

## Conditions of Use

Version 1.01

All legal documents of ZooEasy are only available in Dutch and English.

### Section 1: Definitions

The hereafter stated terms indicated with a capital letter are defined as follows in this Agreement:

- *Contracting party*: those who have entered an Agreement with ZooEasy so that the User can use the Service.
- *User*: those who actually use the Service.
- *Data*: The data entered by a User via the Service.
- *Service*: the, upon payment, making available and maintenance of the Software on the Server by ZooEasy on behalf of the User.
- *Documentation*: the user-directed manuals for the purpose of using the Software.
- *Shortcoming*: demonstrable shortcoming in the Software with regard to the characteristics therefore agreed upon in the Specifications.
- *Intellectual property rights*: all rights of intellectual property and rights related therewith such as copyright, trade mark right, patent right, design right, trade name right, database right and neighboring rights as well as rights on know-how and to performances on a par with patentable inventions.
- *Agreement*: the quotation signed between ZooEasy and the Contracting party regarding the Service, the general terms and conditions applicable upon this and/or any other, in conformity with the general terms and conditions, declared determination or statement applicable, legally valid to the legal relationship between ZooEasy and the Contracting Party.
- *Software*: the ZooEasy software, including new versions and custom-made software.
- *Server*: a computer managed by or on behalf of ZooEasy with on it the web-server software that is accessible from the internet.
- *Specifications*: the functionality and operation of the Software described in the Agreement.
- *Conditions*: these Conditions of use for ZooEasy software.
- *Website*: the website under the domain name of [www.zooeasyonline.com](http://www.zooeasyonline.com)

- *ZooEasy*: the firm Reudink Software BV

## **Section 2: Applicability**

2.1 The Conditions are applicable to each use of the Website, Software and Service by the User.

2.2 The applicability of any general terms and conditions applied by the User is ruled out.

## **Section 3: Service (provision)**

3.1 ZooEasy will grant the User access to the Software throughout the duration of the Agreement. For this purpose, ZooEasy will distribute the URL of the Server to the Contracting party, as well as a username and password, with which the Software can be used by the User.

3.2 ZooEasy has the right to modify the Software from time to time in order to improve the functionality and to repair Shortcomings or to fulfill rules posed under the law. ZooEasy will make every effort to solve any Shortcomings in the Software but cannot guarantee that all Shortcomings are repaired. Because the Service is provided to multiple Users, it is not possible to forgo a certain modification for the User only. The user documentation of the current version of the Software will continuously be available to the User on the Server in electronic form.

3.3 No (legal) preservation term rests on ZooEasy for the data entered by the User. With the termination of the User's right to use, ZooEasy is authorized to destroy and to remove data that is stored, edited, processed or otherwise entered with the use of the Service, from the Server without prior notice.

3.4 All services (including but not limited to the Service) are executed on the basis of an obligation to perform to the best of one's ability, unless and as far as ZooEasy has explicitly promised a result and the result concerned is additionally described with sufficient definition. Continually, any agreements about the service level are merely agreed upon explicitly in writing.

## **Section 4: Conditions for the use of the Service**

4.1 Users determine which information is stored, edited, processed or otherwise entered and/or exchanged with the use of the Service. ZooEasy has no knowledge of that information. The User is therefore responsible for ensuring that this information is legitimate and does not violate the rights of third parties. ZooEasy does not accept any liability for the information entered and/or exchanged with the use of the Service. The User indemnifies ZooEasy from claims of third parties that are based on the proposition that the information stored and/or exchanged by Users with the use of the Service is unlawful.

4.2 Should ZooEasy suspect or have knowledge that information which a User has entered and/or exchanged with the use of the Service is unlawful, ZooEasy will act

promptly to remove that information or to make access thereto impossible. As of now and in that case, the User grants ZooEasy permission to remove and destroy all violating data from the Server. In no case will ZooEasy be liable for damage arising from that action.

