

TERMS OF SERVICE

 Generation
MAGNETS

Everything you need to know about the use of the Generation Magnets website and community/tribe






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Terms of Service

The Terms of Service are for all Members with some additional provisions for Influencers and Group Owners.

About Generation Magnets

Hi, we are Generation Magnets and these are our main contact details:

-  Website:
<https://generationmagnets.com>
Community/Tribe:
<https://tribe.generationmagnets.com>
-  contact@generationmagnets.com
-  President Rooseveltlaan 175a
6224 CM Maastricht, Netherlands

Generation Magnets is a trade name of Seco, having its registered office at 6224 CM Maastricht and registered in the Trade Register under number 58030220 and subject to VAT with VAT number NL001822971B11.

Definitions

- Member: you who, as a natural person, uses the Generation Magnets Community. By Member we mean all variants, including for example the Logged in Member, the Non Logged in Member, the Group Owner, the Group Member
- Influencer: the trainer, coach or other expert who shares his expertise and experience through our Community with Members of our Community
- Partner: a third party with whom Generation Magnets has a partnership. This party can offer products and/or services, commercial or non-commercial in nature
- Room: that part of the Community where you, as a Member, can post Content and engage in conversation with each other
- Private Room: that part of the Community that is only available to a certain group and where only Group

Members can make Content available and have contact with each other

- Group Owner: the Member who has started a Group or has been given the role of Group Owner by an existing Group Owner. Group Owner Members may make Content available and remove Content
- Group Member: the Member who is registered with a particular group
- Profile: the information you provide to Generation Magnets as a Member for the use and management of the Community and our services
- Content: all (text) files, images, photographs, sound recordings, materials and all other forms of information and data shared by you or other Members or by Generation Magnets available in the Community
- Terms of Service: These terms and conditions, regardless of the form in which they are expressed
- Privacy Statement: The document entitled 'Privacy Statement Generation Magnets'. The Privacy statement is an integral part of the Terms of Service
- Community Policy: The document entitled 'Community Policy Generation Magnets'. The Community Policy is an integral part of the Terms of Service

Where in these Terms of Service 'he', 'him' or 'his' is written, it should also be read as 'she', 'her' or 'her' respectively.

Community Service

As Generation Magnets, we provide a Community which consists of a platform and the infrastructure to ensure a safe environment for Members to communicate with each other, within Groups or otherwise, and share information on all issues related or related to empower and connect generations at the workplace by giving them relevant, high quality information, useful opinions and insights and hands-on tips and guidance.

You acknowledge that Generation Magnets does not control and does not guarantee the



quality, safety, accuracy or legality of any Content (including personal data) shared by Members. Therefore, we cannot be held responsible for this, so please note that we must disclaim any and all liability arising out of a Member's acts or omissions in any form whatsoever.

Community Availability

We are doing our utmost to keep the Community on the air at all times. Nevertheless, unfortunately, we cannot guarantee that this will always work, and that the Community will always be accessible without interruptions or malfunctions.

Use of the Community

As a Member, you are fully, independently and solely responsible for all of your Use of the Community in any way. As a Member, you are solely responsible for the use of the information you obtain through the Community. You are solely responsible for the choice of information and its use.

You warrant to Generation Magnets that you will at all times comply with the obligations of the Terms of Service and that you will comply with all laws and regulations applicable to the use of the Community.

Without prejudice to the other provisions of the Terms of Service, your Use of the Community is prohibited:

- Be based on falsehoods or be misleading
- Infringe any rights of Generation Magnets or third parties, including copyrights, neighbouring rights, trademark rights or any other intellectual property rights or rights relating to the protection of privacy
- In violation of any law, regulation, regulation or other applicable regulations
- Contain viruses, Trojan horses, worms, bots or other software that may damage, render useless or inaccessible, delete or appropriate automated work or data or that are

intended to circumvent technical protection measures of the Community and/or Generation Magnets' computer systems

- have a commercial character, unless Generation Magnets has given its written consent
- Restrict or inhibit the use of other Members of the Community
- Be in any other way unlawful towards Generation Magnets and/or a third party

In short: staying tidy, decent and friendly, then we will all have a lot of fun with the Community and each other!

