

### Customer Agreement

Content-Marketing-Wizard.com & ContentMarketingWizard.com & Content-Marketing-Wizard.nl & ContentMarketingWizard.nl & Audience-Creator.com are owned and operated by KRIS consult bv, The Hague, Netherlands ("CMW") which provides website and services to you subject to the following Terms of Use ("TOU"), which may be updated from time to time without notice.

In addition, when using any particular CMW owned or -operated services, You and CMW shall be subject to any posted guidelines or rules applicable to such services, which may be modified from time to time.

### Description of services

This TOU sets forth the terms and conditions of your use of services ("Services") and explains CMW obligations to you and your obligations to CMW in relation to the Services You purchase.

By purchasing Services, You acknowledge that You have read, understood, and agree to be bound by all terms and conditions of this TOU and any other policies or agreements made part of this TOU by reference, as well as any new, different or additional terms, conditions or policies which CMW may establish from time to time, and any agreements that CMW is currently bound by or will be bound by in the future.

CMW provides users with access to a rich collection of resources through its network of properties which may be accessed through any medium or device now known or hereafter developed (the "Services").

You also understand and agree that the Services may include certain communications from CMW, such as service announcements, administrative messages, and newsletter(s), and that these communications are considered part of your membership. Unless explicitly stated otherwise, any new features that augment or enhance the current Services, including the release of new CMW properties, shall be subject to the TOU. You understand and agree that the Services is provided "AS-IS" and that CMW assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the Services, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Services.

## General Terms

### *Refund Policy*

CMW provides the following refund policy:

We want you to be completely happy with your purchase. If you have any questions, concerns, or problems, let us know, simply contact us via email [support@kris.nl](mailto:support@kris.nl).

In the event, however, that you decide your purchase was not the right decision, we want to make things right. Within 10 days of your purchase, CMW will refund the full price you paid upon request. Simply call us to cancel and let us know you'd like a refund.

No refunds are provided after more than 10 days following purchase.

### *Termination*

In the event you terminate your usage, CMW will not refund any amounts you have paid. You agree that CMW shall not be bound by any representations made by third parties who you may use to purchase Services from, and that any statement of a general nature, which may be posted on CMW Web sites or contained in CMW promotional materials, will not bind CMW in any way. CMW may, at times, offer certain promotions with different charges and features.

Any failure to participant to participate in any portion of the Services and/or activities does not entitle participant to an extension of the Services nor does it entitle the participant to any refunds of any Services fees paid.

Services contents and materials are subject to change without notice. CMW at is sole discretion's may change, add, and/or the materials, topics, media or templates described and/or change, substitute, add to or schedule differently and hangouts or training described. A change to any of the above does not entitle the participant to a refund of any sort.

### *Unauthorized reproduction*

You understand that the technical processing and transmission of the Services, may involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Services and software embodied within the Services may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by CMW and/or content providers who provide content to the Services. You may not attempt to override or circumvent any of the usage rules embedded into the Services.

### *International use*

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the Netherlands or the country in which you reside.

### *No reproduce or resell*

You agree not to reproduce, duplicate, copy, sell, trade, resell, or exploit for any commercial purposes, any portion of the Services (including your login ID), use of the Service, or access to the Service.

### *Security of use*

You agree you are entirely responsible for maintaining the confidentiality of your customer number/login, password, credit card number, and security key. You agree you are entirely responsible for any and all activities that occur under your account. You agree to notify CMW immediately of any unauthorized use of your account or any other breach of security. You agree CMW will not be liable for any loss that you may incur as a result of someone else using your Account Access Information, either with or without your knowledge. You further agree you could be held liable for losses incurred by CMW or another party due to someone else using Your Account Access Information. For security purposes, you should keep Account Access Information in a secure location and take precautions to prevent others from gaining access to Your Account Access Information. You agree that you will be responsible for all activity in your account, whether initiated by you, or by others on your behalf, or by any other means. CMW specifically disclaims liability for any activity in your account, whether authorized by you or not.

### *Illegal use*

As a condition of your use of CMW Services, You agree not to use them for any purpose that is unlawful or prohibited by these TOU, and you agree to comply with any applicable local, state, federal and international laws, government rules or requirements. You agree You will not be entitled to a refund of any fees paid to CMW if, for any reason, CMW takes corrective action with respect to Your improper or illegal use of its Services.

CMW reserves the right at all times to disclose any information as CMW deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in CMW sole discretion.

If you have purchased Services, CMW has no obligation to monitor your use of the Services. CMW reserves the right to review your use of the Services and to cancel the Services in its sole discretion. CMW reserves the right to terminate your access to the Services at any time, without notice, for any reason whatsoever. CMW reserves the right to terminate Services if Your usage of the Services results in, or is the subject of, legal action or threatened legal

action, against CMW or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit.

### *Intellectual property*

You agree that CMW holds all rights, title and interest in all Services and all intellectual property, including other rights related to intangible property, unless otherwise indicated. You acknowledge that no title or interest in such Intellectual Property Rights is being transferred to you and you agree to make no claim of interest in any such Services. You understand and agree that all content and materials contained in this TOU, other policies, the CMW Web sites, materials, are protected by the various copyright, patent, trademark, service mark and trade secret laws of the Netherlands as well as, any other applicable proprietary rights and laws, and that CMW expressly reserves its rights in and to all such content and materials. You further understand and agree that you are prohibited from using, in any manner whatsoever, any of the content or materials described above without the express written permission of CMW. No license or right under any copyright, patent, trademark, service mark or other proprietary right or license is granted to you or conferred upon you by this TOU or otherwise.

