

CONDITIONS FOR USE OF THE JASNO MEDIKIT

November 2019

1 General

- 1.1 In these Conditions for Use the term '**Jasno**' should be taken to mean: JASNO INTERNATIONAL B.V.; a private limited liability company according to Dutch law, with its corporate seat in Eersel, the Netherlands and with registered offices at Lange Voren 25 in 5521 DC Eersel, the Netherlands, registered with the Chamber of Commerce under number 17129834, together with all its affiliated companies.
- 1.2 The aim of Jasno is to ensure uniformity in the advertising for its products and services. With that in mind, Jasno has created a '**Mediakit**' in which '**Works**' are stored. The term Works should be taken to mean all texts, images, photographs, logos, brands, models, tradenames and all other materials and artwork contained in the Mediakit.
- 1.3 Jasno is the holder of all intellectual property rights to the Works in the Mediakit.
- 1.4 Customers of Jasno and selected partners, architects and media (hereinafter all referred to as '**the User**') are given access to the Works in the Mediakit to be used for the promotion of and communication about the products and services from Jasno, subject to the conditions specified below (the '**User Licence**').

2 The User Licence

- 2.1 The User Right refers to a non-exclusive right in the Netherlands to make use of the Works in the Mediakit for the promotion of and communication about products and services from Jasno.
- 2.2 The User Right includes the right to make use of the Works among others in printed media and promotional materials including catalogues, pricelists, advertisements in daily newspapers, door-to-door newspapers, magazines, brochures, flyers, banners, signboards, stickers, letter paper and digital media such as websites, social media, Google Ads, apps, computer software and computer presentations.
- 2.3 The Works may only be used as presented in the Mediakit. The making of changes to the Works, which shall at least be taken to include changes to colour or design, removal or addition of words or changes to illustrations or Jasno brands, is not permitted.
- 2.4 The User Right is free of charge.
- 2.5 Jasno remains entitled to continue to make use of the Works from the Mediakit.
- 2.6 The User Right does not include the right to issue a Sub User Licence to the Works to third parties without prior written permission from Jasno.
- 2.7 The User Right may not be transferred to a third party without prior written permission from Jasno.

3 Intellectual Property

- 3.1 All Works in the Mediakit are protected according to intellectual property rights including copyrights, brand rights, model rights and patent rights. The Works and the intellectual property rights protecting those Works remain the exclusive property of Jasno.
- 3.2 In as much as changes are permitted subject to these Conditions, any intellectual property rights that arise from those changes to the Works shall also accrue to Jasno.

4 Obligations upon the User

- 4.1 The User is not entitled to imply or suggest that the User is part of Jasno or is affiliated to Jasno.
- 4.2 The Works may only be used to support communication about the products and services of Jasno.
- 4.3 The User is required to state the name 'JASNO' in capital letters in the event of any use of the Works.
- 4.4 When using the Works, the User must ensure that it is clear that the use is not an expression of the wishes or ideas of Jasno but an expression of the wishes or ideas of the User itself.
- 4.5 The User may not make use of the Works as part of its own (brand) name, logo and/or house style.
- 4.6 With regard to Jasno, the User must refrain from disloyal or harmful use of the Works from the Mediakit.

5 Other provisions

- 5.1 Jasno is authorised to unilaterally adjust, to alter and to supplement the Conditions for Use and will duly notify the User.
Jasno is authorised to call upon the User to alter the way in which the Works are used or to remove elements from the use of the Works. The User will comply, at the first request.

6 Termination

- 6.1 Jasno is at all times entitled to withdraw the User Licence, with immediate effect.
- 6.2 If and as soon as Jasno withdraws the User Licence, the User shall no longer be permitted to make use of the Works in any manner, and all use must be immediately halted and/or erased, without delay.

7 Choice of law and competent court

- 7.1 These Conditions for Use are exclusively subject to Dutch law.
- 7.2 All disputes arising from or relating to these Conditions for Use and their implementation will be exclusively submitted to the competent judge at the District Court of Oost-Brabant.