



Article 1 General

Social Lemons B.V., the company with limited liability, established under the law of the country Curacao, established in Curacao and registered in the trade register under number 127814 is a trade name registered under the aforementioned B.V.

Article 2 Goal description

Social Lemons B.V. has the following company description:

1. Initiation and provision of (consulting) services and the development, design and execution of services in the areas of marketing, social media marketing, communication, media, coaching, design, web design, including - but not limited to - providing advice and providing guidance on these topics in the broadest sense of the word;
2. Obtaining, possessing, disposing of, renting, leasing, renting, managing and developing, mortgaging and generally objections of movable and immovable property and rights to or interests in movable and immovable property and property;
3. The total or partial accrual of pension provisions for the benefit of shareholders, directors and former directors of the company and of the aforementioned persons, including the spouse, life partner, children and foster children, by means of a pension that does not exceed what according to social views, partly in connection with the years of service and the remuneration received, must be considered reasonable;
4. The provision of security for the fulfilment of obligations of the company or companies belonging to the same group or of third parties;

Article 3

The company is authorized to do everything that may be useful or necessary to achieve its purpose, including the establishment, participation and management of other companies.

Article 4 Definitions

1. Terms and conditions: these general terms and conditions and any modifications.
2. The Client: the party that has issued the order for work/services at the Contractor. Any legal or natural person who has entered into or wishes to conclude an agreement with the Contractor and apart from this, his legal representative (s), authorized representative (s) and heir (s).
3. Contractor: Social Lemons B.V., unless otherwise stated.
4. Order/assignment: the request of the Client to Social Lemons B.V. to carry out work in exchange for payment.
5. Work: all that Social Lemons B.V. does, makes and/or undertakes on behalf of the Client, within the framework of the assignment issued to Social Lemons B.V.
6. Quote/quotation: the activities specified, to a greater or lesser extent, and the budget of the costs associated with these activities.

7. Matters: in these general terms and conditions, with matters is meant all things by Social Lemons B.V. to design, (social media) content, to develop and/or manufacture advertising and/or marketing materials and productions (such as social media content, marketing content, advertisements, leaflets, brochures, mailings), websites, corporate style productions (such as business cards), photographic works, communication or marketing advice and/or other works.
8. The term 'in writing' in these general terms and conditions is understood to mean: by letter, e-mail or any other means of communication that can be equated with this in view of the state of the art and the views prevailing in society.
9. Intellectual property rights must also include copyright, user rights, license rights, trademark rights, design rights, patent rights, database rights and domain name rights.
10. 'Force majeure' means a non-attributable shortcoming on the part of Social Lemons B.V. Under these circumstances can be understood: strike, exclusion, fire, machine breakdown and other operating disorders, either with Social Lemons B.V. or with its suppliers of goods and services, transport disruptions and other events beyond its control, such as war, blockade, riot, epidemic, devaluation, flooding and storms, as well as sudden increases in import duties and excise duties and / or taxes, delays or failures from delivery by suppliers, not obtaining required permits and other government measures.

Article 5 Applicability

These Terms and Conditions govern the conditions on which Social Lemons B.V. offers services in the framework of the contracts. The following conditions apply to every agreement to perform these activities.

1. These conditions apply, in addition to the applicable statutory provisions, to all offers, activities, quotations, deliveries and agreements between Social Lemons B.V. and the Client or their legal successors, unless expressly deviated from this in writing.
2. These conditions have been established in particular for carrying out assignments relating to Marketing (in the broadest sense of the word) and Strategy.
3. For special services of the Contractor, Social Lemons B.V. can, in consultation with the client, establish specific conditions on a case-by-case basis. These conditions will then prevail over these General Terms and Conditions.
4. These General Terms and Conditions are applicable in all cases, unless an overall or specific deviation has been expressly agreed with the client in writing.
5. In the event of conflict between the provisions of the general terms and conditions applied by the client and these conditions (battle of forms) the present conditions shall apply, unless the management of Social Lemons B.V. has given explicit written permission for this.
6. These general terms and conditions are also stipulated for those (legal) persons and third parties who are directly or indirectly involved in any way in the services provided by Social Lemons B.V., unless expressly determined otherwise.
7. If Social Lemons B.V. has already been handing over these general terms and conditions to the Client several times, there is a long-lasting business relationship. Social Lemons B.V. does not have to send the terms and conditions again and again to let them apply to the following agreements.

