

## **Terms of Sale DAMNtown bv (publisher of DAMN°)**

### **1. Definitions**

1. In these general terms and conditions the following definitions apply:

- Subscriber: a contracting party that has a subscription to a Title.
- Subscription: an agreement whereby a person periodically receives an edition of a magazine for a fee.
- Subscription conditions: these general subscription conditions of DAMNtown bv.
- DAMNtown bv: Private company, located at Coupure 53 /001, 9000 Gent; registered in the Kruispuntbank for Enterprises under number BE0717.923.724 ("DAMNtown") and each of its affiliated companies.
- Written: by letter or by e-mail.

### **2. General**

1. The Subscription Terms apply to all Subscriptions to the magazines published by DAMNtown bv.
2. By entering into a Subscription, the Subscriber is deemed to have agreed to these terms and conditions.
3. DAMNtown bv is authorized to amend the Subscription Conditions. DAMNtown bv shall inform Subscribers in a timely manner via its website(s) about the changes and the time of entry into force.

### **3. Start – end Subscription**

1. Any subscription offer by DAMNtown bv is subject to obvious errors (such as printing and typesetting errors) and mistakes.
2. If a subscription offer includes a discount on the subscription price or a welcome gift, this can only be used by the Subscriber if the Subscriber has not had a Subscription to the same magazine for six months prior to subscription.
3. After receiving the application for a Subscription, DAMNtown bv shall confirm the Subscription in writing as soon as possible. This will indicate the starting edition of the relevant magazine and the duration of the Subscription.
4. Corresponding article 80, § 4, 4° of the Commercial Practices Act, the consumer does not have a cooling-off period, during which he can renounce the purchase.
5. If a Subscription is taken for an indefinite period, a Subscriber can cancel it at any time by telephone or in writing, subject to one month's notice.
6. If a Subscription has been taken for a specific period of time, it shall end by operation of law after the agreed term has expired, without cancellation being required.
7. DAMNtown bv is entitled to discontinue the publication of a Title at any time for any reason. In that case, it is not obliged to make any further deliveries after discontinuation. The Subscription will then end simultaneously. In that case, the Subscriber is entitled to a refund of part of the subscription fee.
8. A subscription to DAMN° can be taken worldwide. The location where the physical copy is to be delivered determines the subscription fee. 3 tariff zones have been defined, namely: a/ Belgium, b/ Rest of Europe (not Belgium) and c/ outside Europe.

### **4. Welcome gifts**

1. The offer of a welcome gift shall be valid while stocks last and shall be given only once to new subscribers. New subscribers are defined as subscribers who have not received a subscription at the same address for at least 6 months.
2. DAMNtown bv reserves the right to offer a subscription with a welcome gift in specific tariff zones, but not in others.
3. If a welcome gift has not been collected by the Subscriber (after being offered by the postal services), DAMNtown bv reserves the right to charge an additional fee for a 2nd delivery.
4. If a welcome gift is no longer in stock, the Subscriber is entitled either to an alternative welcome gift or to the discount on the subscription fee associated with the offered Subscription, at the Subscriber's discretion.
5. DAMNtown bv shall send the welcome gift to the address specified by the Subscriber no later than six weeks after receipt of the subscription fee. DAMNtown bv strives to inform a Subscriber as soon as possible, if unexpectedly it cannot be sent until later.
6. If a welcome gift received by a Subscriber is not received in its original condition, the Subscriber should report this to Customer Service via +32 (0)9 296 20 75 or via DAMN@IdecomMedia.be
7. DAMNtown bv does not guarantee that the colour(s) of the Welcome Gift in the images are exactly the same as the colours in reality.

8. The Subscriber must inspect the Welcome Gift immediately upon receipt, reporting any defects found within 14 days in writing at the latest to Customer Service via DAMN° \* Idecom Media \* Gouvernementstraat 32 \* 9000 Ghent \* Belgium or via DAMN@IdecomMedia.be  
DAMNtown bv has the right not to handle a complaint not submitted in time.

5. Payment of subscription fees

1. Subscription fees are stated per number of editions (or duration in the case of digital formulas) and confirmed at the time of purchase.

2. All subscription prices apply to Belgium, Rest of Europe and outside Europe and include VAT. For questions about the current subscription prices, the Subscriber can always visit the DAMN° website or contact Customer Service Department at +32 (0)9 296 20 75 or via DAMN@IdecomMedia.be.

3. Changes in the subscription price will be communicated on the website of the magazine concerned at least four weeks before the effective date, as well as in the colophon of the magazine concerned.

4. Payment is made by means of online payments, bank direct debit (in NL: direct debit) or by transferring the invoice amount to the bank account stated on the invoice.

5. In the event of late payment, including reversal of debited subscription fees, reminder costs will be charged.

6. If payment is not made despite a reminder, DAMNtown bv is entitled to terminate the Subscription prematurely and transfer the claim to a collection agency. In that case, the Subscriber continues to owe the subscription fee and the reminder costs already charged, plus extrajudicial collection costs and statutory interest.

6. Delivery

1. During the Subscription period, each new issue of the magazine covered by the Subscription will be sent to the address provided by the Subscriber.

2. If an issue of a magazine has not been received or has been damaged, or if the Subscriber wishes to pass on a change of address, the Subscriber can report this to the Customer Service via +32 (0)9 296 20 75 or via DAMN@IdecomMedia.be. The Customer Service can be reached by telephone on weekdays (except public holidays) from 9 a.m. to 5 p.m. (CET). By post, the customer can contact DAMN° - Idecom Media \* Gouvernementstraat 32 \* 9000 Ghent \* Belgium

In the event of a change of address, the magazine will be sent to the newly specified address no later than four weeks after receipt of the change of address.

3. Worldwide delivery is provided for DAMN°. Shipments depart from Belgium, depending on the country of destination, the delivery time can be up to 4 weeks after publication of the magazine.

4. The Subscriber is responsible for the timely notification of a change of address to DAMN°'s customer service, via +32 (0)9 296 20 75 or via DAMN@IdecomMedia.be. The Customer Service can be reached by telephone on weekdays (except public holidays) from 9 a.m. to 5 p.m. (CET). By post, the customer can contact DAMN° - Idecom Media \* Gouvernementstraat 32 \* 9000 Ghent \* Belgium.

7. Privacy

1. Your data will be stored and used for internal, automated processing in the context of customer management, business operations and offers. You have the right to access and correct your data at any time. We never sell your contact details to third parties.

8. Applicable law, competent court

1. All rights, obligations and offers to which these Subscription Terms and Conditions apply are governed exclusively by Belgian law.

2. All disputes between the parties will fall within the exclusive jurisdiction of the courts of the judicial district of Ghent.

9. Subscription management

1. DAMNtown bv uses the services of Idecom Media for the management of subscriptions and their logistical completion. Customer Service via +32 (0)9 296 20 75 or via DAMN@IdecomMedia.be. Customer Service can be reached by telephone on weekdays (except public holidays) from 9 a.m. to 5 p.m. (CET). By post, the customer can contact DAMN° - Idecom Media \* Gouvernementstraat 32 \* 9000 Ghent \* Belgium \* VAT/KBO 0476.832.006.

Idecom Media is the point of contact for all questions, complaints, etc.