



## GENERAL TERMS AND CONDITIONS STARS AND STORIES® HOLDING B.V.

### Definitions

The following definitions are applied in these General Terms and Conditions:

- “Stars and Stories®”: the private limited liability company Stars and Stories® Holding B.V., registered in the Chamber of Commerce under number 64341550 and trading under the name ‘Stars and Stories®’ and “Reviewclub”.
- “Stars and Stories®”, their subsidiaries:
  - Stars and Stories® SARL, with an address at 41 Rue Camille Desmoulins - 92130 Issy Les Moulineaux, France
  - Stars and Stories® GmbH, with an address at Hiddsenseer Straße 9, 10437 Berlin, Germany
  - Stars and Stories® Nederland B.V, with an address at Madame Curiestraat 24A, 2171TW, Sassenheim, Netherlands
  - Stars and Stories® Europe B.V., with an address at Madame Curiestraat 24A, 2171TW, Sassenheim, Netherlands
- “The Client”: the counterparty with whom Stars and Stories® enter into an agreement.
- “Effective Date”: 1st of January 2019
- “Reviewer(s)”: consumer(s)/individual(s) to whom Client products are made available for a certain period of time for the purposes of having such consumer write one or more review(s).
- “The Services”: the services undertaken by Stars and Stories® on behalf of The Client in gathering online reviews for the Client.
- “Schedule of Service”: The specific schedule (based on the form attached to this Agreement as Schedule A) that governs the specific Services agreed to between The Client and Stars and Stories®.

## APPLICABILITY

- 1)** These general terms and conditions apply to all offers made by Stars and Stories® aimed at entering into one or more assignment agreements with potential clients and all assignment agreements concluded by Stars and Stories® and The Client.
- 2)** These General Terms and Conditions also apply to any additional, subsequent or extra work, unless it has been agreed in writing before concluding an agreement that (parts of) these General Terms and Conditions are deviated from.
- 3)** Insofar as specific provisions are deviated from, the remaining provisions of these General Terms and Conditions fully remain an integral part of the agreement between the parties.

## ARTICLE 1: ASSIGNMENT

- 1)** The assignment agreement is concluded in writing. An assignment can only be concluded by one of the signatories of Stars and Stories®.
- 2)** The Client agrees that Stars and Stories® has the assignment performed under its responsibility, or, if necessary by third parties assigned by Stars and Stories®.

## ARTICLE 2: PRODUCTS MADE AVAILABLE

- 1)** Stars and Stories® is made available the agreed number of products of The Client no later than one week after the conclusion of the assignment unless another period has been agreed upon entering into the assignment.
- 2)** Stars and Stories® receive during the lending period for service purposes, one copy of all sample products Stars and Stories®.
- 3)** Stars and Stories® use the brand, logo, product name and images of the product of the Client in its notifications on various media so that Stars and Stories® can recruit participants on, for example, Facebook, our blog or other social media, to take part in the campaign.
- 4)** Stars and Stories® will not select Reviewers before Stars and Stories® have received (the agreed quantity of) the product from the Client.
- 5)** If the agreed quantity of the product has not been made available by the Client to Stars and Stories® within the agreed period as stated above under 3.1, then Stars and Stories® is authorised to dissolve the Agreement, notwithstanding the Client's obligation to pay the first invoice which was sent upon entering into the Agreement.

## ARTICLE 3: REVIEWERS AND REVIEWS

- 1)** Stars and Stories® select Reviewers on the basis of its expertise and on the basis of the selection questions drawn up by Stars and Stories®.
- 2)** Stars and Stories® deliver authentic reviews. This means that Stars and Stories® does not and will not exert influence on the Reviewers writing the reviews and Stars and Stories® is not liable for the content of the Reviews. Stars and Stories® will also not (try to) change the views as stated in the review(s) of the Reviewer(s) or to remove their reviews/assessments in any way or undo them in any other way.
- 3)** If a website - for which Reviewers send in their Review as instructed by Stars and Stories® - changes its policy making it impossible to place a review, the platform does not (technically) work correctly or for any other reason decides not to publish the reviews of the Reviewers selected by Stars and Stories®, this is not for account and risk of Stars and Stories®, even if this means that it is not possible
- 4)** Stars and Stories® will not share the personal details of its selected Reviewers with the Client unless the Reviewer has given his/her explicit permission for this beforehand and such permission is sufficient under all relevant data privacy laws.
- 5)** In light of that stated in article 3.4 above, the personal details of the Reviewers can never be used by the Client for commercial purposes that are unrelated to the Agreement concluded by Stars and Stories® and The Client.

## ARTICLE 4: RISK

- 1)** Stars and Stories® bear no risk and/or liability for the loss of, theft or any form of damage to the products made available by the Client during the use by the Client, the transport of the product, storage of the product etc.
- 2)** Notwithstanding that stated in the previous subsection, Stars and Stories® will do its utmost to ensure that the product of the Client made available to the Reviewer(s), are returned by the Reviewer to Stars and Stories® after the lending period has ended.
- 3)** Reviewers who fail to immediately return the product after the lending period has ended will receive three reminders from Stars and Stories® via email, after which Stars and Stories® will instruct its lawyer to send the consumer a summons.
- 4)** Stars and Stories® is authorised to demand in the reminders and summons letter that the product is returned or a sum is paid for the replacement of the item. The height of the amount is determined by Stars and Stories®.

