Prepaid Credits, Subscriber will have to take out another Subscription for the extra Prepaid Credits (150 in the example) as indicated in article 1. The extra Subscription will be subject to the present Terms and Conditions. Notwithstanding the provisions laid down in article 3.2, the first Subscription (100 in the example) will end by operation of law at the end of the Subscription year. Article 7.4 will apply to the Prepaid Credits of the first Subscription (the Subscription with 100 Prepaid Credits in the example) that have possibly not been used.
- 7.3 In the event Subscriber should wish to order extra Prepaid Credits during the current Subscription year, but *fewer* than the number ordered and paid at the beginning of that year, e.g. Subscriber had ordered 100 Prepaid Credits and wishes to order an extra 30 Prepaid Credits, this number will be added to and will become part of the current Subscription (in the example the current Subscription will from that moment onwards apply for 130 Prepaid Credits). The provisions laid down in article 3.2 will continue to apply, as the other provisions in these Terms and Conditions.
- 7.4 For the duration of the Subscription Webservices.nl B.V. will keep records of Subscriber's use of the Prepaid Credits. Subscriber can check the number of Prepaid Credits that have been used in the webview interface. Prepaid Credits that have been purchased but not used at the end of any Subscription year will not be credited; these Credits will lapse and cannot be carried over to the next Subscription year. It will be determined per Subscription whether there are any Prepaid Credits left or not. Prepaid Credits of different Subscriptions cannot be set off against each other and neither can Prepaid Credits that have not been used be transferred to another Subscription.
- 7.5 In the following Subscription year Subscriber will be invoiced for the same number of Prepaid Credits that was invoiced in the previous year under that particular Subscription. Should Subscriber wish to purchase a different number of Prepaid Credits for the following year, Subscriber will have to inform Webservices.nl B.V. of this in writing at least two (2) months before the expiry of a Subscription year. The provision in paragraph 1 of the present article will also apply to the Prepaid Credits for each consecutive Subscription year.
- 7.6 When the major part of the Prepaid Credits has been used (approximately 90%), Subscriber will automatically receive a reminder. Subscriber will always be entitled to purchase extra Prepaid Credits as mentioned above. Once all Prepaid Credits purchased by Subscriber have been used, access to the system will be blocked.

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- 7.7 The sums due for various types of use of the Licence Products and for assistance and support are listed, per unit, on the function costs survey in the webview interface to which Subscriber has access. Webservices.nl B.V. may revise the prices of these units from time to time, also during the current Subscription year. Price changes may be due to price changes effected by suppliers and data suppliers or to inflation. Any price change will become effective three (3) month after its having been notified in the Webservices.nl B.V.'s newsletter or in a letter from Webservices.nl B.V. to Subscriber. By signing the registration form Subscriber explicitly agrees to possible price changes. Subscriber will be informed by email or in a newsletter of new types of use of the Licence Products, support and data and the Prepaid Credits that apply to their use.

8. Miscellaneous

- 8.1 The provisions in these Terms and Conditions and any rights or obligations arising from them are governed by the laws of the Netherlands. Any disputes arising from or in relation to these Terms and Conditions will be submitted to the court of competent jurisdiction in Haarlem.
- 8.2 Webservices.nl B.V. does not provide any guarantees with respect to the operation of the Licence Products and/or the Webservices. Webservices.nl B.V. does not guarantee the correctness and/or completeness of the Licence Products. Use of the Licence Products is at Subscriber's risk only. Webservices.nl B.V. does not guarantee that the Licence Products are suitable for specific purposes or that the Licence Products will operate without any disruptions or defects.
- 8.3 Excepting cases of intent or gross negligence Webservices.nl B.V. does not accept any liability for damages as a result of or in connection with the execution of the Subscription or its not being executed in a prompt and proper manner. Without prejudice to the provision in the previous sentence, the liability of Webservices.nl B.V. towards Subscriber will always be limited to the total sum of the Subscription fee paid in the year the damages have occurred.
- 8.4 Nullity or annulment of one of the provisions of the Subscription will not affect the validity of any of the other provisions.
- 8.5 Webservices.nl B.V. will be entitled to adapt the present Terms and Conditions from time to time; the adapted terms and conditions will apply upon the Subscription's renewal – without prejudice to the provisions for price changes as referred to in article 7.5. If Subscriber does not agree to the terms and conditions that have been changed, Subscriber will be entitled to terminate the Subscription as set out in article 3.3. Webservices.nl B.V. will notify Subscriber in writing – per email or by an announcement on its website (webservices.nl) of any intended change in the Terms and Conditions at least three (3) months before the lapse of the Subscription period.

