

Terms of Use for Trade Register online

Filed with the Chamber of Commerce on 20 January 2015 under Chamber of Commerce number 59581883

Article 1: Definitions

The following definitions apply in these Terms of Use for Access Codes:

- a. Application: the application filed on the Website by completing the application procedure, in which the Customer asks the Chamber of Commerce for permission to access the Service;
- b. Customer: a natural person, a government authority or a business/legal entity that has filed an Application;
- c. User: the actual Customer or a person authorised by the Customer to use the Service for the Customer's account and risk;
- d. Service: the means to request and be provided with Products through the Website and the means to file the Customer's financial statements with the Chamber of Commerce pursuant to Section 394 of Book 2 of the Dutch Civil Code;
- e. eRecognition Key: a digital recognition key with a minimum assurance level issued by an official eRecognition provider;
- f. Terms of Use: the present Terms of Use for Access Codes;
- g. Data: all information that may be disclosed as set forth in Sections 21ff. of the Dutch Trade Registers Act 2007 (Handelsregisterwet);
- h. Chamber of Commerce: the Chamber of Commerce as referred to in Section 2 of the Dutch Chambers of Commerce Act (Wet op de Kamer van Koophandel);
- i. Products: the Trade Register products described on the Website, including Data;
- j. Access Code: the User-specific authentication key supplied to the User by the Chamber of Commerce, consisting of an access code and a password;
- k. Website: www.kvk.nl.

Article 2: Use of the Service

1. The Terms of Use govern all use of the Service by means of the Access Code or eRecognition Key. By filing an application, using the Service and/or using the Access Code or eRecognition Key, the Customer or User consents to the applicability of the Terms of Use.
2. The User may use the Service exclusively with the aid of his or her Access Code or eRecognition Key.
3. The User may only use the Service for the purposes set forth in the Terms of Use.



4. The Chamber of Commerce reserves the right to periodically and unilaterally amend the Terms of Use. The amended Terms of Use take effect at the moment that they are announced on the Website, or on another date specified in the announcement. The Chamber of Commerce will communicate the amendments by displaying the amended Terms of Use upon use of the Service (login). Any User who continues to use the Service after the amended Terms of Use have been displayed or who purchases Products consents to the applicability of the amended Terms of Use. If User indicates not to accept the amended Terms of Use, the Chamber of Commerce has the right to terminate his or her access to the Service.
5. The Chamber of Commerce will ensure that the prevailing version of the Terms of Use is published on the Website in a format that permits them to be printed, downloaded and saved.

Article 3: Access Code

1. The Access Code is strictly personal, User-specific and non-transferrable. The User must use the Access Code with care and confidentially, not disclose it to third parties and store and/or save it in a secure place, in order to prevent misuse or improper use of the Access Code and the Service. The Access Code may only be used to log in to the Service via the Website (www.kvk.nl) or www.ondernemersplein.nl. It is not allowed to log in to enter or use the Access Code on other websites.
2. The User must report any loss, theft or suspected or confirmed misuse or improper use of the Access Code to the Chamber of Commerce without delay. The Chamber of Commerce may block the Access Code at the User's request. The Chamber of Commerce does not accept liability for any loss or damage resulting from misuse or improper use of the Access Code.
3. In the event of suspected or confirmed misuse or improper use of the Access Code, the Chamber of Commerce is not under any obligation to provide the User with information about activities relating to the use of the Access Code (if the Chamber of Commerce in fact possesses such information). Any information that the Chamber of Commerce does in fact possess will only be disclosed if a statutory obligation to that effect is in place that is based on an order issued by a judicial authority or Public Prosecutor. The Chamber of Commerce does not assume any obligation to store data or information that relates to the use by the User or any Access Code.
4. The Chamber of Commerce reserves the right, but does not accept any obligation, to block the Access Code of the User and/or Customer and by doing so terminate their access to the Service:
 - if the User fails to act in compliance with the Terms of Use;
 - if the User misuses or makes improper use of the Access Code;
 - if the User has not used the Access Code for a period of two consecutive years;
 - if the Customer breaches the payment conditions set forth in Article 6 of the Terms of Use;
 - if the Customer files for or is awarded suspension of payments, if the Customer files for bankruptcy or is declared bankrupt, if the Customer applies for or is awarded a debt management scheme or if the Customer's business has been liquidated.
5. The password corresponding to the Access Code remains valid for a space of time chosen by the User, subject to a maximum of one year. However, the Chamber of Commerce reserves the right to unilaterally modify the term of validity chosen by the User at any moment.

Article 4: Performance of the Service

1. As a rule, the Service is available on a daily basis between 2 a.m. and midnight, except in the event of maintenance and except during disruptions and other unforeseen circumstances. The Service is offline between midnight and 2 a.m. for back-up procedures.
2. The Chamber of Commerce does not warrant that the Service will be available at all times without restrictions and free of disruptions. The Chamber of Commerce will put forth its best effort to remedy any disruptions, delays and restrictions in the Service or its availability as quickly as possible.
3. The Chamber of Commerce is entitled to modify the Service and access to the Service if the proper functioning of the Service so dictates. Any Customer that uses the Service as a means to file its financial statements with the Chamber of Commerce within the meaning of Section 394 of Book 2 of the Dutch Civil Code is expressly urged to take into account the possibility of limited availability of the Service as referred to above.

