

General Terms and Conditions SocialBrands

Article 1: Definitions

1. Under SocialBrands shall be understood in these General Terms and Conditions: the Contractor registered at the Netherlands' Chamber of Commerce under number 56187246, having its seat of business and holding its offices in Amersfoort, the Netherlands. Also owner of the platform and the website www.socialbrandsapp.com.
2. Principal: the natural person or legal person, that has concluded an agreement with SocialBrands, has purchased a package via the platform, makes a campaign or publishes via the platform or to whom SocialBrands has issued an offer to which these General Terms and Conditions have been declared applicable.
3. Under the platform shall in these General Terms and Conditions be understood: the website with which the Principal among others can create campaigns and messages and publish on various online channels and can send newsletters.
4. Under packages will be understood: the various packages that the Principal can order for the benefit of the creation of the offered services.
5. Social media: with social media shall in these General Terms and Conditions be referred to: online websites where users self-arrange for the content. Characteristic therein is the interaction and dialogue between the various users. One can think of (but not limited to): Twitter, Facebook, Instagram, LinkedIn and YouTube.
6. Under participant will be understood: the natural or legal person that takes part in a campaign of the Principal.
7. Campaign: the made actions, messages, newsletters and pages that have been created on the platform and among others will be published via tabs on the Facebook page of the Principal.
8. Agreement: all agreements, in relation with the Principal, applied by SocialBrands, to which these General Terms and Conditions are applicable.

Article 2: Applicability

1. These General Terms and Conditions are applicable to all offers, agreements and packages of SocialBrands, as well as to the execution thereof, insofar they concern the use of the service made available by SocialBrands.
2. By the visiting, using, browsing, creating of an account, the logging in on the platform, the order of the offered packages and/or by the putting live of a tab, campaign, message, or the sending of a newsletter via the platform, Principal agrees with applicability of these General Terms and Conditions.
3. By making use of the platform, Principal agrees with these General Terms and Conditions.
4. If one or more stipulations in these General Terms and Conditions are invalid or invalidated in whole or in part, then the agreement remains in force for the remainder and the concerned stipulation in consultation between the Principal and SocialBrands shall be replaced without delay by a stipulation that approaches the tenor of the original stipulation as much as possible.
5. Situations that are not regulated in these General Terms and Conditions, must be assessed "in the spirit" of these General Terms and Conditions.
6. Unclearness about the interpretation or content of one or more stipulations of these General Terms and Conditions, must be interpreted "in the spirit" of these General Terms and Conditions.
7. SocialBrands is at all times authorized to change or extend the General Terms and Conditions. Changes or additions of minor importance can be introduced at all times. Major content-related changes of additions shall be discussed, in advance, with the Principal.

8. If SocialBrands does not require strict compliance with these General Terms and Conditions each time, then this does not mean that the stipulations thereof are not applicable, or that SocialBrands to any degree would lose the right to request strict compliance with these General Terms and Conditions on other instances.

Article 3: Offers and designated offers

1. Each issued offer or designated offer is entirely non-binding, unless in the designated offer or special offer a term for acceptance has been set.
2. If no term for acceptance has been set, then can from the designated offer or special offer in no manner whatsoever any right can be derived.
3. A sent designated offer or special offers is valid up to 4 days after the date of signing, unless SocialBrands states differently.
4. If the Principal accepts an offer, then SocialBrands has the right to recall the offer within 2 working days after acceptance.
5. SocialBrands cannot be held to its designated or special offers if the Principal reasonably can understand that the designated offer or special offer, or a part thereof, contains an obvious mistake or writing error.
6. If the acceptance of the designated or special offer deviates from the offering in the offer, then SocialBrands is not bound thereto. The agreement is then not concluded in accordance with this deviating acceptance, unless SocialBrands states differently.
7. Issued designated or special offers or offers do not apply to future agreements.

Article 4: The use of the platform

1. For the use of the platform the General Terms and Conditions are applicable, supplemented with what is stipulated in this article.
2. If the Principal logs in for the first time on the platform, he therewith gives explicit permission that SocialBrands has access to:
 - The general data of the Principal;
 - The e-mail address of the Principal for the benefit of the receipt of e-mail messages originating from SocialBrands;
 - The management of tabs and messages on the Facebook pages of the Principal;
 - Statistics of the Facebook pages of the Principal.
3. The data that are necessary for registration will be stored. The stored data are solely and only destined to be able to service and support the Principal in an optimal manner. The stored data will be used for informative purposes on the website of SocialBrands but will not be sold or provided to third parties.
4. SocialBrands cannot warrant and accepts no liability whatsoever that the platform is free of computer viruses or will be hacked.
5. SocialBrands has at all times the right to refuse the registration or the purchase of a package on the platform.
6. It is forbidden to put pornographic, racist or other offensive or misleading information in a campaign. If the Principal publishes such information in a campaign, then SocialBrands has at all times the right to remove this information and to deny the Principal the access to the platform.
7. The Principal is self-responsible for his social media account. If a Principal starts a campaign with incorrect data or an incorrect account, then SocialBrands has the right to claim possibly incurred damage.
8. SocialBrands has the right, unilaterally and without stating reasons, to deny access or irrevocably remove a Principal that makes illegal use of the platform.
9. Principal shall not use the platform for illegal or improper purposes.
10. In connection with the nature of the offered services, SocialBrands is subject to the rules, policy and technology of the linked web services and social media websites. If it is necessary in connection with rules, the policy and technology of the linked web services and social media websites, then SocialBrands is at all times authorized to modify and/or change the platform.

