Terms & Conditions for Use of DOHSBASE data

Valid from: May 26, 2025, till further notice v9.1

When an organization or individual (hereafter referred to as licensee) takes a subscription on DOHSBase products or closes an agreement for the supply/purchase of data.

Licensee hereby licenses from DOHSBASE BV (hereinafter referred to as DOHSBASE or the Licensor) the use of data provided by DOHSBASE either by its internet applications or by data provided via the DOHSBase database or by tailor made provided data. The uniqueness of the data is to be specified in its combination of data. That is, the data that are provided originate from a multitude of public sources, which are assessed on their quality by DOHSBASE and combined in its products and services.

Licensee agrees that use of the data shall be subject to the following terms and restrictions:

License and Ownership

1. The Data and the compilation of the information contained therein is and shall remain the sole property of the Licensor. Licensee will take no action to infringe on the rights of the Licensor therein.

2. The Data you are about to use are licensed, not sold. Licensee is granted a non-transferable, personal and non-exclusive right to use the Data for the own internal business purposes and not in support of any third party. Any attempt to transfer, sublicense, or resell access to the Data or derived products constitutes a material breach of this agreement.

3. Licensee agrees not to sell, resell, rent, lease, sublicense, or release the Data to any third party and not to disclose any information contained in the Data to any other individual, association, firm, parent or subsidiary organization, or other entity whatsoever, except: 1: When identified by DOHSBASE as an authorized licensee of the same type/level; or, 2: With the prior written permission of Licensor (“permitted disclosure”).

4. Any “permitted disclosure”, publication or other permitted public use of the information contained in the Data will indicate that the Licensor is the source of the information, will carry the legend “Data Provided by DOHSBASE, and used under license” and will indicate the dominant use of the Brand with an ® symbol.

5. Licensee agrees to maintain the quality, the integrity, and the confidentiality of the information contained in the Data, and of the goodwill in the Brand as used with services (in accordance with the summary). Any breach of this provision shall allow DOHSBASE to terminate this license immediately and seek injunctive relief and damages for the breach.

Disclosure and Usage Requirements

6. If the Licensee contracts services with a third-party agent or consultant which requires the transmittal of the Data to the third-party, Licensee can disclose and transmit the Data provided that:

    a. Licensee secures the Licensor's prior written consent to the disclosure, and
    b. Third-party will execute Licensor's standard Data Use License Agreement, and
    c. Such disclosure carries the legend "Data Provided by DOHSBASE, and used under license." and indicates the dominant use of the Mark with a ® symbol.

7. If the Licensee is a data reselling organization Licensee agrees to use the information in the Data strictly for internal uses and is prohibited from selling or otherwise distributing or disclosing the information in the Data to any third party, including customers or clients of Licensee, without prior written consent of Licensor, and providing such other organizations have executed Licensor's standard license agreement. All authorized resales must be at prices established or approved by DOHSBASE, and Licensee must maintain accurate records of all resale transactions for audit purposes.

8. DOHSBASE may establish an Authorized Reseller Program with separate terms and conditions. Only organizations explicitly accepted into this program may resell DOHSBASE products or services, and only under the specific terms of that program. Inquiries about becoming an authorized reseller should be directed to [contact email].

9. Licensee acknowledges that each license activation is tied to a specific end-user organization and may include technical measures that identify the original purchaser. Any circumvention of these technical measures is strictly prohibited and constitutes a material breach of this agreement.

Agreement Terms and Enforcement

10. This Agreement shall take effect upon ordering a subscription or by signing a quotation or contract, or by downloading or viewing data from DOHSBASE related websites.

11. In case of infringements of this agreement licensee agrees to accept penalties up to 10 (ten) times the value of the current subscription or purchased service.

12. The obligation of confidence and nondisclosure assumed by Licensee hereunder shall not apply to:

    a. Individual information which at the time of disclosure is in the public domain; or
    b. Information which thereafter lawfully becomes a part of the public domain other than through disclosure by Licensee; or
    c. Information known to Licensee prior to licensors' disclosures to Licensee; or
    d. Information which is lawfully disclosed to Licensee by a third party not under an obligation of confidentiality to licensor with respect to said information.

13. DOHSBASE reserves the right to change or modify any of the terms and conditions of this agreement at any time without prior notice to you. The latest version of this agreement is available and can be downloaded from WWW.DOHSBASE.COM. You must visit the website before downloading and/or installing any updated data to review the terms and conditions of the most current version of this agreement, because downloading and/or installing the updated data constitutes your acceptance of the terms and conditions in the most current version of the agreement posted on the website.

Subscription and License Usage

14. The subscription or contract period is one year, starting from the month of ordering, unless otherwise specified.

15. DOHSBASE products are licensed under so called "named use"; this means that every individual user needs to have a license. It is strictly forbidden that a number of users make use of the same license. Only in case when this is specified in a contract this can be waived. In case of infringement DOHSBASE is entitled to charge 3 years of license fees as single-use subscription for all users. The Licensee is responsible for maintaining a list of users. Upon request DOHSBASE can ask insight in this user list and in the use of the software by the employees of the Licensee.

