



GENERAL TERMS AND CONDITIONS

THE SLOW LIVING GUIDE

ARTICLE 1: DEFINITIONS

- 1.1. TSLG: the sole-trader business The Slow Living Guide, having its registered office in Leidschendam, The Netherlands and registered with the Chamber of Commerce under file number 64348377.
- 1.2. Customer/entrepreneur: the natural or legal person that has entered into an agreement with The Slow Living Guide.
- 1.3. General terms and conditions: the term 'general terms and conditions' is understood to mean all provisions included hereinafter.
- 1.4. Services: all services performed by TSLG for the customer. Knowledge sharing with the aim of connecting consumers and entrepreneurs. This includes, but is not limited to, providing advertising/advertising space for entrepreneurs via the website on a subscription basis. TSLG also takes care of online promotions on the website and through other media channels.
- 1.5. TSLG website: TSLG has a website where entrepreneurs can promote their products and services. This website is part of the service.
- 1.6. Account: the TSLG user account that the customer receives after completing the registration process.
- 1.7. Agreement: the agreement between TSLG and the customer under which TSLG will perform the service.
- 1.8. Information/data: all information or data originating from the customer.
- 1.9. User: the natural or legal person who uses the services of TSLG.
- 1.10. Website: www.theslowlivingguide.co.uk.

ARTICLE 2. SCOPE

- 2.1. These general terms and conditions apply to all offers made, offers issued, agreements entered into, services provided, and other acts performed by TSLG, unless otherwise agreed in writing.
- 2.2. By applying through the website, the customer declares that s/he has read these TSLG general terms and conditions and that s/he agrees to these terms and conditions.
- 2.3. In the event of any conflict between these general terms and conditions and any arrangements set out in an agreement, the provisions of the agreement will prevail.
- 2.4. These terms and conditions also apply to acts of third parties and/or suppliers hired by TSLG in connection with the performance of the delivery or service.
- 2.5. The applicability of the customer's general terms and conditions is rejected by the use of these general terms and conditions.

ARTICLE 3. OFFERS AND QUOTATIONS

- 3.1. TSLG's offers and quotations are valid for the period indicated in the offer. If no period is indicated, the offer will be valid until 14 days after the date on which the offer is submitted. If the customer does not accept an offer or quotation within the applicable period, the quotation will

lapse. The customer must also respond to the registration confirmation within 14 days. If the customer does not respond in time, the registration will expire.

- 3.2. In its offer, TSLG will state which services are offered and what the customer owes upon acceptance of the offer. Prices mentioned in the offer will be valid for the period set out in the offer, unless explicitly agreed otherwise in writing. The offer will also state the agreed price of the chosen service/product.

- 3.3. The prices stated in the offer do not automatically apply to follow-up orders or similar services/products. TSLG makes every effort to communicate price increases of services in a timely manner.

- 3.4. Deadline arrangements are agreed upon in writing in the offer. If delivery by TSLG depends on feedback or input from the customer, TSLG will never be liable for any delay in the performance of the order. TSLG will then be entitled to unilaterally postpone the deadline.

- 3.5. If it appears that the information provided by the customer was incorrect at the time of the enquiry or agreement, TSLG will be entitled to adjust the relevant prices and other conditions.

- 3.6. All prices communicated by TSLG are denoted in pound sterling and exclusive of VAT and other established levies and/or fees and costs of third parties for advice, unless expressly stated otherwise.

- 3.7. TSLG reserves the right to change prices in the interim. In case of a price rise of the offered products after the agreement was concluded, the customer will be entitled to cancel the agreement as from the date on which the price rise takes effect. Price rises as a result of a statutory regulation or provision are hereby excluded.

- 3.8. TSLG will not be liable and/or responsible for errors in the offer when the customer could have reasonably understood that the offer, or any part thereof, contains an obvious mistake, a manifest clerical error or typing error.

