

Index:

- Article 1 - Definitions
- Article 2 - Company information
- Article 3 - Applicability
- Article 4 - The offer
- Article 5 - The contract
- Article 6 - Right of withdrawal
- Article 7 - Obligations of the consumer during the cooling-off period
- Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof
- Article 9 - Obligations of the entrepreneur in case of withdrawal
- Article 10 - Exclusion of right of withdrawal
- Article 11 - The price
- Article 12 - Compliance and additional warranty
- Article 13 - Delivery and execution
- Article 14 - Duration transactions: duration, cancellation and extension
- Article 15 - Payment
- Article 16 - Complaints procedure
- Article 17 - Additional or different provisions

Article 1 – Definitions

In these conditions:

1.1. Additional agreement:

an agreement whereby the consumer products, digital content and / or acquires services in connection with a distance contract and these matters, digital content and / or services are provided by the entrepreneur or by a third party on the basis of an appointment between that third party and the entrepreneur;

1.2. Cooling-off period:

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

1.3. Consumer:

the natural person who does not act for purposes related to his trade, business, craft or professional activity;

1.4. Day:

calendar day;

1.5. Digital content:

data produced and delivered in digital form;

1.6. Term Agreement:

an agreement that extends to the regular delivery of goods and services and / or digital content during a certain period;

1.7. Durable medium:

every tool - including e-mail - that the consumer or entrepreneur uses to store information that is personally addressed to him in a way that future consultation or use during a period that is geared to the purpose for which the information is intended, and that unaltered reproduction of the stored information is possible makes;

1.8. Right of withdrawal:

the possibility for the consumer to cancel the delivery within the cooling-off period distance contract;

1.9. Entrepreneur:

the natural or legal person who is a member of Thuiswinkel.org and products, (access to) offer digital content and / or remote services to consumers;

1.10. Distance contract:

an agreement between the entrepreneur and the consumer concluded within the framework of an organized system for distance selling of products, digital content and / or services, including up to and including the conclusion of the agreement exclusively or in part use is made of one or more techniques for distance communication;

1.11. Technology for distance communication:

means that can be used to close one agreement, without the consumer and entrepreneur having to be in the same room at the same time met.

Article 2 - Company information**Cloudburst Media B.V.**

KVK-number: 63685205

VAT-number: NL855352814B01

Adres:

Zilverschoonlaan 219

8245KE LELYSTAD

The Netherlands

This is not a visitor address

Contact:

Email: info@cloudburstmedia.biz

Phone: +316 833 224 35

Article 3 - Applicability

3.1. These general terms and conditions apply to every offer from the entrepreneur and to every till stand-by distance contract between entrepreneur and consumer.

3.2. Before the distance contract is concluded, the text of these general conditions made available to the consumer. If this is not reasonably possible, the entrepreneur will before the distance contract is concluded, indicate how the general conditions at the entrepreneur can be seen and that at the request of the consumer as soon as possible possibly be sent free of charge.

3.3. If the distance contract is concluded electronically, by way of derogation from the previous paragraph and before the distance contract is concluded, the text of these terms and conditions along electronic way be made available to the consumer in such a way that the consumer can easily be stored on a durable medium. If this is not reasonably possible, before the distance contract is concluded, indicate where the general terms and conditions can be communicated electronically be taken note of, and that it is requested by the consumer by electronic means or by any other means will be sent free of charge.

3.4. In the event that in addition to these general terms and conditions, specific product or terms and conditions apply, the second and third paragraphs apply mutatis mutandis and in case of conflicting conditions, the consumer can always invoke the appropriate provision that is most favorable to him.

Article 4 - The offer

4.1. If an offer is for an limited duration or subject to conditions, this will be explicitly mentioned in the offer.

4.2. The offer contains a complete and accurate description of the products offered, digital content and / or services. The description is sufficiently detailed to make a good assessment of it offer by the consumer. If the entrepreneur uses images, these are a true reflection of the offered products, services and / or digital content. Obvious mistakes or errors in the offer do not bind the entrepreneur.

4.3. Each offer contains such information that it is clear to the consumer what the rights and obligations attached to the acceptance of the offer.

Article 5 - The contract

5.1. The agreement is, subject to the provisions of paragraph 4, concluded at the time of acceptance by the consumer of the offer and the fulfillment of the corresponding conditions.

