



## ADDITIONAL PREREQUISITES

### SELLING VIA STRIBE

- ENTREPRENEURS / STRIBERS -

These "**Additional Terms and Conditions - Selling via Stribe**" are a supplement to the "**General Terms and Conditions - Stribe**".

We kindly ask you to read these carefully. By registering as a Striber via Stribe, you agree to accept and comply with these "**Additional Terms and Conditions - Selling via Stribe**" as well as the "**General Terms and Conditions - Stribe**" and you will accept the conditions of the attachments;

- [General Terms and Conditions - Stribe](#)
- [Additional Conditions - Purchases from other Parties](#)
- [Information for Stribers](#)
- [Annex 1 - Commission](#)
- [Annex 2 - Service Agreement](#)

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## Article 1 - Definitions

In these "Additional Terms and Conditions - Selling via Stribe" ("ATC-SvS") the following terms shall have the following meanings:

1. Articles: all products of which Stribe has made known that these may be offered by Stribers in the Environment.
2. ATC-SvS: "Additional Terms and Conditions - Selling via Stribe": these additional provisions that apply together with the "General Terms and Conditions - Stribe".
3. Payment Provider: the external service provider that provides Stribe with electronic payment options, such as but not limited to bank transfer, credit card payment and payment by mobile phone.
4. Content: (a part of) the specifications of Articles in the Environment, which specifications and Articles can be adjusted by Stribe at any time, consisting of, among other things, text, images and technical specifications, which Stribe makes available for the benefit of the Stribers.
5. User: every visitor of the Environment.
6. Stribe: (hereinafter: "Stribe") is a part of the private limited company "TS Vision B.V.". established at (5038 JL) Tilburg, Hart van Brabantlaan 12-14 (Het Laken). Operating in the Netherlands under VAT number: NL 858498133B01 and, Chamber of Commerce Tilburg 70885850.
7. Client: a User of the Environment who buys a product via the Platform.
8. Purchase Agreement: the agreement between the Entrepreneur and a Client for the purchase and sale of an Article via the Platform.
9. My Stribe Account > My Stribe: the account created by the Striber or by Stribe, in the Environment.
10. Environment: the total environment in which a user is located within "Stribe" including website(s) and/or application(s) as mentioned below;
 

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

 and any other by "TS Vision B.V." designated website and/or application.
11. Entrepreneur(s): hereinafter also referred to as Striber(s): being a legal or natural person who has been registered with the Chamber of Commerce in the Netherlands for at least 10 weeks and has a VAT number, has created a My Stribe environment, has accepted the "General Terms and Conditions - Stribe" and these "ATC-SvS" and has been accepted by Stribe as a seller.
12. Platform: the environment in which Other Parties offer their products, falling within product categories designated by Stribe, to Users.
13. Product(s): products, digital content and/or services.
14. Other Party's Return & Warranty Policy: is additional information on how to deal with another Party's return and warranty policy.
15. RMP: the relevant market price.
16. Stribe Marks: the Stribe and Stribe logos, word and figurative marks, as well as other distinguishing marks.
17. Total price: the Retail Price including shipping costs.
18. Reimbursement: the commission charged by Stribe to the Striber on the Selling Price, consisting of a fixed and a variable component, as set forth in Appendix 1 - Committee.

19. Selling Price: the price including VAT, where applicable disposal fee, and any other possible government-imposed amounts charged to the Customer.

## Article 2 - Applicability

1. These "Additional Terms and Conditions - Selling via Stribe" apply to all offers and contracts to buy and sell products at Stribers via the Platform (hereinafter to be referred to as: "ATC-SvS"). These "ATC-SvS" can be consulted digitally at the Environment of Stribe [www.jointhestribe.com/additionaltermsandconditions-sellingviastribe](http://www.jointhestribe.com/additionaltermsandconditions-sellingviastribe) (this page is available when Stribe goes live) and will also be sent to the interested party upon first written request.
2. Deviations from the provisions of these "ATC-SvS" can only be made in writing, in which case the remaining provisions will remain in full force and effect.
3. Stribe has the right to change these "ATC-SvS" from time to time. The amended terms and conditions will apply as soon as they are published on the site. It is therefore advisable to consult these "ATC-SvS" before creating an account on Stribe.

