



Kennisinstituut cultuur
& digitale transformatie

**TERMS OF USE WEBSITE THE DIGITAL HERITAGE NETHERLANDS FOUNDATION / DEN
KNOWLEDGE INSTITUTE CULTURE & DIGITAL TRANSFORMATION**

Table of Contents

1	Who we are and how to contact us.....	2
2	Acceptance of these Terms of Use.....	2
3	Other applicable terms	2
4	Changes to these Terms of Use.....	3
5	Changes and adjustments to our website.....	3
6	Accessibility of our website	3
7	Transfer of rights and obligations.....	3
8	Who is our website aimed at?	3
9	Secure use of your account.....	3
10	Use of materials on our website	4
11	Reliance on and accuracy of information on our website	4
12	Limitation of our liability.....	4
13	Content of other users	4
14	How can I complain about content of other users?	5
15	Liability for damage or loss suffered by you.....	5
16	Use of your personal data.....	5
17	Uploading content to our website	5
18	Viruses and harmful software	6
19	Linking to our website.....	6
20	Use of our trade names and trademarks	6
21	Applicable law and jurisdiction	7

TERMS OF USE WEBSITE THE DIGITAL HERITAGE NETHERLANDS FOUNDATION / DEN KNOWLEDGE INSTITUTE CULTURE & DIGITAL TRANSFORMATION

These Terms of Use set out terms and conditions that govern the access and use of our website. Please read these Terms of Use carefully before using our website.

1 Who we are and how to contact us

DEN Knowledge Institute Culture & Digital Transformation is the name under which we, the Digital Heritage Netherlands Foundation (Chamber of Commerce number 34111121), work to achieve our objective. As a non-profit organisation, we aim to promote the accessibility of Dutch cultural heritage through digital access and professionalise the cultural sector to ensure our cultural heritage becomes increasingly digitally accessible.

As part of our objective, we offer a variety of services ranging from general and tailor-made advice, educational programmes, training programmes, a management programme, and lectures and conferences, to the provision of information through newsletters, e-mails, face-to-face interactions and our website (www.den.nl).

Please use the contact details below to get in touch with us.

DEN Knowledge Institute for Culture & Digital Transformation

Prins Willem-Alexanderhof 5

2595 BE 's-Gravenhage

Posbus 90407

2509 LK 's-Gravenhage

Telephone: +31 (0)70-314 03 24 (available from Monday to Friday from 9.00 a.m. to 5.00 p.m.)

Website: www.den.nl

E-mail: den@den.nl

2 Acceptance of these Terms of Use

By accessing our website, you agree to be bound by the terms and conditions set forth below. If you do not agree with these Terms of Use, you should not access or use the website.

3 Other applicable terms

These Terms of Use refer to other additional terms which may also apply to your use of our website:

- Our Privacy Statement: <https://www.den.nl/over-ons/privacy>
- Our Cookie Policy: <https://www.den.nl/over-ons/cookies>

If you order products or services through our website, our General Terms and Conditions apply: <https://www.den.nl/over-ons/algemene-voorwaarden>

4 Changes to these Terms of Use

Our Terms of Use may change from time to time. Please check this page each time you use our website to take note of any changes.

5 Changes and adjustments to our website

Please note that we regularly make changes to our website in order to provide you with the best possible service.

6 Accessibility of our website

Our website is made available free of charge.

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may temporarily or permanently block your ability to access our website for maintenance or other reasons. Where possible, we will mention this in advance on the website.

You are responsible for ensuring that all persons who access our site through your website or Internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them when using our website or products.

7 Transfer of rights and obligations

We may transfer our rights and obligations under these terms to another entity by giving written notice to you personally or via our website.

8 Who is our website aimed at?

Our content is aimed at users in the Netherlands. We cannot guarantee that the contents of our website is suitable for users from other countries.