Quality of the Content

At the Community, Content is central; we stand for quality and independence. Advertisers or Partners have no influence on the Content placed in the Community. Generation Magnets does not place press releases or PR-copy as editorial Content. We promise!

Generation Magnets does not influence the opinions or views of Members and never asks them to adapt their personal opinion to their own goals or opinions. Of course, subject to the previous article and the Community Policy. Also promised!

Promotions

Promotions of Generation Magnets and/or partners can be shown on clearly indicated positions in the Community, for example in, next to and under Content. In general (but not exclusively) these are about related products/services (such as training or coaching). These promotions can be clearly distinguished from editorial Content on the basis of text and layout so that it is clear to you what Content is and what promotion is.

Confidentiality

When using the Community, or when accessing Content through the Community, you agree to maintain the confidentiality of that information which you learn in the course



of using the Community and which you must understand must remain confidential.

Login to

Please keep your login details secret and do not give others access to the Community using your login details. You are solely responsible for this and if it results in damage to us or other Members, you will be liable for everything that happens until we have been able to block or delete the account.

Do you think there has been any misuse of your login details? If so, please notify us immediately by e-mail: contact@generationmagnets.com so that we can (temporarily) block the account.

Profile

As a Login Member you have a Profile. After you have created it, you can change it freely. You guarantee Generation Magnets that the information you provide via your Profile is complete, truthful and correct, including your personal details such as name and email address. You agree that Generation Magnets stores and uses the information in the Profile in connection with the management of your Account and that the information in the Profile is made available to others. Please also consult the Privacy Statement for the use of your (personal) data.

This also applies:

- You may not create a Profile in the name of another person
- You may not choose another person's name as the displayed name
- Members under the age of 16 must have formal parental or guardian permission to create a Profile
- Cancellation of a Profile is possible at any time. You can do this by sending us a request for cancellation by email; please be aware that the Content posted by you will continue to be available through the Community even after the cancellation of the Profile

Making Content Available

As a Member, you are solely responsible for the provision and content of your Content. As Generation Magnets is not responsible for this, you and all its affiliated companies and persons shall not be liable for any claims by Members or third parties based on the content of the Content you have made available. This also includes claims for inaccuracy, inaccuracy, unsuitability, unlawfulness, incompleteness or not up to date of the Content. All costs incurred and damages suffered by Generation Magnets that are in any way related to such liabilities will be reimbursed by you.

Please be aware that any Content you make available in the Community may also be used by other Members of the Community. However, you determine the degree of publicity of the Content by choosing to make Content available in public or private rooms or by opting for private messaging. Generation Magnets does not interfere with this and therefore bears no responsibility for the consequences of your choice.

As a Member, you acknowledge that the Content you provide may be used by other Members in a manner inconsistent with or not provided for in the Terms of Service. You also acknowledge that Content made available by other Members may contain personal information about you. We make every effort to prevent this from happening but cannot exclude it. Therefore, we cannot accept any liability for any actions of Members or third parties in breach of the Terms of Service or any law, for breaches of privacy by other Members or third parties, or for any other wrongful act by Members or third parties with respect to Content made available by you. If you suspect or become aware of any misuse, please report it to us. We will of course help you to correct it as soon as possible.

If you post Content to the Community, you automatically give Generation Magnets, as the administrator, the right to modify or remove any or all of that Content from the

Community if you breach the Terms of Service, without Generation Magnets being liable to you or any third party as a result of such modification or removal.

Prohibited Content

The following is a non-exhaustive list of Content that you, as a Member, may not make available through the Community. At all times, it is at the discretion of Generation Magnets and/or the Group Owners whether or not certain Content is permitted:

- Content that is discriminatory in terms of appearance, race, religion, gender, culture, origin or is otherwise discriminatory
- Content that is otherwise offensive
- Content that leads to or is the result of exploitation or abuse of others
- Content that incites violence and/or harassment against another person or others
- Content that, in the opinion of Generation Magnets, is contrary to good morals or good taste, is violent or contains a link to websites with such content
- Content in which personal information is requested or in which personal information of others is made available
- Content that promotes or perpetrates illegal activities
- Content that involves commercial activities without the prior written consent of Generation Magnets
- Content that infringes intellectual property rights
- Content that violates the privacy rights of third parties
- Content that violates any law, regulation, regulation, other applicable regulations or the Terms of Service

Notification of unlawful Content

Generation Magnets is not obligated to monitor the Use of the Community and the content of the Content in the Community.

