

# General terms and conditions of Jilster

*Version: June 26th, 2014*

## 1. Definitions

- a) Jilster: Jilster is a Dutch company (Jilster B.V) and offers a web application (available at [www.jilster.com](http://www.jilster.com), among others) with which people can create and order a Magazine, alone or together with others. The web application is available in various languages. The production of the magazines is managed in the Netherlands and the Magazine can be delivered all over the world.
- b) Magazine: a digital or paper publication that has been created at Jilster and that consists of a collection of grouped text, photos, and illustrations, and is fitted with a cover.
- c) Customer: the natural or legal person who has registered with Jilster for the purpose of creating a Magazine.
- d) Editor: a person who is invited by a Customer (Chief Editor) and is authorized to contribute digitally to the Magazine designed and created by the Customer with his Jilster account.
- e) Buyer: the natural or legal person who uses the “regular order and delivery service” or the “order and delivery service plus” to buy one or more magazines from somebody else.
- f) Registration or subscription: the act whereby the Customer or Editor declares to agree to the terms and conditions in question, and registers with Jilster by entering his personal data in the registration form on the Jilster website.
- g) Newsroom: the web environment where the Customer or Editor can design or edit his magazine in the designing stage, after having signed in with Jilster.
- h) Gallery: the public display of a Magazine and/or cover on the home page of the Jilster website.
- i) Payment: the situation at the moment that the amount due by the Customer has been deposited at the Jilster bank account.

## 2. What does Jilster produce?

- a) Jilster enables the Customer to create a digital design for a Magazine, free of charge, after he has registered. In this way the Customer can start the production process for creating the Magazine. On the Customer's invitation, others (Editors) can supply texts and/or illustrations for the Magazine and contribute to the design of certain pages in the Magazine, after they have registered.

- b) When the Customer decides that the Magazine design is completed, he can order a printed copy of the Magazine, upon payment of a certain price. The Customer is authorized to show the digital version of his Magazine to others, and/or share it through social media websites. The Customer can also choose to sell copies of his Magazine through the Jilster website.
- c) If the magazine's design is ready according to the customer, the customer can also order the following products, at payment:
  - Magazine: PDF-file with low resolution (72 DPI). Customer is entitled to download one (digital) copy.
  - Cover of the magazine: PDF-file in high resolution (300 DPI/regular print quality). Customer is entitled to download one copy.

### **3. What is Jilster?**

- a) Jilster is the brand name of Jilster B.V., registered at the Dutch Chamber of Commerce under number 55429386.
- b) Jilster can be contacted through the "Contact us" section on the Jilster website, by e-mail through [customerservice@jilster.com](mailto:customerservice@jilster.com), or by regular mail, at the following address: Dorpsstraat 64, 6721 JM Bennekom, Netherlands.

### **4. To what do these general terms and conditions apply?**

- a) These general terms and conditions apply from the moment a natural or legal person has registered or ordered at Jilster, and apply to any usage and/or order of, and any offers, quotations or agreements regarding services and products provided by Jilster.
- b) These general terms and conditions also apply, where applicable, to the Buyer who buys a Magazine from another person through the "regular order and delivery service" or the "order and delivery service plus".
- c) Any other general terms and conditions, apart from these general terms and (sales) conditions, are explicitly excluded, unless otherwise explicitly stated by written agreement. If parties concerned agree to deviate from one of the paragraphs of these general terms and conditions, the other paragraphs will still be fully maintained.
- d) If one or more of the paragraphs of these conditions are declared void by a judicial act:
  - i. The agreement and the general terms and conditions will be interpreted in accordance with these conditions as much as possible, with due observance of the judicial act.
  - ii. The invalidation will not extend any further than explicitly declared by the judicial act. In this case, the remaining paragraphs of these general terms and conditions will be fully maintained.

- e) All rights and claims that apply to Jilster on the basis of these conditions, and on the basis of any additional agreements, are also applicable to any intermediates or associates used or employed by Jilster.
- f) These general terms and conditions are easily available in digital form, on the Jilster website.
- g) Jilster reserves the right to change these general terms and conditions at any given moment.

