

GENERAL DELIVERY AND WEBSHOP CONDITIONS OF NEW SKOOL MEDIA BV AND ITS GROUP COMPANIES

A - GENERAL

ARTICLE 1. APPLICABILITY

- 1.1 These general delivery and webshop conditions (“**Conditions**”) have been drawn up by New Skool Media B.V., with its registered office in Amsterdam and principal place of business in (1114 AE) Amsterdam at Spaklerweg 53. New Skool Media B.V. is registered with the Chamber of Commerce in Amsterdam under number 60745967, VAT number: NL 823920434B01. These Conditions also apply to all current and future group companies of New Skool Media B.V., such as New Skool Exploitatie B.V. and ONE Business B.V. (hereinafter jointly referred to as “**NSM**”).
- 1.2 These Conditions apply to all agreements (“**Agreement**”) concluded between NSM and natural persons (“**Customer**” or “**Subscriber**”) concerning, among other things, a magazine agreement (“**Subscription**”) for (online) magazines (“**Magazines**”) published by NSM, or an agreement concerning an (online) purchase of a product (welcome gifts, etc.) (“**Product**”). These Conditions also apply to all offers and quotations made to a Customer by NVM, and all (online) orders placed with NSM by a Customer.
- 1.3 The Customer accepts these Conditions by concluding an Agreement concerning a Subscription or (online) order of a Product. Deviations from the provisions of these Conditions is only possible in writing, except for the provisions of Article 1.4.
- 1.4 NSM has the right to amend these Conditions and any offers in the interim, including based on the annual inflation correction/indexation. The amended Conditions will be published on the NSM websites and will take effect 30 days after their publication.
- 1.5 If the Customer is under 16 years of age, he/she will be deemed to have obtained permission from a guardian/parent.
- 1.6 These Conditions will be provided upon request at no additional cost. This request can be addressed to klantenservice@newskoolmedia.nl, or the Conditions can be requested by calling +31(0)85 888 5585. The Conditions have also been published on www.newskoolmedia.nl/voorwaarden, www.tijdschriftnu.nl, and on the individual websites of the Magazines published by NSM.
- 1.7 In case of conflicts between the General Section (A) of these Conditions and the content of Sections B-C, the content of Sections B-C will prevail.

ARTICLE 2. LIABILITY AND FORCE MAJEURE

- 2.1 NSM will only be liable for damage suffered by the Customer if this damage is attributable to NSM, or if this damage is for the risk of NSM based on a statutory provision. NSM is not liable for damage resulting from the use of any Product or Subscription provided by NSM by the Customer, unless NSM is liable in accordance with the provisions on product liability within the meaning of Book 6, article 185 et seq. of the Dutch Civil Code, or in case of intent or gross negligence attributable to NSM.
- 2.2 NSM is not liable for damage which has occurred later than six (6) months after the delivery of the Product, or for damage which is not reported to NSM in writing within 14 days of the occurrence thereof. If the damage has occurred later, NSM will, at the request of the Customer, inquire whether the damage can be recovered from the supplier of the Product.
- 2.3 If it has been ascertained at law that NSM is liable for the damage, this liability will be limited to the damage the Customer has actually suffered and the payment for direct damage made by the insurer of NSM. If no payment by the insurer takes place, the liability of NSM will be limited to no more than four times the invoice amount charged to the Customer and paid on time for the delivery or order in question, with a maximum liability of € 10,000 (ten thousand euro). NSM is not liable for any damage caused by the failure to meet an agreed delivery period or for indirect damage, consequential damage, loss or and/or damage to data, loss of profits, loss of turnover, lost savings, reduced goodwill, damage caused by business interruptions, and damage resulting from claims by third parties.
- 2.4 All (editorial) information on the Websites and in the (online) Magazines has been prepared with due care and to the best of our knowledge. However, NSM and the authors can in no way guarantee the accuracy or completeness of this information. NSM and the authors do not accept any liability for damage of any kind arising from actions and/or decisions based on this information.

- 2.5 NSM is not liable for any damage resulting from a shortcoming caused by force majeure. Force majeure will exist if the shortcoming is the result of any circumstances beyond the control of NSM, including war or similar situations, riots, strikes, occupation, illness of NSM staff, shortcomings of suppliers and/or carriers engaged by NSM, government measures, production bans, bad weather, fire, and explosions.
- 2.6 The Conditions, the mentioned subscription fees and the Agreement concluded with NSM by the Customer are subject to printing or typographical errors.

