

GENERAL TERMS OF USE FOR THE WEBSITES OF NEW SKOOL MEDIA AND ITS GROUP COMPANIES

Article 1 - Applicability

These terms of use ("**Terms**") have been drawn up by New Skool Media B.V., with its registered office in Amsterdam and principal place of business at Spaklerweg 53 in (1114 AE) Amsterdam. New Skool Media B.V. is registered with the Chamber of Commerce in Amsterdam under number 60745967, VAT number: NL 823920434B01. These Terms also apply to all current and future group companies of New Skool Media B.V., such as New Skool Exploitatie B.V. and ONE Business B.V. (hereinafter jointly referred to as "**NSM**").

A user ("**User(s)**") will be requested to register or create a profile for the use of some (sections) of the websites operated by New Skool Media B.V. ("**Website(s)**"). A number of Websites, including www.columbustravel.nl/community, also offer the option of signing up for a community ("**Community**") on which a User can place content (text and images) and/or keep a weblog ("**Blog**").

The User accepts these Terms by registering for or making use of the Websites, the Community or a Blog. These Terms can be downloaded from the Websites using this [Link](#), including the option of saving and printing these Terms.

NSM reserves the right to amend or supplement these Terms by publishing the amended Terms on the Websites. Amendments to the Terms will take effect after a period of 14 days after their publication on the Websites. The User will be advised to periodically check the Terms for changes.

Article 2 - Registration

The User will be asked to register or create a profile using the registration button for the use of some (sections) of the Websites, Communities or Blogs. The User can then log in using Facebook or his/her email address. During the registration procedure, the User will, among other things, complete a form with a number of mandatory fields with data like a user name, password and a valid email address, and be asked to choose a password ("**Registration Details**"). The registration of the User cannot be processed if a mandatory field is not completed. The User undertakes to complete this form truthfully.

Once the registration process has been completed, the User will be given access to his or her account ("**Account**"). This Account and the use thereof is strictly personal and not transferable, with a password chosen and kept secret by the User himself/herself.

Communication between the User and NSM will take place electronically by email or using the system provided by the Websites.

NSM is not liable for any incorrect data provided by the User, for any lost registrations and/or for disruptions of the network, hardware, or software resulting in limited, delayed, or lost data of the User.

Users under the age of 16 declare that they have obtained permission from (a) parent(s) or carer(s) and are able to provide this permission in writing at the request of NSM. If it becomes clear that this permission has not been granted, NSM may decide to exclude the User from participation, unless the User demonstrates that this permission has still been obtained.

All use of and activities on the Account are the own responsibility of the User, even if his/her login credentials are used by another person with or without his/her permission or if another person has access to any computer with which the profile of the User can be reached or which grants automatic access thereto, for example by means of the login credentials stored on this computer.

If the User has reasons to assume that his/her profile is no longer safe (for example in case of loss, theft, or unauthorised disclosure or use of his/her login credentials stored on the Website), the User must

immediately change the login credentials in question using – if present – the relevant update application of the Website, or inform NSM of this through the contact page.

Article 3 - Content placed by the User

The User can place messages, texts, graphics, pictures, images, video and audio files (hereinafter jointly referred to as: “**the Content**”) for the content he/she creates within the environment of his/her Account in order to distribute these to third parties through the Website.

NSM will not monitor the content of the Account and the Content provided by the User. This means that NSM is not liable for any damage or costs as a result of Content placed by the User.

Only the User is responsible for the Content placed and distributed by him or her on the Account. The User specifically guarantees that the Content meets the provisions of this article, that any permission from third parties necessary for the use of the Content, including portrayed person(s) and copyright holder(s), has been obtained, and that he/she will not use the Websites for (other) criminal or unlawful activities.

The User also guarantees that the Content is and remains in accordance with applicable laws and regulations. The Content may not contain insulting, coarse, or degrading elements which affect the privacy of third parties, or which are offensive or obscene, or which may promote violations or crimes. No vulgar, hateful, threatening, (child)pornographic or other sexual Content may be placed. The Content may also not harm the reputation of NSM.

