

TERMS OF SERVICE
iamcreative

General Terms of Service iamcreative

Established and based at
Cornelis Vermuydenstraat 73, 1018 RN in Amsterdam
and registered there at the Dutch Chamber of Commerce under number 57349088

1 Article 1: Definitions

- 1.1 Assignment: an assignment agreement in the sense of article 7: 400 and further of the Dutch Civil Code whereby one party, iamcreative and WorkShoppiver undertakes towards the other party, the Workshoptaker, an obligation to carry out assignments. An assignment has legal value at the moment that both parties agree with each other on a work situation that leads to work in both advice, visual or other forms.
- 1.2 iamcreative and WorkShoppiver assignment: the assignment to give advice in the field of creative (communication) Workshops/Events in the broadest sense of the word with all the associated responsibilities and powers.
- 1.3 WorkShoptaker: the (legal) person who instructs iamcreative and WorkShoppiver to perform a marketing communication assignment.
- 1.4 iamcreative and WorkShoppiver: the (legal) person who has accepted, or submitted an offer/proposal for mutual acceptance, and performs the assignment as referred to in 1.1.
- 1.5 Parties: iamcreative, WorkShoppiver and WorkShoptaker
- 1.6 Contract period: the duration of the assignment, depending on the acceptance of the Workshop/Event as offered.
- 1.7 The elaboration or adjustment of the Workshop/Event Assignment, the planning of the execution, the intended results and the conditions under which this must take place.
- 1.8 Damages: all direct and indirect consequential damages, including loss of profits, business interruption, (additional) costs, direct / indirect damage, or direct / indirect loss by a third party.
- 1.9 Workshop in hours and/or parts of days.
- 1.10 Third parties, i.e. the WorkShoppiver, that are given an assignment by iamcreative for the execution of said assignment do not have the right to hold iamcreative liable for non-fulfillment of liabilities by the actual client. iamcreative acts as an intermediary and not as a contract holder. iamcreative accepts no financial liability for amounts that exceed 250,- (two hundred and fifty euros).

2. Article 2: Applicability and realization of these conditions

- 2.1 These terms of service apply to all offers, quotations and assignments relating to the services provided by iamcreative and WorkShoppivers in the field of creative Workshops in the broadest sense of the word.
- 2.2 A reference by the WorkShoptaker to their own terms of service has no effect, unless the WorkShoptaker has expressly and unambiguously discarded the conditions of iamcreative and WorkShoppiver before entering into any agreement that has been accepted by iamcreative and WorkShoppiver.
- 2.3 Agreements between iamcreative and WorkShoppiver and WorkShoptaker are made online before the start of the Workshop execution.

- 2.4 Each agreement is entered into under the precedent condition that the WorkShopper is sufficiently creditworthy for the financial fulfilment of the agreement. In this sense, iamcreative is entitled to claim assurance from the Client upon or after the conclusion of the agreement.
- 2.5 The assignment is not entered into with a view to a specific person who works with iamcreative or executes a service or profession in its employ. The application of Section 7:404 of the Dutch Civil Code is therefore excluded.

3. Article 3: Execution of the agreement

- 3.1 The Assignment is coordinated and/or executed to the best of the ability and insight and the requirements of good craftsmanship by iamcreative, and the WorkShoppergiver.
- 3.2 If and to the extent that a proper execution of the agreement requires this, iamcreative reserves the right to have certain work carried out by third parties.
- 3.3 iamcreative and WorkShoppergiver are not liable for damage of any kind, caused by the fact that iamcreative and WorkShoppergiver assumed the incorrect and/or incomplete information provided by WorkShopper.
- 3.4 iamcreative and WorkShoppergiver and WorkShoptaker will, at the initiative of each of them, hold consultations in the following situations:
 - 3.4.1 If a substantial change is made to the character, nature, content or size of the WorkShop;
 - 3.4.2 If a difference of opinion with WorkShoptaker regarding the manner of execution of the assignment is found;
 - 3.4.3 WorkShoptaker will be informed by iamcreative without delay, if for any reason whatsoever, the planned work cannot be carried out.

4. Article 4: Contract duration

- 4.1 The Assignment is coordinated and/or executed to the best of the ability and insight and the requirements of good craftsmanship by iamcreative, and the WorkShoppergiver.