- 3.9. If any changes occur with regard to the circumstances on which TSLG relied when carrying out the said consignment or any other agreement whatsoever, TSLG will be entitled to apply these changes to the performance of the agreement or to adjust the prices.

- 3.10. TSLG reserves the right to increase prices annually by a percentage equal to the increase in the consumer price index as determined by the CBS (Statistics Netherlands). This price increase does not entitle the customer to dissolve the agreement.

ARTICLE 4. AGREEMENT AND CONTRACT EXTRAS

- 4.1. An agreement is concluded at the moment the customer communicates in any manner to TSLG that an offer or quotation is accepted.
- 4.2. Once an agreement has been concluded, it can only be amended by mutual consent.
- 4.3. Once an agreement has been concluded, TSLG will perform the services promptly.



4.4. TSLG has the right to have certain services performed by third parties without having to inform the customer. If third parties incur additional costs as a result of the performance of the services, these will be passed on to the customer after consultation.

4.5. Any amendments to the originally concluded agreement between the customer and TSLG will not be valid until the time such amendments have been accepted by both parties by means of an additional or amended written agreement.

4.6. If the customer wishes to dissolve or cancel an agreement with TSLG, s/he will only be entitled to do so if, upon dissolution of the agreement, s/he remunerates the work carried out up to that time or, in the event of cancellation, s/he pays 30 per cent of the fee agreed in the registration or order confirmation.

4.7. If due to circumstances unknown at the time of the offer or order confirmation, TSLG, has to carry out more work than agreed in the quotation or order confirmation, TSLG will be entitled to charge the resulting additional costs to the customer. If the customer objects to the additional costs that TSLG wishes to charge, the customer will be entitled to cancel the part of the order that has not yet been carried out, whereby the customer will be obliged to reimburse TSLG for the work carried out so far.

4.8. Any changes to an original order by the customer's doing may affect the agreed time schedule and the costs of performance. Any additional costs resulting from changes to the original order by the customer will be borne by the customer. To the extent possible, TSLG will provide a statement of the additional costs prior to the work.

4.9. TSLG only provides the service and is not responsible for any agreement made between the parties involved as a result of using TSLG's website.

ARTICLE 5. RIGHTS AND OBLIGATIONS OF TSLG

5.1. TSLG guarantees that it will carry out the order granted to the best of its ability, applying due care and professionalism.

5.2. TSLG endeavours to secure the data that it stores for its customer in such a manner that this data will not be available to unauthorized persons.

5.3. In the event that the customer has expressed complaints about the services and/or products provided, TSLG shall consult with the customer about a suitable solution for both parties.

5.4. For promotional purposes such as reviews, TSLG is entitled to publish the customer's data (name, company name and job title) on its website and/or in its other promotional communications.

5.5. TSLG is not responsible for the quality of the products and/or services offered through the promotions on the TSLG website.

5.6. Abuse of the TSLG website will be punished by removal of promotions and of the account used for the abuse.

5.7. TSLG endeavours to ensure that the customer can make use of the TSLG website. However, TSLG does not provide any guarantee that the TSLG website will never fall into disuse and therefore does not accept any liability for the inaccessibility of the TSLG website.

5.8. TSLG makes every effort to avoid incorrect information, but does not guarantee the correctness, completeness or topicality of this information published on the TSLG website or other services. TSLG also does not

guarantee the accuracy and completeness of any changes to information provided by the entrepreneur.

5.9. TSLG has the right at any time to block or terminate an account of a user if the user does not comply with the terms of use or these general terms and conditions, so that the user in question no longer has access to the service. Restitution of paid funds is hereby excluded.

ARTICLE 6. RIGHTS AND OBLIGATIONS OF THE CUSTOMER, RIGHT OF WITHDRAWAL

6.1. In principle, the customer shall comply with the provisions laid down in these terms and conditions, unless otherwise agreed.

