



# GENERAL TERMS AND CONDITIONS

## STRIBE

- ENVIRONMENT / MARKETPLACE / COMMUNITY / ACADEMY -

These "**General Terms and Conditions - Stribe**" (hereinafter referred to as: "**General Terms and Conditions**") are applicable to the entire Stribe environment including all disciplines and services and apply to all Users.

We kindly ask you to read these General Terms and Conditions carefully. By using the Environment you have accepted, read and understood these "General Terms and Conditions - Stribe". Additional Terms and Conditions per discipline can be available.

- [Additional Terms and Conditions - Selling via Stribe](#)
- [Additional Terms and Conditions - Purchases from other Parties](#)
- [Additional Terms and Conditions - Investing via Stribe](#)
- [Privacy Statement](#)

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## Article 1 - Definitions

For the purposes of these terms and conditions:

1. Supplementary agreement: an agreement whereby the consumer acquires products, digital content and/or or services in connection with a distance contract and these items, digital content and/or services are provided by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. Additional Terms and Conditions: Additional Terms and Conditions that apply in addition to these General Terms and Conditions. The Additional Terms and Conditions may differ per discipline/service:
  - Additional Terms - Purchases from other parties (consumers and entrepreneurs);
  - Additional Terms - Selling through Stribe (Entrepreneurs);
  - Additional Terms - Invest through Stribe (Investors).
3. General Terms and Conditions: these General Terms and Conditions may be supplemented by Additional Terms and Conditions;
4. Reflection period: the (extra-)statutory period within which the consumer can make use of his right of revocation;
5. Consumer: the natural person who is not acting for purposes relating to his trade, business, craft or professional activity, and may enter into a purchase in the Environment with affiliated Entrepreneur(s);
6. Crowdfunder: a private investor who uses a Partner Platform in order to invest in a project that is offered within the Environment;
7. Durable data carrier: any tool - including e-mail - that enables the consumer or the entrepreneur to store information addressed to him personally in a manner that future consultation or use for a period appropriate to the purpose the purpose for which the information is intended, and that unchanged reproduction of the stored information makes it possible;
8. User: anyone who uses the services within the Environment;
9. Investor: user of the Environment who decides to make an investment in a project. An investor can be a Private Investor or a Crowdfunder;
10. Stribe: ("Stribe") is part of the private limited liability company "TS Vision B.V.". based at (5032 EA) Tilburg, Thornerbeek 15. Operating in the Netherlands under VAT number: NL858498133B01 and, Tilburg Chamber of Commerce 70885850;
11. Discipline: part of the Environment / service made available by Stribe;
12. Environment: the total environment in which a user is located within "Stribe" including website(s) and/or application(s) as mentioned below;
  - Stribe - [www.jointhestribe.com](http://www.jointhestribe.com),
  - Stribe Community - [www.community.jointhestribe.com](http://www.community.jointhestribe.com),
  - Stribe Academy - [www.stribeacademy.com](http://www.stribeacademy.com),
  - TS Vision - [www.tsvision.eu](http://www.tsvision.eu),and any other by "TS Vision B.V." designated website and/or application;
13. Entrepreneur: the businesswise User or legal entity that provides (access to) digital content and/or or offers services to consumers by distance contracts;
14. Distance contract: an agreement between the entrepreneur and the consumer closed within the framework of an organised system for the selling of products on distance, digital content and/or services, whereby up to and including the conclusion of the contract exclusively or the use of one or more remote communication techniques;
15. Private Investor: the natural or legal person with a free capital of at least €1.000.000,00 and who decides to make an investment through the Environment with a minimum amount of €100.000,00 via an appropriate platform.

## Article 2 - Applicability

1. These General Terms and Conditions apply to all products, services and disciplines of "Stribe", its affiliated environment(s) and all Users. Additional Terms and Conditions may include are added per discipline.
2. By using the Environment and the Services as a User, you agree to be subject to these General Terms and Conditions.
3. These General Terms and Conditions can be found on the website of Stribe **[www.jointhestribe.com/generaltermsandconditions](http://www.jointhestribe.com/generaltermsandconditions)** (this page is available when Join the Stribe goes live) and will be sent to the interested party upon first written request.

