Beloved *stones*

General Terms and Conditions

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ABOUT THE SOURCE READING VERSION

The Dutch text was reproduced verbatim and automatically from the source file as published online at the time. The wording was not changed; only formatting was added.

The articles and paragraphs are taken from the text itself. References therefore take the form "Article 6, paragraph 3".

Article 1. Definitions

In these general terms and conditions, the following definitions apply:

Beloved *stones*: Moment of goodbye, trading as Beloved *stones*, established in Grave and registered with the Dutch Chamber of Commerce under number 90509323.

Service: the digital memorial service offered by Beloved *stones*.

Memorial: the digital memorial page linked to a Beloved *stone*.

User: any natural person who uses the Service.

Account Holder: the User who has created an account and has management rights for a Memorial.

Content: all information posted or supplied by Users, including photographs, videos, music, texts, memories, messages and other files.

Subscription: the right to use the Memorial for the agreed subscription period.

Funeral Director: a business partner who offers Beloved *stones* products to the bereaved.

Article 2. Applicability

1. These general terms and conditions apply to every agreement between Beloved *stones* and a User.
2. These terms and conditions also apply where a Beloved *stone* is obtained through a Funeral Director.
3. Any deviations from these terms and conditions are valid only if agreed in writing.

Article 3. The Service

1. Beloved *stones* provides a digital memorial service that allows memories of a deceased loved one to be stored, managed and viewed.

2. A Memorial may include, among other things:
    - the name of the deceased;
    - birth and death details;
    - photographs;
    - videos;
    - music;
    - personal memories;
    - visitor messages.
3. Beloved *stones* may change, improve or expand the features of the Service.

Article 4. Account and access

1. An account may be required to manage a Memorial.
2. The User must provide accurate and complete information.
3. Accounts may only be created by adults.
4. The User is responsible for keeping their account details confidential.
5. Account details must not be made available to third parties.
6. The User must immediately report any misuse or unauthorised access to Beloved *stones*.

Article 5. Memorial and access to Content

1. The Memorial is intended as a digital space for remembrance.
2. Access to a Memorial is normally obtained through a unique link or through the chip that forms part of the Beloved *stone*.
3. Beloved *stones* endeavours to avoid actively making Memorials publicly discoverable through search engines.
4. Beloved *stones* cannot guarantee that a Memorial will be fully protected against unauthorised viewing in all circumstances.
5. Users are responsible for handling access links with care. Beloved *stones* reserves the right to temporarily block a Memorial (URL) in the event of misuse or unauthorised access.

Article 6. User Content

1. The User retains ownership of the Content they post.
2. The User grants Beloved *stones* a non-exclusive licence to use the Content to the extent necessary to provide the Service.
3. The User warrants that the Content they post:
    - is accurate insofar as can reasonably be known;
    - is not unlawful;
    - does not infringe the rights of third parties.
4. Users must not post Content that:
    - is discriminatory;
    - is offensive or threatening;
    - violates laws or regulations;
    - infringes the intellectual property rights of third parties.

Article 7. Audio recordings, music and other media

1. The User may add audio recordings, music, voice messages and other media files to a Memorial.
2. The User is responsible for all uploaded audio and media files and warrants that they are entitled to upload, publish and make this Content available through the memorial service.
3. Users must not upload audio, music or media files that infringe copyright, related rights, privacy rights or other rights of third parties.
4. Uploaded audio recordings may contain personal data, including voices, names or other information relating to living individuals. The User must ensure that such personal data is processed lawfully and that the rights and interests of the data subjects are taken into account.
5. Beloved *stones* may allow Users to link to external music services, such as Spotify or Apple Music. Such music is not hosted, stored or streamed by Beloved *stones*. The use of these external services is subject to the terms and conditions and privacy statements of the relevant provider.
6. If Beloved *stones* reasonably suspects that an audio recording, music file or other media file infringes the rights of third parties, Beloved *stones* may temporarily block or remove that Content without prior notice.
7. The User shall indemnify Beloved *stones* against third-party claims arising from audio, music or media files posted by the User.

Article 8. Photographs, image rights and third-party privacy

1. The User is responsible for uploading photographs, videos and other Content in which third parties are visible or identifiable.
2. The User declares that they are entitled to use and share this Content.
3. The User must take account of the privacy rights, image rights and other rights of the individuals concerned.
4. The User acknowledges that Content on a Memorial may contain personal information about living individuals, including information relating to religious or philosophical beliefs, health or other sensitive matters. The User is responsible for carefully considering whether to post such Content and must take account of the interests of individuals depicted or mentioned. Individuals who object to Content in which they appear may submit a removal request under the notice-and-takedown procedure or by exercising their data subject rights, including their privacy rights.
5. If a third party objects to the publication of Content, Beloved *stones* may:
    - request additional information;
    - remove the Content;
    - take other reasonable measures.