6.2. The customer shall provide TSLG with all accurate information and material (visual material, texts etc.) that the customer can reasonably foresee to be necessary for the proper performance of the agreement. The customer shall in any event notify TSLG without delay, or will have a third party notify TSLG, of any changes to personal or business data or any other information requested by TSLG.

6.3. If notwithstanding Article 6.2 any data needed for the performance of the agreement are not provided to TSLG in time, TSLG will be entitled to suspend the performance of the agreement and/or to charge the customer with the additional costs arising from the delay.

6.4. The customer will always notify TSLG immediately in writing of any changes in name, address, e-mail and, if requested, bank account number.

6.5. The customer will inform TSLG of any complaints about the services and/or products provided by TSLG within 48 hours after publication of the promotions or advertisements. For one year after delivery, the customer will indemnify TSLG against all legal claims arising from services and/or products provided.

6.6. The customer will make its own back-up copies of all material/data as described in Article 6.2, which TSLG requires for the performance of the agreement. In the event of loss of such material/data, TSLG will not be liable for any loss or damage arising therefrom.

6.7. When TSLG provides login details to the customer, the customer will be responsible for these details. TSLG is not liable for misuse or loss of the login details and may rely on the customer being the one who logs in using the login details provided to the customer.

6.8. The customer is obliged to preserve the confidentiality of all confidential information obtained under the agreement between the customer and TSLG during the course of the cooperation or from any other source.

Information will be regarded as confidential if so communicated by the other party or apparent from the standards of reasonableness and fairness.

6.9. It is the entrepreneur's responsibility to ensure that correct (company) information, including contact details, is displayed on the TSLG website at all times.

ARTICLE 7. DELIVERY AND DELIVERY TIME

7.1. The delivery time of TSLG may vary per order and will be determined in consultation with the customer. The delivery time specified by TSLG will commence after conclusion of the agreement and after receipt of all necessary data and/or materials from the customer.

7.2. A delivery time set by TSLG can never be considered as a deadline whose non-observance constitutes a default. Merely by exceeding a delivery time TSLG will not be in default by operation of law.

7.3. If the delivery time is exceeded by more than 30 days, the customer will only be authorized to dissolve the



agreement if TSLG attributable fails to perform the material obligations under the agreement, after a proper notice of default in writing containing as many details as possible and setting a reasonable term in which the failure to perform can be remedied.

7.4. The customer shall do whatever is necessary to enable TSLG to deliver in time, including by providing complete, correct and clear details in a timely manner as set forth in Article 6.2.

7.5. Subject to evidence to the contrary, TSLG will have met its obligation to deliver as soon as the goods or services provided by TSLG have been offered once to the purchaser.

ARTICLE 8. PAYMENT

8.1. The customer's payment obligation commences on the date on which the agreement is concluded.

8.2. All invoices sent by TSLG must be paid by the customer within 7 days, unless otherwise agreed in writing.

8.3. If the customer does not fulfil his/her payment obligation in time, the customer will be in default by operation of law without further notice of default being required.

8.4. If payment is overdue, TSLG may decide to suspend its activities until the time of payment. If payments are frequently overdue, TSLG may decide to terminate the order unilaterally.

8.5. In case of an overdue payment, in addition to the amount due plus the statutory (commercial) interest rate, the client will be obliged to pay full compensation for both extrajudicial and judicial collection costs amounting to at least 15% of the invoice amount, with a minimum of £ 150 excl. VAT (private persons will be subject to the regular collection charges), as well as the costs of legal experts, lawyers, bailiffs, debt-collection agencies and any legal proceedings before the court or the court of appeal.

8.6. The claim for payment is immediately due and payable if the customer is declared bankrupt, applies for a moratorium, or if the customer's assets are seized, the customer dies and furthermore if the customer is liquidated or dissolved.

8.7. In the above cases TSLG will furthermore have the right to terminate or suspend the performance of the agreement or any as yet not performed part thereof without notice of default or judicial intervention, without the customer being entitled to compensation of damages incurred as a result.