## Article 3 - Identity of 'Stribe

Stribe offers a community platform (environment) on which various disciplines are offered that relate to sustainability and impact. Disciplines that are offered here:

- |                         |   |  |
|-------------------------|---|--|
| - Marketplace (webshop) | / | sustainable articles / services            |
| - Investment            | / | sustainable investment projects            |
| - Academy               | / | sustainable e-learning / webinars / events |
| - Community             | / | getting in touch with like-minded people   |

Stribe is a part and property of:

### TS Vision B.V.

trading under the name/names:

- |                           |   |  |
|---------------------------|---|--|
| - <i>Stribe</i>           | - | <a href="http://www.jointhestribe.com">www.jointhestribe.com</a> ,                     |
| - <i>Stribe Community</i> | - | <a href="http://www.community.jointhestribe.com">www.community.jointhestribe.com</a> , |
| - <i>Stribe Academy</i>   | - | <a href="http://www.stribeacademy.com">www.stribeacademy.com</a> ,                     |
| - <i>TS Vision</i>        | - | <a href="http://www.tsvision.eu">www.tsvision.eu</a> ,                                 |

and any other by "TS Vision B.V." designated website and/or application.

### Location & visiting address:

Address:	Thornerbeek 15
Postal code & City:	5032 EA Tilburg
Telephone number:	+31(0)6-53891813 (normal call charges)

Office hours:	09:00 - 17:00
E-mail:	<a href="mailto:info@jointhestribe.com">info@jointhestribe.com</a>
Chamber of Commerce number:	70885850
VAT identification number NL:	NL858498133B01

## Article 4 - Disciplines

1. Marketplace (webshop): Environment where Entrepreneurs offer their products, digital content and/or services and where Consumers can purchase these products, digital content and/or services. The following points apply to this discipline:
  - a. Distance Contracts and Additional Contracts entered into by Users are subject to "Additional Terms and Conditions - Purchases from Other Parties" and the general terms and conditions of the party with whom the User has products, digital content and/or services. Returns & Warranty Policy depends on Entrepreneur and/or product, digital content and/or service and is communicated prior to ordering (in the case of absence of which the legal regime applies);
  - b. Entrepreneurs and Consumers are responsible for their own behavior and decisions in the Marketplace environment;
  - c. Reflection period, warranty, conditions and returns are subject to the conditions applicable to the product or what the relevant Entrepreneurs declare applicable to their transactions;
  - d. [Additional Terms and Conditions - Purchases from other Parties](#) (consumers and entrepreneurs);
  - e. [Additional Terms and Conditions - Selling via Stribe](#) (entrepreneurs).
2. Investment: Environments where Entrepreneurs with a financing issue can place their project. Investors may invest in such project(s). For investments, the Additional Conditions - Investing via Stribe apply.

### **Stribe:**

- a. Facilitates a digital platform for the display of projects in the Environment Investment;
  - b. sends Crowdfunders to the connected Crowdfund platform, where the applicable agreements and general terms and conditions of the partner Crowdfundplatform in apply at all times;
  - c. will create an anonymous environment for Investors within Investment in which new propositions can be communicated behind the scenes;
  - d. will not take any responsibility or liability and will in no way give advice on projects that are made available. Stribe serves herein as a showcase platform and is in no way responsible or liable for inaccuracies and risks of projects presented or proposed. or investments made.
3. Academy: Surroundings where Users can purchase and manage digital, offline or otherwise, content and/or services.

### **Stribe and Stribe Academy:**

- a. Offer Users of the Stribe Academy a portal through which the User can manage purchased digital content and/or services;
- b. offer different parties who can offer online and/or offline content and/or services;
- c. provides an environment where all Users can attend trainings, seminars, and/or workshops purchased online and/or offline, or made available free of charge within the Environment.

4. Community: safe Environment for Entrepreneurs, Investors and Crowdfunders where they can connect with others within the same interest groups. Various activities take place in the Community including free learning, use of videoconferencing and a chat function. Stribe and [community.jointhestribe.com](https://community.jointhestribe.com) will:
  - a. share information and news with Users of the Community;
  - b. share various activities for the Users of the Community;
  - c. monitor behavior of Users.

