

# Terms of Use ABC Business Directories

By using the website <http://www.abc-d.com> and its supplementary services the user accepts the following Terms of Use that govern the use of the supplier search engines of ABC Business Directories BV and its supplementary services.

## § 1 Definitions

1. ABC: the company ABC Business Directories BV, Paasheuvelweg 40, 1105 BJ Amsterdam zuidoost; Part of Avant Invest BV (KVK 55437419)
2. User: any natural person or legal entity that uses the supplier search engine or one or more of the supplementary services and communicates with third parties via such.
3. Advertiser: any provider of products and services that is listed in the ABC supplier search engine;
4. Supplier Search Engine: the website <http://www.abc-d.com>
5. Supplementary services – ABC "Email Marketing", ABC "Business Packages", ABC "Google Adwords service", ABC "Marketingtool", ABC "Analytics"

## § 2 Extent of use

1. The user agrees to use the supplier search engine, and supplementary services of ABC only for its own commercial and independent professional activities and declares itself not to be a consumer. The user is committed not to send messages contrary to the democratic laws or regulations.
2. Any use of additional services of ABC with failure to that is not covered by the definitions given on [www.abc-d.com](http://www.abc-d.com) is considered unsolicited communications (spam) and is prohibited. The user notes that the recipient of spam may be entitled to injunctive relief under competition law and/or a claim for damages against the user irrespective of the selected technical form of communication (e-mail or SMS).
3. While using Services of ABC the user undertakes to only change or supplement database content when, acting with due care and diligence, there can be no reasonable doubt as to the factual correctness of the planned corrections or amendments. The user undertakes not to send any pornographic, politically extreme or religiously fanatical material or other content that is not consistent with the free democratic constitutional system or otherwise violates prevailing law.

## § 3 Liability

1. ABC assumes no liability whatsoever for the content, data integrity, delivery or whereabouts of communications sent via the supplementary services.
2. The user is liable, in accordance with the general laws and pursuant to these Terms of Use, for the contents it sends via the Services of ABC. Should a claim be made on ABC as a result of the law or these Terms of Use being violated, the user shall indemnify ABC against such claims on first demand.

## § 4 Consequences of misuse

1. Should the user violate § 2 of these Terms of Use, it shall incur a contractual penalty of € 25.00 for every mailing and every advertiser that has been sent an unsolicited offer.
2. In the event of § 2 of these Terms of Use being violated, ABC is also entitled to claim damages and
3. to advise all ABC users and advertisers in an appropriate manner of the methods of the user;

4. to inform the user's Internet service provider of the user's conduct and use its influence to have the user's Internet access and/or web hosting accounts blocked;
5. to refuse the user access to the supplier search engine temporarily or permanently.

#### **§ 5 Place of jurisdiction and severability clause**

The law of the Federal Courts in Amsterdam shall apply. The exclusive place of performance and court is Amsterdam. Any amendments to these Terms of Use, including the written-form clause, must be made in writing. The invalidity of any individual provisions shall not otherwise affect the validity of these Terms of Use.

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