

General Terms and Conditions

Date: 15 April 2019

These general terms and conditions, which are applicable to all products and services supplied by ProDemos – House for Democracy and the Rule of Law, are divided into seven sections:

- A. General
- B. Education programmes at ProDemos and at the *Binnenhof* (not included in this English version)
- C. Tours and other activities at ProDemos and at the *Binnenhof*
- D. External education programmes (not included in this English version)
- E. External programmes and activities for adults (not included in this English version)
- F. Venue hire
- G. Online stores (not included in this English version)
- H. Web applications

The General section applies to all contract types concluded by ProDemos with other parties. Depending on the product(s) and service(s) being supplied, the provisions from one or more other sections may also be applicable.

These General Terms and Conditions have been filed with the Chamber of Commerce in The Hague.

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A. GENERAL

Article 1. DEFINITIONS

The terms denoted by an initial capital letter in these General Terms and Conditions (singular or plural) shall be defined as follows:

- 1.1. **Application:** Any online application developed, configured and/or made available to the Counterparty by ProDemos under a Contract.
- 1.2. **Processing Contract:** Any processing contract that is concluded between the parties concerning the products and/or services offered.
- 1.3. **Consumer:** The Counterparty who is a natural person and not acting in their capacity as a professional or representing a company.

1.4. **Intellectual Property Rights:** All intellectual property rights and related rights, including (but not limited to) copyright, database rights, rights to domain names, trading names, rights to know-how, brand rights, model rights, neighbouring rights and patent rights.

1.5. **Materials:** All recommendations, reports, images, texts, concepts, sketches, Websites, Applications, documentation and other intellectual products developed and/or supplied by ProDemos under the Contract.

1.6. **Contract:** Any Contract concluded between the Counterparty and ProDemos in which ProDemos has committed to provide the Counterparty with products and/or services.

1.7. **ProDemos:** The Foundation titled 'ProDemos – House for Democracy and the Rule of Law', situated at Hofweg 1H in The Hague and registered with the Chamber of Commerce under ID number 508.38.053.

1.8. **Writing:** Both traditional written communication and communication by e-mail, provided the identity of the sender and the integrity of the content of the communication are sufficiently clear.

1.9. **Service Level Agreement:** Any service level agreement that is concluded between the parties concerning the products and/or services offered.

1.10. **Confidential Information:** Any information that is either labelled as confidential, or which the receiving party can reasonably be expected to understand is confidential in nature.

1.11. **Websites:** Any website developed, configured and/or made available to the Counterparty by ProDemos under a Contract.

1.12. **Counterparty:** The natural or legal person with whom/with which ProDemos has concluded, or intends to conclude, a Contract.

Article 2. VALIDITY AND PRIORITY

2.1. Any exceptions to these General Terms and Conditions shall only be considered valid if they have been agreed upon expressly and in Writing.

2.2. If one or more of the provisions in these General Terms and Conditions prove to be invalid, the remaining provisions shall remain in full effect. In such cases, ProDemos and the Counterparty shall enter into consultations to agree on new provisions to replace the invalid ones, with the aim of retaining the import of the original provision as closely as possible.

2.3. In the event of any contradictions between the various applicable documents, the following order of priority shall apply (from highest to lowest): a) any applicable Processing Contract; b) the Contract; c) any applicable Service Level Agreement; d) these General Terms and Conditions.

Article 3. OFFERS AND QUOTATIONS

3.1. Any offers and quotations made by ProDemos shall be obligation-free and valid for 14 days, unless otherwise specified. Unless otherwise specified, ProDemos shall only be bound to the particulars of an offer or quotation if the Counterparty responds in agreement therewith and Writing within 14 days of the issue date.

3.2. Should ProDemos approve an offer or quotation after the validity thereof has expired, the offer or quotation shall be considered approved nonetheless.

3.3. If the Counterparty agrees to terms other than those offered by ProDemos, ProDemos shall not be bound to approval – not even if the terms in question are of secondary importance. In such cases, the Contract shall not be concluded under the altered terms, unless ProDemos indicates otherwise.

3.4. Any combined quotation shall not oblige ProDemos to fulfil any part of the Contract proportionately to the specified price.

3.5. Any deadlines issued by ProDemos are indicative only, and shall not be considered strict deadlines unless expressly specified otherwise in Writing.

Article 4. PERFORMANCE OF THE CONTRACT

4.1. ProDemos shall, to the best of its understanding and ability, perform the Contract according to high standards.

4.2. ProDemos is entitled to have all or part of the Contract performed by third parties.

4.3. The Counterparty shall issue any and all information promptly to ProDemos that ProDemos indicates is necessary, or which the Counterparty should reasonably be expected to understand is necessary for performance of the Contract.

4.4. If the information required to perform the Contract is not made available in a timely fashion, ProDemos shall be entitled to suspend performance of the Contract and/or to charge any resulting additional costs to the Counterparty at ProDemos' usual rates.

