

# Radio Holland Group B.V. Policy Terms of use Websites - EN

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Effective date 25 May, 2018

Version 1.1 dated 28 August, 2018

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## Terms of Use for Website Radio Holland

Welcome to the Radio Holland website ("Website"). This Website and its contents are property of and managed by Radio Holland Group B.V. ("RHG") whose principal office is at Droogdokweg 71, 3089 JN Rotterdam, the Netherlands – registration number 33178593.

### Applicability

These terms and conditions of use ("Terms of Use") apply to your visits to and your use of the Website, as well as to all information, recommendations and/or services provided to you on or through this Website (the "Information").

By accessing and using this Website you agree to the applicability of our Terms of Use. These Terms of Use can at all times be changed or otherwise amended by RHG. The changed or amended Terms of Use enter into force at the moment of publication on this Website. Users of the Website are advised to regularly read the Terms of Use for possible changes.

These Terms of Use were last changed on 28 August, 2018.

### Information and Liability

The Information is for general information purposes only and does not constitute advice. RHG will make reasonable efforts to keep the Information on this Website accurate and up to date but does not guarantee that the Website and the Information or both is free of errors, defects, malware and viruses or that the Website and/or Information is accurate and up to date.

RHG shall not be liable for any damages resulting from the use of (or inability to use) the Website, including damage caused by malware, viruses or any incorrectness or incompleteness of the Information or the Website, unless such damage is the result of any wilful misconduct or from gross negligence on the part of RHG.

RHG shall further not be liable for damages resulting from the use of (or inability to use) electronic means of communication whether or not relating to the Website, including – but not limited to – damages resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.

### Privacy Statement

Personal data provided or collected through or in connection with this Website shall only be used in accordance with the Privacy Statement Radio Holland. The Terms of Use shall be subject to the Privacy Statement Radio Holland as posted on this Website.

### Linked Sites

This website may provide links to external internet sites. RHG shall not be liable for the use or the content of internet sites that link to this site or which are linked from it. The Privacy Statement Radio Holland does not apply to any collection and processing of your personal data on or through such external sites.

### **Intellectual Property**

Unless otherwise indicated, all rights to this Website and the Information, including copyright and other intellectual property rights, are owned by RHG. Users are permitted to read the Website and the Information and make copies for their own personal use, for example by printing or storing it. All other use of Website or the Information, for example the storage or reproduction of (a part of) the Website in any external internet site or the creation of links, hypertext links or deep links between the Website and any other internet site or any other use, is prohibited without the express written consent of RHG.

"Radio Holland®", and all other trademarks figuring on this Website are registered trademarks of RHG, RH Marine Group B.V. or any of its affiliates and/or subsidiaries.

### **Unsolicited Ideas**

In the event you post unsolicited ideas and/or materials whether consisting of texts, images, sounds, software, information or otherwise (the "Materials") on this Website or send these to RHG by e-mail or otherwise, RHG shall be entitled to use, copy and/or commercially exploit such Materials to the fullest extent and free of charge and RHG shall not be bound by any confidentiality obligation in respect of such Materials.

You hereby indemnify and hold RHG harmless from and against all actions, claims and liabilities, suffered, incurred or sustained by RHG as a result of the use and/or exploitation of the Materials infringing the (intellectual property) rights of any third party or otherwise being unlawful towards a third party.

### **Severability**

In the event that any provision of these Terms of Use or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of these Terms of Use shall continue in full force and effect and the application of such provision shall be interpreted so as reasonably to effect the intent of the Parties hereto. The Parties further agree to replace such void or unenforceable provision of these Terms of Use with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

### **Applicable Law and Jurisdiction**

These Terms of Use shall be exclusively governed by the laws of the Netherlands. All disputes arising in connection with these Terms of Use, including disputes concerning the existence and validity thereof, shall be submitted to the competent courts of Rotterdam, the Netherlands unless binding statutory requirements specify otherwise.