

# General Terms and Conditions of IBFD

## Section 1 **Applicability**

All offers, orders, agreements, memberships and other subscriptions of the Stichting Internationaal Belasting Documentatie Bureau (hereafter "IBFD") and its clients (hereafter "Client(s)") are governed by these terms and conditions (hereafter "Terms and Conditions").

IBFD reserves the right to update or modify these Terms and Conditions at any time without prior notice. You can view the most current version of the Terms of Service at any time by visiting our website: [www.ibfd.org/portal/TermsAndConditions.html](http://www.ibfd.org/portal/TermsAndConditions.html). The use of this website and the use of our products following any such change constitutes your agreement to follow and be bound by the Terms and Conditions as changed. For this reason, we encourage you to review these Terms and Conditions whenever you use this website

We shall not accept provisions in derogation of these terms unless IBFD has confirmed them in writing.

## Section 2 **Offers and agreements**

All prices for products of IBFD are offered without engagement and are valid for the period of time as indicated by IBFD. Special prices may apply for so-called publication packages. IBFD reserves the right to change prices. An agreement will be reached after the acceptance of the Client's order by IBFD.

IBFD reserves the right to refuse an order for no reason/without cause. IBFD will inform the Client within a reasonable period of time if an order is not accepted by IBFD.

## Section 3 **Products**

IBFD offers different kinds of products (e.g. journals, loose leafs, books, databases on CD-Rom and/or online). Additional terms may apply for each type of publication.

## Section 4 **Prices and payment**

All prices are mentioned exclusive of VAT and include airmail postage to all addresses worldwide. Customers in the Americas (including Canada) and the Asia Region will be invoiced in US dollars.

All prices and invoices are free of local taxes.

Product(s) and invoice(s) will be sent separately. All subscribers should pay the invoice within 30 days from the invoice date. The standard subscription agreement period between IBFD and the Customer is one year.

The following years of the agreement the customer will be automatically invoiced in advance for a full year. Those invoices shall be paid 30 (thirty) days before the beginning of the Membership and/or Subscription period.

IBFD accepts three methods of payment: bank transfer, cheque or credit card. Payment by credit card is not accepted for Memberships. On placing an order the Client shall indicate which method he prefers.

If a Client fails to pay in accordance with the agreed payment term, he will be deemed to be in immediate default by operation of law. IBFD will be entitled to claim payment of legal interest and payment of extra judicial costs. As far as applicable, subscriptions and internet access will be terminated without further notice.

IBFD shall be entitled to suspend delivery until full payment of any outstanding and/or due invoice is received by IBFD. The Client shall not be permitted to set off or suspend any of his debts against any disputed or undisputed debt owed by IBFD to the Client.

It is Client's responsibility to promptly notify us of any changes to his billing and mailing information, or of any loss, or unauthorized use of your credit card(number).

The Client is responsible for updating his registration information and his credit card information, as applicable.

## **Section 5 Delivery**

Delivery is accomplished when IBFD has delivered possession of the ordered product(s) to a common carrier, or for web-based products (online publications), when the Internet access password has been sent to the Client and the license has been granted by IBFD.

Delivery will take place within a reasonable period of time after receipt of the Client's order. If delivery does not take place within 60 (sixty) days of receipt of the order, the Client is entitled to cancel his order. In that case the Client is not entitled to any compensation, other than, if applicable, a total refund of the already paid costs of the ordered product.

All risks relating to the ordered products of IBFD shall transfer to the Client at the moment of delivery. The property of the printed products will, if applicable, remain with

IBFD until the moment that all outstanding invoices including costs and legal interest are paid by the Client in full.

## **Section 6 Return of products**

This Section only applies if the Client is a consumer. A consumer is considered to be a private person buying products for private use. The Client may cancel his order at any time without cause under the following conditions: the Client must return the product in the same undamaged condition he received it, within 30 (thirty) working days after delivery of the product. The product shall be returned to IBFD at the Client's own expense.

## **Section 7 Intellectual property rights**

The Client acknowledges that IBFD, or its licensor(s), has/have the sole and exclusive (intellectual) property of the products of IBFD, including all materials and all copyrights, trademarks, rights in accordance with EC Directive 96/9 on protection of databases as incorporated in the Dutch Copyright Act 1912 and other intellectual property rights. Depending on the product IBFD will grant the Client a license to use a product of IBFD.