4.5. ProDemos shall not be held responsible for damages of any kind whatsoever resulting from the Counterparty providing inaccurate and/or incomplete information, unless ProDemos ought to be aware of the inaccuracy/incompleteness.

4.6. If it has been agreed that the Contract shall be performed in stages, ProDemos may suspend performance of sections belonging to subsequent stages until the Counterparty has approved the results of the preceding stage in Writing.

4.7. If ProDemos (or third parties hired by ProDemos) carries out contractual activities on the Counterparty's premises or another location designated by the Counterparty, the Counterparty shall provide all reasonable support and facilities at no additional charge.

Article 5. EXTRA WORK

5.1. If the Counterparty requests additional products and/or services not covered under the Contract, the parties shall enter into consultation and ProDemos shall draw up a supplementary quotation. ProDemos will not carry out the extra work until the Counterparty has approved the supplementary quotation.

5.2. ProDemos shall require no approval for the performance of extra work that it can demonstrate is reasonably necessary for the correct performance of the Contract, or which follows logically from the

Counterparty's instructions. The cost for any such work shall be calculated afterwards, based on the usual rates charged by ProDemos for the relevant activities.

5.3. ProDemos shall not be obliged to perform the extra work if doing so does not constitute a reasonable demand.

Article 6. ALTERATIONS TO THE CONTRACT AND GENERAL TERMS AND CONDITIONS

6.1. Interim Contract alterations are only possible subject to approval in Writing by both parties. However, both parties must cooperate fully with alterations or additions to the Contract that are deemed reasonably necessary due to new or modified legislation.

6.2. If the Contract is a continuing performance contract, ProDemos shall be entitled to alter these General Terms and Conditions, and must notify the Counterparty in Writing at least 30 days before the alterations enter into effect.

6.3. If the Counterparty does not wish to accept the altered General Terms and Conditions, it may submit a substantiated objection in Writing within 14 days of the notification of such from ProDemos, upon which ProDemos shall reconsider the alterations.

6.4. If ProDemos decides to implement the alterations despite the objection, the Counterparty shall be entitled to terminate the contract, effective from the date on which the altered General Terms and Conditions come into effect.

6.5. The procedure described in Articles 6.2-6.4 shall not apply to alterations of secondary importance. ProDemos may implement such alterations at any time without the Counterparty being entitled to terminate the Contract.

Article 7. CHANGES TO PRICING

7.1. ProDemos may modify prices at any time, based on modified prices by ProDemos' own suppliers that are charged onto the Counterparty accordingly.

7.2. ProDemos may alter the agreed prices once per contractual year by a percentage amount in accordance with the relevant price index issued by Statistics Netherlands (*Centraal Bureau voor de Statistiek*, CBS).

7.3. In the instances described in Articles 7.1 and 7.2, the Counterparty shall not be entitled to terminate the contract. In other cases, the procedure for price changes shall apply as described in Article 6.

7.4. The provisions in Article 7.1 and 7.2 shall apply *mutatis mutandis* to Consumers subject to the provision that, if prices are raised irrevocably within three months of conclusion of the Contract, the Consumer shall be entitled to terminate the Contract.

Article 8. TERM AND TERMINATION

8.1. The Contract shall be entered into for an indefinite period, unless dictated otherwise by the nature of the Contract or expressly agreed upon by the parties in Writing.

8.2. If the agreed term of a temporary Contract has expired, the Contract shall be extended for an indefinite period unless terminated in a timely fashion. The above shall apply unless the nature of the Contract dictates otherwise, or unless agreed upon expressly in writing by the parties.

8.3. The Contract must be terminated in Writing and subject to a one-month notice period, unless expressly agreed upon by the parties otherwise in Writing.

8.4. ProDemos is entitled to suspend or terminate the Contract immediately in Writing without notice of default being required if the Counterparty files for bankruptcy, applies for a moratorium, ceases its activities, or its company goes into liquidation.

8.5. Additionally, ProDemos may suspend or terminate the Contract immediately in Writing if the Debt Restructuring (Natural Persons) Act (*Wet schuldsanering natuurlijke personen*) either proves to be or becomes applicable to the Counterparty.

8.6. ProDemos is entitled to terminate the Contract if such circumstances arise that either render fulfilment of the Contract terms impossible, or mean that the unaltered fulfilment thereof can no longer be reasonably expected.

8.7. If ProDemos suspends fulfilment of the Contract, it shall retain its entitlements under the Contract and the applicable laws and legislation. In the event that the Contract is terminated, ProDemos' claims on the Counterparty shall be immediately due and payable.

8.8. If the Contract is dissolved, the Counterparty shall remain liable for amounts already invoiced, and there shall be no obligation to reverse. The Counterparty may only dissolve a portion of the Contract that has not yet been performed by ProDemos.

8.9. The Counterparty shall never claim compensation of any kind whatsoever in connection with the termination or suspension rights exercised by ProDemos under this Article.

