

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

## **Onemeeting.com B.V.**

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## **Applicant/Booker**

1 January 2021

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

## 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 to be generated or created by the *user* whereby *the user* – 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 5.2 and 9.2 and 9.3 of these general terms and conditions.
- 1.5 *Cancellation*: the written or digital notification from the *booker* via *Onemeeting* to the *location partner* that the *booker(s)* will wholly or partly not use one or more agreed catering services.
- 1.6 *Best Available Rate (BAR) prices*: are variable prices that the *location partner* states per application to *Onemeeting* for its *locations*.
- 1.7 *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)*.
- 1.8 *Booking confirmation*: the confirmation of the *booking and catering agreement* which *Onemeeting* is notified of by the *location partner*, which *Onemeeting* will inform the *booker(s)* of.
- 1.9 *Booker(s)*: the natural person(s) and/or legal entity (entities) who/which concluded one or more *catering agreement(s)* due to the *booking*.
- 1.10 *Booking*: the choice of acceptance which *Onemeeting* is notified of by the *applicant* to *Onemeeting* of the *offer* set out in the *offer* in combination with the entering into of the *intermediary agreement* between the *applicant* and *Onemeeting*.
- 1.11 *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.
- 1.12 *Commission*: the payment owed by the *location partner* for the services of *Onemeeting*.
- 1.13 *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)*.
- 1.14 *User(s)*: the natural person(s) and/or legal entity (entities) who/which use the *Onemeeting.com platform*, with or without an *account*.
- 1.15 *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 6.1 of these general terms and conditions, which *Onemeeting* provides to the *user* who has an *account* for using this environment of *Onemeeting.com*.
- 1.16 *Catering agreement*: the agreement between the *location partner(s)* and the *booker(s)*, which comes into effect by means of the *booking*.
- 1.17 *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.
- 1.18 *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*.
- 1.19 *Location page*: an online webpage where the *location* is described on *Onemeeting.com*.
- 1.20 *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*.
- 1.21 *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*.
- 1.22 *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*.
- 1.23 *Offer*: the written or digital proposal from the *location partner* following the *application for an offer*.
- 1.24 *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.
- 1.25 *Onemeeting*: the private limited company *Onemeeting.com*, registered with the Chamber of Commerce under number 31040772.
- 1.26 *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*, which can be logged into at any required time, 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.
- 1.27 *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.
- 1.28 *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.
- 1.29 *Web Form*: the web form that the *applicant/booker* can fill in on the environment of *Onemeeting.com*, which is freely accessible – without the *applicant/booker* having to log in on *Onemeeting.com* via a general access domain with a login name and password – and for which the *applicant/booker* therefore does not need an *account*.
- 1.30 *Catering Services*: all services that can be provided by the location partners within their provision of service.
- 1.31 *Provisional Sums/extras*: the items the actual number of purchases of which is still not known prior to the meeting/items that are purchased supplementary on the day itself in addition to the arrangements recorded in advance.
- 1.32 *Handling Fee*: an alternative payment made by the *booker/applicant* to *Onemeeting* for its intermediary activities when a *location partner* does not provide commission to *Onemeeting*.

## CHAPTER 1 – GENERAL

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

- 1.1 These general terms and conditions as well as the *Uniform Conditions for the Hotel and Catering Industry* (subject to where these are derogated from) apply to the relationship between *Onemeeting* and the *booker(s)* and form part of every (legal) act related to, but not limited to, an *intermediary agreement and/or catering agreement*, including the pre-contractual stage (from an *application*).
- 1.2 In these general terms and conditions various terms are used. These terms are defined prior to chapter 1 of these general terms and conditions.
- 1.3 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 (*intermediary agreement and/or catering agreement*) the derogation or the derogations will lapse, unless these are once again expressly agreed.
- 1.4 In the event of conflict between a provision of the following agreements, the agreement first mentioned below will prevail:
  - *catering agreement*
  - *intermediary 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).
- 1.5 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*. If, in addition, other terms and conditions still apply, the present general terms and conditions of *Onemeeting* will prevail in the event of conflict.
- 1.6 No further (general) terms and conditions can apply to the *catering agreement(s)*. If this is the case, this will be set out in the *offer, intermediary agreement or catering agreement*.
- 1.7 If one or more provisions of these general terms and conditions or the *intermediary 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.
- 1.8 There is no order of priority between the chapters of these terms and conditions. These must be understood in mutual coherence.
- 1.9 In addition to the terms and conditions and agreements referred to in article 1.4, the specific terms and conditions of the *location partner* will apply in some cases. If this is the case, these will be set out in the *offer* and possibly on the *location page* on *Onemeeting.com*.