5.2. If the consumer has accepted the offer electronically, the entrepreneur confirms without delay by electronic means the receipt of the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.

5.3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and he takes care of it for a secure web environment. If the consumer can pay electronically, the entrepreneur appropriate security measures.

5.4. The entrepreneur can - within legal frameworks - inform or the consumer to his payment obligations, as well as all those facts and factors relevant to a responsible conclusion of the distance contract. If the entrepreneur on the grounds of this research has good reasons not to enter into the agreement, he is entitled to motivated to refuse an order or request or to attach special conditions to the execution.

5.5. The entrepreneur will, at the latest on delivery of the product, service or digital content to the the following information, in writing or in such a way that it is sold by the consumer an accessible way can be stored on a durable data carrier, send:

- the conditions and the manner in which the consumer of the right of withdrawal can make use of, or a clear message about being excluded from it right of withdrawal;
- the information about guarantees and existing service after purchase;
- the price including all taxes of the product, service or digital content; in front of as far as applicable the costs of delivery; and the method of payment, delivery or execution of the distance contract;

- the requirements for terminating the agreement if the agreement has a duration of more than one year or of indefinite duration; or if the consumer has a right of withdrawal, the model form for withdrawal.

5.6. In the case of an extended transaction, the provision in the previous paragraph only applies to the first one delivery.

Article 6 - Right of withdrawal

Products

6.1. The consumer may enter into an agreement regarding the purchase of a product for one a withdrawal period of 14 days without giving reasons. The entrepreneur may the consumer ask about the reason for revocation, but do not oblige them to state their reason (s).

6.2. The reflection period referred to in paragraph 1 starts on the day after the consumer, or an advance notice by the consumer consumer designated third party, who is not the carrier, has received the product, or:

- if the consumer ordered several products in the same order: the day on which the consumer, or a third party designated by him, has received the last product. The Entrepreneur may, provided the consumer is clear on this prior to the ordering process has informed about this, an order of several products with a different one refuse delivery time.
- if the delivery of a product consists of several shipments or parts: the day the consumer, or a third party designated by him, the last shipment or the last one part received;
- with agreements for regular delivery of products during a certain period period: the day on which the consumer, or a third party appointed by him, the first product.

For services and digital content that is not delivered on a tangible medium:

6.3. The consumer may have a service contract and an agreement for the supply of digital content which has not been delivered on a tangible medium for 14 days without stating reasons dissolve. The entrepreneur may ask the consumer about the reason for withdrawal, but not to oblige his reason (s).

6.4. The reflection period referred to in paragraph 3 starts on the day following the conclusion of the agreement.

Extended cooling-off period for products, services and digital content that is not delivered on a tangible medium if you do not inform about the right of withdrawal:

6.5. If the entrepreneur provides the consumer with the legally required information about the right of withdrawal or did not provide the model form for withdrawal, the cooling off period expires twelve months the end of the original, determined in accordance with the previous paragraphs of this article reflection time.

6.6. If the entrepreneur has the information referred to in the previous paragraph to the consumer provided within twelve months of the effective date of the original reflection period, the reflection period 14 days after the day on which the consumer received this information.

Article 7 - Obligations of the consumer during the cooling-off period

7.1. During the cooling-off period, the consumer will handle the product and the packaging carefully. He will only unpack or use the product to the extent necessary for the nature, the characteristics and the operation of the product. The starting point here is that the consumer is the product can only handle and inspect as he would be allowed to do in a store.

7.2. The consumer is only liable for the value reduction of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.

7.3. The consumer is not liable for the depreciation of the product if the entrepreneur him not before or at the conclusion of the agreement all legally required information about it right of withdrawal.

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

8.1. If the consumer makes use of his right of withdrawal, he will report this within the cooling-off period by means of the model form for withdrawal or otherwise in an unambiguous manner entrepreneur.

8.2. Send as soon as possible but within 14 days from the day following the notification referred to in paragraph 1 the consumer returns the product, or hands it over to (an authorized representative of) the entrepreneur. This do not need if the entrepreneur has offered to pick up the product himself. The consumer has the return period in any case if he returns the product before the cooling-off period expired.

8.3. The consumer returns the product with all delivered accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear information provided by the entrepreneur instructions.

