

# General Terms and Conditions

## CopyRobin

Fine print is a necessary part of doing business. That's why our lawyers make sure we refer to our General Terms and Conditions in all our proposals:

### ARTICLE 1: DEFINITIONS

In these General Terms and Conditions, the following terms, which will be capitalised throughout the text of the General Terms and Conditions, are described as follows:

A. Identification Data: log-in data and password(s) made available by CopyRobin to the Client and required by the Client to access CopyRobin's systems;

B. Editorial Services: the services to be provided by CopyRobin, consisting of editing, correcting, writing, and conducting research for the purpose of improving and writing existing and new texts;

C. CopyRobin: the private limited liability company The Box Office B.V., acting inter alia under the names The Box Office, CopyRobin, and Mediaweb, as well as its legal successors and all companies affiliated with it or with its legal successor(s);

D. Netiquette: the generally accepted rules of conduct on the internet as laid out in RFC 1855 (<ftp://ftp.ripe.net/rfc/rfc1855.txt>) and all its consequent applications and effects;

E. Quotation: any sales quote or offer from CopyRobin to the Client;

F. Client: any natural or legal person who purchases services or goods from CopyRobin, or with whom CopyRobin enters into an Agreement, or with whom CopyRobin is negotiating an Agreement, including the person to whom a Quotation has been made;

G. Subscription: every Agreement between CopyRobin and the Client, as well as every change and addition thereto, on the basis of which CopyRobin provides services, performs work, or delivers goods to the Client.

H. Agreement: legally valid agreement of terms between Client and CopyRobin.

### ARTICLE 2: GENERAL

These General Terms and Conditions apply to all Quotations by CopyRobin, to all Agreements entered into by CopyRobin, both those for the provision of work or services as well as those for the delivery of goods through purchase/sale.

The applicability of other general or special conditions or stipulations is expressly rejected by CopyRobin.

Any further agreements or stipulations that deviate from these General Terms and Conditions are only binding if they are confirmed in writing by CopyRobin to the Client. Any agreed upon stipulations that deviate from these conditions do not entitle the Client to have these same stipulations applied to future Agreements.

Should one or more provisions in these General Terms and Conditions at any time become wholly or partially void or be annulled, the remaining provisions in these General Terms and Conditions will remain fully applicable. In such a case, CopyRobin and the client will jointly agree on new provisions to replace any voided or annulled provisions, while taking into consideration the purpose and intent of the original provisions.

CopyRobin reserves the right to change or expand these Terms and Conditions. Changes will also apply to existing agreements, with due observance of a term of thirty (30) days after the announcement of the change on the CopyRobin website or via (electronic) notification. Changes of minor importance can be implemented immediately.

### **ARTICLE 3: QUOTATION AND AGREEMENT**

A Quotation is non-binding to CopyRobin and only serves as an invitation to enter into negotiations about the establishment of an Agreement.

Quotations are based on the information provided by the Client. Any additional costs, price increases, delays in delivery, and other results of changes, deviations, and errors in this data shall occur at the expense and risk of the Client.

All Quotations are based on the applicable rates on the date stated in the Quotation. Price increases, as a result of changed taxes, changed social security charges, or legislative changes, occurring after the date stated in the Quotation, yet before the time of delivery or service, will be charged by CopyRobin to the Client.

A. If changes are made to wages, employment conditions, or social insurance by the government and/or trade unions between the date of conclusion of the Agreement and the implementation of the Subscription, CopyRobin is entitled to pass on these increases to the Client.

If a new price list is issued by CopyRobin and goes into effect between the aforementioned dates, CopyRobin is entitled to charge the prices stated therein to the Client.

B. If price increases occur as mentioned above in this article, within a period of fewer than 3 months, the Client is entitled to terminate the Subscription.

An Agreement between CopyRobin and the Client is concluded after written (electronic) confirmation of the Subscription by CopyRobin to the Client, or as soon as CopyRobin starts performing work for the Client, whichever of the two events comes first.

### **ARTICLE 4: SUBJECT MATTER OF THE SUBSCRIPTION**

CopyRobin provides and/or delivers to the Client the Editorial Services, work, and goods specified in the Subscription. Client provides CopyRobin with the data required for the Editorial Services in the format specified by CopyRobin. To that end, CopyRobin provides the Client with information regarding, among other things, the format in which the Client's data must be processed.

