

## Dustin Marketplace – Terms of Use

### 1 General

- 1.1 These Dustin Netherlands B.V., corp. reg. no 06088974, (“**Dustin**”) general terms and conditions of use (“**Terms of Use**”) apply to the digital platform available at <https://services.dustin.nl>, including any subdomains and any associated links, (“**Marketplace**”). Dustin’s Marketplace enables companies and other legal entities (“**Customers**”) to purchase software and other IT products or services for use in the Customer’s internal business operations.
- 1.2 The Customer is responsible for all its physical individual users that access Dustin’s Marketplace on behalf of the Customer (“**User**”). The Customer shall ensure that each such User complies with these Terms of Use. Unless the circumstances clearly indicate otherwise, any references herein to “**you**” and/or “**User**” will refer to both the Customer and any of the Customer’s Users.
- 1.3 By accessing Dustin’s Marketplace, you agree to be bound by these Terms of Use. If you are accessing Dustin’s Marketplace in connection with your employment or as representative of a Customer, you hereby represent to Dustin that you are authorized to bind the Customer to these Terms of Use. Please note that Dustin’s Marketplace is directed towards legal entities and not physical individuals. Consequently, these Terms apply B2B, i.e., between Dustin and the applicable Customer.

### 2 Other terms, processing of personal data, etc.

- 2.1 Additional terms and conditions may apply to purchases of products and services and to specific features of Dustin’s Marketplace. For example, when you purchase products through Dustin’s Marketplace, the Dustin Marketplace Terms of Sale shall apply. For more information, please see <https://www.dustin.nl/agreements/marketplace>. In case of conflict between these Terms of Use and any additional terms and conditions, the

latter shall prevail with respect to the subject matter stated therein.

- 2.2 Dustin collects and processes the personal data that you provide in connection with your use of Dustin’s Marketplace. For further information on how and for which purposes Dustin processes and uses your personal data as a data controller, please see Dustin’s [privacy policy](#). By creating a business account on Dustin’s Marketplace (“**Customer Account**”), the Customer confirms that it has informed the Customer’s Users about Dustin’s processing of their personal data.

### 3 Access and availability

- 3.1 By accessing Dustin’s Marketplace, you confirm that (a) you will not grant any physical individuals under the age of 18 any access to Dustin’s Marketplace; (b) you will not use Dustin’s Marketplace for any personal, household or family purpose; and (c) you agree to comply with these Terms of Use. If you do not accept these Terms of Use, please refrain from accessing Dustin’s Marketplace and do not proceed with creating a Customer Account.
- 3.2 Dustin grants the Customer a non-exclusive, non-transferable and revocable license to use Dustin’s Marketplace for internal business purposes and in accordance with these Terms of Use. Any use of Dustin’s Marketplace other than as specifically authorized herein is strictly prohibited and will automatically terminate the license granted hereunder.
- 3.3 Dustin’s Marketplace is provided via the internet and actual availability is hence dependent on factors outside of Dustin’s control. Save for downtime due to updates and maintenance, Dustin will use its best endeavours to keep Dustin’s Marketplace available 24/7/365. However, Dustin makes no guarantee with regards to such availability and actual availability may be lower.

### 4 Account and User Content

- 4.1 In order to register a Customer Account, you will need to make available certain information such as the Customer’s name, address, phone

number and any other information indicated as required. You are responsible for ensuring that all information provided by you in connection with registering a Customer Account is correct. Please make sure to always keep the information under your Customer Account up to date.

- 4.2 The Customer is solely responsible and liable for all actions and activities conducted under its Customer Account. You undertake to keep the password to your Customer Account confidential and shall immediately inform Dustin about any unauthorized use of your Customer Account.
- 4.3 Users may post certain content on Dustin's Marketplace such as comments, ratings and reviews ("**User Content**"). You are responsible for all User Content under your Customer Account and shall ensure that such User Content does not violate applicable law or is otherwise abusive, offensive or indecent.
- 4.4 Dustin reserves the right to suspend or terminate your Customer Account, without incurring any liability, if Dustin has reasonable grounds to suspect that any activity conducted under your Customer Account is in breach of these Terms of Use, applicable law and/or other agreements or guidelines which may be associated with your use of Dustin's Marketplace.
- 4.5 When you post User Content to Dustin's Marketplace, you grant Dustin a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, irrevocable, fully paid, and worldwide license to use, reproduce, make available to the public, publish, translate, modify, create derivative works of, and distribute your User Content. Dustin reserves the right to use data derived from your use of Dustin's Marketplace, in an anonymized, consolidated and aggregated manner to improve, develop, market and modify Dustin's Marketplace.

