



Terms and Conditions

Terms and Conditions ("Terms")

Last updated: (January 2017)

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the service BPConnect through website or as mobile service (the "Service") operated by BPdelivery B.V., Renkum, The Netherlands ("us", "we", or "our"). Entities using the service will be identified as "The subscriber" or "Subscriber".

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing and/or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Purpose

Our mission is to connect businesses to each other to allow them to be more productive and successful. Our services are designed to promote economic opportunity for community members by enabling professionals within organizations to connect, meet, exchange ideas, learn, and find opportunities in a network of trusted relationships.

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation. Any financial data will only be used to ensure payment of your purchase. Your card information will not be stored on our systems, only the time/date stamp of your purchase and the invoice that is digitally created through our service. Payment information will only be shared with you for reference purposes. Any personal, financial or registered information necessary to obtain the purchase will not be shared with other parties unless other parties are part of the delivery chain, related to the product or service.

Prior to acceptance to subscriptions

In order to be eligible for a subscription the subscribers application will be validated. Validation to any subscription will be done by a designated representative from the organization subscriber needs to be a part of. Subscriber fills in the required fields to identify him/herself to the designated representative in a way that subscriber is identifiable as a natural person and can be contacted by at least E-mail, postal address, company, phone and mobile phone. Subscriber will only be validated if all personal information is given and proof of valid and accurate membership can be delivered as a result. The subscriber allows the designated representative to analyse the given data to be able to identify the subscriber as a valid and natural person to provide the rights to make use of the service.

Opening an account

Any subscriber may have only one unique user account to login to the service. When his/her account is created and validated (see: prerequisite), the subscriber gains access to his/her private account. Each subscriber shall have his/her own personal identifying information, i.e., login and password. The subscriber shall be solely responsible for the actions of their own use of the service subject to these conditions.

Login Info and Privacy

The login info shall be kept personal and confidential by subscriber. They may be changed only by the subscriber. The subscriber shall be solely and entirely responsible for the use and conservation of his/her login info. Therefore he/she hereby agrees to take all measures to ensure the complete safety and confidentiality of said login info and not to disclose it to third parties in any form and for any purpose whatsoever. He/she hereby agrees not to infringe, due to the use of the service provided by us the rights of third parties, particularly including their privacy. In the event of the loss or theft of its login, the subscriber shall be solely responsible for the consequences that might result therefrom, and must therefore enter into a closure procedure of the login by BPdelivery B.V.. BPdelivery B.V. hereby agrees not to disclose the information sent to it by the subscriber for any purpose other than the proper functioning of the service.

Convention on Proof

The Parties hereby expressly agree that: – The presence of an identification code shall validly identify the author of a message and establish the authenticity of the message – An electronic invitation containing an identification code shall be equivalent to a writing signed by the issuing person – The parties may avail themselves of a paper printout of an email message from an email service to prove the content of exchanges they have had about the performance of these General Terms and Conditions.

Linking to other subscribers

Subscriber is fully aware that he/she undiscloses his/her own personal data by accepting invitations from other connected subscribers and that the result may be that contact from the accepted other subscriber is part of the process to connect to each other with the purpose to pursue business. Subscriber is aware that the service may only be used to identify business opportunities and is in no way an alternative to personal or private contact without the purpose of doing business. Obtained email addresses through the service may not be used in any way to share or undisclose with third parties from either side.

Content

Our Service allows Subscriber to link, store, share and otherwise make available personal information, text, graphics, addresses, or other material ("Content"). Subscriber is responsible to maintain the information provided to be accurate and up to date.

Links To Other Web Sites

Our Service may contain links from or to third-party web sites or services that are not owned or controlled by BPdelivery B.V.

BPdelivery B.V. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that BPdelivery B.V. shall not be responsible or liable, directly or indirectly, for any damage or loss

caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

Service availability

We may change, suspend or end any Service, or change and modify prices prospectively in our discretion if applicable. To the extent allowed under law, these changes may be effective upon notice provided to you. BPConnect is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law.

Limits

BPdelivery B.V. reserves the right to limit the subscribers use of the Services, including the ability to contact other Members. We reserve the right to restrict, suspend, or terminate subscribers account if we believe that you may be in breach of this Agreement or law or are misusing the Services.

Bdelivery B.V. reserves all of its intellectual property rights from and within the Services and the service itself. For example, trademarks or registered trademarks that can be directly linked to BPdelivery or its affiliates. Other trademarks and logos used in connection with the Services may be the trademarks of their respective owners. It is not allowed to create a copy of the service in any way to store on own devices or infrastructure without prior an written consent by BPdelivery B.V.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

No warranty

TO THE EXTENT ALLOWED UNDER LAW, BPDELIVERY B.V. (AND THOSE THAT BPDELIVERY B.V. WORKS WITH TO PROVIDE THE SERVICES) (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS.

SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

Exclusion of liability

TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS BPDELIVERY HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT SUPERSEDES THIS AGREEMENT), BPDELIVERY (AND THOSE THAT BPDELIVERY WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR

DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OR CHANGES TO YOUR INFORMATION OR CONTENT).

IN NO EVENT SHALL THE LIABILITY OF LINKEDIN (AND THOSE THAT BPDELIVERY WORKS WITH TO PROVIDE THE SERVICES) LEAD TO PAYMENTS, FOR ALL INDIVIDUAL AND/OR COMBINED CLAIMS.

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND BPDELIVERY AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF BPDELIVERY HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

Contact Us

If you have any questions about these Terms, please contact us.

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