

## **Terms of Use Holland Media Bank**

### **1. PURPOSE OF HOLLAND MEDIA BANK**

- 1.1 The Holland Media Bank is a resource of images for the primary purpose of promoting the Netherlands nationally and internationally.

### **2. DEFINITION**

- 2.1. When used in these Terms of Use and in addition to other terms elsewhere defined, the following terms shall have the meaning indicated, unless the context otherwise requires
- 2.2. "Account" or "User account" means an account, containing personal data, gives a person access to the Holland Media Bank.
- 2.3. "Holland Media Bank" means the password protected area of the NBTC website through which the NBTC Assets are made available to the User.
- 2.4. "NBTC" means the Foundation established under the laws of The Netherlands and registered with the Chamber of Commerce Haaglanden under number 27192610 having its registered office at Prinses Catharina Amaliastraat 5, 2496 XD, The Hague, The Netherlands.
- 2.5. "NBTC Assets" means the images, moving or non-moving visual material or any and all other content made available by NBTC at the Holland Media Bank pursuant to these Terms of Use.
- 2.6. "Terms of Use" means these Terms of Use which are applicable to the relation between NBTC and the User. By registering for the Holland Media Bank User acknowledges that it has taken notice of these Terms of Use.
- 2.7. "User" means any natural or legal person that applies to, or registers, or uses the Holland Media Bank. Only users with an User ID and a Password authorized by NBTC may use the NBTC Holland Media Bank and the NBTC Assets. This User right is strictly personal and is not transferable without the written authorization by NBTC.

### **3. TERMS OF USE & ACCEPTANCE**

- 3.1. By accessing the Holland Media Bank the User confirms that it, on acquiring a User ID and a Password from NBTC, has received the Terms of Use, that it has read these Terms of Use and that it accepts to be bound by these Terms of Use and that it shall comply with these Terms of Use.



#### 4. GRANT& ACCESS TO THE HOLLAND MEDIA BANK

- 4.1. For the period that the User has access to the Holland Media Bank, NBTC grants to the User a royalty free, non-transferable, non-exclusive license to use any NBTC Asset in the Holland Media Bank in accordance with the terms of this Terms of Use.
- 4.2. NBTC Assets can only be used by the User to promote Holland in all of its possible aspects, such as but not limited to, the use of the NBTC Assets to promote cities, events, musea, architectural works or any other place or occasion that may be brought to the special attention of the public.
- 4.3. NBTC may at any time and at its discretion terminate access of the User to the Holland Media Bank. When the User is inactive for six months, the account will automatically be deactivated. The license ex clause 4.1 to use the NBTC Assets contained in the Holland Media Bank terminates on the day that the User has no longer access to the Holland Media Bank.
- 4.4. On termination of the access to the Holland Media Bank and of the license granted in clause 4.1, the User shall immediately terminate and all use of the NBTC Assets and NBTC is entitled to take all reasonable technical measures to enforce such denial of access to the Holland Media Bank as well as the withdrawal of the license to use the NBTC Assets. NBTC shall under no circumstance be liable for compensation for any damage suffered as a consequence of the termination of the license to use the NBTC Assets.
- 4.5. NBTC has no obligation to provide a reason for the termination of access to the Holland Media Bank.
- 4.6. Nothing in this Terms of Use shall be construed as a transfer of any intellectual property rights or any other right to the NBTC Assets or any other content, if applicable, of the Holland Media Bank to the User.

#### 5. APPLICABILITY

- 5.1 NBTC reserves the right to amend or change the Terms of Use unilaterally and without prior notice. NBTC will inform the User of any changes or alterations by announcing these on the webpage that contains the login screen to the Holland Media Bank; <http://hollandmediabank.com>.
- 5.2 If and when the User does wish to accept such amendment of the Terms it shall notify NBTC thereof in writing no later than three months from the date of such change. NBTC shall than terminate



access to the Holland Media Bank.

