

MINDZ.COM TERMS OF USE

These Terms of Use are applicable to your use of the MINDZ.com Network offered by MINDZ.com. Please read these Terms of Use carefully so that you know what your rights and obligations are when you use the MINDZ.com Network. By using the MINDZ.com Network or the Website in any way whatsoever, you accept being bound to these Terms of Use. You can download these Terms of Use here <http://www.mindz.com/files/termsfuse.pdf>.

1. Definitions

The following terms, indicated with a capital, shall have the following meaning:

<i>Account:</i>	a personal section created by you when you sign in to the MINDZ.com Network and containing personal data and your Digital MINDZ DNA.
<i>Applicant:</i>	the person or business submitting a Notice.
<i>Circle:</i>	a private online network within the MINDZ.com Network, which can only be joined by Users who received an invitation and the contents of which, including User Content, can only be viewed by members of the Circle.
<i>Database:</i>	the aggregated (personal) details of all Users that are registered by MINDZ.com, including your Digital MINDZ DNA.
<i>Digital MINDZ DNA:</i>	your online profile created by MINDZ.com based on the preferences you submit during the creation of your Account and on your subsequent behavior on the Website and your use of the MINDZ.com Network, including the information and data which make up your Account.
<i>Events:</i>	offline events organized by Users via the MINDZ.com Network.
<i>Information:</i>	all material placed on the Website or made accessible via the MINDZ.com Network by MINDZ.com. For the avoidance of doubt, User Content is not included in the Information.
<i>Intellectual Property Rights:</i>	all intellectual property rights and associated rights such as copyrights, trademark rights, patents, model rights, trade name rights, database rights and neighboring rights as well as rights to know-how and one-line performances.
<i>MINDZ.com:</i>	the private company with limited liability MINDZ.com B.V. having its registered office at Planetenbaan 100 in (3606 AK) Maarsse and listed at the Chamber of Commerce under number 30229383.
<i>MINDZ.com Applications:</i>	remotely accessible web-based functionalities of MINDZ.com, such as the functionality to organize Events.
<i>MINDZ.com Network:</i>	the service provided to you by MINDZ.com free of charge via the Website and which is described on the Website and in Clause 3 hereof. The term MINDZ.com Network shall include MINDZ.com Applications.

<i>Notice:</i>	a complete and correctly filled out form by which alleged illegal User Content is reported to MINDZ.com pursuant to the Notice of Alleged Illegal User Content http://www.mindz.com/files/NoticeOfAllegedIllegalContent.pdf and in accordance with the Conditions for Notice of Alleged Illegal User Content http://www.mindz.com/files/ConditionsforNoticeofAllegedIllegalContent.pdf .
<i>Password:</i>	the password given by you during the creation of your Account.
<i>Plaza:</i>	a public online network within the MINDZ.com Network, which all Users may join and the contents of which, including User Content, can be viewed by anyone.
<i>User:</i>	a natural person who has created an Account and is using the MINDZ.com Network.
<i>User Content:</i>	all material placed on the Website or made accessible via the MINDZ.com Network by Users including, but not limited to, comments, blogs, messages, audiovisual material and the announcement of events.
<i>User Name:</i>	the MINDZ.com name chosen by you during the creation of your Account and under which you log in to MINDZ.com.
<i>Website:</i>	the website of MINDZ.com, www.MINDZ.com, including all the sub-domains and other websites operated by MINDZ.com.

2. Applicability and amendment of Terms of Use

- 2.1 These Terms of Use are applicable to any use you make of the MINDZ.com Network or the Website.
- 2.2 MINDZ.com is entitled to amend, update or supplement these Terms of Use at any time. Any amended, updated or supplemented Terms of Use can be found on the Website. If any modifications to these Terms of Use significantly alter your rights or obligations, MINDZ.com will notify you by means of a message on the Website and via a system notification message.
- 2.3 By using the MINDZ.com Network or the Website after these Terms of Use have been amended or updated, you irrevocably accept the new Terms of Use. If you do not agree with any amendments, updates or supplements, your only remedy is to no longer use the MINDZ.com Network and to terminate your Account. MINDZ.com therefore recommends that you regularly consult the Terms of Use.

3. The MINDZ.com Network

- 3.1 The MINDZ.com Network can be described as a social networking platform for professionals. MINDZ.com is more in particular an online social business network for everyone with a passion to share their knowledge, ideas and experiences with others. The MINDZ.com Network offers for instance the possibility to contact other Users online and to create (public or private) online networks by inviting them to join a network via the

- MINDZ.com Network, to write web logs and to upload User Content. The MINDZ.com Network also offers tools to contact other Users offline and to organize events.
- 3.2 By analyzing your Digital MINDZ DNA, MINDZ.com will provide you with or display to you the most relevant User Content, Information and events.
- 3.3 You accept and agree that the MINDZ.com Networks is rendered on an “as is basis”. MINDZ.com excludes expressly any explicit and tacit guarantees, undertakings and warranties of any nature whatsoever including, but not limited to, guarantees, undertakings and warranties with regard to the quality, safety, lawfulness, integrity and accuracy of the MINDZ.com Network.

