



## IMPACT WIZARD terms and conditions of use

### 1. General

- 1.1 Thank you for using the IMPACT WIZARD on the website [www.impactwizard.eu](http://www.impactwizard.eu). IMPACT WIZARD is an initiative by VZW Sociale InnovatieFabriek, which holds the business number 0524.752.578 and has its registered office at Ravensteingalerij 28, 1000 Brussels, Belgium ("**Sociale InnovatieFabriek**").
- 1.2 Access to and/or use of the above-mentioned website, the information stored on it, and/or the services associated with it ("IMPACT WIZARD") implies that, as a visitor/user, you acknowledge being fully aware and informed about all the conditions and that you accept these without reservation.
- 1.3 Sociale InnovatieFabriek reserves the right to amend these terms and conditions, IMPACT WIZARD and the user package at any time without further notice. The amended terms and conditions will be notified via the website [www.impactwizard.eu](http://www.impactwizard.eu) and will automatically enter into force as of publication on the website.

### 2. Use of IMPACT WIZARD and the information on the tool

- 2.1 IMPACT WIZARD is intended solely for your personal use after acceptance of these terms and conditions. If you are accepting these terms and conditions on behalf of a legal person, we assume that you are entitled to represent that legal person, and are accepting these terms and conditions in its name and on its behalf.
- 2.2 Via IMPACT WIZARD you can independently explore the social impact that you are having as an organisation, and subsequently enhance that impact. IMPACT WIZARD is an interactive online tool that provides impact methodologies, indicators, questions, actions and suggestions. You are aware that the use of IMPACT WIZARD is free of charge only during the first two weeks. After the second week, you can continue to use IMPACT WIZARD in exchange for payment, which depends on the user package that you choose, as set out in the attachment below. In any case, you are aware that the services associated with IMPACT WIZARD are provided in exchange for payment, the exact amount of which you will be notified in advance. Sociale InnovatieFabriek offers IMPACT WIZARD through a number of different user packages to different types of users, such as an individual user or an IMPACT WIZARD partner (members of Sociale InnovatieFabriek). They purchase annual subscriptions from Sociale InnovatieFabriek and consequently offer those to the individual users registered with them. In this way, IMPACT WIZARD Partners are the intermediaries to offer IMPACT WIZARD. For the duration of a user package, types can be interchanged with preservation of access rights.
- 2.3 You are aware and accept that Sociale InnovatieFabriek may at any time, as it thinks fit and without notice:
  - (i) update IMPACT WIZARD and that these terms and conditions shall apply automatically and immediately to the updated version of IMPACT WIZARD;

- (ii) amend or delete the content or information that is posted, placed or sent via IMPACT WIZARD;
  - (iii) your personal details will not be disclosed to third parties without your consent.
- 2.4 If you are of the opinion that certain information published via IMPACT WIZARD is unlawful or offensive, you can contact Sociale InnovatieFabriek via e-mail: [info@impactwizard.eu](mailto:info@impactwizard.eu).
- 2.5 In the event of improper or unlawful conduct by you or one of the other staff members of the legal person that you represent, Sociale InnovatieFabriek may pass on the relevant personal details to the appropriate (judicial) authorities.

### **3. Term**

- 3.1 Your user rights enter into force:
- (i) For a single trial period of two weeks: as of your correct registration with IMPACT WIZARD and the confirmation that the trial period has commenced (the verification of the admission requirements will be done by Sociale InnovatieFabriek unilaterally and at its own discretion);
  - (ii) For the further use of IMPACT WIZARD outside the trial period: from the acceptance by Sociale InnovatieFabriek of your payment for the use of IMPACT WIZARD or as an individual user as of the receipt of a rightful code of an IMPACT WIZARD Partner ((i) and/or (ii) (hereinafter the "**Start date**").
- 3.2 Your user rights commence from the Start date and are valid for a period of one year after the Start date, as defined in the user package, to be renewed for subsequent periods of one year by prompt annual payment of the then applicable annual fee (which you can assess on your profile).
- 3.3 Furthermore, Sociale InnovatieFabriek may withdraw or terminate your user rights, without warning or any refund, in the event of non-compliance with these terms and conditions, fraud, wilful misconduct or your firm becoming insolvent.

### **4. Payment**

- 4.1 The payment of IMPACT WIZARD will occur through invoice for the IMPACT WIZARD Partners and online through Stripe for the individual users. You are solely responsible for the timely payment for the use of IMPACT WIZARD. Sociale InnovatieFabriek can in no way be held responsible for the services of third parties such as Stripe or the non-timely receipt of payment or for observing the annual expiry date.
- 4.2 After your user rights have expired as mentioned in Article 3, you immediately put your payment order on hold and IMPACT WIZARD will do the necessary to no longer initialise payments in as far that all due payments have been made.