### 2. What does Onemeeting do?

- 2.1 *Onemeeting* offers a service via the online platform *Onemeeting.com* as well as via the *Meeting Experts*, where the *location partners* can promote and/or offer their services and where potential *guests/bookers* can discover, search, compare and – either via *Onemeeting.com* or the *Meeting Expert(s)* – can make an *application* and a *booking*.
- 2.2 *Onemeeting* functions as an intermediary, which means that the *applicant(s)*, by means of:
  - (i) making an *application*-, give(s) an assignment to *Onemeeting* for making *applications for offers* presenting an *offer* ;
  - (ii) approving an *offer* enter(s) 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)*.
- 2.3 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.*
- 2.4 *Onemeeting, as the intermediary, exclusively arranges the entering into 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).*
- 2.5 *The intermediary agreement between the booker(s) and Onemeeting will come into effect at the time at which Onemeeting receives the approval from the booker(s) of the offer, which notification can take place in writing (signed agreement) or digitally (by email or via the personal account in the online portal Onemeeting.com).*
- 2.6 *The booker(s) will be obliged to make the payment included in the aforesaid offer, as well as the provisional sums and extras, referred to in article 13, to Onemeeting, unless expressly agreed otherwise in writing.*
- 2.7 *If the offer for the final reservation contains inaccuracies, the booker must within three days after receipt of the communication regarding the booking confirmation, and at least prior to the meeting, state this in writing or digitally to Onemeeting, in the absence of which the booker/guest cannot rely in respect of Onemeeting, or in respect of the location partner(s) on these inaccuracies.*
- 2.8 *Onemeeting retains the right at any time to limit, refuse, cancel, or terminate an application and/or booking.*

### **3. What power of attorney do you give? (the so-called intermediary agreement)**

- 3.1 *The intermediary agreement between Onemeeting and the booker(s) comes into effect from the moment Onemeeting receives the approval from the booker(s) (to conclude the catering agreement(s) between the booker(s) and the location partner(s)).*
- 3.2 *The Booker(s) gives/give, by confirming the offer either via Onemeeting.com, or the Meeting Expert(s), an assignment in writing to Onemeeting to conclude on behalf of the booker(s) the catering agreement(s) with the location partner(s).*
- 3.3 *Insofar as the intermediary agreement(s) is/are concluded by the booker(s) and/or on behalf of others, the booker(s) who conclude the agreement as well as the other booker(s) will be jointly and severally liable for the complete fulfilment of all obligations ensuing from the aforesaid intermediary agreement(s) and the catering agreement(s).*
- 3.4 *Onemeeting can at any time and for any reason whatsoever refuse an intermediary agreement, unless such a refusal exclusively takes place on one or more grounds referred to in Section 429quater of the Penal Code and is therefore regarded as discrimination.*
- 3.5 *With regard to the intermediary agreement(s) Section 89 and Section 228 Book 6 of the Civil Code are excluded.*
- 3.6 *The intermediary agreement will end from the moment the catering agreement(s) concluded by means of the intervention by Onemeeting between the booker(s) and the location partner(s) is/are completed, or the catering agreement(s) concluded by means of the intervention by Onemeeting is/are cancelled.*
- 3.7 *Onemeeting has the right to terminate the intermediary agreement(s) 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 is in default;*
  - b. *the other party has taken a decision for the dissolution of the legal entity or enterprise;*
  - c. *bankruptcy is petitioned or granted with regard to the other party or, whether or not provisional, moratorium is applied for or granted;*
  - d. *the other party is in a force majeure situation that has lasted longer than 10 days.*
- 3.8 *In the event of termination by Onemeeting, as referred to in the previous subclause of this article, Onemeeting will not owe any compensation to the booker(s) for any goods or services that have not been provided by the location partner(s).*
- 3.9 *If the intermediary agreement(s) is/are terminated prior to the commencement of the catering agreement(s) concluded by means of the intervention by Onemeeting, the booker(s) will owe by way of compensation the amount that the booker(s)*

would have to pay on the basis of these general terms and conditions, if the *booker(s)* at the time at which the *intermediary agreement(s)* is/are terminated would have *cancelled* the *intermediary agreement(s)*.