## 6. INTELLECTUAL PROPERTY

- 6.1. Unless stated otherwise, NBTC is the legitimate owner of, or has the legitimate right to use, the NBTC Assets protected by intellectual property rights which are contained in the Holland Media Bank.
- 6.2. The User agrees that it shall not remove, obscure or alter any content contained in the Holland Media Bank, nor shall it remove, obscure or alter any proprietary rights notices which may be affixed to the NBTC Assets.
- 6.3. The User is not allowed, without prior written authorization by NBTC to establish a link, deep link or gateway between the Holland Media Bank and any other (web)site, (meta) search engine or computer network.
- 6.4. The User warrants that it shall not grant any rights to the use of the NBTC Assets to any third party.
- 6.5. The User procures that, where reasonably possible, it shall have the NBTC assets accompanied by a copyright notice ©.
- 6.6. Unless stated otherwise, the trademarks and trade names depicted on the Holland Media Bank are the registered trademarks of NBTC. The User is prohibited to use the trademarks and trade names depicted throughout the Holland Media Bank.

## 7. WARRANTIES AND UNDERTAKINGS

- 7.1. The User represents, warrants and undertakes to NBTC that it shall comply entirely with all applicable laws and regulations in relation to the Holland Media Bank and / or any service offered via the Holland Media Bank.
- 7.2. Since NBTC and its Holland Media Bank are dependent on contributing third parties that provide materials to NBTC on a voluntary or non-voluntary basis, NBTC does not make any express or implied warranty to the effect that the NBTC Assets do not infringe on any intellectual property rights or any other rights of third parties.

## 8. LIMITATION OF LIABILITY

- 8.1. NBTC will use its reasonable endeavours to keep the content of the Holland Media Bank up-to-date. Despite this care and attention, it is possible that the contents may be incomplete and / or incorrect. NBTC accepts no liability for any damage that may be



caused in this regard.

- 8.2. NBTC is not liable for any damage, whether direct or indirect, that is caused or that threatens to be caused and that arises from or is connected to the use of the NBTC Assets, the Holland Media Bank or with the inability to consult the Holland Media Bank.
- 8.3. NBTC may alter or discontinue or give instructions to alter or discontinue the Holland Media Bank at its own discretion and without prior notice to the User. NBTC is not liable for any damage that may be caused by such alteration or discontinuation of the Holland Media Bank.
- 8.4. NBTC is not responsible or liable for the contents of any documentation or file of a third party that appears to be connected to NBTC, in particular but not limited to the use of NBTC Assets by this third party. The exclusion of liability by NBTC as specified in this Clause does not apply in case of gross negligence or intention on the part of NBTC.
- 8.5. Despite the efforts of NBTC to ensure that the Holland Media Bank is available 24 hours a day, NBTC will not be liable for damage resulting from any temporary or, in case of discontinuation, permanent inaccessibility of the Holland Media Bank.
- 8.6. The User shall be responsible for the purchase, use and maintenance of each and any equipment needed to access and use the Holland Media Bank. NBTC shall not be liable for any damages to the User's equipment resulting from or during the use of the Holland Media Bank.

## 9. PRIVACY STATEMENT

9.1. NBTC is committed to preserving User's right to privacy. By registering and using the Holland Media Bank NBTC will collect some personal information (such as name, organisation, or email address). NBTC will not use the personal information for marketing or promotional purposes other than to inform you on the development of the Holland Media Bank.

9.2. NBTC shall not put any personal information of the User at the disposal of any third party without the prior consent of the User.

## 10. SEVERANCE

10.1. In case these Terms of Use or part thereof will be declared fully, or partially, unlawful, void or otherwise unenforceable, the other terms of this Terms of Use will remain in force and, in relation to the unenforceable terms, the User and NBTC are considered to have



agreed terms on the subject which, in intent and result, are as close as possible to the terms determined unlawful, void or unenforceable and which are lawful, valid and enforceable.

## 11. GOVERNING LAW AND DISPUTES

11.1 These Terms of Use and any other Agreement between NBTC and the User, if applicable, shall be construed under and shall be governed by the laws of The Netherlands. All disputes regarding or resulting from the relation between NBTC and User that cannot be settled amicably will be exclusively submitted to the district court in The Hague, The Netherlands.



**NBTC**  
Holland Marketing