

## **GAMcard General Terms and Conditions**

Filed with the Chamber of Commerce of Amsterdam, the Netherlands

### **1. Definitions**

1. GAM-System: GAM-System B.V. and/or companies affiliated with GAM-System B.V.
2. Agreement: an agreement between GAM-System and a Member with respect to the use of the GAMcard after that GAMcard has been activated via GAM-System's website.
3. Member: a holder of a GAMcard who has concluded an Agreement with GAM-System.
4. Offence: a violation by a Member of the participating organisation's rules and regulations.
5. GAMcard: an access pass or other data carrier that provides access to the GAM-System.
6. Coding: a description of the violation on the GAM-System black list.

### **2. Applicability**

The following provisions govern all agreements from or with GAM-System insofar as the parties have not agreed otherwise in writing.

### **3. Commencement of the Agreement**

1. An Agreement will be concluded at the time at which the visitor activates his GAMcard via the GAM-System website.
2. The parties are free to demonstrate by other means that the Agreement has been concluded.
3. Supplements and amendments may be implemented only in writing.

### **4. Term and termination**

1. The Agreement is entered into for a term of one year and will subsequently be tacitly extended, each time for a term of one year.
2. The Agreement may be terminated only in writing, with due observance of a three-month notice period.
3. The Agreement will not end if the participating organisation from which the Member applied for the GAMcard terminates its agreement with GAM-System, for any reason whatsoever.
4. GAM-System may terminate the Agreement effective immediately if a Member fails to comply with one or more of its obligations towards GAM-System or fails to do so properly and fully or if a member acts contrary to such obligations, in which case the Member will not be entitled to any form of compensation.
5. GAM-System is entitled to terminate the Agreement effectively, without any notice of default or judicial intervention being required, if GAM-System is declared bankrupt, has applied for or been granted a suspension of payments or otherwise loses the free disposal over its assets, in which case the Member will not be entitled to any form of compensation.
6. GAM-System is entitled to terminate the Agreement effective immediately, without any judicial intervention being required, if the Member uses the GAMcard improperly.

### **5. Force majeure**

1. *Force majeure* with respect to the Agreement is taken to mean anything understood under that term pursuant to the relevant law and case law.
2. In the event of *force majeure* GAM-System will be entitled to either suspend its performance vis-à-vis the Member or to dissolve the Agreement in whole or in part, at GAM-System's choice, without being obliged to pay any compensation to the Member or to third parties.

### **6. Prices**

1. Unless otherwise indicated all the prices indicated by GAM-System and fees due are inclusive of turnover tax and other government levies.
2. GAM-System is entitled to adjust the rates. The Member will be notified of such adjustments not later than two months before they enter into effect. The Member will be entitled to terminate the Agreement effective from the date on which the adjustment enters into effect.

### **7. Payment conditions**

1. The Member's payment obligation enters into effect on the date on which the Agreement is concluded. As from that date, payment must be made within 14 days. That term is of the essence.
2. The Member must make all payments exclusively to GAM-System.
3. In addition to the price due for the GAMcard, the Member will owe the fees ensuring from these Terms and Conditions.
4. After the first year, payments in respect of the GAMcard will be made annually by direct debit collection.
5. In the event that payment is not made in a timely manner the Member will owe any resulting judicial and extrajudicial costs.

### **8. Member's obligations**

1. The Member is obliged to truthfully provide his full details (including personal data). Valid proof of identity is required in this context.
2. The Member is obliged to show his GAMcard upon entry when visiting a participating organisation.
3. The Member is obliged to comply with the participating organisation's rules and regulations.
4. The Member is obliged to relinquish his GAMcard for inspection if a member of the participating organisation's staff requests him to do so.

### **9. GAM-System's obligations**

1. GAM-System is obliged to comply with the agreements it has made, as indicated in the Agreement.
2. GAM-System is obliged to correctly handle personal data in accordance with the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*).
3. GAM-System will take appropriate measures to safeguard the processing of data.

### **Member's breach**

1. In the event that the Member fails to comply with any obligation that it has under the Agreement or fails to do so in full in a timely manner, the Member will be deemed to be in default by operation of law and GAM-System will be entitled to suspend performance of the Agreement or to dissolve the Agreement in whole or in part, at GAM-System's discretion, without any notice of default or judicial intervention being required and without GAM-System being required to pay any compensation and without prejudice to GAM-System's other rights in this respect. GAM-Systems will notify the Member in this regard in advance unless it cannot reasonably be expected to do so. The obligation to pay the amounts due will continue to apply during deactivation. Reactivation will take place if the Member has complied with his obligations within the term set by GAM-System and has paid a fee set for the reactivation; the amount of that fee is set at EUR 25.

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2. In particular, the Member will be obliged to compensate any damage that GAM-System sustains as a result of premature termination of the Agreement as referred to in subsection 1 of this Article, in which case all claims that GAM-System has or acquires against the Member will be immediately due and payable as a lump sum.