8.8. The customer agrees that TSLG invoices electronically. If the customer wishes to receive an invoice by post, TSLG reserves the right to charge additional costs of £ 2.50 per invoice.

8.9. The customer can notify TSLG in writing of any objections to any invoices sent by TSLG no later than 7 days after the invoice date. Upon receipt of the objection, TSLG will investigate the accuracy of the invoice amount. Objections to the invoices sent do not suspend the customer's payment obligation.

8.10. All products and services provided by TSLG remain the property of TSLG until all amounts due by the customer have been paid to TSLG and insofar as no further agreements were made between the customer and TSLG.

ARTICLE 9. RETENTION OF TITLE & INTELLECTUAL PROPERTY

9.1. All intellectual property rights to all documentation, advice, offers, strategies, instruments, techniques, as well as preparatory materials developed or made available in the

context of the services are vested solely in TSLG unless otherwise agreed in writing.

9.2. Any services and/or products provided by TSLG may never, in part or in whole, be reproduced or resold, unless otherwise agreed in writing.

9.3. The contents of the TSLG website, including but not limited to: text, images, design, trademarks and domain names, are the property of TSLG and are protected by copyrights and intellectual or industrial property rights that exist under applicable law. Users of the website are not permitted to reproduce or make available the website or any part thereof without TSLG's permission.

9.4. All copyrights and intellectual property in products of the human mind developed by TSLG are and will remain the exclusive property of TSLG, unless these rights are redeemed or agreement is reached otherwise.

9.5. TSLG is not responsible for any information/content that the customer posts on the servers or website of TSLG. If the information/content posted by the customer infringes in any way the rights of third parties or is in violation of laws and regulations, the customer will indemnify TSLG against any claims for compensation that third parties may make as a result of the customer's actions.

9.6. Any act contrary to Article 9.2 and Article 9.3 is considered to be an infringement of copyright.

9.7. In the event of infringement, TSLG will be entitled to compensation equal to at least twice the license fee it charges for such use without losing its right to any compensation of damages.

ARTICLE 10. LIABILITY

10.1. Any agreement between TSLG and the customer will typically be a best-efforts agreement. Consequently, TSLG can never be held liable for results not achieved.

10.2. In the event that, notwithstanding the provisions of Article 10.1, TSLG is held liable, all liability will be limited to compensation of the direct loss or damage, never exceeding once the amount (excl. VAT) stipulated for this agreement. This amount will not exceed £ 100 and in any event will be limited at all times to the amount paid by the insurer to TSLG in the case concerned. In the event of a continuing performance agreement, any liability will be limited to compensation of the direct loss or damage not exceeding the amount of the last invoice paid by the customer.

10.3. In addition to Article 10.2, TSLG will then only be liable for direct loss or damage. Direct loss or damage is understood to mean exclusively:

- the reasonable costs of determining the cause and extent of the loss or damage, insofar as such determination relates to loss or damage within the meaning of these terms and conditions;
- any reasonable costs incurred to make the defective performance of TSLG conform to the agreement, insofar as they can be attributed to TSLG;
- reasonable costs incurred to prevent or limit loss or damage, insofar as the customer demonstrates that these costs have led to limitation of the direct loss or damage as referred to in this Article.

10.4. TSLG excludes any liability for indirect loss suffered as a result of the use of services and/or products provided by TSLG, with the exception of situations where the loss is due to deliberate intent on the part of TSLG.

10.5. In any case, TSLG will never be liable for: consequential damages, loss due to lost savings, loss due to



business interruption, loss of profit and damage arising from data loss in the performance of the agreement.

10.6. The customer indemnifies TSLG against any and all claims for compensation that third parties may make in respect of any and all loss or damage arising in any way from the unlawful or negligent use of products and services provided by TSLG to the contracting party.

