

Terms & Conditions – PLR Library

Version 1.1 February 19, 2024

General

For the readability of this document, we have chosen to write in the 'you and we' form. Where 'we' is mentioned, it refers to PLR Library (*subsidiary of ROME Media Group B.V. located in Amstelveen and registered with the Chamber of Commerce under number 92806686*).

In this document, you will find the conditions under which we provide services and products to you, so you know what we can expect from each other.

I. General Provisions

If provisions in these general terms are unclear, please contact us via mail at support@theplrlibrary.com.

Applicability of these Conditions

These conditions apply to all our services. We explicitly exclude your conditions or those of another party. And we always have the right to directly enforce these conditions.

Nullity of provision(s)

If one or more provisions are declared null or unreasonably onerous in a legal procedure, the remaining provisions always remain valid.

Modification of these conditions

We may always change our conditions or make additions to it. We will inform you up to 10 days after that change of addition. In the case of a substantial change, you may terminate the agreement.

If you continue to use our services afterward, you indicate your agreement with the change. Unless you act as a 'consumer', and the modification is made by us within three months after we entered into the agreement.

Deviation from these conditions

If you disagree with a provision in these conditions and if you want to deviate from it, this can only be done with our prior written consent. Deviation from one or more provisions of the conditions does not affect the validity of the remaining provisions.

Validity of these conditions

It is also stated that if one or more provisions from these conditions have not been strictly applied by us (*for a short or longer period of time*), no rights can be derived from this (*now or in the future*).

II. PLR Library Membership

PLR stands for "Private Label Rights"

Membership of our PLR Library gives you the right to customize and re-label our PLR Products (*templates*) for your personal use or resale.

Platform

PLR Library is an online platform where you can download online PLR products (*templates*), adjust them, and resell them through your own web shop, Amazon, Etsy, and other external sales channels.

Agreement (online membership)

You can become a member of our PLR Library and purchase our PLR products online.

Payment

Payment is made directly and in advance of the start of the online membership unless stated otherwise. You will receive a confirmation (*unless there is a malfunction*) of your payment, after your payment is successfully completed.

Cancellation and exclusion of the right of withdrawal

After completing the payment process successfully, you will immediately gain access to the PLR Library, and you will have access to all our (online) templates and products through your own login. It is not possible to use the right of withdrawal (in Dutch: herroepingsrecht), and therefore, you always will pay the full amount. You explicitly agree that the right of withdrawal does not apply, and that mid-term termination is not possible.

Access

As a member of the PLR Library, you always (*unless there is a malfunction*) have access to the PLR Library via an online platform.

We aim to keep the PLR products accessible online for you, but we cannot guarantee it.

If we are going to remove materials or move them to another URL, we will notify you by email at least 1 month in advance. We will always send this message to the last email address you have provided to us. Not providing a new email address to us is at your own risk.

We have the right to refuse (existing and new) members for any reason. The respective member will receive a message without the obligation to disclose reasons. After that, the payment obligation expires, and payments made (*pro rata for non-received services*) will be refunded, unless there is abuse of the situation.

Duration and termination

The membership is fixed for a month or for a year. The date of your registration is considered the start date.

If you have entered the membership for a month, the membership cannot be terminated the first six months. After six months, the membership can be terminated monthly, at the end of the month.

Valid termination can only be done by sending an email to membership@rowenarousseau.nl. Termination through another channel or email address will not be processed.

No (partial) refund will be made upon (early) termination, and your payment obligation does not expire.

It is advisable to terminate at least one month before the collection date. For example, if your direct debit takes place around the 1st of the month, and you terminate the membership on the 6th of the month, you will still be obligated to pay the amount of the collection.

After we have sent you a confirmation of termination, your access to the membership will be stopped on the date mentioned in the confirmation email following your termination.

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Ending a membership by reversing a direct debit is not possible, and the costs of the reversal are at your expense.

Consequence of termination

NOTE: an active membership (or a lifetime license) is always required to retain the right to use and sell the templates. So, it is important to remove the PLR products from any sales channel as soon as you have terminated the membership and if you don't have a lifetime license. Pay attention to this.