## 5 **Links to third party websites**

Links to other websites are found on Dustin's Marketplace. The linked websites are not controlled by Dustin and Dustin carries no responsibility whatsoever for the content on such websites or the content in the links on such

websites. Dustin provides these links only to facilitate the finding of the websites and the provision of a link does not mean an approval from Dustin of the website in question.

## 6 **Intellectual Property Rights**

- 6.1 The content and information displayed on Dustin's Marketplace is owned by Dustin or its licensors. The content is protected by intellectual property rights, which means that trademarks, product names, pictures, graphic, design, layout etc. are not to be copied or in any other way used without Dustin's prior written consent. Printouts are only allowed for non-commercial use. It is forbidden to copy, save or in any other way reproduce, process, change, transmit, transfer, in other ways utilize or exploit material or parts thereof without Dustin's prior written consent.
- 6.2 You further agree not to (a) reproduce or circumvent the navigational structure or presentation of Dustin's Marketplace; (b) use Dustin's Marketplace in any manner that might interfere with the rights of third parties; (c) use any data mining, robots, scraping or similar data gathering methods; and (d) conduct any activity that might compromise the security of or otherwise damage Dustin's Marketplace.

## 7 **Liability**

- 7.1 Dustin's Marketplace is provided "as is" and "as available" without any representations or warranties of any kind, expressed or implied, including but not limited to merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement.
- 7.2 Dustin may at any time update, change, modify or withdraw Dustin's Marketplace as a whole or part thereof, including specific properties, without incurring any liability and without obtaining your prior consent. All new functionalities, features or services introduced to Dustin's Marketplace will be subject to these Terms of Use.
- 7.3 Dustin is not responsible for any damage, loss, or injury resulting from (a) the use or inability to use Dustin's Marketplace; (b) unauthorized access to or alteration of your Customer

Account, transmissions or data; (c) statements or conduct of anyone in connection with the use of Dustin's Marketplace; or (d) hacking, tampering, or other unauthorized access or use of Dustin's Marketplace.

- 7.4** You agree to defend, indemnify, and hold Dustin and its licensors harmless from all liabilities, claims and expenses that are caused or can be related to your use or misuse of Dustin's Marketplace in violation of these Terms of Use, applicable law and/or other agreements or guidelines which may be associated with your use of Dustin's Marketplace.

## **8 Miscellaneous**

- 8.1** The failure of Dustin to insist on adherence to any provision of these Terms of Use shall not be considered a waiver of any right, nor shall it deprive Dustin of the right thereafter to insist on the adherence to that provision or any other provision of these Terms of Use.
- 8.2** Dustin reserves the right to amend these Terms of Use at any time and the newest applicable version will be posted via Dustin's Marketplace. By continuing to use Dustin's Marketplace after the amended Terms of Use have become effective, you are consenting to such amended Terms of Use. If you do not consent to the amendments, you must stop using Dustin's Marketplace and delete your Customer Account.
- 8.3** Any provisions in these Terms of Use, which by their nature are to be performed or complied with after the termination of these Terms of Use, shall survive and continue in full force and effect (e.g. provisions regarding governing law).

## **9 Governing law and jurisdiction**

- 9.1** These Terms of Use shall be governed by the substantive laws of the Netherlands.
- 9.2** Any dispute, controversy or claim arising out of or in connection with these Terms of Use, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Netherlands' Arbitration Institute ("NAI") The seat of arbitration shall be Amsterdam, the Netherlands. The Arbitral Tribunal shall be composed of one arbitrator. The proceedings

shall take place in the English language. Unless otherwise agreed, the arbitral proceedings and the arbitral award shall be subject to a duty of confidentiality.

- 9.3** Notwithstanding the foregoing, in case of Customer's non-payment, Dustin shall at all times be entitled to apply for a payment order or initiate proceedings before the general courts with the Amsterdam District Court as first instance.