Article 5: Campaigns

1. Principal accepts all responsibility for the actions, campaigns, messages and newsletters that he executes on the platform and partner websites.
2. By making campaigns Principal automatically gives permission that certain personal data will be stored.
3. By publishing a campaign, the Principal is obliged to connect to each campaign terms and conditions that apply for the benefit of the campaign. Principal is obliged and self-responsible to state the correct terms and conditions for the campaign.
4. SocialBrands has at all times the right to refuse a campaign if the Principal does not publish terms and conditions with the concerned campaign.
5. It is forbidden to include pornographic, racist or other offensive or misleading information in a campaign. If Principal nevertheless publishes such information in a campaign, then SocialBrands has at all times the right to remove this information and to deny Principal the access to the platform.
6. Principal will determine the run time, settings and content of the campaign.
7. SocialBrands is not liable for erroneous information in a campaign. Principal is responsible for stating the correct and complete information in a campaign.
8. Principal shall ensure that information, video images, illustrations, photos are free of copyrights. SocialBrands is never liable for information that is not free of copyright.
9. If the Principal links a price or discount to the participation in a campaign, then Principal is obliged to actually hand this out or grant this price or discount. SocialBrands is never liable for making available of the price or granting of the discount.
10. Complaints over the not granting of a price or the not granting of a discount must always be submitted by participants to the Principal.
11. In connection with the nature of the offered services, SocialBrands is subject to the rules, policy and technology of the linked web services and social media websites. If it is necessary in connection with rules, policy and technology of the linked web services and social media websites, then SocialBrands is at all times authorized to modify or changed the offered campaigns. Also SocialBrands reserves the right to remove certain campaign options.

Article 6: Packages

1. Principal can via the platform choose one of the SocialBrands packages.
2. The Principal can only choose packages that are applicable to the land of origin of the Principal.
3. These General Terms and Conditions are applicable to the packages referred to in section 1, extended with the terms and conditions of this article.
4. Solely and only the owner and/or manager of the Facebook page can order a package. Also SocialBrands can order a package in commission of a manager.
5. The owner and/or manager is responsible for his/her social media account. If the owner and/or manager has given permission that another person than the owner and/or manager self can make use of his/her account, then that is not the responsibility of SocialBrands.
6. The offered packages will be concluded for 1 month or 12 months. Packages that have been purchased for 1 month, will thereafter be extended tacitly with each time 1 month, unless the Principal has cancelled the package in compliance with the stipulations hereafter. Packages of 12 months will not be extended automatically.
7. Monthly subscriptions can be cancelled each month.
8. Cancellation must take place within the platform of SocialBrands on the page 'Orders'.
9. Invoicing takes place per e-mail direct after purchase of the package via the SocialBrands platform.
10. Principal must pay the invoice no later than within 14 days after receipt.
11. Upon request of the Principal the invoice can also be sent per post.

12. Into account will be brought the total amount due for the chosen duration of the package. The stated prices are VAT (21%).
13. Not successful campaigns do not give Principal the right to cancel the package prematurely. SocialBrands gives no warranty whatsoever for the success of a conducted campaign or any other published content via the platform such as messages and newsletters.
14. In connection with the nature of the offered services SocialBrands is subject to the rules, policy and technology of the linked web services and social media websites. If it is necessary in connection with rules, policy and technology of the linked web services and social media websites, then SocialBrands is at all times authorized to modify and/or change the content of the packages. Such changes do not give the Principal the right to prematurely terminate the package.
15. If the Principal does not comply with the stipulations of these General Terms and Conditions and is denied access to the platform, then refunding of the prepaid package fees is not possible.
16. The Principal can increase the package in-between via the platform. Decreasing of the package in-between is not permitted.
17. Fees paid to SocialBrands for products and services offered in the platform, unless otherwise specified in writing, are non-refundable. If your use of the platform is terminated by us because of your breach of these Terms, we will retain fees and charges paid by you for your use of the platform. If we terminate your use of the platform for any reason other than your breach of these Terms, we will refund your subscription fee on a pro rata basis.