4.3 The User has to keep the username and the password, distributed by the Contracting party and/or ZooEasy, secret. The username and the password are not transferable, subject to written permission from ZooEasy. ZooEasy is not liable for abuse of the username and the password. As soon as the User knows or has reason to suspect that usernames and passwords have fallen into the hands of unauthorized persons, the User has to inform ZooEasy of this, without prejudice to the own obligation of the User to take effective measures him/herself. ZooEasy is authorized to block the username and the password at all times if she seriously suspects that these are used in violation of the Conditions.

4.4 ZooEasy is able to modify the username and the password according to own insight after which she will inform the User well on time.

4.5 The User is not authorized to correct errors in the Software of the Service independently, to apply modifications to it, to transfer it to other equipment, to link it to other equipment and software, to independently expand the functionality, to modify parameters or to remove protection of the software.

4.6 In the use of the Service, the User in any case guarantees, as far as relevant, to take into account the following regulations:

- a) The User will not perform actions which cause failures in the Service, (computer)networks or (telecommunication) infrastructures (of other users) or which with regard thereto can cause disturbance, limited use or unforeseen use (for other users). If the electronic communication traffic experiences hindrance from the use of the Service or from the connected (peripheral) equipment of the User, the User is obliged to follow the reasonable instructions given by ZooEasy;
- b) The User will not carry out or will refrain from actions which he knows, or should have reasonably known, would lead to a use of the Service that is offensive or unlawful towards ZooEasy and/or third parties;
- c) The User is responsible for ensuring that the hardware and software used by him will meet the minimum system requirements prescribed by ZooEasy;
- d) The user will guard the protection of his (peripheral) equipment, software, telecommunication infrastructure and internet connection against viruses, computer criminality and unauthorized use by third parties;
- e) The User will not distribute any (computer) viruses or other files that can damage the (proper functioning of the) Service;
- f) The User will not abuse any usernames and/or passwords or breach and/or attempt to breach the security of the Service;
- g) The User will not send out large quantities of unsolicited messages with the same or comparable content (spam);

- h) The User will not (misleadingly) pose him/herself as another person, for example by making use of an address, with which he/she makes him/herself known as the sender of a certain message from a third person without their permission;
- i) The User will not make public or distribute any racist or discriminating material and/or (child)pornography. With distributing, the placing on or distribution via the infrastructure of the Service is understood also;
- j) The User will not intentionally or without permission enter a computer system or part thereof (hack) against the will of the owner or administrator;
- k) The User is not permitted to make public, multiply or otherwise employ except for use in his internal management, information and data received from ZooEasy as part of the Service. The sharing or passing on of the information and data to other companies is not permitted.

## **Section 5: Availability and Maintenance**

5.1 ZooEasy maintains the right to temporarily put the Service out of use for the purpose of maintenance, modification or improvement of the ZooEasy computer systems. ZooEasy will inform the User of the planned closedown ahead of time via notification on the Website. ZooEasy will never be held liable for any compensation towards the User on account of such a closedown of the Service.

5.2 ZooEasy will make every effort to let the agreed upon Service function properly and aims for the highest possible availability, quality and security of the Service. Other than as possibly entered in the Agreement ZooEasy, however, provides no guarantee in this. Under availability it is understood that the Server is available from the Internet on the URL distributed to the User and that the Software actively runs on the Server. Under availability, the existence of a functioning point-to-point connection between the systems of the User and the Server is thus not understood. After all, ZooEasy cannot exert influence on the systems of the User and on the intermediate internet infrastructure.

## **Artikel 6: Right of Suspension**

6.1 ZooEasy is authorized to suspend the access to and the use of the Service or her Service provision or to limit this until the complete outstanding amount that is owed for the access to and use of the Service is received by her, also if the obligation to payment does not lie with the User but with a third party (such as the Contracting party).

## **Section 7: Intellectual Property rights**

7.1 The intellectual property rights as well as all comparable rights for the protection of data and data on the Software that ZooEasy makes available as part of the Agreement Conditions, remain with ZooEasy or with third parties of whom ZooEasy has obtained the right (or part thereof) to make this Software available to the User.