- 3.10 If the *booker(s)*, in accordance with the provisions of these general terms and conditions, has/have made an advance payment to *Onemeeting* this amount will revert to *Onemeeting* and will serve to settle the compensation referred to above in this article.

#### **4. What happens if you want to cancel or do not show up?**

- 4.1 *The booker* will not be entitled to cancel the *catering agreement(s)* concluded by means of the intervention by *Onemeeting*, unless the *booker* simultaneously and irrevocably offers to pay the amounts owed for the *cancellation* the (*cancellation* amount). Every *cancellation* will be deemed to contain such an offer. A *cancellation* and offer to pay the *cancellation* amount will be regarded as accepted if *Onemeeting* does not promptly reject the offer. *Cancellation* must take place in writing or digitally, stating the date. The *booker* cannot derive any rights from a verbal *cancellation*. The provisions ensuing from the *Uniform Conditions for the Hotel and Catering Industry* concerning *cancellation* and no show apply to the *catering agreement(s)*.
- 4.2 In derogation from the *Uniform Conditions for the Hotel and Catering Industry*, *Onemeeting* will be entitled at any time to cancel the *location* reserved by the *booker*, as set out in the *intermediary agreement*, or the *offer/booking/booking confirmation*, for the day on which the catering service must be provided.
- 4.3 In derogation from the *Uniform Conditions for the Hotel and Catering Industry*, *Onemeeting* will be entitled – but never obliged for this purpose – to determine that the *booker* will not owe any *no show* costs if the *location partner* could still rent out the *location*, which will be exclusively at the discretion of *Onemeeting*.
- 4.4 In derogation from the *Uniform Conditions for the Hotel and Catering Industry*, *Onemeeting* will be entitled at any time to make further arrangements with the *booker* regarding the cancellation conditions. *Onemeeting* will present these arrangements in the *offer*.
- 4.5 With due regard to the above, *Onemeeting* will be entitled to cancel a *catering agreement*, concluded by means of the intervention by it, unless the *booker* and/or the *location partner(s)* state within seven days after the concluding of the *catering agreement* in writing that they require that *Onemeeting*, waives its power of cancellation with regard to them, provided that the *booker* and/or the *location partner(s)* also unambiguously states/state that they waive their own power of *cancellation*.

## **CHAPTER 2 – USE OF ONEMEETING.COM**

### **5. What is the Onemeeting.com service?**

- 5.1 *Onemeeting* offers a platform, via *Onemeeting.com* as well as the *Meeting Experts*, where the *location partners* can advertise, promote and/or offer their catering services (insofar as applicable) and where the *applicant/booker/guest* can discover, search and compare the catering services offered on this platform and can make an *application/booking* and can conclude via this platform the *intermediary agreements* with *Onemeeting* and the *catering agreements* with the *location partner(s)*.
- 5.2 With regard to making an *application/booking* as well as concluding *catering agreements* with *location partner(s)* via the online platform *Onemeeting.com* the *applicant/booker* has the choice to do this via:
- 1) an *account* generated or to be generated by the *applicant/booker* for using *Onemeeting.com*, or;
  - 2) a *web form* that the *applicant/booker* can fill in at the environment of *Onemeeting.com*.
- 5.3 The provisions of this chapter 2 of these general terms and conditions apply to the *application*, the *booking* and concluding of the *catering agreement* between the *location partner* and the *applicant/booker* via the online platform *Onemeeting.com*, therefore not via the *Meeting Expert(s)*.