5. Article 5: Modification of the agreement

- 5.1 If, during the execution of the agreement, it becomes clear that it is reasonable to change or supplement the work to be performed, the Parties will adjust the agreement accordingly in good time, in mutual consultation, and with mutual consent.
- 5.2 If the Parties agree that the agreement will be amended or supplemented, the specific time of completion of the execution can be changed as a result. iamcreative and WorkShoppergiver will inform the WorkShoptaker of this change as soon as is reasonably possible.
- 5.3 If changes or additions to the agreement have financial and/or qualitative consequences, iamcreative and WorkShoppergiver will inform the WorkShoptaker as soon as is reasonably possible.
- 5.4 If a fixed fee and conditions have been agreed for an agreement, iamcreative and WorkShoppergiver will inform the WorkShoptaker to what extent amendment/supplementation of the agreement, if required, will result in an exceeding of this fee and conditions.

6. Article 6: Extension and termination

- 6.1 Parties are entitled to terminate this agreement during the contract period, with due observance of a notice period of at least 2 working days for current WorkShops.

- 6.2 Contrary to the previous articles, the Parties can terminate the present agreement with immediate effect without giving reasons if:
- 6.2.1 iamcreative and/or WorkShoptaker unilaterally changes the agreed work;
 - 6.2.2 iamcreative and/or WorkShoptaker is declared bankrupt;
 - 6.2.3 iamcreative and/or WorkShoptaker is granted (provisional) suspension of payment obligations;
 - 6.2.4 iamcreative and/or WorkShoptaker is liquidated;
 - 6.2.5 Conservatory (prejudgment) or executory attachment is imposed on a substantial part of the movable and/or immovable assets or other goods of iamcreative and/or WorkShoptaker.
- 6.3 WorkShoptaker and WorkShoptaker do not impose any actions on iamcreative that are in conflict with the applicable law, the terms and conditions of iamcreative, the decisions and guidelines of the organs of the WorkShoptaker and/or professional ethics.
- 6.4 If one of the Parties terminates the agreement by virtue of the reasons stated in articles 6.2 and 6.3, this party shall not be obliged to pay any compensation to the terminated party.
- 6.5 If WorkShoptaker and/or WorkShoptaker terminate the agreement, for whatever reason, pursuant to the conditions mentioned in the clauses 6.2, iamcreative has the right to charge 50% of the original amount to be invoiced in addition to the costs incurred.
- 6.6 Each party has the right to terminate the agreement with immediate effect and without judicial intervention if the other party fails to comply with and does not, after having been requested to do so in writing, fulfil his obligations within 14 (fourteen) days after this notice is sent.
- 7. Article 7: Fee**
- 7.1 For offers and agreements in which a fixed fee is offered or agreed, paragraphs 2, 5 and 6 of this article apply. If no fixed fee is agreed, paragraphs 3 up to and including 6 of this article apply.
- 7.2 Parties can agree a fixed fee when the agreement is concluded. The fixed fee is exclusive of VAT.
- 7.3 Kostenramingen zijn exclusief BTW.
- 8. Article 8: Remuneration**
- 8.1 iamcreative pays the work done by WorkShoptakers after deduction of costs on a monthly basis.
- 8.2 iamcreative is entitled, for orders that last longer than 30 days and for assignments exceeding 1500,- euro (fifteen hundred euros), to invoice on the basis of advance invoices with a minimum of 50% of the expected amounts.
- 8.3 If iamcreative and/or WorkShoptaker is in default or fails to comply with one or more of its obligations under this agreement, all reasonable costs incurred in obtaining satisfaction out of court - without any right to discount or settlement - shall be borne by the WorkShoptaker, in accordance with the liquidation tariff of the Dutch Bar Association.
- 9. Article 9: Collection costs**
- 9.1 If iamcreative and / or WorkShoptaker is in default or fails to comply with one or more of its obligations, all reasonable costs incurred in obtaining payment within and outside of court shall be borne by the WorkShoptaker.
- 9.2 If iamcreative and / or WorkShoptaker show that they have incurred higher costs than were reasonably necessary, they will qualify for reimbursement.

9.3 iamcreative will proceed to collection after two written reminders.

10. Article 10: Liability

10.1 iamcreative and WorkShopgiver carry out the agreed assignment with due observance of the accepted concept to the best of their knowledge and as carefully as can be expected of them.

10.2 iamcreative and WorkShopgiver undertake an effort commitment with the agreement and therefore do not guarantee the results of the assignment (WorkShop or Event).

10.3 iamcreative and WorkShopgiver are not liable towards the client for material damage caused by Workshoppers or third parties.

10.4 The Client is obliged to indemnify iamcreative and WorkShopgiver with respect to all third party claims related to this agreement and all related financial consequences.