If you, as a Member, believe that your rights or the rights of third parties have been infringed by the provision of any Content, please report this immediately to contact@generationmagnets.com so that we can investigate and, if necessary, take action. Generation Magnets therefore reserves the right not to comply with any request to modify, remove or make inaccessible any Content if it has reasonable grounds to doubt the accuracy of the notification or the legality of the evidence provided or if the Content to which the notification relates does not appear to be manifestly unlawful.

Generation Magnets shall in no way be a party to any dispute between the person from whom the notification originates and the Member to whom the notification relates.

Copyright

If you provide your own Content, Products or Services in the Community, any intellectual property rights, such as copyrights, database rights and trademark rights, are vested in you. This is subject to the conditions set out in the Terms of Service.

As Generation Magnets, we assume that you are the full owner of the Content, Products or Services made available or have arranged permission from the owner to place them in the Community.

You indemnify and hold Generation Magnets and all its affiliated companies and persons harmless from and against any and all claims by third parties based on the allegation that the Content infringes any applicable right of third parties or is otherwise unlawful towards third parties and from and against any and all claims arising from your actions in violation of the Terms of Service or the additional terms and conditions for use of a Group drawn up by a Group owner. All costs incurred and damages suffered by Generation Magnets which are in any way related to such liabilities will be reimbursed by you.



It is expressly not permitted to copy, modify, disclose or use any Content other than your own for direct or indirect commercial purposes, unless Generation Magnets or the relevant other rights holder has given permission to do so. It is therefore, among other things, not permitted to request or reuse substantial parts of (Content on) the Community without written permission from Generation Magnets.

License Generation Magnets

Generation Magnets makes no claim to your Content. You retain ownership of the Content posted by you at all times. And of course, you may also use and distribute such Content outside the Community. However, you do grant Generation Magnets the right to use (derived works of) your Content, in whole or in part, for example for the promotion of the Content or the Community as a whole via social media channels or other media.

An exception to the license is the Content placed in the so-called 'private rooms'. Such a room is intended solely for the members of that room and, therefore, the Content placed there is not public and cannot be used by Generation Magnets without your permission. However, if (parts of) this Content are shared publicly by members of the private room, Generation Magnets can use (that part of) the Content on the basis of the above.

Discontinuation of services

Generation Magnets can (temporarily) stop the service to you:

- Restricting, suspending or decommissioning your activities as a Member
- Stopping the possibility of logging in
- Removing or editing all or part of your Content
- Terminating or refusing to provide other services to you

Of course, we do not do this just like that. But it can happen when:

- You violate the Terms of Service

- Generation Magnets believes that your actions may cause damage or liability to yourself, to other Members or to Generation Magnets

Privacy

You understand that when using the Community your (personal) data will be used by Generation Magnets. For more information about this, please read the Privacy Statement, which forms an integral part of these Terms of Service.

Third Party Content

It is possible that the Community Content may contain third party content and/or links to third party websites. Their inclusion does not imply that Generation Magnets has approved or checked the Content or websites. Generation Magnets is not responsible for the content and operation of third-party Content or linked sites or for any use thereof by you as a Member of the Community.

Products or services offered by third parties are subject to the applicable terms and conditions of those third parties.