## 6. Intellectual property rights

- 6.1 All *IP rights* met with regard to *Onemeeting.com* – also including, but not exclusively, the ‘look and feel’ (including the infrastructure) of *Onemeeting.com*, the data and content placed by the *location partner(s)* as well as the assessments of (other) *applicant(s)/booker(s)/guest(s)* and translated texts – exclusively accrue to *Onemeeting* and/or its licensors. These general terms and conditions as well as the *intermediary agreement* expressly do not entail the entire or partial transfer of the *IP rights* vested in *Onemeeting.com*. The *applicant/booker* with an *account* exclusively acquires the revocable, non-exclusive, non-sub-licensable and non-transferable *right of use* for the *account* for *Onemeeting.com*, with due regard to the terms and conditions and limitations of these general terms and conditions.
- 6.2 The *applicant/booker* acknowledges all *IP rights* met 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 data and content placed by the *location partner(s)* the assessments of (other) *applicant(s)/booker(s)/guest(s)* or the trademark of *Onemeeting* – without prejudice to the provisions regarding the *right of use* that the *applicant/booker* with an *account* acquires in conformity with the provisions of these general terms and conditions – is 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.
- 6.3 The *applicant/booker* indemnifies *Onemeeting* against all damage and claims by third parties ensuing from breaches of the *IP rights* by or on behalf of the *applicant/booker*.
- 6.4 The *applicant/booker* and the *users* are not permitted to remove or change any indication concerning the *IP rights*.
- 6.5 If the *applicant/booker* 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 *applicant/booker* will immediately report this to *Onemeeting*. The *applicant/booker* 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.
- 6.6 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 *applicant/booker* 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*.
- 6.7 If *Onemeeting*, whether or not in cooperation with or on the initiative of the *applicant/booker*, (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 *applicant/booker* of the *IP rights* to *Onemeeting* is necessary, the *applicant/booker* 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 *applicant/booker* 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.
- 6.8 In the event that *Onemeeting.com* and/or – in the event of the *applicant/booker* with an *account* – the *right of use* 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 *applicant/booker* or any third party.
- 6.9 If *Onemeeting* is of the opinion that replacement or change, as referred to in subclause 6.8, is not feasible (commercially or technically), it will be entitled to block the *account* with immediate effect, to remove and to terminate the *account*, without being further or otherwise liable in respect of the *applicant/booker* for any damage suffered or costs incurred by the *applicant/booker* as a result of this blocking, removal and termination. The payments made and/or the payments still owed by the *applicant/booker* – also including, but not exclusively, the payments on the basis of the *intermediary agreement(s)* and/or the *catering agreement(s)* – will under no circumstances be the subject of reversal in the blocking,

removing and the termination of the *account*. No rights accrue to the *applicant/booker* other than those that are described in these general terms and conditions.

## 7. Application of Onemeeting.com

- 7.1 The *applicant/booker* bears at any time the risk of the selection, the use and the application of *Onemeeting.com*.
- 7.2 The *applicant/booker* 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 *applicant/booker* or those of third parties.
- 7.3 The *applicant/booker* accepts *Onemeeting.com* in the condition in which it is at the time of using the *web form* and/or generating an *account* ('as-is'), therefore with all visible and invisible errors and defects, without prejudice to the obligations of *Onemeeting* on the basis of these general terms and conditions.

## 8. The users provisions and obligations of the applicant/booker in general

- 8.1 The *applicant/booker* will be responsible for the control of the settings and the use of *Onemeeting.com* and the manner in which the results that are generated by making use of *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.
- 8.2 The *applicant/booker* and the *users* are not permitted to modify, decompile *Onemeeting.com*, reproduce or translate the source code, or to otherwise subject these to reverse engineering.
- 8.3 Under no circumstances whatsoever are the *applicant/booker* and 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*.
- 8.4 The *applicant/booker* will do everything necessary to prevent that *Onemeeting.com*, due to acts or omissions of the *applicant/booker* and/or the *users*, is infected by viruses, malware, Trojan horses, DDoS attacks and/or similar threats.
- 8.5 The *applicant/booker* and the *users* are not permitted 1) to place data and/or content on *Onemeeting.com* and/or to 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 in a defamatory or unlawful way in respect of *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 *applicant/booker* and the *users* are only permitted to place data and/or content on *Onemeeting.com*, or otherwise to make statements by means of *Onemeeting.com*, which are in accordance with the nature and the objective of *Onemeeting.com* and – in the event of an *applicant/booker* with an *account* – the objective for which the *right of use* is provided. The *applicant/booker* indemnifies *Onemeeting* against all damage and claims by third parties insofar as it cannot implement the provisions of this subclause.
- 8.6 The *applicant/booker* and the *users* are not permitted to use *Onemeeting.com* for placing tests, test requests, system tests or for generating test *accounts*. If the *applicant/booker* and/or a *user* want a test *account*, they must contact *Onemeeting*.
- 8.7 *Onemeeting* has at any time the right – in the event of an *applicant/booker* with an *account* – to wholly or partly, temporarily or permanently, immediately and without prior warning, refuse access by the *applicant/booker* (and via the *applicant/booker* by the *users*) to *Onemeeting.com* and to remove *account(s)* temporarily or permanently as well as to give a warning to the *applicant/booker* – whether or not with an *account*, to terminate the provision of service and/or to adjust, change, or remove the data placed on *Onemeeting.com*, in particular – but not limited to – if:
  - the *applicant/booker* and/or a *user* acts/act in conflict with the *intermediary agreement* and/or these general terms and conditions, or – if applicable – if the *account* ends for any reason whatsoever;