## 5. How does Jilster work?

- a) Design stage  
After the Customer has registered with the Jilster website he can create a Magazine, free of charge. Actually, this means that he can use the functionalities in the Jilster application to create a magazine in the Newsroom, including text, photos, illustrations, and a cover. After the (working) title of the magazine has been entered, the Customer will be regarded as Chief Editor of the Magazine in question.
- b) Editors  
During the design stage, and provided the Customer is signed in, the Customer can invite one or more persons (Editors) through the website, to help design and create the magazine, by designing or editing one or more pages, by adding text, photos, images, and illustrations.  
The person who is invited will be granted access to the Newsroom, after he is registered and the registration has been confirmed; this person will be able to edit one or more pages of the Magazine in question. The Customer can also authorize an Editor to view and edit all the pages, and play the part of (co)Chief Editor for this Magazine.
- c) Duration of design stage  
The date mentioned in the confirmation e-mail will be considered as the starting date for the design stage of the Magazine. As from the starting date the Magazine will be accessible, regardless of whether copies have been ordered or not. When the Magazine is finished, copies can be ordered. After the order has been placed, the Magazine will still be accessible to the Chief Editor and it can still be edited, for a new order, for example. Jilster has the right to assign a limited period in which the Magazine can be accessed, a so-called storage period.
- d) Retention stage and –period  
The magazine will be saved on the Jilster servers and will remain accessible to the customer and editor during a period of one year upon the start date of the magazine. The customer can extend or shorten the retention period of the magazine.
- e) Ordering stage  
The Customer or Buyer will be informed of his order and receive confirmation of his Payment by e-mail. The Customer or Buyer can exactly follow the status of his

order through his own account (at My orders). He will receive a message when the order has been shipped.

## **6. Respect the rights of others**

- a) On principal, Jilster only minimally acts as an informed party regarding the text, photos, or images used by the Customer and/or Editors, and only insofar this knowledge is essential to the automated production process.
- b) The responsibility for the content of the magazine, in its broadest sense, explicitly lies with the Customer and the Editors.
- c) The Customer and the Editors guarantee that their use of photos and texts does not infringe upon the rights of others – among which are intellectual property rights such as copyrights, portrait rights, neighboring rights and patent rights – and that they will safeguard Jilster from all possible claims regarding the violation of such rights.
- d) The judicial and moral obligation to make sure that the content of (design of) his Magazine is not illegitimate, offensive, or objectionable lies with the Customer. The Customer will safeguard Jilster against any responsibility and liability that is related to this content. At any rate, this applies to content that is regarded by Jilster as pornographic, hate sowing, extremist, slanderous, offensive, or discriminating.
- e) The Customer authorizes Jilster to use the information and images in the Magazine in order to produce the Magazine. Jilster is only entitled to display data, images, and/or magazines in its website Gallery if and insofar the Customer has granted permission for this.

## **7. Reservations regarding illegitimate/objectionable content**

- a) Jilster explicitly reserves the right to inform the proper authorities of any content whose usage is potentially punishable by law.
- b) Jilster explicitly reserves the right to refuse content that is not in accordance with the demands in the previous paragraph. If such a case presents itself, Jilster will inform the Customer in writing, stating the motivation for the actions taken, and will cease further processing of the order, without the Customer being entitled to any compensation for damages or restitution of the amount paid.

## **8. Liability**

- a) Jilster cannot be held responsible for loss or damage of the contents, used by the Customer in designing and editing his Magazine, nor for any damages, in whatever form, resulting from this loss or damage.
- b) Without prejudice to other conditions in these general terms and conditions, Jilster's liability – except in case of gross negligence of Jilster and its associates – will be limited to:

- i. Damages as a result of mistakes for which Jilster and its associates can be blamed;
  - ii. The price paid by the Customer or Buyer.
- c) The Customer is liable for any direct or indirect damages incurred by Jilster as a consequence of the content (in its broadest sense) of a Magazine that is created by the Customer and/or the Editors.

