

General Terms and Conditions of ReviseMe

The following terms and applicable legal rules apply to the services provided by ReviseMe. By using the ReviseMe website, the user agrees to be bound by these terms.

Article 1: Definitions

In these general terms and conditions, the following definitions apply, both in singular and plural forms:

- **Client:** The individual or legal entity who assigns tasks to the Editor via the website.
- **Editor:** The individual or legal entity who offers services through the website to perform tasks on behalf of a Client.
- **Assignment:** The agreement where the Editor commits to providing certain services to the Client.
- **Document(s):** All documents provided by the Client to the Editor via the platform, such as theses.
- **Services:** All services performed by the Editor for the Client as agreed upon via the platform.
- **Review Deadline:** The final date and time by which the reviewed document must be uploaded.
- **User:** Clients, Editors, and other individuals who use the website.
- **Service:** The services offered by ReviseMe, including the provision of a platform where Clients and Editors can connect.
- **ReviseMe:** ReviseMe BV, headquartered at Groetstraat 17, 1024 TV, Amsterdam, registered in the trade register under number 88305562.
- **Website:** The ReviseMe website, accessible via www.revise.me.

Article 2: Applicability of These Terms

2.1. These general terms and conditions apply to all agreements, actions, and legal acts between ReviseMe and the user, even when these actions or legal acts do not lead to or are not related to an Assignment.

2.2. **(Updated)** ReviseMe reserves the right to unilaterally amend or supplement these terms at any time. Users will be notified of significant changes at least 30 days before such changes come into effect, and users will be deemed to have accepted the changes unless they terminate their use of the service.

Note: Added a provision for notification in case of amendments to comply with common international standards on contractual changes.

2.3. The user's general terms are expressly rejected.

2.4. Any amendments to or additions to any provision of the agreement and/or these general terms and conditions between ReviseMe and the user will only be valid if confirmed in writing by registered mail or bailiff's notification.

2.5. Should any provision of these general terms be declared void or annulled, the remaining provisions shall remain in effect. ReviseMe will establish a new provision, maintaining the intent of the voided or annulled provision as closely as possible.

2.6. In the event of uncertainty regarding the interpretation of one or more provisions, the explanation should be provided in line with the "spirit" of these provisions.

2.7. If ReviseMe does not always require strict compliance with these terms, this does not mean that ReviseMe loses its right to demand compliance at a later time.

Article 3: Services

3.1. ReviseMe offers a platform on its website where Clients and Editors can:

- Connect regarding tasks related to professional services.
- Make arrangements concerning Assignments. ReviseMe's role is limited to facilitating and cannot be held responsible for the actions or omissions of a user in connection with the website.

3.2. The content of the website, including information about users, Assignments, and quotes, is provided by the users themselves. ReviseMe is not responsible for the accuracy or completeness of this information.

3.3. ReviseMe offers its information on the website on an "as is" basis without guarantees, warranties, or indemnities, including but not limited to the exclusion of guarantees related to ownership rights, sufficient quality, and non-infringement of third-party rights.

3.4. ReviseMe reserves the right to temporarily disable or restrict the website for maintenance or adjustments without liability for compensation.

Article 4: Use of the Service and Provision of Information

4.1. Users guarantee that all information provided (e.g., name, address, bank details, etc.) is complete, accurate, and up-to-date, and they will only use the service for themselves.

4.2. By offering information on the website, users grant permission for its publication and guarantee their authority to provide such consent.

4.3. ReviseMe reserves the right to modify or remove user-provided information (such as Assignments, references, or quotes) if it is deemed inaccurate, unreliable, unlawful, or in violation of the law.

4.4. Users may only use personal data obtained through the website for the purposes for which it was provided. Unauthorized collection or processing of such data is prohibited.

4.5. **(Updated)** Violations of Article 4.4 may result in an immediate fine of €1,000 per incident, in addition to other legal remedies or compensation claims by ReviseMe. Compliance with local data privacy laws, such as the GDPR, CCPA, or similar laws, is required.

Note: Expanded to include other relevant data privacy regulations for international applicability.

Article 5: Fees and Payment

5.1. Unless stated otherwise, all prices are in euros, excluding VAT and other applicable taxes.

5.2. Website prices are indicative, and the final price is determined through mutual agreement between Clients and Editors.

5.3. **(Updated)** ReviseMe reserves the right to change the prices of services and other products. Users will be informed of any significant price changes in advance, and they may choose to accept or decline continued use of services at the new rates.

Note: Added the requirement to notify users of significant price changes, which is common in various consumer protection laws.

Article 6: Assignment

6.1. The agreement is formed when the Client accepts the Editor's offer via the website. ReviseMe confirms receipt of the acceptance to both parties electronically.

6.2. The Assignment should include a detailed and accurate description of the services. Errors in the Assignment do not bind ReviseMe.

6.3. If an Assignment is not fulfilled as agreed, ReviseMe reserves the right to return the payment to the Client.

Article 7: Communication

7.1. All communication between ReviseMe and the user can occur electronically unless otherwise provided by the terms, agreement, or law.

7.2. **(New Clause)** In case of legal disputes, users agree to communicate in the official language of the governing jurisdiction.

7.5. Users agree to make their contact information available for ReviseMe's service communications, marketing, and promotional purposes unless they opt out.

Note: Added a clause for legal communication to ensure clarity in case of international disputes.

Article 8: Accounts

8.1. Users must have an account to access ReviseMe's services and agree to provide accurate, complete, and updated information.

8.4. ReviseMe may suspend or delete accounts found to violate these terms.

Article 9: Force Majeure

9.1. **(Updated)** In the event of force majeure (including, but not limited to natural disasters, pandemics, government restrictions, and wars), ReviseMe is not obliged to meet its contractual obligations.

9.4. If the force majeure lasts more than 30 days, either party may terminate the agreement without liability.

Note: Updated to explicitly mention pandemics and other international events to reflect current realities.

Article 10: Liability

10.1. ReviseMe is not liable for damages resulting from the services, except in cases of intent or gross negligence by ReviseMe.

10.2. **(Updated)** Liability for damages is limited to the direct losses suffered. ReviseMe is not responsible for indirect damages, including lost profits, data loss, or immaterial damage, except in cases where this limitation is prohibited by applicable consumer protection laws in certain jurisdictions.

Note: Expanded the liability clause to reflect international consumer protection standards that may limit liability waivers.

Article 11: Privacy

11.1. **(Updated)** The exchange and processing of personal data must be done confidentially and in accordance with applicable privacy laws, including the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), and any other relevant international laws.

Note: Broadened to include other relevant data privacy regulations for non-EU users.

11.2. ReviseMe will not disclose personal data to third parties unless permitted by applicable laws.

Article 12: Governing Law and Jurisdiction

12.1. **(New Clause)** These terms are governed by the laws of the Netherlands. Any disputes arising from these terms or the use of the services will be subject to the jurisdiction of the competent courts in Amsterdam, unless mandatory local laws provide otherwise for users in other jurisdictions.

Note: Added a governing law and jurisdiction clause for legal clarity in international contexts.