Lifetime license

You can purchase a lifetime license on the website. Lifetime means for as long as the technology and necessary third parties (such as Canva) allow such products to be kept online.

Automatic renewal

A membership is automatically renewed after the term is completed. After the term is completed, the membership can be terminated monthly, via e-mail and on time.

Prices

The prices mentioned by us are in EURO and excluding VAT unless stated otherwise. If there is an error, obvious mistake, or typo on, for example, but not limited to, our website or invoice, we are not bound by it.

Price Change

A price increase is not applied to existing members. However, if an existing membership taken at the old rate is terminated, we will charge the new rate when entering into a new membership, unless you rejoin within fourteen days and/or unless we consider deviation from this provision reasonable.

III. Final Provisions

Automatic debit

The monthly term amount for the membership is debited on the 1st or the 15th of the month, depending on when your membership started. The nearest date is used by us as the debit date. For example, registrations in the first and last week of the month are debited on the 1st. Registrations in the second and third week of the month are debited on the 15th of the month.

Consequences of late payment

In case of missing an automatic debit and therefore exceeding the payment term, the costs are at your expense, and you are automatically in default. From that moment, we may postpone our obligations until the payment obligation is fulfilled.

This means that we may immediately deny you the access to the online membership, and the right to discounts expires.

This also means that you are no longer allowed to use the PLR products, you must remove them immediately from your webshop/platforms.

You can only reapply for the membership after you have fully paid the overdue payment. If you haven't: registrations under a new name and new account will be considered as abuse.

Additional costs

We send you a maximum of 3 reminders for overdue payments. If after those 3 reminders no payment has been made, the invoice will be transferred to a collection agency.

The costs associated with engaging the collection agency are at your expense. Think of legal interest, (extrajudicial) collection costs, and other costs. The costs are always calculated according to the Dutch BIK standard and the Dutch WIK standard.

Complaints

If you have a complaint, we find that very regrettable. We would like to resolve a complaint together with you. Please send us an email with your complaint to membership@rowenarousseau.nl so that we can investigate the complaint adequately and provide you with a suitable response.

Complaints must be expressed within a reasonable period of 5 days after the occurrence of the fact. Later than 5 days after concurrency, we consider unreasonable.

A complaint does not give you the right to reverse a payment or to express yourself unnecessarily offensively or negatively about us.

Default

We will always try to find a solution together. If performance is permanently impossible, you must first notify us in writing before liability can arise. Please note before the default arises, grant us a reasonable period to rectify the default.

Liability

We (and our experts) have compiled the information and online products of the PLR Library to the best of our ability.

We have an obligation of effort towards you. This means that we make every effort to achieve a good result and/or successful purchase for you. However, we cannot be held liable for the final result that you do or do not achieve. After all, the ultimately achievable result also depends on your own efforts, market fluctuations, and commitment.

We are in no way liable or liable for any damage arising from or as a result of the (temporary) unavailability or (interim) failure of the PLR Library.

We are not responsible for typos in the templates. If the templates are resold, it is your responsibility as a seller to sell them as well as possible without errors.

We are not responsible for fines if there are images in them that do not have a license to be resold. It is always up to you as a reseller to ensure that the appropriate licenses belong to you and/or that elements/images have been adjusted. For example, we have used photos or images in the PLR products for which we have a license, but you as a reseller do not, by using Canva Pro images, for example. So, it is always up to you as a reseller to ensure that you provide your own images for which you have a license.

We can only be liable for direct damage, so damage arising from the agreement (never indirect damage such as reputational damage, loss of profit, consequential damage, missed savings, etc.) if there is intent (*in Dutch: met opzet*) or conscious recklessness (*in Dutch: bewuste roekeloosheid*) on our part.

Limitation of liability

If we were to be liable at all, we are only limitedly liable up to the amount of the last invoice with a maximum of € 1500,00.

