

# **General Terms and Conditions<sup>1</sup>**

## **Onemeeting B.V.**

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## **Location**

1 January 2025

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<sup>1</sup> Onemeeting can be contacted for any questions related to these general terms and conditions.

## CHAPTER 1 - GENERAL

### Article 1 Definitions

In these general terms and conditions the following concepts are used:

- 1.1 *Offer*: the offer(s) provided by *Onemeeting* to the *applicant* on the basis of his *application*.
- 1.2 *Application*: an *application* made by the *applicant* to *Onemeeting* – either via *Onemeeting.com*, or via the *Meeting Expert(s)* – for the provision of *offer(s)* for the purpose of the *application* made by the *applicant*.
- 1.3 *Applicant*: the natural person(s) and/or legal entity (entities) who/which via *Onemeeting*, specifically via the online platform *Onemeeting.com* or via personal contact with *Meeting Expert(s)*, make/makes an *application* to a *location partner*; following which, on the basis of a *business agreement* concluded between the *location partner* and *Onemeeting.com* or *invoicing guidelines*, an *offer* is applied for to be provided via *Onemeeting* if space is available.
- 1.4 *Account*: an account whereby the *location partner*, by means of a general access domain with login name and password to be provided by *Onemeeting* – in conformity with the provisions of these general terms and conditions can acquire access to the secured environment of *Onemeeting.com*, all this as referred to in article 13.6 of these general terms and conditions.
- 1.5 *Activate agreement*: the agreement that comes into effect between *Onemeeting* and the *location partner*, on the basis of these general terms and conditions, arrangements regarding the online mention of the location partner combined with any additional marketing services, on the basis of chapters 1, 2, 5 and 6 of these general terms and conditions.
- 1.6 *Cancellation*: the written or digital notification from the *booker* via *Onemeeting* to the *location partner* that the *booker(s)* will wholly or partly use one or more agreed catering services.
- 1.7 *Best Available Rate (BAR) prices*: are variable prices that the *location partner* states per application to *Onemeeting* for its *locations*.
- 1.8 *Intermediary agreement*: an agreement between the *booker(s)* and *Onemeeting*, whereby *booker(s)* give to *Onemeeting* the assignment to provide intermediary activities on behalf of the *booker(s)* in order to bring into effect in accordance with the *booking a catering agreement* between the *booker(s)* and the *location partner(s)*.
- 1.9 *Booking confirmation*: the *booking confirmation* and the *catering agreement* which *Onemeeting* is notified of by the *location partner*, which will be communicated by *Onemeeting* to the *booker(s)* in a specific format.
- 1.10 *Booker(s)*: the natural person(s) and/or legal entity (entities) who/which concluded one or more *catering agreement(s)* due to the *booking*.
- 1.11 *Booking*: the choice of acceptance which *Onemeeting* is notified of by the *applicant* of the *offer* set out in the *offer* in combination with the entering into of the *intermediary agreement* between the *applicant* and *Onemeeting*.
- 1.12 *Booking value*: the total price set out in the *offer(s)*, which has/have resulted in the *booking*, or which can be deduced therefrom, excluding the administrative costs. For determining the booking value the offer(s), which have resulted in a booking, but for which the service has not yet been provided and/or has not yet been paid, are also included.
- 1.13 *Business agreement*: the agreement that comes into effect between *Onemeeting* and the *location partner*, on the basis of these general terms and conditions, additional arrangements regarding commission and any additional services, on the basis of chapters 1, 2, 3, 5 and 6 of these general terms and conditions.
- 1.14 *Commission*: the payment owed by the *location partner* for the services of *Onemeeting*. This concerns the booking services (Business) as well as the Connected services (C), and can apply in addition to a payment for marketing services such as Activate (A).
- 1.15 *Connected agreement*: the agreement that comes into effect between *Onemeeting* and the *location partner*, on the basis of these general terms and conditions, additional tailor-made arrangements regarding the marketing, reservations and administrative records of the location partner, on the basis of chapters 1, 2, 3, 4, 5 and 6 of these general terms and conditions.

- 1.16 *Invoicing guidelines*: the guidelines for setting the invoicing process as efficiently as possible, so that the bookers/applicants as well as the location partners are as quickly and completely provided with the required information.
- 1.17 *Guest*: the natural person(s) and/or legal entity (entities) who/which will actually use the services at the *location* agreed on the basis of the *catering agreement(s)*.
- 1.18 *User(s)*: an owner and/or an employee (or otherwise an employee or third party working for the location *partner*) of the *location partner* who via the *location partner* and at the expense and risk of the *location partner* uses *Onemeeting.com*.
- 1.19 *Right of Use*: the right of access and the right of use of the secured environment of *Onemeeting.com*, which can be exclusively approached via an access domain with a login name and password, as further described in article 13.1 of these general terms and conditions, which *Onemeeting* provides to the *location partner* who purchases a Connected service and who therefore has an *account* on the basis of a *connected agreement* for using this environment of *Onemeeting.com*.
- 1.20 *Catering agreement*: the agreement between the *location partner(s)* and the *booker(s)*, which comes into effect by means of the *booking*.
- 1.21 *Intellectual Property Rights (also referred to as: 'IP rights')*: all intellectual property rights also including, but not exclusively, copyrights, trademark rights, trade name rights, database rights and domain names rights and/or rights corresponding and/or related thereto, in the Netherlands and abroad, whether or not registered. *Intellectual Property Rights* also include, but not exclusively, applications with regard to and/or claims to such rights and/or licences, whether or not implicitly provided.
- 1.22 *Location*: the physical spaces of the *location partner*, which are available (such as, but not limited to, meeting rooms, event halls, lobbies, congress halls, theatres, hotel rooms) as well as the services to be provided in addition by the *location partner*.
- 1.23 *Location page*: an online webpage where the *location* is described on *Onemeeting.com*.
- 1.24 *Location partner*: the natural person or legal entity, who/which runs his/its business in the provision of catering services, who/which can make one or more locations available and who/which provides *Onemeeting* with a power of attorney to conclude *catering agreements* on their behalf between the *location partner* and *bookers* and/or who/which provide *Onemeeting* with the assignment and/or permission to publish information regarding their *location(s)* on *Onemeeting.com*.
- 1.25 *Meeting Expert*: the employee of *Onemeeting* who deals with the *application* from an *applicant* and contacts one or more *location partners* with the objective of providing for the need on the part of the *applicant* and to ensure the accomplishment of a *catering agreement*.
- 1.26 *No show*: the situation when, by or on behalf of the *booker(s)* and without *cancellation*, no use is made of a service on the basis of a *catering agreement*.
- 1.27 *Offer*: the written or digital proposal from the *location partner* following the *application* for an *offer*.
- 1.28 *Application for an Offer*: an application from *Onemeeting* to a *location partner* to acquire an offer addressed to the *applicant*, however, to be issued to *Onemeeting*, that meets the *application* or, if this is not possible, meets the *application* in the best possible way.
- 1.29 *Onemeeting*: the private limited company Onemeeting, registered with the Chamber of Commerce under number 31040772.
- 1.30 *Onemeeting.com*: the online platform of *Onemeeting*, where the *location partners* can promote and/or offer their services and (insofar as applicable) where the *applicant(s)/booker(s)/guest(s)* can discover, search and compare the services offered on this platform, and can make an *application/booking*, as well as where the catering agreements between the location partner and the booker can be concluded. The *applicant/booker* has the choice on this platform to generate an account, or to fill in a web form for making an *application/booking*, following which the (catering) agreements between the *partner location* and the *booker* can be concluded, as referred to in article 5.2 and 9.2 and 9.3 of these general terms and conditions.
- 1.31 *Personal data*: all information regarding an identified or identifiable natural person (the 'data subject'), as referred to in article 4, under 1, of the GDPR.

- 1.32 *Uniform Conditions for the Hotel and Catering Industry*. The Uniform Conditions for the Hotel and Catering Industry, as filed with the Chamber of Commerce in Woerden and registered there under number 40482082.
- 1.33 *Documentation*: the description of the functionalities and possibilities for use of *Onemeeting.com* is provided in any manner whatsoever, whether or not in electronic form, by *Onemeeting* to the location partner.