- the *applicant/booker* and/or a *user* misuses/misuse *Onemeeting.com*, also including – but not exclusively – installing viruses;
- the *applicant/booker* and/or a *user* acts/act in conflict with third party rights or legislation and regulations;
- there is excessive burden on the systems of *Onemeeting*;
- *Onemeeting* is of the opinion that acts of the *applicant/booker* and/or a *user* can cause damage to or liability of the *applicant/booker* and/or a *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 *applicant/booker* and/or 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 *applicant/booker* 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.*

- 8.8 The *applicant/booker* guarantees that the *users* will also comply with the terms and conditions for the use of *Onemeeting.com* ensuing from the present general terms and conditions. The *applicant/booker* 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 *applicant/booker* with the guarantee, referred to in the previous sentence.
- 8.9 Without prejudice to the provisions of subclause 8.7, the *applicant/booker* will incur towards *Onemeeting* an immediately due and payable financial penalty of € 10,000 per breach of the provisions of subclauses 8.1 up to and including 8.8, 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.

## **9. The users provisions and obligations of the applicant/booker with an account**

- 9.1 The provisions of this article 9 exclusively apply to the *applicant/booker* with an *account*.
- 9.2 The *applicant/booker* can generate an *account* via *Onemeeting.com*. Through this *account*, the *applicant/booker* can make an *application / booking* as well as conclude *intermediary agreements* with *Onemeeting* and *catering agreements* with the *location partner*.
- 9.3 In order to enable the *applicant/booker* to use *Onemeeting.com* by means of an *account*, the *applicant/booker* 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. *Onemeeting.com* is hosted by *Onemeeting*.
- 9.4 The *applicant/booker* is exclusively permitted to use the *account* of the *applicant/booker* 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 these general terms and conditions - of *Onemeeting.com* by the *applicant/booker*.

- 9.5 The *Onemeeting.com* made available via the *account* remains the property or *Intellectual Property* of *Onemeeting* and/or its licensors. The *applicant/booker* 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 any third party, or establish/grant (limited) rights thereto.
- 9.6 The *user* will be responsible for the management and the security of all the login data provided under the present general terms and conditions with regard to the *account*. The *user* will treat the access and/or identification codes with confidentiality and care and will only make these known to authorised and sufficiently expert *users*.
- 9.7 The *applicant/booker* will use the login data provided to them and their *users* with regard to the *account* in a legitimate manner and only for the objective for which these were made available to them. The *applicant/booker* will also ensure that the *users* will, in accordance with the provisions of the previous sentence of this subclause, use the login data made available with regard to the *account*.
- 9.8 *Onemeeting* will be entitled at any time to change the login data allocated to the *applicant/booker* with regard to the *account*. *Onemeeting* retains the right at any time to refuse or cancel the use of *Onemeeting.com* or to block and terminate the access to the *account* of the *applicant/booker* as well as to remove the *account*.
- 9.9 The *applicant/booker* and the *users* are not permitted to copy, reproduce, or publish *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 *applicant/booker*.
- 9.10 The *applicant/booker* must at all times:
- prevent an unauthorised person to contact, use or copy *Onemeeting.com* via the *account*, as well as to make otherwise unauthorised use of *Onemeeting.com* via the *account*;
  - immediately inform *Onemeeting* in writing of all relevant facts and circumstances as soon as the *applicant/booker* notices unauthorised use of *Onemeeting.com*.
- 9.11 Without prejudice to the provisions of subclause 8.7, the *applicant/booker* will incur towards *Onemeeting* an immediately due and payable financial penalty of € 10,000 per breach of the provisions of subclauses 9.2 up to and including 9.9, 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.

## 10. Onemeeting.com guarantees general

- 10.1 *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 (other) *applicant(s)/booker(s)/guest(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 *applicant/booker* 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 *applicant/booker* 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.
- 10.2 *Onemeeting* does not guarantee that third parties will not misuse (the *account* for) *Onemeeting.com* and/or the data of the *applicant/booker* – 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 *applicant/booker* and/or third parties for that reason.

