

Terms & Conditions

As of August 2024

These terms and conditions ("Agreement") outline the general rules for using the climatestreamers.com website ("Website" or "Service") and its related products and services ("Services"). This Agreement is a legal contract between you ("User", "you", or "your") and Stichting Climate Streamers Foundation, also known as "Climate Streamers" ("we", "us", or "our").

If you are agreeing to this on behalf of a business or other legal entity, you confirm that you have the authority to bind that entity to this Agreement. In such cases, "User", "you", or "your" will refer to that entity. If you do not have this authority or do not agree with these terms, you must not accept this Agreement and cannot use the Website and Services.

By accessing and using the Website and Services, you confirm that you have read, understood, and agree to be bound by this Agreement. You acknowledge that this Agreement is a contract between you and Climate Streamers, even though it is electronic and does not require a physical signature, and it governs your use of the Website and Services.

Table of contents

[Table of contents](#)

[1. Intellectual Property Rights](#)

[2. Offers](#)

[3. Execution of the Agreement](#)

[4. Cancellation by the Client](#)

[5. Cancellation by Climate Streamers](#)

[6. Changes to a contract](#)

[7. Confidential Information](#)

[8. Price](#)

[9. Payment](#)

[10. Collection Costs](#)

[11. Liability](#)

[12. Dispute Resolution](#)

[13. Prohibited uses](#)

[14. Amendment of the Terms](#)

[15. Acceptance of these terms](#)

[16. Contacting us](#)

1. Intellectual Property Rights

1.1. "Intellectual Property Rights" include all current and future rights granted by law or equity related to copyright, trademarks, designs, patents, inventions, goodwill, the right to sue for passing off, and rights to use inventions. This includes both registered and unregistered rights and all applications for such rights, as well as any similar protections worldwide.

1.2. This agreement does not give you any ownership of Climate Streamers' or third parties' intellectual property. All rights, titles, and interests in these properties remain with Climate Streamers.

1.3. All trademarks, service marks, graphics, and logos used on the Website and Services are either owned by Climate Streamers or its licensors. Other trademarks used may belong to third parties. Your use of the Website and Services does not grant you any rights to use any trademarks from Climate Streamers or third parties.

2. Offers

2.1. All offers made by Climate Streamers are valid for 14 days, unless another term is stated in an offer for a specific assignment.

2.2. Climate Streamers is bound to the offers if the acceptance is confirmed by the client in writing within 14 days.

3. Execution of the Agreement

3.1. Climate Streamers will execute the agreement in a professional manner and to the best of its knowledge and abilities.

3.2. During the term of the agreement, Climate Streamers and the client will regularly consult with each other about the status, progress, and all other matters concerning the assignment.

3.3. The client ensures that all data and materials, which the client indicates are necessary or which the client reasonably should understand are necessary for the execution of the agreement, are provided to Climate Streamers in three working days unless agreed upon differently.

4. Cancellation by the Client

4.1. If the client cancels the contract between one month and two weeks before the start of the work, the client must pay 75% of the agreed amount.

4.2. If the client cancels less than two weeks before the start of the work, the client is required to pay the full agreed amount.

4.3. If the client or any participant designated by the client terminates participation after the work has started or otherwise does not make use of the services, the client is not entitled to any refund.

4.4. In addition to the above terms, the client may cancel the contract without penalty if:

- (a) Force Majeure: The client is unable to proceed due to unforeseen events beyond their control (such as natural disasters, serious illness, or other emergencies).
- (b) Material Breach: Climate Streamers fails to meet its contractual obligations, making it impossible for the client to proceed with the agreement.

In these cases, the client should notify Climate Streamers as soon as possible and provide appropriate documentation to support the reason for cancellation.

5. Cancellation by Climate Streamers

5.1. Climate Streamers reserves the right to cancel or reschedule any assignment or project meeting for the following reasons:

- (a) Insufficient Participants: If the number of participants falls below the minimum required for a project meeting, we will consult with the client to decide whether to continue, cancel, or postpone the assignment.
- (b) Force Majeure: If unforeseen events beyond our control (such as natural disasters, strikes, or other emergencies) prevent us from fulfilling the agreement.
- (c) Operational Issues: If there are significant operational or logistical challenges that make it impossible for us to deliver the agreed services.