10.5 The WorkShoptaker cannot claim redress for wrongly delivered visual material or content for social media and other media channels.

11. Article 11: Force Majeure

11.1 Force majeure circumstances are circumstances that prevent the fulfillment of the obligation and that cannot reasonably be attributed to iamcreative and/or WorkShopgiver.

11.2 The party that is prevented from completing its contractual obligations due to force majeure can, without any obligation to pay damages and without diminishing its further rights, dissolve this agreement without judicial intervention.

11.3 A party that foresees that it will fail to fulfil its contractual obligations due to force majeure shall immediately report this force majeure in writing to iamcreative or WorkShopgever or WorkShoptaker.

11.4 The Client shall at all times, even in the event of force majeure, pay the fees owed to iamcreative under this agreement for services already rendered.

11.5 If on the occurrence of the force majeure, iamcreative has already partially fulfilled its obligations, or can only partially fulfill its obligations, it is entitled to invoice the already executed or executable part separately.

12. Article 12: Confidentiality and non-competition clause

12.1 iamcreative and WorkShopgiver as well as the WorkShoptaker are required to maintain confidentiality of all confidential information.

12.2 Parties shall exercise the greatest possible care when using information that has become known to it under the agreement.

12.3 iamcreative and WorkShopgiver undertake to observe strict confidentiality with regard to all information of a confidential character as described in paragraphs 12.1 and the activities of iamcreative and WorkShopgiver and related companies. This obligation applies both during the term of this agreement and after the termination thereof.

12.4 iamcreative and WorkShopgiver are, after termination, and complete fulfilment, of the assignment, required to make available any and all information, including written documents and data files, of the WorkShoptaker obtained in the course of the assignment, without unreasonable delay and without restrictions.

13. Article 13: Intellectual property

- 13.1 Without in any way diminishing the provisions of article 12 (confidentiality), iamcreative reserves all intellectual and industrial property rights that are developed by or on behalf of iamcreative in the execution of the assignment.
- 13.2 All documents provided by iamcreative, such as reports, advice, designs, texts, image materials, product concepts, e-mails, brand names and so on are exclusively intended for use by iamcreative and WorkShopgiver in the execution of agreed assignments. WorkShopgivers can only use said materials in work that pertains and is agreed directly with iamcreative.
- 13.3 All product concepts, product developments, product names, designs, texts, sites, site templates, photography, pictograms designs, logos and so on commissioned by the WorkShopgiver and/or WorkShoptaker will always remain the property of iamcreative.
- 13.4 The intellectual property recorded in copyright and trademark as described above applies for an indefinite period.
- 13.5 iamcreative reserves the right to use the knowledge acquired through the execution of the work for other purposes.
- 13.6 Upon termination of the relationship/contract by the client, all rights as described in article 13.3 remain the property of iamcreative.

14. Article 14: WorkShops en Courses

- 14.1 The course fees must be on the account of iamcreative at least 1 day before the start of the WorkShop or course. If that is not the case then iamcreative can call on its collection possibilities, and reserves the right to bar the WorkShoptaker from participating in the WorkShop or course.
- 14.2 An online payment is a confirmation of participation.
- 14.3 Once a WorkShoptaker has registered for a WorkShop, the WorkShoptaker is required to fulfil payment of the amount as presented for any particular WorkShop the WorkShoptaker has registered for.
- 14.4 Refund of course fees is not possible once an obligation/registration has been entered into.
- 14.5 Comments on the content of the course or workshop must be sent to contact@iamcreative.nl within 24 hours by email.
- 14.6 A complaint about the content or organization of a course or workshop does not require iamcreative to fully or partially refund the course fee.
- 14.7 iamcreative is not liable for the delivery or the performance of a course/workshop, and/or location.
- 14.8 iamcreative is not liable for personal items of WorkShoptakers and/or WorkShopgivers during the workshop.
- 14.9 Participant(s) to one of the WorkShops/courses of iamcreative always remain personally liable for the costs and all the points mentioned above, even if they are registered by their/a company and even if the invoice is addressed to their/a company.

15. Article 15: Final provisions of these Terms of Service

- 15.1 These terms and conditions can only be deviated from in the form of written agreement.
- 15.2 iamcreative may change these Terms of Service at any time. These changes take effect immediately on the announced time of entry and with retroactive effect if it relates to a previously concluded agreement, tacitly or on paper.

15.3 Dutch law exclusively applies to every agreement between iamcreative and WorkShopgiver and WorkShoptaker, and all stipulations in this agreement, even if the WorkShoptaker lives outside of the Netherlands.