Article 5: Products and delivery

1. The descriptions of the Products are presented on the Website. The Chamber of Commerce reserves the right to modify the content and operation of the Website, the descriptions and the substance, composition, shape and/or form of delivery of the Products.
2. To the extent that the Products contain non public data referred to in Article 51 Commercial Registers Decree, which may only be accessed by government agencies, lawyers, bailiffs, notaries and the bodies referred to in Article 28, third paragraph, of the Dutch Trade Registers Act 2007, the User is not allowed to deliver or disclose this data to third parties, unless:
 - this is necessary for the proper performance of their public duties;
 - the delivery / disclosure is required by a generally binding regulation;
 - the delivery / disclosure is necessary to fulfil a generally binding regulation (examples: launching legal proceedings, issuing a subpoena);
 - there is prior written permission of the person (s) whose data it concerns.
3. The Chamber of Commerce will establish the delivery times of the Products if and when the User purchases a Product; these delivery times may differ from one Product to the next.

Article 6: Fees and payment

1. The Customer owes the fees calculated according to the prevailing Dutch Trade Register Financial Regulation (Financiële regeling handelsregister) for the Products supplied to the User. Those same Regulations similarly determine the moment at which any changes to the fees become effective. The prevailing fees at the moment of the purchase are listed by Product on the Website and are denominated in euros.
2. The fees owed must be paid within the amount of time specified in the prevailing Dutch Trade Register Financial Decree (Financieel besluit handelsregister).
3. The Customer may choose between the following payment methods:
 - monthly payments by direct debit, where the Chamber of Commerce has been authorised by or on behalf of the Customer to debit amounts from the account number provided until further notice; or
 - online payments, where a balance is deposited by or on behalf of the Customer, using an online check-out system and the fees charged are deducted from that balance immediately after the Products are viewed/requested. Deposits may be made by credit card (VISA or MasterCard) or using iDEAL.

- Both the Trade Register Financial Regulations and the Trade Register Financial Decree are available at www.overheid.nl.

Article 7: Personal and other data

The Chamber of Commerce may process personal and/or other data for purposes of use and performance of the Service. Personal and other data will be processed in accordance with the Dutch Data Protection Act (Wet bescherming persoonsgegevens). Responsibility for the accuracy and completeness of the data entered lies with the Customer and the User themselves. Changes may be notified by logging in using the appropriate Access Code.

Article 8: Database rights

All database rights on the Dutch Trade Register and the data contained therein solely rest with the Chamber of Commerce. The Chamber of Commerce explicitly reserves all database rights.

Article 9: Liability

- The Chamber of Commerce cannot be held liable for any loss or damage resulting from deliveries, by the User or third parties, of products and/or provisions of services deriving from the Products.
- The Chamber of Commerce cannot be held liable for indirect loss or damage, consequential loss or damage, loss of profit, loss of savings, loss of goodwill, loss or damage caused by business standstills, loss or damage resulting from claims from the User's customers, corruption or loss of data or limited availability of the Service that the User suffers.
- The User indemnifies the Chamber of Commerce against all claims from third parties in connection with loss or damage resulting from the provision or non-provision or the use of the Products.
- The Chamber of Commerce is liable only for direct loss or damage caused by defects in the Products, only insofar as these defects can be imputed to the Chamber of Commerce and/or via the Internet, by e-mail, via a web service or through any other electronic medium as a result of viruses and/or any other undesirable elements sent in or with messages of files, and only insofar as the presence of those undesirable elements can be imputed to the Chamber of Commerce. However, in no instance will the damages exceed, at most, the amount paid out in the specific case under the Chamber of Commerce's appropriate insurance policy, plus the deductible that is for the Chamber of Commerce's account in the specific case pursuant to the corresponding insurance contract. If, for whatever reason, no pay-out is made under the insurance as meant in this paragraph, any liability is limited to a maximum sum of € 5,000 per event (for which purposes a series of related events are deemed to constitute a single event).

Article 10: Force majeure

- In the event of force majeure, as defined in paragraph 2 below, the Chamber of Commerce is not obliged to fulfil its obligations (which may be understood to include providing the Service or delivering Products). If the Chamber of Commerce invokes force majeure, the Chamber of Commerce will notify this to the Customer as soon as possible.
- For purposes of the Chamber of Commerce's obligations, force majeure includes at the minimum:
 - any technical malfunction as a result of disruptions of the telephone, Internet or data traffic or an uninterrupted power failure lasting more than 24 hours, unless this disruption or failure results directly from any intentional act on the Chamber of Commerce's part;

- the consequences of terrorism or an act of terrorism or any violent acts and/or conduct in the form of an attack or series of attacks that are related in terms of time and objective, causing injury and economic damage in general and prejudicing the Chamber of Commerce's economic interests, and where it is reasonable to assume that those acts and conduct were carried out, whether in any organised form or otherwise, for the purpose of bringing about particular political and/or financial and/or religious and/or ideological goals;
 - any wilful interruption, penetration, manipulation, destruction or theft by third parties that is aimed at least in part at the Chamber of Commerce, including at the minimum hacking or any other method of disrupting the operation of the Service or the Website and the underlying systems.
3. If the situation of force majeure lasts more than three days after the notification as referred to in the first paragraph, either party may rescind the contract. If a situation of force majeure renders it impossible for the Chamber of Commerce to deliver a purchased Product, the Customer is entitled not to purchase the Product.
 4. In the event of force majeure, the parties will not be obliged to provide compensation for any loss or damage resulting from that situation of force majeure and/or from the rescission of the contract.

Article 11: Applicable law and disputes

1. The Terms of Use are governed by the laws of the Netherlands.
2. Any and all disputes stemming from or related to the use of the Service will be referred exclusively to the competent court in the Central Netherlands district.
3. These Terms of Use Access Codes are a translation of the Dutch version of the Terms of Use for Access Codes, as filed with the Chamber of Commerce on 28 may 2014. The content and purport of the Terms of Use for Access Codes shall always be construed on the basis of the Dutch version.

[These Terms of Use for Trade Register online shall apply as of 20 January 2015.](#)