(d) Client Non-Compliance: If the client fails to meet their obligations under the contract, such as timely payment or providing necessary information or cooperation.

In any of these cases, we will notify the client as soon as possible and work with them to determine the best course of action.

6. Changes to a contract

6.1. Although Climate Streamers is willing to consider a request for changes, additions, and corrections to the agreed work, Climate Streamers is not obligated to consent to such a request.

6.2. Such consent can only be given explicitly and in writing.

6.3. When Climate Streamers agrees to changes, additions, or corrections to the agreed work, such changes, additions, or corrections may affect the agreed price and/or the time of execution or delivery.

7. Confidential Information

7.1. Climate Streamers is obliged to carefully store and treat all information, company data, data files, and other data provided by the client in the context of the assignment as confidential.

7.2. The client will treat the concepts provided by Climate Streamers with the same confidentiality. The client will not use the concept without Climate Streamers' permission.

7.3. The client acknowledges that all developed concepts, texts, and designs are copyrighted. The copyright does not expire but can be bought out for a fee if the client wishes not to name or pay Climate Streamers.

8. Price

8.1 The prices of Climate Streamers are exclusive of VAT and other government-imposed charges. As a non-profit organization based in the Netherlands, Climate Streamers is exempt from paying VAT according to Dutch tax law. This exemption applies because non-profit organizations engaged in specific activities or

services may qualify for VAT exemption. Therefore, VAT will not be added to the prices we offer.

9. Payment

9.1. Unless agreed upon differently, payment must be made within fourteen (14) days of the invoice date.

9.2. If the client has not paid an invoice within the set payment term, Climate Streamers is entitled to charge a late payment fee.

(a) If the invoice is for one of Climate Streamers products, the fee is fixed on 5€.

(b) If the invoice is for one of Climate Streamers services then a 10% fee is applied.

9.3. Provisional amounts can be included in offers. During the assignment, Climate Streamers will discuss any potentially higher costs with the client. These costs will only be incurred after written approval from the client.

10. Collection Costs

10.1. If the client is in default or in breach of one or more of his obligations, all reasonable costs to obtain satisfaction out of court are for the account of the client.

10.2. If Climate Streamers proves that higher costs have been incurred, which were reasonably necessary, these are also eligible for compensation.

11. Liability

11.1. Climate Streamers is only liable to the client for shortcomings in the execution of the assignment if these are the result of gross negligence or intent on the part of Climate Streamers.

11.2. The client indemnifies Climate Streamers against all liability and any claim, whether made in or out of court, arising from or related to the execution by Climate Streamers of work.

12. Dispute Resolution

This Agreement is governed by the laws of the Netherlands. If any disputes arise from this Agreement, they will be handled according to Dutch laws, without considering any conflicts of law principles.

All legal actions related to this Agreement will be exclusively brought in the courts of the Netherlands, and you agree to submit to the personal jurisdiction of these courts. You also waive any right to a jury trial in any legal proceedings related to this Agreement.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13. Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website and Services or Content:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to submit false or misleading information;
- (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet;
- (h) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- (i) for any obscene or immoral purpose; or
- (j) to interfere with or circumvent the security features of the Website and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Website and Services for

violating any of the prohibited uses.

14. Amendment of the Terms

We reserve the right to modify this Agreement or its terms related to the Website and Services at any time at our discretion. When we do, we will revise the updated date at the bottom of this page. We may also provide notice to you in other ways at our discretion, such as through the contact information you have provided. An updated version of this Agreement will be effective immediately upon the posting of the revised Agreement unless the client rejects the changes in writing within 14 days. Your continued use of the Website and Services after the effective date of the revised Agreement (or such other act specified at that time) will constitute your consent to those changes.

15. Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Website and Services. This policy has been created with the help of the terms and conditions generator.

16. Contacting us

If you have any questions, concerns, or complaints regarding this Agreement, we encourage you to contact us using the details below:

info@climatestreamers.com

This document was last updated on August 23rd, 2024