### **5. Intellectual property**

- 5.1 IMPACT WIZARD, both its structure and its content, as well as, but not limited to, texts, characters, databases, messages, data, comments, illustrations, names, photos and software are protected by intellectual property rights (Sociale InnovatieFabriek has a trademark registration). Any direct or indirect infringement of these intellectual property rights is strictly prohibited.
- Pursuant to these terms and conditions, and to the extent that Sociale InnovatieFabriek may dispose of it, Sociale InnovatieFabriek grants you a strictly personal and therefore non-transferable, revocable, non-exclusive right of use to all intellectual property rights to IMPACT WIZARD for your internal use, in accordance with these terms and conditions.
- 5.2 No other use is authorised, without the prior written consent of Sociale InnovatieFabriek. Therefore, among other things, it is prohibited to store, reproduce, amend, publish, distribute free of charge or in exchange for payment, or to send IMPACT WIZARD in a way other than those described in these terms and conditions.
- 5.3 No (intellectual) property right on IMPACT WIZARD is transferred to you in any way whatever via IMPACT WIZARD.

- 5.4 IMPACT WIZARD uses open source software (of third parties), for which you can request the licence conditions with Sociale InnovatieFabriek.
- 5.5 As such the payments are made via Stripe, whereby the following conditions fully apply <https://stripe.com> which you accept.

## 6. Liability

- 6.1 Although Sociale InnovatieFabriek endeavours to check carefully the information on and correct functioning of IMPACT WIZARD, IMPACT WIZARD and the information contained therein are made available without any warranty as to accuracy, completeness, non-infringement of rights of third parties, quality, regularity or legality, security or fitness for purpose.
- 6.2 Neither Sociale InnovatieFabriek nor its employees or agents may be held liable for any direct or indirect loss, in material or immaterial form, or any prejudice arising from or relating to access to, use or a visit to IMPACT WIZARD or its content, regardless of the specific cause of the loss, such as but not limited to:
- (i) any action that individual users carry out as a result of IMPACT WIZARD;
  - (ii) interrupted or insufficient access to or security of IMPACT WIZARD;
  - (iii) any loss arising as a consequence of the use of IMPACT WIZARD, such as but not restricted to, loss of profits or loss of data or damage to computer hardware;
  - (iv) the transfer of viruses, despite any security measures;
  - (v) inaccuracies, illegalities, irregularities, omissions, or information not being up-to-date;
  - (vi) loss caused by force majeure.
- 6.3 IMPACT WIZARD may contain references or links to external websites or sources that are not owned or are not managed by Sociale InnovatieFabriek. Under no circumstances does Sociale InnovatieFabriek warrant or can it be held liable for the availability, security or quality thereof.
- 6.4 In any case, any liability of Sociale InnovatieFabriek for any prejudice to any user of IMPACT WIZARD or any third party is limited to a maximum amount of 5.000 euro.
- 6.5 Sociale InnovatieFabriek reserves the right at any time, without notice and without any liability, to supplement, delete, correct or change in another way any part of the information provided on IMPACT WIZARD or cease operation of IMPACT WIZARD after the expiry of the duration of your user rights.

## 7. Contact

If you have questions or comments about these terms and conditions, you can always contact us via [info@impactwizard.eu](mailto:info@impactwizard.eu).

## 8. Personal data

- 8.1 Sociale InnovatieFabriek is the responsible processor of the personal data administered in the framework of the terms and conditions.
- 8.2 Sociale InnovatieFabriek uses the obtained personal data in correspondence with the [Privacy Policy \(https://impactwizard.eu/documents/privacy-policy-en.pdf\)](https://impactwizard.eu/documents/privacy-policy-en.pdf).

## 9. Disputes

- 9.1 By acquiring access to IMPACT WIZARD, you as a user accept that any disputes between you and Sociale InnovatieFabriek in connection with this IMPACT WIZARD will be exclusively governed by Belgian law.
- 9.2 The Dutch-language courts of Brussels shall have sole jurisdiction to hear any dispute in connection with this IMPACT WIZARD, to the exclusion of any other court.

### Attachment: User packages and pricing

User packages and pricing (all prices excl. VAT)

	Individual subscription	Basic Impact Wizard Partner	Membership Impact Wizard Partner	White label Impact Wizard Partner	Custom label Impact Wizard Partner
1 subscription for 1 e-mail adress	<input checked="" type="checkbox"/>				
2 subscriptions for Partner-managers		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
10 subscriptions for members or colleagues			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3 half day workshops for Partner or its members		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3 h meeting for optimal implementation		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery existing communication material		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Technical helpdesk	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Overview and possibility to invite or remove 'members'			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Your own url				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Add your own logo and use of your colour scheme				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Possibility to adapt text				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Technical workshop to learn to adapt text				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Possibility to add and remove consultants / partners from own network				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Add your own outcomes and impact indicators					<input checked="" type="checkbox"/>
Addition of new features, e.g. fixed set of impact indicators					<input checked="" type="checkbox"/>
Remove content/features from impactwizard.eu					<input checked="" type="checkbox"/>
	€1000/year for organisations with +100 employees, up to 70% discount for smaller organisations	€2750/year, extra subscriptions at €300/subscription	€5000/jaar, extra subscriptions at €1500 per package of 10	Customised quote	Customised quote
Additional workshops / inspiration sessions	Workshops <u>Social Innovation Factory</u>	€450/half day	€450/half day	€450/half day	€450/half day