## 1. Article 2 When do the general terms and conditions apply?

- 2.1 These general terms and conditions apply to the relationship between *Onemeeting* and the *location partner* and form part of every (legal) act related to, but not limited to, a *connected agreement*, *business agreement*, *activate agreement* or *catering agreement*, including the pre-contractual stage (from an *application*).
- 2.2 The *Uniform Conditions for the Hotel and Catering Industry* additionally apply and form part of every (legal) act related to, but not limited to, a *connected agreement*, *business agreement*, *activate agreement*, or *catering agreement*, including the pre-contractual stage (from an *application*), with the exception of insofar as the present general terms and conditions, *connected agreement*, *business agreement*, or *catering agreement* do not derogate therefrom. Art. 2.1 of the Uniform Conditions for the Hotel and Catering Industry do not apply and cannot be relied on. The *location partner* is familiar with the content of the *Uniform Conditions for the Hotel and Catering Industry* and states to have the possession thereof and not to require additional submitting thereof.
- 2.3 Derogations from these general terms and conditions will only be valid insofar as these have been expressly accepted in writing by *Onemeeting*. As soon as a successive agreement is concluded (*business agreement*, *activate agreement*, *connected agreement*, *catering agreement*) the derogation or the derogations *will* lapse, unless these are once again expressly agreed.
- 2.4 In the event of conflict between a provision of the following agreements, the agreement first mentioned below will prevail:
- *Processing Agreement*
  - *catering agreement*
  - *connected agreement*
  - *business agreement*
  - *activate agreement*
  - these general terms and conditions
  - *the Uniform Conditions for the Hotel and Catering Industry* (which is in derogation from article 2 of the Uniform Conditions for the Hotel and Catering Industry).
- 2.5 The present general terms and conditions apply expressly with the exclusion of all other general terms and conditions, with the exception of the *Uniform Conditions for the Hotel and Catering Industry*, insofar as the provisions of subclause 2 apply. If, in addition, other terms and conditions still apply, the present general terms and conditions of *Onemeeting* will prevail in the event of conflict.
- 2.6 If the *location partner* wishes to set out further (general) terms and conditions, these further (general) terms and conditions will only apply if these have been expressly accepted in writing by *Onemeeting*.
- 2.7 If one or more provisions of these general terms and conditions or the *connected agreement* or the *business agreement*, or the *activate agreement*, or the *catering agreement* is/are null and void or voidable, parties will enter into consultation and will agree to a permitted provision, which will as much as possible approach the meaning and effect of the original provision, for the replacement of the original provision. In that case the other provisions will remain in unaltered effect.
- 2.8 If in this agreement mention is made in chapters 1, 2, 4 and 5 of *business agreement(s)*, this must be read as also *activate agreement(s)* and *connected agreement(s)*.
- 2.9 There is no order of priority between the chapters of these terms and conditions. These must be understood in mutual coherence.

## Article 3 Intellectual Property Rights

- 3.1 All *IP rights* with regard to *Onemeeting.com* – also including, but not exclusively, the 'look and feel' (including the infrastructure) of *Onemeeting.com*, and the assessment of the *booker(s)* and/or the *guest(s)* and translated texts – exclusively accrue to *Onemeeting* and/or its licensors. These general terms and conditions as well as the *activate*

*agreement, business agreement* and/or the *connected agreement* expressly do not entail the entire or partial transfer of the *IP rights* vested in *Onemeeting.com*. The *location partner* having an *account* on the basis of a *connected agreement* exclusively acquires the right of use of the *IP rights* under the *right of use* as referred to in subclause 13.1.

- 3.2 The *location partner* acknowledges all *IP rights* with regard to *Onemeeting.com* of *Onemeeting* and/or its licensors and will refrain from any form of breach of these *IP rights*. Copying, scraping, (hyper/part) linking, publishing, promoting, trading, integrating, using, combining or using the content (including any translations thereof, the assessments of the *booker(s)* and/or *guest(s)* or the trademark of *Onemeeting* is – without prejudice to the provisions regarding the *right of use* for the *location partner* with a *connected agreement* in these general terms and conditions – not permitted without express permission in writing from *Onemeeting*. Any illegal use or any of the acts and conduct referred to above will constitute a serious breach of the *IP rights* of *Onemeeting* and/or its licensors.
- 3.3 The *location partner* indemnifies *Onemeeting* against all damage and claims by third parties ensuing from breaches of the *IP rights* by or on behalf of the *location partner*.
- 3.4 The *location partner* and the *users* are not permitted to remove or change any indication concerning the *IP rights*.
- 3.5 If the *location partner* notices any breach, of whatsoever nature, of the *IP rights* with regard to *Onemeeting.com* and/or if a third party relies on better or older rights with regard to *Onemeeting.com*, the *location partner* will immediately report this to *Onemeeting*. The *location partner* will, upon the first request from *Onemeeting* provide all possible cooperation – in the broadest sense of the word – in order to help protect the *IP rights* of *Onemeeting* or its licensors or suppliers.
- 3.6 Without express prior permission in writing from *Onemeeting* – which permission *Onemeeting* will never be obliged to give and *Onemeeting* can attach further conditions to – the *location partner* is not permitted to undertake independent action – in whatsoever manner – against potential infringers of the (*Intellectual Property*) rights vested in *Onemeeting.com*, or to put forward a defence – in whatsoever manner – against claims by third parties with regard to *Onemeeting.com*.
- 3.7 If *Onemeeting*, whether or not in cooperation with or on the initiative of the *location partner* (whether or not as referred to in article 17 of these general terms and conditions) (further) develops (new) applications/software/programs, the *IP rights* that will arise in that case will be vested in *Onemeeting* at all times. If, and insofar as, any transfer by the *location partner* of the *IP rights* to *Onemeeting* is necessary, the *location partner* hereby transfers, in advance, its (claims to) the *IP rights* to the newly developed applications/programs/software to *Onemeeting*. If a further (deed) or other legal act is necessary, the *location partner* hereby unconditionally and irrevocably promises to provide all necessary cooperation, at its own expense, to still effect the transfer of the *IP rights* referred to.
- 3.8 In the event that *Onemeeting.com* and/or the *right of use* for the *location partner* with a *connected agreement* breaches third party rights, or in the event that, in the opinion of *Onemeeting*, there is a good chance that such a breach could occur, *Onemeeting* will be entitled to replace or change this on *Onemeeting.com* in such a manner that due to this the breach is eliminated and the functional characteristics of *Onemeeting.com* will be affected as little as is reasonably possible. In any particular case *Onemeeting* will not be obliged in any manner whatsoever to compensation of damage suffered – as a result of this change – by the *location partner* or any third party.
- 3.9 If *Onemeeting* is of the opinion that replacement or change, as referred to in subclause 3.8, is not feasible (commercially or technically), it will be entitled to terminate the *activate agreement, business agreement and/or connected agreement* with immediate effect and to credit the payment still owed by the *location partner* for the provision of service concerned, without being further or otherwise liable in respect of the *location partner* for any damage suffered or costs incurred by the *location partner* as a result of this termination. The payments already made by the *location partner* will under no circumstances be the subject of reversal at the termination of the

*activate agreement, business agreement and/or connected agreement.* No rights accrue to the *location partner* other than those that are described in these general terms and conditions.

#### **Article 4 Condition of use of Onemeeting.com in general**

- 4.1 The *location partner* – and in the event of a Connected service the *users* – are not permitted to modify or decompile *Onemeeting.com*, to reproduce or translate the source code, or to otherwise subject these to reverse engineering.
- 4.2 Under no circumstances whatsoever is the *location partner* – and in the event of a Connected service the *users* – permitted to remove (let remove) or to circumvent (cause to circumvent) the technical facilities of *Onemeeting* and/or its licensors for the protection of *Onemeeting.com*.
- 4.3 The *location partner* will do everything necessary to prevent that *Onemeeting.com*, due to acts or omissions of the *location partner* and/or – in the event of a Connected service the *users*, is infected by viruses, malware, Trojan horses, DDoS attacks and/or similar threats.
- 4.4 The *location partner* guarantees that all data, content, or other material – also including, but not exclusively, photos/images/texts – that the *location partner* – and/or in the event of a Connected service the *users* – provides/provide to *Onemeeting* and/or uploads/upload enters/enter or otherwise delivers/deliver to *Onemeeting.com* that they have the possession of all *IP rights* that can be vested in this data, content, or other material. The *location partner* hereby agrees, or guarantees, to have all the required licences so that *Onemeeting* can process and use all the data, content, or other material, referred to in this subclause, free of charge, unconditionally, unlimited and at its discretion. The *location partner* hereby states to bear full responsibility and liability for any and all legal claims by third parties resulting from the processing or use of the data, content, or other materials, referred to in this subclause.
- 4.5 The *location partner* – and in the event of a Connected service the *users* – are not permitted 1) to place (cause to place) data and/or content on *Onemeeting.com* and/or to make (let make) statements by means of *Onemeeting.com*, which can be in conflict with the law, accepted moral principles and decency, which breach the (*Intellectual Property*) rights of *Onemeeting*, its licensors and/or third parties, or 2) to otherwise act defamatorily or unlawfully vis-à-vis *Onemeeting* and/or third parties by making use of or via *Onemeeting.com*, or 3) to damage in another manner the rights of *Onemeeting* and/or third parties. The *location partner* and the *users* are only permitted to place (let place) data and/or content on *Onemeeting.com*, or to otherwise make (let make) statements by means of *Onemeeting.com*, which are in accordance with the nature of *Onemeeting.com* and – in the event of a *location partner* with an *account* on the basis of a *connected agreement* – the objective for which the *right of use* is provided. The *location partner* indemnifies *Onemeeting* against all damage and claims by third parties insofar as it cannot fulfil the provisions of this subclause.
- 4.6 The *location partner* – and in the event of a Connected service the *users* – are not permitted to use *Onemeeting.com* for placing tests, test requests, system tests or for generating test *accounts*. If the *location partner* – and/or in the event of a Connected service the *user* – wants/want a test *account*, they must contact *Onemeeting*.
- 4.7 *Onemeeting* has at any time the right 1) – in the event of a *location partner* with an *account* on the basis of a connected agreement – to wholly or partly, temporarily or permanently, immediately and without prior warning, refuse access by the *location partner* (and in the event of a Connected service via the *location partner* by the *users*) to *Onemeeting.com* and to remove *accounts* temporarily or permanently as well as 2) to give a warning to the *location partner* – whether or not with an *account* – on the basis of a connected agreement, to terminate the provision of service and/or to adjust, change, or remove the data, content and/or other material placed on *Onemeeting.com* in particular – but not limited to – if:

