

Terms and Conditions

Fellow

Article 1. Definitions

1.1. In these terms and conditions, the following capitalized terms shall have the meanings set forth below, unless otherwise indicated or unless the context dictates otherwise:

- **Academy:** the online academy of Fellow;
- **Account:** the account created by the Customer on the Website;
- **BW:** Dutch Civil Code;
- **Content:** the data, texts, photos, videos, and other information that the Customer stores and/or distributes via the Software;
- **Fellow:** the party applying these terms and conditions, with its registered office at 2e Industrieweg 26, Lopik, Netherlands, registered with the Chamber of Commerce under number 95972307;
- **Customer:** the legal entity or natural person acting in the exercise of their profession or business who has entered into, or wishes to enter into, an Agreement with Fellow;
- **Agreement:** the agreement between the Parties;
- **Parties:** Fellow and the Customer;
- **Personal Data:** any information relating to an identified or identifiable natural person, as defined in Article 4:1 of the General Data Protection Regulation (GDPR);
- **Platform:** the social networking site(s) supported by the Software, including Twitter, Facebook, LinkedIn, Instagram, YouTube, Google My Business, Pinterest, and other social networking sites as described on the Website;
- **In Writing:** in writing or via email;
- **Software:** the online social media planning tool that Fellow makes available to the Customer via the Website as part of the Agreement;
- **Website:** the website <https://fellowtool.de/> and any other derivative websites managed by Fellow;
- **Work:** any work within the meaning of the Dutch Copyright Act created by Fellow or its licensor, including, but not limited to, the content of the Academy, course materials, and all documents/information published at <https://fellowtool.de/helpdesk>.

1.2. Unless the context indicates otherwise, defined terms in the singular shall also refer to the plural.

Article 2. General

2.1. These terms and conditions apply to every offer and all quotations from Fellow, to all Agreements, and to all other legal acts between the Parties. They also apply if the Customer uses the Software during a trial period.

2.2. These terms and conditions do not apply to the use of the Platform. The applicable (general) terms and conditions of the relevant Platform govern the Customer's use of the Platform. These terms can be found on the Platform's website.

2.3. Once these terms and conditions have applied to a legal relationship between the Parties, the Customer is deemed to have consented in advance to the applicability of these terms and conditions to any subsequent Agreements.

2.4. Any purchase or other terms and conditions of the Customer do not apply to the Agreement or to any other legal relationship between the Parties, unless Fellow has expressly accepted their applicability in Writing.

2.5. If the Customer's purchase or other terms and conditions do apply to the Agreement and contain provisions that conflict with these terms and conditions, the provisions of these terms and conditions of Fellow shall prevail.

2.6. Deviations from these terms and conditions may only be agreed upon in Writing.

2.7. If any provision of these terms and conditions is null or void, the remaining provisions shall remain fully in effect. Fellow shall replace any null or void provisions with provisions that preserve, as much as possible, the purpose and intent of the original provisions.

2.8. If Fellow does not always strictly enforce these terms and conditions, this does not imply that the terms and conditions do not apply or that Fellow loses the right to require strict compliance in future cases, whether similar or not.

2.9. Fellow reserves the right to amend these terms and conditions and to declare the new terms applicable to existing Agreements. The Customer shall be notified in Writing at least two months prior to the effective date of the new terms and conditions, including the date of entry into force. If the Customer does not agree with the amended terms, they may terminate the Agreement (early). Such termination must occur within 30 days after the Customer has been notified of the amended terms and conditions.

Article 3. Offer

3.1. Every offer and all quotations from Fellow are without obligation.

3.2. The quotation is valid for a period of 30 days.

3.3. The prices and rates stated do not automatically apply to subsequent Agreements.

3.4. Fellow is not bound by (typographical) errors in its quotation or on the Website.

Article 4. Formation of the Agreement

4.1. The Agreement is concluded at the moment that:

a. the Customer has completed and submitted the online order form via the Website;

b. the Customer has explicitly accepted Fellow's quotation;

c. the Parties have agreed that the Customer may use the Software free of charge during a trial period to test its functionality.

4.2. Immediately after the Agreement has been concluded via the Website, a confirmation will be sent to the Customer by email.