**5)** In the event of activities as stated in article 4.2 above, it does not result in the product being returned by the Reviewer(s) to Stars and Stories® or a financial settlement, then Stars and Stories® will consult with the Client to discuss further measures against the Reviewer.

**6)** The costs of these (extra) judicial measures are for the account and risk of The Client, whereby Stars and Stories® will do its utmost to recharge these costs to the Reviewer.

## ARTICLE 5: LIABILITY, INDEMNIFICATION

**1)** The Client guarantees the correctness and safety of the product made available by The Client as part of the assignment. The Client is liable for all the damage suffered and to be suffered by The Reviewer and/or for compensation as a result of any defects of the products made available by The Client.

**2)** If and insofar as Stars and Stories® can be held liable for damage or certain disadvantages suffered by The Reviewer as a result of the use of or any defect of the product of the Client, the Client indemnifies Stars and Stories® against any claims of The Reviewer(s) against Stars and Stories® for payment of damages or any compensation of the disadvantage claimed by The Reviewer.

**3)** In light of that stated in article 3.2 of these general terms and conditions, Stars and Stories® is not liable towards The Client for negative reviews of The Reviewers, nor for any consequence suffered by The Client as a result of any

## ARTICLE 6: PRICE OF THE ASSIGNMENT, ADDITIONAL WORK

**1)** The price for the assignment is stated in the written assignment agreement within the meaning of article 1 and is a fixed fee for the activities described therein for the project/campaign.

**2)** Any adjustments of the activities can, depending on the nature and scope thereof, be regarded by Stars and Stories® as additional work, in which case the price will be adjusted proportionately in consultation with The Client.

**3)** Additional work performed by campaign managers is subject to an hourly fee of EUR 85 excluding VAT. Additional work performed by the management is subject to an hourly fee of EUR 125 excluding VAT.

## ARTICLE 7: PAYMENT

- 1)** Upon signing the assignment agreement, Stars and Stories® immediately sends The Client an invoice for 100% of the price of the assignment.
- 2)** Invoices of Stars and Stories® must be paid within 30 days of the date of invoice. Upon exceeding this period, The Client is legally in default and The Client must pay a delayed interest which is equal to the applicable legal late payment interest plus 2%.
- 3)** In the event of late payment, Stars and Stories® is authorised to suspend the agreed activities after notification thereof to The Client.
- 4)** Even if an event as stated in article 3.3 occurs, The Client still owes the full price of the assignment.
- 5)** The invoice must be made payable into bank account Rabobank NL55RABO0101254261 held in the name of 'Stars and Stories® Europe B.V.' with reference of the invoice number.
- 6)** If Stars and Stories® take debt collection measures against The Client who is in default, then the costs thereof, with a minimum of 10% of the outstanding amount, are payable by the Client.

## ARTICLE 8: TERMINATION ASSIGNMENT

- 1)** In the event the client withdraws the assignment after having signed the assignment agreement (or the granting thereof or an addition thereto) before Stars and Stories® has actually performed the activities involved with the campaign, The Client must pay 50% of the total price of the assignment.
- 2)** In the event the client withdraws the assignment after having signed the assignment agreement (or the granting thereof or an addition thereto) after Stars and Stories® has commenced the activities involved with the assignment, The Client must pay the full price of the assignment.
- 3)** When the assignment has not been fully and/or satisfactorily been performed due to the act or failure to act of The Client or the agreement is dissolved on the basis of article 4.5, then The Client owes the full assignment value at any moment after signing the assignment agreement (or the granting thereof or addition thereto).

## ARTICLE 9: ENGAGEMENT OF THIRD PARTIES

- 1)** Stars and Stories® can engage the services of third parties for the performance of an assignment or in the event of the circumstances referred to in article 4.2 and further, whereby Stars and Stories® will take due care.
- 2)** Stars and Stories® is not liable for any shortcomings of third parties other than that described in article 10 of these General Terms and Conditions.
- 3)** The third parties engaged by Stars and Stories® for the performance of an assignment can invoke these General Terms and Conditions.

## ARTICLE 10: LIABILITY

- 1)** The liability of Stars and Stories® for damage resulting from or related to the performance of an assignment is always limited to the amount claimable under the liability insurance for the case at hand, plus the amount of the own risk pursuant to that stated in the insurance policy.
- 2)** If Stars and Stories® cannot claim any payment pursuant to the above-mentioned liability insurance, then any liability of Stars and Stories® is limited to an amount equal to the amount of the invoice that Stars and Stories® could have invoiced the Client based upon the agreement by Stars and Stories® and the client for a maximum amount of EUR 100.00.
- 3)** All claims lapse no later than two months after an event for which liability could be claimed has taken place, or the moment The Client became aware or should reasonably have been aware of it.

## ARTICLE 11: DISPUTES

- 1)** All agreements between Stars and Stories® and The Client are subject to Dutch law.
- 2)** Any disputes arising from or related to the activities of the office must exclusively be brought before the competent court in Amsterdam.