Article 7: Payment and collection costs

1. Payments must take place within 14 days after date of the invoice, in a manner designated by SocialBrands.
2. Invoicing takes place per e-mail immediately after order of the package. Upon request of the Principal the invoice can be sent per post.
3. Objections against the height of the invoice do not suspend the payment obligation.
4. If the Principal does not pay timely, then the Principal is in default by law and SocialBrands has the right, after it has summoned Principal at least once to pay, to bring into account without further notification of default, from the due date over the invoiced amount the interest by law as referred to in article 119, book 6 Dutch Civil Code, due until the day of complete satisfaction.
5. All costs made in reasonableness, emerged as a consequence of out-of-court collection of the claim are for the account of the Principal. In any case the Principal is liable to pay the collection costs.
6. Principal is also liable to pay interest of the due collection costs.
7. Out-of-court costs will be calculated in accordance with what is customary in the Netherlands' collection practice, momentarily that is the calculation method in accordance with the so-called "Rapport Voorwerk II".

Article 8: Force Majeure

1. SocialBrands is not required to compliance with any obligation if it is hindered thereto as a consequence of a circumstance that cannot be imputed to the fault and neither according to the law, a legal act, nor in the opinion current in society cones for its account.
2. Under Force Majeure shall in these General Terms and Conditions be understood, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or not foreseen, on which SocialBrands can exercise no influence, but because of which SocialBrands is not able to comply with its obligations. Work strikes in the enterprise of SocialBrands or of third parties therein included.
3. SocialBrands has the right, during the period that the Force Majeure lasts, to suspend its obligations. If this period lasts longer than 1 month, then both the Principal and

SocialBrands are authorized to dissolve the agreement, without obligation to compensation of the suffered damage to the other party.

4. The Principal has, after notification that there is an instance of Force Majeure at the side of SocialBrands, the right to cancel the commission in writing.
5. SocialBrands is not responsible for Force Majeure situations like strikes at the postal service, the telephone service, internet provider or loss of power.
6. SocialBrands is not responsible for Force Majeure situations with the server.
7. SocialBrands is not responsible for Force Majeure situations like strikes at the linked web services and social media websites because of which functions within the SocialBrands platform do not work.

Article 9: Intellectual property

1. The website socialbrandsapp.com and the platform inclusive of (but not limited to) text, software, graphics, images, templates, video images, illustrations and other materials, are the property of SocialBrands. Principal agrees to comply with all applicable copyright laws and additional copyright related limitations.
2. The Principal is forbidden to transfer copies of socialbrandsapp.com or the platform to third parties, without prior permission in writing of SocialBrands.
3. SocialBrands reserves the rights and authorities that belong to it on the basis of the Dutch Law "Auteurswet".

Article 10: Liability

1. The liability of SocialBrands is limited to that what is regulated about it in this article.
2. It falls within the responsibility of the Principal to ensure the presence of the correct data. SocialBrands accepts no liability whatsoever for consequences that have emerged by incorrect data provided by the Principal or for any damage that has emerged because of it.
3. SocialBrands is never responsible for the availability, accessibility and/or (technical) changes of the linked web services and social media websites referred to.
4. SocialBrands is not liable for any form of damage or loss that is caused by, or in connection with the use of or by, the reliance on the content on social media websites.
5. SocialBrands is never liable for any form of damage that is caused because SocialBrands has removed the campaign or other content of Principal that contains pornographic, racist and other offensive or misleading information.
6. SocialBrands is not liable for the non-compliance with current rules and/or policy of the social media websites. Principal is self-responsible for informing himself about the rules and policy of social media websites referred to.
7. SocialBrands is liable for no damage whatsoever that the Principal has suffered because of the not publishing of campaigns that are in violation of what has been set forth in these General Terms and Conditions.
8. Principal can claim no compensation of damages because of the denial of access to the platform.
9. SocialBrands can never be held liable because of modification, changing or removal of the platform, packages, etc.
10. SocialBrands is solely and only liable for direct damage. Under direct damage shall in these General Terms and Conditions solely be understood:
 - Reasonable costs for the establishment of the cause and scope of the damage, insofar the establishment concerns on damage in the sense of these General Terms and Conditions.
 - Reasonable costs, made for the prevention or limitation of damage, insofar the Principal demonstrates that these costs have led to limitation of the direct damage as referred to in these General Terms and Conditions.
11. SocialBrands is not liable for indirect damage. Under indirect damage will be understood:
 - Consequential damage.
 - Missed profits.

- Missed savings.
 - Damage by enterprise or other stagnation.
12. If SocialBrands liable is for damage, then the liability is limited to twice the amount of the invoice.
 13. A claim to compensation of damages must be submitted no later than 12 months after the Principal has discovered the damage or reasonably could have discovered, to SocialBrands. In the absence thereof the right to compensation of damages is forfeit.
 14. SocialBrands is never liable in case of Force Majeure as referred to in article 7 of these General Terms and Conditions.

Article 11: Applicable law

1. The Laws of the Netherlands are applicable to all agreements, invoices, offers and packages.
2. Regarding disputes connected with the agreements, invoices, offers and packages parties shall firstly turn to the courts, after they have made an utmost effort to resolve a dispute in mutual consultation.
3. Disputes between SocialBrands and the Principal over which no solution can be reached in mutual consultation, shall solely be presented to the competent court in the court district of SocialBrands.
4. Parties have the right to present the dispute to an independent arbitration institute.