## 9. Data and copyright of the Customer and/or Editors

- a) Due to the registration of the Customer, Editors, and Buyers, Jilster has several personal data at its disposal, such as name, address and e-mail information. Jilster will solely use this information for performing and perfecting the services and products offered by Jilster, including so-called service messages in which customers are informed about important matters.
- b) Only by explicit consent of the Customer, Editors, and/or Buyers will their registration and ordering data be used for other purposes considering that for the order and delivery service and/or the order and delivery service plus an overview can be provided. This overview only contains name and address information of the Buyers. The information is explicitly shown during the order process.
- c) Jilster will not obtain any copyrights or other intellectual property rights pertaining to the Magazine and its content, regardless of the development or production stage of the Magazine.
- d) Copyright and/or other intellectual rights of ownership of customer and/or editors doesn't result into rights or claims towards Jilster on files Jilster generated within the framework of the agreement, unless explicitly agreed otherwise determined in these conditions and/or agreement.
- e) When the Customer, Editor, or Buyer registers with Jilster, he can subscribe to the Jilster newsletter, sent by e-mail. The Customer, Editor, or Buyer can always unsubscribe to this service.

## 10. Ordering stage

- a) When the design of the Magazine has been completed according to the Customer, he can place an order in the Newsroom.
- b) A paper magazine can be ordered in various designs (such as stitched or adhesive binding).
- c) Further restrictions may be imposed upon the Customer's order (such as payment or ordering conditions).
- d) By completing the ordering procedure the Customer accepts the offer from Jilster and the agreement is finalized.
- e) The magazine can be ordered as PDF-file in 72 DPI. The magazine's cover can be ordered in PDF-file in 300 DPI. Customer is entitled to download one copy.

- f) The order will always take place in accordance with the current (general) terms and conditions and pricing. The order will only be regarded as completed and finished after Payment has been made of the price stated.
- g) As soon as the ordering procedure has been completed:
  - i. the Customer can no longer cancel the order and he is accountable for Payment of the price;
  - ii. the customer will immediately see a confirmation, stating the total costs, including the applicable VAT rate and shipping costs.
- h) Jilster reserves the right to refuse orders that are contradictory to the provisions laid down in these general terms and conditions. If an order is refused, this will be communicated to the Customer as soon as possible, stating the reasons for the refusal.

## 11. **Payment**

- a) Payment will take place by (one of) the method(s) indicated in the ordering procedure.
- b) These are the payment methods: by credit card (Mastercard, Visa), by direct and online payment with iDeal, with Paypal, and (in Germany) through a bank transfer.
- c) The date on which the Payment is deposited (credited) at the Jilster bank account will be considered to be the actual Payment date.
- d) The Customer authorizes Jilster to perform all actions necessary to fulfill the Payment in accordance with the payment method selected by the Customer.
- e) All (extra-) judicial costs, of whatever nature, incurred by Jilster as a result of the Customer failing to adhere to his (Payment) commitments, will be charged to the Customer.
- f) In case the Payment is too late, Jilster is authorized to dissolve the agreement at once, without formal notice, or to postpone (further) delivery until the moment the Customer has fully paid the amount due, including due interest and extra costs.
- g) A settlement of outstanding debts is only allowed insofar this is explicitly agreed upon by Jilster.

## 12. **Pricing**

- a) Prices on the website are in Euros, US dollars and pound-sterling, inclusive of VAT, exclusive of shipping costs – unless explicitly stated otherwise.
- b) Orders that are delivered to Customers outside the European Union are charged with 0% VAT. Jilster cannot be held responsible for paying any customs duties; these will have to be paid by the Customer.

- c) An overview of the shipping costs can be found on the Jilster website.
- d) Before the agreement is finalized, the total price, including shipping costs and/or additional costs, will be displayed on the website.
- e) Jilster cannot be bound by price estimates that are clearly a result of errors, such as typos, printing errors or misprints.

### **13. Delivery as ready-to-use printed Magazine**

- a) The Customer will receive a confirmation of a printed magazine by e-mail inclusive of order number, expected shipping date, and an invoice as PDF file.
- b) If customer has ordered a PDF-file of the magazine or cover as described in article 2c of these General Conditions, he will receive a link which will enable him to download the magazine or cover in the appropriate PDF-format once-only.
- c) The regular procedure is for Jilster to ship the printed Magazine(s) in accordance with the production schedule published on the website. This means the actual duration of the order depends on the date of order. Jilster aims at processing orders for ready-to-use printed Magazines within three to seven working days after Payment has been received, but cannot explicitly guarantee this.
- d) The delivery of ready-to-use printed Magazines will be handled by a track-and-trace parcel post, or by regular mail service (up to 2 kg), if the Customer chooses this option.
- e) Jilster does not take responsibility for damages regarding the delivered goods, nor for delays in the delivery or other imperfections caused by the delivery by the parcel post service.
- f) Subject to explicitly stated conditions in these general terms and conditions, delays in delivery dates cannot give cause to cancel the order, dissolve or nullify the agreement, or lay any claim to reimbursements.