## 11. Onemeeting.com guarantees with regard to the account

- 11.1 The provisions of this article 11 exclusively apply to the *applicant/booker* with an *account*.
- 11.2 *Onemeeting* will not be obliged to have a backup centre or other contingency facilities available with regard to *Onemeeting.com*, unless parties have agreed otherwise in writing.
- 11.3 *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.
- 11.4 *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.
- 11.5 *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, outside office hours if possible, or – depending on the circumstances – will only start the maintenance after notification thereof to the *applicant/booker*.

## 12. Software of suppliers

- 12.1 If and insofar as *Onemeeting* also provides software of third parties to the *applicant/booker*, the (licence) conditions of these third parties related to this software will apply instead of the provisions derogating therefrom in the present general terms and conditions. The *applicant/booker* will accept the aforesaid third party terms and conditions. These conditions are available for perusal by the *applicant/booker* at *Onemeeting* and *Onemeeting* will send these to the *applicant/booker* free of charge upon their 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 *applicant/booker* and *Onemeeting*, the provisions of the present general terms and conditions will apply in full.

## CHAPTER 3 – PAYMENT, PRIVACY AND LIABILITY

### 13. When and to whom do you pay?

- 13.1 The *booker(s)* does not/do not owe payment for the services of *Onemeeting* on the basis of the *intermediary agreement(s)*, unless stated otherwise (such as the administrative costs and in specific cases a handling fee). With the exception of the administrative costs, *Onemeeting* does not charge surcharges over the price/prices of the *location partner(s)* as these are stated in the *offer(s)*.
- 13.2 An exception can only be made to the subclause above if the *location partner* does not pay *commission*. In that case the additional costs (a handling fee) will be set out in the *offer*.
- 13.3 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*. Any provisional sums will only be eligible for payment if the provisions of 13.4 are fulfilled.
- 13.4 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* (in the *offer* or later correspondence) and specifically described in this mandate.

- 13.5 The provisional sums whereby derogation is made from the provisions of 13.3 and 13.4 can only take place by means of a further *catering agreement* via *Onemeeting*.
- 13.6 *The booker(s)* confirms/confirm and ensures/ensure that they are (i) authorised to use the credit card, or other means of payment, attached to placing a reservation, and that (ii) the information provided is accurate and complete.
- 13.7 The payment from the *booker(s)* to the *location partner(s)* pursuant to the *catering agreement(s)*, as well as the administrative costs for the invoices, will be exclusively invoiced and collected by *Onemeeting*. This applies to the price ensuing from the *offer*, as well as the other provisional sums, provided that the latter are approved by the mandatory by means of a signature. The mandatory is designated as the mandated person for this purpose by *Onemeeting* on the nomination from the *booker(s)*.
- 13.8 *Onemeeting* sends invoices for one-off and/or periodic payments in writing or digitally to the *booker(s)*.
- 13.9 Administrative costs are charged for invoices to the amount of:
- o € 6.50 for an invoice amount up to and including € 250 (incl. vat)
  - o € 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.
- 13.10 *Onemeeting* retains the right to adjust the stated prices per season or as a result of statutory schemes or provisions in the interim.
- 13.11 The invoice amount owed must be transferred within two weeks after the invoice date to the account of *Onemeeting* set out in the invoice, unless otherwise agreed in the signed cooperation agreement. *The booker(s)* gives/give permission to *Onemeeting* for sharing with third parties the shared information.
- 13.12 *Onemeeting* will be entitled to charge an advance payment to the *booker(s)*. *Onemeeting* sends a pro forma invoice for this to the *booker*.
- 13.13 The *applicant(s)/booker(s)/guest(s)* will be obliged, prior to the *booking*, or no later than four weeks prior to the date (of the meeting), which the *catering agreement* relates to, to pay a deposit of 80% of the *booking amount* if:
- a. the (estimated) *booking amount* is equal to or higher than the ceiling amount of the *applicant/guest/booker*.  
A credit check is conducted prior to the first *booking* of the *booker(s)* (with approval from the *applicant/booker/guest*), on the basis of which a ceiling amount is determined for the *booker(s)*;
  - b. the (estimated) *booking amount* is equal to or higher than € 7,500 incl. vat.
- 13.14 The *applicant(s)/booker(s)/guest(s)* will be obliged, prior to the *booking*, or no later than four weeks prior to the date (of the meeting), which the *catering agreement* relates to, to pay a deposit of 100% of the *booking amount* if:
- a. if there is private individual applicant;
  - b. the invoice will be addressed to an address outside the Netherlands;
  - c. if the outcome of the credit check, or if this is not forthcoming, gives cause for this, which will be at the (exclusive) discretion of *Onemeeting*.
- 13.15 In addition to the subclauses above, the *applicant(s)/guest(s)/booker(s)* may be held to meet other specific deposit requirements of the *location partner(s)*. If applicable, this will be set out in the *offer(s)*.
- 13.16 If the amount has not been transferred to the account of *Onemeeting* at the time set out in subclause 13.13, the *booker(s)* will be in default. From that date:
- a. *the booker(s)* will owe the statutory interest under Section 119(a) Book 6 of the Civil Code to *Onemeeting*;
  - b. *Onemeeting* will be entitled to refer the debt for collection to a third party. *The booker(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;