Article 5. Trial Period, Term, Termination, and Deactivation of the Account

5.1. After the expiration of the free trial period, the Agreement will automatically convert into a paid Agreement for a period of either indefinite duration or 1 year, at the Customer's choice, unless the Customer has terminated the Agreement during the trial period.

5.2. A 1-year Agreement will automatically renew for successive 1-year periods unless it is terminated near the end of the term. Such termination must be made in Writing, observing a notice period of at least 1 month.

5.3. At the conclusion of the Agreement, the Customer may choose from different packages. If the Customer has entered into a 1-year Agreement, the package may be upgraded during the term of the Agreement. Downgrading a package for a fixed-term Agreement is only possible upon renewal of the Agreement.

5.4. If the Customer terminates a 1-year Agreement early, or does not use the Software or the Academy during the term, any fees already paid remain due, and no refund will be issued.

5.5. An Agreement of indefinite duration may be terminated at any time. Such termination must be made in Writing, observing a notice period of at least 1 month.

5.6. After the end of the Agreement, the Account will be deactivated, and the Customer will no longer have access to the Software.

5.7. If the Customer enters into a new Agreement with Fellow within 3 months after the end of the previous Agreement, the Customer's Account may be reactivated without loss of Content.

5.8. The Customer is responsible for downloading any Content before the end of the Agreement. Fellow is never responsible for loss of Content due to the Customer not having used the opportunity to download Content.

5.9. If the Customer subscribes to access the Academy without subscribing to the Software, the term of the Agreement will be agreed in Writing, and invoicing will be carried out in advance or in installments.

Article 6. Account

6.1. To use the Software, the Customer must create an Account.

6.2. The Customer is responsible for keeping the login credentials of their Account confidential. Fellow is not liable for any unauthorized use of the Customer's login credentials and/or Account by a third party.

6.3. If the Customer becomes aware that a third party is using their login credentials and/or Account without authorization, the Customer must immediately notify Fellow.

Article 7. Performance of the Agreement and Access to the Academy

7.1. Fellow will use reasonable efforts to perform the Agreement diligently.

7.2. Except for statutory guarantees that cannot be excluded, the Software is provided to the Customer “as is,” without any warranty of any kind.

7.3. The support included in the agreed fee for the Agreement depends on the type of package purchased by the Customer.

7.4. The Agreement is not limited to a specific number of users.

7.5. Fellow reserves the right to make changes or additions to the Software at any time.

7.6. Fellow has the right to engage one or more third parties at its discretion for the performance of the Agreement.

7.7. During the term of the Agreement, the Customer has the right to access the Academy. The Academy is provided via a third-party platform. The Customer will receive an email with a link to create a password with their email address to gain access to the Academy. After the Agreement ends, the Customer will no longer have access to the Academy.

Article 8. Responsibilities of the Customer

8.1. The Customer shall ensure that all information that Fellow indicates is necessary, or that the Customer should reasonably understand to be necessary for performing the Agreement, is provided to Fellow in a timely manner.

8.2. The Customer guarantees the accuracy, completeness, and reliability of the information provided.

8.3. The Customer may only use the Software for the purpose for which it is made available.

8.4. The Customer is not allowed to:

- a. use the Software for illegal purposes;
- b. distribute illegal Content through the Software;
- c. distribute Content through the Software that infringes the rights of third parties;
- d. use the Software to store or transmit content, including Content, that may be infringing, defamatory, threatening, harmful, or otherwise unlawful, including content that infringes intellectual property rights, privacy rights, publicity rights, or other laws, or for sending spam or unsolicited messages in violation of applicable law;
- e. use the Software to create a competing product or service or to copy ideas, features, functionalities, or images of the Software.

If Fellow identifies such practices or Content, Fellow will contact the Customer and has the right to terminate the Customer’s access to the Software.

8.5. The Software may only be used in accordance with applicable laws and regulations.

8.6. The Customer is responsible for the use of the Software by their employees and for activities conducted through their Account. The Customer must ensure that their employees also comply with these terms and conditions.

8.7. It is the Customer's responsibility to use the Software in compliance with the rules, policies, and terms of the Platform.

8.8. The Customer is responsible for the proper use and application of the Software within their organization and for following any instructions provided by Fellow.