### *Copyright information*

All logos, product, and service names related to these TOU are trademarks of CMW. Without CMW prior permission, you agree not to display or use in any manner CMW.

### *Pay by PayPal*

By using CMW pay by PayPal, Inc. ("PayPal") option ("Pay by PayPal"), You can purchase CMW Services using PayPal. In consideration for the Services purchased by you and provided to you by CMW, You agree to allow PayPal to debit the full amount of this transaction from Your PayPal account balance or the Preferred Funding Source You established with PayPal, which is non-refundable. It is your responsibility to keep Your PayPal Account current, and to have available funds in it. You agree that PayPal and CMW will not be responsible for payments that fail to go through as a result of Your Funding Source no longer existing, or holding insufficient funds. If for any reason PayPal is unable to withdraw the full amount owed for the Services provided, you agree that PayPal and CMW may pursue all available remedies in order to obtain payment. You agree that if the transaction is returned unpaid, you will pay a service charge of \$30.00 or the maximum amount allowed by law, which may be debited from your account by PayPal or charged to Your Preferred Funding Source.

### *Your obligations*

In consideration of your use of the Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the Netherlands or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service registration form and (b) maintain and promptly update the Service registration data to keep it true, accurate,

current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or CMW has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CMW has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

### **Privacy policy**

Registration data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at <http://www.content-marketing-wizard.com/privacy>. You understand that through your use of the Services you consent to the collection and use of this information, including the transfer of this information to the Netherlands and/or other countries for storage, processing and use by CMW.

### **Notices.**

CMW may provide you with notices, including those regarding changes to the TOU, by email, regular mail or postings on the Services.

Notices concerning breach will be sent either to the email or postal address you have on file with CMW. In either case, delivery shall be deemed to have been made five (5) days after the date sent.

Notices from You to CMW shall be made either by email, sent to the address provided on [content-marketing-wizard.com](http://content-marketing-wizard.com), or first class mail to CMW address at:

*KRIS consult bv, Madoerastraat 5, 2585 VA DEN HAAG, Netherlands*

### **Severability**

You agree that the terms of this TOU are severable. If any part of this TOU is determined to be unenforceable or invalid, that part of the TOU will be interpreted in accordance with applicable law as closely as possible, in line with the original intention of both parties to the TOU. The remaining terms and conditions of the TOU will remain in full force and effect.

### **Force Majeur**

CMW will make every effort to keep its Web sites and Services operational. However, certain technical difficulties and other factors outside of its control may, from time to time, result in temporary service interruptions. You agree not to hold CMW liable for any of the consequences of such interruptions and no refunds shall be warranted.

### **Modification to services**

CMW reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that CMW shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service for any reason.

### *Use of links*

The Services may provide, or third parties may provide, links to other websites or resources. Because CMW has no control over such sites and resources, you acknowledge and agree that CMW is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that CMW shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

### *Recordings*

You agree that You freely and willingly participating in the CMW hangouts, seminars, calls, and do hereby grant CMW or designated entities permission to record and duplicate recordings of any and all, but not limited to, conference presentations, webcasts, teleseminars, testimonials, questions and answers, etc.

You understand that You will not receive any compensation either financially or in any other form, neither implied nor inferred, from the sale of these recordings, regardless of the product format (audio, visual, written, etc.) and further authorize the use of myself, voice and/or likeness on the aforementioned.

Any funds from the sale of these recordings past, future, or present will be exclusively for the benefit of CMW. CMW shall own all rights to any and all such works and may make any use or no use of such works without payment or obligation to the attendee or customer.

### **Disclaimers and limitation of liability**

The information on our Services is provided on an "as is," "as available" basis. You agree that your use of our Services is at your sole risk. We disclaim all warranties of any kind, including but not limited to, any express warranties, statutory warranties, and any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. CMW do not warrant that our Services will always be available, access will be uninterrupted, be error-free, meet your requirements, or that any defects in our website will be corrected.

Information on our Services should not necessarily be relied upon and should not to be construed to be professional advice from us. CMW do not guarantee the accuracy or completeness of any of the information provided, and is not responsible for any loss resulting from your reliance on such information.

If your jurisdiction does not allow limitations on warranties, this limitation may not apply to you. Your sole and exclusive remedy relating to your use of the Services shall be to discontinue using the Services.

Under no circumstances will CMW be liable or responsible for any direct, indirect, incidental, consequential (including damages from loss of business, lost profits, litigation, or the like),

special, exemplary, punitive, or other damages, under any legal theory, arising out of or in any way relating to our website, your website use, or the content, even if advised of the possibility of such damages.

CMW total liability for any claim arising out of or relating to our Services shall not exceed one hundred (\$100) dollars and that amount shall be in lieu of all other remedies which you may have against CMW or our affiliates. Any such claim shall be subject to confidential binding arbitration as described in these TOU.

### Entire agreement

These TOU, constitute your entire agreement with us with respect to your use of our Services.

This TOU was last updated on 26 september april 2013.