8.10. The Counterparty is obliged to compensate ProDemos for any damages suffered as the result of suspending or dissolving the Contract, to the extent that such damage is attributable to the Counterparty.

Article 9. PRICING AND EXPENSES

9.1. Unless the parties have agreed on a fixed price, the price will be determined on the basis of actual hours worked. Prices shall be calculated based on ProDemos' usual hourly rates applicable during the period in which the Contract is performed, unless a different hourly rate has been agreed upon.

9.2. Unless expressly stated otherwise, the prices communicated by ProDemos shall be in euros and exclusive of VAT and any other applicable government levies.

9.3. The prices and expenses owed under Contracts with a term of longer than three months may be charged on a quarterly basis.

Article 10. PAYMENT

10.1. ProDemos shall send invoices for all amounts owed, and is entitled to invoice electronically and in advance.

10.2. Unless agreed otherwise, payment must be made within 10 working days of the invoice date in a manner specified by ProDemos. Objections to the amount (or other details) of invoices shall not suspend the Counterparty's payment obligations.

10.3. Failure to complete payments on time shall place the Counterparty legally in default, without any notice of such being necessary. In such cases, the Counterparty shall be liable for statutory interest on the outstanding amount. The Counterparty shall also be fully liable in such cases for both judicial and extrajudicial debt-collection costs, including any costs for solicitors, lawyers, enforcement agents and debt-collection agencies. If the Counterparty is acting as a Consumer, legal default shall only enter into force following notification thereof in Writing.

10.4. ProDemos' claims on the Counterparty shall be immediately due and payable if the Counterparty files for bankruptcy, applies for a moratorium, ceases its activities, or if its company goes into liquidation.

10.5. ProDemos' claims on the Counterparty shall also be immediately due and payable if the Debt Restructuring (Natural Persons) Act (*Wet schuldsanering natuurlijke personen*) either proves to be or becomes applicable to the Counterparty.

10.6. ProDemos shall be entitled to apply payments made by the Counterparty firstly to the costs incurred, and secondly to the principal sum and accrued interest. ProDemos may, without being in default as a result, refuse an offer of payment if the Counterparty indicates an alternative sequence of settling debts. ProDemos may refuse payment of the debt in full, if such payment does not also cover the accrued interest and associated costs.

10.7. Payment for online reservations can only be made using iDeal or credit card. An electronic invoice will be sent immediately afterwards.

10.8 Payments made by credit card are immediately token from the account of the credit card holder.

Article 11. DEBT COLLECTION COSTS

11.1. If the Counterparty is in default of one or more of its obligations under the Contract, all reasonable costs incurred to obtain an out-of-court settlement shall be for the account of the Counterparty. Failure by the Counterparty to pay a sum by the specified deadline will result in an immediately payable fine equal to 15% of the outstanding sum, and a minimum of €50.

11.2. If, due to the default of the Counterparty, ProDemos was forced to incur higher costs, these costs shall also be subject to repayment.

11.3. Contrary to the above, extrajudicial debt-collection costs shall be calculated according to the Extrajudicial Collection Costs (Standards) Act (*Wet Incassokosten*) if the Counterparty is acting in the capacity of a Consumer.

11.4. Any reasonable judicial and enforcement costs shall also be charged to the Counterparty.

11.5. The Counterparty shall owe interest on the debt-collection costs incurred.

Article 12. RETENTION OF TITLE

12.1. All materials supplied by ProDemos to the Counterparty shall remain the property of ProDemos until the Counterparty has fulfilled all of its obligations under the Contract.

12.2. The Counterparty shall not be entitled to pledge or otherwise encumber any property to which ProDemos has retained title.

12.3. Should third parties seize, attach rights or make claims to any property falling under the retention of title, the Counterparty must notify ProDemos of such as quickly as may reasonably be expected.

12.4. The Counterparty is obliged to insure (and keep insured) any property provided under retention of title against theft and against damage due to fire, explosions or flooding, and must present a copy of the relevant insurance policy immediately upon request.

12.5. Any property supplied by ProDemos that falls under retention of title as described in Article A 12.1 may not be sold on or used as a means of payment.

12.6. In the event that ProDemos wishes to exercise any of the rights to property as described in this Article, the Counterparty hereby grants unconditional and irrevocable permission (to ProDemos or to third parties appointed by ProDemos) to enter the premises where the property is located and to repossess it.

Article 13. COMPLAINTS

13.1. The Counterparty must submit any complaints regarding performance of the contract to ProDemos in Writing within 10 working days of delivery/completion. This notification of default should describe the shortcoming in as much detail as possible, to enable ProDemos to respond adequately.

13.2. If the complaint is justified, ProDemos shall ensure remedy or replacement, unless the Counterparty can demonstrate – and sets out in Writing – that this would serve no useful purpose.

