



## **KI FUTURES TERMS AND CONDITIONS**

### **Article 1. Definitions**

In these General Terms and Conditions the following definitions apply:

*Applicable Law:*

All relevant European, national and regional laws, rules and regulations including but not limited to intellectual property law, privacy and personal data collection.

*Content:*

All information provided by Ki Culture to participants of Ki Futures, including (content of) Ki Books, articles, posts, texts, photographs, videos, drawings, texts, conferences, multimedia contents, and any other scientific, artistic, or literary works and presentations, data, images, and any other items.

*Ki Culture:*

Stichting Ki Culture, a foundation under Dutch law, registered in Amsterdam, the Netherlands and having its offices at Kloveniersburgwal 72 (1012 CZ), registered with the Chamber of Commerce under number 76373878.

*Ki Futures:*

The network and program set up by Ki Culture that connects sustainably-inclined cultural actors globally. Ki Futures enables and empowers those working in the cultural sector to actively engage with promoting and practicing sustainability in their workplace and through their work, under the terms as set out in these Terms and Conditions.

*Subscriber:*

Any natural person, institution, company or organization that has subscribed to and wishes to participate in Ki Futures.

*Subscription:*

The participation of a Subscriber to Ki Futures, under the terms as set out in this Terms and Conditions.

*Subscription Agreement:*

The agreement entered into between the Subscriber and Ki Culture, which stipulates the specific conditions of the Subscription.

### *Subscription Fees*

The amount payable by a Subscriber as stipulated in the Subscription Agreement.

### *Terms and Conditions:*

These terms and conditions.

## **Article 2. Applicability**

1. These Terms and Conditions are applicable to all services of Ki Future, including all Offer Letters and Subscription Agreements.
2. General (purchasing) conditions of the Subscriber do not apply.
3. Exceptions to these Terms and Conditions are only valid and binding if and insofar these have been agreed between the Subscriber and Ki Culture in written and/or through a Subscription Agreement.
4. Ki Culture has the sole right to unilaterally amend these Terms and Conditions at all times and shall notify the Subscriber of such amendment(s) in writing and the effective date of such amendment(s). If, in such an event, the Subscriber does not agree with the proposed amendments, it can terminate this Agreement within 30 days by written notice.
5. If one of multiple provisions in these Terms and Conditions are declared void through judicial intervention, the remaining provisions will remain in full force.
6. These Terms and Conditions shall remain in full force in the event that Ki Culture fully or partially changes name, legal form or owner. Ki Culture shall, at all times, be entitled to transfer its rights and obligations under these Terms and Conditions to a subsidiary, affiliate or group company.
7. The Subscriber explicitly declares to have received these Terms and Conditions prior to entering into any Subscription Agreement. The Subscriber also explicitly declares to have read the contents of these Terms and Conditions and to agree with all its conditions and provisions.

## **Article 3. Subscription Agreement**

1. Upon acceptance or signing of an offer letter, the Subscription Agreement between the Subscriber and Ki Culture comes into force.
2. The Subscription Agreement entails a non-transferable and non-exclusive right for the Subscriber to participate in Ki Futures, subject to the payment of the applicable Fees and in accordance with the provisions of the Subscription Agreement and the Terms and Conditions.
3. The Terms and Conditions form an integral part of the Subscription Agreement. In the event of any discrepancy or inconsistency between the provisions of the Terms and Conditions and the Subscription Agreement, the provisions of the latter shall prevail.

#### **Article 4. Term, termination**

1. A Subscription Agreement is concluded for an initial term of 12 months. After expiration of the initial term, unless the Subscriber terminates the Subscription Agreement at the end of the initial 12-month term by written notice, taking into account a 3-month notice period, the Subscription Agreement shall automatically renew for an undetermined period of time which can be terminated by the Subscriber at the end of each calendar year, taking into account a 3-month notice period.
2. Ki Culture is, at all times, entitled to terminate a Subscription Agreement by sending a written notice (including e-mail), taking into account a 1-month notice period, at the end of each calendar year.
3. Notwithstanding the provisions of this Article, Ki Culture is entitled to immediately terminate a Subscription Agreement by sending a written notice (including e-mail), without the requirement of prior notice, in the event that:
  1. A Subscriber infringes Applicable Law and/or any provision of the Subscription Agreement and/or the Terms and Conditions;
  2. A Subscriber is in violation of the Ki Futures Code of Conduct;
  3. A situation as described in Article 6.2 occurs;
  4. Ki Culture, in its sole discretion, concludes that a Subscriber has given any incorrect information when entering into a Subscription Agreement.
4. Expiration or termination of the Subscription Agreement entails de-activation of the Ki Futures Program and termination of permits granted to receive and use the Content published or made available in Ki Futures, including access to the Ki Port.

#### **Article 5. Subscription Fees**

1. The Subscriber shall pay Ki Culture the Subscription Fees.
2. Unless agreed otherwise, Subscription Fees shall be paid in currency of the Subscriber and be exclusive of VAT. Should any VAT be due, this shall be payable by the Subscriber.
3. Subscription Fees are payable either annually or monthly, as set out in the Subscription Agreement. In the event that the Subscriber has chosen to pay annually, the Subscription Fees are paid once per year prior to the start of each subscription year during the term of the Subscription Agreement. In the event that the Subscriber has chosen to pay monthly, the Subscription Fees are paid before the start of each subscription month during the term of the Subscription Agreement.
4. In the event of premature termination, no repayment of any Subscription Fees takes place.