ARTICLE 11. INTERRUPTION OF SERVICES AND FORCE MAJEURE

11.1. TSLG will not be bound by its obligations under the agreement if performance has become impossible due to force majeure. If the force majeure continues for a period of 60 days, both parties will be entitled to dissolve the agreement. What has already been performed under the agreement will be settled proportionally.

11.2. For its activities, TSLG depends on the cooperation, services and supplies of third parties, on which TSLG has little or no influence. TSLG can therefore in no way be held liable for any loss or damage whatsoever arising from a situation where the failure to perform is attributable to a third party with whom TSLG has entered into an agreement.

11.3. In addition to the provisions of paragraph 11.1, force majeure always includes all that has been adopted in this respect by law and legal precedence.

11.4. In these terms and conditions, force majeure is understood to mean any circumstance beyond the control of TSLG - even if already foreseeable at the time the agreement was entered into - that permanently or temporarily prevents performance of the agreement, including but not limited to: work strikes, excessive absenteeism of TSLG's staff, transportation difficulties, fire, epidemics, pandemics, government measures, business interruptions at TSLG's, attributable failure to perform by the suppliers of TSLG preventing TSLG from performing its obligations to the customer (any longer) and any other serious interruptions in the business of TSLG or its suppliers.

11.5. In case of force majeure, TSLG also has the right, at its discretion, to extend the term of delivery by the duration of the force majeure or to dissolve the agreement, insofar as it has not yet been performed, without TSLG being obliged to pay any compensation in any form whatsoever, except by virtue of the provisions of Book 6, Section 78 of the Dutch Civil Code.

ARTICLE 12. TERM OF THE AGREEMENT AND TERMINATION

12.1. The agreement is entered into for a fixed term, unless the offer provides otherwise or the parties have expressly agreed otherwise in writing.

12.2. The customer's right of early termination of the agreement is excluded, without prejudice to the other provisions of these general terms and conditions.

12.3. Both parties, both the customer and TSLG will only be authorized to dissolve the agreement if the other party attributably fails to perform the material obligations under the agreement, after a proper notice of default in writing containing as many details as possible and setting a reasonable term in which the failure to perform can be remedied.

12.4. By way of exception to the provisions of Article 8.3, TSLG may terminate the agreement in whole or in part with immediate effect without notice of default and without court intervention by giving written notice if compelling reasons arise, including in any event the cases in which:

- (provisional) moratorium or suspension of payment is granted to the customer;
- the customer's bankruptcy or liquidation is applied for or ordered;
- it is suspected that the customer will not be able to meet his or her payment obligations upon renewal of the agreement;
- the customer acts contrary to public order or morality, or any obligation arising from the agreement with TSLG;
- the customer infringes the rights of third parties;
- the customer acts contrary to TSLG's reasonable guidelines or directions;
- the customer fails to respond to correspondence by e-mail, telephone and/or in writing, whether or not by registered mail;
- there are of recurring payment problems.

TSLG will never be liable to pay any compensation for termination as provided in this Article.

12.5. If at the time of dissolution as referred to in Articles 12.3 and 12.4, the customer has already received performance in execution of the agreement, this performance and the related payment obligation cannot be undone. Any amounts TSLG invoiced before the termination in connection with all that it carried out or delivered in performance of the agreement will remain fully due subject to the provisions of the preceding sentence and will become immediately due and payable at the moment of termination.

12.6. TSLG reserves the right to amend its terms and conditions, also for pre-existing agreements. If TSLG amends the terms and conditions, it will notify the customer accordingly. The customer is then free to dissolve the agreement from the moment the new general terms and conditions apply or up to a maximum of 7 days after these new general terms and conditions take effect.

12.7. The customer may at any time have TSLG remove his or her registration for the service deleted an e-mail to TSLG. If the termination fulfils the conditions, the user's account will be deleted. After deletion of the account, the user can no longer use the service. Restitution of any funds paid is hereby excluded.