15.4 With regard to all disputes, with the exception of so-called collection disputes, which may arise as a result of the present agreement, or further agreements that may result therefrom, the parties agree to treat these disputes in accordance with the Minitrage Regulations of the Netherlands Arbitration Institute.

15.5 Er is sprake van een geschil als bedoeld in lid 14.4 zodra een der partijen dat stelt.

15.6 All disputes that cannot be resolved by the parties (iamcreative and Client, WorkShopgiver, or WorkShoptaker) themselves will be exclusively treated by Dutch court, in Amsterdam, the Netherlands.

Terms of Service WebShop iamcreative 2018

These iamcreative WebShop Terms of Service are in accordance with the General Terms of Delivery of the WebWinkelKeur Foundation.

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Article 1 - Definitions

In these conditions the following definitions hold:

1. **Reflection period:** the period within which the consumer can make use of his right of return;
2. **Consumer:** the natural person who does not act on behalf of a profession or business and enters into a remote contract with the entrepreneur;
3. **Day:** calendar day;
4. **Duration transaction:** a remote contract relating to a range of products and/or services, the supply and/or purchase obligation of which is spread out over time;
5. **Durable data carrier:** any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that enables future consultation and unaltered reproduction of the stored information;
6. **Right of return:** the possibility for the consumer to withdraw from the remote contract within the reflection period;
7. **Model form:** the model form for withdrawing that the entrepreneur provides that a consumer can fill in when he wants to make use of his right of withdrawal;
8. **Entrepreneur:** the natural or legal person who offers products and/or services to consumers at a distance;
9. **Remote contract:** an agreement whereby, within the framework of a system organized by the entrepreneur for the selling of products and/or services at a distance, up to and including the conclusion of the agreement, one or more techniques for remote communication are exclusively used to come to the agreement;
10. **Technology for remote communication:** instruments that can be used for concluding an agreement, without the consumer and trader being in the same place at the same time;
11. **Terms of Service:** the applicable Terms of Service of the entrepreneur.

Article 2 – Identity

iamcreative
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Phone number: 0031 6 5467 8905
E-mailaddress: contact@iamcreative.amsterdam
Dutch Chamber of Commerce number: 57349088

Article 3 - Applicability

1. These Terms of Service apply to every offer from the entrepreneur and to every remote contract and orders agreed upon between entrepreneur and consumer.
2. Before the remote contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the remote contract is concluded, it will be indicated that the general terms and conditions can be viewed made available to the consumer and they will be sent free of charge as soon as possible at the request of the consumer.
3. If the remote contract is concluded electronically, by way of deviation from the previous paragraph (Article 3.2) and before the remote contract is concluded, the text of these terms of service can be made available electronically to the consumer in such a way that the consumer can store these terms of service on a durable data carrier. If this is not reasonably possible, the entrepreneur will be indicate to the consumer where the terms of service can be electronically viewed, and that, at the request of the consumer, the terms of service can be sent to the consumer by electronic means or otherwise, free of charge, before the remote contract is concluded.
4. In the event that specific product or service terms apply in addition to these general terms of service, the second and third paragraphs shall correspondingly apply and the consumer may, in the event of a conflict between these specific and general terms of service, always invoke the applicable provision that is most favourable.
5. If one or more provisions in these terms of service are wholly or partially void or destroyed at any time, then the agreement and the other provisions in these terms of service shall remain intact and the provision in question will be replaced by a provision that approaches the scope and intent of the original provision as much and as accurately as possible.
6. Situations that are not covered and regulated in these terms of service must be assessed 'in the spirit' of these terms of service.
7. Lack of clarity about the interpretation or content of one or more provisions of our terms of service, will be interpreted 'in the spirit' of these terms of service.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adjust the offer at any time.
3. The offer contains a complete and accurate description of the offered products and / or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true reflection of the offered products and / or services. Apparent mistakes or errors in the offer do not bind the entrepreneur.
4. All images, specifications and data in the offer are indicative and cannot lead to compensation or dissolution of the agreement.
5. Product images are a true reflection of the products offered. The entrepreneur cannot guarantee that the displayed colors exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:
 - the price includes taxes;
 - the way in which the contract will be concluded and which actions are required for it;
 - whether or not the right of withdrawal applies;
 - the method of payment, delivery and execution of the agreement;
 - the term for accepting the offer or the period within which the entrepreneur guarantees the price;
 - the monetary rate for remote communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic tariff for the communication medium used;
 - whether the agreement is filed after the conclusion, and if so how it can be consulted by the consumer;
 - the way in which the consumer, prior to concluding the contract, can check the data provided by him under the contract and repair it if necessary;
 - any other languages in which, in addition to Dutch, the contract can be concluded;
 - the codes of conduct to which the entrepreneur is subject and the way in which the consumer can consult these codes of conduct electronically; and
 - the minimum duration of the remote contract in case of a duration transaction.