ARTICLE 3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 The intellectual property rights, including copyrights, trademarks and neighbouring rights, on all publications of NSM and other informative products are vested in NSM and/or its licensors. Without prior written permission of NSM, nothing from those publications in Magazines, Websites, or otherwise published by NSM, may be copied, stored in an automated data file and/or disclosed in any manner by or with the cooperation of the Customer.

ARTICLE 4. CONCLUSION AND IMPLEMENTATION OF AGREEMENTS

- 4.1 All offers made by NSM are non-binding and are made based on availability.
- 4.2 The acceptance of an (online) order ("**Order**") by NSM will take place in writing (including electronically for the purposes of these Conditions) or when NSM starts implementing an Order. Any orders granted to NSM by the Customer will be irrevocable in the sense that an Agreement will be concluded by the mere acceptance of this Order by NSM.
- 4.3 An Order can be placed at any time by phone, electronically or in writing. NSM has the right to reject an Order without substantiation. NSM also has the right to cancel an Order without substantiation after accepting it. In this case, NSM will not be required to pay any more compensation than a refund of any amounts paid in advance by the Customer.
- 4.4 The Customer must inform NSM of any changes to an Order in good time and in writing. Such changes will only be effective if they have been explicitly accepted by NSM.
- 4.5 If required or desired, NSM has the right to fully or partially outsource Orders to third parties.
- 4.6 Any delivery periods observed by NSM are indicative and cannot be considered deadlines. In the event of late delivery, NSM must be given written notice of default before being in default.

ARTICLE 5. QUESTIONS, COMPLAINTS, AND ADDRESS CHANGES

- 5.1 Questions about the Subscription or invoices related to an Order or an Agreement must be sent to the Customer Service Department of NSM within eight days of receipt of the invoice. This department can be reached by phone at +31(0)85 888 55 85, or by email at klantenservice@newschoolmedia.nl.
- 5.2 Complaints of any kind must be reported to NSM using the options set out in Article 5.1 as soon as possible, but never later than within 8 days after these complaints arose. NSM will handle the complaints and respond to them in writing after two weeks.
- 5.3 Complaints, including about the delivery of the Magazine in question, do not give the Customer the right to fully or partially suspend the payment of invoices.
- 5.4 If its name and/or address details change, the Subscriber/Customer must inform NSM of both the old and new address details in writing at least 14 days before the effective date of the change.

ARTICLE 6. TRANSFER6.1 NSM may transfer the rights and obligations arising from these Conditions or an Agreement concluded with the Customer to a company within its own group and to third parties in the context of a transfer (a part of) the company of NSM or in the context of the transfer of an ownership right, website, product or service of NSM, provided that this company will observe the Agreement concluded between NSM and the Customer. NSM will inform the Customer of such transfer as soon as possible. The Customer cannot transfer its rights and obligations arising from the Agreement with NSM to a third party, unless NSM gives written permission for this.

ARTICLE 7. PRIVACY

- 7.1 NSM respects the privacy of its Customers. NSM will treat any personal data of Customers with the utmost care. NSM observes the General Data Protection Regulation, the Dutch Telecommunications Act, and other applicable privacy-related laws and regulations.

- 7.2 For more information about how NSM treats personal data, visit <http://www.newskoolmedia.nl/privacyvoorwaarden/>.

ARTICLE 8. APPLICABLE LAW AND COMPETENT COURT

- 8.1 These Conditions and the Agreement concluded between the Customer and NSM are governed by the laws of the Netherlands. All disputes related to the Conditions and the Agreement must be brought before the competent court in Amsterdam, except for disputes subject to the competence of the sub-district court.

B – SPECIFIC SUBSCRIPTION CONDITIONS

In addition to the general provisions (set out in Section A), the following subscription conditions apply to all Agreements, offers and/or quotations by NSM concerning an (online) Order for a Subscription on a(n) (online) Magazine published by NSM.