9 Secure use of your account

We may offer you the possibility to create an account on our website. In that case, we will provide you with login details. It is essential that you do not share these details with others. We reserve the right to suspend your login details if we reasonably suspect that you are acting contrary to these Terms of Use.

10 Use of materials on our website

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our website.

Unless expressly permitted by us, you must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our website for commercial purposes without obtaining our permission.

If you use the website in breach of these Terms of Use, your right to use the website will cease immediately and you must, at our option, return or destroy any copies of any materials you have created.

11 Reliance on and accuracy of information on our website

The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. We recommend that you obtain professional advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our website, we cannot guarantee that the content on our website is accurate or complete.

12 Limitation of our liability

We may provide links to third-party websites on our website. Activating such links may cause you to leave our website. These links are provided for your information only. Their presence does not mean we endorse any of the websites linked with or connected to our website. We assume no responsibility for such websites as we have no control over their contents.

13 Content of other users

Our website may contain information and materials uploaded by other users. We do not verify or accept such information and materials. Views expressed by other users on our website do not represent our own views or values.

14 How can I complain about content of other users?

If you have a complaint about content or information posted by other users on our website you should report it to us immediately. (Our contact details are listed above.)

15 Liability for damage or loss suffered by you

The following applies to both business and consumer users:

- We do not exclude liability where it would be unlawful to do so.
- For information concerning liability for products or services provided by us, please refer to our General Terms and Conditions as published on our website.

If you are a business user, please note that:

- we will not be liable for any indirect or consequential loss or damage arising under or in connection with the use of, or inability to use, our website; or
- the use of or reliance on any content displayed on our website.

If you are a consumer user, please note that:

- We only provide our website for domestic and private use. You agree not to use our website for any commercial or business purposes, and we have no liability to you for any loss or damage incurred as a result of such use.
- We will not be liable for any loss or damage to devices or software due to your use of our website or to your downloading of any content on it, unless liability cannot be excluded under Dutch law.

16 Use of your personal data

Our Privacy Statement sets out the terms on which we process any personal data we collect from you, or that you provide to us.

17 Uploading content to our website

If we offer you the opportunity to upload content to our website or get in touch with other users on our website, you must comply with applicable laws and regulations, and respect the rights of third parties. It is not permitted to store or distribute information via our website that is harmful, libellous, defamatory or racist.

You will be liable to us and agree to fully indemnify us for any loss or damage arising out of the posted content on our website.

Any content you upload to our website will be considered non-confidential and non-proprietary and it is your responsibility to ensure that any third-party rights are not violated. For all content you upload to our website, you grant us a license to use, display, store, reproduce and distribute that content to third parties.

We reserve the right to

- disclose your identity to any third party who claims that any content posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy; and
- remove any content you post on or upload to our website if, in our opinion, the content does not comply with these Terms and Use or for any other reason.

You are solely responsible for the secure storage of your content on our website.

18 Viruses and harmful software

We do not guarantee that our website will be secure or free from bugs, viruses or other harmful software.

You are responsible for using your own virus protection software.

You are not permitted to

- misuse our website by knowingly introducing viruses or other material which is malicious or technologically harmful;
- attempt to gain unauthorised access to our website, the server on which our website is stored, or any server, computer or database connected to our website; or
- attack our website.

By breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

19 Linking to our website

You may link to our website, provided you do so in a way that is fair, reasonable and legal and does not in any way damage our reputation or take advantage of it.

You must not establish a link

- in such a way as to suggest any form of association, approval or endorsement on our part where none exists; and
- our website must not be framed on any other site.

We reserve the right to withdraw linking permission or change our linking terms without notice.

20 Use of our trade names and trademarks

You are not permitted to use our trade names or trademarks without our prior consent.

21 Applicable law and jurisdiction

These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation shall be governed by Dutch law. Without prejudice to our right to submit a dispute to a court to which jurisdiction would be vested under the law in the absence of this provision, disputes will be submitted to a Dutch court, in first instance to the competent court in our place of business, unless the law prescribes otherwise.