

# The Conscious Content

## General Terms and Conditions 2021

### **Article 1 - General**

1.1 The Conscious Content is a company that offers affordable, ready-to-use, customizable, conscious content for advertising and support and skill sharing to sustainable businesses. The Conscious Content B.V. is a company incorporated under Dutch law with a registered office in Amsterdam and is registered at the Dutch Chamber of Commerce with number: 82601372.

1.2 These General Terms and Conditions (hereinafter: Terms and Conditions) are applicable to all offers, assignments, agreements and/or legal relationships with the Conscious Content with a counterparty (hereinafter: Counterparty). Parties may only deviate from the provisions in these General Terms and Conditions in writing.

### **Article 2 – Content, offers and assignments**

2.1 The Conscious Content offers ready to use, customizable, immediately available content that the Counterparty can order on the Website. As soon as an order is placed, the content will be released for use and re-distribution and cancelling the order or returning the product is no longer an option.

2.2 Besides the ready to use, customizable, immediately available content ex article 2.1 The Conscious Content also provides tailor-made approaches including support. Offers and assignments for tailor made work will be concluded in writing and go into force when both parties signed the offer/agreement.

2.3 If any provision of the Services Agreement is null and void or is declared void, the other provisions of the Services Agreement will remain fully effective and the parties will consult to agree on a new provision to replace the void provision, whose purpose and purport should be approximated as much as possible.

### **Article 3 – Execution and Intellectual Property**

3.1 The Conscious Content works on the basis of a best-effort obligation, unless otherwise explicitly agreed upon in writing. Ready to use, customizable and immediately available services are an obligation of result and are therefore accepted as-is / as-available.

3.2 The Conscious Content is owner of all created content that is offered on their website. Ownership will not pass on to Counterparty. Counterparty agrees to purchase a license to the work of The Conscious Content and will not make any ownership claims to the Intellectual Property of The Conscious Content.

3.3 All content is offered under a Creative Commons Attribution 4.0 international (CC BY 4.0) license. The Counterparty is however not obliged to identify The Conscious Content in every outing. Counterparty may exploit the works without mentioning The Conscious Content.

3.4 Counterparty may not sell any of the ready to use, customizable and immediately available content to third parties. The license is limited for own use of the Counterparty.

3.5 All works offered by The Conscious Content may be used by multiple parties. Therefore, The Conscious Content is not liable for any claim of infringement of Intellectual Property that Counterparty or other third party may have.

3.6 The Conscious Content is allowed to offer content that is created by third parties and is allowed to work with third parties.

### **Article 4 - Prices and invoices**

4.1 All prices listed by The Conscious Content are excluding VAT.

4.2 Since the Conscious Content works with a ready to use, customizable, immediately available system, payments will be



done before the content is released. As soon as the payment is done, the Counterparty will receive an invoice for the ordered content.

4.3 Tailor-made content will be invoiced after the work is done based on the approved order. The invoice should be paid by the Counterparty within thirty (30) days after which the statutory commercial interest is applicable.

4.4 Objections and/or complaints about the invoices and / or the work should be filed within a period of fourteen (14) days after the invoice is received. Objections and/or complaints do not suspend the payment obligation of Counterparty.

4.5 The Conscious Content is allowed to suspend its work when an invoice is not paid within the said term. The Conscious Content is also allowed to ask for an advance of the payment in case she reasonably foresees reason that a payment might not be done.

#### **Article 5 - Liabilities**

5.1 The Conscious Content is not liable for any damages of the Counterparty arising out of an offer, assignment, agreement and/or legal relationship with The Conscious Content.

5.2 In case of any liability, the liability shall be limited to the invoice value of the items delivered and/or the services rendered

5.3 Liability claims should be done by Counterparty to The Conscious Content within fourteen (14) days after the occurrence of the damages, in the absence of timely notification the liability claim will be rejected.

5.4 Parties will take all necessary measures to ensure that the damages will be as limited as possible.

5.5 These liability clauses are also applicable to staff of The Conscious Content and third parties that are involved in the

execution of the offer, assignment, agreement and/or legal relationship.

#### **Article 6 - Other**

6.1 Counterparty is obliged to keep all information of The Conscious Content, which he reasonably foresees as confidential, confidential.

6.2 The Conscious Content is allowed to use purchased and applied end products of Counterparty for commercial advertising on social media platforms and website. The Conscious Content will always refer to the Counterparty and will only mention Counterparty in positive ways. Counterparty may object to this in writing, in which case The Conscious Content shall not use Counterparty for commercial purposes.

6.3 The Conscious Content shall comply with the General Data Protection Regulation (GDPR) and shall only process personal data when necessary for the execution of its work. The Conscious Content has a privacy statement which can be found on the website.

6.4 The Conscious Content as the right to unilaterally adjust these terms and conditions. In case of an adjustment, The Conscious Content shall announce these adjustments to counterparty a month before the implementation of the new version.

#### **Article 7 - Applicable law and disputes**

7.1 To all offers, assignments, agreements and/or legal relationships with the Conscious Content, Dutch law is applicable.

7.2 In case of a dispute, The Conscious Content shall try to find an amicable resolution with the Counterparty. In case an amicable resolution is not possible, disputed shall be settled by the Court in Amsterdam.