13.3. If remedy/replacement is no longer possible or useful, ProDemos shall only remain liable within the limitations set out in Article A 15.

13.4. The provisions in this Article shall not infringe on the mandatory statutory rights of Consumers.

Article 14. RETURNING MATERIALS PROVIDED

14.1. If, in the course of performance of the Contract, ProDemos supplies materials to the Counterparty without transferring ownership thereof, the Counterparty shall be obliged to return these materials in their original condition, complete and free of defects, within 10 working days of termination of the Contract. If the Counterparty fails to comply with this stipulation, all ensuing costs will be for the account of the Counterparty.

14.2. If the Counterparty fails to comply (for any reason whatsoever) with the obligation described in Article 14.1 above following a reminder to this effect, ProDemos shall be entitled to recover the ensuing damages and costs (including replacement costs) from the Counterparty.

Article 15. LIABILITY

15.1. ProDemos' liability for damages resulting from an attributable shortcoming in the performance of the Contract or otherwise shall be limited per instance (whereby a series of subsequent instances shall be deemed a single instance) to the price as specified in the Contract. If the Contract is a continuing performance contract, the maximum amount owed (excluding VAT) shall be the contractual amount paid by the Counterparty over the three months preceding the emergence of the damages.

15.2. ProDemos expressly rejects liability for indirect damages, which shall include (but not be limited to) consequential damage, lost income, lost savings, loss of data, and/or damages as the result of business interruption.

15.3. Some of these conditions or limitations/exclusions to liability stipulated elsewhere shall not apply if the damages are the result of intent or deliberate recklessness on the part of the ProDemos management.

15.4. The validity of any right to compensation shall depend on the Counterparty having notified ProDemos of the relevant damages within 12 months of their discovery.

Article 16. INDEMNIFICATIONS

16.1. The Counterparty hereby indemnifies ProDemos of any claims by third parties to Intellectual Property Rights pertaining to Materials supplied by the Counterparty used in performance of the Contract.

16.2. The Counterparty hereby guarantees that any data carriers, electronic files, software and/or hardware that it supplies to ProDemos shall be free of viruses or other harmful software and defects.

Article 17. UNFORESEEN CIRCUMSTANCES/*FORCE MAJEURE*

17.1. Parties shall not be held liable for the fulfilment of any obligations arising from the Contract if the performance thereof is impeded by circumstances beyond the parties' control, nor can ProDemos be held liable for any damages resulting from such circumstances.

17.2. In addition to the circumstances defined as *force majeure* by the law and jurisprudence, the definition in these General Terms and Conditions shall include (but is not limited to): strikes, supply stagnation, fire, flood, power outages, internet disruptions, disruptions in telecommunications infrastructure, network attacks (including DoS/DDoS attacks), malware or other malicious software attacks, domestic disturbances, mobilisation, war, import/export disruptions, and any circumstance in which ProDemos is unable to fulfil its obligations due to any reason attributable to its suppliers.

17.3. Parties shall be entitled to suspend the contractual obligations while the relevant circumstances persist. If this period lasts longer than two months, both parties shall be entitled to terminate the Contract without any obligation to compensate the other party for damages.

8 17.4. If, when the *force majeure* arises, ProDemos has already partially fulfilled (or is still able to fulfil) its Contractual obligations, and such obligations represent independent value, ProDemos shall be entitled to charge separately for that part of the Contract. The Counterparty shall be obliged to comply with any such charges as though they constituted a separate Contract.

Article 18. CONFIDENTIALITY

18.1. Both parties must observe confidentiality with regard to all Confidential Information (either their own or from other sources) supplied as part of the Contract.

18.2. Parties shall ensure that any Confidential Information received is protected against unauthorised access or application to the same extent as its own Confidential Information, or at least to a reasonable extent.

18.3. Parties that are obliged to supply Confidential Information to third parties under a statutory provision or court decision shall be entitled to do so. However, the party that supplied the information must be informed of the order as early as possible in advance, unless the order expressly forbids it. If the supplying party expresses a desire to take measures against disclosure of the information (e.g. via preliminary relief proceedings), the information shall not be released (to the extent permissible by law) until a decision has been made.

Article 19. INTELLECTUAL PROPERTY RIGHTS

19.1. All Intellectual Property Rights to the Materials developed and/or supplied as part of the Contract shall remain with ProDemos or its licensors. Intellectual Property Rights may only be transferred subject to express agreement in Writing.

19.2. The Counterparty shall only receive the non-exclusive, non-transferable and non-sublicensable user rights to the Materials subject to the provisions in the Contract or other agreements concluded in Writing. The user rights shall remain valid for the term of the Contract.

19.3. The Materials developed and/or supplied by ProDemos may not be reproduced or made public without ProDemos' prior approval in Writing.

19.4. The Counterparty shall not be permitted to delete or modify any statement of Intellectual Property Rights from the Materials, nor shall it be permitted to delete or modify any statement regarding the confidential nature of the Materials.