- the *location partner* – and/or in the event of a Connected service a *user* – acts/act in conflict with the *activate agreement*, *business agreement*, *connected agreement* and/or these general terms and conditions, or – if applicable – if the *account* ends for any reason whatsoever;
  - the *location partner* – and/or in the event of a Connected service a *user* – misuses/misuse *Onemeeting.com*, also including – but not exclusively – installing viruses;
  - the *location partner* – and/or in the event of a Connected service a *user* – acts/act in conflict with third party rights or legislation and regulations;
  - *Onemeeting's* systems are excessively burdened;
  - *Onemeeting* is of the opinion that the acts of the *location partner* – and/or in the event of a Connected service a *user* – can cause damage to or liability for the *location partner* – and/or in the event of a Connected service the *user* – personally, *Onemeeting* and/or third parties;
- all this will be exclusively at the discretion of *Onemeeting*.

Court orders for the removal of data and other material, refusal of the access of the *location partner* – and/or in the event of a Connected service a *user* – or other court orders will be immediately complied with by *Onemeeting*. Substantiated requests from third parties for the removal of (allegedly) unlawful or breach causing data or content will be in principle promptly honoured by *Onemeeting*, but exclusively if *Onemeeting* has been able to establish the unlawful or breach causing nature of the data or content concerned, if it has legitimate reasons to assume that the data or content is unlawful or breach causing. Furthermore, *Onemeeting* will be permitted to temporarily remove the data or content from *Onemeeting.com* in order to investigate a claim, as referred to in the previous sentence. *Onemeeting* will inform the *location partner* as and when necessary of the removal of their data or content (or the data or content of the *user*). Under no circumstances will *Onemeeting* be obliged to refund payments made, or compensation of any damage if a situation occurs, as referred to in this subclause.

- 4.8 Without prejudice to the provisions of subclause 4.7, the *location partner* will incur towards *Onemeeting* an immediately due and payable financial penalty of € 25,000 per breach of the provisions of subclauses 4.1 up to and including 4.7, plus € 1,000 for each day during which the breach continues, without the requirement of any judicial intervention, and without prejudice to all other rights of *Onemeeting*. *Onemeeting* retains the right to claim compensation in full of the damage suffered by it in addition to the financial penalty.

## **Article 5 Ownership of data, content and other material Onemeeting.com**

- 5.1 The *location partner* hereby states and confirms that all data, content, or other material – also including, but not exclusively, photos/images/texts – that the *location partner* – and/or in the event of a Connected service the *users* – provides/provide to *Onemeeting* and/or uploads/upload, enters/enter or otherwise delivers/deliver to *Onemeeting.com* are or will become the property of *Onemeeting.com*. If, and insofar as, any transfer by the *location partner* of the (*IP*) rights of the *location partner* to *Onemeeting* is necessary, the *location partner* hereby transfers, in advance, its (claims to) the (*IP*) rights to the data, content, or other material referred to in the previous sentence to *Onemeeting*. If a further (deed) or other legal act is necessary, the *location partner* hereby unconditionally and irrevocably promises to provide all necessary cooperation, at its own expense, to still effect the transfer of the (*IP*) rights referred to.

## **CHAPTER 2 - ACTIVATE AGREEMENT**

### **Article 6 Nature, scope and performance Activate service Onemeeting**

- 6.1 The provisions of this chapter apply to the Activate services of *Onemeeting* described in the next subclause, which the *location partner* purchases on the basis of the *activate agreement*.

- 6.2 With respect to the Activate service *Onemeeting* provides marketing services for the *location partner* on the basis of an *activate agreement*. In that context the *location partner* has, at the time of the drawing up of these general terms and conditions, a choice between several Activate services. On the basis of the *activate agreement* *Onemeeting* places – depending on the Activate service chosen by the *location partner* – specific data and other information regarding the *location partner* and the *location* on *Onemeeting.com* and keeps this data and other information in accordance with the provisions of the *activate agreement* as well as these general terms and conditions available on *Onemeeting.com*.
- 6.3 *Onemeeting* makes and keeps the online platform *Onemeeting.com* available for the *location partner*; whereby a statement is offered on the *Onemeeting.com* website. *Onemeeting* manages the profile of the *location partner* on *Onemeeting.com*. The *location partner* has the option to let *Onemeeting* place changes and addition, with due regard to the terms and conditions, as referred to in the *activate agreement* and these general terms and conditions.
- 6.4 *Onemeeting* retains the right at any time to limit, refuse, cancel, or terminate the use of *Onemeeting.com* and/or the *Meetings Expert(s)* for the Activate service, in conformity with the applicable terms and conditions.

## CHAPTER 3 - BUSINESS AGREEMENT

### Article 7 Nature and scope of the service

- 7.1 The provisions of this chapter apply to the Business services of *Onemeeting* described in the next subclause, which the *location partner* purchases on the basis of the *business agreement*.
- 7.2 With respect to the Business service *Onemeeting* provides a brokerage service and any invoicing services on the basis of a *business agreement*. *Onemeeting* brokers the coming into effect of *catering agreement(s)* between the *booker(s)* and *location partner(s)*. This brokerage takes place with reference to an *application*. In addition, *Onemeeting* arranges the invoicing of the payment owed for the services of the *location partner*, insofar as this payment is hereinafter included in article 9.
- 7.3 The intermediary activities executed by *Onemeeting* mainly take place as follows:
- The *applicant* makes an *application*;
  - *Onemeeting* makes an *application for an offer* to one or more *location partners*;
  - The *location partner(s)* issue(s) one (or several) *offers(s)* to *Onemeeting*;
  - *Onemeeting* makes an *offer* to the *applicant*;
  - The *applicant* makes a *booking*, as a result of which he (1) becomes a *booker* and (2) enters into an *intermediary agreement* with *Onemeeting* and enters into (3) a *catering agreement* with the *location partner*;
  - *Onemeeting* communicates the entering into of this *catering agreement* and the *booking* to the *location partner*;
  - The *location partner* confirms the *booking* and the entering into of the *catering agreement* to *Onemeeting*;
  - *Onemeeting* communicates this *booking confirmation* to the *booker*;
  - The *location partner* invoices *Onemeeting.com* after the end of the meeting in conformity with the invoicing guidelines of *Onemeeting.com*;
  - Thereupon *Onemeeting* invoices the *booker/applicant*.
- 7.4 The *location partner* gives a power of attorney to *Onemeeting* to conclude on its behalf *catering agreements* between the *location partner* and the *booker(s)*. *Onemeeting* concludes these *catering agreements* in conformity with the availability and price included in the *offer*.
- 7.5 *Onemeeting* functions as an intermediary, which means that the *booker(s)*, by means of approving an *offer*, enters/enter into a (contractually binding) relationship with *Onemeeting* (consisting of the *intermediary agreement*) as well as with the *location partner* (consisting of the *catering agreement*). *Onemeeting* is not a party to the *catering agreement(s)* that are concluded between the *location partner(s)* and the *booker(s)*.
- 7.6 *Onemeeting*, as the intermediary, exclusively arranges the conclusion of the *catering agreement* and the invoicing of the *booking*, unless agreed otherwise in writing between *Onemeeting* and the *location partner(s)* or between *Onemeeting* and the *booker(s)*. *Onemeeting* is therefore not responsible in any manner whatsoever for the services to be provided by the *location partner(s)* to the *booker(s)* and/or *guest(s)* in the context of the *catering agreement(s)*, or for other services to be provided by the *location partner(s)* to the *booker(s)* and/or *guest(s)*.