In doing so, Beloved *stones* balances the commemorative purpose of the Memorial against the rights of the requesting party.

Article 9. Visitor messages

1. Visitors may post messages or memories on a Memorial if this feature is available.

2. The Account Holder remains responsible for the content of these messages insofar as they manage them or allow them to remain on the Memorial.
3. Messages are not reviewed in advance, and the Account Holder may disable this feature for each Memorial and remove messages.
4. Beloved *stones* reserves the right to remove messages that violate these terms and conditions or applicable law.

Article 10. Subscription and duration

1. The Memorial remains active for as long as the associated Subscription is active.
2. Renewal takes place in accordance with the arrangements made when the Subscription was purchased. There is no automatic renewal.
3. Beloved *stones* may inform Users that their Subscription is approaching its expiry date.
4. If a Beloved *stone* has been given as a gift by a Funeral Director, the first subscription year is free of charge for the recipient.
5. No later than 30 days before the end of the free first year, the Account Holder will receive a message informing them that the Subscription can be renewed at the rate applicable at that time.
6. Renewal takes place only after express, active confirmation by the Account Holder. Without active renewal, the Memorial will be placed in dormant status in accordance with Article 13.
7. No direct debit or payment will be made without the Account Holder's prior consent.
8. If the Subscription is not renewed, the Memorial becomes a dormant Memorial (see Article 14).

Article 11. Right of withdrawal

1. The consumer has the right to withdraw from the agreement within 14 days of purchase without giving any reason.
2. The right of withdrawal applies only to our standard products that are not custom-made.
3. An exception to the right of withdrawal applies to all custom-made products. Customisation is indicated at the time of ordering and may include a stone whose chip has been activated and personalised, or other personalised products.
4. If the User activates or uses the memorial service during the withdrawal period, Beloved *stones* may, in the event of withdrawal, charge a reasonable amount for the part of the Service already provided.
5. Where a Beloved *stone* is sold by a Funeral Director, any rights relating to the return of the physical product remain a matter for that Funeral Director.
6. Withdrawal requests may be submitted to info@belovedstones.nl.

Article 12. Prices and changes

1. The rates applicable to the Service are stated on the Beloved *stones* website or agreed separately.
2. All prices include VAT unless otherwise stated.

3. Shipping costs are €9.50 per order within the Netherlands, unless otherwise stated on the website. Shipping costs for Belgium and other international destinations will be communicated separately.
4. Beloved *stones* is entitled to correct obvious pricing errors or mistakes.
5. Beloved *stones* may change its rates for future subscription periods.
6. Any price change will be announced at least 30 days in advance.
7. A price change does not affect a subscription period that has already been paid for.
8. If a User does not agree to an announced price change, they may terminate the Subscription at the end of the current subscription period.
9. Price changes resulting directly from statutory requirements or changes in taxes may take effect immediately.

Article 13. Delivery

1. The order will be handed over to the parcel carrier within 24 hours, and the online environment will be active after payment. We do not dispatch orders on Sundays.
2. Actual delivery depends on the parcel carrier used to ship the order. In most cases, delivery takes place the following day.
3. If products are out of stock, orders cannot be placed or delivered. In that case, a visitor may sign up to be notified when the product becomes available again.

Article 14. Dormant Memorial

1. If a Subscription ends, Beloved *stones* may place the Memorial in dormant status.
2. During this period, the Memorial may be wholly or partially inaccessible.
3. Beloved *stones* may retain the Content for a maximum of three (3) years.
4. After this period, Beloved *stones* may permanently delete the Memorial and its associated Content.
5. The User remains responsible for keeping their own copies of photographs, videos and other Content.

Article 14bis. Continuity of the Memorial

1. If the Account Holder dies or lacks legal capacity for an extended period, their heirs or a contact person designated by the Account Holder may take over management of the Memorial. Requests may be sent to info@belovedstones.nl, accompanied by a death certificate or other supporting evidence. The Subscription will continue on the existing terms.
2. If Beloved *stones* decides to discontinue the Service entirely, Users will be informed in advance as soon as possible. Each current agreement will remain in force until the end of its term. During this period, Users will have access to their data in the Memorial. Beloved *stones* will endeavour, where reasonably possible, to transfer the Service or the stored Content.
3. Content will not be deleted until the periods referred to in Article 14 have expired and at least one reminder has been sent to the Account Holder or their bereaved relatives.

