

Terms and Conditions ScriptieMaster

This text is a translated version of the Dutch terms and Conditions. In case of conflict between this version and the Dutch-language version of these Conditions, the Dutch-language version shall prevail.

Article 1. Terms of use

ScriptieMaster: ScriptieMaster B.V. is located in Rotterdam (Marconistraat 16) and is registered with the trade register (*Handelsregister*) of the Chamber of Commerce (*Kamer van Koophandel*) in the Netherlands under number 59693886.

Scriptant: every natural person or legal entity, which has instructed ScriptieMaster in any way, implicitly or explicitly, to perform work or give advice.

Tutoring: giving advice by one of the Supervisors of ScriptieMaster, correcting and redacting texts, making plans, monitoring a schedule, and providing feedback on a product or a performance to be delivered by the Scriptant in the context of his education.

Supervisor: external expert selected by ScriptieMaster to provide ScriptieMaster with thesis Tutoring to Scriptants. In view of his experience, knowledge and skills, the Supervisor can meet this requirement of ScriptieMaster.

Article 2. Applicability

These terms and conditions shall apply, by way of exclusion, to any contract, including any follow-up, any amended or additional assignment given to ScriptieMaster or to its employed persons, as well as to any legal relations resulting from or related to the foregoing. The applicability of the other party's terms and conditions is expressly rejected.

These terms and conditions shall also apply to any third party who is or may be liable in the performance of a contract or in connection with it. An assignment is only accepted by ScriptieMaster, even if it is the express or tacit intention that an assignment is carried out by a particular person. Articles 7:404, 7:407 section 2 and 7:409 of the Dutch Civil Code shall not apply.

Article 3. Creation of the contract

The intake interview prior to the contact with the Supervisor is free of charge and completely non-committal. The contract of assignment for Tutoring becomes binding at the very moment that ScriptieMaster and the Scriptant have reached a written agreement on the extent of the Tutoring. This written agreement is made by digital consent of the offer or by a written agreement via email or WhatsApp. If no special or no different agreements have been made regarding the fees due by the Scriptant, the Scriptant shall be liable for the fees as set out in these terms and conditions and/or on the website.

Article 4. Termination of contract to order

Two-week withdrawal period

The Scriptant has a two-week withdrawal period. If the Scriptant dissolves the agreement within this period, the Scriptant must pay for the Tutoring which already has been provided. The billed rate is adjusted to the number of hours warged, when applicable. If no form of Tutoring has been given within this period, the amount of 75 Euros will be charged once. If the agreement is terminated after this two-week withdrawal period, the Scriptant must pay the full amount.

Article 5. Packages and Loose Hours

The agreed hours within a package and the separate hours must be used by the Scriptant within six months of its purchase. If the hours cannot be used within this six-month period, an extension may be requested in writing. This extension shall be adopted by agreement. The remaining hours can be used in

the renewal period, provided an agreement has been given by ScriptieMaster. After usage of the number of agreed hours the Tutoring is suspended.

5.1. Use of hours

One hour means a 60-minute unit of time. The following hours relate to the time in which ScriptieMaster is available to the Scriptant. These hours can also be used in parts (for example, 1 x 45 minutes for giving feedback on a submitted piece and 1x 15 minutes of telephone consultation). It is the Scriptant's sole responsibility whether or not to make use of the hours available.

5.2. Decline of hours

The number of hours of Tutoring charged to the Scriptant is, regardless of actual consumption, the number of total hours purchased. If the hours have not been consumed, these can still be used or cancelled, without any form of refund or compensation.

5.3. Purchasing extra hours

If the number of initially purchased hours proves insufficient, the Scriptant must purchase additional hours before extra time is used by the Supervisor. The Scriptant buys these hours himself in the online administration via <https://mijn.scriptiemaster.nl>, or gives his consent to purchase the number of extra hours in an email to the MatchMaker concerned or to customer service via info@scriptiemaster.nl. These additional hours are subject to the same rate as the hours initially purchased and charged. These additional hours are also fully applicable to these additional hours.

5.4 Flexible rebooking

If the Scriptant does not wish to buy a number of hours, or if the purchased hours have been consumed and the Scriptant does not want to buy a few more hours, but is billed for the number of hours consumed by the Supervisor, the Scriptant can activate 'flexible rebooking' in the online administration. The Scriptant is then billed afterwards for the time the Supervisor has used. If no hours have been purchased prior to flexible rebooking, the hourly rate for loose hours booked by the Supervisor applies. If a package has been purchased prior to the flexible rebooking, the time booked by the Supervisor will be the same as for the hours initially purchased and charged. These general terms and conditions also apply in full to the flexible time framed.