- c. *Onemeeting* will also be entitled to suspend *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 *booker(s)*.

- 13.17 *The booker(s)* will be entitled until 3 months 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 3 months after the invoice date will never be honoured.
- 13.18 If there is a dispute between *Onemeeting* and the *booker(s)* 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 *booker(s)* by offsetting the respective invoice amount against claims that the *booker(s)* for whatever reason has/have against *Onemeeting*.
- 13.19 As soon as the *booker(s)* has/have fulfilled towards *Onemeeting* the financial obligations 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 *booker(s)*.

## 14. Confidentiality

- 14.1 The *applicant/booker* guarantees that all data and documentation received from *Onemeeting*, regarding which the *applicant/booker* 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 *applicant/booker* will only use the data and documentation referred to for the objective for which these were provided to them or became known to them during the use of the *account* and/or during the performance of the *catering agreement* and/or *intermediary agreement* as well as the present general terms and conditions. The *applicant/booker* is permitted to share the confidential information with third parties, insofar as this is necessary for the normal use of the *account* and/or the completion of the performance of the *catering agreement* 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 *applicant/booker* ought to have understood the confidential nature thereof. The *applicant/booker* will be responsible for ensuring that this duty of confidentiality is also imposed on anyone – including the *users*, who act under their authority or on their instructions – and will ensure compliance therewith.
- 14.2 The obligations of this article 14 apply during the term of the *catering agreement* and/or *intermediary agreement* as well as after the end thereof.
- 14.3 In the event of non-compliance with the provisions of this article 14, the *applicant/booker* will incur towards *Onemeeting* an immediately due and payable financial penalty of € 10,000 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 making available of the *account* and/or the performance of the *intermediary 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.

## 15. What do we do with your data?

- 15.1 *Onemeeting* – in the capacity as the controller – processes the *personal data* received from the *applicant/booker/guest* in the context of the *intermediary agreement* and/or the *account*, in accordance with the

applicable privacy legislation and regulations including, but not exclusively, the GDPR.

- 15.2 The *applicant/booker* guarantees that the *personal data* that the *applicant/booker* provides to *Onemeeting* in the context of the *intermediary agreement* and/or the *account* 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 *applicant/booker* indemnifies *Onemeeting* against claims by data subjects and/or third parties and/or financial penalties from the supervisory authorities in this respect.
- 15.3 *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 *applicant/booker* is responsible for ensuring and guarantees that – insofar as the *applicant/booker* provides personal data to *Onemeeting* – the data subjects as well as anyone whose *personal data* is provided by the *applicant/booker* to *Onemeeting*, will be informed of this privacy statement prior to the providing thereof.

## 16. Which risks do you bear?

- 16.1 *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.
- 16.2 *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 (other) *applicant(s)/booker(s)/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.
- 16.3 The *applicant(s)/booker(s)* cannot derive any rights from all the applications to or communication with the *location partner(s)*, or (all forms of) the acknowledgement of receipt of every message or application. *Onemeeting* does not guarantee that every application or message will be received, read, adhered to, executed, or accepted (properly and in a timely manner) by the *location partner*.
- 16.4 The *applicant(s)/booker(s)* must when consulting *Onemeeting.com* and/or *Meeting Expert(s)* in any event observe the following:
- Abundantly clear mistakes and (printing) errors are not binding.
  - All special offers and promotions are stated in that capacity.
  - The currency conversion must be exclusively regarded as an indication and not as accurate or up-to-date. The actual rates can derogate.
- 16.5 *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 made available, unless expressly stated otherwise.
- 16.6 *Onemeeting* will not be liable for any damage ensuing from any intervention, whether or not by *Onemeeting*, resulting in the *booker(s)* and the *location partner* concluding a *catering agreement* or resulting in the *booker(s)* and *Onemeeting*