If the Client requires any changes to the content, scope, or composition of the Editorial Services to be provided by CopyRobin to the Client, CopyRobin is only obligated to comply with these changes to the extent that they, solely at the discretion of CopyRobin in connection with the status of the work, agreements concluded with third parties, and the agreedupon delivery time, are still reasonably possible.

The provisions of Article 3 apply mutatis mutandis to the proposed changes.

The Client is not permitted to resell, re-let, or otherwise assign the use of the Editorial Services to any third parties unless CopyRobin gives its express written permission.

### **ARTICLE 5: OBLIGATIONS COPYROBIN**

CopyRobin will endeavor to the best of its knowledge and ability to maintain the connections between its systems and the internet. CopyRobin cannot guarantee that its systems will be available continuously and without obstruction, nor can CopyRobin guarantee that the Client will be able to access CopyRobin's website at all times. Particularly during maintenance work performed by CopyRobin, the availability of the website may be interrupted. CopyRobin will inform the Client in good time about any anticipated interruption of the internet service.

CopyRobin will endeavor to the best of its knowledge and ability to keep the connection speed and the available bandwidth at an acceptable level. CopyRobin cannot guarantee that the Client's data will be continuously accessible at the same connection speed or that the available bandwidth for the Client's electronic data will always be sufficient.

CopyRobin will endeavor to the best of its knowledge and ability to secure the data stored on its systems. CopyRobin will not make any data stored on its systems available to third parties unless CopyRobin is required to do so on the grounds of regulations or court order.

## **ARTICLE 6: OBLIGATIONS CLIENT**

The Client is obligated to cooperate fully with CopyRobin in order to enable CopyRobin to properly fulfill its obligations arising from the Subscription.

The Client will always provide CopyRobin with all useful and necessary/relevant data or information in a timely manner.

If the data necessary for the execution of the Subscription is not, not in a timely manner, or not in accordance with the aforementioned agreements, available to CopyRobin, or if the Client otherwise fails to fulfill its obligations in this regard, this may lead to the execution of the assignment being suspended.

When using Editorial Services, the Client is obligated to behave in accordance with the Netiquette and in accordance with social standards. In that context, the Client is not permitted to disclose data or to provide CopyRobin with data that is in violation of the law, regulations, public order, or morality, or that can harm the rights of third parties or the good standing of CopyRobin. Such situations exist in any case if data relates to discrimination, obscenity, drugs, firearms, explosives, stolen goods, and the like, or if it includes electronic references (links) to websites where such data is disclosed. CopyRobin is entitled to block access to such data or to remove such data from its systems.

The Client is obligated to identify themselves clearly when using the Editorial Services in order to prevent misconceptions about their identity.

The Client must handle their Identification Data with care. In the event of the slightest suspicion of mis-use of Identification Data by the Client or third parties, or the leakage of Identification Data, the Client must report this to CopyRobin immediately. CopyRobin is authorised to withdraw, adjust, and/ or change Identification Data if the reliability of the Identification Data is at stake.

If cross-border data traffic is used by the Client through the use of Editorial Services, the Client indemnifies CopyRobin against any claims from third parties as a result of this cross-border data traffic.

The Client is responsible for applying for, obtaining, and retaining permits.

## **ARTICLE 7: DELIVERY**

Delivery will not be sent carriage paid, unless parties have explicitly agreed otherwise in writing.

Specified delivery times and periods within which work must be carried out, can never be regarded as strict deadlines unless explicitly agreed otherwise in writing. In the event of late delivery or termination of work, CopyRobin must therefore be given written notice of default. When delivering or performing work in parts, each delivery or phase is considered to be a separate transaction.

The risk concerning the delivered goods is transferred to the Client at the time of delivery.

The risk of items that are under the management of CopyRobin in connection to the work to be performed, remains with the Client. The Client is obligated to have and keep the items adequately insured during the time that the items are under the management of CopyRobin.

If payment in instalments has been agreed upon and the first instalment with the Subscription lapses, the actual delivery will not be required to take place until after the first instalment has been received.

CopyRobin is authorised to demand payment or assurance from the Client concerning the fulfillment of their financial obligations before proceeding to deliver and/or commence work.

## **ARTICLE 8: PROGRESS, PERFORMANCE WORK**

If deliveries or work cannot be carried out normally or without interruption due to causes beyond CopyRobin's fault, CopyRobin is entitled to charge the resulting costs to the Client.