By placing the Content, the User guarantees that it complies with these Terms and accepts the responsibility and liability concerning the Content. The User indemnifies NSM against all damage suffered and costs incurred by NSM in relation to claims by third parties concerning the unlawful use of the Content.

NSM reserves the right to shorten or amend the Content. NSM also has the right to mark the Content with a logo to be able to track the use of this Content by third parties. Furthermore, NSM has the right to remove the Content if it becomes clear that these Terms were not complied with.

NSM reserves the right to inform the competent investigating officer about any Content which violates public order or is otherwise in violation of statutory provisions.

The User may not include or show commercial and advertising-related publications in his/her Content.

Article 4 - Use of Content placed and information provided by the User

By placing Content or entering data on the Websites or any other forms of communication with or through the Website, and unless expressly indicated otherwise elsewhere, the User gives NSM and its commercial partners the non-exclusive, unlimited and global permission to use, reproduce, modify, translate, improve, distribute or license the Content in any medium of NSM and its commercial partners (both currently existing and future) for whatever purpose, including commercial purposes, without owing any form of compensation for this.

The User always has the right to keep using the Content himself/herself.

The User is aware that placing the Content entails the risk of third parties, including users of the Websites, saving, using and/or editing the Content.

The User must also bear in mind that information disclosed by the User on publicly available sections of the Websites is available to all users of these Websites. This means that the User must carefully consider which personal information and which other materials he/she wants to place.

NSM reserves the right, but does not undertake, to check, edit, move or remove all Content provided for public notification or placement or publication on the Website and Communities, specifically the forums, notice boards, response forms and the like, at its own discretion and without prior notice.

NSM has the right to show advertisements before, after, or simultaneously with the presentation of the Content on the Websites, Blogs, and the Community.

NSM strives to prevent infringements on rights of third parties and requests rightsholders to report any infringements to New Skool Media B.V., addressed to the Customer Service Department, Spaklerweg 53, 1114 AE Amsterdam or by email to klantenservice@newskoolmedia.nl, to enable suitable measures to be taken against the infringing Content.

Reports must contain the following information:

- (i) a description of the Content, including the name of the sender;
- (ii) a description of the rights of the User which are (possibly) being violated;
- (iii) contact details (name, address, email address and telephone number) of the User(s) to enable NSM to contact him/her or them.

Article 5 - Termination of the use

If the User no longer wishes to use the Website, the Blog option or the Community, the User can indicate this by email. The User can always register again.

The User will no longer have access to his or her account after the termination set out above. NSM will in this case reserve the right to retain the Content to present it to other Users, possibly in an active Account.

NSM has the right to block the access to the Websites and the Community or to permanently ban the User from the continued use of the Website and the Community, without the need to substantiate this decision.

NSM will always has the right to discontinue the Websites or the Community or to transfer these to a third party, at its discretion, in which case this third party will be required to observe the agreements with the User.

Article 6 - Intellectual property rights

Unless indicated otherwise, all rights, including copyrights, text rights, logo rights, the domain name, and all other intellectual property rights to the format, the concept, the look and feel, the content of the Websites, the Community, and the name of the Websites and the Community are vested in NSM or its licensors.

Unless indicated otherwise, all rights, possibly by means of a license, including copyrights and personality rights, and all other intellectual property rights on all texts, images and other Content created by the User and placed on the Account, will be vested in the User. The User indemnifies NSM against claims by third parties in this respect. If it becomes clear that the User is not the creator of the Content, NSM has the right to remove this Content.

Copying, reproducing, publishing, rearranging, distributing, adapting, revising, changing, (partially) removing, resizing, returning, relocating, erasing or otherwise altering the content of the Website, either directly or indirectly, including but not limited to removing or changing advertisements, is strictly forbidden. This means that it is no in way permitted to make use of content/material of the Website in a commercial or other unauthorised manner by means of publication, forwarding, distribution, display, storage, or other manners, including but not limited to Website content, unless for personal use or with the explicit and written permission of NSM.