Article 20. PHOTOGRAPHS AND VIDEO FOOTAGE

20.1. ProDemos is entitled to take photographs and video footage during guided tours, programmes and activities (which may or may not involve third parties) for publicity purposes. These photographs/videos may be used on ProDemos' website and social media platforms, or in printed publicity materials (such as flyers and brochures). The materials may also be used and published by external media parties. By taking part in an activity or programme, the participants hereby agree to the above.

20.2. Where possible, ProDemos shall announce in advance that photographs/video footage will be taken during a tour or programme. Any participants who object to the public release or reproduction

of materials in which they are clearly visible may indicate as such to ProDemos in advance. In such cases, ProDemos shall do its utmost to prevent any such public release or reproduction.

20.3. Taking photographs or video footage may be subject to additional internal/other regulations and procedures at the locations visited during the tour or programme. Participants in the programme are themselves responsible for complying with these regulations/procedures. ProDemos may ask participants who fail to do so to delete the relevant photographs or video recordings.

20.4. When taking photographs or video footage during Education Programmes that involve the participation of underage students, ProDemos shall always ask for permission from their parents in advance via the contact person from the education institution.

20.5. Tour or programme participants who take photographs or make video recordings depicting the facilitating ProDemos staff shall be asked to request permission from the staff member in question before doing so, and the relevant staff member shall be entitled to withhold their permission.

Article 21. CHOICE OF FORUM AND DISPUTES

21.1. All Contracts and legal relationships ensuing therefrom shall be governed exclusively by Dutch law.

21.2. Barring any mandatory provisions under the law, disputes may only be brought before the competent court of the district where ProDemos has its place of business. Parties shall not appeal to the court until they have done their utmost to resolve the dispute themselves through mutual consultation.

Article 22. MISCELLANEOUS PROVISIONS

22.1. Should a translated version of these General Terms and Conditions result in any ambiguities, the Dutch text shall prevail in the interpretation of the content and purport thereof.

22.2. ProDemos shall be entitled to transfer its rights and responsibilities under the Contract to any third party that acquires ProDemos or its business activities.

22.3. The Counterparty must inform ProDemos as soon as possible of any change in its name, postal/visiting address, e-mail address, telephone number or bank account details.

22.4. If the Counterparty is acting in its capacity as a professional or business, all versions of logs and communication stored by ProDemos shall be considered correct, unless the Counterparty can provide proof to the contrary.

C. TOURS AND OTHER ACTIVITIES AT PRODEMOS AND AT THE *BINNENHOF*

Article 1. APPLICABILITY

1.1. If the Contract pertains to participation in a tour, programme, or other activity in The Hague (other than an Education Programme) that is run or organised by ProDemos, the terms and conditions shall apply as set out in this section.

1.2. The provisions in this section are supplementary to those in the General section of these General Terms and Conditions. In the event of any contradictions, the provisions in this section shall take precedence over those in the General section.

Article 2. BOOKING TOURS AND OTHER PROGRAMMES

2.1. Tickets for tours and other programmes (e.g. debate evenings) can be reserved and paid for (if applicable) via the ProDemos online reservation system. Counterparties that book a ticket online are themselves responsible for printing out and bringing the ticket with them, or presenting it in a scannable form. This ticket shall serve as right to admission.

2.2. Tickets may also be purchased at the counter upon entering the Visitor Centre. To be assured of a place, however, ProDemos advises Counterparties to book in advance using the online reservation system.

2.3. ProDemos is strictly limited to the stated maximum number of participants per guided tour, walking tour or programme.

2.4. ProDemos offers companies, organisations, government institutions and other groups the option of booking a tailored (*OpMaat*) programme. Such offers made by ProDemos are obligation-free and, unless stated otherwise, valid for 10 working days. Tailored *OpMaat* programmes are invoiced and must be paid for in advance. The invoice must be paid within 10 working days. Only upon payment of the invoice will the reserved tour or programme take place.

2.5. The Counterparty must inform ProDemos of participation in tours or programmes by any special guests, such as members of the Royal Family, high-ranking dignitaries (e.g. ministers), and persons with a high risk profile, upon which the parties shall enter into consultation regarding the necessary measures to be taken.

2.6. ProDemos offers no safe storage option for participants' bags.

Article 3. CANCELLATION

3.1. If participants are unable to attend, payment of the price of booked tours and programmes (as outlined for Consumers in Section G, Articles 5 and 6) cannot be refunded or waived. It is possible to refund or waive the fees, however, if the tour or programme booked by the Counterparty is altered or cancelled unilaterally by ProDemos.

Article 4. VISITS TO THE HOUSE OF REPRESENTATIVES AND OTHER *BINNENHOF* BUILDINGS

4.1. Tours or programmes may include a visit to the Dutch House of Representatives (*Tweede Kamer*). All members of the group must follow the instructions given by the staff and security of the House of Representatives and other *Binnenhof* buildings, such as the Hall of Knights (*Ridderzaal*) and the Senate (*Eerste Kamer*). Failure to do so may result in the entire group being refused entry to the House of Representatives or other buildings.