## Article 3 - My Stribe Account

1. Each Striber must create a My Stribe account in the Environment before the Striber Items can be offered or sold on the Platform.
2. Registration as Striber implies acceptance of the General Terms and Conditions and these ATC-SvS, as well as compliance with the information on the Information for Stribers page.
3. In order to act as Striber, Striber:
  - a. have been registered with the Chamber of Commerce in the Netherlands for at least 10 weeks;
  - b. have a VAT number;
  - c. have an account in Stribe;
  - d. have created a profile in the My Stribe Environment;
  - e. to confirm that the General Terms and Conditions and these ATC-SvS have been accepted;
4. From the moment the My Stribe environment is created, Striber is entitled to offer Articles on the Platform in accordance with the ATC-SvS.
5. The Striber can only participate in one My Stribe discipline in the Environment with one brand/trade name. If the Striber wishes to offer Articles via the Platform under more than one brand/trade name, the Striber must indicate this to Stribe.
6. The Striber is at all times fully responsible for the use that is made of the Environment and for those who gain access to the Environment through or from the Striber. Stribe shall at all times be entitled to suspend or terminate the Striber's use of the Environment for any reason it sees fit.
7. If Striber fails to meet any payment obligation to Stribe, whether or not pursuant to these ATC-SvS, Stribe shall be entitled to suspend the use of the My Stribe Environment by Striber, until such time as this payment obligation has been met.
8. Striber is responsible for the accuracy of the data in its My Stribe environment.

## Article 4 - Offer

1. The Striber can offer new and used items. The Articles must meet the conditions as listed on the page Information for Stribers.
2. Stribe is solely entitled to determine which product categories and/or subcategories may be offered on the Platform and/or may be added to the Platform, as well as from what time this becomes possible. Stribe is also entitled to remove product categories and/or subcategories from the offer on the Platform, without Striber being able to enforce any rights as a result thereof. Stribe reserves the right to exclude certain Articles from the product categories and/or subcategories.
3. The product categories and/or subcategories opened by Stribe are listed on the Information page for Stribers, including the product categories and/or subcategories. These product categories and/or subcategories may be changed unilaterally by Stribe from time to time. If such an amendment is unreasonably onerous for the Striber, he is entitled to terminate his participation in My Stribe by giving one month's written notice.
4. Stribe is free to no longer allow the Striber to offer certain Articles on the Platform. Striber will cease offering the Article in question with immediate effect, and will cease offering the Article at Stribe's request. Should the Product nevertheless still be offered on the Platform, Stribe itself is entitled to remove the offer of the Article in question.
5. In order to protect Stribe and the Platform, Stribe strives for a positive price perception among its Clients. Therefore, Stribe will in principle fix an RMP (Relevant Market Price) for each Article on its Platform from time to time. Stribe will determine whether the same Articles will not be offered at a cheaper price elsewhere, and if so, it will instruct Striber to adjust its prices accordingly. Striber must inform Stribe of competitive prices at Striber's first request.
6. The RMP will be set at the lowest outcome of the methods listed below.
  - a. the lowest Selling Price of the Article used by so-called "relevant suppliers" outside the Environment; or,
  - b. the lowest last known Selling Price of the Article; or,
  - c. the most common Selling Price of the Article in the 90 days preceding the calculation of the RMP.
7. Stribe has the right not to include the offer or certain information mentioned by Striber with regard to the offer on the Platform, or to remove it from the Platform, if in Stribe's opinion this is not correct or misleading, or is done in violation of these terms and conditions, or if in Stribe's opinion this may be detrimental to the good name of Stribe, the Platform or third parties.
8. The "Return & Warranty Policy of the Other Party" must be observed by the Client with regard to a return and/or cancellation.

## Article 5 - Order and delivery

1. A User can order an Article offered by a Striber via an order process at Stribe.
2. An order for an Article offered by Striber will then be processed in accordance with what is stated on the page Information for Stribers.
3. If Striber receives an order via Stribe, Striber is not entitled to process the order outside the procedure as described on the page Information for Stribers.
4. For the sending of orders, whether or not placed with several Stribers, the Striber shall make use of the packing slip generated digitally for that purpose by Stribe per separate Striber, and made available to the Striber in question. The Striber will print this packing list and will not make any changes to it.

5. Striber acknowledges that only orders with an address in the delivery area indicated by Striber may be accepted via the Platform.

