

## ScriptieMaster terms & conditions

### **Article 1. Definitions**

ScriptieMaster: ScriptieMaster B.V. located at Marconistraat 16 in Rotterdam and registered with the Chamber of Commerce under the number 59693886.

Thesis student: any natural or legal person that has commissioned ScriptieMaster in any way, implied or specifically, to perform work or to give advice.

Tutoring: giving advice, correcting and editing text, creating and monitoring a planning and providing feedback by a tutor appointed by ScriptieMaster regarding a product or performance that has to be delivered by the Thesis student in the context of his educational program.

### **Article 2. Applicability**

These terms and conditions exclusively apply to every contract, including any subsequent, amended or additional instructions given to ScriptieMaster or people employed by ScriptieMaster as well as to all legal relations arising from the above, or in connection therewith. The applicability of the terms and conditions of the other party is explicitly rejected.

These terms and conditions also apply for the benefit of any third party that is or will be involved in the execution of a contract or is liable in connection therewith, or can be. Only ScriptieMaster will accept a contract, even if the implied or explicit intention is that an instruction is executed by a particular person. Articles 7:404, 7:407 paragraph 2 and 7:409 of the Civil Code do not apply.

### **Article 3. Formation of the contract**

The contract agreement regarding tutoring is established at the moment when ScriptieMaster and Thesis student have reached agreement on the scope of the tutoring. If none, no special or no deviating agreements concerning the fees incurred by Thesis student, Thesis student owes the fees as set out in these terms and conditions and / or indicated on the website.

### **Article 4. Subscriptions**

#### *4.1. Start and end dates*

Tutoring starts on the day one has accepted the agreement to tutoring. A deviating start date can only be agreed upon in writing. Subscriptions are monthly terminable and adaptable and end on the first day of the week corresponding to the weekday on which the tutoring has started. The minimum duration of a subscription is one month unless there is agreed upon another period explicitly and in writing.

#### *4.2. Extension*

An ongoing subscription will, after the under 4.1 final sentence discussed period with the exception of cancellation, continue automatically and for an indefinite period of time unless agreed upon differently in writing.

#### *4.3. Use of hours*

An hour is defined as a unit of time of 60 minutes. The following mentions of the word 'hours' concern the time that ScriptieMaster is at the disposal of the Thesis student. These hours can be used in parts in consultation (eg 3 x 20 minutes giving feedback on a submitted piece). It is the sole responsibility of Thesis student to use or not use the available hours.

#### *4.4. Lapse of hours*

The minimum number of hours of tutoring that, regardless of the actual consumption, will be charged monthly to Thesis student depends on the purchased subscription or number of credits. The agreed subscription, and the associated minimum number of hours as well as the applicable hourly rate are listed on the order confirmation. An (interim) amendment of the subscription can only be made in writing or by e-mail.

If Thesis student did not spend the concerning minimum number of hours in a given month, the remainder of those hours will be automatically transferred to the next month. Remaining

hours can only be transferred once to the next month. Should the hours in question not be spent the next month, they expire on the first day of the following month without any form of restitution or compensation. Spent hours are first deducted from hours that are transferred from the previous month.

#### *4.5. Extra hours*

The Thesis student can, when accepting the agreement, indicate on the order confirmation that the monthly minimum number of hours associated with the purchased subscription can be exceeded. If Thesis student has spent more hours in one month than the number of monthly hours associated with the purchased subscription and any hours taken together, these additional hours will be charged at the same rate as the subscription of hours. These terms and conditions apply in full regarding these hours. If no agreement has been made after consumption of the intended number of hours, tutoring will be suspended and will be further consulted with Thesis student.

#### **Article 5. Separate hours**

Agreed separate hours do not need to be used within a certain number of days after purchasing it. The number of agreed separate hours and the corresponding hourly rate are listed on the order confirmation. After spending the number of agreed hours, tutoring will be suspended.

#### **Article 6. Reimbursement and billing**

The fee that the Thesis student owes ScriptieMaster will be monthly charged with a payment term of 10 days. When Thesis student does not pay in time, he is legally in default without any notice being required. The fees include the VAT rate that is applicable at the time of entering into the agreement. Should this rate change over time, ScriptieMaster is entitled to bring the then applicable VAT rate from the moment of change into account.

#### **Article 7. Other**

##### *7.1. Disputes*

In case of dispute about the actual number of hours taken or the actual number of hours spent on tutoring ScriptieMaster's administration is presumed to be correct.

##### *7.2. Transfer*

Credits or subscription of hours without the prior written consent of ScriptieMaster cannot be transferred to third parties.

##### *7.3. Obligation*

ScriptieMaster is dedicated to provide the best possible tutoring to Thesis student. However, ScriptieMaster cannot vouch for the assessment of the content and the quality of the (sub)products of the Thesis student. This is and remains the responsibility of the Thesis student and the educational institution. Thus, there is no commitment on behalf of ScriptieMaster.

##### *7.4. Trial*

The first hour of tutoring from ScriptieMaster is considered to be trial. If Thesis student decides after this trial period that the tutoring ScriptieMaster offers does not meet his requirements, Thesis student can cancel the agreement with immediate effect in which only the time spent at the agreed rate will be charged. Thesis student should notify ScriptieMaster immediately but no later than 48 hours after the first tutoring hour and in any event prior to the next tutoring moment by e-mail.

##### *7.5. Responsibility*

ScriptieMaster often bases its advice on the information provided by the Thesis student or his educational institution. Therefore, ScriptieMaster is not responsible for any advice; suggestions and/ or provided indications. Any liability on behalf of ScriptieMaster is limited to the amount paid by Thesis student to ScriptieMaster.

##### *7.6. Expiration of previous commitments*

Unless determined differently in writing, all of the commitments, agreements, quotations and/or offers made by ScriptieMaster expire when entering into the contract for any tutoring.

*7.7. Replacement terms*

If one or more provisions in this agreement shall be void or voidable then authorized content that is identical as much as possible to the drift of the invalid or unenforceable provision shall be entitled to the provision. The remaining provisions of this agreement shall apply in full under these circumstances.

**Article 8. Choice of court and law**

On every agreement exclusively Dutch law is applicable. Any disputes will be referred for settlement to a competent court in the Netherlands.