

## General Terms and Conditions 'My Royal FloraHolland'

### Article 1 General

The following Terms and Conditions apply to the subscription services of Royal FloraHolland offered via its website under 'My Royal FloraHolland', and supplement the ['Auction regulations'](#). Hereafter they are referred to as 'Service(s)'.

### Article 2 Log in, username

A client registered with Royal FloraHolland can request an account online with his administration number and name at 'My Royal FloraHolland'. He subsequently receives a username and has to set his own password and accept the Terms and Conditions. This client is specified in the Terms and Conditions given below as: the 'main user'.

### Article 3 Acceptance

When the main user logs in to 'My Royal FloraHolland' with his username and password, he can specify for each service under his 'Available services' whether he intends to make use of the service in question. Once he has accepted the supplementary Terms and Conditions for a service, he can then use the service in question. The services on offer that have been accepted by the main user can be found under his 'Service contracts'.

### Article 4 Rates and invoices

- a. The services are free unless the relevant supplementary Terms and Conditions for a service specify a rate and have been accepted by the main user.
- b. Payment of the applicable rate per period should be done before the start of the period. The sum owed is deducted from the main user by Royal FloraHolland as far as possible via automatic business collection, and the main user is expected to cooperate with that method of payment.
- c. The main user agrees with the provision of invoices by making them available via 'Account Online' unless the main user has specified to Customer Services or the Finance Department of Royal FloraHolland that he would also like to receive them by e-mail or post. At the moment that the invoices are published via 'Account Online' by Royal FloraHolland, the sum specified on them is binding and due and payable.
- d. A complaint about the invoice can only be submitted in writing within 4 weeks after the date on the invoice.
- e. The automated registration by Royal FloraHolland that counts the number of page views serves as full proof for the compensation payable, unless the main user can prove otherwise.
- f. None of the prices includes VAT.
- g. Royal FloraHolland retains the right to change or introduce rates every year. In that case, the main user has the right to cancel the service before the end of the term if this is done within 4 weeks after the main user has been informed of the new rate by e-mail or, if this announcement is lacking, within 4 weeks after the new rate is implemented.

### Article 5 Questions, complaints

If he has complaints or questions, the main user can appeal to Customer Services of Royal FloraHolland during normal opening hours or via [www.royalfloraholland.com/klantenservice](http://www.royalfloraholland.com/klantenservice). A natural person can specify via [www.royalfloraholland.com/klantenservice](http://www.royalfloraholland.com/klantenservice) that he does not wish to receive unrequested electronic communication, i.e. other messages than those associated with the service(s) he is subscribed to, from Royal FloraHolland.

**Article 6 Password, employee(s)**

By making use of the 'employees' link, a main user authorises his employee(s) also to make use of the service(s) in question. The employee automatically receives an access code (=username) and activates his own account with his own password.

'Employees' are defined as the people employed by the main user. Because of privacy and competition legislation, it is not permitted to allow access to the service to other parties than one's own employee(s). The main user is responsible for ensuring that his employee(s) comply with these Terms and Conditions. The main user is responsible for and ensures the proper use of the username of his employee(s), as if it were his own username.

**Article 7 Termination**

- a. The main user can cancel his service contracts/subscriptions individually himself and only with his username, via the website under 'My Royal FloraHolland', taking into account the period of notice for the service in question. For paid services, the period of notice is the same as the payment period unless agreed otherwise in writing in supplementary Terms and Conditions of Royal FloraHolland.
- b. Royal FloraHolland can cancel a service for reasons of its own by sending a written message stating this to the registered e-mail address of the main user, taking into account a period of notice of 4 full calendar weeks or longer if a longer period of notice was agreed in writing for the relevant service.
- c. Deviating from the above, Royal FloraHolland can terminate a service immediately, without prior warning:
  - If the main user has initiated bankruptcy/ suspension of payment/ debt restructuring proceedings, or
  - If there is a culpable failure or strong suspicion of misuse by the (main)user, or
  - If the main user is no longer registered with Royal FloraHolland as a client.
- d. The date on which a service is terminated does not affect any owed subscription/contract costs over the period up to and including the period of notice.

**Article 8 Liability and indemnity**

- a. Royal FloraHolland is not liable for any damage including - but not restricted to - the damage resulting from a disruption, a fault in the system, a delay, or incorrect or incomplete information, unless deliberate intent or wilful recklessness on the part of Royal FloraHolland is involved. If employees of Royal FloraHolland have made an error, which could be considered deliberate intent or wilful recklessness, the liability of Royal FloraHolland and its employees is limited to the rate charged to the main user by Royal FloraHolland for the service in question over the next 12 months.
- b. Royal FloraHolland is never liable for indirect damage and loss of profits.
- c. The main user bears the risk for incorrect or unauthorised use of his username and that of his employee.
- d. The main user indemnifies Royal FloraHolland against claims from third parties associated with the activities of the main user and his employees when using a service.
- e. The information that a service provides to the (main)user is free of obligation. The (main)user cannot derive any rights towards Royal FloraHolland from this.

**Article 9 Intellectual property rights and Privacy**

- a. The mere fact of using the service means the (main)user acknowledges the intellectual property rights of Royal FloraHolland over the system and the information associated with the service.
- b. The (main)user will treat all relevant information confidentially and only use it in accordance with the aim of the service in question and will not grant third parties access to the service or the information, either in part or in its entirety.
- c. The (main)user shall not attempt to obtain any information about other users, nor grant a third party access to it, and shall truthfully complete the questions to obtain access to 'My Royal FloraHolland'.
- d. The (main)user is responsible for the correct use and regular changing of the password.
- e. Royal FloraHolland registers and processes log-in data to check for improper use and to improve the service provision.

- Article 10 Amendment of Terms and Conditions
- a. Royal FloraHolland retains the right to amend these Terms and Conditions.
  - b. Amendments are announced directly to the main user in an e-mail, and come into effect once they have been announced, unless the User cancels the service in question within 4 weeks of receiving the message. If an agreement was made for a limited period or a longer period of notice than 4 weeks was agreed, the possibility of interim termination is only permitted if the main user cannot be reasonably expected to continue using the service under the amended Terms and Conditions.
- Article 11 Transferability and competent court
- a. Username and access to a service and any rights deriving from that are not transferrable.
  - b. The court of Amsterdam has the power to decide all disputes regarding a service.
- Article 12 Other (general) Terms and Conditions, applicable law
- a. Dutch law and the ['Auction regulations'](#) of (Royal)FloraHolland apply to the service provision and all transactions realised via Royal FloraHolland if the above 'My Royal FloraHolland' General Terms and Conditions do not deviate from this.
  - b. If a provision in supplementary/other Terms and Conditions for a specific service conflicts with a provision in the above 'My Royal FloraHolland General Terms and Conditions', the former takes precedence.
  - c. These 'My Royal FloraHolland' General Terms and Conditions can be sent to the main user by post free of charge upon request.
  - d. **By ticking "I agree to the Terms and Conditions" on the screen of 'My Royal FloraHolland', the (main)user declares that he consents to the applicability of the 'My Royal FloraHolland' General Terms and Conditions, their digital delivery having taken place, and consents to the registration and processing of log-in data to check for improper use and to improve the service provision.**
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