4.2. The House of Representatives generally only meets for 2.5 days per week in the plenary hall (from Tuesday afternoon until Thursday). ProDemos can therefore not guarantee that visitors will be able to attend a plenary meeting.

14 4.3. The Counterparty shall not make any independent agreements with Members of Parliament or institutions without ProDemos' knowledge, as this may interfere with agreements made (in advance or otherwise) by ProDemos with these parties for the Counterparty.

Article 5. BUILDING ACCESS

5.1. The Hall of Knights and adjoining movie room are not accessible to those with (severe) mobility limitations, as they can only be entered via steps. This is clearly stated on the ProDemos website. Cancellations for accessibility reasons do not qualify for fees to be refunded or waived.

Article 6. UNDESIRABLE BEHAVIOUR

6.1. Participants must follow all instructions issued by ProDemos guides, facilitators or other staff.

6.2. In the case of serious misbehaviour by participants during the programme or activity, ProDemos reserves the right to terminate the programme early or to send one or more participants away.

Article 7. UNFORESEEN CIRCUMSTANCES

7.1. Unforeseen (or other) circumstances or in or around the *Binnenhof* may sometimes result in the buildings being closed to the public at short notice.

Such circumstances may be related to the current political climate and/or building safety. In such cases, the scheduled tour or programme cannot take place.

7.2. If ProDemos must cancel a scheduled tour or programme due to unforeseen circumstances, it will offer an alternative programme (if possible), consult with the Counterparty to reserve a new date, or refund the amount paid by the Counterparty.

7.3. If ProDemos must cancel a tour or programme due to unforeseen circumstances, ProDemos shall not be held liable for any transport or other costs incurred by the Counterparty related to participation in the tour or programme.

Article 8. START OF THE TOUR AND PROGRAMMES

8.1. The tours and programmes will commence at the agreed time and location. Tours always leave from the ProDemos Visitor Centre. If the Counterparty arrives late, participation in the tour or programme can no longer be guaranteed. In such cases, no compensation will be offered in the form of a refund or otherwise.

Article 9. DATA PROCESSING

9.1. When booking tours or programmes, the Counterparty must enter personal and other information into the reservation system. ProDemos will carefully protect this information, and it will not be shared with third parties unless required as part of the Contract. ProDemos may contact the Counterparty in order to evaluate its programmes, however. More information on the processing of personal information can be found in the ProDemos privacy statement.

F. VENUE HIRE

Article 1. APPLICABILITY

1.1. Contracts involving venue hire are subject to the conditions as set out in this section.

1.2. The provisions in this section are supplementary to those in the General section of these General Terms and Conditions. In the event of any contradictions, the provisions in this section shall take precedence over those in the General section.

Article 2. CONDITION OF THE VENUE

2.1. At the commencement of hire, the venue will be provided and accepted by the lessee in its current condition. Parties may insist on having the condition of the venue (as described in the previous sentence) documented in Writing in a condition report to be initialled by both parties and attached to the Contract as an appendix, which shall be considered an integral part of the lease agreement.

2.2. If no condition report is drawn up at the commencement of the Contract, the venue shall be considered to have been provided in the condition that the Counterparty may expect of a well-maintained venue of the type to which the Contract pertains.

2.3. The Counterparty shall undertake to inspect the venue prior to concluding the Contract, in order to evaluate whether it is suitable for the purposes at hand. ProDemos is under no obligation to inspect the venue; only to inform the Counterparty of any defects of which it is aware and that, to its knowledge, may affect the suitability of the venue. ProDemos cannot be held liable for the consequences of any defects of which it was not (or not required to be) aware.

Article 3. USE OF THE VENUE

3.1. For the duration of the lease agreement, the Counterparty shall use the venue in accordance with the purpose set out in the Contract and the applicable conditions. Any alternative use of the venue shall be subject exclusively to approval in Writing by ProDemos.

3.2. The Counterparty shall also be obliged to observe all instructions given by or on behalf of ProDemos either verbally or in Writing in the interests of the proper use of the venue, and of the indoor/outdoor spaces and facilities of the building or premises that form part thereof.

3.3. The Counterparty shall not be permitted to cause any disruptions or inconvenience in its use of the venue or the premises pertaining thereto.

3.4. Except in the course of normal use, the Counterparty shall not be permitted to make changes or additions to the venue or perform any repairs without approval in Writing by ProDemos.

3.5. The Counterparty shall never be entitled to carry out repair or maintenance work (or have it carried out) on its own initiative.