7.2 ZooEasy grants the User the right, which is not exclusive and not transferable, to use

the Software and the associated documentation in accordance with the Agreement, as far as imperative to make use of the Service, for the duration of the Agreement and for the purpose of internal management.

7.3 Subject to as far as peremptorily permitted by law or in the Agreement, the User is not allowed to use the Software made available, including documentation, as a basis to make new software or to multiply, decompile, apply reverse-engineering to it, translate, adapt or carry out similar actions to those mentioned.

Furthermore, it is not permitted to remove or evade security measures or technical (user) limitations of the Software.

7.4 The (intellectual) property rights on the Data entered by a User remain with the User. ZooEasy cannot use this Data for own use or distribute the data to third parties.

## **Section 8: Privacy**

8.1 The User indemnifies ZooEasy for all claims from third parties as the result of violation by the User of the relevant legal rules and regulations with regard to the protection of the personal private life, in particular the Law on the protection of Personal Data.

8.2 ZooEasy will comply with legal obligations with regard to distribution of information of the User (including personal data).

8.3 The personal data of the User is stored by ZooEasy no longer than is strictly necessary for the execution of the Agreement or than is legally obliged, after which ZooEasy will remove this data permanently without informing the User thereof.

8.4 The User has the right to be familiar with the personal data as this is maintained by ZooEasy. The User can object to the manner in which he is recorded if the data is factually incorrect or is processed in disagreement with a legal regulation.

8.5 ZooEasy will take the required technical and organizational measures in order to secure the personal data against loss or any form of unlawful processing. These measures will be suitable, taking into account the state of the technology and the costs that are associated with it and will also be focused on preventing the unnecessary collection and further processing of personal data.

8.6 With the purpose of fraud prevention, ZooEasy processes your username and traffic data such as your IP address, time and duration of use of the ZooEasy software. For the same purpose, ZooEasy can distribute this data to third parties, including the administrators of the ZooEasy software.

## **Section 9: Liability**

9.1 The total liability of ZooEasy on account of attributable shortcoming is limited per incident to reimbursement of direct damage up to a maximum of the amount that is paid for the usage(right) by the User for the Service, charged over the current calendar year (excluding VAT), whereby applies that a series of connected incidents are viewed as one incident.

In no case, however, will the total reimbursement for direct damage amount to more than the amount that is paid out in an occurring case by the liability insurer of ZooEasy.

By direct damage is meant solely:

a. reasonable costs which the User would have to make in order to let the performance of ZooEasy fulfill the Agreement and Conditions; this replacing damage is, however, not reimbursed if the Agreement is dissolved by, or is dissolved at the claim of, the Contracting party.

b. reasonable costs, made in the determination of the cause and the size of the damage as far as the determination is related to direct damage in the sense of these Conditions;

c. reasonable costs, made for the prevention or limitation of damage as far as the User shows that these costs have led to limitation of direct damage in the sense of these conditions.

9.2 The liability of ZooEasy for damage through death or physical injury or due to material damage of matters, never amounts to more in total than is paid out by the liability insurer of ZooEasy.

9.3 Liability of ZooEasy for indirect damage, consequential damage, loss of profit, missed savings, diminished goodwill, damage by business stagnation, damage as a result of claims by buyers of the User, mutilation or loss of data, damage as a result of a defect in the software by which an incorrect breeding result is created, damage as a result of the publicly becoming accessible of privacy sensitive information because of a security mistake in the Software and all other forms of damage other than those mentioned in section 9.1 and 9.2, for whichever reason, is excluded.

9.4 The limitations stated in the preceding paragraphs of this section become invalid if, and as far as, the damage is the result of intention or gross negligence of ZooEasy or her supervisors.