4. Your Account

- 4.1 In order to use the MINDZ.com Network and all options thereof optimally you have to create an Account as described on the Website. You guarantee to MINDZ.com that the information provided when creating your Account is complete, correct and accurate. It is not allowed to create an Account in name of another person. You have to submit a User Name and Password by which you can access the Account.
- 4.2 All information and data provided by you during the creation of your Account will be saved in the Database and processed in accordance with the MINDZ.com Privacy Policy which you can find here <http://www.mindz.com/files/privacystatement.pdf>.
- 4.3 You are responsible for keeping your Password confidential. You are liable for all use made of the MINDZ.com Network via the combination of your User Name and Password. MINDZ.com will assume that you are indeed the person who has signed in with your User Name and Password. As soon as you know or have reason to assume that your User Name and Password have come into the hands of (a) unauthorized person(s), you must inform MINDZ.com of this, notwithstanding your own obligation to take immediate and effective measures such as for instance changing your Password.
- 4.4 Everybody can create an Account. However, if you are below the age of 16 you need the consent of your legal representative(s) (your guardian or (one of) your parents). By accepting these Terms of Use you guarantee that you are at least 16 or that you have obtained the consent of your legal representative(s) to create an Account
- 4.5 MINDZ.com reserves the right to change the log-in procedure, your Password and/or your User Name if they regard this necessary in the interest of the (correct) operation of the MINDZ.com Network. User Names will be removed and/or revoked if they constitute an infringement on any rights of third parties or are otherwise regarded as undesirable by MINDZ.com.

5. Use of the MINDZ.com Network

- 5.1 You are responsible for any activities performed by you on the Website or via the MINDZ.com Network, including for User Content you submit and for the organization of Events. Notwithstanding the other provisions of these Terms of Use, any use of the MINDZ.com Network by you, including the User Content you submit, shall not:

- a. be misleading;
 - b. contain any viruses, Trojan horses, worms, bots or other software which might damage, render useless or inaccessible, delete or appropriate an automated work or data, or which are meant to bypass technical protection measures of the Website and/or the computer systems of MINDZ.com;
 - c. consist of taking a false identity or untruthfully suggest that you are affiliated with MINDZ.com;
 - d. contravene these Terms of Use or any applicable legislation or regulations;
 - e. infringe on the rights of MINDZ.com or third parties including Intellectual Property Rights or privacy related rights;
 - f. be otherwise unlawful in any way whatsoever; or
 - g. harm the interests or good name of MINDZ.com.
- 5.2 Any technical facilities required in order to be able to use the MINDZ.com Network including, but not limited to, hardware and the availability of an internet connection as well as the costs of their use, will be at your own expense.
- 5.3 It is not allowed to copy (parts of) the Website, User Content and/or Information on websites of third parties.
- 5.4 Except as expressly allowed by mandatory law, you may not (i) copy, make available, sublicense or otherwise commercialize the MINDZ.com Network, (ii) modify, translate or otherwise create a derivative work of the MINDZ.com Network within the meaning of Article 13 of the Dutch Copyright Act (*Auteurswet*), or (iii) disassemble, decompile or reverse engineer the object code or source code of the MINDZ.com Network or any part thereof.
- 5.5 MINDZ.com may take technological measures to protect the MINDZ.com Network and individual parts of the MINDZ.com Network. You may not remove or circumvent such technological measures.

6. User Content

- 6.1 Notwithstanding the provisions set out in Clause 5.1, you guarantee that you will not make available and/or transmit any User Content via the MINDZ.com Network which:
- a. is discriminating or which is otherwise offensive;
 - b. incites to violence and/or harassment of others;
 - c. leads to or is the consequence of exploitation or abuse of others;
 - d. which, in the opinion of MINDZ.com, is contrary to good morals or good taste, is violent or which includes (a link to) pornographic or erotic material;
 - e. includes a request for the personal details of minors and/or which provides the personal details of others; or
 - f. involves chain letters, junk mail or spamming and/or asks for passwords or other information which can be traced back to persons, including by using automated software or methods.
- 6.2 You retain all Intellectual Property Rights to User Content submitted by you. You acknowledge and agree that by making User Content available you automatically grant to

MINDZ.com a royalty-free, unencumbered, world-wide, sub-licensable, non-exclusive license to use, reproduce, circulate and make public the User Content in connection with the MINDZ.com Network and to use the User Content for marketing and/or promotional purposes in connection with the MINDZ.com Network.

