

Déhora Copyright and Trademark Notice

Issue 1.0EN date: April 20, 2010

Introduction

For starters: this introduction does not form part of the Déhora Copyright and Trademark Notice "Notice". We would like to give some laymen's information on Copyrights and Trademarks.

This Notice is an agreement, which you must accept, it explains and makes you aware of our rights and your rights in connection with the use of our Website and the materials found on it. For normal use you will not find many reasons to consult this Notice. As is often the case with legal agreements, this Notice is meant for those circumstances where things go wrong. Some legal view on this matter:

Case law in the US says about Copyright the following "The purpose of a copyright notice is to prevent innocent persons who are unaware of the existence of the copyright from incurring the penalties of infringers by making use of the copyrighted work."

Further: According to the relevant international conventions on copyright: "copyright exists independent of it being mentioned explicitly, so it is not required to supply a copyright notice for a work to be copyrighted".

The only purpose of a copyright notice for the copyright holder is, in some jurisdictions, to eliminate a defence of ignorance and to increase the possibility of statutory damages.

We suggest you peruse the text and keep a copy available for reference purposes; it is important but probably not something you will need to consult on a frequent base.

The text of the agreement starts here:

Acceptance of Terms

This Notice forms part of the Website Terms of Use ("Terms of Use") which are available on the Website.

Please read the terms of use carefully before using this website. By accessing and using this Website in any way, including, without limitation, browsing the Website, using any information, using any content, using any services, downloading any materials, and/or placing an order for products or services, you agree to and are bound by the terms of use described in this document and the Terms of Use of which it forms a part. **If you do not agree to all of the terms and conditions contained in this Notice and in the Terms of Use, do not use this website in any manner.** The Notice and Terms of Use are entered into by and between Déhora and you. If you are using the Website on behalf of your employer, you represent that you are authorized to accept this Notice and the Terms of Use on your employer's behalf.

Change of conditions

Déhora reserves the right, at Déhora's sole discretion, to change, modify, update, add, or remove portions of the Notice and/or the Terms of Use at any time without notice to you. Please check this Notice and the Terms of Use for changes. Your continued use of this Website following the posting of changes to the Notice and/or the Terms of Use will mean you accept those changes.

Use of Materials Limitations

All materials contained in the Website are the copyrighted property of Déhora, its subsidiaries, affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to Déhora, or its subsidiaries or affiliated companies and/or third-part licensors.

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The Software is made available for download solely for use by end users according to the License Agreement. Any use, reproduction or redistribution of the Software not in accordance with the License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the

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The software is warranted, if at all, only according to the terms of the license agreement. Except as warranted in the license agreement, Déhora hereby disclaims all warranties and conditions with regard to the software, including all warranties and conditions of merchantability, whether express, implied or statutory, fitness for a particular purpose, title and non-infringement.

For your convenience, Déhora may make available as part of the services or in its materials or software products, tools and utilities for use and/or download. Déhora does not make any assurances with regard to the accuracy of the results or output that derives from such use of any such tools and utilities. You shall respect the intellectual property rights of others when using the tools and utilities made available on the services or in Déhora software products.

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Except as expressly prohibited on this Website, you are permitted to view, copy, print and distribute publications and documents within this Website (such as FAQs, white papers, data sheets, press releases and so on), subject to your agreement that: a) your use of the information is for informational, personal, and non-commercial purposes only, b) you will not modify the documents, publications or graphics, c) you will not copy or distribute graphics separate from their accompanying text and you will not quote materials out of their context, d) you will display the below copyright notice and other proprietary notices on every copy you make, and e) you agree that Déhora may revoke this permission at any time and you shall immediately stop your activities related to this permission upon notice from Déhora. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

The permission above to use documents and publications does not include permission to copy the design elements, look and feel, or layout of this Website. Those elements of the Website are protected by law, such as trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from the Website may be copied or retransmitted unless expressly permitted by Déhora.

Except as expressly provided otherwise, Déhora and/or its respective suppliers hereby disclaim all warranties and conditions with regard to title and non-infringement.

The documents and related graphics published on the services could include technical inaccuracies or typographical errors. Changes are periodically added to the information herein. Déhora and/or its respective suppliers may make improvements and/or changes in the product(s) and/or the program(s) described herein at any time without notice.

Disclaimers and other notices

Déhora may make changes to the website, information, software, website, documents, publications, prices, technical specifications, product offerings and any other information and materials on the website at any time and without notice.

The website, documents and publications are distributed internationally and may contain references or cross-references to Déhora products, programs, and services that have not been announced or available in your country. Such references do not imply that Déhora intends to announce such products, programs, or services in your country. The website contains links to third-party sites which are not under the control of Déhora and Déhora is not responsible for the contents on any linked site or any link contained in a linked site, or any changes or updates to such sites. Déhora is not responsible for webcasting or any other form of transmission received from any linked site. Déhora is providing these links to you only as a convenience, and the inclusion of any link does not imply that Déhora endorses or accepts any responsibility for the content on such third-party sites.

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No Unlawful or Prohibited Use

As a condition of your use of the Website, you will not use the Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Déhora server, or the network(s) connected to any Déhora server, or interfere with any other party's use and enjoyment of the Website. You may not attempt to gain unauthorized access to services, materials, other accounts, computer systems or networks connected to any Déhora server or to the Website, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website.

Notices and Procedures for Making Claims of Copyright Infringement

Déhora will investigate notices of copyright infringement and take appropriate actions under the Copyright Act of The Netherlands. Written notification of claimed copyright infringement must be submitted to the following Designated Agent for this Website:

Service provider(s): Déhora Consultancy Group B.V.

Name of agent designated to receive notification of claimed infringement: B. Janssen

Full address of designated agent to which notification should be sent:

Déhora Consultancy Group B.V.
Gelderlandplein 75d
1082 LV Amsterdam
The Netherlands

Telephone number of designated agent: +31-20-4044042

Facsimile number of designated agent: +31-20-6610465

E-mail address of designated agent: info@workingtimeoffice.com

To be effective, the Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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Indemnity

You agree to indemnify, defend and hold Déhora, and its subsidiaries, affiliates, officers, agents, co-branders, partners, and employees, harmless from any claim or demand, including reasonable attorneys fees, made by any third party due to or arising out of your Submissions, your use of the Website, including any use by your employees, your connection to the Website, your violation of the Terms of Use, or your violation of any rights of another.

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