## Article 5 - Use Environment

1. When using the Environment, the User must comply with the Dutch and other applicable laws or regulations.
2. User may not distribute the following via the Environment:
  - a. Copyrighted works of third parties or otherwise intellectual property from third parties without permission or license;
  - b. Pornographic videos, images or other media with erotic content;
  - c. Texts or images that are offensive, racist, discriminatory or hateful;
  - d. Unsolicited advertising (spam);
  - e. Wrong or misleading information; and/or
  - f. Viruses, malware, spyware or other software intended to damage computers of us or other Users.
3. User may not create an account under someone else's name or access any other pretending to be somebody else.
4. User may not approach other Users for commercial purposes other than for which the Environment is intended.
5. If User wishes to report another User who misuses the Environment, he/she can Send a message to [info@jointhestribe.com](mailto:info@jointhestribe.com).
6. Stribe reserves the right to modify the information provided to the User or be omitted before it is made known to Users and/or published in the Environment.

## Article 6 - Liability

1. Stribe is not a party to any agreements made between Users. In the event of a conflict between Users, it is up to the relevant Users to resolve it among themselves.
2. Stribe is only liable for direct damage caused by gross negligence or wilful misconduct of Stribe and up to a maximum of once the amount, of the purchased product / service via the Environment, as mentioned in the invoice.
3. Stribe is not liable for damages that are or can be the result of any act or omission as result of the information in the Environment or that of Stribe:
  - a. linked websites, even in case of inadequacies;
  - b. inaccuracies in the information made available by us.
4. Stribe is not responsible for errors and / or irregularities in the functionality of the Environment and is not liable for failures or other reasons for any duration unavailability of the Environment.

5. In accordance with applicable data protection legislation, Stribe will: a) only process personal data of the User on explicit written instruction of the User; b) take appropriate technical and organizational measures to protect personal data of the User against unauthorized or unlawful processing and unintentional loss or damage; and c) only send personal data of the User to countries outside the European Economic Area if they provide an adequate level of protection for the rights of the data subject, as determined by the European Commission.
6. Stribe takes all reasonable care to protect the data of Users and third parties. Stribe is not liable for loss of data or unauthorized access to data that occurs despite the care taken by Stribe. Stribe is also not liable for loss of data or unauthorized access that occurs during the transmission of data over public networks or during the use of networks and systems of third parties

## Article 7 - Complaints

1. Stribe strives to respond to submitted complaints within a period of 5 days as from the date of receipt.
2. General complaints regarding the Marketplace can be sent directly to [info@jointhestribe.com](mailto:info@jointhestribe.com).
3. Complaints regarding and/or addressed to an Entrepreneur, should first be recorded with the Entrepreneur in question. If this is not done, the complaint can be forwarded to [info@jointhestribe.com](mailto:info@jointhestribe.com). Stribe can never be held responsible for damage caused by the Entrepreneur to the customer.

## Article 8 - Involvement of third parties

1. Stribe is entitled to involve third parties in the performance of the services, where necessary. Stribe is not obliged to inform the User of this in person. Use of the services of Stribe implies that the user authorizes Stribe to accept any limitations of liability of third parties also on behalf of the user.
2. Stribe takes the utmost care when engaging third parties. However, Stribe is not liable for the acts or omissions of these hired third parties, unless there is a matter of intent or gross negligence on the part of Stribe.

## Article 9 - Invalidity

1. If any provision of these General Terms and Conditions should prove to be null and void or non-binding, Stribe and User shall remain bound by the other provisions of these General Terms and Conditions. Stribe will replace the void or non-binding provision(s) by a provision that is and whose purport is as much as possible the same as that of the provision(s) to be replaced, taking into account the purpose of these general terms and conditions.

## Article 10 - Amendments

1. Stribe reserves the right to unilaterally amend, supplement and/or modify these "General Terms and Conditions" at any time without any obligation or notification to Users. The most current version of the "General Terms and Conditions" can be found in the Environment. By visiting the Environment, the User is informed of the current "General Terms and Conditions" [www.jointhestribe.com/algemenevoorwaarden](http://www.jointhestribe.com/algemenevoorwaarden) (this page is available when Stribe goes live).

## **Article 11 - Other provisions**

1. Stribe may at any time make adjustments to the design or functioning of the Environment, including the underlying technical mechanisms.
2. These "General Terms and Conditions" do not only apply to Stribe, but also to other persons who are involved or have been involved in the use of services or on whom any liability rests or could rest in connection therewith. This also applies to their legal successors under general title.

## **Article 12 - Applicable law and choice of forum**

1. These "General Terms and Conditions - Stribe", and all non-contractual rights and obligations arising therefrom, shall be governed in all respects by the laws of the Netherlands, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
2. All disputes between Stribe and Users shall in the first instance be settled by the competent court of the District Court of Zeeland West-Brabant, unless the law dictates the jurisdiction of another court.