## **Article 6. Payment**

1. The Subscription Fees are paid as set out in the Subscription Agreement.
2. In the event that Ki Culture does not receive the payment of a Subscriber in time:
  - a. The Subscriber is in default immediately without the requirement of Ki Culture to give notice of default;
  - b. Ki Culture is entitled to immediately block access of that Subscriber to Ki Futures, including all services and tools provided, and/or terminate the Subscription Agreement immediately;
  - c. Ki Culture is entitled to charge on the amount due statutory interest and compensation for (extra) judicial debt collecting costs made by Ki Culture.

## **Article 7. Intellectual Property of Ki Culture**

1. Ki Culture reserves all intellectual and industrial property rights over Ki Futures and its Content, as well as the distinctive corporate signs associated with it. Ki Culture is the exclusive owner of all Content generated under and for (the exploitation) of Ki Futures, or where appropriate, has the relevant authorities, over such Content.
2. Under the terms of the Subscription Agreement and these Terms and Conditions, and subject to full payment of the Subscription Fees, Ki Culture provides the Subscriber with the right to use the Content for the sole purpose for which it was shared under Ki Futures. This right to use does not include any right to modify or eliminate information of property, brands, copyright notices or any other notices on the Content. Except for in the context of its normal use as stipulated in the previous sentence, the Subscriber is not allowed to copy, multiply, spread, forward or offer the Content to any third party. Infringement of this section qualifies as a ground for termination as stipulated in Article 4.1.a.
3. These Terms and Conditions explicitly not aim to transfer any intellectual property rights.

## **Article 8. Undertakings of the Subscriber**

1. Subscriber uses its best endeavours to contribute to Ki Futures as much as possible and to pursue its goals.
2. By entering into a Subscription Agreement, the Subscriber acknowledges and agrees that Ki Culture may publish Content and information on the results and outcomes of their participation in (parts of) Ki Futures and/or the Content, services or tools provided thereunder. In addition, the Subscriber acknowledges and agrees that Ki Culture may make public their involvement in Ki Futures and present the Subscriber as a partner.

## **Article 9. Disclaimer, Limitation of Liability**

1. Under Ki Futures, Ki Culture uses its best endeavours to provide the Subscriber with Content, support, services, tools, networks and other resources as described in the Subscription Agreement and as may be offered by Ki Culture

from time to time. Ki Culture does however not guarantee or warrant that the Content, services, tools, network and other resources provided will lead to any particular result for a Subscriber. Any Subscriber that uses Content, support, services, tools, network and other resources provided under Ki Futures does so at their own discretion and risk. Any Subscriber remains at all time responsible for complying with Applicable Law, these Terms and Conditions and the Subscription Agreement, holding Ki Culture completely harmless in this respect. Ki Culture shall not be liable for any possible losses or harm that may derive from any use of the Content, services, tools, network and other resources provided under Ki Futures, including any loss or damage to building, venues, (art) works and other objects, or for any losses that may be caused by third parties that are beyond the control of Ki Culture.

2. If Ki Culture fails to perform its obligations under the Agreement and/or the Terms and Conditions, and after being given notice of default and summoned to rectify the consequences of the non-performance within a reasonable period, fails to comply with the summons in good time, Ki Culture shall be obliged to pay compensation for the direct damages resulting from the breach, up to a maximum of the Subscription Fee of the Subscriber.
3. Under no circumstances shall either Party be liable to the other Party for any indirect, incidental, special, consequential or exemplary damage, including loss of profits or lost revenues.
4. Ki Culture shall not be liable for damage to property of the Subscriber or third parties, no matter what the cause, which occurs during or in connection with the performance of the contract, unless there was willful misconduct or gross negligence on the part of Ki Culture.
5. The maximum liability of Ki Culture will in all cases be limited to the amount of an annual Subscription Fee, which amount will in no event exceed the amount that the liability insurance of Ki Culture compensates Ki Culture for.
6. The limitation on liability does not apply in the event of willful misconduct or gross negligence on the part of Ki Culture.

#### **Article 10. Force Majeure**

1. In the event that Ki Culture is unable to fulfil any of its obligations following from any Subscription Agreement due to a non-attributable failure (force majeure), the fulfilment of those obligations will be suspended for the duration of the force majeure situation.
2. If the force majeure situation continues for more than one month, both Ki Culture and the Subscriber will be entitled to dissolve the Subscription Agreement partly or in full, insofar as the force majeure situation justifies this, all this in accordance with the other provisions in these Terms and Conditions.
3. In the event of force majeure applicable to Ki Culture, the Subscriber will not be entitled to any compensation (in damages), not even if Ki Culture were to have any advantage as a result of the force majeure.

4. Force majeure is taken to mean every circumstance beyond the control of Ki Culture, fully or partially impeding the fulfilment of Ki Culture's obligations towards the Subscriber, or as a result of which the fulfilment of Ki Culture's obligations cannot reasonably be required from Ki Culture, regardless of the fact whether that circumstance could have been foreseen at the time the agreement of services was concluded. Those circumstances will include: measures by any government body, understaffing due to illness or death, (restricting measures imposed by any government as to prevent any) pandemics, force majeure applicable to a third party that has been engaged, including unscheduled maintenance or other disruptions of the hosting, server or cloud suppliers, technical breakdowns, loss of information or files, all in the broadest sense of the terms.

#### **Article 11. General Provisions**

1. A Subscriber cannot assign, or transfer the benefit of any Subscription Agreement or these Terms and Conditions to any third party without the prior written consent of Ki Culture.
2. Ki Futures and the contents of any Subscription Agreement and the Terms and Conditions are subject to Dutch law.
3. Any dispute arising out of or relating to this Subscription Agreement and the Terms and Conditions will be subject to the jurisdiction of competent courts in the district where Ki Culture is located.