

## **GENERAL TERMS AND CONDITIONS FOR USE OF THE CHROMEDIA® SERVICES**

**Effective January 1, 2012**

The following terms and conditions govern your use of the Chromedia® services (the "Online Services") and the materials available therein ("Materials"):

### **1. ORGANISATION**

Chromedia® is an activity of CHROMEDIA BV (hereafter referred to as Chromedia or Chromedia®). Correspondence address is: Chromedia, Hoofdweg 6-B, 1058BC Amsterdam, The Netherlands. Telephone 0031206187881 Email publisher@chromedia.org, [www.chromedia.org](http://www.chromedia.org). Chromedia is registered at the Chamber of Commerce in Amsterdam under number 34238376.

### **2. SUBSCRIBERS**

2.1 Subscribers are persons, organisations or institutes who have duly registered as a subscriber(s) for one of the offered subscription types via an application form either via email, letter, coupon or any other method as provided for by Chromedia and who have subsequently received a written confirmation by Chromedia stating such application as Subscriber(s) of Chromedia licence(s) has been received and accepted.

2.2 Subscribers confirm the correctness of data submitted through the application forms as referred to in section 2.1

2.3 Chromedia has the right to reject any applicant for a subscription to its sole discretion.

2.4 Authorized users are current members of the staff of the subscriber and individuals who are currently studying at the Subscriber's institution, who are permitted to access the services from within the premises of the subscriber and who have been issued by the Subscriber with a password or other authentication.

### **3. CONTRACT**

The combination of the application and Chromedia's confirmation (see section 2) constitutes a formal, mutually binding contract. By accessing or using the Site, you agree to be bound by these General Terms of Use and to any incorporated guidelines, rules or disclaimers posted on the Site.

### **4. TARIFFS, DURATION OF CONTRACT**

4.1 The tariffs and duration as publicised on the application forms as mentioned in section 2 are applicable to the subscriptions made via the same form/ manner. The minimum duration of a subscription will always be one year, unless specifically stated otherwise.

4.2 All prices are without Value Added Tax, unless specifically stated otherwise.

4.3 Unless cancelled two weeks before expiration date, subscriptions will be renewed automatically.

### **5. PAYMENTS**

5.1 Application as subscriber to Chromedia's services in combination with Chromedia's acceptance hereof obliges the subscriber to pay for the related services in accordance with the tariffs and conditions as either stipulated in the subscription form and/or otherwise communicated by Chromedia. Subscribers will settle amounts in ways as indicated by Chromedia before or on –in case applicable- due dates.

5.2 In case Subscribers don't settle amounts due in relation with the rendered Chromedia services, Chromedia will have the right to formally stop the service(s) provided. In such case, Subscribers will not be discharged from their contractual obligations including the payment of related subscription fees for the entire duration of the contract.

5.3 Chromedia has the right to use third party services for collecting services in case Subscribers missed (the) due date(s), to charge related costs back to Subscribers and to charge interest over the period post due date.

## **6. COMPLAINTS AND DISPUTES**

6.1 In case Subscribers have complaints about Chromedia's services, Chromedia will do everything that is possible and reasonable to rectify or improve services in order fully satisfy Subscribers. In order to allow Chromedia to respond promptly to any complaints, Subscribers are invited to notify Chromedia in writing at their earliest convenience thereof to Chromedia at the address in Section 1.

6.2 In case of any dispute(s), parties will do their utmost to solve such disputes amicably. However, if this will not lead to (a) solution(s), parties will revert to the Courts of Amsterdam to resolve these cases via the Court's legal verdict.

## **7. LICENSE; RESTRICTIONS ON USE**

7.1 Subscribers are granted a non-exclusive, non-transferable, limited license to access and use for review and training purposes, the Online Services and Materials made available to the Subscriber, up to the number of users they are entitled to according to their subscription type. This license includes:

(a) The right to electronically display Materials retrieved from the Online Services for teaching purposes in a classroom;

(b) The right to retrieve via downloading commands of the Online Services and store in machine-readable form for no more than 90 days, primarily for one person's exclusive use, a single copy of insubstantial portions of those Materials included in any individual file.

(c) Using the content and functionalities of this Site is restricted to Chromedia's Members & Licensees. Temporary access can be given to registered prospects. Some selected services of the Site, e.g. the news-page and links-page are accessible for non-members.

