



# T&C

## General Terms and Conditions

Applicable as of October 23<sup>rd</sup>, 2016

Please read the following terms and conditions carefully before ordering any of our products. You should understand that by ordering our products, you agree to be bound by these terms and conditions.

We advise you to print a copy of these terms and conditions for future reference.

### 1. Definitions

- a. Creascriptum: the privately-owned company held by ms. Luise Beatrice Istrate, registered at the Chamber of Commerce in The Netherlands under number 60623969, settled at address Veldkampsweg 67, NL-7591XR Denekamp, The Netherlands.
- b. Client: the natural or legal person, lawfully representative for the transaction with Creascriptum.
- c. Services: all work, in whichever way, that Creascriptum provides for or on behalf of Client.
- d. Products: all products, whether in digital or physical form, that are part of an agreement between Creascriptum and Client.
- e. Offer: a non-committal proposal for an agreement.
- f. Agreement: every type of agreement between Creascriptum and Client, including every change or addition to it, and including every necessary services to prepare the agreement.
- g. Website: the website creascriptum.com and all affiliated websites to Creascriptum, amongst others vivianamberville.com and louseblackwick.com.

## **2. Applicability of these terms and conditions**

- a. These General Terms and Conditions are applicable to every offer and agreement between Client and Creascriptum, unless Creascriptum stated otherwise in clear and written form.
- b. Any general conditions of Client, however named, will not be applicable to any offer or agreement involving Creascriptum, unless Creascriptum stated otherwise in clear and written form.
- c. If, at any moment, one or more of the statements in these general terms and conditions are not applicable to the agreement, for example by governing law, all other statement will remain valid and effective. Client and Creascriptum will agree upon new conditions for those conditions that were invalidated.

## **3. Pricing, offers and start of agreement**

- a. All offers from Creascriptum are non-committal. An offer will be valid until its validity term has passed, or until its price has been adjusted on the Website, or until the products or services cannot be delivered anymore.
- b. Any price statement on the Website, will be an offer as defined in this general terms and conditions.
- c. All prices, including on the Website, will be including applicable tax (VAT), unless otherwise stated.
- d. Upon confirming an offer, Client commits herself to pay the price listed in the offer. This also applies to offers on Website.
- e. Creascriptum reserves the right to refuse any agreement based on an offer. An agreement will only be binding upon explicit confirmation by Creascriptum.

## **4. Duration and changes to the agreement**

- a. Each agreement will be valid for the duration agreed upon. If no duration has been agreed upon explicitly, the agreement will apply only until its terms are completed. In the case of an agreement for the delivery of Products, the agreement will be considered completed upon delivery of the Product.
- b. Without prior permission of Creascriptum, the agreement cannot be changed by Client.
- c. Creascriptum reserves the right to change the agreement, if so required by governing law or in case the contents of the agreement do not meet the actual circumstances to which the agreement was initially established. If the change in agreement leads to additional costs, a change of duration or otherwise major impacts on the Service of Products, Client has the right to end the agreement, not withholding the duty of Client to fulfil the parts of the agreement that have been completed up to the moment of the changes.
- d. If, upon establishing the agreement, a price has been agreed, this price may be changed by Creascriptum in the following circumstances:
  - a. If the change in price is the result of governing law or similar power;
  - b. If the change in price is the result of other reasons beyond the control of Creascriptum.