## **Section 8 Liability**

All products of IBFD have been carefully compiled by IBFD, but no representation is made or warranty given (either express or implied) as to the completeness or accuracy of the information it contains. IBFD is not liable for the information in its products or any decision or consequence based on the use of it. IBFD will not be liable for any indirect or consequential damages. However, IBFD will be liable for damages that are a result of an intentional act (opzet) or gross negligence (grove schuld) on IBFD's part. In no event shall IBFD's total liability exceed the price of the ordered product or a maximum of 50% (fifty per cent) of the license fees paid in the preceding 12 (twelve) months.

The information contained in IBFD's products is not intended to be an advice on any particular matter. The Client should not act on the basis of any matter contained in products of IBFD without considering appropriate professional advice.

*Online publications and/or CD-Rom:* It is the Client's duty to ensure that his computer equipment is adequately protected against viruses, unauthorized access and other security breaches. IBFD is not responsible for any damage to the Client's or any other connected computer from any such security breach, virus, bugs, tampering,

unauthorized intervention, fraud, error, omission, interruption, deleting, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction whether in relation to online publications or use of a CD-Rom.

*Online publications:* IBFD provides access to the online publications 24 hours per day. However, IBFD is not liable for periods of non-accessibility of its online publications and IBFD shall not be liable for any damage caused by a malfunction or a cease of the website to be operative, except as indicated in this section. If access to (a part of) the online publications is not possible as a result of a system breakdown or malfunctioning of IBFD online hardware and/or software infrastructure, IBFD will make all reasonable efforts to solve this problem. IBFD will inform all relevant Clients if the access problem cannot be solved within 72 hours (Saturdays and Sundays not included) after discovery of the non-accessibility by IBFD.

If access cannot be restored during the following 72 hours (Saturdays and Sundays not included), the Client is entitled to terminate the agreement with IBFD. IBFD will refund the license fees for the remaining months (pro rata restitution). Termination of the agreement and restitution is not possible in the case of Force Majeure (section 13).

## **Section 9 Disputes and applicable law**

All rights, obligations, offers and agreements contained in these Terms and Conditions, are governed by the laws of the Netherlands. All disputes between parties are subject to the exclusive jurisdiction of the competent Court in Amsterdam, the Netherlands.

## **Section 10 Duration of Memberships and Subscriptions**

This section only applies to:

electronic and print memberships ('Membership'); subscriptions on books, journals, loose leaves, CD-ROMs and online publications ('Subscription'). The standard subscription agreement period between IBFD and the Customer is one year.

The Membership or Subscription will enter into force at the moment a Client subscribes by submitting an order or entering into an agreement.

## **Section 11 Termination of Membership or Subscription**

The Membership or Subscription will automatically be renewed for successive periods of 1 (one) year unless the Client notifies IBFD in writing by registered mail of his decision to terminate the Membership or Subscription at least 1 (one) month before the start of a new subscription year.

Notwithstanding IBFD's right under section 4 and its right to terminate immediately the Membership or Subscription as a result of the Client's breach of IBFD's or its licensor's proprietary rights, both IBFD and the Client are authorized to terminate the Membership or Subscription, on written notice by registered mail to the other party if such other party breaches any provision of these Terms and Conditions and fails to remedy such breach within 15 (fifteen) days of receipt of written notice from the non-breaching party.

### **Section 12 Invalid terms**

In the event that any part of these Terms and Conditions is determined by a competent authority to be invalid, such parts shall be severed from the remaining terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

### **Section 13 Force Majeure**

If IBFD cannot comply with any of the provisions of the agreement with the Client due to an event of Force Majeure, which continues for more than 60 (sixty) days, the Client and IBFD are entitled to terminate the agreement. Neither party shall have any liability to the other as a result of an event of Force Majeure, notwithstanding any liability that may result from non-performance before an event of Force Majeure of wrongful act.

These Terms and Conditions are registered with the Chamber of Commerce Amsterdam, the Netherlands, under number 41197411.

IBFD's VAT number is: NL009392610B01.