

## **Terms and Conditions**

These terms and conditions are valid for all quotations and contracts of Soreh Writes. Any deviations have to be agreed upon in writing. Terms and conditions of contractor/client are not valid unless otherwise agreed upon. Dutch law is applicable to the Terms and Conditions.

In case of any disputes, a Dutch court will determine the outcome. If any of these terms and conditions are not conforming with Dutch law, only the those specific parts will be not applicable.

- 1. If contractor/client stops the contract before completion, the whole amount will become due immediately regardless if Soreh Writes started any work.
  - a. Only if contract is stopped within 24 hours and no work has been started, this clause is not effective.
  - b. If there is a long-term contract/relationship, a cancelation period of 3 months is required.
- 2. If Soreh Writes is unable to meet any deadline, this does not deem a termination of the contract. Contractor/client shall first contact Soreh Writes and give a reasonable new deadline to still deliver the work.
- 3. All invoices must be paid within 14 days of the invoices being sent.
- 4. If client/contractor chooses to not publish the work, all invoices (or agreed upon amount) will still be due in 14 days.
- 5. Soreh Writes owns the copyright to all work until all invoices are paid in full.
- 6. Soreh Writes owns copyright unless otherwise agreed upon.
- Soreh Writes is not liable, under any circumstances, to any other party, including the contractor/client, for direct, indirect, incidental, consequential, special or exemplary damages arising from or concerning any submission (content).

- a. This includes any messages/emails sent by Soreh Writes on behalf of client/contractor to client's/contractor's social media followers or email recipients.
- b. If a Dutch court decides that Soreh Writes is liable, any liability will be limited to the invoice amount of the delivered work.
- 8. Soreh Writes is not responsible for any damages etc. due to anyone misunderstanding the content or anything missing in the content.
- 9. Clients are responsible for all content once Soreh Writes delivers it to them. Clients should review the content and fact check it before publishing and/or sharing it with anyone.
- 10. Soreh Writes has the right to use all content created as examples for future clients, unless otherwise agreed upon.
- 11. Quotes are only valid for 2 months after the quote was given.
- 12. Included revisions are only valid for 2 months after the first draft is delivered.
- 13. In case of any disputes, conflicts will be decided upon by a court in The Netherlands.
- 14. In case of non-payment, these will be the following steps taken by Soreh Writes to retrieve payment(s): make sure the payment term is correct, call the client/contractor, send a payment reminder, send a letter of formal notice, charge collection costs and statutory interest, make a payment arrangement, engage a debt collection agency, bailiff, or debt collection lawyer, use other legal remedies, reclaim non-recoverable VAT, and more. Soreh Writes will follow the process <u>outlined by the Dutch government</u>.
- 15. Content is only to be used by the contractor/client for the agreed publications, and only if all invoices have been paid on time and in full.
- 16. In case of late payment, the work of the contract/quote that is overdue and all previous work cannot not be used until payment.
- 17. Client/contractor is not allowed to sell and/or lend any work produced by Soreh Writes unless there is written approval from Soreh Writes.
- 18. Use and/or reproduction of work without written permission will be considered violation of Dutch copyright law(s). Any violations will be incur a fee of 300% of the contract/quote or normal rate, and loss of income, and any profits by client/contractor.
- 19. In case off liquidation, bankruptcy or closure of client/contractor, the license to use the product will stop immediately unless otherwise agreed upon.

- 20. Terms and conditions of contractor/client are not valid unless otherwise agreed upon.
- 21.Soreh Writes is not liable for any messages sent to client's/contractor's social media following if misunderstood.