

Conditions for Exemption and Refund

1. Definitions

1. **Foundation:** Stichting de Thuiskopie, with its registered office in Amsterdam, the Netherlands, and its principal place of business at Kruisweg 793-795 in (2132 NG) Hoofddorp, the Netherlands.
2. **Items:** all items within the meaning of Section 16(c) et seq. of the Dutch Copyright Act (*Auteurswet*) to which the Private Copying Regulation relates.
3. **Contracting Parties:** importers, manufacturers, wholesalers or middlemen trading in Items, who have entered into a collection agreement with the Foundation.
4. **Private Copying Levy:** the levy payable in accordance with Sections 16(c) et seq. of the Dutch Copyright Act and Section 10(e) of the Dutch Neighbouring Rights Act (*Wet op de naburige rechten*) for reproduction activities for personal training, study or use as described therein.
5. **Professional Use:** Every use of an Item other than reproduction referred to in Section 16(c), subsection 1 of the Dutch Copyright Act, by a Professional User solely in the course of its/his profession or business.
6. **Professional User:** natural person listed with the Dutch Chamber of Commerce or public or private legal entity who uses Items in a manner other than as referred to in Section 16(c), subsection 1 of the Dutch Copyright Act, solely in the course of his/its profession or business.
7. **Registered Professional User:** natural person listed with the Dutch Chamber of Commerce or public or private legal entity who uses Items in a manner other than as referred to in Section 16(c), subsection 1 of the Dutch Copyright Act, solely in the course of his/its profession or business and who, following registration with the Foundation, has been added to the list of Exempt Professional Users on the Foundation's website by the Foundation.
8. **Export:** the physical exporting (bringing across the national border) of Items from the Netherlands to another EU Member State or outside the EU.
9. **Exporter:** natural person listed with the Chamber of Commerce or public or private legal entity who Exports Items.

2. Registering as Registered Professional User

1. Professional Users who wish to be entitled to levy-exempt purchasing as provided for in Article 3 can register through the registration module on the Foundation's website. All the information must be provided fully and truthfully.
2. In order to qualify for levy-exempt purchase of smartphones/telephones with MP3-player, Professional Users have to declare via the registration module that they will use these Items solely for Professional Use and will have to provide at the request of the Foundation a copy of the user agreement or user regulation, showing that private use within the meaning of Section 16(c) of the Copyright Act is not permitted.
3. If there is any doubt, the Foundation may request additional information and/or reject the request for exemption.
4. An objection to the rejection of a request for exemption may be submitted in the manner provided for in Article 7.

3. Levy-exempt purchasing by Registered Professional User

1. An Registered Professional User is permitted, from the commencement date of the exemption granted by the Foundation, to purchase the Items from the Contracting Parties without paying the Private Copying Levy.
2. The list of Contracting Parties is published on the Foundation's website.
3. The possibility of purchasing without paying the Private Copying Levy is not enforceable at law against Contracting Parties and will under no circumstances imply a right to setoff and/or suspension.
4. In the event that an Registered Professional User does not use Items purchased without payment of the Private Copying Levy, for his/its own Professional Use but uses otherwise, sells or passes these on in some other manner, the Exempt Professional User will as yet be obliged, with retroactive effect, to pay the Foundation the Private Copying Levy applicable to these Items as if the Exempt Professional User were the party obliged to pay as referred to in Section 16(c), subsection 2 of the Dutch Copyright Act. The Foundation must in that case be provided immediately with a specification of the delivery and the Private Copying Levy must be paid, failing which the Foundation may withdraw the status of Registered Professional User.
5. The permission to purchase without paying the applicable levy will end at such time as the status of Registered Professional User no longer applies.
6. In the event that the information provided proves incorrect, the Foundation may, depending on the circumstances of the case, decide to withdraw the status of Exempt Professional User and as yet charge the relevant user the Private Copying Levy, with retroactive effect, as if this user were the party obliged to pay as referred to in Section 16(c), subsection 2 of the Dutch Copyright Act.

4. Refund on account of Professional Use

1. The Professional User who has purchased one or more Items for which the Private Copying Levy has demonstrably already been paid to the Foundation may apply to the Foundation for a refund of the Private Copying Levy.
2. A refund must be requested by submitting a refund request through the Foundation's website, together with the purchase invoice of the Item for which the refund is requested. All the information must be provided fully and truthfully.
3. A request for a refund on account of Professional Use of smartphones/telephones with MP3-player must be accompanied by a copy of the user agreement or user regulation, showing that private use within the meaning of Section 16(c) of the Copyright Act is not permitted.
4. If there is reasonable doubt as to whether the Item for which a refund is requested is actually used or will be used for Professional Use and also if there is any doubt as to whether the Private Copying Levy has been paid for the Items in question, the Foundation may request additional information and/or reject the application for a refund.
5. The request for a refund must be submitted to the Foundation within six months of the purchase date, failing which the right to a refund will lapse.
6. An objection to the rejection of a request for a refund may be submitted in the manner provided for in Article 7.
7. The Foundation may charge administrative costs of 10% of the amount to be refunded, up to a maximum of EUR 8.50, for handling each request for a refund. Administrative costs will not be payable if the Foundation decides to reject the request.
8. The Professional User is not permitted to set off and/or suspend payments based on this article.

