

# Algemene Voorwaarden

## ARTICLE 1 – Definitions

In these terms and conditions:

**Reflection period** : the period within which the consumer can make use of his right of withdrawal;

**Consumer** : the natural person who does not act in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;

**Day** : calendar day;

**Duration transaction** : a distance contract with regard to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;

**Durable data carrier** : any means that enables the consumer or entrepreneur to store information that is personally addressed to him in a way that allows future consultation and unaltered reproduction of the stored information.

**Right of withdrawal**: the option for the consumer to cancel the distance contract within the cooling-off period;

**Entrepreneur** : the natural or legal person who is a member of the Webshop Keurmerk Foundation and who offers products and/or services to consumers at a distance;

**Distance contract**: an agreement in which, in the context of a system organized by the entrepreneur for the distance selling of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;

**Technique for distance communication** : means that can be used for concluding an agreement, without the consumer and entrepreneur meeting simultaneously in the same room.

## ARTICLE 2 – Identity of the entrepreneur

In these terms and conditions:

**Name of the entrepreneur**: In-Syn

**Business address**: Randstad 22 159, 1316 BM Almere

**E-mail address**: support@in-syn.nl

**Chamber of Commerce number**: 76891089

**VAT identification number**: NL208069963B02

**Registered with**: Center Tone Consultancy - International Trademark Protectionsimultaneously in the same room.

### **ARTICLE 3 – ApplicabilityDefinitions**

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed at the entrepreneur and they will be sent free of charge as soon as possible at the request of the consumer.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that it is consumer can be stored in a simple way on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and the consumer can always invoke the applicable provision in the event of conflicting general terms and conditions. most favorable.

### **ARTICLE 4 – The offer**

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products and/or services offered. Obvious mistakes or errors in the offer are not binding on the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:
  - the price including taxes;
  - any costs of delivery;
  - the manner in which the agreement will be concluded and which actions are required for this;
  - whether or not the right of withdrawal applies;
  - the method of payment, delivery and execution of the agreement;
  - the term for acceptance of the offer, or the term within which the entrepreneur guarantees the price;
  - the amount of the rate for distance communication if the costs of using the technology for distance communication are calculated on a basis other than the regular base rate for the means of communication used;
  - whether the agreement will be archived after it has been concluded, and if so, how it can be consulted by the consumer;
  - the way in which the consumer, before concluding the agreement, can check and, if desired, restore the data provided by him in the context of the agreement;
  - any other languages ??in which, in addition to Dutch, the agreement can be concluded;
  - the codes of conduct to which the entrepreneur is subject and the way in which the consumer can consult these codes of conduct electronically;
  - the minimum duration of the distance contract in the event of a long-term transaction.

## **ARTICLE 5- The agreement**

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the consumer of the offer and the fulfillment of the associated conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. Within legal frameworks, the entrepreneur can inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons or to attach special conditions to the implementation.
5. The entrepreneur will send the following information to the consumer with the product or service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
  - a. entrepreneur where the consumer can go with complaints;
  - b. the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. the information about guarantees and existing after-sales service;
  - d. the information included in Article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
  - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration.
6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

## **ARTICLE 6 – Right of withdraw**

1. When purchasing products, the consumer has the option to dissolve the agreement without stating reasons during 14 days. This reflection period starts on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and made known to the entrepreneur.
2. During the reflection period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all accessories supplied and if reasonably possible in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. When providing services, the consumer has the option to dissolve the agreement without stating reasons during at least fourteen days, commencing on the day of entering into the agreement.
4. To make use of his right of withdrawal, the consumer will follow the reasonable and clear instructions provided by the entrepreneur with the offer and/or at the latest upon delivery.

## **ARTICLE 7 – Costs in case of withdrawal**

1. If the consumer makes use of his right of withdrawal, the maximum costs of return will be for his account.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 30 days after the return or withdrawal.

## **ARTICLE 8 – Exclusion of the right of withdrawal**

1. The entrepreneur can exclude the consumer's right of withdrawal insofar as provided for in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur clearly states this in the offer, at least in time for the conclusion of the agreement. has stated.
2. Exclusion of the right of withdrawal is only possible for products:
  - a. that have been created by the entrepreneur in accordance with the consumer's specifications;
  - b. which are clearly personal in nature;
  - c. which by their nature cannot be returned;
  - d. which can spoil or age quickly;
  - e. the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;
  - f. for loose newspapers and magazines;
  - g. for audio and video recordings and computer software of which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
  - a. relating to accommodation, transport, restaurant business or leisure activities to be performed on a specific date or during a specific period;
  - b. the delivery of which has started with the express consent of the consumer before the cooling-off period has expired;
  - c. concerning betting and lotteries.

## **ARTICLE 9 – The price**

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This dependence on fluctuations and the fact that any prices stated are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
  - a. they are the result of legal regulations or provisions;
  - b. the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.
5. The prices stated in the offer of products or services include VAT.

## **ARTICLE 10 – Conformity and warranty**

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the conclusion of the agreement's existing legal provisions and/or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement.