7.7 Nevertheless, *Onemeeting* retains the right to cancel a *booking*.

## Article 8 Further obligations

- 8.1 *The location partner* will be responsible for ensuring at its own expense and risk that the applicable regulations, including municipal regulations and regulations with regard to the mains services, are complied with at the *location*. The applicable regulations are taken to mean the current regulations intended for the duration of the *business agreement*. The *location partner* indemnifies *Onemeeting* against any breaches and/or omissions in this respect.
- 8.2 *Onemeeting* and the *location partner* will only be bound by the *business agreement* if this has been signed (substantively unaltered) by the *location partner* and sent back and received by *Onemeeting*.
- 8.3 The *business agreement* comes into effect from the first day of the next month. This is therefore regarded as the commencement date of the *business agreement*.
- 8.4 With regard to the *business agreement(s)* Section 89 and 228 Book 6 of the Civil Code are excluded.
- 8.5 *The location partner* has the right to unilaterally terminate the *business agreement*, provided that a (notice) period is observed hereby, as set out in the *business agreement*. If the *location partner* notifies *Onemeeting* of his wish to terminate the *business agreement*, *Onemeeting* will retain the right, but will not be obliged, to keep the *location page* on *Onemeeting.com* accessible online for (potential) *bookers*.
- 8.6 *Onemeeting* has the right to terminate the *business agreement* with immediate effect, without judicial intervention and without notice of default (default is therefore immediately assumed), by means of a registered letter, if:
- a. the other party has taken a decision for the dissolution of the legal entity or enterprise;
  - b. bankruptcy is petitioned or granted with regard to the other party or, whether or not provisional, moratorium is applied for or granted;
  - c. the other party is in a force majeure situation that has lasted longer than 10 days;
  - d. the arrangements ensuing from the *business agreement* are not adhered to.
- 8.7 In the event of termination by *Onemeeting*, as referred to in the previous subclause of this article, the *location partner* will repay to *Onemeeting* any undue payments made, plus the statutory interest from the day on which this has been paid.

## Article 9 Offer, price and catering agreement

- 9.1 The *location partner* will provide an offer after an *application for an offer* of *Onemeeting* if the *location partner* has space available).
- 9.2 There will not be an *application* if the following provisions are not complied with.
- 9.3 *Offer(s)* is/are complete and provided with all specifications and *documentation*, which are requested or otherwise necessary with respect to the *application for an offer*. *Offer(s)* will expressly refer to the *application for an offer* with reference to which the *offer* will be issued. The *offer* will in any event set out:
- a. Location
  - b. Date/dates
  - c. Number of persons
  - d. Price breakdown
  - e. Total price plus vat breakdown
- 9.4 *The location partner* will set out every derogation with regard to the *application for an offer* or these general terms and conditions, even if these are of minor significance, expressly and unambiguously in the *offer(s)*, using the words "in derogation from", in the absence of which *Onemeeting*, the *guest(s)* and *booker(s)* can assume that

- in the *offer* everything is offered, which pursuant to the *application for an offer* has been requested and that it has not been envisaged to derogate from the *application for an offer*.
- 9.5 The *location partner* guarantees towards the *guest(s)/booker(s)* as well as *Onemeeting* that the *location* referred to in the *offer* will be available on the dates and times referred to in the *offer*.
- 9.6 The term of validity of an *offer* is 21 days. An *offer* is irrevocable during the term of validity.
- 9.7 The price referred to in the *offer* is fixed. This means that the *location partner* will be obliged to apply this price in the *booking (confirmation) and the catering agreement*. Any provisional sums will only be eligible for payment if the provisions of 9.8 are fulfilled.
- 9.8 Extras can only be purchased on account at the *location* and charged via *Onemeeting*, if these extra costs are signed for by a mandatory. A person can only be a mandatory if this mandate and the person are expressly named via *Onemeeting* and specifically described in this mandate.
- 9.9 The provisional sums whereby derogation is made from the provisions of 9.7 and 9.8 can only take place by means of a further *catering agreement* via *Onemeeting*.
- 9.10 If the *offer* sets out further specific terms and conditions (whether or not related to the *location*), the *location partner* must set out these terms and conditions expressly and noticeably in the *offer(s)* and the *booking(s) confirmation*, at the risk of forfeiting the right of the *location partner* to be able to rely on these terms and conditions.
- 9.11 The *catering agreement* between the *booker(s)* and the *location partner* comes into effect at the time at which *Onemeeting* receives the approval from the *booker(s)* of the *offer(s)* to the *location partner(s)*.
- 9.12 The *booker(s)* will be obliged to make the payment of the price confirmed to the *booker(s)* in the aforesaid *offer*, as well as the provisional sums and extras, referred to in article 9.8 and 9.9, to *Onemeeting*, unless expressly agreed otherwise in writing.
- 9.13 *Onemeeting* will be obliged to pay the price in the aforesaid *offer*, confirmed to the *booker(s)*, to the *location partner*, insofar as paid by or on behalf of the *booker* to *Onemeeting*, less the *commission* and administrative costs of *Onemeeting*. *Onemeeting* will be entitled to set-off the *commission* and administrative costs owed (or that will be owed) by the *location partner* to it, whether or not due and payable, against the amount paid by or on behalf of *booker(s)*. *Onemeeting* will not be obliged to directly pay the price to the *location partner* if this has been expressly agreed in writing.
- 9.14 If the *offer(s)*, the *application*, the *booking*, or the *booking confirmation* contains/contain inaccuracies, the *location partner* must report this within three days after the dispatch of the *offer* or *booking confirmation* or receipt of the (notification of the) *application* or *booking*, in writing or digitally to *Onemeeting*, in the absence of which the *location partner* cannot rely in respect of *Onemeeting*, or in respect of the *bookers and/or guest(s)* on these inaccuracies. This notification must in all cases take place prior to the meeting/the performance of the *catering agreement(s)*.
- 9.15 The provisions of the previous subclause also apply to incorrect setting out, or failure to set out, any (specific) terms and conditions of the *location partner* in the *offer(s)* and *booking confirmation*.
- 9.16 The Uniform Conditions for the Hotel and Catering Industry apply to all reservations, supplemented with the general terms and conditions of *Onemeeting*. In addition, in some cases the specific terms and conditions of the *location partner* will apply insofar as these are expressly set out in the *offer* and in the *booking confirmation*.

## Article 10 Goods and services

- 10.1 The *location partner* undertakes to provide the *guest(s)* with accommodation in conformity with the quality and expectations that the *booker(s)* and the *guest(s)* can reasonably have on the basis of the published data and other information given. The *location partner* indemnifies *Onemeeting* against all claims by the *booker(s)* and *guest(s)* in this respect.

- 10.2 *The location partner* undertakes to immediately inform *Onemeeting*, if and as soon as the *location partner* becomes aware of the fact that the *guest(s)* and/or *booker(s)* is/are dissatisfied with the performance of the *catering agreement(s)*. *The location partner* will be obliged, at its own expense, to do everything necessary to ensure that the *guest(s)* and/or *booker(s)* will still be satisfied with the performance of the *catering agreement(s)*, unless the dissatisfaction of the *guest(s)* and/or *booker(s)* is the result of a circumstance that is at the risk of the *guest(s)* and/or *booker(s)*.
- 10.3 *The location partner* guarantees that, during the term of the *business agreement* and the *catering agreement* all regulations (including regulations in the field of security and having the possession of the required permits or exemptions) required for the performance of the *business agreement* and the *catering agreement(s)*.
- 10.4 Upon request from *Onemeeting* the *location partner* will be obliged to provide *Onemeeting* promptly and free of charge with all data, which *Onemeeting*, pursuant to the applicable regulations, must include in its publications, or must otherwise inform the *booker(s)* and/or *guest(s)* of.
- 10.5 *The location partner* undertakes to immediately inform *Onemeeting* of any expected or intended changes in the delivery of goods or services to *Onemeeting* and/or the *booker(s)* and/or *guest(s)*, which are of significance for the *business agreement* concluded between *Onemeeting* and the *location partner* and/or the *intermediary agreement* concluded between *Onemeeting* and the *booker(s)* and for the *catering agreement(s)* concluded or to be concluded between the *booker(s)* and the *location partner* and/or to be able to provide a catering service.
- 10.6 *The location partner* undertakes to leave the designated use and appearance of the *location* used by the *location partner* and the facilities for the performance of the *business agreement*, the *catering agreement(s)*, the *intermediary agreement(s)* and the catering service unaltered, with the exception of the usual improvements and maintenance.
- 10.7 *The location partner*, prior to the performance of the *business agreement(s)* and/or the *catering agreement(s)*, needs to have taken out suitable insurances, in such a manner that during the term of the agreement(s) there will be cover on the basis of these insurances of all risks and any liabilities (that can ensue) ensuing from the agreement(s) or these general terms and conditions. Each time when *Onemeeting* requests this during the term of the agreement(s), the *location partner* will submit the policy/policies of the relevant insurance(s) and evidence of the premium payment.
- 10.8 *The location partner* undertakes to fulfil all obligations of the *location* ensuing from the *Uniform Conditions for the Hotel and Catering Industry*.