ARTICLE 9. TAKING OUT A SUBSCRIPTION AND WELCOME GIFT

- 9.1 A Subscriber can take out a subscription at any time by phone, electronic means, or in writing. The start of a Subscription will be confirmed in writing by NSM (including electronically, as defined in these Conditions). Among other things, the confirmation will include the subscription type, the starting date and end date of the Subscription and the contact details of the NSM customer service.
- 9.2 NSM has the right not to accept the Customer's request to take out a subscription without substantiation. If a request is not accepted, NSM will inform the Customer within 10 business days of receipt of the request.
- 9.3 Discount offers and welcome gifts are only possible if the new Subscriber has not had a Subscription on the Magazine in question for a period of 6 months. If this is the case, or if abuse is suspected (including taking out excessive numbers of Subscriptions), the right to a discount or welcome gift will expire and NSM will have the right to recover the welcome gift or discount.
- 9.4 Offers with a welcome gift will apply as long stock lasts.
- 9.5 In the unforeseen case in which a specific welcome gift is no longer available, NSM will offer an alternative in the form of a replacement welcome gift or a discount on the subscription fee, such as at the discretion of the Subscriber. If a replacement welcome gift is offered for which a lower contribution applies than for the original order, the difference will be refunded to the Subscriber. If the replacement welcome gift involves a higher contribution than the original order, the difference will be charged to the Subscriber. If the Subscriber does not accept the replacement welcome gift, the Subscriber has a period of one year to choose a new welcome gift.
- 9.6 NSM will make all possible efforts to ship the welcome gift to the Subscriber within 6 weeks of the date on which the subscription fee is received. If delivery within this period is not possible, NSM will inform the Subscriber.
- 9.7 The Subscriber must report any defects in or damage to the welcome gift to NSM within two weeks of the date of receipt, either by calling +31(0)85 888 55 85, or by sending an email to klantenservice@newskoolmedia.nl. NSM has the right not to accept any complaints submitted after this period.

Met opmerkingen [LR1]: Please note that in this case, the Customer does **not** become a Subscriber.

ARTICLE 10. DURATION AND TERMINATION OF THE SUBSCRIPTION

- 10.1 A Subscription is taken out for the specified period or for a certain number of issues. A Subscription will subsequently be renewed automatically, unless indicated otherwise in the offer or in case of termination in the manner set out in this article. During the first subscription period, the Subscription can only be terminated with effect from the end of the agreed subscription period, in which respect the Subscriber must inform NSM of the termination no later than one (1) month before the publication of the first issue of the new subscription period. This can be done by calling +31(0)85 888 55 85, by sending a letter to the address of NSM or by sending an email to klantenservice@newskoolmedia.nl. Information about the duration of the Subscription can be requested from the NSM Customer Service, which can be reached at the above telephone number and email address.

- 10.2 If the Subscription is renewed automatically, it will be converted into a Subscription for an indefinite period, unless other agreements have been made. Termination of the Subscription after automatic renewal is possible with due observance of a notice period of one (1) month, unless the magazine in question appears 11 or fewer times per year, in which case the Subscriber must observe a notice period of three (3) months. Termination must take place in the manner set out in Article 10.1.
- 10.3 If a Subscription is taken out for a definite period of more than 12 months and the Subscriber receives a welcome gift at the start based on this definite period of 12 months, NSM can refuse the premature termination of the Subscription.
- 10.4 A so-called gift Subscription for a third party will be taken out for a definite period and will not be renewed automatically.
- 10.5 In case of the unforeseen death of a Subscriber, the Subscription will end on the date on which NSM was informed of the death of the Subscriber. In this case, part of the subscription fee for the remaining subscription period can be refunded, provided this is an amount of more than € 10.00 (ten euro).

ARTICLE 11. RATES, PRICE CHANGES AND PAYMENT

- 11.1 The rates and fees charged by NSM apply exclusively to Subscriptions in the Netherlands and do not include shipping costs and VAT, unless expressly indicated otherwise.
- 11.2 The subscription fee must be paid before a specific period agreed with the Subscriber in a manner accepted by the Subscriber upon the start of the Subscription (e.g. by direct debit or iDeal). The payment periods and the subscription fees that apply to the renewal of the Subscription can be found in the colophon or the service page of the Magazine and will be charged using a digital payment request or an invoice, unless the parties have agreed on direct debit.
- 11.3 In case of late payment because of a return booking of the debited amounts or due to an insufficient balance on the specified bank account, NSM has the right to charge reminder costs. If the payment of the Subscription is not received after corresponding summons, NSM has the right to unilaterally terminate the Subscription with immediate effect and to charge a compensatory fee and any arrears. NSM will also have the right to transfer the claim to a collection agency.
- 11.4 If the Subscription is terminated after the first subscription period, the Subscriber has the right to a refund of the difference between the amount ultimately due for the Subscription used and the amount already paid.
- 11.5 NSM reserves the right to change the subscription fee during the period of the Subscription, including based on the annual inflation indexation, increases in raw material prices, or other unforeseen price increases. Any changes to the subscription fee will be published in the colophon of the Magazine in question no later than four weeks before taking effect. If the change concerns an increase and this increase takes place within three months of the start of the Subscription in question, the Subscriber has the right to dissolve the Subscription in the manner set out in Article 10.1 of these Conditions, with due observance of a notice period of one month.
- 11.6 A return booking of an amount (automatically) debited by NSM does not release the Subscriber from its payment obligation.

