

**GENERAL TERMS AND CONDITIONS**

(version 2024)



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## **1 GENERAL TERMS AND CONDITIONS**

- 1.1.1 As part of these terms and conditions, we apply the general terms and conditions of Thuiswinkel, a [Privacy Policy](#), a [Cookie Statement](#), and Terms of Use.
- 1.1.2 Boardrush is a product of the Dutch private company Boardrush, located in Nieuwegein and registered with the Chamber of Commerce under number 94471797).
- 1.1.3 Should you have any questions after reading, or while using our services, you can ask our colleagues by e-mail. Boardrush can be reached at the e-mail address: [support@boardrush.com](mailto:support@boardrush.com)
- 1.1.4 These Terms of Use therefore comprise the entire agreement between Boardrush and you regarding the use of Boardrush. These Terms therefore supersede all oral and written agreements relating to this subject matter, which may have been previously made with individual Users.
- 1.1.5 Please note that among (potential) Users, there are also many business users. If that applies to you and you use Boardrush on behalf of a company or employer, you warrant that you are authorised to enter into this agreement on behalf of that company or employer. This way we know for sure with which party Boardrush enters into the agreement.
- 1.1.6 Applicable Dutch law gives consumers many rights when entering into distance contracts, such as a dissolution period. Customer, when entering into the Agreement, expressly agreed to Boardrush's commencement of services during the statutory rescission period and expressly waived its right to rescind the Agreement, all within the meaning of Article 6:230p under d of the Dutch Civil Code.
- 1.1.7 Unfortunately, we cannot look into the future. There may therefore be circumstances, which require us to decide that adjustments to these terms and conditions are necessary. Boardrush is therefore entitled to amend these Terms of Use. The amended terms and conditions of use will be applicable after the Customer has been informed of this amendment in writing or by e-mail.

## **2 TERMS OF USE**

### **2.1 ELECTRONIC COMMUNICATIONS**

- 2.1.1 When you use Boardrush, such as sending emails, text messages, or other communications from your computer or mobile device to us, you are communicating with us electronically. We also communicate with you electronically, for example through emails, text messages, in-app push notifications, or by publishing messages on our website.
- 2.1.2 For contractual purposes, you consent to receive digital communications from us. You acknowledge that all consents, messages, publications and other communications that we provide to you digitally have the same legal value as written communications, unless a specific form of communication is required by law.

### **2.2 RECOMMENDATIONS AND PERSONALIZATION**

- 2.2.1 As part of Boardrush, we offer products and services that are tailored to your interests. We personalize your experience and determine your preferences to better tailor our services to you.

### **2.3 COPYRIGHT AND DATABASE LAW**

- 2.3.1 All content available through Boardrush, such as texts, images, logos, buttons, audio clips, digital downloads, and data files, is the property of Boardrush or third parties that provide content. This content is protected by national and international copyright and database laws.
- 2.3.2 It is not permitted to systematically extract or reuse parts of Boardrush without the prior express written consent of Boardrush

### **2.4 TRADEMARK RIGHTS AND SIGNS**

- 2.4.1 The Boardrush images, logos, headers, buttons, scripts, and names provided through Boardrush are owned by JBventures and are exclusively licensed to Boardrush. These may not be used in connection with products or services that do not belong to Boardrush, in a way that may cause confusion about the origin of the product or service, or in a way that harms Boardrush.

2.4.2 All other marks and signs that appear on Boardrush and are not the property of Boardrush belong to their respective owners.

## **2.5 LICENCE AND ACCESS**

2.5.1 Subject to your compliance with these Terms of Use, as well as payment of applicable fees, Boardrush grants you a limited, non-exclusive, non-transferable and non-sublicensable licence to access and use Boardrush. This licence is for personal and non-commercial use only.

2.5.2 The licence is limited to the object code only. Rights to and the source codes themselves are not provided.

2.5.3 Reverse engineering or compilation of the Boardrush services is prohibited, unless explicitly permitted by mandatory law.

2.5.4 It is prohibited to copy, duplicate or change the Boardrush service or its content in any way yourself and/or through third parties, without prior written consent of Boardrush.

2.5.5 It is not allowed to resell Boardrush or its content, use it for commercial purposes, register product information, or make other forms of derived use of the services or content.