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Limitations regarding our liability only expire in case of intent (*in Dutch: met opzet*) or conscious recklessness (*in Dutch: bewuste roekeloosheid*) on our part.

Indemnification

You indemnify us against all claims from third parties based on or related to the performance of the agreement unless there is intent or conscious recklessness intent (*in Dutch: met opzet*) or conscious recklessness (*in Dutch: bewuste roekeloosheid*) on our part.

Limitation period

Any claim and/or claim against us expires within 12 months after our agreement has ended.

Guarantee

We cannot guarantee that the PLR Library always is accessible without interruptions and/or malfunctions. You are responsible for the purchase and/or proper functioning of the infrastructure and telecom facilities (including the internet) needed for use.

In addition, you will refrain from any use of (the content of) the PLR Library that is unlawful or harmful to us or the third parties (experts) engaged by us.

Force Majeure (in Dutch: Overmacht)

Force majeure on our part exists if we are prevented from fulfilling obligations arising from the agreement or the preparation that cannot be attributed to us (6:75 Civil Code in Dutch: Burgerlijk Wetboek) due to, for example, but not limited to, an internet outage, virus infection, hack, power outage, theft, fire, and errors in software or (online) services of third parties.

But also any event that makes compliance so difficult and/or costly compared to the circumstances at the time of entering into the agreement, that compliance can no longer reasonably be expected from us.

And a non-attributable failure of third parties on which we depend, for example, a web server that is not working or a system error. Because of problems or errors in the software or hosting of the website, you may temporarily have no access. We always try to solve this as quickly as possible.

We are not obliged to compensate each other for any damage due to force majeure. Not even if we enjoy a certain benefit. Insofar as we have already fulfilled obligations or could still fulfill them at the time force majeure began, we have the right to declare that part.

Confidentiality

We agree on confidentiality regarding confidential information obtained from each other in the context of the conclusion and/or performance of the agreement.

Intellectual Property

We always retain our intellectual property rights (including copyright).

This applies to all information, designs, drawings, writings, or other information, images, sketches, our content, shared by us and linked to (products from) the PLR Library, unless otherwise agreed.

Each agreement includes the license described in this provision unless otherwise agreed.

You are not entitled to make our working method, methods, and techniques, and/or the content of the membership in the PLR Library public or provide access to it without our express written permission. So, you can share on social media that you work with our PLR-Library, but you cannot share content.

Please note you always need an active membership or a lifetime license to retain the ability to use and sell the templates.

You have the flexibility to resell the templates as often as you like. It is your responsibility to ensure that the templates are used in an appropriate and ethical manner within the legal framework.

Also, note that you must always have adjusted the product if you use and/or resell the product. Our PLR Products may not be resold in their original state. So, always change the font, color, or images yourself.

You may not grant sub-licenses to third parties, not even for the transfer of your own licenses. Access to the membership is personal, and the login may not be shared with third parties. In case of suspicion of sharing the login with third parties, we may block your access indefinitely, without us being obliged to pay you compensation.

If you act in violation of this article, we consider that as an infringement of our intellectual property. In case of infringement, we will order you to stop the infringement and you owe us an immediately payable fine of EUR 2000.00 and EUR 250.00 for each day the violation continues. This penalty provision applies without prejudice to the right to claim damages.

Privacy

We process your personal data within the framework of our agreement and no longer or more extensive than necessary unless we are obliged to act otherwise on the basis of legislation or regulations. How we handle (personal) data can be read on our website or can be requested from us.

We may ask you to write a review that we can (possibly in modified form) place on our website and/or our social media channels. We will remove that review on request.

Conflict resolution and applicable law

If we are in conflict, we would like to find a solution together with you and in good consultation. Only if this fails, we will go to the court in Amsterdam of the Noord-Holland District Court, unless the law prescribes otherwise.

Only Dutch law always applies to our agreement and these conditions.

The Vienna Sales Convention does not apply.

Translation

In case of any ambiguity or contradiction between the Dutch terms and the English translation, the meaning and interpretation of the Dutch terms shall always prevail.