7.2 Except as specifically provided in Section 7.1 Subscribers are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. Subscribers may not print or download Materials without using the printing or downloading commands of the Online Services.

7.3 All right, title, and interest (including all copyrights and other intellectual property rights) in the Online Services and Materials (in both print and machine-readable forms) belong to the provider of the Online Services or its third party suppliers of materials. Subscribers acquire no proprietary interest in the Online Services, Materials, or copies thereof.

7.4 Except as specifically provided herein, Subscribers may not use the Online Services or Materials retrieved from the Online Services in any fashion that infringes the copyrights or proprietary interests therein.

7.5 Subscribers may not remove or obscure the copyright notice or other notices contained in Materials retrieved from the Online Services.

## **8. ACCESS TO SERVICES**

8.1 Only individuals authorized by Chromedia following their official registration as subscriber(s) may access and use the Online Services via their personal access details and identification number(s) e.g. pre-registered IP addresses of selected computers within the organisation.

8.2 Access codes must be treated as confidential. Transfer of access codes to third parties is not allowed and will result in closing the account without refund. Chromedia checks IP-addresses per logon and may automatically invalidate access codes or lock to one single IP-address if fraud is suspected.

8.3 Subscriber's identification number(s)/ IP addresses may be restricted from accessing certain Materials otherwise available in the Online Services.

8.4 Materials and features may be added to or withdrawn from the Online Services and the Online Services otherwise changed without notice.

## **9. LIMITED WARRANTY**

9.1 The provider of the Online Services represents and warrants that it has the right and authority to make the Online Services and Materials available pursuant to these General Terms and Conditions.

9.2 Except as otherwise provided in section 9.1, the online services and providers are provided on an "as is", "as available" and the Chromedia and each possible third party supplier of materials expressly disclaim all warranties, including warranties of merchantability and fitness for any particular purposes.

## **10. LIMITATION OF LIABILITY**

10.1 Chromedia shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Services or any features thereof or any Materials, (c) your use of the Online Services or Materials (regardless of whether you received any assistance from a Covered Party in using the Online Services), (d) your use of any equipment in connection with the Online Services, (e) the content of Materials, or (f) any delay or failure in performance beyond the reasonable control of Chromedia.

10.2 Within the context of section 10.1, "Chromedia" means (a) the provider of the Online Services, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of the provider of the Online Services or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

10.3 the aggregate liability of Chromedia in connection with any other claim arising out of or relating to the online services or materials shall not exceed the amount of your related subscription fee(s). Your right to monetary damages in that amount shall be in lieu of all other remedies which you may have against CHROMEDIA BV.

10.4. Chromedia shall not be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, legal fees) in any way due to, resulting from, or arising in connection with the online services, materials, or the failure of Chromedia to perform its obligations, regardless of any negligence

10.5 By using or accessing the Site you agree to indemnify CHROMEDIA BV from any damage, loss, costs or expenses that CROMEDIA BV, its affiliates, their respective employees and authorized representatives may incur as a result of material entered into the Site by you.

## **11. MISCELLANEOUS**

11.1 Chromedia continuously strives to improve its offerings. Therefore, offerings including these General Terms and Conditions may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with your applicable price schedule; all other provisions may be changed by the provider of the Online Services immediately upon notice.

11.2 The provider of the Online Services or the subscribing organization may terminate the subscription for access to the Online Services. The effective date of termination shall be ten days after the receipt of an appropriate notice of termination, unless a later date is specified in the notice. The provider of the Online Services may suspend or discontinue providing the Online Services to you without notice and pursue any other remedy legally available to it if you fail to comply with any of your obligations hereunder.

11.3 Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by the provider thereof. Notices shall be deemed to have been properly given on the date deposited in the Dutch mails, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Notices to the provider of the Online Services should be sent to [subscriptions@chromedia.org](mailto:subscriptions@chromedia.org).

11.4 The failure of the provider of the Online Services or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

11.5 The subscribing organization or individual may not assign its rights or delegate its duties under the subscription to access the Online Services without the prior written consent of the provider of the Online Services.

11.6 These General Terms and Conditions shall be governed by and construed in accordance with the laws of the Netherlands and have been filed with the Amsterdam Chamber of Commerce.

11.7 Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.