## **Article 11 Cancellation and no show**

- 11.1 The provisions ensuing from the Uniform Conditions for the Hotel and Catering Industry *concerning* cancellation and no show apply to the catering agreement(s).
- 11.2 In derogation from the *Uniform Conditions for the Hotel and Catering Industry* and if this is included in the offer(s)/application(s) and/or business agreement(s) no show costs will not be owed if the *location partner* still has been able to rent out the *location*, or if the *location partner* has not informed *Onemeeting* within 2 working days after the planned arrival date of the no show.
- 11.3 With due regard to the above *Onemeeting* will be entitled to cancel a *catering agreement* concluded by it, unless the *guest(s)/booker(s)* and/or the *location partner(s)* within seven days after the concluding of the *catering agreement* have stated in writing that they require that *Onemeeting* waives with regard to them its power of cancellation, provided that the *guest(s)/booker(s)* and/or the *location partner(s)* also unambiguously state that they waive their own power of cancellation.

## CHAPTER 4 – CONNECTED AGREEMENT

### Article 12 Nature and scope of the service

- 12.1 The provisions of this chapter apply to the *Connected services* of *Onemeeting*, described in the next subclause, which the *location partner* purchases on the basis of the *connected agreement* and therefore to the making available of the *account* to the *location partner*.
- 12.2 *Onemeeting* provides the *location partner*, who purchases a *Connected service* on the basis of the *connected agreement*, with an *account* subject to the terms and conditions of these general terms and conditions and the *connected agreement*. The *location partner* can via the *account* inter alia personally upload the data, content and/or other material or otherwise enter, change and/or manage this on *Onemeeting.com* as well as view the *applications/bookings* of the *guest(s)/applicant(s)/booker(s)* and other data provided by the *applicant(s)/booker(s)*.

### Article 13 Right of use

- 13.1 *Onemeeting* hereby provides the *location partner*, who has an *account*, with the revocable, non-exclusive and non-transferable right (*right of use*) of access and use of *Onemeeting.com* for the duration of the *connected agreement*, with due regard to the terms and conditions and limitations of this *connected agreement* as well as the present general terms and conditions.
- 13.2 The *right of use* also contains the right to use any updates or improvements of *Onemeeting.com*, also including improvements, whether or not upon request of the *location partner*, made by or via *Onemeeting* to *Onemeeting.com* (all this as referred to in article 17 of these general terms and conditions). The *right of use* furthermore contains the making available by *Onemeeting* to the *location partner* of *documentation*, including any adjustment thereof, if updates or improvements of *Onemeeting.com* give cause thereto.
- 13.3 The *location partner* with an *account* is expressly not permitted to provide third parties with sublicenses with regard to the *right of use*.
- 13.4 The *location partner* is exclusively permitted to use the *account* of the *location partner* exclusively in its organisation and exclusively for the objective for which *Onemeeting.com* is suitable, but never in such a manner that this use results in, or can result in, any form of (whether or not commercial) exploitation - other than as provided for in the *connected agreement* and these general terms and conditions - of *Onemeeting.com* by the *location partner*.
- 13.5 The *Onemeeting.com* made available – via the *account* – remains the property of *Intellectual Property* of *Onemeeting* and/or its licensors. The *location partner* will not transfer, sell, lease, dispose, or issue, the access codes or identification codes for the *account* for *Onemeeting.com* or the *right of use* for *Onemeeting.com*, to third parties, or establish/grant (limited) rights thereto for the benefit of the *location partner* or third parties.
- 13.6 In order to enable the *location partner* to use *Onemeeting.com* by means of an *account*, the *location partner* acquires online access to *Onemeeting.com* by means of an *account* to be provided by *Onemeeting*, which consists of a general access domain with a login name and password. The *location partner* can personally generate *users* in the *account*. The *location partner* has the right to determine which *users* are permitted to acquire access via the *account*, made available by *Onemeeting*, to *Onemeeting.com*. *Onemeeting.com* is hosted by *Onemeeting*.

### Article 14 Application of Onemeeting.com

- 14.1 The *location partner* bears at any time the risk of the selection, the use and the application of *Onemeeting.com* in its organisation.
- 14.2 The *location partner* will be responsible for the correct choice and the correct and adequate availability of the internet or other network options and and/or infrastructure. *Onemeeting* is expressly not responsible for the

purchase and/or proper working of the internet or other network options and/or infrastructure of the *location partner* or those of third parties.

- 14.3 The *location partner* accepts *Onemeeting.com* in the condition in which it is at the time of acquiring an *account* and/or the entering into of the *connected agreement* ('as-is'), therefore with all visible and invisible errors and defects, without prejudice to the obligations of *Onemeeting* on the basis of this *connected agreement* and the present general terms and conditions.

## **Article 15 Users' provisions and obligations of the location partner**

- 15.1 The *location partner* will be responsible for the verification of the settings and the use of the *account* and *Onemeeting.com* and the manner in which the results that are generated by making use of the *account* and *Onemeeting.com*, or the results of any other type of provision of service of *Onemeeting*, are deployed as well as the security procedures and adequate system administration in its organisation. The *location partner* is also responsible for the instructions to and/or the use by *users*, regardless of whether they are in a relationship of authority towards the *location partner*, unless expressly agreed otherwise in writing.
- 15.2 The *location partner* will be responsible for the management and the security of all access codes and/or identification codes with regard to the *account* provided in the context of the *connected agreement* as well as the present general terms and conditions. The *location partner* will treat the access and/or identification codes with confidentiality and care and will only make these known to authorised and sufficiently expert *users*.
- 15.3 The *location partner* will use the access codes and/or identification codes made available to it and its *users* with regard to the *account* in a legitimate manner and only for the objective for which these were provided to it. The *location partner* will also ensure that the *users* will, in accordance with the provisions of the previous sentence of this subclause, use the access codes and/or identification codes made available with regard to the *account*.
- 15.4 *Onemeeting* will be entitled at any time to change the access codes and/or identification codes allocated to the *location partner* with regard to the *account*. *Onemeeting* retains the right at any time to refuse or cancel the use of (the *account* for) *Onemeeting.com*.
- 15.5 The *location partner* and the *users* are not permitted to copy, reproduce, or publish (the *account* for) *Onemeeting.com*, or to use it in another manner or for an objective other than the objective for which *Onemeeting.com* is made available via the *account* to the *location partner*.
- 15.6 The *location partner* must at any time:
- prevent that an unauthorised person contacts, uses or copies *Onemeeting.com* via the *account*, as well as makes otherwise unauthorised use of *Onemeeting.com* via the *account*;
  - immediately inform *Onemeeting* in writing of all relevant facts and circumstances as soon as the *location partner* notices unauthorised use of *Onemeeting.com*.
- 15.7 The *location partner* will not disclose, give for perusal, transfer or otherwise provide to a third party (the content of) *Onemeeting.com*, other than as agreed in the *connected agreement* as well as the present general terms and conditions.
- 15.8 The *location partner* guarantees that the *users* will also comply with the terms and conditions for the use of *Onemeeting.com* ensuing from the *connected agreement* as well as from the present general terms and conditions. The *location partner* indemnifies *Onemeeting* against all claims by third parties as well as all costs and damage that *Onemeeting* suffers or will suffer as a result of non-compliance by the *location partner* with the guarantee, referred to in the previous sentence.
- 15.9 Without prejudice to the provisions of subclause 4.7, the *location partner* will incur towards *Onemeeting* an immediately due and payable financial penalty of € 25,000 per breach of the provisions of subclauses 15.1 up to and including 15.10, plus € 1,000 for each day during which the breach continues, without the requirement of any

judicial intervention, and without prejudice to all other rights of *Onemeeting*. *Onemeeting* retains the right to claim compensation in full of the damage suffered by it in addition to the financial penalty.