- 6.3 You acknowledge and agree that the User Content you make available to MINDZ.com will be used by other Users. MINDZ.com does not accept any liability for compliance with these Terms of Use by the users of MINDZ.com.
- 6.4 You acknowledge and understand that other Users determine the contents of the User Content offered by them. MINDZ.com is not aware of the contents of any User Content. Therefore MINDZ.com can not give any guarantees and does not accept any liability for the User Content offered by Users.
- 6.5 If you are of the opinion that User Content is unlawful, you can report this to MINDZ.com. You can find more information about the Notice in Notice of Alleged Illegal Content section <http://www.mindz.com/files/noticeOfAllegedIllegalContent.pdf>.
- 6.6 MINDZ.com reserves the right to change or remove User Content for any reason and without any further notice and without having to pay any compensation. In particularly MINDZ.com may do so in, but not limited to, cases in which you violate Clause 5.1 and/or Clause 6.1. This paragraph does not withstand the right to take further legal action including, but not limited to, providing your personal details to third parties.

7. Interruption of the MINDZ.com Network

- 7.1 MINDZ.com is entitled to put the Website and/or the MINDZ.com Network (temporarily) out of MINDZ.com Network and/or to reduce the use of it without any prior notice and without being obliged to pay compensation to you, if to the discretion of MINDZ.com this is necessary for instance in connection with the reasonably required maintenance of the Website and/or the MINDZ.com Network.
- 7.2 MINDZ.com is entitled without any prior notice, to apply procedural and technological changes and/or improvements to the Website and/or the MINDZ.com Network.

8. Intellectual Property Rights

- 8.1 All Intellectual Property Rights with regard to the Website, the MINDZ.com Network, the Information and the MINDZ.com Applications, including the Intellectual Property Rights to the texts, images, designs, photographs, software, audiovisual material and other materials are vested in MINDZ.com and/or their licensors.
- 8.2 Under the conditions as set out in these Terms of Use, MINDZ.com grants you a restricted, personal, revocable, non-exclusive, non-sub-licensable, non-transferable right to use the MINDZ.com Network and the Information and to view the User Content.
- 8.3 It is expressly not allowed to download, copy, change, or make public the Database, the Information, the MINDZ.com Applications and files, data, programs and/or materials, or to use them for direct or indirect commercial purposes or to use them for any other purpose than the purposes mentioned in these Terms of Use unless MINDZ.com has given its

explicit consent. This does not apply to User Content which you made lawfully public yourself via the MINDZ.com Network.

- 8.4 It is not allowed to remove, make illegible, hide or change notifications with regard to Intellectual Property Rights.
- 8.5 Nothing in these Terms of Use is meant to assign any Intellectual Property Rights to you. You shall not perform any acts which may infringe upon the Intellectual Property Rights of MINDZ.com such as registering domain names or trademarks which are similar or identical to any object of which MINDZ.com has the Intellectual Property Rights.

9. Privacy

During the creation of your Account and during the provision of the MINDZ.com Network, you will supply MINDZ.com with personal data. These personal data will be saved and processed according to the MINDZ.com Privacy Statement <http://www.mindz.com/files/privacystatement.pdf> and the applicable legislation and regulations.

10. Database

The database of MINDZ.com is to be regarded as a database within the sense of Section 1, opening sentence and under (a) of the Dutch Databases Act (*Databankenwet*). MINDZ.com is the producer of this Database and in that capacity has the exclusive right to grant consent for the use of data from this Database. You may only use data from the Database insofar as use is allowed pursuant to these Terms of Use and for the performance of the MINDZ.com Network and you are not allowed without the prior written consent of MINDZ.com to retrieve and re-use a substantial part of the User Contents of the database(s) and/or retrieve and repeatedly and systematically re-use non-substantial parts of the User Contents of the database(s) within the sense of the Databases Act.

11. Liability and guarantees

- 11.1 Any and all liability of MINDZ.com, whether based upon attributable failure, tort or otherwise, is fully excluded, including but not limited to damage resulting from or in connection with the use of the Website and/or the MINDZ.com Network or the impossibility of using it or pursuant to an unlawful act or otherwise insofar as this is allowed under mandatory law.
- 11.2 MINDZ.com does not guarantee that the MINDZ.com Network will be accessible at all times and without any interruptions or failures, for instance as a result of failures in the internet or phone connection, by viruses, faults/defects or caused by third parties whom MINDZ.com uses in rendering the MINDZ.com Network. MINDZ.com is not liable or obliged to the user to pay compensation in any way whatsoever for any damage resulting or arising from the MINDZ.com Network being (temporarily) unavailable or (temporarily) broken down, such as, without limitation, damages resulting from the unavailability of the Event organizing functionality.