If it appears, during execution of the work taken on by CopyRobin, that the work is impracticable, either as a result of circumstances unknown to CopyRobin or due to force majeure, CopyRobin has the right to demand that the Subscription be changed in such a way that the execution of the work becomes possible, except in cases where the unknown circumstances or force majeure make it impossible. CopyRobin is then entitled to a full remuneration for the work already performed by CopyRobin or for all costs incurred.

All expenses incurred by CopyRobin at the request of the Client are entirely for the account of the latter unless otherwise agreed in writing.

## **ARTICLE 9: TRIAL ASSIGNMENTS**

CopyRobin offers new Clients a free trial assignment.

A trial assignment contains a maximum number of 400 words at a standard level of difficulty.

If the Client wishes to use the trial assignment, they must first upgrade their Subscription to a paid Subscription.

## **ARTICLE 10: URGENT ORDERS**

CopyRobin is able to deliver orders quicker than standard delivery times (2 working days for texts of up to 400 words, 3 working days for texts of 400-800 words, and 4 working days for texts of 800-1.200 words).

The Client will pay CopyRobin a rush fee for urgent assignments according to CopyRobin's applicable price list at the time the order is submitted.

Urgent orders must be agreed upon between the Client and CopyRobin through CopyRobin's website, verbally, or by email.

## **ARTICLE 11: COMPLAINTS / DELIVERY**

The Client is obligated to inspect the goods immediately after receiving the goods or upon completion of the work. If the Client encounters visible errors, imperfections, and/or defects, the Client must notify CopyRobin within 24 hours of receipt of the goods, followed by an immediate written confirmation thereof to CopyRobin.

Other complaints, including with regards to the work performed, must be reported to CopyRobin by email to [info@copyrobin.nl](mailto:info@copyrobin.nl) within 8 days after receipt of the goods or completion of the work.

If the aforementioned complaints have not been communicated to CopyRobin within the periods stated therein, the goods are deemed to have been received in good condition or the work to be performed is deemed to have been properly performed.

Complaints do not suspend the Client's payment obligation.

CopyRobin must be given the opportunity to investigate the complaint.

In the event of rejection of the goods and/or work, CopyRobin will be given the opportunity to repair/re-deliver the rejected goods and/or work, or to still perform the work in accordance with the Subscription.

Processed goods are deemed to have been approved, without the Client retaining any right to claim.

If, after delivery, the nature and/or composition of the goods have been changed or have been fully or partially edited or processed, any right to claim will lapse.

In the event of justified complaints, the damage will be settled under the provisions of Article 20.

## **ARTICLE 12: EDITORIAL WORK**

Editorial Work takes place in consultation with the Client.

The Client will make any data required to perform the Editorial Work available to CopyRobin in due time.

The Client obtains a fully non-transferable license to use the texts supplied by CopyRobin from the moment the Client has fully complied with their obligations under the Subscription with CopyRobin.

The Client is responsible for acquiring licenses from third parties for copyrighted material.

## **ARTICLE 13: RETENTION OF TITLE**

The ownership of goods delivered to the Client by CopyRobin, notwithstanding the actual delivery, will only transfer to the Client after they have fully paid all amounts owing to CopyRobin according to the Subscription.

If the Client fails to fulfill their obligations or there is good reason to fear that they never will, CopyRobin is entitled to remove from the Client or to have removed from the Client any goods delivered to the Client that fall under the retention of title clause. The Client is obligated to provide all cooperation in this respect on pain of a penalty of 10% of the outstanding invoices at that time, payable immediately. In that case, the outstanding invoices will also be due for immediate payment.

## **ARTICLE 14: PRICE AND PAYMENT**

The fee(s) owed by the Client is/are specified in the price list. Prices and rates quoted by CopyRobin are mentioned in euros and excluding VAT and other governmental levies.

CopyRobin is entitled to change its prices and rates at any time. Changes are announced no later than two months before they take effect. If the Client does not agree with the price change, he has the right to terminate the Subscription starting from the date on which the price change takes effect and with due observance of a one month notice period.

Payment by the Client takes place by direct debit within fourteen days of the invoice date without suspension or settlement. If CopyRobin is unable to collect, the Client is in default and interest is payable on the due date equal to 2% per month of the total outstanding amount plus VAT. In that case, the claim can also be passed on and the collection costs will be borne by the Client with a minimum of 15% of the total outstanding amount plus VAT and the aforementioned interest, or with an amount equal to €150,-, whichever amount is the highest.

