

# Terms of Service – MyOnlineStore BV

## Article 1. Definitions

- 1.1 **MyOnlineStore**, or 'we', 'us' or 'our': the private company with limited liability MyOnlineStore BV, the supplier of the Service.
- 1.2 **Service**: the online store/online software that is made available and hosted by MyOnlineStore to and for the user (also to be referred to as 'Online Store Owner') in the free version 'MyOnlineStore GO', the paid versions 'MyOnlineStore PRO' and MyOnlineStore PREMIUM and/or all other services supplied by MyOnlineStore.
- 1.3 **Online Store Owner**, or 'you', 'your': the (legal) person receiving our Service in the course of a profession or a business.
- 1.4 **Agreement**: the Agreement between MyOnlineStore and the Online Store Owner on the basis of which we supply our services, including these General Terms of Service.

## Article 2. Applicability

- 2.1 These conditions shall apply to all offers made by us and all agreements entered into by us. Your own general Terms of Service, if any, do not apply here.

## Article 3. Formation of Agreement

- 3.1 The Agreement between you and MyOnlineStore shall become effective after you have filled in all data in the registration process, if you have agreed to the General Terms of Service and have confirmed the launch of your online store, for instance by clicking the button 'Start Selling'.
- 3.2 We are entitled to cancel or prevent the creation of an online store without disclosing any reasons.

## Article 4. Rights and Obligations MyOnlineStore

- 4.1 We do everything we can to make the Service fully available to you at all times. Unfortunately, we cannot guarantee that the Service shall be fully available at all times. If the Service is not (fully) available, we will do everything we can to solve the problem as quickly as possible, and Article 10 of these General Terms of Service applies.
- 4.2 In some cases, a situation of force majeure may occur. This makes it impossible for us to supply the Service. Force majeure may include a terrorist attack, war, strikes of personnel, a fire or a natural disaster, or digital attacks (DDoS, for instance), burglary or seizure of our servers. Other situations of force majeure are conceivable as well. In the event of force majeure, we are entitled to either suspend or cancel the Agreement. In that case we are not obliged to compensate you for any damage.
- 4.3 We are allowed to make changes to the Service as we see fit and without consultation with you. We are also allowed to engage third parties in the performance of our duties.

- 4.4 We are allowed to place hyperlinks and/or images in the Service and e-mails to your customers that show that you use our services. Additionally, there may be technical reasons for you to find our name in the internet address of your online store occasionally.
- 4.5 We are allowed to take technical measures for our protection and that of the Service. You are not allowed to remove or avoid these security measures.
- 4.6 We shall inform you about developments regarding the Service and about additional services of our partners by e-mail. If you do not appreciate this service, you can unsubscribe from it by visiting the admin panel of the Service.
- 4.7 If you do not honor the agreements or we have reason to believe that you do not honor them, we are entitled to suspend our obligations with respect to you. This means that we have the right to temporarily or permanently close your online store.

## Article 5. Rights and Obligations Online Store Owner

- 5.1 The Agreement provides you with the non-exclusive right to use the Service for setting up and managing one (1) online store.
- 5.2 We want to know who we are dealing with and how we can reach you. This requires you to provide us with some (personal) information. You are obliged to truthfully fill in the data that we would like to have by visiting "*My Account/Personal Details*" in the admin panel, and to keep that information up-to-date.
- 5.3 You consent to us storing and using your personal data for the execution of the Agreement. We shall endeavour to secure this personal data to the best of our ability and to protect it against third parties. Our Privacy Policy describes the way we handle the data we collect. You can find the most recent version of the Privacy Policy on our website.
- 5.4 Your personal data may be requested by the police, Justice or a different authority. We shall only provide this data if we have to comply with a demand for information and if we are allowed to do so in accordance with the Dutch Personal Data Protection Act (*Wet Bescherming Persoonsgegevens* (WBP)). If we are requested to comply with a demand for information, we shall inform you of this, unless we have been demanded not to do so. If we are obliged to give your data, we are not responsible for any consequences this has for you.
- 5.5 The operation of your online store is your own responsibility. We, however, do require you to comply with the legislation and regulations and we are entitled to (temporarily) close your online store in case this requirement is not met. We could do this, for instance, if (we suspect that):
  - You are offering stolen products;
  - You are offering products / services you are not allowed to offer under the law (for instance weapons, narcotics or other illegal substances or gambling-related services);
  - You are offering products / services by which you breach intellectual property rights of third parties (bags that resemble the bags of a certain couture brand, for instance);

- You are using our online store to try to gain access to other computers or computer systems or to spread or have spread viruses or other programs here.
- 5.6 You are aware of the fact that we think it is important that the visitor and customer data of your online store is well protected. We shall take technical measures for that purpose. Additionally, it is your responsibility to protect the (personal) data that you keep and use in your online store to the best of your ability. You do this by not disclosing your password and to change it on a regular basis. You are obliged to describe in a Privacy Policy how you handle (personal) data. We are not liable in case you do not take the necessary security measures. Should a third party confront us, Article 11.3 applies.