## Article 6 - Customer relationship

1. If a Client of the Platform proceeds to purchase an Article offered by the Striber, a Purchase Agreement will be concluded between the Striber and the Client. Striber is obliged towards the Client to observe the "General Terms and Conditions" of Stribe as described above and the "Additional Terms and Conditions - Purchase from Other Parties".
2. Striber acknowledges that Stribe is not and/or shall not become a party to this Purchase Agreement. However, Clients must accept the "Ancillary Terms and Conditions - Purchases from Other Parties" before they can enter into a Purchase Agreement with the Striber via the Platform. These "Ancillary Terms and Conditions - Purchase from Other Parties" apply between Stribe and the Client and govern the service to be provided by Stribe, being the Platform, and the use thereof by the Client. Stribe is entitled to amend the "Additional Terms - Purchase from other Parties" from time to time.
3. Striber is responsible, at its own expense and risk, for the proper performance of the Purchase Agreement. Striber acknowledges that in accordance with the provisions of these ATC-SvS and the "Additional Conditions - Purchase from Other Parties", the Client may apply to Stribe. Striber will fully indemnify Stribe against any liability of Stribe by any Client as a result of or in connection with the conclusion and/or execution of the Purchase Agreement.
4. Striber acknowledges that Stribe applies the so-called "Service Agreement", as included in Appendix 2, and that Stribe reserves the right to block the My Stribe environment in the event that Striber does not comply with this "Service Agreement". Stribe reserves the right to change the "Service Agreement".
5. Striber will provide Stribe with the track & trace number of all Articles sent by Striber for the purpose of Striber's monitoring of Striber's compliance with the "Service Agreement" referred to in appendix 2.
6. The so-called "after-sales", including but not limited to customer service, warranty and settlement of returns, is entirely at the expense and risk of the Striber. The Striber guarantees that questions it receives from Customers will be answered within twenty-four (24) hours (on working days).
7. Striber acknowledges and accepts that Customers may participate in an evaluation system (on the basis of which the Striber obtains a so-called "rating") and may also write reviews of the Striber and place them or have them placed on the Environment. Stribe has no influence on these reviews and will not censor them, unless Striber demonstrates that a review is in violation of laws or regulations, public order and/or morality, only concerns a product review or is about another Striber, contains (a) personal data or a URL or is fraudulent. Such reviews may be removed by Stribe as soon as it becomes aware of them.
8. Striber is obliged to make its offer as well as the execution of the Purchase Agreement in accordance with applicable laws and regulations and the "Additional Terms and Conditions - Purchases from Other Parties" (from Stribe, as amended from time to time). Striber is not entitled to deviate from this, or to (re)conclude a sale with a Client outside the Platform.
9. Stribe will send Clients a confirmation by email after the Purchase Agreement has been concluded. For the rest, contact with the Client takes place in accordance with the stipulations on the page Information for Stribers. Striber hereby irrevocably authorizes Stribe to communicate directly with the Client on behalf of and at the expense and risk of the Striber regarding the formation and content of the Purchase Agreement. Stribe never becomes a party to the Sales Agreement.

10. In principle, Stribe will only accept Clients who align themselves with Stribe's vision and mission. Stribe reserves the right not to accept Clients at any time. Striber hereby grants Stribe the irrevocable right to act in Stribe's name and to the exclusion of Striber.

## Article 7 - Payments

1. The Striber shall pay Stribe a Fee (commission) per Article sold via the Platform. This fee (commission) consists of 2 elements, a fixed fee and/or a variable fee, unless the Purchase Agreement is dissolved by a Client within the period stated in the "General Terms and Conditions". The amount of the Fee per product category is included in "Appendix 1 - Commission" and can be found on the page Information for Stribers.
2. Striber acknowledges that Stribe is entitled to unilaterally adjust the amount of the Fee for each subcategory and/or product category twice a year. If the change is unreasonably onerous for Striber, the latter is entitled to terminate participation in My Stribe by giving one month's written notice. The Striber will be informed of this prior to the commencement of the amendment in a manner and at a time that timely notice is possible.
3. Stribe will set up the Platform in such a way that Clients pay Stribe or its Payment Provider the Total Price. The Payment Provider will pay the Striber the Total Price minus the Fee.
4. Striber is not entitled to accept payments made directly to it by the Client. In that case, the Striber will refund the Customer the amount received and point out to the Customer that payment can only be made via Stribe. By doing so, Striber accepts that a payment made by a Client to Stribe releases the Client from its obligation to pay to Striber.
5. The Total Price of each Product offered by Striber on the Platform may not exceed the Total Price for which Striber offers the relevant Product on its own website. If the Customer can demonstrate that the Total Price of a Product at the time of its purchase via the Platform is higher than the Total Price charged by Striber on its own website, Striber shall pay the Customer this difference plus a coupon fee of a maximum of five euros (€5). Stribe is entitled to recover this amount (Total Price Difference + Couplance Fee) from Striber and pay it to the Client.
6. If a Purchase Agreement is dissolved, whether or not within the term stated in the "General Terms and Conditions", the Client must contact Striber directly in order to have a payment returned. Stribe is not a party to this and is not involved in whether or not to refund the amount paid by the Client and/or exchange the Article in question.
7. If a Purchase Agreement is dissolved within the term stated in the "General Terms and Conditions", Striber will receive from Stribe the variable and fixed fee already paid, whereby a maximum of one "fixed fee" will be withheld and not returned to Striber per Purchase Agreement.
8. If a Purchase Agreement is dissolved after the period stated in the "General Terms and Conditions", Stribe will retain the full fee (fixed fee + variable fee). No fee will be returned to Striber.