In the event of late payment, CopyRobin is entitled to immediately suspend its work, deliveries and/or any other obligations towards the Client.

CopyRobin has the right to charge administration costs to the Client for each reminder and the like sent to the Client. CopyRobin will state this in the Subscription and/or on the invoice.

## **ARTICLE 15: DURATION, CONTENT AND TERMINATION OF THE SUBSCRIPTION**

A monthly Subscription is entered into for a minimum of 1 month and is then tacitly extended by 1 month at a time unless the Subscription is terminated in accordance with paragraph 3 of this article.

An annual Subscription is entered into for a minimum of 12 months and is then tacitly extended by 12 months at a time unless the Subscription is terminated in accordance with paragraph 3 of this article.

Each party is authorised to terminate the Subscription by means of cancellation at the end of the contract period, with due observance of a 1 month cancellation period.

Each party is entitled to terminate the Subscription prematurely out of court in writing and by registered post, either wholly or partially, by giving a reasonable period of notice, if the Client is declared bankrupt or if they receive a suspension of payment, whether provisional or not, or if the force majeure situation as referred to in Article 17 lasts or will last longer than three months. Any payment obligations towards CopyRobin that fall before the time of bankruptcy or suspension of payment and/or which relate to already provided Editorial Services or goods become immediately due for payment without any notice of default or judicial intervention being required.

Credits can be obtained within the subscription framework. Credits obtained as a part of a subscription will remain valid for 12 months from the date of purchase, as long as the subscription remains in effect. After 12 months, the subscription credits will expire.

In the event of cancellation, termination or dissolution of the subscription, the credits will expire on the subscription's expiry date.

## **ARTICLE 16: CHANGE IN PROPERTIES OF EDITORIAL SERVICES**

CopyRobin is entitled to change the technical characteristics of its Editorial Services. Before making a change, CopyRobin will inform the Client of the intended changes, with due observance of a reasonable period.

The Client is entitled to terminate the Subscription if the proposed change(s) in the technical characteristics of the Editorial Services result(s) in such a significant change in the functionality of the Editorial Services that the Client cannot reasonably be expected to continue the Subscription. CopyRobin is not obligated to pay any compensation in that case.

## **ARTICLE 17: FORCE MAJEURE**

In the event of a non-attributable failure (force majeure), CopyRobin's fulfillment of the obligations arising from the Subscription will be suspended in whole or in part for the duration of the failure, without CopyRobin being held liable for any compensation. If the aforementioned situation occurs when the Subscription has been partially executed, the Client is obligated to fulfill its obligations towards CopyRobin up to that time.

A non-attributable failure is understood to mean a circumstance over which CopyRobin cannot exercise any influence. Non-fulfillment being the result of, among other things, but not exclusively, the following circumstances is also regarded as non-attributable failure: power failure, technical failure, non-fulfillment or non-timely fulfillment by Client or a third party of the obligations it has towards CopyRobin, and government regulations.

## **ARTICLE 18: LIABILITY**

CopyRobin performs its duties as may be expected from a company in its sector, but does not accept any liability for damage resulting from acts or omissions of its management, its staff or third parties engaged by CopyRobin, except to the extent of intentional and/or deliberate recklessness on the part of its management and/or its managerial staff.

Any liability on CopyRobin's part is, in any case, limited to the amount that in the relevant case is paid out by the insurance taken out by CopyRobin plus the excess of the applicable insurance policy that is payable by CopyRobin. If and insofar no payment is made under an insurance policy, any liability is limited to the amount that the Client owed and paid to CopyRobin under the Subscription for the contract period in which CopyRobin's liability arose, or is limited to a maximum amount of € 5,000.

Any further liability of CopyRobin than is provided for in this article is precluded. CopyRobin explicitly accepts no liability for indirect and/or consequential damage, including damage caused by technical or power failures, business interruption, unavailability or inaccuracy of information provided or due to incomplete or incorrect transfer or reduction of quality of (processed) data, destruction or mutilation of data during the processing of this data or due to omissions or errors in the implementation of agreements arising from the use of the website of CopyRobin, or the content of other websites to which CopyRobin refers electronically (links). The Client will indemnify CopyRobin against claims from third parties in this regard.