Appendix 1:

Special Terms and Conditions of Data Suppliers

1 General

- 1.1 A Webservices subscription (to be referred to as: the Subscription) taken out at Webservices.nl B.V. is a binding agreement between the customer (to be referred to as: Subscriber) and Webservices.nl B.V. in Haarlem pursuant to which Webservices.nl B.V. provides Webservices to Subscriber.
- 1.2 These Special Terms and Conditions of Data Suppliers (Special Terms and Conditions) will apply concurrently and in conjunction with the current version of the General Terms and Conditions of the Webservices.nl Subscription in the event Subscriber takes out a Subscription and thus enters into an agreement with Webservices.nl B.V. in Haarlem for the delivery of Webservices, which include the products referred to in the Special Terms and Conditions, and in which the data suppliers referred to below participate. The General Terms and Conditions of the Webservices.nl Subscription equally apply to the Webservices for the products of the data suppliers referred to in the present Special Terms and Conditions. Should any of the provision in the present Special Terms and Conditions conflict with the General Terms and Conditions of the Webservices.nl Subscription, the provision in the present Special Terms and Conditions will prevail.
- 1.3 The words written in the present Special Terms and Conditions with an initial letter capital have the same meaning as these words have in the General Terms and Conditions of the Webservices.nl Subscription.
- 1.4 The present Special Terms and Conditions and any new versions of these Special Terms and Conditions will apply to each Subscription and each renewal of the Subscription. By signing the Subscription registration form Subscriber declares to have received a copy of these Special Terms and Conditions and agrees to their applicability to the Subscription and to their contents. By making use of the products provided by the data suppliers Subscriber likewise agrees to the applicability and the contents of the present Special Terms and Conditions.
- 1.5 Should Subscriber not agree to these Special Terms and Conditions, Subscriber will not be entitled to make use of the data and products delivered by data supplier.
- 1.6 Webservices.nl B.V. reserves the right to change the relevant terms and conditions of these Special Terms and Conditions, following prior notification of these changes at the earliest possible date, if a data supplier should change any of the terms and conditions under which data are made available by that data supplier.

A. Postal code data

1. Royal TNT Post B.V. is the copyright owner and the owner of all other intellectual property rights and/or rights to the postal code data and/or to the databases. By providing these postal code data or making them available Royal TNT Post B.V. does not automatically transfer of one or more of these rights. The postal code data delivered by Royal TNT Post B.V. will exclusively be provided or made available for Subscriber's personal use or for internal use in Subscriber's company.
2. Subscriber will not be entitled to use the postal code data for any other purpose than that set out in the Subscription. Subscriber will not be permitted to use postal code data to build its own database or to operate or have this database operated by a third party. Subscriber will not be permitted either to use postal code data to build its own pages or directory or to exploit these pages or directories or have these pages or directories exploited by a third party. Subscriber will not be permitted to effectuate any addition to or modification or other kind of enhancement of its own data in combination with the postal code data. These restriction will not prejudice Subscriber's right to build its own register or a register of personal data.
3. With respect to the postal code data the Subscription taken out will be for the period of one (1) year, or, if applicable, for a period shorter than one (1) year, i.e. for as long as Subscriber has Prepaid Credits to purchase the Webservices referred to in the Subscription.
4. Royal TNT Post B.V. does not guarantee the correctness and completeness of the postal code data.
5. Royal TNT Post B.V. or its subcontractor will be entitled to add a number of verification data, such as addresses, to the postal code data delivered. If these verification data should show that Subscriber does not comply with the provisions for use agreed upon, full proof of Subscriber's imputable failure to meet its obligations will have been provided, unless Subscriber proves the contrary.
6. Should one of the provisions laid down in this article be infringed, Subscriber will incur – for each infringement – a one-off, immediately payable penalty, not eligible for setting-off, payable to Webservices.nl B.V. on behalf of Royal TNT Post B.V. amounting to € 50,000 and a penalty amounting to € 5,000 for each day or part of a day that the infringement continues, all of this without prejudice to Royal TNT Post B.V.'s rights to compensation of the damages suffered or to be suffered by it. Subscriber will not be permitted to trade or reproduce the postal code data or to make these available to third parties in any other manner.
7. Under the Subscription the following Webservices related to postal code data will be provided to Subscriber:

Postal code Database on Serial Level

Enhancing, Searching and Exporting

Postal code Database on House Number Level

Enhancing, Searching and Exporting

Dialling Codes/Area Codes

Requesting dialling codes at 4pp and vice versa

- B. Geographical data**
1. The geographical data will exclusively be provided or made available for Subscriber's personal use or for internal use in Subscriber's company. Geodan B.V. is the copyright owner and the owner of all other intellectual property rights and/or any other rights, including database rights, to the geographical data. By providing these postal code data or making them available Geodan B.V. does not automatically transfer of one or more of these rights. Subscriber will not be permitted to trade or reproduce these geographical data or to make them available to third parties. Geodan B.V. does not guarantee the correctness and completeness of the data. Geodan B.V. does not accept any liability for damages arising from the use of the maps.
 2. Under the Subscription the following Webservices related to geographical data will be provided to Subscriber:

X, Y coordinates

X, Y coordinates of 4pp lat/Long

X, Y coordinates of 4pp RD (*Rijksdriehoekstelsel*)

X, Y coordinates 6pp lat/Long

Distances between postal code areas

distance – in a straight line – in metres between 2 4pp

distance – in a straight line – in metres between 2 6 pp

Shortest travel distance (metres) and time (minutes) between 2 4pp

Shortest travel time (metres) and time (minutes) between 2 4 pp

Routes between postal code areas

Route description by road between the 6 pp