8.9. If the Customer fails, does not timely, or does not properly fulfill their contractual obligations, or acts unlawfully toward Fellow, the Customer shall compensate Fellow for all damages (including costs and labor) incurred as a result.

Article 9. Price Changes

9.1. Fellow reserves the right to adjust its fees from time to time and to declare the adjusted fee applicable to existing Agreements. The Customer shall be notified in Writing at least 2 months prior to the effective date of any fee change, including the date on which it takes effect.

9.2. If the adjusted fee is declared applicable to a fixed-term Agreement, the fee change will take effect upon renewal of the Agreement.

Article 10. Invoicing, Payment, and Joint Liability

10.1. Invoicing for Agreements of indefinite duration is done monthly in advance.

10.2. Invoicing for 1-year Agreements is done annually in advance.

10.3. Payment is made by direct debit, for which the Customer grants authorization to Fellow by completing the online form on the Website or by any other means.

10.4. Invoices are sent to the Customer via email.

10.5. If the direct debit cannot be executed or is reversed, the Customer is requested to pay within the payment term stated in the reminder. If the Customer does not comply with this reminder, they are automatically in default. From the moment the Customer is in default, Fellow has the right to charge interest of 2% per month, with any part of a month counted as a full month, unless statutory trade interest is higher, in which case the statutory trade interest applies. Interest on the amount due will accrue from the date of default until full payment is made. In addition, all collection costs, both judicial and extrajudicial, shall be borne by the Customer. The fee for extrajudicial collection costs is set at a minimum of 15% of the outstanding principal amount, with a minimum of €250.

10.6. Payments made by the Customer shall first be applied to any accrued interest and costs and then to the oldest outstanding invoices, even if the Customer specifies a different allocation order.

10.7. Rights are granted to the Customer on the condition that the Customer has fully paid all fees owed under the Agreements concluded between the Parties.

10.8. If multiple Customers place a joint order, each Customer is jointly and severally liable for fulfilling (payment) obligations to Fellow.

10.9. If Fellow enters into an Agreement with a company in formation, the founders remain jointly and severally liable for the entire obligation even after the Agreement is confirmed.

10.10. The full invoice amount becomes immediately due and payable if a payment term is not met on the due date, or if the Customer becomes insolvent, applies for (provisional) suspension of payments, is declared subject to the statutory debt restructuring scheme (WSNP), and/or if any attachment is made against the Customer. In such cases, the Customer is obliged to immediately inform Fellow.

10.11. Any objections or complaints regarding invoices must be submitted in Writing within 7 days of receipt of the invoice; otherwise, the invoices are considered accepted. Such complaints do not suspend the obligation to pay.

Article 11. Suspension and Termination of the Agreement

11.1. Fellow is entitled to suspend performance of the Agreement if:

- a. the Customer fails to fulfill the obligations under the Agreement or these terms and conditions, in full or in part, including payment obligations;
- b. circumstances become known to Fellow after the conclusion of the Agreement that provide reasonable grounds to fear that the Customer will not fulfill its obligations.

11.2. Fellow will notify the Customer in Writing of any suspension.

11.3. Fellow has the right to terminate the Agreement in Writing, without judicial intervention and without observing a notice period, if:

- a. the Customer fails to fulfill obligations towards Fellow and does not comply with a formal notice providing a reasonable period to remedy the situation. If performance is permanently impossible, a notice may be omitted;
- b. the Customer has been granted suspension of payment;
- c. the Customer is insolvent or bankruptcy has been applied for;
- d. the Customer's company is liquidated or terminated, except for mergers or acquisitions;
- e. circumstances arise that make performance of the Agreement impossible or, according to standards of reasonableness and fairness, can no longer reasonably be required, or other circumstances occur making the continuation of the Agreement unreasonable.

11.4. If Fellow suspends or terminates the Agreement, it is under no obligation to compensate any damages or costs incurred and no refund of amounts already paid will be made.

11.5. Fellow always retains the right to claim compensation from the Customer for any damages suffered due to suspension or termination of the Agreement under this article, including loss of revenue.

11.6. Upon termination of the Agreement, all rights granted to the Customer shall lapse. The Customer is no longer entitled to use the Software.

11.7. Articles intended by their nature to remain applicable after the end of the Agreement shall remain in force after termination.