## Article 8 - Services Stribe

1. The payments received by Stribe will be deposited by the Payment Provider, after deduction of the Fee as stipulated in article 6.1 of these GC-VvS and any settlement(s) in accordance with article 7.3 of these GC-VvS, into the account number specified by Striber. Payment will be made directly by the Payment Provider at the moment a payment is made by the Client in the Environment. Stribe will draw up an overview for these payments.
2. Stribe has the right to set off all amounts to be withheld from Striber in accordance with these GC-VvS against the payment of the payments to be received by Stribe as mentioned in article 6.2.

3. Stribe has set up the Fee as described in Appendix 1, which a Striber pays Stribe, with the Payment Provider and the webshop module used. Any shipping costs paid by the Client will be paid to the Striber.
4. For the benefit of its Stribers, Stribe has not concluded any agreement(s) with logistics companies for the delivery of Articles.

## Article 9 - E-mail communication between the Striber and the Customer

1. Stribe has no e-mail application for the purpose of communication between the Client and the Striber (including the after sales obligations of the Striber).
2. All communication relating to an Article of the Striber shall be made directly through the Striber. Both the Striber and the Customer are entitled to retain this communication. Stribe plays no part in this and will only request communication when necessary.
3. Stribe will only store communication if this is direct communication with Stribe.
4. Striber agrees to any use of communication and gives Stribe permission to store, view and use the communication in accordance with the provisions of paragraph 2 of this article.
5. Communications by email will be stored by Stribe for a maximum of two years.

## Article 10 - Use of Content

1. If Striber offers Articles via the Platform that are included in Stribe's product offering, the so-called catalogue, then when Striber offers the Article in question on the Platform, Stribe will display an image together with the accompanying information, insofar as Stribe has this available.
2. Striber only acquires the non-exclusive non-transferable right to use the Content in accordance with these ATC-SvS, and solely for the purposes of sale via the Platform. In doing so, Striber will at all times immediately follow any and all instructions given by Stribe from time to time. Striber will never use the Content in a misleading way or in a way that is somewhat harmful to Stribe. If Striber makes alterations to existing Content, such alterations must comply with the content requirements set by Stribe in this Article 9, which requirements may be altered by Stribe from time to time.
3. If Striber wishes to offer articles on the Platform about which Stribe has no information available, Striber must provide Stribe with the required (product) information. This (product) information must meet the content requirements set by Stribe in this Article 10, which requirements may be changed by Stribe from time to time.
4. Striber guarantees that:
  - a. the Article descriptions do not contain any references to discounts, guarantee schemes, "sales cries" or other products;
  - b. the Article descriptions do not contain URLs to own or other websites;
  - c. the images do not contain any discount labels, watermarks, company names and/or company logos;
  - d. the Articles do not infringe any third party rights, including, but not limited to, intellectual property rights;
  - e. the (product) information provided does not infringe on the rights of third parties, including, but not limited to, intellectual property rights (e.g. trademark rights, trade names, patents, copyrights, image and portrait rights);
  - f. the (product) information provided by him is in the Dutch and English language.
5. Striber hereby grants Stribe the right to unrestrictedly use, reproduce and publish the (product) information obtained from Striber, and all product information generated by



communications from Customers or other users of the Striber's products within the Environment, in all media already known or yet to be developed.