## **ARTICLE 11 – Delivery and execution**

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. With due observance of what is stated in article 4 of these general terms and conditions, the company will execute accepted orders expeditiously, but at the latest within 30 days, unless a longer delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs and is entitled to any compensation.
4. In the event of dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount that the consumer has paid as soon as possible, but at the latest within 30 days after dissolution.
5. If delivery of an ordered product proves to be impossible, the entrepreneur will make every effort to make a replacement item available. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item will be delivered. For replacement items, the right of withdrawal can not be excluded. The costs of any return shipment are for the account of the entrepreneur.
6. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur unless expressly agreed otherwise.

## **ARTICLE 12 – Duration transactions, duration, cancellation and extension**

1. The consumer can terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services, at any time with due observance of the agreed cancellation rules and a notice period of at most one month.
2. The consumer can terminate an agreement that has been entered into for a definite period and which extends to the regular delivery of products (including electricity) or services, at any time towards the end of the fixed term, with due observance of the agreed cancellation rules and a notice period. of a maximum of one month.
3. The consumer may terminate the agreements referred to in the previous paragraphs:
  - a. at any time and not be limited to termination at a specific time or in a specific period;
  - b. At least denounce in the same manner as they have entered into by him;
  - c. Always cancel with the same notice period as the entrepreneur has stipulated for himself;
4. An agreement that has been entered into for a definite period and which extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a definite period.
5. Contrary to the previous paragraph, an agreement that has been entered into for a definite period and which extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly extended for a fixed term of a maximum of three months, if the consumer has extended this can terminate the agreement towards the end of the extension with a notice period of no more than one month.
6. An agreement that has been entered into for a definite period and which extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may cancel at any time with a notice period of at most one month and a notice period of a maximum of three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.
8. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose cancellation before the end of the agreed duration. to postpone.

## **ARTICLE 13 – Payment**

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 14 days after the start of the reflection period as referred to in Article 6 paragraph 1. In the event of an agreement to provide a service, this period starts after the consumer has received confirmation of the agreement.
2. When selling products to consumers, an advance payment of more than 50% may never be stipulated in general terms and conditions. When advance payment is stipulated, the consumer cannot assert any rights with regard to the execution of the relevant order or service(s) before the stipulated advance payment has been made.
3. The consumer has the obligation to immediately report inaccuracies in the payment details provided or stated to the entrepreneur.
4. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

## **ARTICLE 14 – Complaints of Procedur**

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted to the entrepreneur, fully and clearly described, within a reasonable time, after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will answer within the period of 14 days with a notification of receipt and an indication when the consumer can expect a more detailed answer.
4. A complaint about a product, service or the service of the entrepreneur can also be submitted via a complaint form on the website of the Webshop Keurmerk Foundation [www.keur.info](http://www.keur.info) . The complaint will then be sent to both the relevant entrepreneur and the Stichting Webshop Keurmerk.
5. If the complaint cannot be resolved by mutual agreement, a dispute will arise that is subject to the dispute settlement procedure.

## **ARTICLE 15 – Disputes**

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law.
2. Disputes between the consumer and the entrepreneur about the conclusion or implementation of agreements with regard to products and services to be delivered or delivered by this entrepreneur can, with due observance of the provisions below, be submitted by both the consumer and the entrepreneur to the Disputes Committee Webshop, PO Box 90600, 2509 LP in The Hague ( [www.sgc.nl](http://www.sgc.nl) ).
3. A dispute will only be dealt with by the Disputes Committee if the consumer has first submitted his complaint to the entrepreneur within a reasonable time.
4. No later than three months after the dispute has arisen, the dispute must be submitted in writing to the Disputes Committee.
5. If the consumer wishes to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. If the entrepreneur wishes to do so, the consumer will have to state in writing within five weeks after a written request to that effect by the entrepreneur whether he also wishes to do so or whether he wants the dispute to be handled by the competent court. If the entrepreneur is not informed of the consumer's choice within the period of five weeks, the entrepreneur is entitled to submit the dispute to the competent court.
6. The Disputes Committee makes a decision under the conditions as laid down in the regulations of the Disputes Committee. The decisions of the Disputes Committee are made by way of binding advice.
7. The Disputes Committee will not deal with a dispute or will discontinue the handling if the entrepreneur has been granted a suspension of payments, has gone bankrupt or has actually terminated his business activities before a dispute has been dealt with by the committee at the hearing and a final verdict has been given.
8. If, in addition to the Webshop Disputes Committee, another disputes committee recognized or affiliated with the Stichting Geschillencommissies voor Consumentenzaken (SGC) or the Financial Services Complaints Institute (Kifid) is competent, the Disputes Committee for the Webshop is competent for disputes mainly concerning the method of selling or providing services at a distance. exclusion authorized. For all other disputes, the other recognized disputes committee affiliated with SGC or Kifid.

## **ARTICLE 16 – Sharing Photos Safely**

Uploading nude photos, photos of a sexual nature, hateful photos, photos related to racism, abuse or other legal violations is a violation of the guidelines of the In-Syn platform. In-Syn is a curator and will review and review each uploaded photo. If it is found that it concerns a photo of the above nature, the person responsible for this will be warned. If this happens again, this person will be blocked for 12 months (1 year). If this happens again, this person will be completely removed from the In-Syn platform.

## **ARTICLE 17 – Additional or deviating provisions**

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable basis. data carrier.