







- 
- 13.3. **70GFDNIIFF%** cannot be held liable for any losses suffered by the client as a result of Trademark Office B.V. prematurely dissolving the agreement or suspending its performance of the agreement.

**Artikel 14. Liability**

- 14.1. Trademark Office B.V. cannot be obliged to pay compensation for any losses that have been directly or indirectly caused by:
- a. an occurrence that is factually beyond its control and therefore cannot be imputed to its acts or omissions, as specified in article 15 of these general conditions;
  - b. any act or omission of the client, his subordinates, or other persons employed by or on behalf of the client.
- 14.2. Trademark Office B.V. cannot be held liable for losses of any nature whatsoever by Trademark Office B.V. working on the basis of incorrect and/or incomplete information provided by the client.
- 14.3. Trademark Office B.V. depends on the services or networks of third parties to perform the agreement. Trademark Office B.V. cannot be held liable for losses of any nature whatsoever caused by the services or networks of third parties, including faults in their networks or infrastructure.
- 14.4. Trademark Office B.V. cannot under any circumstances be held liable for the client's loss of his rights to the domain name, for the domain name previously having been applied for by a third party or for claims of third parties regarding the domain name.
- 14.5. Trademark Office B.V. cannot be held liable for losses caused by the client failing to meet his obligations under the agreement, these general conditions or the law, or doing so on time or in full.
- 14.6. **70BDNIE%9** cannot under any circumstances be held liable for indirect losses, including consequential losses, loss of income, missed savings or losses caused by business stagnation.
- 14.7. If **70BDNIE%9** is none the less held liable for any losses, the liability of **70BDN 2IIE%9** will be limited to the amount paid out by the insurer of **70BDNIE%9**. If the insurer decides not to pay out or the loss is not covered by the insurance, the liability of **70BDNIE%9** will be limited to a maximum of the invoice amount.

**Artikel 15. Force majeure**

- 15.1. Force majeure on the part of **70BDNIE%9** will be deemed to have arisen if **70BDNIE%9** is prevented from meeting its contractual obligations or the preparation thereof as a result of: war, threat of war, riot, revolution, act of war, fire, water damage, flooding, governmental measures, defective materials (including computers and other telecommunication resources), non-availability of materials (including computers and other telecommunication resources).
- 15.2. Force majeure is also defined as a non-compliance on the part of The Trademark Office's suppliers, as a result of which Trademark Office B.V. is unable to meet its obligations or meet them on time or in full.

**Artikel 16. Confidentiality and personal data**

- 16.1. Both parties are obliged to protect the confidentiality of all confidential information that comes to their notice in the context of the contract from each other or from other sources. The information is considered confidential if the other party has communicated that it must be treated confidentially or if the confidential nature of the information is self-evident. The party receiving confidential information shall use it exclusively for the purpose for which it was provided.
- 16.2. The client is aware that a public record of his personal data is made when the domain name is registered.
- 16.3. Trademark Office B.V. processes personal data in accordance with the Dutch Personal Data Protection Act (Wpb). Trademark Office B.V. will not disclose confidential information about the client to third parties unless one of the exceptions provided for in article 16.4 applies.
- 16.4. Trademark Office B.V. is authorised to disclose personal data to a third party in the following cases:
- a. if the data subject has given explicit consent for this to be done;
  - b. in the context of a statutory regulation or legal proceedings;
  - c. to protect the rights or property of Trademark Office B.V.;

- d. to prevent a criminal offence from being committed or to protect state security;
- e. in the event of a suspicion of fraud or other illegal activities;
- f. if necessary to The Trademark Office's ability to perform the agreement, see also article 16.2.

**16.5.** If under any statutory provision or pursuant to any legal ruling Trademark Office B.V. is obliged to issue confidential information to third parties designated by the law or the competent court, and Trademark Office B.V. is unable to invoke a right of exemption provided for by law or recognised or allowed by the competent court, Trademark Office B.V. is not obliged to pay any compensation for damages and the client will not have the right to dissolve the contract on the ground of any damages thus caused.

**Artikel 17. Applicable law and court with competent jurisdiction**

**17.1.** All agreements between Trademark Office B.V. and the client shall be governed by Dutch law.

**17.2.** All disputes concerning the agreements between the client and Trademark Office B.V. shall be referred to the competent court in the district in which Trademark Office B.V. has its registered offices.