3.6. Persons allowed to access the venue by the Counterparty do so at their own risk; in any case, this risk shall never be borne by ProDemos. All obligations regarding the use of the venue imposed by these conditions and the Contract on the Counterparty shall also apply to the persons as described in the first sentence. The Counterparty shall be responsible for these persons complying with these obligations. If these persons act contrary to the provisions in these conditions, any ensuing damages shall be for the account of the Counterparty.

3.7. When concluding the contract, the Counterparty must inform ProDemos of the expected attendance of any special guests, such as members of the Royal Family, high-ranking dignitaries (e.g. ministers), and persons with a high risk profile, upon which the parties shall enter into consultation regarding the necessary measures to be taken.

3.8. After concluding a Contract, ProDemos reserves the right to terminate the Contract at any time and to charge any costs already incurred if it believes that the nature of the planned gathering – regardless of its legality – runs the risk of disturbing the peace or is otherwise not in line with ProDemos' position.

Article 4. LIABILITY

4.1. The Counterparty shall be liable to ProDemos for all damage to the venue attributable to either itself or to those entering the venue under its responsibility. Counterparties that make incorrect, careless or improper use of the venue shall be liable for any and all damage suffered by ProDemos or third parties as a result.

4.2. The Counterparty must inform ProDemos immediately in Writing of any damage to the venue. This report must contain sufficient information to allow ProDemos to assess the extent of the damage.

4.3. ProDemos cannot be held liable for any lost or damaged personal items or property of the Counterparty.

Article 5. CONDITIONS OF USE

5.1. The Counterparty is not permitted to sub-let, or allow the venue(s) to be used by, third parties.

5.2. It is not allowed to affix anything to the walls, unless approved by ProDemos.

5.3. It is not allowed to move the existing interior, unless approved by ProDemos.

5.4. Naked flames, burning candles, spray cans or fireworks (including sparklers) are strictly prohibited.

5.5. Smoking is prohibited throughout the building.

5.6. The Counterparty must not exceed the maximum capacity of each venue as set out in the Contract.

5.7. The venue may not be used for parties or celebrations.

5.8. No food or drink may be brought in from outside, unless agreed upon in advance.

Article 6. TIMES

6.1. Venues may be used until 10:00 p.m. at the latest, unless otherwise agreed.

Article 7. CANCELLATION

7.1. Cancellations must be made in Writing to the contact person designated in the lease agreement. If the cancellation is sent by post, the postmark date shall apply as the cancellation date.

7.2. The following cancellation fees shall apply: a) less than one month in advance: 25% of the venue hire; b) less than 14 days in advance: 50% of the venue hire; c) less than 7 days in advance: 100% of the venue hire.

Article 8. DATA PROCESSING

8.1. When reserving venues, the Counterparty must provide ProDemos with personal (and other) information. ProDemos will carefully protect this information, which will not be shared with third parties unless required as part of the Contract. More information on the processing of personal information can be found in the ProDemos privacy statement.

H. WEBSITES AND APPLICATIONS

Article 1. APPLICABILITY

1.1. Contracts pertaining to the development, configuration and/or access to Websites or Applications shall be subject to the conditions as set out in this section.

1.2. The provisions in this section are supplementary to those in the General section of these General Terms and Conditions. In the event of any contradictions, the provisions in this section shall take precedence over those in the General section.

Article 2. CONFIGURATION

2.1. After concluding the Contract, ProDemos shall configure the Website or Application as quickly as possible in accordance therewith, and make it available to the Counterparty. Only subject to acceptance according to the procedure outlined in Article H 3 is the Website or Application to be made available to end-users.

2.2. The Counterparty shall give ProDemos access to all locations, services and accounts under its administration (such as server rooms and web hosting accounts) to the extent that this is reasonably necessary for configuration and the further performance of the Contract.

Article 3. ACCEPTANCE PROCEDURE

3.1. ProDemos shall make the Website or Application (or sections thereof) available to the Counterparty via a test environment once it is of the professional opinion that the agreed specifications and/or level of suitability have been attained.

3.2. The Counterparty must then evaluate and either approve/reject the Website or Application in Writing within 10 working days, or by another agreed deadline. If the Counterparty does not reject the deliverable(s) by this time, it/they shall be considered to have been accepted.

3.3. If the Counterparty rejects all or part of the Website or Application due to failure to satisfy the agreed specifications, ProDemos shall undertake to rectify the reason for the rejection as soon as possible. ProDemos may do so by either revising all or part of the Website or Application, or by

explaining why the reason for the rejection is unjustified. The Counterparty will then have another 5 working days by which to accept or reject the deliverable(s).

3.4. If the Counterparty continues to reject the Website or Application after it has been revised or defended, ProDemos shall be entitled to introduce additional charges for all subsequent revisions. If one or more of the parties believes that subsequent revisions will be of no further use, either party shall be entitled to terminate the Contract for the service in question. In such a case, the Counterparty shall recompense ProDemos for all costs incurred, and the Counterparty shall not be entitled to make use of the rejected deliverable(s) in any manner whatsoever.