Liability

We offer our Community with the best intentions. And we do everything in our power to keep the Content high quality and to make its use as accessible and enjoyable as possible. We also have to protect ourselves against any (unjustified) liability. So here we are:

- Generation Magnets is not liable for damages in any form whatsoever arising from the Use of the Community including, but not limited to, damages as a result of inaccuracy, inaccuracy, unsuitability, unlawfulness, incompleteness or delay in timeliness of (Content in) the Community
- Generation Magnets does not accept any liability for damages resulting from an attributable failure in the performance of the agreement to provide services, including – but not

limited to – damages arising from or in connection with the use of the Community or the impossibility to use it and/or any related services provided by Generation Magnets or in tort or otherwise, to the extent permitted by mandatory law

- In any event, Generation Magnets shall never be liable for any consequential loss or damage, including pure financial loss, loss of turnover and profit, loss of data and immaterial damage related to or arising from the services provided by Generation Magnets and/or the use by Members of the Community

Any right to compensation shall always be subject to the condition that the Member reports his/her damage to Generation Magnets in writing as soon as possible after it occurs. Any claim for compensation against Generation Magnets expires 12 months after the claim arose.

You may of course hold us liable if we, as Generation Magnets, act intentionally and/or deliberately recklessly or misuse your Content and especially your personal data.

Changing services Generation Magnets

The services and products of Generation Magnets are constantly evolving. The form and nature of the Community and the products or services offered may change from time to time without prior notice to all Members. In addition, Generation Magnets may discontinue (temporarily or permanently) the offer of products or services (including the Community) to Members without Generation Magnets being able to give Members prior notice.

Other provisions

- If one or more provisions of the Terms of Service are null and void or become null and void, the remaining provisions shall remain in full force and effect
- In cases not provided for in the Terms of Use, Generation Magnets will decide

- The Terms of Service are governed by Dutch law

Finally

These were the Terms of Service for the use of the Generation Magnets Community. After this you will find an extra page with conditions for Influencers and an extra page with conditions for Group Owners.

Quite a lot of text in total. This is because we want to provide an accessible, loving and qualitative platform where users can quickly find relevant information and a useful answer to their question. After all, that's where the rules come in. That is why we have made an effort to write down the rules of the game as much as possible in understandable language. If we are going to change these Terms of Service in the future, you will find it on our website.

Please also read our Privacy Statement and our Community Policy.

Additional provisions

Influencers

As an Influencer you, more than a regular Member, have a direct influence on the Content and quality of the Community. That is why there are a number of additional provisions in this respect:

Professionalism

As an Influencer, you need to be aware of your professionalism at all times.

Active participation

As an Influencer you actively contribute to the Community by posting valuable Content, responding to posts from other Members. Thus, promoting your expertise and visibility.

Reticence in promotion and advertising

As an Influencer you do not actively advertise yourself. We show our expertise and craftsmanship in stimulating content or comments, not through a sales or promotional story about you or your services.

Own responsibility

As an Influencer, you are and remain responsible and liable for the consequences of your actions, advice, comments, etc., including Use of the Community. Generation Magnets does not accept any liability for claims for damages arising from an attributable breach of contract between you as Influencer and any other Member, including - but not limited to - damages arising out of or in connection with the Use of the Community.

Additional provisions

Group owners

Group Owner Responsibilities

As a Group Owner you are responsible for:

- Giving direction to the content of the Group
- Responding appropriately and in a timely manner (subject to the relevant provisions in the Terms of Service) to notifications regarding allegedly unlawful content
- Inviting potential Group members to join your Group
- All other actions necessary to promote the proper functioning of the Group
- In fulfilling the above responsibilities, you are bound by the content of the Terms of Service

Making Content Available

If you, as a Group Owner, provide Content or use the Community, the provisions of the Terms of Service apply in full.

Numbers of Group Owners

There may be more than one Group owner per Group. For each of the Group Owners, the provisions of the Terms of Service apply.

Rights Generation Magnets

In addition to the other (legal) remedies available to Generation Magnets, we are entitled at any time, without giving reasons and without prior explanation, to (temporarily) restrict, suspend or discontinue your activities as a Group Owner of the Community, or to temporarily or permanently suspend the ability to log in, remove all or part of your Content, remove all or part of the Group's Content, issue a warning, terminate the services to you as Group Owner and/or refuse to provide services to you as Group Owner or to the Group as a whole, in particular - but not limited to - if:

- You are in breach of the Terms of Service

- Generation Magnets believes that your actions may cause damage or liability to yourself, to other Members or to Generation Magnets; Generation Magnets will not be liable under any circumstances