Article 6 Quotations

1. All estimates/quotations provided by Social Lemons B.V. are non-binding, unless otherwise expressly stated in the written quotation. Obvious mistakes and / or manifest errors in the offer do not bind Social Lemons B.V.
2. Insofar as prices or timings are mentioned in the quotations referred to in the previous paragraph, these are only guidelines. Under no circumstances can rights be derived from such prizes or timings.

3. Estimates/quotations are without obligation and are valid for 2 months. Quotations can undergo changes due to unforeseen changes in the work. Mentioned rates and offers do not automatically apply to future assignments.
4. Unless stated otherwise, all quotations or offers mentioned in the first paragraph of this article are exclusive of additional costs.
5. If requested, Social Lemons B.V. will submit a quotation to the client for approval before the start of the work. Insofar as inevitable deviations or exceedances occur in the execution of the order, Social Lemons B.V. informs the Client thereof in advance as much as possible.
6. Exceeding of quotations as a result of sales conditions of suppliers and others by Social Lemons B.V. third parties engaged, do not count as exceeding, not even if those conditions are not included separately in an offer, because these conditions are deemed not only to be known to the Client, but also from the beginning - insofar as this is in accordance with the present terms of delivery.
7. Social Lemons B.V. has the right to charge the costs of issuing a quotation to the Client, provided that the Client has been informed of these costs in advance.

Article 7 Assignments and amendments

1. An assignment will be accepted by Social Lemons B.V. by either confirming the acceptance to the Client in writing or by confirming acceptance to the Client verbally.
2. Changes to an accepted assignment can only be made with the prior written approval of both parties.
3. Any additional costs or reduced costs as a result of a change in an assignment are at the expense or in favour of the Client. Social Lemons B.V. informs the Client as soon as possible about any additional or reduced costs.
4. Changes to the assignment mean that the originally agreed delivery times are beyond the responsibility of Social Lemons B.V. Any exceeding of the agreed delivery time is entirely at the risk of the Client.

Article 8 Executing the assignment

1. Social Lemons B.V. guarantees the provision of professional service and the delivery of high quality services that meet the client's requirements.
2. Social Lemons B.V. strives to complete the commissioned project within a reasonable period of time. However, Social Lemons B.V. provides no guarantee for this, except for the exception mentioned in the individual agreement. If a term has been agreed within the term of the agreement for the completion of certain activities, this is only an indicative term and never a strict deadline, unless otherwise agreed. In the latter case, Social Lemons B.V. is also not liable for the consequences of exceeding the term.
3. Social Lemons B.V. strives to perform an ad hoc assignment within 24 hours under the condition that the Client delivers the material between 9 and 10am local Curacao time.
4. The binding of Social Lemons B.V. to an agreed deadline for performance of the assignment will lapse if the Client fails to fulfil any obligation arising from the agreement or does not do so, which is reasonably necessary to enable the assignment to be performed on time.
5. If the data required for the execution of the agreement is not submitted to Social Lemons B.V. on time, Social Lemons B.V. has the right to suspend the performance of the agreement and / or to charge extra costs resulting from the delay in accordance with the customary rates.
6. If it has been agreed that the agreement will be executed in phases, Social Lemons B.V. can suspend the execution of those parts that belong to a following phase until the Client has approved the results of the preceding phase in writing.
7. If and insofar as required for the proper execution of the agreement, Social Lemons B.V. has the right to have certain activities performed by third parties.
8. Orders to production companies relating to the reproduction or publication of the text or the design shall be provided by or on behalf of, and for the account and risk of the Client.

9. The agreement ends by the delivery of the completed project and acceptance by the Client, or by establishing the workability of a partially executed project in case of premature termination by the Client. The way in which and the moment at which the assignment is completed is indicated in the quotation.
10. If the agreement ends before the assignment has been completed or the time for which it was granted has expired, and the indebtedness of the wage payment depends on the completion or expiry of that time, Social Lemons B.V. has the right to a part of the agreed fee that can be reasonably determined. In determining this, the following shall be taken into account: the work that has been already performed by Social Lemons B.V., the benefit that the Client has in this, and the grounds on which the contract ends.
11. Social Lemons B.V. can, with certain clients who regularly have large projects carried out, set further conditions by means of a written agreement so that lower implementation costs per project can be realized for those clients. Such agreements are generally entered for a term of 12 months with tacit renewal for at least one year and with a notice period of three months immediately prior to the expiration date of the agreement.
12. Texts, drawings, designs, photographs, logos, logos, etc. provided by the Client to Social Lemons B.V. for the execution of the assignment will hereinafter be referred to as "text and / or visual material". This text and / or visual material can be recorded both in writing and on other data carriers, such as slides, negative, print, duplicates, CD-ROMs, DVDs, USB sticks, digital file, memory card or any other optical or electromagnetic medium.