16. At the end of the subscription/contract period the subscription will, unless otherwise specified, automatically be renewed for a new consecutive period of subscription, unless DOHSBASE is given notice of termination no less than one month prior to the expiry of the current subscription/contract period.

Disclaimers, Audits, and Payments

17. DISCLAIMER: The Data are provided "as is" without warrantee of any kind. DOHSBASE takes no responsibility for mistakes made by the original data source, nor for copy errors in the data. DOHSBASE will have no obligation or liability for any indirect loss (including business interruption, revenue- or profit loss and additional costs) caused by the use of the Data.

18. DOHSBASE will at all times be entitled to audit your compliance with this Agreement, and for this purpose you are obliged to grant DOHSBASE access to computers, records and other data storage DOHSBASE deems necessary for such audit.

19. DOHSBASE reserves the right to implement technical measures to verify compliance with these terms, including but not limited to usage tracking, license validation checks, and domain verification. DOHSBASE may require periodic verification of license usage through electronic or manual means. Upon discovery of unauthorized reselling or license transfers, DOHSBASE may, in addition to penalties under section 11, immediately suspend or terminate all access without refund.

20. Payment terms

    a. DOHSBASE applies a 30 days net payment term
    b. In case of late payment, later than 10 days after receiving a reminder, DOHSBASE is entitled to charge €75 of additional administration costs plus interest costs.
    c. In the case the licensee does not maintain its subscription information, which may the cause of late payment, DOHSBASE is entitled to charge €75 administration costs
    d. Any additional costs can be charged for the collection of the subscription fees outstanding. (collection & legal)

Legal Provisions

21. In case of dispute, the Laws of The Netherlands apply to this document and any legal action must be executed in courts in The Netherlands.

22. Force Majeure:

    a. Neither party shall be liable for any failure or delay in performance of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to: acts of God, fire, flood, earthquake, elements of nature, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, strikes, lockouts, epidemic or pandemic events, government restrictions, cybersecurity incidents, internet or telecommunications failures, power outages, or third-party service provider failures.
    b. The affected party shall promptly notify the other party of the force majeure event and its expected duration.
    c. The affected party shall use reasonable efforts to mitigate the effects of the force majeure event and resume performance as soon as reasonably practicable.
    d. If a force majeure event continues for more than sixty (60) consecutive days, either party may terminate this Agreement upon written notice.

23. Intellectual Property Indemnification:

a. Licensee will defend, indemnify, and hold harmless DOHSBASE from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from any claim related to:
    i. Licensee's use of the Data in violation of this Agreement;
    ii. Any unauthorized representation or warranty made by Licensee regarding the Data;
    iii. Any modification or derivative work of the Data created by Licensee;
    iv. Any combination of the Data with other products, services, or materials not provided by DOHSBASE.
b. DOHSBASE must: (i) promptly notify Licensee in writing of any such claim; (ii) give Licensee reasonable cooperation in the defense and settlement of such claim, at Licensee's expense; and (iii) give Licensee sole control over the defense and settlement of such claim, except that Licensee may not settle any claim unless it unconditionally releases DOHSBASE of all liability.
c. This section states Licensee's sole liability and DOHSBASE's exclusive remedy for intellectual property infringement claims.

Data Protection and GDPR Compliance

24. Data Protection and GDPR Compliance:
    a. For the purpose of this clause:
        i. "Data Protection Laws" means the General Data Protection Regulation (GDPR) (EU) 2016/679, the Dutch Implementation Act (Uitvoeringswet AVG), and any applicable national implementing laws, regulations, and secondary legislation relating to the processing of Personal Data and privacy.
        ii. "Personal Data", "Data Controller", "Data Processor", "Data Subject", and "Processing" shall have the meanings given to them in the Data Protection Laws.
    b. Both parties will comply with all applicable requirements of the Data Protection Laws. This clause is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under the Data Protection Laws.
    c. DOHSBASE's Privacy Statement, available at https://www.dohsbase.nl/nl/privacy-statement/, forms an integral part of this Agreement and describes how DOHSBASE processes Personal Data. By accepting these Terms and Conditions, Licensee acknowledges that it has read and understood the Privacy Statement.
    d. The parties acknowledge that for the purposes of the Data Protection Laws, Licensee is the Data Controller and DOHSBASE is the Data Processor of any Personal Data processed in connection with this Agreement.

e. Licensee will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to DOHSBASE for the duration and purposes of this Agreement.

f. DOHSBASE shall, in relation to any Personal Data processed in connection with the performance of its obligations under this Agreement:

   i. Process that Personal Data only on the documented written instructions of Licensee unless required by law to otherwise process that Personal Data;
   ii. Ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
   iii. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
   iv. Assist Licensee in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws;
   v. Notify Licensee without undue delay on becoming aware of a Personal Data breach;
   vi. At the written direction of Licensee, delete or return Personal Data and copies thereof to Licensee on termination of the Agreement unless required by law to store the Personal Data;
   vii. Maintain complete and accurate records and information to demonstrate its compliance with this clause.

g. Licensee consents to DOHSBASE appointing third-party processors of Personal Data under this Agreement. DOHSBASE confirms that it has entered or will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause. As between Licensee and DOHSBASE, DOHSBASE shall remain fully liable for all acts or omissions of any third-party processor appointed by it.