Article 5 – The agreement

1. The agreement is, subject to the provisions of paragraph 4, concluded at the moment of acceptance by the consumer of the offer and compliance with the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will confirm electronically the receipt of the acceptance of the offer as soon as possible. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is reached electronically, the entrepreneur will take appropriate technical and organizational measures, within reason, to secure the electronic transfer of data and he will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can - within legal frameworks - inform whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the remote contract. If the entrepreneur, on the basis of this investigation, has good and valid reasons not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the execution, with stated motivation and reasons for the refusal or attachment of special conditions.
5. The entrepreneur will, with the product or service, send the following information in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:
 - a. the visiting address of the branch of the entrepreneur where the consumer can go with complaints;
 - b. the conditions under which and the manner in which the consumer can exercise the right of return, or a clear statement regarding the exclusion of the right of return;
 - c. the information about guarantees and existing service after purchase;
 - d. the information included in Article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
 - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of an indefinite duration.
6. In the case of a duration transaction, the provision in the previous paragraph only applies to the first delivery.
7. Each agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

Article 6 - Right of return

1. When purchasing products, the consumer has the option to terminate the contract without giving any reason within 14 days. This reflection period commences on the day following receipt of the confirmation of the concluded remote contract by the consumer or a person that the consumer has pre-designated and made known to the entrepreneur in advance of concluding the remote contract. If and when a consumer participates in an iamcreative WorkShop, or more than 14 days pass after the receipt of confirmation of the concluding of the remote contract, the reflection period automatically ends, and a consumer cannot unilaterally terminate the contract.
2. During the reflection period, the consumer will handle the product and packaging carefully. He will only unpack or use the product to the extent that is necessary to assess whether he wishes to keep the product. If he makes use of his right of return, he will return the product with all accessories and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. When the consumer wishes to make use of his right of return he is obliged to make this known to the entrepreneur within 14 days after receipt of the confirmation of the concluding of the remote contract. The consumer must make this known by means of the model form. After the consumer has made it known that he wishes to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of a proof of shipment.
4. If the customer has not made it known that he wishes to make use of his right of return after the expiry of the periods mentioned in paragraphs 2 and 3, or the product has not been returned to the entrepreneur within this period, the purchase is a fact.
5. In the case of services being provided the consumer has the option to terminate the contract without giving any reason for 14 days, starting on the day of entering into the agreement, up to the point where the services are consumed and/or used. The use of a service or WorkShop constitutes an agreement to finalize the purchase and waive any right of return.

6. In order to make use of his right of return, the consumer will attend to the reasonable and clear instructions provided by the entrepreneur with the offer and/or at the latest on delivery.

Article 7 - Costs in case of return

1. If the consumer exercises his right of return, at most the costs of return of the product will be the consumer's responsibility.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible but no later than 14 days after return. This is subject to the condition that the product has already been received back by the merchant or proof of complete return can be submitted.

Article 8 - Exclusions of right of return

1. The entrepreneur can exclude the right of return of the consumer for products as described in paragraph 2 and 3. The exclusion of the right of return only applies if the entrepreneur clearly states so in the offer, before the conclusion of the agreement.
2. Exclusion of the right of return is only possible for products:
 - a. which have been created by the entrepreneur in accordance with the specifications of the consumer;
 - b. that are clearly personal in nature;
 - c. which cannot be returned due to their nature;
 - d. the price of which is subject to fluctuations in the financial market on which the entrepreneur has no influence;
3. Exclusion of the right of return is only possible for services:
 - a. concerning accommodation, transport, restaurant business or leisure activities to be carried out on a certain date or during a certain period;
 - b. the delivery of which commenced with the express consent of the consumer before the reflection period has expired;

Article 9 - Price

1. During the period mentioned in the offer, the prices of the offered products and/or services will not be increased, except for price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any mentioned prices are target prices are mentioned in the offer.
3. Price increases within 3 months after the conclusion of the contract are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only permitted if the entrepreneur has stipulated this and:
 - a. these are the result of legal regulations or provisions; or
 - b. the consumer has the authority to terminate the agreement with effect from the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.
6. All prices are subject to possible printing and typing errors. No liability is accepted for the consequences of printing and typing errors. In the case of printing and typing errors, the entrepreneur is not obliged to deliver the product at the wrong price.