8.4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

8.5. The consumer bears the direct costs of returning the product. As the entrepreneur has not reported that the consumer must bear these costs or as the entrepreneur indicates the costs to bear, the consumer does not have to bear the costs for return.

8.6. If the consumer rescinds after having first explicitly requested that the performance of the service or the supply of gas, water or electricity that are not ready for sale are made in one limited volume or quantity starts during the cooling-off period, the consumer is the an amount corresponding to that part of the Entrepreneur is fulfilled at the time of revocation, compared with the full performance of the commitment.

8.7. The consumer does not incur any costs for the execution of services or the supply of water, gas or electricity that has not been made ready for sale in a limited volume or quantity, or up to supply of district heating, if:

- the entrepreneur the consumer the legally required information about the right of withdrawal, the cost reimbursement in the event of withdrawal or the model form for cancellation does not apply provided, or;

- the consumer is not explicitly informed about the start of the execution of the service or delivery of gas, water, electricity or district heating during the cooling-off period.

8.8. The consumer does not bear any costs for the full or partial delivery of one-off material carrier supplied digital content, if:

- he has not expressly agreed with the start of the delivery prior to delivery the fulfillment of the agreement before the end of the cooling-off period;
- he has not acknowledged to lose his right of withdrawal when giving his consent; or
- the entrepreneur has failed to confirm this statement from the consumer.

8.9. If the consumer exercises his right of withdrawal, all additional agreements legally dissolved.

Article 9 - Obligations of the entrepreneur in case of withdrawal

9.1. If the entrepreneur makes the notification of withdrawal by the consumer possible electronically he will send an acknowledgment of receipt immediately after receipt of this notification.

9.2. The entrepreneur will reimburse all payments from the consumer, including any delivery costs the entrepreneur is charged for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers the product itself to pick up, he may wait with refund until he has the product received or until the consumer demonstrates that he has returned the product, whichever time sooner.

9.3. The entrepreneur uses the same payment method that the consumer has used for reimbursement, unless the consumer agrees to another method. The refund is free of charge for the consumer.

9.4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to return the additional costs for the more expensive method to pay.

Article 10 - Exclusion of right of withdrawal

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement:

10.1. Products or services whose price is subject to fluctuations in the financial market on which the entrepreneur has no influence and who can be within the withdrawal period occur

10.2. Agreements concluded during a public auction. Become a public auction means a sales method that involves products, digital content and / or services by the entrepreneur offered to the consumer who is personally present or has the possibility to be personally present at the auction, under the direction of an auctioneer, and where the successful bidder is obliged to purchase the products, digital content and / or services;

10.3. Service contracts, after full execution of the service, but only if:

- the execution has begun with the explicit prior consent of the consumer;

and

- the consumer has declared that he loses his right of withdrawal as soon as the entrepreneur has fully executed the agreement;

10.4. Package travel as referred to in Section 7: 500 Dutch Civil Code and passenger transport agreements;

10.5. Service agreements for the provision of accommodation, as in the agreement a certain date or period of execution is foreseen and other than for residential purposes, freight transport, car rental services and catering;

10.6. Agreements with regard to leisure activities, as in the agreement a specific date or period of execution thereof is provided;

10.7. Products manufactured according to specifications of the consumer, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or clearly are intended for a specific person;

10.8. Products that spoil quickly or have a limited shelf life;

10.9. Sealed products that are not suitable for reasons of health protection or hygiene to be returned and of which the seal has been broken after delivery;

10.10. Products that by their nature are irrevocably mixed with other products after delivery;

10.11. Alcoholic drinks of which the price was agreed at the conclusion of the agreement, but whose delivery can only take place after 30 days, and of which the actual value depends on fluctuations in the market on which the entrepreneur has no influence;

10.12. Sealed audio, video recordings and computer software, the seal after delivery is broken;

10.13. Newspapers, magazines or magazines, with the exception of subscriptions to this;

10.14. The supply of digital content other than on a tangible medium, but only if:

- the execution has begun with the explicit prior consent of the consumer;

and

- the consumer has stated that he thereby loses his right of withdrawal.

Article 11 - The price

11.1. During the period of validity indicated in the offer, the prices are offered products and / or services are not increased, except for price changes due to changes in VAT rates.

