



**Koninklijk
Conservatorium**

**Royal
Conservatoire**

**Hogeschool der Kunsten
Den Haag
University of the Arts
The Hague**

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- the Community Messaging Service class emailer,
- a User-to-User Community Messaging service

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- (a) You affirm that you are at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully competent, to use the Service and to enter into and comply with these Terms of Use.
- (b) You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, disturbing, pornographic, or sexually suggestive photos or other content via the Service.
- (c) You may not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Service, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.
- (d) You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service and your User Content, including but not limited to, copyright laws.
- (e) You must not interfere with or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.
- (f) You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
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3. **Privacy; Confidentiality.**

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- (b) The Royal Conservatoire will treat your User Content as confidential information in accordance with the Royal Conservatoire policies, and only use and disclose it in accordance with these Terms of Use and the Privacy Policies.

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- (b) You agree to indemnify and hold harmless the Royal Conservatoire and its officers, fellows, governing board members, directors, employees and agents, from and against all claims, actions, suits, damages, liabilities and costs (including, without limitation, reasonable legal fees) arising from or relating to your use of the Service or any of the Service Content or your User Content, and/or your failure to comply any provision of these Terms of Use.



5. User Accounts; Account Termination Policy.

- (a) You agree to provide accurate and complete information when creating or updating your account. You are solely responsible for the activity that occurs on your user account, and you must keep your account password secure. You agree to notify us immediately at alumni@koncon.nl of any unauthorized use of your account or other breach of security. You may not use another's account without permission. The Royal Conservatoire Alumni Office may terminate your account if you violate any provision of these Terms of Use or fail to comply with requests concerning your account. User accounts may not be shared, transferred, or sold to other parties, nor are they to be used by or made available to any person or entity except the registered user.
- (b) The rights granted to you hereunder will terminate automatically upon any breach by you of these Terms of Use, unless the Royal Conservatoire Alumni Office otherwise specifically agrees in writing, but the other provisions of these Terms of Use will survive any such termination. The Royal Conservatoire Alumni Office reserves the right at any time in its sole discretion to cease providing any Service Content, to change or discontinue any aspect or element of the Service, or to cease making the Service available.



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6. Miscellaneous

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- (b) Use of Royal Conservatoire Names. Except as specifically permitted by these Terms of Use, you may not use or register any name, logo or insignia of the Royal Conservatoire or any of its schools or subdivisions for any purpose except with our prior written approval and in accordance with any restrictions required by the Royal Conservatoire Alumni Office.
- (c) Governing Law. These Terms of Use, and any claim or dispute that arises from or relates to your use of the Service, will be governed by the laws under the Netherlands without regard to its conflicts of laws principles. You agree that all such claims and disputes will be heard and resolved exclusively in courts sitting in The Hague, the Netherlands. You consent to the personal jurisdiction of such courts over you for this purpose, and waive and agree not to assert any objection to such proceedings in such courts (including any defence or objection of lack of proper jurisdiction or venue or inconvenience of forum).
- (d) Change of Terms of Use. Please note that these Terms of Use are subject to change without notice from time to time. Any changes will be posted to this page. Your use of this Service or any Service Content after any changes have been made will constitute your agreement to the modified Terms of Use.
- (e) Severability; Entire Agreement. If any provision of these Terms of Use is held to be invalid or unenforceable, that provision, to the extent unenforceable, shall be struck, and shall not affect the validity or enforceability of the remaining provisions. Your rights under these Terms of Use are personal, non-exclusive and non-transferable. Headings are for reference purposes only and in no way define or limit the scope or extent of any provision of these Terms of Use. Royal Conservatoire's failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. Except as otherwise expressly provided in these Terms of Use, nothing herein shall be deemed to confer any third-party rights or benefits. These Terms of Use set forth the entire understanding and agreement between you and the Royal Conservatoire with respect to the subject matter hereof.