

Disclaimer, User Conditions, Privacy Conditions and Cookies

www.thermogis.nl

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1. Disclaimer

The conditions of this Disclaimer apply to all information, models and data that is offered on or via this website (hereinafter referred to as the "**Website**") (hereinafter referred to as the "**Information**") and all services and activities which are performed by the Geologische Dienst Nederland (part of the Netherlands Organisation for Applied Scientific Research TNO, a public legal entity pursuant to article 3 of the TNO law) (hereinafter referred to as: "**TNO**") that are related to the Information.

By visiting the Website or by using the Information, in any way whatsoever, you agree with the contents and the applicability of this Disclaimer. In case of a conflict between applicable conditions that relate to specific products and services of TNO and the conditions of this Disclaimer, the first mentioned conditions shall prevail.

Use of the Website

The Information is only meant as general information with regard to the Dutch subsurface and the continental shelf, and is not in any way provided in view of any specific use. Therefore, no rights can be derived from the Information other than the rights that are explicitly granted in writing by TNO to a user of such Information via the User Conditions outlined below.

TNO exercises due diligence when preparing and maintaining the Website and the Information. Certain parts of the Information consist of predictions and estimates of the Dutch subsurface and the continental shelf. TNO uses sources that can reasonably be deemed reliable. Nevertheless, TNO cannot guarantee the accuracy and completeness of the Information, nor does TNO guarantee that the Website shall function without errors or interruption. It is not permitted to use the Website and/or the Information in a manner that is violating the law, the applicable conditions (being this Disclaimer and any special conditions) and/or that what must be deemed proper in society. It is also not permitted to use the Website and/or the Information in a manner which could reasonably lead to damage, interruption or impediment of the Website or its facilities, for example by the spreading of a computer virus, hacking or password mining.

Limitation of liability TNO

TNO is never liable for inaccuracy or incompleteness of the Information and the (delayed) services it offers. Moreover, TNO is never liable for damages as a result of:

1. interruptions with regard to the Website;
2. interception, change or improper use of information that was sent from or to the Website;
3. defects, viruses or other deficiencies to equipment and/or software that occurred as a result of the use of the Website;
4. loss of data as a result of use of the Website; and
5. claims of third parties with regard to the Information.

Information from third parties

The Website may contain hyperlinks to websites of third parties that are not under the control of TNO and for which TNO is not responsible. These hyperlinks are only included on the Website as extra service. Nothing of the information, products and/or services that are offered on or via these third-party websites can be considered as being recommended by TNO. The use of such hyperlinks is entirely at your own risk and TNO is in no way liable for those websites and the information, products and/or services offered thereon.

Changes

TNO reserves the right to change the Information, including the text of this Disclaimer, at any time without giving further notice thereof. Changes shall enter into force from the time at which the changed Information is posted on the Website. Therefore, it is recommended to check periodically if the Information, including the text of this Disclaimer, has been changed.

Dutch version prevails

The version of this Disclaimer written in Dutch is the only legally binding version of this Disclaimer and prevails over this English translation thereof.

Applicable law

Services of TNO, the Website and the Disclaimer are governed exclusively by Dutch law. Any disputes arising from or related to services of TNO, the Website and this Disclaimer shall be brought exclusively before the competent court in The Hague.

2. User Conditions

Article 1 - Definitions

The definitions below, if and insofar as they are written with a capital letter, shall in these conditions have the meaning as described in this article.

Article	an article in these Conditions;
Copyright holder	the natural person or legal entity who pursuant to authorship or acquisition of rights is or has become copyright holder on one or more Works or has another intellectual copyright with regard to the Works;
BRO	subsurface key register, consisting of information and models with regard to the subsurface of the Netherlands and the continental shelf, of which the Minister of Infrastructure and the Environment is the holder - as laid down in the Law subsurface key register (<i>Wet basisregistratie ondergrond</i>) - and over which TNO conducts the operational management;
DINO	the central database created and published by TNO for information about the subsurface of the Netherlands which can be reviewed on or via the Website, and the software that has been developed by TNO or on behalf of TNO in order to be able to use the database;
User	the natural person or legal entity who has access to DINO, BRO and/or the Works via the Website;
Model	DGM, REGIS II, GeoTOP and all other models on the Website;
Promotional Use	the use of the Works as described in Article 4.2 and further;
TNO	Geologische Dienst Nederland (part of the Netherlands Organisation for Applied Scientific Research TNO, a public legal entity

	pursuant to article 3 of the TNO law);
Conditions	these user conditions;
Website	www.thermogis.nl
Works	all information, Models and data that are offered on or via the Website.

Article 2 – Conditions

These Conditions apply to any use of the Website by the User. By visiting the Website or by using the Works, in any way whatsoever, the User accepts the contents and the applicability of these Conditions and furthermore acknowledges to be bound by the Conditions. TNO expressly rejects all other conditions - including general conditions used by User - which rejection the User acknowledges and accepts.

Article 3 - Personal information and privacy

3.1 With regard to (the processing of) personal information, TNO uses the Privacy Conditions outlined below.

3.2 Notwithstanding the contents of the Privacy Conditions, TNO reserves the right to disclose personal information to Copyright Holders and/or third parties if and insofar as the User does not comply with the provisions of these Conditions and/or due to the use of the Works violates or has violated the respective Copyright Holders and/or third parties.

