

TERMS AND CONDITIONS

Article 1. Definitions

TERMS AND CONDITIONS:

Terms and Conditions of Impactainment, version oktober 2022, and of which the SPECIAL PROVISIONS are a part.

SPECIAL PROVISIONS:

SPECIAL PROVISIONS Impactainment, Productions BV – donor.

Impactainment, Productions BV is registered in the Commercial Register under number 77102908, hereinafter: Impactainment, Productions BV. Holding offices in Utrecht and officially registered in Utrecht.

DONOR: the natural or legal person who donates, has donated or will donate money to Impactainment, Productions BV for the benefit of the completion of a PROJECT.

PROJECT: the project on the SITE of Impactainment, Productions BV to which the donor has specified to donate money.

(Impactainment, Productions BV) SITE: the websites
<http://www.impactainment.com>,
<http://www.japannetherlands.com>,
<http://www.japannederland.nl>,
<https://gezondboeren.nl>,
<http://positivepowergroup.com>

AGREEMENT: any and all agreements between Impactainment, Productions BV and donor.

Article 2. Relevant Terms and Conditions

2.1 These Terms and Conditions shall apply to all requests, tenders and contracts between Impactainment, Productions BV and donors unless the parties have expressly agreed otherwise in writing. Other (General) Terms and Conditions of the donor or of third parties are not applicable.

2.2 Oral statements, promises or agreements are not legally binding, unless confirmed in writing.

2.3 If one or more provisions of these Terms and Conditions become null or void, the remaining provisions will remain in effect.

Article 3. Agreement

3.1 Offers and tenders from Impactainment, Productions BV are completely without obligation and may be revoked by Impactainment, Productions BV at any time prior to or immediately after the establishment of the agreement.

DONATIONS AND PAYMENTS

Article 4. Donation

4.1 Both natural and legal persons may donate money for the benefit of a PROJECT through a site of Impactainment, Productions BV.

4.2 Impactainment, Productions BV returns payments if the PROJECT and the benefits for the donors cannot be completed in accordance with the information on the website.

4.3 The legal relationship(s) between Impactainment, Productions BV and donor are controlled by articles 175 through 188, Boek 7 BW (Burgerlijk Wetboek) regarding 'donation' mutatis mutandis.

4.4 In accordance with article 7:175 section 2 BW, a donation made by a donor to Impactainment, Productions BV is deemed donated if Impactainment, Productions BV, after acknowledging the donation, has not immediately rejected it.

4.5 Paid donations cannot be recovered. This is in agreement with article 46a t/m f from the Burgerlijk Wetboek 7, afdeling 9A: Overeenkomsten op afstand.

4.6. Impactainment, Productions BV takes responsibility for making the film ready for showing.

4.7 The acknowledged donation will only be used by Impactainment, Productions BV to cover production costs of the film.

4.8 Impactainment, Productions BV will keep the donor informed about developments in the project through periodic updates.

4.9 Impactainment, Productions BV ensures that when the project is successfully financed via Impactainment, Productions BV, the donor will receive the agreed upon benefits within 6 months or, by exception, on a date to be specified. Impactainment, Productions BV is obligated to provide the benefits in a timely manner to the donor.

5.0 In the case of force majeure, Impactainment, Productions BV will establish new terms and conditions in order to complete the film.

Force majeure is hereby understood as the forced termination of film production:

- due to unforeseen national and/or international political and/or economic pressures;
- as a result of a national and/or international disaster or declaration of a state of emergency;
- by order of any statutory authority;
- natural disasters against which Impactainment, Productions BV could not reasonably protect itself;
- unexpected serious illness or death of the producer and director.

Article 6. Services and Liability Impactainment, Productions BV

6.1 Donor will indemnify and keep indemnifying Impactainment, Productions BV from all third-party claims for reimbursement from damages in connection with the discussion between aforementioned parties and between these parties and Impactainment, Productions BV pursuant to any contract or other legal relationship, existing rights and obligations.

6.2 In no event shall Impactainment, Productions BV be responsible for the manner in which donors or others use the services and/or equipment and related facilities provided by Impactainment, Productions BV. In particular, donors or others will indemnify Impactainment, Productions BV from third party claims relating to the contents of the files, information and/or materials Impactainment, Productions BV makes available on its website.

6.3 Impactainment, Productions BV is not liable for damages caused by a failure or malfunction of the amenities of its services or equipment, unless there is indication of premeditation or gross negligence from Impactainment, Productions BV.

6.4 If Impactainment, Productions BV is liable as a result of a shortcoming or defect of its own, liability shall be limited to the direct material damage that is unequivocally related to the defect. Liability for any form of indirect or consequential damage is excluded.

Article 7. Links and Privacy Policy

7.1 Impactainment, Productions BV does not provide personal information to third parties without consent of the concerned individual and Impactainment, Productions BV uses personal information in accordance with its Privacy Policy.

Article 8. Other Provisions; Applicable Law

8.1 These Terms and Conditions are governed by Dutch law. All disputes that may result from this agreement will be submitted, to the exclusion of all others, to the authorized court in Utrecht.

Article 9. Privacy Policy

Impactainment, Productions BV respects and protects the privacy of donors and takes the necessary steps to protect their personal information.

Sharing information

Impactainment, Productions BV only shares personal information of its users with third parties in the following circumstances:

- If Impactainment, Productions BV obtained consent therefore from the user. Sharing of your personal information always requires your explicit consent, possibly through an opt-in system.

- If Impactainment, Productions BV in good faith believes that access, use, preservation or sharing this information is reasonably required

a) to satisfy any applicable law, regulation, legal procedure or an enforceable governmental request,

b) to ensure compliance with the terms of use, including researching the non-compliance thereof by the user,

c) to trace, prevent or resolve problems related to safety, fraud or technical problems, or

d) to prevent, as much as possible, infringement of rights, property or safety of the Service, its users or the public, as required and authorized within the limits of the law.

9. Governing law

In this agreement, Dutch law is applicable.

Donor declares to be aware of the complete text and accompanying text on the SITE and to accept it.