Terms & Conditions for Use of DOHSBASE data

Valid from: November 1, 2026, till further notice v9.2

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 through DOHSBase Online, DOHSBase Compare, the DOHSBase database, or as tailor-made data supplied under a subscription, quotation or contract (together the "Licensed Products"; the data so provided, the "Data"). Open Content as defined in clause 10A is not Data and is not covered by this agreement, except where clause 10A says so. 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 supplied through the Licensed Products 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"). This clause does not apply to Open Content (clause 10A).

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. Open Content is attributed as the licence published with it requires, not with this legend.

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 info@dohsbase.nl.

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, signing a quotation or contract, or first accessing a Licensed Product. Visiting www.dohsbase.nl or using Open Content does not by itself create this Agreement.

10A. Open Content

    a. DOHSBASE publishes some content openly ("Open Content"): the public pages of www.dohsbase.nl, including the knowledge base and blog; the files llms.txt and llms-full.txt; and the public lookup API at data.dohsbase.nl, including any DOHSBASE MCP server built on it.

    b. Open Content is not Data under this Agreement. Website pages and the llms files remain protected by copyright; they may be read, quoted and linked to with attribution to DOHSBASE. The output of the public API is licensed under Creative Commons Attribution 4.0 (CC BY 4.0), and access to the API is subject to Addendum A (Public API terms of use).

    c. Statutory exposure limit values, and other information set by law or by a regulator, published as Open Content are public law. DOHSBASE claims no rights in them and places no restriction on their use. Clause 12 (a) and (b) continue to apply.

d. DOHSBASE retains its database right under the Dutch Databankenwet (implementing Directive 96/9/EC) in the DOHSBASE database. Open Content grants no right to extract or re-use a substantial part of that database, including through systematic or repeated automated requests, or to build a competing database.

e. Open Content is provided “as is”. Clause 17 applies to it.

11. In case of infringements of this agreement by a licensee of the Licensed Products, 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.nl. 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 Licensed 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/privacy-policy/, 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.

Addendum A: Public API terms of use

A.1 Scope. This addendum governs access to the public lookup API at data.dohsbase.nl and to any DOHSBASE MCP server built on it (the "API"). It applies to anyone who calls the API, whether or not they are a licensee. Using the API does not create the agreement in clause 10. Only this addendum and clauses 10A, 12, 17 and 21 apply to API users who are not licensees.

A.2 Licence of the output. The API output is licensed under Creative Commons Attribution 4.0 (CC BY 4.0). The licence covers the compilation, its presentation and DOHSBASE-derived content. Statutory values carry no restriction (clause 10A(c)).

A.3 Attribution. When you show or repeat API output, name DOHSBASE as the source. The attribution string returned in each response is sufficient. The legend in clause 4 does not apply.

A.4 Fair use. DOHSBASE sets rate limits for the API, published in the API documentation, and may change them at any time. You may not circumvent them, for example by spreading requests over several addresses. Automated clients must identify themselves with a descriptive User-Agent.

A.5 No systematic extraction. You may not use the API to extract or re-use all or a substantial part of the DOHSBASE database, whether at once or through repeated systematic requests. You may not use it to build, supplement or offer a database or service that competes with the Licensed Products. Clause 10A(d) applies.

A.6 Integrations. Building the API into a product or service offered to others, or regular automated use beyond fair use, must be reported to info@dohsbase.nl. DOHSBASE may require separate terms for such use.

A.7 No warranty. The API is provided "as is" (clause 17). Values may change as their sources change; check against the official source before relying on a value for a compliance decision. DOHSBASE may change, suspend or end the API at any time.

A.8 Suspension. DOHSBASE may limit or block access for any user who breaches this addendum, without notice.

A.9 Changes. DOHSBASE may change this addendum. The current version is published at www.dohsbase.nl. Use of the API after a change means acceptance of the changed addendum.