3.5. Following acceptance, ProDemos can no longer be held liable for any defects in the deliverable(s), other than those of which it was (or ought to have been) aware at the time of delivery.

Article 4. MAINTENANCE AND AVAILABILITY

4.1. ProDemos will make the Website or Application available online, and shall undertake to ensure its availability as much as possible. ProDemos cannot guarantee uninterrupted availability, however.

4.2. ProDemos may regularly update Websites or Applications to correct errors, add new functionalities or improve performance. If ProDemos believes that a modification will result in significant changes to the existing functionality of a Website or Application, ProDemos shall notify the Counterparty of the modification by e-mail at least 14 days in advance.

4.3. ProDemos shall undertake to limit the unavailability of the Website or Applications as much as possible. If the implementation of modifications and improvements will limit the availability of a Website or Application, such will be carried out as much as possible at times when their use is relatively low.

Urgent maintenance may be carried out at any time, however.

4.4. ProDemos shall undertake to correct any errors in the Website or Application, but in doing so is dependent on its suppliers. ProDemos is entitled to refuse to install supplier updates or upgrades if it believes they will not benefit the functioning of the Website or Application.

4.5. If ProDemos believes that there is a threat of damage or other danger to the performance of its own or others' computer systems or networks (e.g. due to a DoS/DDoS attack or the effects of viruses or similar malicious software), ProDemos shall be entitled to take any and all measures that it deems necessary to avert the danger and control or prevent any damage. This may lead to the limited availability of the Website or Application.

4.6. In the case of excess data traffic due to an external cause (e.g. a DoS/DDoS attack), ProDemos shall be entitled to charge the associated costs thereof to the Counterparty.

Article 5. QUALITY AND MODIFICATIONS

5.1. The Counterparty hereby accepts that the Website or Application shall contain only those functionalities and characteristics as encountered by the Counterparty when the Website or Application is/was made available by ProDemos. The Website or Application is delivered 'as-is', and ProDemos cannot guarantee that it will be error-free at any time.

5.2. ProDemos shall endeavour to implement any changes to the Application as requested by the Counterparty. However, ProDemos is entitled to decline a change request if it believes such is not desirable or feasible, or if it may be detrimental to the operation of the Website or Application. The implementation of changes shall be subject to Article A 5 of the General section of these General Terms and Conditions. The change acceptance procedure shall apply as described in Article H 3.

Article 6. SUPPORT

6.1. ProDemos shall provide the Counterparty with a reasonable level of support with relation to a) the management and use of the Website or Application, and b) technical problems or disruptions.

6.2. The rectification of technical problems and disruptions shall be subject to Article A 5 of the General section of these General Terms and Conditions, unless otherwise specified in the Contract or any applicable Service Level Agreement.

Article 7. ACCOUNTS

7.1. If necessary for the use and/or management of the Website or Application, ProDemos shall issue the Counterparty with one or more accounts, accessible by entering login details.

7.2. The Counterparty is responsible for keeping its own login information confidential. Login details may not be disclosed to third parties without approval by ProDemos. The Counterparty must inform ProDemos immediately in the event that login information is lost.

7.3. The Counterparty uses the accounts supplied by ProDemos at its own risk and under its own responsibility. If the Counterparty suspects improper use of accounts, it must notify ProDemos immediately so that appropriate measures can be taken.

Article 8. INTELLECTUAL PROPERTY RIGHTS

8.1. All Intellectual Property Rights to the Materials developed and/or supplied as part of the Contract shall remain with ProDemos. Intellectual Property Rights may only be transferred subject to express agreement in Writing.

8.2. The purchaser is not entitled to make independent changes to the Website or Application, and is expressly not entitled to access the source code.

8.3. The Counterparty is expressly forbidden from ascertaining the source code by means of reverse engineering, decompilation or otherwise, unless permitted by mandatory law.

8.4. ProDemos may implement technical measures in order to protect the Website or Application. If ProDemos has taken such measures, the Counterparty is not allowed to remove or circumvent this security.

Article 9. PRIVACY AND SECURITY

9.1. If personal information is processed during performance of the Contract, ProDemos shall take appropriate technical and organisational measures with regard to the relevant processing in order to protect the information against loss or any form of illicit processing (such as unauthorised access, corruption, modification or transfer of personal details).

9.2. If required by the applicable privacy legislation, the parties shall conclude a processing agreement in order to regulate the processing of personal data.

Article 10. CUSTOMER DATA

10.1. All personal/other data stored by the Counterparty or end-users via the Website or Application shall remain the property of the Counterparty/end-user. ProDemos shall not make any claim to this information.

10.2. After termination of the Contract, ProDemos shall delete all of the data described in Article 10.1

Article 11. SERVICE LEVEL AGREEMENT

11.1. The parties may conclude a Service Level Agreement containing additional agreements regarding the availability and quality of the Website or Application, as well as maintenance and support for the Website or Application.