

General Terms and Conditions and Terms of Use of MOVE B.V.

<p>1. GENERAL TERMS AND CONDITIONS</p> <p>1.1. The stipulations of the Licensing Agreement shall apply to the supply of applications. The Licensing Agreement forms an integral part of the General Terms and Conditions of MOVE, as if it was included in the General Terms and Conditions.</p> <p>1.2. The client's use of any applications developed or supplied by MOVE implies the client's acceptance of the applicability of the Licensing Agreement and the General Terms and Conditions of MOVE.</p> <p>2. TERMS OF USE</p> <p>2.1. The supply of application(s) only gives the client a non-exclusive right to use the said application(s). This right is not transferable.</p> <p>2.2. The right of use shall be effective as soon as MOVE has received the client's payment and the Licensing Agreement has been signed and certified by MOVE.</p> <p>2.3. The Licensing Agreement gives the client the right to:</p> <p>a. use the application(s) for the purpose the application(s) were developed for;</p> <p>b. use the application(s) on only one web server for only one domain;</p> <p>c. use the application(s) solely in accordance with the conditions and stipulations of article 2.4 of these General Terms and Conditions;</p> <p>d. receive the services MOVE is obliged to provide for a period of one year;</p> <p>e. receive new versions of the application(s) from MOVE during the licensing period. In the context of the Licensing Agreement new versions of the application(s) are understood to be updates and revisions.</p> <p>2.4. In the Licensing Agreement the term "use" shall have the following meaning:</p> <p>a. use of all or part of the application(s) by implementing these in the system in order to process the system instructions contained in the application(s);</p> <p>b. it is not permitted to copy, sell, lease, licence, sub-licence, lend out, pledge, alienate or in any other manner make available the application(s) to third parties;</p> <p>c. it is not permitted to make or have made (by third parties) any modifications or additions to the supplied application(s);</p> <p>d. it is not permitted to operate the application(s) developed by MOVE without MOVE, or to operate them with third parties or sell them.</p> <p>2.5. The Licensing Agreement shall only be valid if the application(s) are used in combination with the proper hardware (hosting) - for which MOVE released the application(s).</p> <p>3. OWNERSHIP</p> <p>3.1. MOVE holds the copyright on the designs, source codes and scripts developed or created by it, also if they were developed or created on the instructions of the client.</p> <p>3.2. The techniques and processes developed by MOVE and incorporated in the application(s) are considered the intellectual property of MOVE and shall not be made available to the client.</p> <p>3.3. MOVE reserves the right to design programs or parts thereof in such a way that they cannot be copied.</p> <p>3.4. The client declares not to attempt to remove the name of MOVE or any other trade mark contained in the application(s).</p> <p>3.5. The client undertakes only to apply the supplied designs, computer programs, system descriptions, program descriptions, documents, drawings, sketches and scripts for its own use, and not to make them available to third parties in any way, whether for a consideration or not, and not to act or omit to act in any way so that third parties are able to obtain them.</p> <p>3.6. Upon termination of the Licensing Agreement the client shall retain the ownership of the compiled user file (exhibitors/visitors).</p> <p>4. LIABILITY/WARRANTY</p> <p>4.1. The application(s) are provided "as is", MOVE accepts no liability for damage or loss resulting from the improper use or incorrect operation of the application(s).</p> <p>4.2. The presence of errors (bugs) in the application(s) which do not interfere with the functionality of the application(s) never gives the client the right to reject the relevant application(s) in whole or in part. MOVE's liability shall never extend further than attempting to fix these errors in the next version of the application(s).</p>	<p>4.3. During the term of the Licensing Agreement any errors in the application(s) which interfere with the functionality of the Application(s) shall be fixed without costs for the licensee.</p> <p>4.4. Additions or changes to the application(s) shall be carried out by MOVE in consultation at the then current rate applicable.</p> <p>4.5. If the application(s) are used in combination with incorrect or faulty hardware (hosting), the client cannot claim any warranty.</p> <p>4.6. The client is obliged to indemnify and hold harmless MOVE for any and all third-party claims for compensation in respect of damage or loss resulting from the supplied application(s).</p> <p>4.7. If MOVE replaces parts of the application(s) to comply with its warranty obligations, the older version of the application(s) shall become its property and must be returned to MOVE by the client.</p> <p>5. COPYRIGHT INFRINGEMENT</p> <p>5.1. MOVE shall take measures against any party that in any way infringes its copyrights or third-party copyrights, or its intellectual property rights, as expressed in the application(s) supplied by MOVE and the accompanying documentation.</p> <p>5.2. In the event of infringement of the copyright MOVE shall have the right to impose a penalty of € 200,000 per established infringement, plus € 10,000 for each day the infringement continues.</p> <p>6. TERMINATION</p> <p>6.1. The licence is granted for the period stated in the agreement and is automatically extended for a period of one year, except if the agreement is terminated in writing by one of the parties at least three months before the end of the (extended) agreement. Furthermore either party may terminate the agreement with immediate effect and without judicial intervention, by registered letter, without prejudice to the other rights of the parties under the Licensing Agreement or otherwise, if:</p> <p>a. one of the parties fails to fulfil any obligation under the Licensing Agreement, except in the case of force majeure;</p> <p>b. one of the parties files for bankruptcy or is declared bankrupt, is wound up, is granted a moratorium and/or any assets are seized under a warrant of execution.</p> <p>6.2. In the event of termination of the Licensing Agreement pursuant to article 6.1 paragraph 1 the party taking the initiative shall compensate the other party for all costs resulting from the termination of the Licensing Agreement.</p> <p>6.3. Within fourteen days of termination of the Licensing Agreement the client must return or destroy the application(s) and all copies that it received from MOVE or that the client made of the application(s), as well as all documents relating to the application(s), in accordance with the instructions of MOVE, and confirm this in writing to MOVE, unless the client has obtained MOVE's prior written permission to keep a file copy of the application(s).</p> <p>7. LICENCE FEE</p> <p>7.1. The monthly licence fee for use of the application(s) is payable within the number of days specified in the Cooperation Agreement, unless agreed otherwise in writing between the parties.</p> <p>7.2. A new licence fee shall be payable if the client wants to install the application(s) on another virtual web server and/or domain name or wants to use the application(s) at companies other than the client's company. If the system on which the application(s) run is not operational or needs to be repaired, the client shall report this to MOVE in order to obtain permission to temporarily run the application(s) on another system.</p> <p>8. FINAL STIPULATIONS</p> <p>8.1. If the client fails to strictly fulfil any obligation under an agreement with MOVE, MOVE shall be entitled to suspend the fulfilment of all its obligations towards the client and even to consider all agreements with the client to be terminated in whole or in part, without a notice of default and/or judicial intervention being required, without prejudice to MOVE's right to compensation. All claims of MOVE on the client shall be immediately due and payable.</p> <p style="text-align: right;">© MOVE B.V. 2016.</p>
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