## **Article 16 Provision of service Onemeeting.com**

- 16.1 Unless agreed otherwise in writing, *Onemeeting* will not be obliged in the context of the provision of *Onemeeting.com* or by means of an *account*, to give (*users*) training and consultancy support.
- 16.2 Unless agreed otherwise in writing, *Onemeeting* will not be obliged to execute conversion of content and/or data conversion of the *location partner*.
- 16.3 *Onemeeting* will not be obliged to have a backup centre or other disaster recovery facilities available with regard to *Onemeeting.com*, unless parties have agreed otherwise in writing.
- 16.4 *Onemeeting* has *Onemeeting.com* hosted by a third party. It makes efforts to ensure an uptime that is as high as possible, but cannot guarantee this. *Onemeeting* also cannot guarantee that *Onemeeting.com* will function without interruption and will be accessible from every geographical location or at any time.
- 16.5 *Onemeeting* will make efforts to the best of its ability to execute the provision of service, including the making available of (the *account* for) *Onemeeting.com*, with due care. All services of *Onemeeting* are provided on the basis of an obligation to use best endeavours.
- 16.6 *Onemeeting* can make changes in the functionality of (the *account* for) *Onemeeting.com*, or changes in the content and/or extent of the provision of service. If such changes result in an amendment of the procedures at the *location partner*, or if the changes result in a higher licence fee, *Onemeeting* will, insofar as she is reasonably able to do this, inform the *location partner* as soon as possible of this. If the changes result in a higher payment for the *right of use* of *Onemeeting.com*, the *location partner* will owe the higher payment for the right of use.
- 16.7 *Onemeeting* can continue the provision of the service, including the provision of (the *account* for) *Onemeeting.com*, using the new or amended version of *Onemeeting.com*. *Onemeeting* will not be obliged to maintain, change, or add, to characteristics or functionalities of *Onemeeting.com* and/or its provision of service specifically determined for the *location partner*.
- 16.8 *Onemeeting* can temporarily deactivate (the *account* for) *Onemeeting.com* wholly or partly, or can temporarily suspend its provision of service for preventive, corrective, adaptive or functional maintenance. *Onemeeting* will – if reasonably possible – try to make the deactivation last no longer than strictly necessary, if possible outside office hours, or – depending on the circumstances – will only start the maintenance after notification thereof to the *location partner*.

## **Article 17 Application development**

- 17.1 Considering that *Onemeeting.com* is a standard service, *Onemeeting* will not be obliged to implement in *Onemeeting.com* additions, adjustments, further developments and improvements specifically determined for the *location partner*. Nevertheless, the *location partner* can address a request in writing to *Onemeeting* to execute the development of functionalities and/or improvements and other adjustments. *Onemeeting* will never be obliged to honour a request from the *location partner*, referred to in this subclause.
- 17.2 If *Onemeeting* honours the request from the *location partner*, as referred to in the previous subclause 17.1, the adjustment will be – at the exclusive discretion of *Onemeeting* – either included in the standard provision of service (standard *Onemeeting.com*) of *Onemeeting* and provided to all its purchasers in a new version, or it will make the adjustment only available to the *location partner* in the standard provision of service and/or *Onemeeting.com* subject to terms and conditions to be further agreed.

- 17.3 Unless agreed otherwise in writing between parties, an adjustment of, addition to, or improvement of *Onemeeting.com*, made upon request from the *location partner*, will never be exclusively developed for the benefit and availability of the *location partner*.
- 17.4 The *location partner* guarantees that all information, data, ideas and similar matters, which the *location partner* makes available to *Onemeeting* in the context of a request, as referred to in subclause 17.1, can be freely used by *Onemeeting*. If necessary, the *location partner* will ensure that it has acquired the relevant *IP rights* or rights of use for the use by *Onemeeting* of the matters referred to in the first sentence.
- 17.5 All *IP rights* that have arisen as a result of the additions, adjustments, improvements and suchlike – all this as referred to in subclause 17.1 – will be exclusively vested in *Onemeeting* and/or its licensors in conformity with the provisions of subclauses 3.1 up to and including 3.9 of these general terms and conditions.

## Article 18 Software of suppliers

- 18.1 If and insofar as *Onemeeting* also makes software of third parties available to the *location partner*, the (licence) conditions of these third parties related to this software will apply, instead of the provisions derogating therefrom in the *connected agreement*, as well as the present general terms and conditions. The *location partner* will accept the aforesaid third party terms and conditions. These conditions are available for perusal by the *location partner* at *Onemeeting* and *Onemeeting* will send these to the *location partner* free of charge upon first request. If and insofar as the aforesaid third party terms and conditions are deemed or declared inapplicable, for any reason whatsoever, in the relationship between the *location partner* and *Onemeeting*, the provisions of the *connected agreement* as well as the present general terms and conditions will apply in full.

## CHAPTER 5 – PAYMENT, PRIVACY AND INDEMNITY

### Article 19 Payment

- 19.1 The *location partner* gives the assignment to *Onemeeting* to arrange the invoicing of the amounts owed by the *booker(s)* on the basis of the *catering agreements* and to collect these amounts.
- 19.2 For its services *Onemeeting* sends invoices to the *location partner(s)* in writing or digitally for one-off and/or periodic payments to *Onemeeting*. If one-off payments have already been processed by the *location partner*, *Onemeeting.com* will not send these.
- 19.3 *Onemeeting* charges the following administrative costs when drawing up the commission invoices:
- a. € 6.50 for an invoice amount up to and including € 250 (incl. vat)
  - b. € 12.50 for invoices from € 250 (incl. vat)
- The amount of the administrative costs represented here concerns the amount of the administrative costs at the time of the drawing up of these general terms and conditions. *Onemeeting* can annually change the amount of the administrative costs.
- 19.4 *Onemeeting* retains the right to adjust the stated prices per season or as a result of statutory schemes or provisions in the interim.
- 19.5 The invoice amount owed must be transferred within 14 days after the invoice date to the account of *Onemeeting* set out in the invoice.
- 19.6 If the *guest(s)/booker(s)*, in spite of the invoicing by *Onemeeting* does/do not proceed with payment, *Onemeeting* will refer the claim to a third party for collection. If the efforts made by *Onemeeting* do not result in payment, the *location partner* will be personally responsible for the collection from the *guest(s)/booker(s)*. The

- location partner* bears the payment risk at all times and owes the *commission* and/or the administrative costs to *Onemeeting*, regardless of whether the invoicing by *Onemeeting* has been completed.
- 19.7 If the amount has not been transferred to the account of *Onemeeting* at the time set out in subclause 20.5, the *location partner(s)* will be in default. From that date:
- the location partner(s)* will owe the statutory interest under Section 119a Book 6 of the Civil Code to *Onemeeting*,
  - Onemeeting* will be entitled to refer the debt to a third party for collection. *The location partner(s)* must pay all judicial and extrajudicial (collection) costs related to the collection. The extrajudicial (collection) costs will amount at least to 15% of the principal sum, with a minimum of € 150, excluding vat, alternatively the rate owed by law;
  - Onemeeting* will also be entitled to suspend the publication and/or *applications* and/or *bookings* until payment has been made, which will be without prejudice to the other rights in the event of default on the part of the *location partner(s)*.
- 19.8 *The location partner(s)* will be entitled until 30 days after the invoice date, at the risk of forfeiting the right, to propose changes in the invoices to *Onemeeting*. Changes will only be honoured if it appears that the invoice is incorrect. Changes stated from 30 days after the invoice date will never be honoured.
- 19.9 If there is a dispute between *Onemeeting* and the *location partner* with regard to an invoice, every undisputed part of the invoice will be paid in accordance with the provisions of this article, in spite of the status or nature of the dispute. *Onemeeting* will be entitled at any time, also in the event of a dispute, to pay claims that *Onemeeting* has against the *location partner(s)* by offsetting against claims that the *location partner(s)* for whatever reason *has/have* against *Onemeeting*.
- 19.10 As soon as, by or on behalf of the *guest(s)/booker(s)* towards *Onemeeting*, the financial obligations are fulfilled ensuing from the *offer(s)* and/or *catering agreement(s)* these payment(s) will be regarded as payment(s) in discharge of an obligation and the *location partner* cannot claim the costs directly from the *guest(s)/booker(s)*.
- 19.11 Nevertheless, a payment from *Onemeeting* to the *location partner(s)* will never be regarded as a payment in discharge of an obligation by or on behalf of the *guest(s)/booker(s)*. *The location partner* undertakes upon the first request from *Onemeeting*, to assign its claim(s) against the *guest(s)/booker(s)* insofar as *Onemeeting* has fulfilled the financial obligations corresponding therewith.