**11. Liability**

1. In performing its activities GAM-System depends on the cooperation and services of and deliveries by third parties over which GAM-System can exercise little or no control. Therefore, GAM-System cannot be held liable in any way for any form of damage that arises as a result of the relationship with GAM-System or the severance of such a relationship, regardless of whether the damage arose or became apparent during the relationship with GAM-System.
2. In the event of a breach in respect of the performance of the Agreement, GAM-System will be liable only for replacement compensation, *i.e.* compensation of the value of the performance that was not effected. Any liability on the part of GAM-System for any other form of damage is excluded, including supplementary compensation in any form whatsoever, compensation of indirect or consequential damage or damage as a result of loss of turnover or profit.
3. The Member indemnifies GAM-System against any claims for compensation that may be brought by third parties in respect of damage that occurs in any way as a result of the wrongful or negligent use of the products and services that GAM-System supplies to the Member.
4. GAM-System is not responsible or liable for the data supplied by the Member.
5. GAM-System makes regular backups of all server files. However, GAM-System is not liable for any loss of data or any resulting damage.
6. GAM-System will take every possible measure to safeguard personal data but cannot be held liable in this respect.
7. GAM-System is not liable for the correctness of any information and recommendations given by a participating organisation.
8. GAM-System is not liable in the event of loss or theft of or damage to a GAMcard.
9. GAM-System is not liable in the event that a participating organisation improperly places the Member on the black list or applied incorrect Coding in respect of the Member.
10. GAM-System is not liable in the event that a participating organisation fails to properly comply with the Dutch Personal Data Protection Act.
11. Liability will be accepted only up to the maximum amount that GAM-System's liability insurer pays out in such cases.
12. The Member is liable for any damage that GAM-System suffers as a result of a breach that can be attributed to the Member in respect of the Member's compliance with the obligations ensuing from the Agreement and these Terms and Conditions.
13. The Member must notify the organisation where the Member has registered or GAM-System in writing of any changes to the Member's particulars. The Member must do so immediately or in any event within one month after the change has entered into effect. If the Member fails to do so, the Member will be liable for any damage that GAM-System sustains as a result.

**12. Deactivation**

A GAMcard will be deactivated immediately if the Member registers more than once.

**13. Transfer of rights and obligations**

The Member is not entitled to transfer his rights or obligations ensuing from an Agreement to third parties.

**14. Offence**

1. The term of the Coding will be determined in advance in a uniform manner.
2. GAM-System will handle an Offence in accordance with the Dutch Personal Data Protection Act.

**15. Loss, theft or damage**

1. In the event that the GAMcard is lost, stolen or damaged, the Member must apply for a new GAMcard from GAM-System.
2. The costs of a new GAMcard in the amount of EUR 5 will be paid by the Member.

**16. Guarantee**

1. Unless the parties have explicitly agreed otherwise, GAM-System does not furnish any further guarantees on the GAMcard than the guarantees furnished by the manufacturer or the supplier.
2. There will be no entitlement to a guarantee among other things if:
  - a. defects are caused by the Member's providing incorrect or incomplete information to GAM-System;
  - b. the Member uses the GAMcard for a purpose other than that for which it is intended; or
  - c. the Member is in default in respect of any payment obligation towards GAM-System.
3. If it appears from an investigation that GAM-System conducts further to a guarantee claim that any defect is not for GAM-System's account, the Member will reimburse GAM-System for the costs that GAM-System incurred in conducting the investigation.
4. GAM-System excludes any guarantee in respect of the GAMcard in the event that it is used improperly by the Member.

**17. Complaints**

1. GAM-System has an e-mail address for complaints with respect to the operation of its system, the GAMcard and the performance of Agreements that have been concluded with it. GAM-System will take stock of the complaints that have been submitted to that e-mail address on a regular basis and will take action where necessary to remedy common complaints. GAM-System is not obliged to personally respond to complaints that are submitted by e-mail. GAM-System will respond personally to complaints that are submitted by ordinary post or registered post.
2. The Member must give GAM System an opportunity to investigate the complaints and to correct them. If the Member fails to do so, all its related claims will lapse.
3. Complaints will not affect the payment obligation.

**18. Confidentiality**

1. GAM-System will take measures to safeguard the confidentiality of all the information that is provided to it, to its personnel and to any persons whom it deploys by or on behalf of the Member. GAM-System will not disclose such information to third parties without the Member's written permission to do so.
2. GAM-System will comply with the Member's reasonable instructions in order to safeguard confidentiality.

**19. Retention of title**

The GAMcard is the property of GAM-System and will remain the property of GAM-System at all times and must be returned to GAM-System upon the termination of the Agreement.

**20. Amendments to the Terms and Conditions**

1. GAM-System reserves the right to amend or supplement these Terms and Conditions.

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2. Amendments will also apply in respect of Agreements that have already been concluded, with due observance of a term of 30 days after the notification of the amendment.
  3. If the Member does not wish to accept an amendment to these Terms and Conditions it may dissolve the Agreement until the date on which the new Terms and Conditions enter into effect, effective from that date or the date on which the notice of termination is received if it is after the date on which the change enters into effect.
- 21. Dispute settlement procedure and applicable law**
1. The District Court of Amsterdam or the Cantonal Division of the District Court of Amsterdam has sole jurisdiction.
  2. If by court ruling one or more articles contained in these Terms and Conditions are declared invalid, the remaining provisions contained in these General Terms and Conditions will remain in full force and effect and GAM-System and the Member will consult in order to agree on new provisions to replace the provisions that are null and void or that have been declared null and void, in which context the purpose and purport of the provisions that are null and void or that have been declared null and void will be taken into consideration to every extent possible.
  3. The Agreement is governed exclusively by Dutch law.