2.5.6 Boardrush and its licensors, suppliers, publishers, rights holders or other content providers reserve all rights not expressly granted to you in these Terms of Use. Without express written permission from Boardrush, you may not reproduce, copy, sell, resell, or otherwise commercially use Boardrush or any part thereof.

2.5.7 Without express written permission, you may not use frames or framing techniques to insert trademarks, logos or other copyrighted materials (such as images, text, layout or design) of Boardrush on your website. It is also prohibited to use meta-tags or other "hidden text" referring to Boardrush's name or brand without permission.

2.5.8 No inappropriate use of Boardrush is allowed. Boardrush may only be used within the limits of the law. If you breach the Terms of Use, the rights granted by Boardrush to use Boardrush will expire.

## **2.6 YOUR ACCOUNT**

2.6.1 Access to certain Boardrush Products and Services may require you to create an account. You may need to log in to add a valid payment method. If there is a problem with your payment method, Boardrush may use another linked method to process payments. You can manage your payment options via the relevant page.

2.6.2 It is your responsibility to keep your account details and password confidential and restrict access to your device. You agree to accept responsibility for all activities that occur through your account or password. You must inform us immediately if you suspect that a third party has accessed or is using your password without authorisation.

2.6.3 You are responsible for providing accurate and complete details to Boardrush and must inform us of any changes. You can view and update your details via the account page on the website.

2.6.4 You are prohibited from using Boardrush in any way that interferes with its access or operation, or for fraudulent activities. Misuse of the Services may result in termination of your account or restriction of access.

2.6.5 Boardrush may terminate your account or restrict access to its services if you violate the law, the Terms of Use. This may happen, for example, in case of fraud or if it is necessary according to the law or governmental authority.

2.6.6 We will notify you of the termination of your account or restriction of access unless it is a serious violation, or if prior notification is not possible due to legal reasons.

2.6.7 You can close your Boardrush account at any time via the relevant account page on the website.

## **2.7 REVIEWS, COMMENTS, COMMUNICATIONS AND OTHER CONTENT**

2.7.1 Visitors may post reviews, comments and other content as long as it is not illegal, offensive, threatening, or otherwise inappropriate. Submitting misleading information or impersonating another person or organisation is prohibited.

2.7.2 Boardrush reserves the right to remove or edit content, although there is no obligation to do so without notice.

2.7.3 When you post content such as reviews or questions, you grant Boardrush a non-exclusive, royalty-free licence to use, reproduce, publish, translate, and sublicense such content to third parties worldwide.

2.7.4 You warrant that you hold the rights for the content you submit and that its use does not infringe the rights of third parties. You agree to indemnify Boardrush against any claims arising from the use of this content.

## **2.8 INTELLECTUAL PROPERTY**

2.8.1 Boardrush respects the intellectual property rights of third parties. If you believe that your rights are being infringed by content on Boardrush, you can file a complaint by completing and submitting the complaint form.

## **2.9 THIRD-PARTY VENDORS AND THE ROLE OF BOARDRUSH**

2.9.1 Boardrush allows third-party sellers to offer and sell their products through the website. Whether an item comes from a third-party provider is indicated on the relevant product page. Although Boardrush facilitates transactions on the Boardrush platform, it is itself neither a buyer nor a seller of these items.

2.9.2 Boardrush provides a platform where buyers and third-party sellers can negotiate and conclude transactions. The contract resulting from the sale of items by third-party sellers is concluded solely between buyer and seller. Boardrush is not a contracting party to these transactions and takes no responsibility for the execution of the purchase agreement. Also, Boardrush does not act as a representative of the seller.

2.9.3 The third-party seller is responsible for delivering the products, handling any buyer complaints, and other obligations under the sales agreement.

2.9.4 For items where it is indicated that Boardrush undertakes fulfillment, Boardrush manages delivery and customer service handles all issues relating to the order.

2.9.5 If an item does not indicate that Boardrush takes on fulfillment, the third-party vendor is responsible for delivery and customer service.

## **2.10 LIABILITY**

2.10.1 Boardrush strives to offer its services without interruptions and to transmit data without errors. However, given the nature of the Internet, it cannot be guaranteed that this will always be possible. Your access to Boardrush may be temporarily interrupted or restricted for maintenance, repair or the inclusion of new features or services. Boardrush attempts to minimise the duration and frequency of such interruptions or restrictions.