Article 9 Fee, prices, rates

1. Social Lemons B.V. works, normally, on a project basis, whereby a fixed fee for the project is agreed upon. Social Lemons B.V. is entitled to charge the agreed fixed fee for the project in parts, depending on the progress of the project.
2. Social Lemons B.V. is always entitled to demand advance payment from the Client.
3. Invoices sent by Social Lemons B.V. to the Client must be paid within 14 days from the invoice date. Objections against the amount of the invoices do not suspend the payment obligation.
4. Interest on outstanding amounts is due from the day the debt is due. If Social Lemons B.V. must collect outstanding amounts - both in and out of court - is a collection charge not subject to judicial moderation of 15% of the outstanding debt obligation and all by Social Lemons B.V. actual costs of legal assistance, both in and out of court.

Article 10 Intellectual property rights

1. Unless otherwise agreed in writing, Social Lemons B.V. does not send Photoshop, Indesign, or Illustrator and raw files (or other source files of this kind) to the Client. Time given by Social Lemons B.V. is spent on the manufacture of such files may be charged to the Client on the basis of the agreed or usual hourly rate. Even then, these source files are not free from the rights of Social Lemons B.V. to use. Social Lemons B.V. never delivers raw files (photography).
2. The exercise of the rights mentioned in the first paragraph is, both during and after the execution of the agreement, explicitly and exclusively reserved to Social Lemons B.V. The Client only obtains an exclusive right of use with regard to these source codes, databases, source files, etc., from the moment that the Client has fully fulfilled his obligations under the agreement. This license / this right of use applies for the agreed period and / or for the agreed purpose.
3. In the event that a right of use is obtained by the Client, this right of use shall only apply for its own use and for the use that has been agreed on in advance.
4. Without prior written permission from Social Lemons B.V. the Client is not allowed to make a variant or derivative of (the design of) the manufactured goods or (elements of) the manufactured goods to use or (re) use.

5. If the Client wishes to change the final design, then the Client is obliged to first submit Social Lemons B.V. to be able to change the design at the expense of the Client. Social Lemons B.V. shall make the desired changes, unless this cannot reasonably be required of the Contractor.
6. The Client is not entitled to the payment made by Social Lemons B.V. to use delivered or manufactured goods outside the context of the agreement. The Client is prohibited from providing these items to third parties, allowing third parties to inspect or multiplying these items without prior written permission from Social Lemons B.V.
7. It is allowed for Social Lemons B.V. to take technical measures to protect its intellectual property rights.
8. The Client is responsible for acquiring any licenses or permission from third parties for copyrighted texts / or visual material that Social Lemons B.V. processed at the request of the Client in the goods to be manufactured.
9. The Client guarantees that Social Lemons B.V. can use the data, text and / or visual material supplied by the Client without infringing intellectual property rights of third parties. The Client is liable for any damage that Social Lemons B.V. as a result of such breaches and indemnifies Social Lemons B.V. for all claims of these third parties.
10. The agreement does not include research into the existence of any copyrights, trademark rights, trade name rights, portrait rights or other intellectual property rights on the text and / or visual material supplied by the Client or developed brand names, trade names, figurative marks etc. by Social Lemons B.V. for the Client.
11. Social Lemons B.V. is authorized to issue the goods to be delivered and / or the return of data, text and / or visual material provided by the Client - that Social Lemons B.V. in the context of the execution of the agreement, to suspend until the Client has paid all due and payable claims in respect of the aforementioned agreement.

Article 11 Confidentiality

1. Without the prior permission of Social Lemons B.V., the Client shall not give or provide access to crucial data about a manufactured item to third parties or provide third parties with information about the project or data that the Client has become known of within the framework of the agreement, unless Social Lemons B.V. requests this, or the law or court order obliges the Client to do so.
2. The Contractor guarantees that, for the duration of the assignment and after the end of the assignment, it will observe secrecy towards third parties in respect of all business matters of the Client, of which it has taken note.