6. Stribe is at all times entitled to remove, modify or adapt supplied (product) information in order to make this (product) information meet the requirements set forth in this Article 10.
7. Stribe is not obliged to make use of (product) information supplied by Striber or to display this (product) information on the Platform.
8. Striber must supply the (product) information to Stribe in accordance with the conditions as included on the page Information for Stribers.
9. Striber fully indemnifies Stribe against all damages and/or costs of whatever nature resulting from the non-performance of one or more obligations of this Article 10.

## Article 11 - Privacy

1. Stribe shall only provide the Striber with the personal data of Clients (hereinafter: Client Data) insofar as these Client Data are necessary for the Striber to carry out the Purchase Agreement, including the so-called after-sales obligations, or if the Client has given its tacit consent to this, whether or not by entering into an agreement. The name, address and domicile (hereinafter referred to as: "name and address details") and telephone number are in any case included if a delivery appointment has to be made.
2. De Striber guarantees that it will only approach Customers in connection with the execution of the Purchase Agreement and the obligations arising from the Purchase Agreement and will never commercially exploit or use Customer data. De Striber will only use the Client Data and include or have included the Client Data in one of its data files in order to carry out its obligations as referred to above and to comply with its accounting obligation. Even after termination of the My Striber environment, the Striber is not entitled to commercially exploit or use Customer data. In the event of violation of the provisions of this Article, Striber shall be liable for all damages suffered by Stribe.
3. Striber shall treat all Client data in accordance with all applicable laws and regulations (including but not limited to the General Data Protection Ordinance).
4. Stribe does not guarantee the accuracy of the (personal) data (supplied by Clients).

## Article 12 - Guarantees and obligations

1. The Striber represents and warrants that it is entitled to accept, comply with and grant the rights granted by these GTC and the page Information for Stribers.
2. De Striber warrants that:
  - a. only Articles are offered that are in stock at De Striber or for which De Striber guarantees that the Articles can be delivered within the stated delivery time;
  - b. ninety-eight percent (98%) of the Articles will be delivered at all times within the delivery time stated by the Striber on the Platform, unless the Striber has agreed a different delivery time with the Customer;
  - c. only Articles will be offered in the product categories opened up by Stribe;
  - d. the Articles offered by it are its property, the Articles and the offer are not misleading or otherwise contrary to applicable laws or regulations, that it is authorized to offer these Articles for sale on the Platform and to alienate them, and that the Articles offered are always the original Articles and are not counterfeit Articles;
  - e. the offer on the Platform will comply with Dutch legislation and regulations;
  - f. the Articles function properly and do not show any defects;
  - g. the Articles it offers and the (product) information it provides does not infringe any rights (such as, but not limited to, intellectual property rights);



- h. the actions of the Striber and/or Articles of the Striber will not harm the reputation and/or image of Stribe or the Environment;
  - i. it acts in accordance with the General Terms and Conditions of Purchase from other sellers, as well as all applicable laws and regulations;
  - j. it acts at all times in accordance with the guidelines and instructions of Stribe with regard to the use of the Platform.
3. Striber will indemnify Stribe against all damages of claims against Stribe as a result of its failure to comply with the warranties of this article.
4. Striber is not permitted to send advertising messages with the delivery of Articles to the Clients, or otherwise deliver commercial messages to the Clients.

## **Article 13 - Intellectual property rights**

1. Stribe acquires the non-exclusive, non-transferable right to use the Striber's pictorial and word mark for as long as the Striber Articles are offered on the Platform in the Environment as well as in communications and advertising in all media for the benefit of (the offer of) the Platform.
2. Striber acknowledges that all (intellectual property) rights concerning the Environment, the design, the Content, and all Striber trademarks and logos are and remain the property of Striber, and may not be used in any way by Striber without prior written permission from Striber. The Striber will always fully respect the intellectual property rights and all other rights of an exclusive nature of Stribe and third parties.
3. Under no circumstances will Striber in its own name, file and/or register a trademark or domain name registration containing the element "jointhestribe", "Stribe", "TS Vision", Stribe Academy, Stribe Community and/or "Stribe Plaza", "Stribe Market", "Stribe Marketplace" or an element or logo resembling it. Any use of Stribe's Trademarks and/or logos by Striber requires the prior written approval of Stribe.
4. Striber agrees that all Content supplied, which Stribe uses in the Environment, is the property of Stribe, and can only be removed or modified by Striber upon written request, Striber reserves the right to reject a request.