## Article 20 Confidentiality

- 20.1 *The location partner* guarantees that all data and *documentation* received from *Onemeeting*, regarding which the *location partner* knows or should know that these are of a confidential nature, will remain secret, unless a statutory duty, a judicial decision, or an order given for this purpose by competent authorities, order the disclosure thereof. *The location partner* will only use the data and *documentation* referred to for the objective for which these were provided to it or became known to it during the use of the *activate, business, connected, catering and/or intermediary agreement* as well as the present general terms and conditions. *The location partner* is permitted to share the confidential information with third parties, insofar as this is necessary for the completion of the performance of the *activate, business, connected, catering and/or intermediary agreement* as well as the present general terms and conditions, but only after permission in writing from *Onemeeting*. *Onemeeting* can attach conditions to providing permission. Data and *documentation* will be regarded in any event as confidential, if these are indicated as such by *Onemeeting*, or if the *location partner* ought to have understood the confidential nature thereof. *The location partner* will be responsible for ensuring that this duty of confidentiality is also imposed on anyone – including in the event of the Connected service the *users*, who act under its authority or on its instructions – and will ensure compliance therewith.



- 20.2 The obligations of this article 21 apply during the term of the *activate, business, connected, catering and/or intermediary agreement* as well as after the end thereof.
- 20.3 In the event of non-compliance with the provisions of this article 21, the *location partner* will incur towards *Onemeeting* an immediately due and payable financial penalty of € 25,000 per breach, plus € 1,000 for each day during which the breach continues, without the requirement of any judicial intervention, and without prejudice to all other rights of *Onemeeting*. *Onemeeting* retains the right to claim compensation in full of the damage suffered by it in addition to the financial penalty. *Onemeeting* also retains the right, in addition to the financial penalty, to suspend with immediate effect the performance of the *connected* and/or *business* and/or *activate agreement* or – without judicial intervention and without notice of default – to terminate or cancel these, provided that the breach – in the exclusive opinion of *Onemeeting* – is serious to such a degree that this justifies such a measure.

## Article 21 Privacy

- 21.1 Parties establish that under the implementation of the *connected, business and/or activate agreement* – with regard to the processing of *personal data* – *Onemeeting* will be regarded as the 'controller' within the meaning of the General Data Protection Regulation ('GDPR'), if and insofar as the *processing of personal data* relates to the provision of the Activate, Business and/or Connected services of *Onemeeting* in the context of the *application/application for an offer/offer/booking/booking confirmation* and/or the concluding of *catering agreements*. Parties nevertheless establish that *Onemeeting* – with regard to the processing of *personal data* related to the storage, on the basis of the *connected agreement*, of *personal data* on (the *account* for) *Onemeeting.com* for the benefit of the *location partner* – is also regarded as the 'processor' within the meaning of this regulation.

### Onemeeting controller

- 21.2 The provisions of subclauses 22.2 up to and including 22.6 apply with regard to the part of the *processing of personal data* for which *Onemeeting* is to be regarded as the controller.
- 21.3 Each of the parties will be personally the controller for the *personal data* that they have in their possession or that they have access to – whether or not as a result of the provision or exchange on the basis of the *connected, activate and/or business agreement* – unless the *connected, activate and/or business agreement* determines otherwise. Parties undertake that they – in the capacity as the controller – process this *personal data* in accordance with the applicable privacy legislation and regulations including, but not exclusively, the GDPR. The *location partner* indemnifies *Onemeeting* against damage, claims by third parties and/or financial penalties from supervisory authorities if and insofar as the *location partner* has not fulfilled the provisions of this subclause.
- 21.4 The *location partner* guarantees that the *personal data* that the *location partner* provides to *Onemeeting* under the *connected, activate* and/or *business agreement* is at all times legitimately collected and processed – in conformity with the provisions of the GDPR and other applicable privacy legislation and regulations – as well as that *Onemeeting* on its part is legitimately permitted to process this data. The *location partner* indemnifies *Onemeeting* against claims by third parties and/or financial penalties from the supervisory authorities in this respect.
- 21.5 *Onemeeting* applies a privacy statement. This privacy statement can be found at [www.onemeeting.com/privacy-en-cookie-beleid/](http://www.onemeeting.com/privacy-en-cookie-beleid/). The *location partner* is responsible for ensuring and guarantees that – insofar as the *location partner* provides *personal data* to *Onemeeting* – the data subjects as well as anyone whose *personal data* is provided by the *location partner* to *Onemeeting*, will be informed of this privacy statement prior to its provision. If and insofar as permission from the data subject and/or another whose *personal data* will be processed by *Onemeeting* is required for the processing of *personal data* by *Onemeeting*, the *location partner* will be responsible

for ensuring that and the *location partner* guarantees that the permission required for the purpose of the processing of *personal data* will be acquired by *Onemeeting* in conformity with the privacy statement. The *location partner* indemnifies *Onemeeting* against claims by data subjects and/or third parties and/or financial penalties from the supervisory authorities in this respect.

- 21.6 While taking into consideration the nature and the risk of the processing of the *personal data* under the *connected, activate and/or business agreement*, one party will upon the first request from the other party, if possible, provide all cooperation that can be reasonably required from it, so that the other party can fulfil its statutory obligations on the basis of the GDPR and other applicable legislation.

## **Article 22 Onemeeting.com guarantees**

- 22.1 *Onemeeting* does not guarantee that the provision to the *location partner* of (the *account* for) *Onemeeting.com* will be faultless and will function without interruptions. *Onemeeting* will make endeavours to rectify (cause to rectify) defects in *Onemeeting.com* within a reasonable period insofar as the *location partner* has reported the defects concerned to *Onemeeting* in writing with a detailed description. *Onemeeting* will never be obliged to restore details and/or data that have been corrupted or lost while using *Onemeeting.com*.
- 22.2 *Onemeeting* will not be responsible for the inspection of the accuracy and completeness of the results of its provision of service, including the provision – whether or not by means of an *account* – of *Onemeeting.com* and the data generated and/or offered when making use of *Onemeeting.com* and other information (whether or not the data and/or other information provided by the *location partner* via *Onemeeting.com*, or the assessments provided by *guest(s)/booker(s)*). *Onemeeting* does not verify this data and other information and cannot guarantee that all data and information is precise, complete, or correct, and therefore cannot be held liable for whatsoever error, including conspicuous and typographic errors and any interruptions of *Onemeeting.com* whatsoever (whether or not temporary and/or partial). The *location partner* will at any time personally inspect the results of the provision of service of *Onemeeting* and the data generated when making use of *Onemeeting.com* and other information. The *location partner* will verify whether the data and the other results of the provision of service of *Onemeeting* are suitable for the objective for which they are to be used.
- 22.3 *Onemeeting* does not guarantee that third parties will not misuse (the *account* for) *Onemeeting.com* and/or the data or content of the *location partner* – also including, but not exclusively, the installing of viruses by third parties and/or third parties expressing themselves in a manner that can be deemed to be in conflict with accepted moral principles and decency – or that third parties breach (*Intellectual Property*) rights, or otherwise

act defamatorily or unlawfully when making use of or via (the *account* for) *Onemeeting.com*. *Onemeeting* will never be liable for damage or claims of the *location partner* and/or third parties for that reason.

- 22.4 In a particular case *Onemeeting.com* can postpone the rectification of the defects until a new version of *Onemeeting.com* is taken into use/goes live. *Onemeeting.com* will be entitled to affix temporary solutions, or as the case may be, install workarounds or problem avoiding restrictions in *Onemeeting.com*.

## **Article 23 Liability and indemnity**

- 23.1 *Onemeeting* is, with due regard to the limitations referred to hereinafter and insofar as permitted by law, exclusively liable for direct damage, which has actually been incurred, paid or suffered, due to a demonstrable failure on the part of *Onemeeting* in an obligation with regard to its services, up to an aggregate amount of the aggregate costs of the *booking* (for an incident or for a series of incidents related to each other). *Onemeeting* is therefore in any event not liable for compensation of a punitive nature, special, indirect or resulting losses or

damage, loss of production, lost profit, lost income, loss of contract, loss of, or damage to, goodwill or reputation, loss of any claim whatsoever, or (personal) injury, death, or intangible loss.