9.5 The liability of ZooEasy due to attributable shortcoming shall only arise if the User gives ZooEasy notice of default without delay, although not later than within 4 weeks of the arising, soundly and in writing, thereby stating a reasonable period for curing the shortcoming and if ZooEasy also after this period fails to meet its obligations imputably. The notice of default shall contain a description of the shortcoming that is as detailed as possible, so that ZooEasy will be capable of giving an adequate reaction.

9.6 ZooEasy indemnifies the User against claims of third parties stating that Services delivered under the Agreement violate Intellectual Property Rights in the Netherlands or are otherwise unlawful, on the condition that the User immediately informs ZooEasy of the existence and content of such claims and that the User leaves ZooEasy completely free in the executing of negotiations about that and/or the reaching of a settlement and/or the carrying out of defense in a potential legal proceeding. If, and as far as required, the User hereby grants ZooEasy an irrevocable mandate for carrying out judicial and extrajudicial defense against such claims and reaching of a settlement. The User commits to the providing of all information and cooperation with ZooEasy that is reasonably required for this.

The indemnification obligation of ZooEasy is no longer valid if and as far as the asserted invasion is caused by modifications in the delivered Services that have been carried out by the User or by a third party on behalf of the User, by use of the Software in combination with Software not supplied by ZooEasy or as the result of use in a manner other than for which the delivered Services are developed or intended. The amount of the claim is limited in the same manner as is described in paragraph 9.1.

### **Section 10: Force Majeure**

10.1 ZooEasy is not bound to the fulfillment of one or more obligations if she is prevented thereto as the result of force majeure. By force majeure is also understood a shortcoming of brought in third parties or suppliers, as well as each situation on which ZooEasy cannot actually exercise (decisive) control (including electricity failure, breaking of the internet connection, failures in the network of the computer of the User) all this excluding obligations to payment of money.

### **Section 11: Duration and termination**

11.1 The duration of the User's right to use is linked to the duration of the Agreement between ZooEasy and the Contracting party.

11.2 ZooEasy is authorized to terminate the User's right to use at the first request thereto by the Contracting party, without ZooEasy being liable for damages.

11.3 In case of termination as indicated in this section, the following obligations of the User will continue after the ending of the Agreement:

- intellectual property rights;
- liability

These obligations will continue to exist for as long as ZooEasy is able to lay claim on the continued existence thereof in reasonability.

11.4 ZooEasy is authorized to terminate (a form of offering of) the Service, observing a reasonable time period, if technical or business economic reasons necessitate this. Existing agreements will end at the latest, starting on the date on which the service provision is terminated. In that case ZooEasy will offer a substituting service where possible.

### **Section 12: Modifications and additions**

12.1 ZooEasy can modify these Conditions one-sidedly and can declare the modified conditions to be applicable.

### **Section 13: Miscellanea, applicable right and authorized judge**

13.1 On these Conditions and the Agreement, Dutch law is applicable. The regulation with regard to general conditions in the Civil Code will be left out of consideration in the relation with Users, not being consumers, from outside the Netherlands.

13.2 Subject to as far as such would be unacceptable according to standards of

reasonability and fairness, the wording will initially be determining for the explanation of the Conditions and the Agreement. If the wording, also considered in connection to one another, is not be able to lead to reasonable explanation in the given circumstances, the reasonable (commercial) intentions of parties will count as a standard for the explanation. Counter evidence against not prima facie uncertain wording, as well as evidence directed at other explanation sources than the reasonable commercial intentions of parties is not permitted. That determined in this section paragraph counts as an agreement of evidence.

13.3 ZooEasy is allowed to bring in third parties in the execution of the Service according to own insight.

13.4 Should any, to the reasonable judgment of ZooEasy, real definition in these Conditions or the Agreement be invalid or otherwise non-compelling, then ZooEasy has the right to destruct the further content of the Conditions or Agreement, subject to as far as such would be acceptable in the given circumstances according to the standards of reasonability and fairness.

13.5 As far as national or international legal rules do not imperatively dictate otherwise, all disputes between Parties will be presented to the authorized judge in the court district of Groningen.