2.10.2 Boardrush is liable for the negligent breach of essential obligations. This refers to obligations whose violation jeopardises the achievement of the purpose of the agreement, or whose compliance is essential for the correct performance of the agreement and on which you rightly rely. In this case, Boardrush is only liable for damages that are foreseeable and typical for the agreement. Boardrush shall not be liable for negligent breaches of obligations other than those mentioned above. Statutory product liability remains unaffected.

2.10.3 Boardrush's liability only arises when the Customer gives Boardrush immediate and proper notice of default in writing, setting a reasonable term in which to remedy the shortcoming and Boardrush remains in attributable shortcoming in the fulfilment of its obligations even after this term. The notice of default must contain as detailed a description as possible of the shortcoming, so that Boardrush is able to respond adequately.

2.10.4

2.10.5 If Boardrush's liability is excluded or limited, this limitation shall also apply in favour of its employees, representatives and assistants.

## **2.11 PERSONAL DATA**

2.11.1 Boardrush acts in accordance with the General Data Protection Regulation (GDPR). Boardrush processes personal data in accordance with its [Privacy Statement](#).

2.11.2 Customer guarantees that all requirements for the lawful processing of personal data entered by Customer in the software provided to Customer in the context of Boardrush have been met.

2.11.3 Customer indemnifies Boardrush against all claims due to infringement of personal data.

## **2.12 CHANGES TO TERMS OF USE**

- 2.12.1 Boardrush reserves the right to amend these terms of use and any guidelines or policies at any time, for example to comply with legal requirements, or to make them clearer or easier to understand. The amended terms will be published on the website.
- 2.12.2 If there are significant changes, Boardrush will notify you within a reasonable time. You are subject to the Terms of Use in force at the time you use Boardrush.
- 2.12.3 You may stop using Boardrush or terminate your account at any time, even if there have been changes to the terms and conditions.
- 2.12.4 If any of the terms and conditions are declared invalid or unenforceable, the validity of the remaining terms and conditions will not be affected.

## **2.13 NO ACTION**

- 2.13.1 Failure by Boardrush to take action in the event of a breach of these terms and conditions does not mean that Boardrush loses its right to take action in the event of future breaches.

## **2.14 TRANSFER**

- 2.14.1 The Customer gives Boardrush the right in advance, without needing the express consent of the Customer to do so, to transfer the entire Agreement, or parts thereof, to: i) parent, sister and/or subsidiary companies; ii) a third party in the event of merger or acquisition of Boardrush. If this occurs, Boardrush will inform the Customer.

## **2.15 INTELLECTUAL PROPERTY RIGHTS**

- 2.15.1 All intellectual property rights to the software, (digital) content or other content of Boardrush made available to the Customer, belong exclusively to Boardrush, third-party providers or its suppliers. The Customer only acquires the rights of use explicitly granted in these Terms of Use.
- 2.15.2 The Customer is not allowed to remove and/or change any indication concerning copyrights, brands, trade names or any other right of intellectual property from the software, or offered content.

## **2.16 DURATION**

- 2.16.1 The right of use is granted for an indefinite period of time.
- 2.16.2 If the Customer acts in violation of the Agreement, Boardrush is entitled to terminate the right of use with immediate effect at all times.

## **2.17 TERMINATION OF SERVICE PROVISION**

- 2.17.1 Boardrush reserves the right to discontinue or change all or part of the Boardrush or the service related thereto. Users cannot derive any rights from the availability of the functionalities offered by Boardrush upon entering into this user agreement, downloading or installing Boardrush or putting it into use, or being added to Boardrush during the course of the user agreement.
- 2.17.2 Boardrush reserves the right to deny a Customer access to Boardrush without giving reasons, or to change, remove, make inaccessible or stop (parts of) Boardrush including the data entered in the app (temporarily or not).

## **2.18 NULLITY**

- 2.18.1 If one or more provisions (or part of a provision) of the agreement or are null and void, are declared void, are voidable or, have otherwise lost their validity, the remaining provisions (or the remaining part of relevant provision) of the agreement will remain in full force and effect.

## **2.19 Applicable law and dispute resolution**

- 2.19.1 Dutch law is exclusively applicable to all agreements entered into by and through Boardrush with the Customer and between the Customer and third party providers.
- 2.19.2 Disputes between parties, which cannot be solved in consultation, will be submitted to the District Court Midden-Nederland, place of session Utrecht.