Article 15. Intellectual property rights

1. All intellectual property rights relating to the software, website, design and services of Beloved *stones* belong to Beloved *stones* or its licensors.
2. Nothing in these terms and conditions transfers intellectual property rights to Users.
3. No part of the Service may be copied, modified or commercially exploited without the prior written consent of Beloved *stones*.

Article 16. Privacy

1. Beloved *stones* processes personal data in accordance with its privacy statement.
2. The most recent privacy statement is available on the Beloved *stones* website.
3. Users must handle personal data of others that they post on a Memorial with care.

Article 17. Availability of the Service

1. Beloved *stones* will endeavour to keep the Service available as much as possible.
2. Beloved *stones* cannot guarantee that the Service will operate at all times without interruptions, errors or malfunctions.
3. Maintenance work may temporarily limit availability.

Article 18. Liability

1. Beloved *stones* is liable only for direct loss or damage resulting directly from a breach of its obligations for which Beloved *stones* is responsible.
2. All liability for indirect loss or damage is excluded, including:
   - consequential loss or damage;
   - loss of revenue;
   - loss of data;
   - emotional harm;
   - reputational damage.
3. To the extent permitted by law, the total liability of Beloved *stones* is limited to the amount paid by the User for the Service during the twelve months preceding the event that caused the loss or damage.
4. This limitation does not apply in the event of intentional misconduct or conscious recklessness on the part of Beloved *stones*.

Article 19. Indemnity

1. The User shall indemnify Beloved *stones* against third-party claims arising from:
   - Content posted by the User;
   - copyright infringement;
   - infringement of image rights;
   - infringement of privacy rights;
   - other unlawful use of the Service.
2. The User shall reimburse reasonable costs incurred by Beloved *stones* in connection with such claims.

Article 20. Force majeure

1. Beloved *stones* is not required to fulfil its obligations if fulfilment is impossible due to force majeure.
2. Force majeure includes, but is not limited to:
   - internet outages;
   - outages at hosting providers;
   - cyberattacks;
   - government measures;
   - natural disasters;
   - power outages;
   - disruptions at suppliers.

Article 21. Termination

1. Beloved *stones* may suspend or terminate access to the Service if:
   - these terms and conditions are breached;
   - the Service is misused;
   - unlawful Content is involved.
2. Termination does not affect rights and obligations that have already arisen.

Article 22. Changes to the terms and conditions

1. Beloved *stones* may amend these general terms and conditions.
2. Changes will be communicated in a reasonable manner.
3. The most recent version is always available on the Beloved *stones* website.

Article 23. Special provisions for Funeral Directors

1. This Article applies only to agreements between Beloved *stones* and a Funeral Director that has been accepted by Beloved *stones* as a business partner. In the event of a conflict with other provisions of these terms and conditions, this Article prevails.
2. A Funeral Director will only be accepted as a business partner with the prior approval of Beloved *stones*. Beloved *stones* may impose conditions on acceptance and may revoke acceptance at any time.
3. The Funeral Director receives a discount on the standard rate in accordance with the separately agreed price list. The recommended retail prices provided by Beloved *stones* are non-binding; the Funeral Director is free to determine their own selling price to the bereaved.
4. The Funeral Director may give a Beloved *stone* to a bereaved person as a gift. In that case, the first subscription year is free of charge for the bereaved person. The Funeral Director must ensure that the bereaved person is informed in advance that a subscription fee is payable from the second year onwards.
5. Where a Beloved *stone* is given as a gift or sold through a Funeral Director, management of the Memorial is transferred to the bereaved person as soon as they create an account. From that moment, the bereaved person becomes the Account Holder and these terms and conditions apply directly to them.

6. The provisions on the right of withdrawal (Article 11) and other consumer protection provisions do not apply to the agreement between Beloved *stones* and the Funeral Director.
7. For questions about withdrawal in connection with a broken or incorrectly supplied stone, the bereaved person may contact Beloved *stones* directly.

Article 24. Complaints

1. Complaints about the performance of the agreement, the product or the Service may be submitted to info@belovedstones.nl.
2. Beloved *stones* aims to provide a substantive response to complaints within 14 days of receipt. If more time is needed to handle a complaint, the User will be informed.
3. The European Online Dispute Resolution platform can be accessed at https://ec.europa.eu/consumers/odr.

Article 25. Governing law and disputes

1. All agreements and these terms and conditions are governed exclusively by Dutch law.
2. Disputes will be submitted to the competent court in the judicial district in which Beloved *stones* is established, unless mandatory law provides otherwise.