



BENEVOLENTIA

## *Stichting Benevolentia* *Terms of Use stichtingbenevolentia.com*

### **General**

1. The website <http://www.stichtingbenevolentia.com/> (the "Website") is operated and managed by or on behalf of Stichting Benevolentia ("Benevolentia"). Benevolentia is registered at the Dutch Chamber of Commerce under number 800363942 and has its office address at Jachthavenweg 111, 1081 KM Amsterdam, The Netherlands.
2. The Website, including the information on the Website, and your use of the Website are subject to the following Terms of Use. By accessing and using the Website you agree to these Terms of Use, including any changes, modifications and/or replacements. If you do not wish to agree with these Terms of Use, please do not further access and/or use the Website.
3. Benevolentia reserves the right to amend, modify and/or or replace all or part of the Website and the information and materials contained on it, as well as these Terms of Use. Please check these Terms of Use periodically for changes or modifications.

### **Use of information on the Website**

4. All information on the Website is intended for personal use and for general informational purposes only. The use of the Website and/or the information on the Website and any decisions made based upon the Website and/or the information on the Website are for the own account and risk of the visitor of the Website.

### **Intellectual property rights**

5. All intellectual property rights (including copyright, patents, trademarks, trade names, database rights and design rights) to all of the information and materials (including all text, logos, graphics and software) provided through the Website shall remain the property of Benevolentia or its associated companies, or are used with the consent of the relevant rights holders, and are explicitly reserved.
6. You are permitted to browse the Website and to reproduce parts thereof by way of printing or downloading and by distribution to other people, but in all cases for non-commercial, informational and personal purposes only. If you distribute any material or information from the Website, you must clearly acknowledge the source of that information, including the name of Benevolentia, and you shall not modify or remove any indications that the intellectual property rights are owned by Benevolentia or other indications to Benevolentia as such.



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### **Disclaimer of warranty and liability**

7. Although care has been taken to ensure the accuracy of the information and materials on the Website, Benevolentia does not guarantee that the information and/or materials provided on the Website are up-to-date, complete and accurate or that they are free of any defects, errors and/or viruses. Furthermore, Benevolentia does not guarantee that such defects, errors and/or viruses will be remedied or deleted. Moreover, Benevolentia reserves the right to interrupt accessibility to the Website for maintenance or updating purposes.
8. In no event shall Benevolentia be liable for any direct and/or indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due and/or pursuant to your use of the Website and/or the information or materials contained on it, or as a result of the inaccessibility of the Website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.
9. Clauses 7 and 8 above do not exclude or limit the liability of Benevolentia for anything for which liability cannot be excluded or limited by law.

### **Hyperlinks**

10. The Website may contain links to other websites and/or servers which are not managed by Benevolentia. This does not automatically mean that Benevolentia is associated with such other websites or their owners. Benevolentia is in no way liable for the content of such websites and is in no way liable for any damages or loss (directly or indirectly) arising and/or resulting from the use of these websites and/or the information on these websites. Benevolentia only provides such links for the convenience of its visitors.
11. You are not allowed to create a hyperlink to the Website without the prior written consent of Benevolentia. In the event that Benevolentia does give its consent to create a hyperlink to the Website, you are allowed to create a link to the homepage of the Website only.



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### **Privacy Statement**

12. Benevolentia respects the privacy of the visitors to the Website. Due care will be exercised when processing and securing users' personal data. In this respect Benevolentia complies with the requirements stipulated in the Dutch Data Protection Act and any applicable local data protection rules and legislation. Nevertheless, users must realise that it is impossible to provide a comprehensive guarantee that data will be secure on the Internet.
13. On the Website Benevolentia uses Google Analytics to track visitor statistics on the usage of the Website. Information collected by Google is made anonymous as much as possible. Benevolentia can therefore not see which individuals were behind which visits to our website. Benevolentia uses the anonymous statistics to determine which parts of the Website you find the most interesting, so that we can ensure that those pages can be easily found as well as to improve/optimize our offerings and the overall user experience of the Website. Google stores the information obtained on servers in the United States. Google has joined the U.S. Department of Commerce's Safe Harbor program. However, we have no influence on the use of the data by Google and/or third parties. Google may provide your information to third parties if required to do so by law, or insofar as third parties process the information on Google's behalf. For more information, please look at Google's Privacy FAQ and the Google Analytics Overview.
14. Benevolentia only collects personal data which is provided on a voluntary basis when an online form is completed and sent, or when an e-mail message is transmitted. By providing your personal details you consent Benevolentia saving them in a file which has the appropriate security measures. Benevolentia may use this data for the purposes of computerised administration. Furthermore, Benevolentia may share the details provided with any other parties which are associated with it. Furthermore, Benevolentia undertakes not to communicate your details to any other party without your prior consent, unless it is required to do so in accordance with any provision of the law or a court judgment.
15. Under the terms of the applicable data protection rules and legislation you are entitled to inspect and, if necessary, correct any personal data concerning you. To this end you may address a request for such inspection, correction and/or objection to Stichting Benevolentia at the following address: Jachthavenweg 111, 1081 KM Amsterdam, The Netherlands.



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**Governing law**

16. The Website and these Terms of Use are governed by the laws of The Netherlands. Any dispute arising pursuant to or in connection with the Website (or its use) and/or these Terms of Use shall be solely submitted to a competent court of law in The Netherlands.

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