

## PROCES MEDIA SUBSCRIPTIONS

### TERMS AND CONDITIONS

#### **Article 1. Definitions**

1. The capitalized phrases used in these Terms and Conditions are defined below; they may occur in both singular and plural.

- **Subscriber:** the natural person who or legal entity that buys a subscription from Proces Media B.V.
- **Subscription:** the legal relationship between Proces Media and the Subscriber, under which Proces Media periodically sends the Subscriber a digital and/or print magazine and/or Newsletter under the applicable terms.
- **Terms and Conditions:** these terms and conditions.
- **Consumer:** a natural person who is not acting on behalf of their business or professional activities.
- **Intellectual Property Rights:** all rights related to intellectual and industrial property, including copyright, trademarks, patents, design rights, trade names, databases rights, neighboring rights, rights to know-how, and rights to a performance on a par with a patentable invention, related to the Magazine(s) and Newsletters and any part thereof.
- **Magazine:** the online and/or print magazines issued by Proces Media to which the Subscription applies.
- **Newsletter:** a newsletter that Proces Media periodically sends via email.
- **Proces Media:** Proces Media B.V., a private limited company located at (1421 AC) Uithoorn, Marktplein 2, registered with the Chamber of Commerce under number 66862396.
- **Written/In Writing:** by post or email.
- **Website(s):** the solidsprocessing.nl', 'fluidsprocessing.nl', and/or 'maintenancebenelux.nl', 'marketingconnectie.nl' websites.
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#### **Article 2. General**

1. Unless otherwise stated by Proces Media or agreed upon In Writing, these Terms and Conditions apply to all Subscriptions and offers related to Subscriptions, and to all legal relationships between Subscribers and any affiliated party of Proces Media, such as a subsidiary, sister, or parent company (in which case, in these Terms and Conditions, “Proces Media” refers to that affiliated party).
2. By subscribing, the Subscriber accepts these Terms and Conditions.
3. Subscribers cannot transfer their rights and/or obligations to a third party unless Proces Media gives them written permission to do so.

4. Proces Media reserves the right to change these Terms and Conditions. Changes to the Terms and Conditions will take effect when the current Subscription period ends. If a Subscriber is subscribed to a Newsletter only, the new Terms and Conditions will take effect immediately. The most recent Terms and Conditions can be viewed and downloaded [here](#).

### **Article 3. Offers, Proposals, and Acceptance**

1. Subscriptions are bought in the manner described on each publication's Website.
2. Proces Media reserves the right to refuse a subscription request without providing a reason.
3. Subscriptions take effect once Proces Media has processed the request.
4. Proces Media processes a Subscription request by sending a confirmation email to the email address the Subscriber has provided.
5. Proces Media reserves the right to change the scope, content, and layout of the publication at its discretion, ensuring that the publication, even after changes, remains proportional to the subscription fee.

### **Article 4. Subscription Period, Renewal, Withdrawal, and Termination**

Unless otherwise agreed, first-time paid Subscriptions are twelve months long.

1. Subscriptions will be automatically renewed for the same length of time at the fee applicable at the time of renewal, unless the Subscriber or Proces Media has notified the other party In Writing at least one month before the end of the Subscription period that the Subscription will not be renewed.
2. If the Subscriber is a Consumer, they may cancel their paid Subscription after the first year, subject to a one-month notice. Subscribers will receive a refund for the months paid ahead.
3. If the Subscriber is a Consumer, they may cancel a paid Subscription within fourteen days of its commencement without explanation by sending an email to [abo@procesmedia.nl](mailto:abo@procesmedia.nl).
4. Notwithstanding the above, free Subscriptions may be canceled at any time with immediate effect.
5. In the event of the death of a natural person, the Subscription will be terminated as soon as the death is reported to Proces Media. In such cases, subscription fees paid ahead for the remainder of the year will be refunded if they exceed fifteen (15) euros.

### **Article 5. Prices**

1. For paid Subscriptions, the fees listed on the Website(s) apply. Unless stated otherwise, these amounts are exclusive of VAT.
2. Proces Media may change the Subscription fees unilaterally when the subscription is (automatically) renewed.
3. If Proces Media sends print copies of the magazine to destinations outside the Netherlands, they may charge the Subscriber an additional fee.

#### **Article 6. Invoicing and Payment**

1. The fee for a paid Subscription must be paid in the manner set by Proces Media.

#### **Article 7. Delivery and Addresses**

1. Any errors in a Subscriber's name or address must be brought to Proces Media's attention as soon as possible.
2. Subscribers may notify Proces Media about a change of address by sending an email to [abo@procesmedia.nl](mailto:abo@procesmedia.nl), stating both the old address and the new address and the date when the change takes effect. Processing a change of address may take up to 5 business days, after which Proces Media will use the new delivery address.
3. If the Subscriber has not received the print magazine at the specified address on time, they can file a complaint with the Subscription department of Proces Media. Proces Media will make every effort to redeliver the magazine as soon as possible at no extra cost.
4. Complaints about the delivery do not give the Subscriber the right to suspend payment of the Subscription fee, either in full or in part.

#### **Article 8. Personal Data**

1. Proces Media processes Subscribers' personal data in accordance with the General Data Protection Regulation (GDPR). For more information on personal data, please refer to our [privacy policy](#).

#### **Article 9. Intellectual Property**

1. Proces Media explicitly reserves all its Intellectual Property Rights, including Text & Data Mining and Machine Learning. Without the express written permission of Proces Media, no part of the Magazines or Newsletters may be reproduced or made public in any way.

#### **Article 10. Applicable Law and Jurisdiction**

1. These Terms and Conditions are governed by Dutch law.
2. Any dispute arising from these Terms and/or Subscriptions and/or from Proces Media Subscriptions will be submitted exclusively to the court in Amsterdam.