ARTICLE 12. DELIVERY

- 12.1 NSM will strive to ensure deliveries take place on time during the period of the Agreement, from the agreed date of the first delivery of the Subscription.
- 12.2 NSM has the right to cease delivering the agreed Subscription if payment is not forthcoming.
- 12.3 The Subscriber must report any complaints about the delivery to the NSM Customer Service as soon as possible, but no later than within 8 days (refer to Article 10.1). NSM will then make efforts to deliver the issue of the Magazine in question as soon as possible. This delivery will not involve any additional costs. Complaints about the delivery do not give the Subscriber the right to fully or partially refuse or suspend the payment of the subscription fee.
- 12.4 NSM is not liable for any damage of any kind resulting from the late delivery.
- 12.5 The Subscriber must inform NSM of any changes to the delivery or invoice address no later than four weeks in advance. Inaccuracies in the address or name of the Subscriber must be reported to NSM as soon as possible.

ARTICLE 13. DISCONTINUATION AND CHANGES TO THE CONTENT AND LAYOUT OF THE MAGAZINE

- 13.1 NSM will always have the right to make changes to the size, number of issues, content, appearance, timing and/or frequency and layout of its Magazines at its discretion, in which respect NSM will ensure that the quality and quantity of the Magazine in question after the changes will remain in reasonable proportion to the subscription fee.
- 13.2 If a Magazine is discontinued without a replacement, the subscription fee already paid will be refunded for the remaining payment period, from the date on which the Magazine is discontinued. If a Magazine is replaced by another issue or if a Magazine is changed, due to which it differs significantly from the product promised by NSM based on the Subscription, the Subscriber has the right to dissolve the Subscription by means of written notice within four (4) weeks of the date on which the replacement is announced, or within four (4) weeks of the date on which the first replacement Magazine or changed Magazine is received, depending on which date is the earliest.

C – SPECIFIC WEBSHOP CONDITIONS

These provisions (hereinafter: “**Webshop Conditions**”) supplement the provisions set out in Section A and Section B and apply to all Agreements between the Customer/Subscriber and NSM and all Orders between the Customer/Subscriber, based on which NSM sells Subscriptions or (digital) Products through its webshop (hereinafter: “**Webshop**”).

ARTICLE 14. GUARANTEE

- 14.1 NSM guarantees that the ordered Products conform with the Agreement, the specifications listed in the offer, the reasonable requirements of soundness and/or usability and the statutory provisions and/or government requirements in force on the date on which the Agreement is concluded.
- 14.2 The images of the Products that are offered online are presented as accurately as possible by NSM. However, NSM cannot guarantee that the colours of these Products shown on these images will be the exact colours of the Products that must be delivered.

ARTICLE 15. PAYMENT AND INVOICING

- 15.1 Any Products that are not Subscriptions that are concluded online (refer to Article 11) must be paid in the manner accepted by the Customer upon the conclusion of the (online) Agreement (e.g. direct debit or iDeal).
- 15.2 The rates and prices charged by NSM do not include shipping costs and VAT, unless expressly indicated otherwise. NSM reserves the right to change the prices and rates. Changed prices and rates apply from the moment they are introduced and will not apply to any Orders that have already been placed.

ARTICLE 16. DELIVERY AND IMPLEMENTATION

- 16.1 NSM will observe the utmost care when implementing the Orders. NSM uses carefully selected logistic service provider(s) for the delivery of Orders. They will ship the Order to the address the Customer has communicated to NSM.
- 16.2 The risk of damage and/or loss of ordered Products is borne by NSM until the moment of delivery to the Customer, unless expressly agreed otherwise.
- 16.3 NSM will carry out the accepted Order within no more than 30 days, unless agreed otherwise. If delivery is delayed unexpectedly or if an Order cannot or can only partially be carried out, the Customer will be informed of this no later than 15 days after the Order was placed. In this case, the Customer will have the right to dissolve the Agreement at no additional cost, and NSM will refund the amount paid by the Customer as soon as possible.