Article 12. Liability, Limitation Period, and Indemnification

12.1. Fellow cannot be held liable for any damage that is a direct or indirect result of:

- a. an event that is effectively beyond its control and therefore cannot be attributed to its acts or omissions, as further described in Article 13 of these terms and conditions;
- b. any act or omission of the Customer, its employees, or any other persons engaged by or on behalf of the Customer.

12.2. The Customer is under all circumstances responsible for the accuracy and completeness of the data provided. Fellow is never liable for any damage that is (partly) caused by incorrect and/or incomplete data provided by the Customer. The Customer indemnifies Fellow against all claims in this regard.

12.3. Fellow is not liable for damages caused by cybercrime.

12.4. Fellow does not guarantee that the Software will operate without interruption or errors. Fellow is not liable for damage resulting from temporary unavailability of the Software, technical faults, or malfunctions. Use of the Software is entirely at the Customer's risk.

12.5. Fellow is not liable for any damage the Customer suffers as a result of using the Software in a manner that violates these terms and conditions, in particular as referred to in Article 8.4.

12.6. Fellow is never liable for any damage of any kind suffered by the Customer related to the (non-)functioning of hardware, systems, or (internet) connections of the Customer.

12.7. Use of a Platform is always entirely at the Customer's risk. Fellow is in no way liable for damage, including reputational damage, that the Customer suffers from using a Platform.

12.8. Fellow is never liable for the acts or omissions of a Platform. If the Platform imposes restrictive measures, such as deactivating an account on the Platform, Fellow is not liable for any damage suffered by the Customer or its clients as a result.

12.9. If the Customer temporarily does not have access to the Academy due to the malfunction or non-performance of a third-party platform on which the Academy is provided, Fellow is not liable for any damage suffered by the Customer, and the Customer has no right to a refund or any other form of compensation.

12.10. Use of the Work is entirely at the Customer's own risk. Fellow is not liable for any damage resulting from actions or omissions of the Customer based on information contained in the Work. No rights can be derived from the information contained in the Work.

12.11. Any liability of Fellow for consequential damage is excluded. Consequential damage includes, but is not limited to: loss of profits, missed savings, lost revenue, costs incurred to

prevent or determine consequential damage, delay damages, business interruption, business damages, reputational damage, personal or property damage, data loss, labor costs, and imposed fines or sanctions.

12.12. If Fellow is liable for any damage, its liability is limited to the amount paid out by Fellow's insurer. If the insurer does not pay, the damage is not covered under insurance, or Fellow is not insured for that damage, Fellow's liability is limited to the invoice value of the part of the Agreement to which the liability relates, with a maximum of two months' invoiced fee.

12.13. Fellow's liability arises only if the Customer gives Fellow timely and proper Written notice of default, specifying a reasonable period to remedy the attributable shortcoming, and Fellow still fails to fulfill its obligations after that period. The notice of default must include as detailed a description of the shortcoming as possible so that Fellow can respond adequately. The Customer must at all times allow Fellow to carry out corrective actions and to limit or reverse any damage.

12.14. Any claim for compensation expires 12 months after the claim arises.

12.15. The Customer indemnifies Fellow:

- a. against claims brought by third parties against Fellow for incidents, acts, or omissions for which Fellow is not liable under the foregoing;
- b. for all damage suffered by Fellow as a result of claims from third parties arising from or related to the Customer's use of the Software or Fellow's performance of the Agreement.

The Customer is obliged to indemnify Fellow upon first request for all costs and damages that may arise for Fellow as a direct or indirect result of a claim brought by a third party as referred to in this clause.

Article 13. Force Majeure

13.1. Fellow is not obliged to fulfill any obligation if it is prevented from doing so due to force majeure. Force majeure on the part of Fellow includes, but is not limited to, situations in which Fellow is prevented from fulfilling its obligations under the Agreement or preparing to do so as a result of: internet outages, cybercrime, power outages, email disruptions, extreme or severe weather conditions, natural disasters, traffic disruptions, strikes, war, terrorism, boycotts, theft, fire, epidemics, pandemics, government measures, illness or personal (family) circumstances of the natural person performing or responsible for performing the Agreement on behalf of Fellow, errors or malfunctions in software, websites, networks, or (online) services of third parties, and changes in laws and regulations.