Article 7 - Use of the Websites

When using the NSM Websites, the User must:

- act with due observance of all applicable statutory provisions; and
- observe the following and any additional instructions given by us.

The User must refrain from the following actions:

- Disrupting the operation of the Websites or the Community or other computers or systems of NSM or other users, or obstructing or restricting the use of the Websites by users;
- sending unwanted commercial messages ("spam") to persons whose email address the User obtained through the Internet services and Websites of NSM;

- any use in a manner which is harmful to NSM, its customers, other users of the Websites or third parties;
- modifying, damaging, shutting down, overloading, obstructing or impeding the use of the Internet services and Websites of NSM;
- threatening, insulting, discriminating or impeding others;
- supplying content, material or messages which are intentionally incorrect, threatening, insulting, discriminating, intimidating, unlawful, defamatory, vulgar, obscene, derisive, misleading or fraudulent, or can be construed as such, or which contain explicit or graphic images of sexual acts, or which infringe on the privacy of others; and
- distributing viruses or documents that contain harmful components.

If the User makes use of (a section of) the Websites or the Community, he or she does this at his/her own risk. NSM is not liable for any damage or costs resulting from the use.

NSM has the right to take measures if NSM believes that the User acts in violation of these Terms, or based on other grounds. NSM can take the following measures, among others:

- (i) the temporary or permanent denial of access to the Websites and the Community for the User;
- (ii) the termination of an Account; and
- (iii) recovering any damage and costs arising from the violation of the Terms from the User.

NSM is not liable for any damage suffered or costs incurred by the User if NSM makes use of the powers set out above.

Article 8 - Links to other websites

The Websites and Communities contain banners and links to external Internet pages. NSM is not liable for the use, content or performance of these external Internet pages or for Internet pages which contain a link to the Websites. The Privacy Statement and Cookie Statement of NSM do not apply to personal data collected and processed on or through these external Internet pages.

Article 9 - Privacy

NSM respects the privacy of its Users. NSM handles their personal data with the utmost care. NSM will observe the General Data Protection Regulation, the Dutch Telecommunications Act, and other applicable privacy-related laws and regulations. For more information about how NSM treats personal data, refer to NSM's [Privacy Statement](#).

Article 10 – Liability

NSM prepares the content and composition of its Websites and Communities with a great deal of care and attention. However, NSM cannot guarantee that all data on the Websites and Communities are complete and/or correct, and is in no way liable for any direct or indirect damage of any kind arising from or in any way related to the use and/or the possibly temporary (un)availability of the Websites and Communities. Nor is NSM liable for the Content placed on the Websites by Users or third parties, including advertisers, or which is otherwise provided by third parties.

NSM cannot guarantee that the information on the Websites and Communities is suitable for the purpose for which you consult it. All information is offered in its actual form and without any guarantee or warranty with respect to their availability, suitability, fitness for a particular purpose or otherwise.

The information on this Website is continuously updated and/or changed. Changes can always be made with immediate effect and without any notice.

Where relevant, NSM may remove information from the Websites and Communities or make the information (temporarily) unavailable, in case of, among other things, possible infringement on rights of third parties. NSM also has the right to modify or remove any submitted text, visuals and/or audio materials in any way.

Article 11 - Miscellaneous

We reserve the right to make changes and corrections to this Website and/or these Terms at any time without prior notice.

Article 12 - Applicable law and competent court

These Terms of Use are exclusively governed by the laws of the Netherlands. All disputes arising in relation to these Terms of Use, including disputes concerning the existence and validity thereof, will be settled by the competent court in Amsterdam.

NSM has the right to amend these Terms at any time. These Terms were last amended on 1 January 2019/© New Skool Media B.V. 2019.