- 11.3 Your only remedy for allegedly suffered damages is to discontinue the use of the MINDZ.com Network and to cancel your Account.
- 11.4 This Article does not limit MINDZ.com's liability for damages caused by gross negligence or willful intent by the board of directors or the executive management of MINDZ.com.
- 11.5 You guarantee to MINDZ.com that you are entitled to make use of the MINDZ.com Network in the manner as contemplated in and that you will act in strict accordance with these Terms of Use.

12. Indemnification

- 12.1 You fully indemnify and hold harmless MINDZ.com against any and all claims by third parties based on the allegation that any activities performed by you in using the MINDZ.com Network, such as placing User Content, are in any way unlawful. This includes, without limitation, any activities that are in violation of Clauses 5.1 and 6.1 hereof or that constitute an infringement on any Intellectual Property Rights.
- 12.2.1 You fully indemnify and hold harmless MINDZ.com against all claims by third parties on any ground whatsoever with regard to compensation for losses, costs or interests in connection with or resulting from your use of the Website, the MINDZ.com Network and/or a violation of these Terms of Use and/or any rights of third parties.

13. Term and termination

- 13.1 You are entitled to discontinue the use of the MINDZ.com Network at any time and to terminate your Account.
- 13.2 In addition to the other remedies or means available to MINDZ.com, MINDZ.com is at all times entitled to (temporarily) restrict, suspend or put out of use your activities in connection with the MINDZ.com Network without giving any reason and without any prior explanation, to discontinue and/or to remove your Account temporarily or permanently, to remove User Content, to issue a warning, to terminate the MINDZ.com Network and to refuse to provide you with the MINDZ.com Network, particularly, without limitation, if you act contrary to these Terms of Use and/or MINDZ.com is of the opinion that your acts may inflict damage or cause liability for MINDZ.com or yourself with regard to other users or third parties. MINDZ.com will not be liable or obliged to pay compensation for this in any way whatsoever.

14. Notice of Alleged Illegal User Content

- 14.1 In order to terminate infringements of the rights of third parties as soon as possible, MINDZ.com has developed a procedure for reporting infringing User Content: Notice of Alleged Illegal User Content <http://www.mindz.com/files/NoticeOfAllegedIllegalContent.pdf> . Submitting such a notice is subject to the Conditions for a Notice of Alleged Illegal Content <http://www.mindz.com/files/ClarificationtotheNoticeofAllegedIllegalContent.pdf>.

- 14.2 MINDZ.com is not liable for any damage whatsoever, either direct or indirect, suffered caused by the unlawful use of the MINDZ.com Networks. MINDZ.com can only be held to remove or make unavailable any unlawful User Content or to discontinue any unlawful activities, after it has received a Notice.

15. Contact

For any general queries, MINDZ.com can be contacted via the following contact details:

MINDZ.com B.V.
Moreelsepark 65 (Hoog Catharijne, Kantoren Hoog Overborch, 2e etage)
3511 EP Utrecht
Tel. 030-2393840
Fax. 030-2393841
info@mindz.com

16. Miscellaneous, applicable law and competent Court

- 16.1 These Terms of Use and the use of the MINDZ.com Network and the Website are governed by and construed in accordance with the laws of The Netherlands.
- 16.2 All disputes resulting from or arising out of these Terms of Use or your use of the MINDZ.com Network shall exclusively be submitted to the competent court in Utrecht.
- 16.3 These Terms of Use include all the arrangements which you and MINDZ.com have made in this respect. They replace all previous arrangements and agreements which you have made or concluded with MINDZ.com in this respect. Verbal communications, undertakings or arrangements have no legal force unless they have been confirmed in writing.
- 16.4 MINDZ.com is allowed to assign any rights and obligations resulting from these Terms of Use to third parties and will inform you of this. If you do not accept such an assignment, you may discontinue the use of the MINDZ.com Network and terminate your Account.
- 16.5 Notwithstanding any legislative or legal obligations applicable to MINDZ.com, in relation to you MINDZ.com will not be obliged to keep any archived agreement accessible to you.
- 16.6 If these Terms of Use are or become partly invalid, you as well as MINDZ.com continue to be bound by the remaining part. MINDZ.com will replace the invalid part by clauses which will be valid and of which the legal consequences - considering the conditions and purpose of these Terms of Use - correspond as much as possible with those of the invalid part.