Article 10 - Conformity and warranty

1. The entrepreneur warrants that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the legal provisions existing on the date of the conclusion of the agreement and/or government regulations. If explicitly agreed in the contract, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. The warranty does not apply if:
 - a. The inadequacy is wholly or partially the result of regulations that the government has made or will make regarding the nature or the quality of the materials used.

Article 11 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services..
2. The place of delivery is the address that the entrepreneur has made known to the consumer.
3. With due observance of what is stated in Article 4 of these terms of service, the entrepreneur will execute accepted orders expeditiously but no later than 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will receive notification of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the contract without penalty and, if he has already paid, a refund of the paid amount.
4. In the event of dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount that the consumer has paid as soon as possible but no later than 14 days after termination..
5. If delivery of an ordered product proves to be impossible, the entrepreneur will endeavor to make a replacement product available. At the latest at the time of delivery, it will be stated in a clear and comprehensible manner that a replacement product will be delivered. With replacement products the right of withdrawal cannot be excluded. The costs of any return shipment are at the expense of the entrepreneur.
6. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative pre-designated by the consumer and announced to the entrepreneur before concluding the contract, unless expressly agreed otherwise.

Article 12 - Duration transactions: duration, cancellation and extension

Cancellation

1. The consumer can terminate an agreement that has been concluded for an indefinite period and which extends to the regular delivery of products (including electricity) or services, at any time with due observance of the agreed cancellation rules and a notice period of no more than one month.
2. The consumer can terminate an agreement that has been concluded for a definite period and which extends to the regular delivery of products (including electricity) or services, at any time until the end of the stipulated term, with due observance of the agreed cancellation rules and a notice period of at least highest one month.
3. Regarding the agreements mentioned in the previous paragraphs, the consumer can:
 - cancel at any time during the stipulated period and not be limited to termination at a specific time or in a given period;
 - at least cancel in the same manner as they have entered into the agreement;
 - always cancel with the same notice period as the entrepreneur has stipulated for himself.

Extension

4. A contract that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services may not be tacitly renewed or renewed for a specific period.
5. Contrary to the previous paragraph, a contract that has been entered into for a definite period and which extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly renewed for a fixed term of a maximum of three months, if the consumer can cancel at the end of the three month period with a notice period of no more than one month.
6. A contract that has been entered into for a definite period and that extends to the regular delivery of products or services may only be tacitly renewed for an indefinite period if the consumer may cancel at any time with a notice period of no more than one month and a notice period of at most three months in case the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. An agreement with limited duration to regularly deliver daily, news and weekly newspapers and magazines for trial or introductory purposes cannot be tacitly continued or extended and ends automatically after the trial or introductory period.

Duration

8. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time with a notice period of no more than one month after the duration of one year has been completed.

Article 13 - Payment

1. Unless otherwise agreed, the amounts due by the consumer must be paid within 1 working day after the reflection period referred to in Article 6 paragraph 1. In case of an agreement to provide a service, this period shall start after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.

3. In the event of default on payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

Article 14 - Complaint handling

1. The entrepreneur has a adequately publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur no later than 7 days after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.
4. If the complaint can not be resolved by mutual agreement, a dispute arises that is susceptible to the dispute regulation.
5. For complaints that can not be resolved by mutual agreement, the consumer must turn to Stichting WebwinkelKeur (www.webwinkelkeur.nl), which will mediate free of charge. If there is still no solution, the consumer has the opportunity to have his complaint treated by Stichting GeschilOnline, the decision is binding and both entrepreneur and consumer agree with this binding decision. The submission of a dispute to this disputes committee involves costs that the consumer must pay to the relevant committee.
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be well-founded by the entrepreneur, the entrepreneur will replace or repair the delivered products at its discretion free of charge.

Article 15 - Disputes

1. Contracts between the entrepreneur and the consumer to which these general terms and conditions apply are governed exclusively by Dutch law. Even if the consumer lives abroad.
2. The Vienna Convention does not apply.

Article 16 - Additional or deviating provisions

The Terms of Service of iamcreative also apply to delivered and purchased items and services as mention in these webshop terms and conditions. These terms and conditions are attached here and can be requested free of charge.

Written on the 17th of September 2018 at Cornelis Vermuydenstraat 73, 1018 RN, Amsterdam-Centrum, the Netherlands.

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