## **5. Suspension or cancellation of the agreement**

- a. Creascriptum reserves the right to suspend or cancel the agreement, if:
  - a. Client does not or not in time fulfil their duties as stated in the agreement;
  - b. Information, obtained after establishing the agreement, gives solid indications that Client may not be able to fulfil their duties as stated in the agreement;
  - c. Client has been requested to ensure payment guarantee and this guarantee is not or not sufficiently provided;
  - d. Circumstances, beyond the control of Creascriptum, including delays of Client, lead to the situation in which Creascriptum cannot be expected to complete the agreement as stated in the agreement.
- b. If the suspension or cancellation of the agreement is due to Client, then Creascriptum reserves the right to claim all costs of damages at Client.
- c. Cancellation or suspension of the agreement by Creascriptum does not imply that Client can withhold fulfilling their duties in the agreement. Creascriptum may require the immediate fulfilment of Client duties.
- d. In case of (request for) bankruptcy of Client, Creascriptum reserves the right to cancel the agreement immediately. Every debt of Client with Creascriptum, may be claimed by Creascriptum immediately.

## **6. Display of product description and prices**

- a. We will take all reasonable care to ensure that all details, descriptions and prices of products appearing on the Website are correct at the time when the relevant information was entered into the system. Although we aim to keep our Website as up to date as possible, the information including product descriptions appearing on the Website at a particular time may not always reflect the position exactly at the moment you place an order.
- b. Although we make every effort to ensure the prices listed are correct, mistakes may sometimes be made. We cannot confirm the price of a product until your order is accepted in accordance with our order acceptance policy. If a mistake is discovered in the price of the items you have ordered prior to their dispatch, we will tell you and give you the option of either reconfirming your order at the correct price or cancelling your order. In this instance, if we are unable to contact you or we receive no reply from you your order will be cancelled.
- c. All prices are listed in Euro currency. All other currencies serve only as indications.
- d. All prices are including applicable tax (VAT), unless otherwise stated.
- e. Creascriptum reserves the right to change prices listed on Website without notice.
- f. Delivery charges may apply to Products shipped. We inform you on the Website about the applicable delivery charges.

## **7. Payment types and costs**

- a. Creascriptum only accepts payment through a bank transfer, via any payment methods of our Payment Service Provider, or payment upon delivery by courier.

- b. Payment upon delivery will only be applicable to deliveries to The Netherlands. Additional shipping charges may apply. Also, Creascriptum reserves the right to request pre-payment of the additional shipping charges, to ensure confirmation of your order. Remaining costs will then be paid upon delivery by the courier.
- c. Our Payment Service Provider (Mollie BV) may use additional general terms and conditions for their payment methods. You will be informed on the Payment Service Provider website.
- d. Creascriptum may add or remove any payment method through the Payment Service Provider at any time.

## **8. Refund and return**

- a. Client can request a refund within 14 days of delivery of the Product. In that case, the Product shall be returned in its original packaging, undamaged and unused. Client shall return the Product within 14 days of notifying Creascriptum of the return.
- b. For digital Products, such as eBooks, a refund can be requested within 14 days of providing the download link, provided that the Product is not downloaded from the Website. Any download of the Product, determined by our server, will invalidate the possibility of refund.
- c. Preorders may be cancelled up to the release date, in which case a refund will be issued. After the release date, the aforementioned statement a. and/or b. apply.
- d. Any costs for returning the Product to Creascriptum, are on behalf of Client.
- e. When partially returning an order with multiple products, the refund only applies to the Products that are returned.
- f. Creascriptum reserves the right to reduce the refund for an order, that was delivered with payment upon delivery, with the additional shipping charges for payment upon delivery. Only standard shipping charges will then be refunded.
- g. If, upon receiving a return, the Product is damaged or not properly packaged, Creascriptum may reduce the refund with the costs necessary to repair or repack the Product.
- h. A refund will be paid back to your original payment method source within 30 days.

## **9. Copyrights**

### **9.1. Restrictions on Use**

- a. Client shall not request or make available Information for the use of others, including for any parent, subsidiary, affiliated entity, franchisee or dealer of Client. Client shall not make Information available to others in any form, unless where Client has first obtained Creascriptum's written consent.
- b. Client shall not use the Creascriptum products Information in connection with providing advice or recommendations to others, publish Information in the news media, incorporate or use Information in any kind of database or marketing list to be provided to a third party, use Information to generate any statistical or other information that is or will be provided to third parties, use or permit the use of Information to prepare any comparison to other information databases that will be provided to third parties, or produce Information in judicial or

administrative proceedings, including discovery proceedings, without Creascriptum's prior written consent.

