





14. The Affiliate Member indemnifies MPS against third-party claims pertaining to or connected with the publication via the Affiliate Member of data on companies that are listed in the MPS certificate administration.

#### **Nature of the data, user risk and liability of MPS**

15. The Affiliate Member is aware that the data are based on the internal administration of MPS. Although the administration is updated with the greatest possible care, MPS cannot guarantee that the data are always correct. For this reason, among others, no rights whatsoever can be derived from the available data, or be invoked against MPS.
16. The use of the application and the data it gives access to is entirely at the Affiliate Member's own risk. MPS is in no way liable for any damage the Affiliate Member may suffer as a result of or in connection with the use of the data or the application.
17. Moreover, MPS is in no way liable for the unavailability (temporary or otherwise) of the data due to inaccessibility of the application or for technical or any other reasons, not even if the inaccessibility has been scheduled by MPS. If MPS decides that the application requires maintenance, resulting in (temporary) inaccessibility, MPS will notify the Affiliate Member in advance if possible. MPS is not liable for the consequences of the lack of availability in this case, either.

#### **Costs**

18. The costs associated with Affiliate Membership are listed in the annex. MPS has the right to revise the prices on an annual basis. MPS will publish the prices for the following calendar year on its website no later than November of the current calendar year.

#### **Duration and termination**

19. Unless specified otherwise, the availability is for an indefinite period. The Affiliate Member can terminate the availability and the resulting obligations for the Affiliate Member through cancellation in writing in such a way that there is evidence that MPS received the cancellation. The cancellation always takes effect at the start of a new calendar year.

20. In derogation of the preceding article, the availability can be terminated with immediate effect by MPS:
- If the Affiliate Member does not meet its obligations pursuant to or in connection with the availability, not even after he has been given reasonable notice period by MPS during which the Affiliate Member had the opportunity to remedy the breach. This also specifically includes unauthorised use of the data by the Affiliate Member, to be determined at the exclusive discretion of MPS.
  - If the Affiliate Member applies for suspension of payment or declares bankruptcy.
21. If the availability is terminated during the year, the annual fees in effect at that time remain payable. There is no right to refunds, not even a prorated refund for the part of the calendar year during which the application will no longer be used.

**Miscellaneous**

22. The preceding is subject to Dutch law. Any disputes that may arise as a result of the availability and the resulting obligations or as a result of any further agreements and/or obligations, will be brought before the competent Court in The Hague.

Thus agreed and signed on:

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Date:.....-.....-.....

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