9. In the event that the information provided proves incorrect, the Foundation may demand repayment of the refunded amount or charge the party that has received the refund the Private Copying Levy, with retroactive effect, as if this party were the party obliged to pay as referred to in Section 16(c), subsection 2 of the Dutch Copyright Act.

5. Refund in case of Delivery to a Professional User

1. Subject to the conditions referred to in this article, the importer, manufacturer, wholesaler or middleman may request a refund for Items for which the Private Copying Levy has demonstrably already been paid to the Foundation and which it has subsequently delivered exempt from levy to a Professional User for the latter's own Professional Use.
2. The request for a refund must be submitted to the Foundation within six months of the date of sale, failing which the right to a refund will lapse.
3. A refund must be requested by submitting a refund request through the Foundation's website, together with, at least, the purchase invoice(s) and sales invoice(s) of the Items for which the refund is requested. All the information must be provided fully and truthfully.
4. A request for a refund on account of Professional Use of smartphones/telephones with MP3-player must be accompanied by a copy of the user agreement or user regulation, showing that private use within the meaning of Section 16(c) of the Copyright Act is not permitted.
5. If there is reasonable doubt as to whether an Item for which a refund is requested is actually used or will be used for Professional Use, the Foundation may request additional information and/or reject the application for a refund.
6. In the event that there are debts due and payable to the Foundation for whatever reason by the party that was originally obliged to pay the Private Copying Levy in accordance with the law or a contract, the Foundation reserves the right to set off the refund against these debts.
7. The Foundation may charge administrative costs of 10% of the amount to be refunded, up to a maximum of EUR 8.50, for handling each request for a refund. Administrative costs will not be payable if the Foundation decides to reject the request.
8. An objection to the rejection of a request for a refund may be submitted in the manner provided for in Article 7.
9. The importer, manufacturer, wholesaler or middleman is not permitted to set off and/or suspend payments based on this article.
10. In the event that the information provided proves incorrect, the Foundation may demand repayment of the refunded amount or charge the party that has received the refund the Private Copying Levy, with retroactive effect, as if this party were the party obliged to pay as referred to in Section 16(c), subsection 2 of the Dutch Copyright Act.

6. Refund on account of Export

1. An Exporter who Exports one or more Items for which the Private Copying Levy has demonstrably already been paid to the Foundation may request a refund of the Private Copying Levy from the Foundation.
2. The request for a refund must be submitted to the Foundation within six months of the export date, failing which the right to a refund will lapse.
3. A refund must be requested by submitting a refund request through the Foundation's website, together with at least the purchase invoice, sales invoice and transport documents of the Items for which the refund is requested. All the information must be provided fully and truthfully.
4. If there is reasonable doubt as to whether the Item for which a refund is requested has actually been Exported and also if there is any doubt as to whether the Private Copying

Levy has been paid for the Items in question, the Foundation may request additional information and/or reject the application for a refund.

5. In the event that there are debts due and payable to the Foundation for whatever reason by the party that was originally obliged to pay the Private Copying Levy in accordance with the law or a contract, the Foundation reserves the right to set off the refund against these debts.
6. The Foundation may charge administrative costs of 10% of the amount to be refunded, up to a maximum of EUR 8.50, for handling each request for a refund. Administrative costs will not be payable if the Foundation decides to reject the request.
7. An objection to the rejection of a request for a refund may be submitted in the manner provided for in Article 7.
8. The Exporter is not permitted to set off and/or suspend payments based on this article.
9. In the event that the information provided proves incorrect, the Foundation may demand repayment of the refunded amount or charge the party that has received the refund the Private Copying Levy, with retroactive effect, as if this party were the party obliged to pay as referred to in Section 16(c), subsection 2 of the Dutch Copyright Act.

7. Objection

1. An objection to the Foundation's decision whether or not to grant a refund may be submitted until thirty days after the decision was made known by the Foundation. The objection must have been received by the Foundation within this period.
2. The objection must be submitted to the Foundation in writing (this includes by email) and supported by reasons.
3. The Foundation will decide on this objection within four weeks of receipt of the objection.
4. Suspension or setoff is not permitted during the objection proceedings.

8. Changes to the conditions

1. The Foundation reserves the right to change and/or supplement these Conditions. It will inform its clients if this is the case.
2. The changes will become binding fourteen days after they have been made known.

9. Choice of law

These conditions are governed by Dutch law. Any disputes concerning these Conditions will in the first instance exclusively be decided on by the District Court of The Hague, the Netherlands.