- c. Client may use Information only in connection with the particular transaction for which such Information was originally requested (learning, self-training and education). Client shall not re-license, resell or further distribute the Information contained within our products, partially or wholly.

## 9.2. Copying

- a. Client shall not copy, download, batch harvest, upload or in any other way reproduce the Information contained within our products for the purpose of aggregating the Information.

## 9.3. Compliance with Laws

- a. Client will not use the Information contained within our products as a factor in establishing an individual's eligibility for (i) credit or insurance to be used primarily for personal, family, or household purposes, or (ii) employment. In addition, Client will not use Information to engage in any unfair, anti-competitive or deceptive practices and will use the Information only in compliance with applicable laws or regulations, including laws and regulations regarding telemarketing, customer solicitation (including fax and/or e-mail solicitation), data protection, privacy and anti-corruption.
- b. In relation to personal data contained in the products Information, Client undertakes to comply with the following obligations: (i) to use such personal data only for personal use in connection with the particular transaction for which the Information was originally requested; (ii) to ensure that such personal data is only used by appropriate authorised and trained personnel; (iii) to take and maintain appropriate technical and organisational security measures and procedures to safeguard such personal data from accidental loss or unauthorised disclosure; and (iv) subject to the requirements of applicable data protection regulations, to keep such personal data strictly confidential.

## 10. Limitation of Liability

- a. Client agrees that in no event shall Creascriptum be liable for any loss or damage of any kind or character (including, but not limited to, special, indirect, incidental, punitive, or consequential damages) even if advised of the possibility of such damages arising out of the use of the information, including without limitation any loss or damages arising out of any credit decisions made, any loss of profit, saving or goodwill, and any loss or damage arising out of the conduct of third parties.
- b. Client agrees to indemnify, defend and hold Creascriptum harmless from any claim or cause of action against Creascriptum arising out of or relating to use of the product Information by: (i) individuals or entities which have not been authorised by this Agreement to have access to and/or use the Information; and (ii) Client, except where such use by Client is in accordance with these Terms of Use.
- c.

## 11. Intellectual Property

- a. Client acknowledges and agrees that the Information contained within our products is proprietary to Creascriptum and comprises:
  - a. works of original authorship, including thematic coursework containing original information registered under an authorized publisher, under a unique ISBN
  - b. confidential and trade secret information; and
  - c. information that has been created, developed and maintained by Creascriptum at great expense of time and money,  
such that misappropriation or unauthorised use by others for commercial gain would unfairly or irreparably harm Creascriptum.
- b. Client agrees that it will not commit or permit any act or omission by its agents, employees, or any third party that would impair Creascriptum copyright, database rights or other proprietary and intellectual rights of the Information contained within our products, whether partially or wholly.
- c. Client will not use any of Creascriptum's trade names, trademarks, service marks or copyrighted materials in listings or advertising in any manner without Creascriptum's prior written approval. Where required by Creascriptum, Client shall reproduce Creascriptum copyright notice and proprietary rights legend on all authorised copies of such Information.

## 12. Governing law

- a. These terms and conditions shall be governed by and construed in accordance with the laws of The Netherlands, the European Union and International Trade and you irrevocably submit to the exclusive jurisdiction of European Courts.
- b. The primary jurisdiction will solely be the regional Court within The Netherlands in the area of settlement.
- c. Without prejudice to any other rights that Creascriptum may have under this Agreement or at law, if in Creascriptum's reasonable opinion the Client has violated these general Terms and Conditions, Creascriptum may suspend Client's access to the Information while the violation is investigated. Any investigation will be carried out promptly and Client agrees to cooperate with Creascriptum in connection with any such investigation.