

## Conditions for Use VNAB Sanctiepl@tform

Version 2.0 (April 2019)

### 1. Definitions

- 1.1. In the context of these conditions the following terms are understood to mean:
- (a) Conditions for Use: these conditions for use VNAB Sanctiepl@tform and any subsequent versions thereof;
  - (b) Intellectual Property Rights: patents, trademarks, services trademarks, model rights, copyrights, database rights, trade or business names and other similar rights or obligations, including all registrations and rights to their registrations;
  - (c) User: the natural person employed by or working for a Relationship with whom VNAB has concluded the VNAB Services Agreement under which this natural person is authorised to use the Sanctiepl@tform;
  - (d) Relationship: a VNAB member or partner who has concluded the VNAB Services Agreement with VNAB under which they have access to the facilities and services provided by VNAB;
  - (e) Content Provider: a non-VNAB-related natural person or legal entity providing Content Services on or via the Sanctiepl@tform, like Dun & Bradstreet;
  - (f) Content Services: the information and services provided by or through the Content Provider on the Sanctiepl@tform, including the consultations by Dun & Bradstreet in order to identify the Ultimate Beneficiary Owner (UBO);
  - (g) VNAB: *Coöperatieve Vereniging Nederlandse Assurantie Beurs U.A.* (Dutch Insurance Exchange Association) as well as its legal successors;
  - (h) Confidential Information: all business economics-related, technical, financial and other information that is in any shape or form provided or disclosed by VNAB via the Sanctiepl@tform. Confidential Information will not be understood to mean information that: i) is already generally and freely available in the public domain or will be made available as such, other than by a violation of these Conditions for Use or by a third party that is bound by a similar confidentiality obligation in respect of such information; (ii) was legitimately obtained by the Relationship prior to receipt thereof via VNAB; or (iii) the Relationship received from a third party that is not bound by any confidentiality obligation in respect of such information.

(i) Sanctiepl@tform: the facility provided by VNAB that is linked to the URL <https://sanctieplatform.nl> or any other website chosen by VNAB for this facility.

1.2. In the context of these Conditions for Use, “you” is understood to mean the User and “your” is interpreted accordingly.

## **2. Application and access to the Sanctiepl@tform**

2.1. To access the Sanctiepl@tform, you received a log-in code and a password from VNAB. By providing these log-in details, VNAB grants you a non-exclusive right of use of the Sanctiepl@tform. If you did not arrange an explicit term to this right of use with VNAB, the term of the right of use is limited to the term of validity of the provided log-in details.

## **3. Use and availability of the Sanctiepl@tform**

3.1. VNAB will strive for constant and uninterrupted availability of the Sanctiepl@tform. However, VNAB does not guarantee its actual availability and declines all liability in this respect.

3.2. VNAB is not responsible for your Internet Service Provider’s communication services, nor for the availability of the Sanctiepl@tform via these communication services. All expenses for access to and use of the communication services provided by your Internet Service Provider are for your account.

## **4. Your obligations**

4.1. You guarantee that your use of the Sanctiepl@tform will not infringe third-party rights, be against or constitute a failure to comply with the law, rules and regulations or any judgment, contract or the articles of association of a company you are connected to.

4.2. You will observe strict secrecy about your user name and password and you will change the password if required on account of your responsibility for the protection of your user name and password.

4.3. You remain responsible for your user name and password and for the use of the Sanctiepl@tform, regardless of the circumstances. If a third party may have obtained access to the Sanctiepl@tform using your user name and/or password, or in case of loss thereof, you are obliged to notify VNAB forthwith.

4.4. While using the Sanctiepl@tform, you will comply with these Conditions for Use, as well as with the procedures and instructions for use as set out on [www.vnab.nl](http://www.vnab.nl). You accept your responsibility for the full compliance on your part with the laws applicable to access to and use of the Sanctiepl@tform.

- 4.5. You acknowledge that all Intellectual Property Rights in connection with the Sanctiepl@tform and the information provided on the Sanctiepl@tform (continue to) rest with VNAB or the rightful owner.
- 4.6. You will inform VNAB forthwith of any change in your contact details, such as name and address, and/or any other relevant change.