ARTICLE 13. CONFORMITY

13.1. In the performance of the agreement, TSLG will as much as possible pursue the intended result agreed on in the offer. If, in the opinion of the customer, the delivered results do not correspond with the intended result agreed in the offer, the customer and TSLG will hold consultations in order to have the delivered results comply with the intended results.

13.2. In addition to the provisions of Article 13.1, the costs for the contract extras implied in that Article will be invoiced to the customer at TSLG's normal rate, unless the customer can, in TSLG's opinion, make out a convincing case that the defects in the result are due to the inadequate completion of the agreement on TSLG's part.

13.3. Should it be established that the inadequacy of the services and/or products to be provided by TSLG is for TSLG's account, the customer will not be entitled to compensation or dissolution of the agreement, except as provided in these terms and conditions.



ARTICLE 14. PROVISIONS CONCERNING THE USE OF THE TSLG WEBSITE

- 14.1. Entrepreneurs can revoke, remove or change the content of a promotion at any time. TSLG is not responsible for entrepreneurs' promotional policies of in respect of promotions distributed via the TSLG website.
- 14.2. Information placed on the TSLG website by the entrepreneur is prohibited to contain discriminating, pornographic, insulting or threatening content. TSLG will be entitled to remove or change this information at any time without giving reasons.
- 14.3. Accounts of TSLG website users which repeatedly disseminate information referred to in Article 14.2 via the TSLG website will be blocked or deleted by TSLG without giving reasons.
- 14.4. TSLG is not a party to the relationship between the consumer and the entrepreneur. TSLG excludes all liability for transactions, agreements, credits, impressions, expectations and commitments that arise between the entrepreneur and the consumer when using the TSLG website. Any disputes arising in respect thereof must be resolved by the parties themselves.
- 14.5. When concluding a promotional subscription, the customer agrees to monthly or annual payment by direct debit for the subscription of the customer's choice.
- 14.6. TSLG offers various subscriptions which can be requested via the website.
- 14.7. The monthly subscription has a minimum term of 12 months and can be cancelled monthly after the first 12 months, subject to one month's notice.
- 14.8. The annual subscription has a minimum term of 12 months and cannot be cancelled before the end of the term. After the minimum term, the subscription can be cancelled with effect from the end of the subscription year, subject to one month's notice.
- 14.9. The subscription will be automatically renewed for the term for which it was initially concluded, unless timely notice of termination is given with due observance of the notice period.
- 14.10. If the invoices sent by TSLG are not paid on time, TSLG will be entitled to take the promotions published for

the customer offline. TSLG will charge a fee of £ 50 excluding VAT for putting the promotions back online.

- 14.11. Users can send messages using the TSLG website. The customer is responsible at all times for the content of the messages he/she sent.

ARTICLE 15. OTHER PROVISIONS AND APPLICABLE LAW

- 15.1. If any provision in these general terms and conditions is void or voidable, the other provisions of these general terms and conditions will remain fully enforceable. In such a case, TSLG and the customer will agree a new provision to replace the void or voidable provision that where and insofar as possible takes account of the purpose and scope of the void or voided provision.
- 15.2. If in its order the customer includes any terms or conditions that deviate from or do not appear in these terms and conditions, they will only be binding on TSLG if and to the extent that they have been expressly accepted by TSLG in writing.
- 15.3. If, for the benefit of the customer, TSLG deviates from the general terms and conditions on its own initiative, the customer can never derive any rights from such deviations.
- 15.4. Any purchase conditions or other conditions of the customer will not apply.
- 15.5. Rights and obligations arising from an agreement may only be transferred by the customer to a third party if TSLG has given its written consent.
- 15.6. All legal relationships to which TSLG is party will exclusively be governed by Dutch law.
- 15.7. The customer and TSLG will attempt to settle any disputes by mutual agreement and amicably before seeking recourse to the courts.
- 15.8. If mandatory rules do not provide otherwise, the competent district court in 's Gravenhage (the Netherlands) will in the first instance have jurisdiction in disputes between TSLG and the customer.

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