concluding an *intermediary agreement* – including for non-recurring, special exemplary, punitive or moral damage, consequential loss, or damage otherwise – with the exception of when 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 personal injury of the *applicant(s)/booker(s)/guest(s)* caused by the (other) *guest(s)*, *applicant(s) booker(s)* or the *location partner*. *The applicant/booker* agrees to compensate *Onemeeting* (and its employees, director(s) and shareholder(s)) and to indemnify them against all these claims.

- 16.7 *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 *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)*.
- 16.8 *Onemeeting*, as the intermediary, exclusively arranges the reservation and invoicing of the booking, unless agreed otherwise in writing. *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 *guest(s)*. *The location partner(s)* will be liable towards the *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(s)* or the employees of the *location partner(s)*.
- 16.9 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.
- 16.10 Every (potential) claim or demand addressed to *Onemeeting*, or with regard to the *catering agreement(s)* or the *intermediary agreement(s)*, or the present general terms and conditions, must be submitted as soon as possible to *Onemeeting*, but 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 *applicant(s)/booker(s)/guest(s)* and/or the third party/parties will lose any right to compensation (of damage or costs).
- 16.11 All claims of the *applicant(s)/booker(s)* will lapse after the expiry of one year after the time at which these arose.
- 16.12 *Onemeeting* cannot be held liable for financial penalties and/or penalty payments that are imposed on the *applicant(s)/booker(s)* due to non-compliance with the provisions on the basis of the General Data Protection Regulation.
- 16.13 *The applicant(s)/booker(s)* indemnifies/indemnify *Onemeeting* against all claims by (other) *applicant(s)/booker(s)/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 *intermediary agreement(s)* concluded between the *booker(s)* and *Onemeeting* and shortcomings in the performance of the *catering agreement(s)* concluded between the *booker(s)* and the *location partner(s)*.
- 16.14 *The booker(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.

## 17. What is a force-majeure situation?

- 17.1 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 in case of a force-majeure situation. 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.

- 17.2 In the event that a breakdown occurs in the facilities of the *applicant/booker*, 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 arisen due to this to the *applicant/booker*.

## CHAPTER 4 – IN CONCLUSION

### 18. Amendments of the terms and conditions and non-assignment clause

- 18.1 *Onemeeting* retains the right to make amendments of and/or expand the instructions drawn up for the performance of the *intermediary 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. The amendments and/or extensions made by *Onemeeting* must be reasonable and cannot be in conflict with these general terms and conditions.
- 18.2 Amendments of these general terms and conditions will be reported in writing to the *applicant(s)/booker(s)* and a copy of the newly applicable provisions will be sent. In the event that the *applicant(s)/booker(s)* do not, within one month after the dispatch, object in writing to the applicability of the ongoing agreement(s), the new provisions will govern the ongoing agreement(s). If the *applicant(s)/booker(s)* do object in a timely manner, the old provisions and/or terms and conditions will remain in effect.
- 18.3 The *booker(s)* 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 *intermediary agreement(s)* and/or *catering agreement(s)* in respect of *Onemeeting*, (other) *applicant(s)/booker(s)/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.
- 18.4 Agreement by *Onemeeting* to debt takeover or contract takeover can only be assumed if *Onemeeting* has made this agreement expressly apparent in writing.

### 19. Do you disagree with Onemeeting?

- 19.1 These general terms and conditions, as well as the agreement(s), which these terms and conditions apply to, will be governed by and interpreted in accordance with Dutch law.
- 19.2 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), which 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.
- 19.3 The *applicant(s)/booker(s)* will first report complaints and/or potential disputes to *Onemeeting* and/or (other) *applicant(s)/booker(s)/guest(s)* and/or *location partner(s)* and undertake to first reach an amicable solution with *Onemeeting* and/or (other) *applicant(s)/booker(s)/guest(s)* and/or *location partner(s)*, before they involve *Onemeeting* and/or (other) *applicant(s)/booker(s)/guest(s)* and/or *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*.
- 19.4 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).