Client indemnifies CopyRobin against claims from third parties as a result of the recording and broadcasting of images and/or sound(s) on the internet by CopyRobin pursuant to the Subscription.

The employees of CopyRobin or third parties engaged by CopyRobin to execute the Subscription may, in appeal against the Client, access all means of defense derived from the Subscription as if they were themselves party to the Subscription.

A. In all cases, the period within which CopyRobin can be held liable for compensation of established damage is limited to 6 months, calculated from the moment at which the liability for compensation has been established.

The Client loses their rights against CopyRobin and is liable for all damage and indemnifies CopyRobin against any claim from third parties with regard to compensation if and to the extent that:

A. the Client did not inform CopyRobin by email sent to CopyRobin within 8 days after the discovery of any defect or after the time when the defect in question could reasonably have been discovered, of the existence of the defect in question, in order to be able to start research;

B. aforementioned damage was caused by the Client by incompetent use and/or use contradicting instructions given by CopyRobin or a third party on behalf of CopyRobin;

C. aforementioned damage has arisen because the Client did not act in accordance with the instructions and/or advice given by CopyRobin or a third party engaged by CopyRobin;

D. aforementioned damage was caused by errors or inaccuracies in data, materials, data carriers and the like that were provided and/or prescribed to CopyRobin by or on behalf of the Client;

E. aforementioned damage was caused by instructions from the Client to CopyRobin;

F. aforementioned damage has arisen because the Client themselves or a third party has carried out work on the delivered work on behalf of the Client, without the prior written permission of CopyRobin.

## **ARTICLE 19: INTELLECTUAL PROPERTY RIGHTS**

All intellectual (property) rights on equipment and software made available or supplied to the Client remain exclusively with CopyRobin or its licensors. CopyRobin only grants the Client the non-exclusive, non-transferable right to use this equipment and software.

All intellectual (property) rights that can be exercised with regard to (the result of) Editorial Services belong to the Client, insofar as intellectual (property) rights of third parties do not oppose this and with due observance of the provisions of paragraph 1 of this article.

## **ARTICLE 20: CANCELLATION AND TERMINATION**

The Client waives all rights to terminate the Subscription pursuant to article 6: 265 et seq. of the Dutch Civil Code or any other legal provisions, unless this possibility is explicitly stated in these terms and conditions or if the cancellation has been agreed upon under the following paragraph.

The Client is liable towards third parties for the consequences of the cancellation and indemnifies CopyRobin in this regard.

Amounts already paid by the Client are non-refundable.

## **ARTICLE 21: APPLICABLE LAW AND DISPUTES**

Only Dutch law applies to the Agreement concluded between CopyRobin and the Client. Disputes arising from the Subscription will also be settled under Dutch law.

Any disputes will be settled by the competent Dutch court, although CopyRobin has the ability to bring a case before the competent court in the location where CopyRobin is established, unless the sub-district court judge has jurisdiction in the matter.

With regard to disputes arising from the Subscription concluded with a counterparty established outside the Netherlands, CopyRobin is entitled to act in accordance with the provisions of paragraph 2 of this article or - according to its preference - to submit the disputes to the competent court in the country or state where the Client is established.

## **ARTICLE 22: PRIVACY**

Our process for handling any personal data you provide, is outlined in our [Privacy Policy](#).

## **ARTICLE 23: OTHER PROVISIONS**

Parties guarantee that during the term of the Subscription, and after its termination, they will maintain confidentiality toward third parties with regards to all data, information, and matters that the Client classified as confidential, of which they, their staff, or third parties engaged by them at the time of conclusion and/or implementation of the Subscription took note. Confidentiality must also be observed for data, information, and matters of which the parties, their staff or third parties engaged by them take note at the time of conclusion and/or implementation of the Subscription, of which the Client can reasonably understand the confidentiality without the confidentiality being explicitly indicated. CopyRobin is entitled to use third-party systems or to engage third parties in the execution of the Subscription when delivering Editorial Services.

Nullity of one of the provisions or any of the paragraphs of the provisions in the Subscription does not affect the validity of the other provisions or paragraphs. In that case, the invalid provisions or paragraphs thereof will be replaced by new provisions or paragraphs that correspond as much as possible in terms of content, scope, and purpose with the old invalid provisions or paragraphs. Want to know more about our delivery terms? Please [contact us](#).