### **14. Regular order and delivery service: delivery to Buyer**

- a) On the website, the Customer can allow a third party (referred to as the Buyer) to order the Magazine with Jilster for his own account, at the current regular ordering rates.
- b) Subsequently, Jilster will make sure the Magazine of the Customer is delivered to the Buyer, in accordance with these general terms and conditions. The terms in paragraphs 10 up to and including 13 apply to this service as well.
- c) In this case Jilster will not fulfill any Payment or contribution to the Customer. Nor does the Customer owe any Payment to Jilster for Magazines ordered by Buyers.

- d) The Customer will not be notified of any new orders; on request the Customer can receive an overview of the orders, by e-mail. This overview only contains name and address information of the Buyers. The overview does not contain payment information such as bank account numbers.
- e) The Customer can withdraw the consent for allowing Buyers to order the Magazine at any given time. If consent has been withdrawn after a Buyer has already ordered, this order will still be delivered to the Buyer.

## 15. **Order and delivery service plus**

- a) The Customer can also choose to use the Order and delivery service by Jilster. The "Order and delivery service plus" involves an additional agreement between the Customer and Jilster, in which the following items are agreed upon:
  - i. The "purchase price" owed by the Customer to Jilster for each copy of the Magazine that is sold;
  - ii. The "selling price" paid by the Buyers for each copy they buy;
  - iii. The minimum number of copies purchased by the Customer within a set period;
  - iv. The procedure and update frequency for keeping the Customer informed of the number of copies sold;
  - v. The periodical settling of accounts regarding the Magazine copies sold to Buyers;
  - vi. (Optional) The end date for the Order and delivery service plus;
  - vii. The way in which the VAT is charged (if applicable).
- b) The terms and conditions of these additional agreements, and the current general terms and conditions also apply to the delivery of magazines by Jilster to Buyers. Specifically the paragraphs 10 up to and including 13 are applicable.
- c) The Customer will not receive separate notifications for each individual order.
- d) The Customer can withdraw the consent for allowing Buyers to order the Magazine at any given time. If consent has been withdrawn after a Buyer has already ordered, this order will still be delivered to the Buyer.
- e) An additional agreement can only be terminated in writing, by regular mail.

## 16. **The Gallery**

- a) A ready-to-use Magazine and/or cover can be displayed on the Jilster website, visible to any visitor of this website. A Magazine will only be displayed in the Gallery after the Customer has explicitly indicated that this Magazine can be displayed.
- b) The Customer insures that no copyrights or any other intellectual property rights are infringed upon, in accordance with paragraph 6 of these general terms and conditions.



- c) Jilster puts together a selection of the Magazines and covers available for display in the Gallery. If a Magazine or a cover is actually displayed in the Gallery, the Customer will be notified of this by e-mail. If a Magazine is not displayed the Customer will not be notified.
- d) A Magazine or a cover that is displayed in the Gallery can be removed from the Gallery by the Customer or by Jilster, at any given time. In this case no notifications will be sent.
- e) The display of a Magazine in the Gallery is free of any charge.

## 17. Quality of the printed Magazine

- a) All information, images, information given by word of mouth, by phone or by e-mail, and information regarding the products and main product characteristics offered by Jilster, will be rendered, displayed, or supplied as accurately as possible. However, Jilster is not able to guarantee that all offers and products will be in complete accordance with the information given. On principle, deviation cannot give cause to claims for compensation and/or dissolving the agreement.
- b) If the Customer has a complaint about a delivered Magazine, because it deviates from the order in essential points, the customer can return the delivered goods by mail, to the Jilster postal address at Dorpsstraat 64, 6721 JM Bennekom, The Netherlands. The Customer has to include an accurate and clear description of the difference(s). On principal, the costs of sending back Magazines have to be paid by the Customer.
- c) Complaints will only be rewarded if:
  - i. the delivered goods differ to an important degree and on essential points from what the Customer or Buyer might expect upon delivery, within reason, and;
  - ii. the differences have been reported to Jilster as soon as possible, but at the latest one week after receipt of the goods, in writing or by e-mail, and;
  - iii. the differences are not related to physical damage to the delivered goods, caused by, during or after the delivery of the product, and;
  - iv. the differences concern technical deficiencies in the delivered products and are not caused by photo or image files with insufficient resolution or files that are too highly compressed.
- d) Jilster will react as soon as possible, but in any event within a week, to complaints that have been delivered according to the terms in this paragraph.
- e) If a complaint is deemed valid, the Customer or Buyer can choose to lay claim to a renewed delivery of the product ordered. Damage caused by delay, indirect damage or consequential damage cannot be considered for restitution. The selling price will not be restituted.