5.5 Extra hours consumed

If the Supervisor nevertheless consumes extra time prior to the purchase by verbally pledging to buy extra time for the purchase, this extra time will be paid at the same rate as for the initially purchased and charged hours. These additional hours are also fully applicable to these additional hours. Also, the Tutoring can be suspended after the use of the intended number of hours until further consultation with the Scriptant has taken place.

Article 6. Compensation and invoicing

The fee due by the Scriptant to ScriptieMaster is invoiced to the Scriptant at once or monthly (in case of payment in installments) by the Tutoring with a payment period of ten days. This invoicing is carried out independently of the consumption of the number of hours. In the case of non-timely payment, the Scriptant is by law in default, without any formal notice being required. The fees include the VAT rate applicable at the time of entering into the contract. Should this rate change over time, ScriptieMaster is authorized to charge the applicable VAT rate from the time of change.

Article 7. Other provisions

Article 7.1. Defects; time of complaint

1. Complaints about the Tutoring must be reported in writing to the head office via info@scriptiemaster.nl within seven days of the work in question.
2. If a complaint is declared to be well founded, ScriptieMaster will give it consideration. This could mean, among other things, that work is still carried out by another Supervisor.

7.2. Disputes

In case of disputes concerning the actual number of hours decreased, or the actual number of hours spent on Tutoring, the administration of ScriptieMaster is suspected to be correct.

7.3. Transfer

The hours purchased by the Scriptant from ScriptieMaster are not transferable to third parties without prior written permission of ScriptieMaster.

7.4. Commitment to effort

ScriptieMaster is committed to the best of its ability and knowledge to offer the Scriptant, with whom an assignment agreement has been concluded, the best possible Tutoring. However, ScriptieMaster cannot be responsible for assessing the content and the quality of the Scriptant's (partial) products. This is and remains the responsibility of the Scriptant and the educational institution concerned. This means that, on the part of ScriptieMaster and the Supervisor, there is only a best effort obligation and no guarantee is given for the results of the service, nor is there any obligation to carry out the transactions or a guarantee commitment.

7.5. Too late, cancellation and no-show

Too late

The Scriptant must inform the Supervisor prematurely that the Scriptant cannot honour the appointment. If the Scriptant honours the appointment fifteen minutes later than the agreed time, this late time and other late time may be declared by the Supervisor or the appointment can be cancelled or rescheduled by the Supervisor.

Cancellation

The cancellation means in a written form or through telephone communication, that an agreed appointment for Thesis Tutoring cannot take place. In the event of telephone communication, the Scriptant must actually speak to the Supervisor.

The Scriptant must cancel an appointment made no later than 24 hours before the appointment. In this case, the appointment can be cancelled free of charge. If the appointment is not cancelled/moved on time, the Supervisor can declare an hour. In case of force majeure, that situation will be taken into account.

No-show

The no-show of the Scriptant means not using the Tutoring without cancellation, while an appointment has been scheduled with the Supervisor of ScriptieMaster for this Tutoring.

If the Scriptant does not use the Tutoring for which an appointment has been made together with the Supervisor, an hour can be declared by the Supervisor. In case of force majeure, that situation will be taken into account.

7.6. Responsibility

ScriptieMaster often bases its opinions on information provided by the Scriptant or by his educational institution. ScriptieMaster is therefore not responsible for advice, suggestions and/or instructions provided by this institution. Any liability of ScriptieMaster is limited to the amount spent by the Scriptant at ScriptieMaster.

7.7. Expiry of previous commitments

Unless otherwise specified in writing, the conclusion of the contract to the Tutoring agreement will eliminate any commitments, agreements, offers and/or offers made previously by ScriptieMaster.

7.8. Replacement terms

If one or more provisions of this Agreement are annulled or destroyed, that provision shall be subject to a permitted content, which is as similar as possible to the meaning of the annulled or destroyed provision. In such a case, the other provisions of this Agreement shall continue to apply in full.

Article 8. Choice of law and forum

The Dutch law is exclusively applicable to any contract of services. Potential disputes will be submitted to a competent Judge in Rotterdam, the Netherlands, for resolution.

End of terms and conditions

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