

## Terms of use

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These terms and conditions are translated from Dutch. In case there are possible differences in interpretation or the application of these terms and conditions, the Dutch version of our terms and conditions are final.

### Article 1. Definitions

1. Scribbr: Scribbr B.V., which is located at 542 Singel, 1017AZ, Amsterdam, the Netherlands, and registered with the commercial registry under number 67863019.
2. Customer: A natural or legal person who has contracted Scribbr to provide services.
3. Service(s): All services, including plagiarism checks and proofreading & editing, that Scribbr carries out as part of an accepted assignment.
4. Document(s): All documents provided to Scribbr by the customer, such as theses.
5. Assignment: An agreement by which Scribbr undertakes the provision of certain services to the customer.
6. Plagiarism check: A service that entails using the Turnitin database to check a document for plagiarism.
7. Proofreading & editing service: A service that entails a document being checked by an editor and Scribbr.
8. Proofreading & editing period: The period that ends with the final time and date by which a document should be checked.
9. Editor: A natural or legal person who is engaged by Scribbr to execute an order that is received from a customer.
10. Turnitin database: A database that is used to scan documents for plagiarism.

### Article 2. Identity of the entrepreneur

Scribbr trades under the names of scribbr.nl, scribbr.com, scribbr.de, scribbr.it, scribbr.com.br, scribbr.fr, scribbr.es, scribbr.dk, scribbr.se, scribbr.no, and scribbr.fi.

- Business and visiting address: 542 Singel, 1017AZ, Amsterdam, the Netherlands
- Email: [info@scribbr.com](mailto:info@scribbr.com)
- Commercial registration number: 67863019
- Telephone number: +31 (0) 20-2616040
- VAT number: NL857203691B01

### Article 3. Applicability

1. These terms and conditions apply to any tender, offer, or agreement between Scribbr and the customer.
2. When it appears that one or more of the provisions of these terms and conditions is at

any time wholly or partially invalid, the remaining provisions shall remain fully applicable.

3. When the interpretation of one or more provisions of these terms and conditions is unclear, an explanation that is “in the spirit” of these provisions shall be applicable. This is also the case when a situation that is not detailed in these terms and conditions arises.
4. If Scribbr is not in strict compliance with these terms and conditions, it does not mean that the provisions are invalid or that Scribbr loses its right to otherwise demand strict adherence to them.

## **Article 4. Offer**

1. An offer contains a complete and accurate description of the services being offered by Scribbr. The description will be detailed enough that the customer can properly assess it. Mistakes or obvious errors within the offer are not binding for Scribbr.

## **Article 5. Agreement**

1. The contract is concluded when the customer accepts Scribbr’s offer.
2. Scribbr will confirm receipt of the customer’s acceptance of the offer by electronic means.

## **Article 6. Modification of the agreement**

1. If during the execution of the agreement it is revealed that it is necessary to alter or supplement the agreement in order to implement it properly, Scribbr and the customer will consult and agree to any modifications to the agreement.
2. Scribbr can refuse a request to modify an agreement without being in default of the agreement or omitting anything therefrom.

## **Article 7. Cancellation of a contract by Scribbr**

1. Scribbr has the right to cancel a contract after it has been concluded.
2. Scribbr has the right to cancel a contract if Scribbr considers that the document uploaded by the customer does not meet minimum requirements.
3. The minimum requirements for a document are as follows:
  1. The document must be education related.
  2. For the proofreading & editing service, the quality of the document must be such that an editor can check the document in a standard manner. This assessment of quality is undertaken by Scribbr. When the basic quality of the document is too low, an editor cannot edit the document following the normal procedure.
  3. The customer must not appear to be committing fraud.
4. When Scribbr cancels a contract, it will contact the customer as soon as possible.

## **Article 8. Retention of documents**

1. If the customer purchases a proofreading & editing service, Scribbr will store his/her document on its server for up to one year.
2. If the customer purchases a Plagiarism check, he/she gives Scribbr permission to save the document in a protected and private Turnitin database. This database is only accessible by Scribbr and the documents it contains cannot be viewed by educational institutions. Documents in the protected database within Turnitin are automatically deleted after one month.
3. The proofreading & editing service entails a Scribbr editor receiving the document being checked. Once the editor has finished checking the document, he/she is required to delete it.

## **Article 9. Review period for a proofreading & editing service**

1. A proofreading & editing period will be determined when a proofreading & editing service is purchased.
2. The assigned editor may decide when the document is checked, so long as he/she delivers the checked document before the deadline.
3. Scribbr will communicate the proofreading & editing period to the customer in advance via e-mail. The proofreading & editing period can also be viewed in the customer area on the website.
4. The proofreading & editing period shall begin at the time of payment and end when Scribbr makes the checked document available to the customer.
5. If the editor will not meet the deadline, Scribbr will inform the customer in a timely manner.
6. The customer cannot rely on a timely receipt of his/her checked document when there are technical problems with electronic tools because of which the customers receive the checked document at a later point in time.

## **Article 10. Deadlines for Plagiarism checks**

1. The time required to execute a Plagiarism check depends on the level of activity at Turnitin, which Scribbr is unable to influence.
2. The customer may only request a refund of the invoice amount for a Plagiarism check when 24 hours have elapsed since the time of payment and the check has still not been completed. A condition for this is that the customer must request this refund before the results of the Plagiarism check are communicated to him/her. The customer will be notified by email as to the time that the outcome of the Plagiarism check is received.
3. Paragraph 2 of this Article is not applicable if Scribbr states on its website that Plagiarism checks are currently taking more than 24 hours.

## **Article 11. Prices**

1. The proofreading & editing service is exempt from VAT.
2. The costs for a Plagiarism check are inclusive of VAT.

## **Article 12. Cancellation instructions**

1. The customer cannot cancel a Plagiarism check.
2. If the customer cancels an order for a proofreading & editing service, he/she is obligated to pay for costs that Scribbr has reasonably incurred in connection with undertaking the contract.

## **Article 13. Liability**

1. If Scribbr is liable, this liability is limited to what is stated in these provisions.
2. Scribbr is not liable for damages of any kind that are caused by Scribbr being provided incorrect and/or incomplete information by or on behalf of the customer.
3. If Scribbr is liable for any loss, its liability is limited to only the invoice value of the contract, at least for the portion of the order to which the liability relates.
4. Scribbr is not liable for any damage suffered by the customer in the event that Scribbr rejects his/her order.
5. Scribbr cannot be held liable for damage to or loss of documents that are stored by Scribbr or third parties.
6. Scribbr cannot be held liable for consequences and potential damage to the customer in the event that it does not meet a proofreading & editing period deadline.
7. Scribbr cannot be held liable for failing to discover plagiarism when undertaking a Plagiarism check.
8. Scribbr cannot be held liable for consequential damages, including those caused by the customer experiencing delays in or failing his/her academic program or the customer's document being failed by an academic institution.
9. Scribbr has and reserves the right to undo damage of the customer, if possible and to the extent possible.

## **Article 14. Changes to the terms and conditions**

1. Scribbr reserves the right to amend or supplement these terms and conditions.

## **Article 15. Applicable laws and dispute settlement**

1. All legal relationships to which Scribbr is party are subject exclusively to Dutch law, including when the other party involved in the legal relationship resides wholly or partly abroad. Scribbr excludes the application of the CISG.
2. All disputes will be settled by the competent court in the district where Scribbr is located.