- 23.2 *Onemeeting* cannot be held liable for the accuracy of the information provided (whether or not via *Onemeeting.com* and/or the Meeting Experts) regarding the *location partner* and/or the *location*. This information originates from the *location partner(s)* and/or (in the event of an assessment) from *guest(s)*. *Onemeeting* does not verify this information and cannot guarantee that all information is precise, complete, or correct, and therefore cannot be held liable for whatsoever error, including conspicuous and typographic errors and any interruptions whatsoever (whether or not temporary and/or partial), defects, repair work, upgrading, maintenance of *Onemeeting*, inaccurate, misleading, or untrustworthy information or failure to deliver information. *The location partner(s)* is/are at any time responsible for the accuracy, completeness and correctness of the (descriptive) information (including rates/surcharges/prices, policy & terms and conditions and availability), which is shown or notified on *Onemeeting* or via *Meeting Expert(s)*.
- 23.3 *Onemeeting.com* is not (and also must not be regarded as) a recommendation or approval of the quality, the service level, the classification, or the number of stars of the type of accommodation of the *location partner(s)* (or their facilities, *location(s)*, products or services) that are provided, unless expressly stated otherwise.
- 23.4 *Onemeeting* will not be liable for any damage ensuing from any intervention, whether or not by *Onemeeting*, resulting in *Onemeeting* and the *location partner* concluding a *business agreement* or resulting in the *booker(s)* and the *location partner* concluding a *catering agreement*, or ensuing from an *intermediary agreement* concluded between the *booker(s)* and *Onemeeting* – including for non-recurring, special exemplary, punitive or moral damage, consequential loss, or damage otherwise – unless this is the result of wilful misconduct or gross negligence on the part of *Onemeeting*. *Onemeeting* will not be liable in any manner whatsoever for any personal injury of *guest(s)* caused by (other) *guest(s)*, *booker(s)* or the *location partner*. *The location partner* agrees to compensate *Onemeeting* (and its employees, director(s) and shareholder(s)) and to indemnify them against all these claims.
- 23.5 *Onemeeting* is not a party to the *catering agreements* that are concluded between the *booker(s)*, and thereby the *guest(s)*, and the *location partner(s)* and can never be held liable for any damage ensuing from, or related to, the aforesaid agreements and/or acts respectively conduct of the *booker(s)* and/or *guest(s)*. *Onemeeting* will not be liable in any manner whatsoever for any damage to *location partner(s)* and/or *location(s)* caused by the *guest(s)* or *booker(s)*.
- 23.6 *Onemeeting*, as the intermediary, exclusively arranges the conclusion of the *catering agreement* and the invoicing with regard to the *booking*, unless expressly agreed otherwise in writing, as applicable at the purchase

of marketing services. *Onemeeting* is therefore not responsible in any manner whatsoever for the services to be provided by the *location partner(s)* in the context of the *catering agreement(s)*, or for other services to be provided by the *location partner(s)* to the *booker(s)* and/or *guest(s)*. *The location partner* will be liable towards the *booker(s)* and *guest(s)* for the damage resulting from a shortcoming by the *location partner(s)* in the performance of the *catering agreement(s)*, unless this shortcoming cannot be attributed to the *location partner* or the employees of the *location partner*.

- 23.7 If *Onemeeting*, in derogation from the provisions above, is still liable for any damage whatsoever, this liability will be limited to the amount for which its liability insurance provides the right to payment in any particular case.
- 23.8 Every (potential) claim or demand addressed to *Onemeeting*, or with regard to the *connected agreement(s)* or the *business agreement(s)*, or the activate agreement(s), or the catering agreement(s), or the intermediary agreement(s), must be submitted as soon as possible to *Onemeeting*, and in any event within 30 days after the planned day of the use of the *location(s)*, the product or the service. Every demand or claim that is submitted after the period of 30 days can be refused and the *location partner(s)* and/or the third party/parties will lose any right to compensation (of damage or costs).
- 23.9 All claims of the *location partner(s)* will lapse after the expiry of one year after the time at which these arose.

- 23.10 *Onemeeting* cannot be held liable for financial penalties and/or penalty payments that are imposed on the *location partner(s)* due to non-compliance with the provisions on the basis of the General Data Protection Regulation.
- 23.11 The *location partner* indemnifies *Onemeeting* against all claims by *booker(s)* and/or *guest(s)* and/or *location partner(s)* and/or third parties for compensation of damage on the basis of, but not exclusively, shortcomings in the performance of the *connected, activate* and/or *business agreement* concluded between *Onemeeting* and the *location partner*, shortcomings in the performance of the *intermediary agreement(s)* concluded between the *booker(s)/guest(s)* and *Onemeeting* and shortcomings in the performance of the *catering agreement(s)* concluded between the *guest(s)* and the *location partner*.
- 23.12 The *location partner(s)* will inform *Onemeeting* promptly of the facts and circumstances that (can) result in the damage and/or claims referred to in the previous subclause.

## Article 24 Force majeure

- 24.1 A force-majeure situation shall not constitute an attributable shortcoming in the fulfilment of the obligations ensuing from the *connected, activate* and/or *business agreement*, as well as the present general terms and conditions by parties.
- 24.2 A force-majeure situation shall not constitute an attributable shortcoming in the fulfilment of the obligations ensuing from the *intermediary agreement*, as well as the present general terms and conditions by parties. Force majeure is inter alia taken to mean: (1) (imminent) war, terror/terrorism, (2) pandemics and epidemics, (3) (imminent) environmental disasters, (4) (imminent) armed robberies.
- 24.3 In the event that a breakdown occurs in the facilities of the *location partner*, including breakdowns of the internet, computer networks or telecommunication facilities, also included therein hacking, malware, worms, computer viruses, Trojans, logic bombs, denial or service tools (including DDoS attacks) and/or other types of viruses, and such a breakdown entails extra burden on *Onemeeting.com*, *Onemeeting* will have the right to charge on any extra costs caused due to this to the *location partner*.

## CHAPTER 6 – CONCLUDING PROVISIONS

### Article 25 Amendments

- 25.1 *Onemeeting* retains the right to make amendments of and/or expand the instructions drawn up for the performance of the *connected, business* and/or *activate agreement(s)*, and/or *catering agreement(s)*, as well as to make amendments of the *Onemeeting* business concept, without this affecting the validity of the agreement(s) concerned. The amendments and/or extensions made by *Onemeeting* must be reasonable and cannot be in conflict with these general terms and conditions.
- 25.2 Amendments of these general terms and conditions will be reported in writing to the *location partner(s)* and a copy of the newly applicable provisions will be sent. In the event that the *location partner(s)* does/do not, within one month after the dispatch, object in writing to the applicability of the ongoing *connected, activate, business* and/or *catering agreement(s)*, the new provisions will govern the ongoing *connected, business, activate* and/or *catering agreement(s)*. If the *location partner(s)* does/do object in a timely manner, the old provisions and/or terms and conditions will remain in effect.

## Article 26 Non-assignment clause

- 26.1 The *location partner(s)* is/are prohibited from assigning, pledging or transferring on whatsoever ground the ownership to a third party, or (otherwise) encumber the rights and/or claims ensuing from the *connected, business, activate agreement(s)* and/or *catering agreement(s)* and/or *intermediary agreement(s)* in respect of *Onemeeting, guest(s)* and/or *location partner(s)*, without prior permission in writing from *Onemeeting*. The transferability of the aforesaid claims is excluded, as referred to in Section 83, subsection 2, Book 3 of the Civil Code.
- 26.2 Agreement by *Onemeeting* to debt takeover or contract takeover can only be assumed if *Onemeeting* has explicitly given evidence of such agreement in writing.

## Article 27 Applicable law, jurisdiction and dispute resolution

- 27.1 These general terms and conditions, as well as the agreement(s) that these terms and conditions apply to, will be governed by and interpreted in accordance with Dutch law.
- 27.2 All disputes, including disputes that are only regarded to be a dispute as such by one party, ensuing from or related to the agreement(s) that these provisions apply to and/or these provisions will be adjudicated in accordance with Dutch law by the court with competent jurisdiction of the Midden-Nederland District Court.
- 27.3 In derogation from the previous subclause, if legal action is started against *Onemeeting* by the *booker(s)* and/or *guest(s)* and it brings the *location partner(s)* into the proceedings, the dispute can also be adjudicated in the dispute between *Onemeeting* and the *booker(s)* and/or *guest(s)* by the court with competent jurisdiction.
- 27.4 The *location partner(s)* will first report complaints and/or potential disputes to *Onemeeting* and/or *guest(s)* and/or *location partner(s)* and undertakes/undertake to first reach together with *Onemeeting* and/or *guest(s)* and/or (other) *location partner(s)* an amicable solution, before involving *Onemeeting* and/or *guest(s)* and/or (other) *location partner(s)* in legal proceedings. Complaints and claims with regard to the *catering agreement(s)* and/or catering service(s) will be dealt with by the *location partner(s)* upon request from *Onemeeting*.
- 27.5 Notwithstanding the choice of law and jurisdiction clause above, a natural person who uses the services of *Onemeeting* for an objective that can be regarded as outside this person's business or professional activity (a consumer), can appeal to mandatory legal provisions of the country where this person has his/her habitual residence (i.e. provisions that must be applied regardless of this choice of law clause: mandatory provisions).