11.2. Contrary to the previous paragraph, the entrepreneur can products or services of which the prices are bound are fluctuations in the financial market and where the entrepreneur has no

influence, with offer variable prices. This bond to fluctuations and the fact that possibly listed prices are indicative of the offer.

11.3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of legal regulations or provisions. 4. Price increases from 3 months after the conclusion of the contract are only permitted if the entrepreneur has stipulated this and:

- these are the result of statutory regulations or stipulations;

or

- the consumer has the authority to terminate the contract with effect from the day on which the price increase takes effect.

Article 12 - Compliance agreement and additional warranty

12.1 The entrepreneur warrants that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and / or usability and the legal provisions existing on the date of the conclusion of the agreement. / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.

12.2 An additional guarantee provided by the trader, its supplier, manufacturer or importer never limits the legal rights and claims that the consumer can enforce against the trader under the agreement if the trader has failed to fulfill his part of the agreement.

12.3 An additional guarantee is understood to mean every obligation of the entrepreneur, its supplier, importer or producer in which it assigns to the consumer certain rights or claims that go beyond what is legally required in the event that it has failed to fulfill its part of the agreement.

Article 13 - Delivery and execution

13.1 The entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.

13.2 The place of delivery is the address that the consumer has made known to the entrepreneur.

13.3 With due observance of what has been stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously but at the latest within 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if an order can not or only partially be executed, the consumer will receive notification of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the contract without penalty and the right to any compensation.

13.4 After dissolution in accordance with the previous paragraph, the entrepreneur will immediately repay the amount that the consumer has paid.

13.5 The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated and the entrepreneur announced representative, unless expressly agreed otherwise.

Article 14 - Duration transactions: duration

14.1 The consumer can terminate an agreement that has been concluded for an indefinite period and which 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 up to one month.

14.2 The consumer can terminate an agreement that has been concluded for a definite period and which extends to the regular delivery of products (including electricity) or services, at any time by the end of the stipulated term, with due observance of the agreed cancellation rules and a notice period of at least highest one month.

14.3 Consumers can the agreements mentioned in the previous paragraphs:

- cancel at any time and not be limited to termination at a specific time or in a given period;
- cancel at least in the same way as they have entered into by him;
- always cancel with the same notice period as the entrepreneur has stipulated for himself.

Article 15 - Payment

15.1 All outstanding receivables are transferred during the completion of the order, with the payment options provided.

15.2. We reserve the right to cancel the order if the payment has failed or due to other reasons the transaction did not take place

Article 16 - Complaints procedure

16.1. The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.

16.2. Complaints about the performance of the contract must be made within a reasonable time after the consumer the defects have been detected, fully and clearly described are submitted to the entrepreneur.

16.3. Complaints submitted to the entrepreneur within a period of 14 days counted from the date of receipt answered. If a complaint requires a foreseeable longer processing time, will be answered by the entrepreneur within the period of 14 days with a message from receipt and an indication when the consumer can expect a more detailed answer.

Article 17 - Additional or different provisions

17.1. Purchase agreement: After you have given us an order by internet, the purchase agreement is a fact. We reserve the right not to execute orders, or conditions. When you order via the internet we reserve the right for each order not to offer certain payment methods and to refer to other payment methods.

17.2. Delivery: Your package will be offered at the address you provided. Deliveries by PostNL take place from Tuesday to Saturday with the exception of public holidays.

We strive to ship your order within a few working days. When you first something order, it may take a little longer before we send your order, because we first provide your data to check. When your package is ready for shipment you will receive a shipping confirmation via email. In this mail is also a Track & Trace code. With this code you can follow your package.

If certain items are not in stock or if we, as stated in the Purchase Agreement or such as described in Article 5 paragraph 4 of the general terms and conditions, we reserve the right to keep an order not to execute or attach conditions to it, the delivery period will be extended and / or the order are canceled.

17.3. Age: If you want to order (via internet), you must be at least **18 years** old

17.4.1 Contribution shipping costs: The shipping costs are for the customer, unless stated otherwise. These costs differ per country.

17.4.2 Import duties: Additional costs for import duties from your country and other additional costs are not refundable, and will therefore be charged towards the customer.

17.5. Return: If you want to return the product(s) you can use our return form that you can find after you made the order on your account.