Article 12 Liability

1. An assignment to Social Lemons B.V. implies the authority to engage third parties where necessary and to accept any liability limitations of third parties also on behalf of the Client. Social Lemons B.V. is not liable for shortcomings of the engaged third party (s), except for intent or gross negligence of the Contractor itself.
2. Social Lemons B.V. is not liable for any damage of the Client or of a third party that is the result of the agreement and the manner of execution thereof. Social Lemons B.V. is never liable for consequential damage.
3. The execution of the assignment is exclusively for the benefit of the Client. Third parties cannot derive any rights from the content of the work performed. The Client indemnifies Social Lemons B.V. against claims by third parties who claim to have suffered damage by or in connection with the claims made by Social Lemons B.V. work carried out on behalf of the Client.
4. Social Lemons B.V. is not liable for damage of any kind when Social Lemons B.V. is based on inaccurate and / or incomplete data provided by the Client, unless this inaccuracy or incompleteness should have been known by Social Lemons B.V.

5. Social Lemons B.V. is only obliged to pay compensation if there is intent or gross negligence on the part of Social Lemons B.V.
6. For the right to compensation in the above-mentioned case, the Client must prove that the damage was caused by malicious intent of Social Lemons B.V.
7. No right to compensation exists if the damage arises as a result of 'force majeure' or by another cause that can be attributed to the Client.
8. The Client is liable for damage against Social Lemons B.V., which as a result of a cause attributable to him, is inflicted on persons employed by Social Lemons B.V., on funds from Social Lemons B.V. or to other projects under construction at Social Lemons B.V. In the latter case, the compensation is limited to the amounts that the Client is obliged to compensate third parties according to the law.
9. If the 'force majeure' situation occurs if the agreement has already been partially implemented, the Client is obliged to fulfil its obligations towards Social Lemons B.V. up to that moment.

Article 13 Complaints

1. The Client is obliged to check the goods delivered - of which no first draft, test version or proof has been submitted to the Client - immediately upon receipt. Any errors, inaccuracies, imperfections, deviations in numbers, etc. that can reasonably be detected by the Client in a first, careful inspection of the delivered goods, must be reported to Social Lemons B.V. within 5 working days after receipt, followed by a written confirmation of this.
2. Other complaints regarding the goods delivered must be submitted in writing to Social Lemons B.V. immediately after discovery - but shall be reported no later than 1 month after delivery / completion.
3. All complaints regarding the work performed or services provided must be submitted in writing to Social Lemons B.V. immediately after discovery - but shall be reported no later than within 3 months after the execution of these activities or services.
4. If the aforementioned complaints are not made known to Social Lemons B.V. within these time frames, the goods or services that have been delivered will be deemed to have been delivered in accordance with the agreement and / or the activities executed are deemed to have been performed in accordance with the agreement. All consequences of not reporting on time are at the risk of the Client.
5. Complaints about the rendered services by Social Lemons B.V. can be submitted in writing to Social Lemons B.V. The complaints will be handled as quickly as possible. The Client will receive a substantive response within 5 working days by or on behalf of the person with final responsibility at Social Lemons B.V. If a substantive response is not possible within 14 days, this will be communicated to the Client / complainant within that period, in which case the deadline for a substantive response will be indicated.

Article 14 Amendments to Terms & Conditions

1. Social Lemons B.V. reserves the right to unilaterally change or supplement these General Terms and Conditions at any time.
2. Amendments and / or additions come into effect 30 days after publication or at a later date, mentioned in the announcement.

Article 15 Applicable law

1. All agreements between Social Lemons B.V. and the Client is exclusively subject to the law of the country of Curacao.
2. All disputes that may arise from the agreement will only be submitted to 'het Gerecht in Eerste Aanleg' (the Court of First Instance) on Curacao for settlement.

Article 16

These General Terms and Conditions have been filed at the registry of 'het Gerecht in Eerste Aanleg' (the Court of First Instance) in Curacao.

Article 17

These Terms and Conditions can be drawn up in several languages. In case of differences of opinion about (the interpretation of) the text, the Dutch text will always prevail.

Article 18

These Terms and Conditions become effective from the date of signature. Reference can be made to as: "General Terms and Conditions of Social Lemons B.V."