## 18. Storage and retention period

- a) Storage magazine

The magazine will be saved on the Jilster servers (the so-called retention period) for a period of one year. During the retention term the magazine will be accessible through the Jilster website.

b) Removal magazine

If the retention period has expired the magazine and all corresponding (image) files will be removed definitively. It is not possible to restore a previous version of a magazine.

c) Extending or shortening the retention period.

If a customer/editor doesn't want his magazine and all corresponding files to be removed after one year, he can extend or shorten (under: My magazines) the retention period at any desired moment. Extending or shortening a standard retention period is the exclusive responsibility of the customer/editor.

d) An extended retention period doesn't involve any additional costs. Jilster reserves the right to charge costs in the future.

e) Service messages

Three months and again one month prior to the expiration of the standard or adjusted retention period, Jilster will send a service message by e-mail. This message contains a reminder / announcement of the imminent removal of the magazine and all corresponding (image) files. A service message is sent to the e-mail address of the customer/editor. Once Jilster has actually removed the magazine, the editor will also be informed by e-mail. The service messages should be considered as an extra service. The customer/editor can't derive any rights from these messages. Jilster is not negligent if a service message has not been sent or has been sent to an e-mail address which isn't valid anymore.

## 19. **Withdrawal**

Since the Jilster products are tailor-made, according to the Customer's design, and the production process starts immediately, or soon after the order has been placed and Payment has been received, it is not possible to withdraw or nullify the agreement.

## 20. **Force majeure**

- a) In case of circumstances outside his control, Jilster has the explicit right to either postpone the delivery of a Customer's or Buyer's order, or dissolve the agreement or additional agreement (if applicable) without judicial intervention by informing the Customer or Buyer of this decision in writing. In case of force majeure, Jilster can never be liable to any claims for restitution, unless this would be unacceptable, given the circumstances and measures of what is fair and reasonable.
- b) By force majeure we also mean the situation in which a third party, on who Jilster depends for fulfilling the agreement, is not able to or does not deliver to Jilster, due to a force majeure situation.

- c) By force majeure we also mean the situation in which the (full) backup of the content of a Magazine no longer exists, regardless of the circumstances and regardless of the question whether this is Jilster's fault, or the fault of a third party and/or of any subcontractors.

## 21. **Applicable law and qualified judge**

- a) The Dutch law, excluding all other laws, is applicable to the legal relation between Jilster and the Customer, Editor or Buyer, among which are all the rights, obligations, orders and agreements.
- b) Since Jilster is a Dutch company and the web application has been developed and will be further developed in the Netherlands, this is the country to which Jilster is most closely related. Therefore, for all disputes between Jilster, Customers, Editors, and Buyers, the sole qualified authority is the Arnhem court of law.

## 22. **Transitional law conditions**

- a) In case the general terms and conditions of Jilster are changed between the moment of registering and the moment of ordering, the Customer or Buyer will be asked to agree with the (changed) general terms and conditions at the moment of ordering. If the Customer or Buyer does not agree to the new general terms and conditions, the order/agreement for delivering a Magazine will not be established.
- b) With regard to the adjustment of the retention period (standard one year upon the start date of the magazine) the following is applicable to all magazines which have been created before these General Conditions came into force: The retention period will start on the commencing date of these General Conditions.

## 23. **Questions, complaints, and comments**

If you have any complaints, questions, or comments regarding matters and/or situations that do not pertain to the matters regulated by these general terms and conditions or by the agreement, you can always contact Jilster:

By regular mail at:

Jilster B.V., Dorpsstraat 64, 6721 JM, Bennekom, The Netherlands.

And through e-mail: [customerservice@jilster.com](mailto:customerservice@jilster.com)

Do not hesitate to contact us if you have any questions after having read these general terms and conditions.