

Please find below the Terms and Conditions of Use for digital content provided by Boom uitgevers Amsterdam.

These Terms and Conditions of Use apply to all contracts and agreements signed between Boom and the Customer in relation to the provision of Digital Content; they apply in addition to Boom's General Terms of Supply.

Article 1 – Definitions

In these Terms and Conditions of Use, the following terms have the following meanings:

1. **Boom:** Boom uitgevers Amsterdam B.V., with its registered office at 747-751 Prinsengracht, 1017 JX Amsterdam, the Netherlands, listed in the commercial register of the Amsterdam Chamber of Commerce under number 04020619 and also trading as: Uitgeverij Boom, Boom test uitgevers, Uitgeverij Boom Nelissen, Boom Lemma uitgevers and Academic Service.
2. **Digital Content:** any and all digital content provided by Boom to the Customer, including, but not limited to, databases, digital magazines and articles, e-books and tests.
3. **Terms and Conditions of Use:** these Terms and Conditions of Use for Digital Content.
4. **Intellectual Property Rights:** all rights relating to intellectual property and related rights, including – but not limited to – copyrights, trademark rights, patent rights, design rights, trade name rights, database rights, and rights to knowhow.
5. **Customer:** the natural person or legal entity entering into an Agreement with Boom for the supply of Digital Content.

Article 2 – Use of Digital Content

1. All Intellectual Property Rights to the Digital Content are owned by Boom or its licensor(s). The Customer will only be granted a personal, non-

exclusive, non-transferable and non-sublicensable licence to the Digital Content on loan.

2. The licence referred to in paragraph 1 will be provided for databases, magazines, articles and tests for the term of the agreement entered into between Boom and the Customer. On the purchase of e-books, Boom will provide the Customer with a licence for ten years.
3. Unless expressly otherwise provided, Digital Content must only be consulted and employed for personal and non-commercial use or – if the Customer is a business customer – for internal business purposes.
4. The Client is not authorised to reproduce, edit or lend the Digital Content or make it available to any third parties in any manner whatsoever or use it to perform any other acts which extend beyond the scope of the licence provided in this article (Article 2).
5. Contrary to the provisions of paragraph 4, the Customer will be authorised to publish or reproduce parts of the Digital Content as information regarding its courses, to the extent that this is justified by the intended, non-commercial purpose, provided that:
 - The Customer can be classified as a not-for-profit educational institution;
 - The Customer clearly states the source, including the manufacturer's name, provided this is reasonably possible;
 - The Customer will pay a reasonable fee to the manufacturer or its assignees; and
 - the other terms of Section 16 of the Dutch Copyright Act (*Auteurswet*) are complied with.
6. In order to pay the reasonable fee payable under the law, as referred to in Article 2, paragraph 5, the Customer can contact Stichting PRO (Stichting Publicatie -en Reproductierechten; Foundation for Publication and Reproduction Rights), Postbus 3060, 2130 KB Hoofddorp, the Netherlands. Email: www.stichting-pro.nl).
7. Boom or its licensor(s) are entitled to take technical measures in order to protect their Intellectual Property Rights. The Customer will not be authorised to remove or circumvent such security measures.

8. Boom or its licensor(s) are authorised to impose restrictions (temporary or otherwise) on the scope of the licence or the number of devices or types of devices on which the Digital Content may be consulted.
9. If the Customer acts in contravention of this article (Article 2), Boom will be authorised to suspend, with immediate effect, access to the relevant Digital Content or the Customer's web account, and to keep it suspended, notwithstanding Boom's right to recover from the Customer the loss suffered as a result of or in connection with the infringement in question (including any expenses incurred). Boom will not be liable for the effects of suspending access to the web account.
10. Temporarily reduced access to, or availability of, the Digital Content will not entitle the Customer to suspend the payment of the fees payable. The Customer will not be entitled to a refund of the fees it has paid in the event of temporarily lack of access, or reduced access, to the Digital Content.

Article 3 – Sale of digital products by the Customer

1. The Customer is prohibited from marketing digital copies of any digital products purchased from Boom, e.g. by selling the product online or offering it for sale.
2. To the extent that exhaustion of copyright can be invoked in relation to any digital products within the meaning of Section 12b of the Dutch Copyright Act (Auteurswet), the Customer, contrary to the provisions of paragraph 1, will solely be authorised to market the copy it has obtained in the following cases:
 - If it has obtained a licence for the relevant copy from Boom for an indefinite period of time;
 - If it has paid a price to Boom matching the economic value of the copy;
 - If it can demonstrate that it has rendered its own copy inoperable.