13.2. Fellow may also invoke force majeure if the circumstance preventing (further) performance occurs after Fellow should have fulfilled its obligations.

13.3. If the force majeure situation continues for at least 6 weeks, the Parties are entitled to terminate the Agreement, without being obliged to pay any damages, provide restitution, or compensation in connection with such termination.

Article 14. Complaints

14.1. Complaints regarding the Software or a malfunction in the Software must be reported by the Customer to Fellow as soon as possible after the circumstance giving rise to the complaint or the malfunction occurs. Complaints and/or malfunctions can be reported to Fellow in the following ways:

- By email: info@fellowtool.de

14.2. The Customer must give Fellow the opportunity to investigate a complaint and carry out corrective actions within a reasonable period.

14.3. If there is a malfunction in the functioning of the Software, Fellow will make reasonable efforts to resolve the malfunction as soon as possible.

14.4. A complaint will not be processed further free of charge if it is found that there is no defect in the Software attributable to Fellow, and Fellow is not liable if it becomes apparent during the investigation of the complaint or report of a malfunction that:

- a. the defect/malfunction is the result of a (online) service or software of a third party;
- b. the Software does not function or does not function properly due to hardware, systems, or (internet) connections used by the Customer.

14.5. Fellow's liability is at all times limited to the provisions set out in Article 12.

14.6. Complaints do not suspend the Customer's obligation to pay.

Article 15. Intellectual Property Rights

15.1. The Customer must at all times respect the intellectual property rights vested in the Software and the Work. The Agreement does not, and shall never, result in the transfer of intellectual property rights. The Customer shall never claim rights to the source code of the Software.

15.2. The Customer is granted a non-exclusive and non-transferable right to use the Software for the duration of the Agreement.

15.3. The Customer is not permitted to copy, reverse engineer, exploit, make available to third parties, or grant sublicenses of the Software, the Work, or any parts thereof.

15.4. If the Customer acts in violation of Fellow's or its licensor's intellectual property rights, the Customer shall be liable for all damages suffered by Fellow as a result, including lost revenue and any compensation Fellow is required to pay to its licensor.

Article 16. Personal Data

16.1. Fellow processes Personal Data in accordance with the General Data Protection Regulation (GDPR). For more information on how Fellow processes Personal Data, the

Customer can consult Fellow's privacy statement at:

<https://fellowtool.de/wp-content/uploads/2026/03/Privacy-policy-Fellow.pdf>.

16.2. Fellow processes Personal Data on behalf of the Customer. The arrangements regarding this processing are recorded in a data processing agreement concluded between the Parties.

Article 17. Limitation Period

Unless otherwise specified in these terms and conditions, the Customer's claims of any kind against Fellow shall in any case expire 1 year after the moment the Customer became aware, or could reasonably have become aware, of the existence of these claims.

Article 18. Assignment of Agreement and Cessation of Business Activities

18.1. If Fellow transfers its business (in whole or in part) or assigns its legal relationship arising from the Agreement, the Customer hereby gives prior consent, by entering into the Agreement, to the transfer of the Agreement to the party that takes over the business (in whole or in part) from Fellow or assumes the legal relationship. The Customer is obliged to cooperate with such assignment as set out in Article 6:159 of the Dutch Civil Code.

18.2. If Fellow ceases its business or business activities to which the Agreement relates and no transfer as described in Article 18.1 takes place, Fellow shall not be liable for any damage suffered by the Customer as a result of Fellow partially or fully ceasing its business activities.

18.3. The Customer is not permitted to assign any rights under an Agreement concluded with Fellow to a third party without prior consent from Fellow, except in the case of a transfer of the Customer's entire business.

Article 19. Applicable Law and Competent Court

19.1. These terms and conditions, every Agreement, and all other legal acts between the Parties are governed by Dutch law, even if an obligation is performed wholly or partially outside the Netherlands or if the Customer is established outside the Netherlands.

19.2. The Parties shall first make every effort to resolve any dispute amicably before submitting it to the courts.

19.3. All disputes regarding Agreements and legal acts between the Parties shall be exclusively submitted to the competent court in the district where Fellow is established.

These terms and conditions come into effect on **15-01-2025**.