## 5. Liability and indemnification

- 5.1. The use of the Sanctiepl@tform is entirely for your account and at your risk. You acknowledge and accept that VNAB compiles and provides information, including Content Services, on the Sanctiepl@tform, but that VNAB is not an advisory body. VNAB is neither responsible for Content Services, nor for any act or failure to act of the Content Providers or the Relationships.
- 5.2. VNAB is not liable for any loss or damage you incur related to the use of the Sanctiepl@tform, including but not limited to any loss or damage resulting from the use of the Services, the information provided on the Sanctiepl@tform or transactions effected in connection with Content Services provided on the Sanctiepl@tform. On no account is VNAB liable for any consequential, indirect, financial, special or additional loss or damage.
- 5.3. VNAB is not liable towards you for any loss or damage if VNAB is unable to let you use the Sanctiepl@tform as a result of any cause that is reasonably considered to be beyond VNAB's control, including but not limited to:
  - (a) the unavailability of the connection with the Sanctiepl@tform;
  - (b) incompleteness, corruption, errors, delays or interruptions in data transmission or communication as a result of failure or malfunctioning of data communication channels, data becoming unreadable, loss of data during transmission or reading errors as a result of any cause, direct or indirect power failure or failure of equipment, data processing and communication systems or transmission connections; and,
  - (c) improper or unauthorised use of the Sanctiepl@tform by you or third parties.
- 5.4. The limitation of liability as described in this article, does not apply to loss or damage resulting from a wilful act or deliberate recklessness of VNAB or its senior management.
- 5.5. You will permanently indemnify VNAB against all loss or damage resulting from any infringement by you on the rights of VNAB or the rights of third parties, any failure to keep your user name and/or password secure, and all third-party claims resulting from or related to your use of the Sanctiepl@tform.

## 6. Suspension and termination

- 6.1. VNAB reserves the right to block and/or permanently invalidate your right of use and your access to the Sanctiepl@tform, if VNAB has reason to assume that you fail or will fail to comply with any obligation under the Conditions for Use. This right of VNAB applies in addition to the rights of VNAB under the VNAB Services Agreement.

## 7. Confidential Information

- 7.1. You will observe strict secrecy in respect of the Confidential Information and will, without VNAB's prior written permission:
- (a) not distribute, disclose or circulate any Confidential Information to or among anyone but your own employees or advisers who need to have knowledge of such information for the purposes for which the Confidential Information is provided, other than via the facilities made available to you by VNAB via the Sanctiepl@tform;
  - (b) treat Confidential Information with the same due care as it observes with respect to its own information of equal importance that must be treated confidentially;
  - (c) use the Confidential Information solely for the purposes for which such Confidential Information was disclosed to VNAB and not use it for the benefit of third parties.
- 7.2. The confidentiality obligations as described in article 7.1 will continue to apply following expiry of your access right to the Sanctiepl@tform.

## 8. Adjustment of Conditions for Use

- 8.1. VNAB may adjust or add provisions to these Conditions for Use. In that case VNAB will strive to advise you at least ten (10) calendar days before the effective date of the relevant adjustment of these Conditions for Use, unless this is in fairness not possible under the circumstances.
- 8.2. Adjustments as a result of amendments to Acts may become effective immediately. Other adjustments based on this article, become effective on the advised date.

## 9. Choice of law, disputes and sundries

- 9.1. These Conditions for Use are governed by Dutch law.
- 9.2. You agree to try to resolve any dispute arising from the use of the Sanctiepl@tform in close consultation with VNAB. Should such attempt fail, you consent to all disputes concerning these Conditions for Use in the first instance being submitted to the jurisdiction of the competent court in Rotterdam.

- 9.3. The articles in the Conditions for Use that are by their nature intended to continue in force, including but not restricted to article 5 (Liability and Indemnification) and article 7 (Confidential Information), remain effective after termination of your use of the Sanctiepl@tform.
- 9.4. Neither party is allowed to transfer its rights, advantages and/or obligations under these Conditions for Use without the prior written permission of the other party.
- 9.5. If any provision of the Conditions for Use is judged invalid or non-binding, this will not prejudice the other provisions of the Conditions for Use.