## **Article 14 - Termination of Stribership**

1. Stribe shall at all times be entitled, without giving reasons, not to grant a Striber a My Stribe Surrounding, to impose additional requirements for the grant of a My Stribe Surrounding, to block an already created My Stribe Surrounding, or to terminate the Striber status with immediate effect. This will, for example, be the case if Stribe suspects that one or more of the applicable terms and conditions is being violated, there is fraud, the use of the My Stribe Environment disrupts the proper functioning of Stribe's Environment, or in Stribe's opinion may be detrimental to the good name of Stribe or third parties.
2. Stribe is also at all times entitled to no longer make the functionalities available to the Stribersschap.
3. Stribe shall also at all times be entitled to leave and use any Content placed and/or supplied by a Striber to the Environment within Stribe. Ownership of blogs/ vlogs/ journals/ stories is transferred to Stribe at the moment they are submitted or posted, and the entitled party transfers ownership to Stribe with acceptance of these additional terms and conditions where required.

## **Article 15 - Consequences of termination of Stribership**

1. If, for any reason whatsoever, the Striber's Sheldom is terminated:
  - a. the My Stribe Environment will be blocked;

- b. the Striber is no longer entitled to use the Content, the Articles and the Stribe trademarks (insofar as such right already existed).
2. Striber may not claim any compensation from Stribe in connection with Striber's termination of the Striber Association, and Striber hereby waives any right to any compensation or damages.

## Article 16 - Liability

1. The Striber is fully responsible and liable for the use of the My Stribe environment.
2. Striber fully indemnifies Stribe against all damages and/or costs of whatever nature arising from the non-performance of one or more obligations under these terms and conditions.
3. In its activities under this agreement, Striber undertakes to fully comply with all applicable privacy laws and regulations, such as the General Data Protection Ordinance, and indemnifies Stribe against all damages and/or costs of whatever nature in connection therewith.
4. Unless there is intent and/or gross negligence on the part of Stribe, Stribe is in no way liable for damages and/or costs of whatever nature incurred by Striber in connection with the use of the Platform, the My Stribe Environment, the Content and/or the Articles, such as - but not limited to - damages and costs as a result of the improper functioning of the Platform, technical malfunctions, incorrect Content Information, etc.
5. In the event that the exclusion of liability as referred to in Article 16.4 is declared null and void, in whole or in part, or is annulled by a competent court, the parties hereby agree that Stribe will in that case only be liable for the direct and demonstrable damage/costs suffered/ incurred (with the exclusion of consequential/indirect damage/costs) and this liability for these direct damage/costs in total will never exceed € 500,-- (in words: five hundred euros) per year.

## Article 17 - Other

1. The Striber shall never impersonate any agent or representative of Stribe and, in particular, shall not make any promises or commitments for or on behalf of Stribe. De Striber shall fully indemnify Stribe against any and all damages and/or costs of whatever nature arising from any failure to comply with this Article.
2. Striber shall not be entitled to transfer (part of) his/her Striberhip to a third party, unless Stribe has given its prior written permission to do so.
3. Stribe is at all times entitled to change these "ATC-SvS" and the page Information for Stribers. The amended "ATC-SvS" will be effective from the moment they are placed on the Environment. If a Striber continues to make use of the My Stribe environment thereafter, the Striber accepts the applicability of the modified "ATC-SvS" and/or the Information for Stribers. It is therefore advisable to consult the ATC-SvS and the Information for Stribers before using the My Stribe environment. In the event that the amended "ATC-SvS" and/or the Information for Stribers are not acceptable to Striber, Striber has the right to terminate the Striber's partnership. Striber will inform Striber at least 2 days prior to placing an amended ATC-SvS.
4. Should any provision of these "ATC-SvS" be contrary to applicable law, it will be amended to be in accordance with applicable law, as much as possible with due observance of the purport of the provision in question.
5. Striber agrees that Stribe will from time to time inform it by e-mail at the e-mail address known to Stribe about the use and possibilities of the Platform and/or the My Stribe environment, such as but not limited to the operation and (possible new) (application) possibilities of the Platform and/or the My Stribe environment (so-called service e-mails).

## **Article 18 - Applicable law and competent court**

1. These "Additional Conditions - Sale by Stribe (ATC-SvS)", 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.