3.3 The User guarantees that personal information submitted with the registration is correct and complete, and indemnifies TNO for any damages that could arise from the inaccuracy or incompleteness of this information.

Article 4 - Intellectual property rights

4.1 The User acknowledges that the full property rights with regard to the Works are held by the Copyright Holder. All Works that are available on or via the Website can be used freely, unless explicitly determined otherwise in any special conditions.

4.2 If intellectual property rights are explicitly held by others than TNO with regard to the Works, then the User acknowledges that the intellectual property rights on those Works accrue to the Copyright Holder with regard to those Works. For this purpose, the respective Work must explicitly mention the name of the Copyright Holder.

4.3 All Models are and remain the full property of TNO.

4.4 The User shall not commit or fail to commit any actions that have negative consequences for the rights or the entitlement of a Copyright Holder to his or her Work.

4.5 The User shall immediately report to TNO all violations or possible violations of the rights of a Copyright Holder it has observed with regard to a Work. Whether or not legal or extrajudicial steps shall be taken against such violation or if settlements are reached with regard to such, is at the exclusive discretion of the relevant Copyright Holder.

Article 5 - User of the Works

5.1 The Website aims to make the Works accessible to the public. That is why the User must refrain from any act that would limit the free access to and the use of the Works or would be associated with a monetary goal on the side of the User.

5.2 Use of the Works without mention of the relevant Copyright Holder as referred to in Article 4.2, is not permitted. That is why with the Works, or if applicable in the colophon, a properly legible caption must be included which refers to the relevant Copyright Holder. Any other use of the Works is not permitted, unless explicitly agreed otherwise. If the User would like to use one or more Works in another manner, the User must contact TNO. TNO shall subsequently contact the relevant Copyright Holder. The Copyright Holder can attach additional conditions to the intended use.

Article 6 - Termination

6.1 TNO can refuse the User access to the Website at any time for its own reasons, without being obligated to compensate damages that were incurred as a result of the refusal.

6.2 After written notification by TNO and/or the Copyright Holder, the User must cease and desist any multiplication and/or disclosure of the relevant Works and destroy or remove all reproductions of the relevant Works.

Article 7 - Liability and indemnification

7.1 If the User due to the use of one or more Works infringes on rights of third parties, including but not limited to copyrights and portrait rights of third parties, these third parties can take action against the User. TNO is not liable for the damages the User incurs as a result thereof. Nor can TNO be obligated by the User to cooperate in the rebuttal of such infringement, or assist the User in any other way.

7.2 The User indemnifies TNO for claims of third parties mentioned in Article 7.1, as well as for damages arising from and associated with such claims.

Article 8 - Changes

TNO reserves the right to change the Works, including the text of these Conditions, at any time without giving further notice thereof. Changes shall enter into force from the time at which the changed Works are posted on the Website. Therefore, it is recommended to check periodically if the Works, including the text of these Conditions, have been changed.

Article 9 - Applicable law and disputes

These Conditions are governed exclusively by Dutch law. Any disputes arising from or in connection with these Conditions shall exclusively be brought before the competent court in The Hague.

Article 10 - General

If any provision of these Conditions for any reason is deemed void, invalid or otherwise do not apply, then this shall in no way affect the applicability or legal validity of the other provisions of these Conditions. In such event TNO shall prepare a new provision that shall be applicable and which shall be as close as possible to the old provision with regard to the content and scope.

The version of these Conditions written in Dutch is the only legally binding version of these Conditions and prevails over this English translation thereof.

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By visiting the Website, by using the Information (in any way whatsoever), by contacting TNO by phone, or by sending an email to info@dinoloket.nl or any other TNO email address, you declare to agree with the contents and the applicability of these Privacy Conditions. You also give permission to TNO for the use of specific personal information you provide to us. This concerns information such as your email address, your gender (in order to determine the correct salutation for notifications), your initials and last name. If applicable, also information regarding the organisation where you work (such as the name of the organisation, Chamber of Commerce (CoC) number and Government ID number (GIN)).

TNO shall process this personal information in accordance with the rules of the Privacy Act. In these Privacy Conditions we explain for what purposes we use your personal information.

Use of your information

Your personal information shall never be disclosed to third parties without your prior express written consent, unless the law or a legal ruling obligates TNO to do so.

Your personal information is used by TNO exclusively for the following purposes:

1. being able to process your question, request or incident report;
2. the sending of email newsletters; and
3. the sending of an invitation for DINO/BRO meetings and events.

In order to protect your personal information properly, TNO has provided suitable safeguards. By means of the use of security technology and procedural rules with regard to the access and the use of personal information, TNO shall ensure the protection of your personal information.

If you do not wish to receive newsletters or other types of information from TNO via email, then you can unsubscribe from this separately by means of an email to info@dinoloket.nl. We shall send you a written confirmation of the receipt of your deregistration.

Questions

For questions about the contents of these Privacy Conditions, about our activities to protect such or about the use of the Website, you may contact us online via info@dinoloket.nl.

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4. Cookies

The Netherlands Organisation for Applied Scientific Research TNO, a public legal entity on the basis of article 3 TNO law (hereinafter referred to as: "**TNO**") uses Google Analytics cookies to follow statistics of internet visits. For this purpose TNO has concluded a processing agreement with Google. Thereby the last three positions of your IP address are anonymised, the sharing of information with Google is turned off and no other Google services are used in combination with Google Analytics cookies.

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