ARTICLE 17. REFLECTION PERIOD AND WITHDRAWAL

- 17.1 The Customer can dissolve an Agreement concerning an online purchase of a Product or Subscription without substantiation during a reflection period of 14 days. This period takes effect on the day on which the Product in question is received by the Customer, or

- a. if the Customer has ordered multiple Products as part of the same Order, on the day on which the Customer or a third party designated by the Customer, which is not the carrier, has received the last Product;
 - b. if the delivery of a Product consists of various shipments or components, on the day on which the Customer or a third party designated by the Customer, which is not the carrier, has received the last shipment or the last component;
 - c. for an Agreement concerning a regular delivery of Products, such as an Agreement for a definite period, on the day on which the Customer or a third party designated by the Customer, which is not the carrier, has received the first delivery of the Product;
 - d. for online Subscriptions to digital Magazines, at the moment the Subscription is taken out.
- 17.2 The Customer is obliged to handle the Product, the packaging, any labels and codes with care during the reflection period set out in Article 17.1. The Customer will only unpackage or use the Products to the extent necessary to be able to assess whether it wishes to keep the Product. If the Customer makes use of its right of withdrawal, it will return the Product with all delivered accessories in their original condition and packaging to NSM in accordance with the instructions given by NSM.
- 17.3 If the Customer makes use of its right of withdrawal, the Customer will inform NSM within the reflection period of 14 days using the model form for withdrawal (download an example here), or in another unambiguous manner.
- 17.4 The Customer will send the Product ordered online back to NSM or hand it over to (an authorised representative of) NSM as soon as possible, but no later than within 14 days of the date following the notification referred to in Article 17.3. The Product must be returned with all delivered accessories, in its original condition and packaging (if reasonably possible), and in accordance with any reasonable and clear instructions given by NSM. The Customer bears the risk and burden of proof for the correct and timely exercise of the right of withdrawal. The Customer will always have observed the return period if it returns the Product before the end of the reflection period.
- 17.5 The return costs will be borne by the Customer when the right of withdrawal as referred to in this article is exercised.
- 17.6 NSM will refund the purchase price and the shipping costs within 14 days of the date on which the returned Product is received, within the statutory period referred to in this article. The amount will be refunded to the bank account used by the Customer to pay for the purchase. If the Customer does not return part of the Order, no shipping costs will be refunded.
- 17.6 The right of withdrawal as referred to in this article does not apply to the delivery of Magazines (except for Subscriptions) and to Products which:
- a. were created by NSM in accordance with the specifications of the Customer;
 - b. are clearly personal;
 - c. cannot be returned because of their nature;
 - d. can spoil or age rapidly;
 - e. have a price that is prone to fluctuations on the financial market beyond the control of NSM;
 - g. concern audio and video recordings, as well as computer software, the seal of which has been broken by the Customer;
 - h. concern e-books, apps or other digital Products (hereinafter jointly referred to as: “**Digital Products**”).
- 17.7 NSM has the right to ask the Customer about the reason for the withdrawal. The Customer has the right, but is not obliged, to answer this question.

ARTICLE 18. COMPLAINTS ABOUT PURCHASES THROUGH THE NSM WEBSHOP

- 18.1 Complaints related to Orders placed through the NSM webshop must be reported to the NSM Customer Service as soon as possible, but no later than within 8 days after their occurrence (refer to Article 10.1). NSM will handle the complaints and respond in writing within two weeks.
- 18.2 In the unforeseen case that a dispute about an Order or purchase through the NSM Website cannot be resolved between NSM and the Customer, the Customer has the right to submit a complaint through one of the ODR (Online Dispute Resolution) dispute committees. A ruling of the dispute committee will be binding and must be observed by both NSM and the Customer.

ARTICLE 19. ORDERED DIGITAL PRODUCTS

- 19.1 The same right of withdrawal and dissolution as referred to in Article 17 applies to Digital Products like E-Magazines, apps and the like purchased through the webshop, except for Digital

Products that have already been downloaded by the Customer after their purchase through the website. By downloading the Digital Product, the Customer expressly accepts that NSM gives the Customer permission to access the Digital Product, and the Customer correspondingly waives its right to exercise the right of withdrawal and dissolution.

- 19.2 The (intellectual property) rights on the Digital Products offered by NSM are vested in NSM or its licensor. The Customer will only obtain a personal, non-exclusive and non-transferable right to use the Digital Product.
- 19.3 NSM has the right to take technical measures to protect the (intellectual property) rights on the Digital Products. The Customer may not remove or bypass any security measures in Digital Products secured by NSM or its licensor. The Customer may not copy or modify Digital Products or make them available to third parties in any way, or carry out any other actions which go beyond the scope of the license described in Article 19.2.

These conditions were last amended on 1 June 2019/© New Skool Media B.V. 2019.