## Article 6. Prices

- 6.1 We are a European company, so the prices of our Services are in euros. All prices exclude taxes (like VAT) and other government levies.
- 6.2 We are entitled to adjust our prices from time to time, for instance as a correction for inflation. This is no cause for premature termination of the contract.
- 6.3 The prices on our website may contain typing errors. If that is the case, we are still entitled to charge the correct price.

## Article 7. Payments

- 7.1 We will send you an invoice once a month. If we send you an invoice, you must complete the payment within 14 days of the issue date. We are not required to send you a payment reminder before taking further steps, but of course we will try to do that.
- 7.2 If you do not pay an invoice on time, we are entitled to deny access to the Service. This means that you and your customers no longer have access to the online store then. We are not obliged to compensate you for any damages suffered or reimburse the costs incurred by you because of this. You shall, however, always be required to pay the invoice / invoices.
- 7.3 If you do not pay an invoice on time, we may collect the debt through a collection agency. You will be charged for any resulting costs. In calculating the extrajudicial collection costs, we follow the Dutch Extrajudicial Collection Costs (Fees) Decree (*Wet normering buitengerechtelijke incassokosten*).

## Article 8. Intellectual Property Rights

- 8.1 We are very proud of the Service we have developed. For that reason, we protect the software, texts, (visual) material and other matters that makes our Service recognizable as it is. As mentioned in Article 5.1, only the right to use our Service is obtained by you. All (intellectual) property rights connected to or arising from the Service accrue to us. You are not allowed to infringe them, for instance by copying and/or changing our Service or any part of it.

## Article 9. Duration and Termination

- 9.1 This Agreement is effective for the duration of one (1) year. If you want to terminate the Agreement after one year, you can give notice to terminate the Agreement by e-mail or regular mail within one (1) month before the end of that year. If you do not give notice to terminate the Agreement, the Agreement will be extended, each time for a period of one (1) year.
- 9.2 In addition to our entitlements under the law, we are also entitled to immediately give notice to terminate the Agreement in the event of the following:
- You file a petition in bankruptcy or are declared bankrupt;
  - You apply for a (provisional) moratorium or are granted a (provisional) moratorium;
  - You lose the power to dispose of your capital entirely or partially;
  - You have been placed under conservatorship;
  - You fail to comply with the provisions in Article 5.5.
- 9.3 The fact that we are entitled to give notice to terminate the Agreement with immediate effect does not mean that you are not obliged to pay outstanding invoices.

## Article 10. Liability

- 10.1 We are not liable for damages suffered by you as a result of you not being able to make (undisturbed) use of the Service. It does not matter in this case whether this is caused by an outage (caused by a third party), or by us not giving you access to the Service, for instance because we suspect you do not comply with the Agreement. We are not liable in the event of force majeure, as described in Article 4.2, either. In any case, we are not liable for your lost sales. This, however, shall not apply if we deliberately cause the damage or in the event of gross negligence. It is recommended that you take out additional insurance by yourself with regard to these circumstances.
- 10.2 We will do everything in our power to secure the data of the Online Store Owner, but we cannot guarantee this security. We are not liable for damages as a result of the loss of data that has been collected or created using our Service.
- 10.3 We work with our partners and external parties who are connected to or integrated with our Service. The parties do not work for or at MyOnlineStore B.V. We are not liable for damages you may suffer by using services of these partners or external parties.

## Article 11. Third Parties

- 11.1 We offer the Online Store Owner the opportunity to start an online store, but apart from that, we are in no way associated to the company of the Online Store Owner. This means that we are not a party to the agreements that the Online Store Owner enters into with customers that make purchases in the online store. The Online Store Owner himself is responsible / liable for the assortment offered, the products and/or services, quality, and such. So, third parties may not confront us with the products/services offered by the Online Store Owner and the quality and reliability hereof, advertisements and the (way of) handling (of) orders and/or payments.
- 11.2 We will never be liable and are never obliged to compensate a third party for any damages suffered resulting the purchase of a product and/or service in the online store.

11.3 If we are confronted by third parties regarding issues you are responsible and/or liable for, you are obliged to hold us harmless from all claims by this third party. Holding harmless means, among other things, that you shall assist us (in proceedings) with regard to this third party and shall compensate us for all damages suffered by us because of this situation. We will inform you as soon as possible when such a situation occurs. You shall inform this third party immediately in writing that not we, but you are responsible and/or liable. If you refuse to cooperate fully or partially, we will take legal measures. We will fully charge you with the costs incurred by us regarding this matter (attorney's fees, for instance).

## Article 12. Domain Names

12.1 The use of the domain name is your own responsibility.

12.2 If you acquire a domain name, you agree to us registering this domain name with a domain hosting party to your name and at your risk.

12.3 If we are confronted by third parties in relation to the use of your domain name, you are obliged to hold us harmless from all claims by this third party. The same obligation to indemnify as in Article 11.3 applies here.

12.4 On termination of the Agreement, the domain name registered in your name shall be cancelled and cease to exist. If you want to continue using your domain name, this is your own responsibility and you should take all necessary steps for this yourself. The only thing we can do to help you, is to provide you with a transfer code. We will only provide a transfer code if you have completed all invoice payment and other obligations under the Agreement.

## Article 13. Alterations in the General Terms of Service

13.1 We are entitled to alter these General Terms of Service from time to time. Please visit [myonlinestore.com/conditions](https://myonlinestore.com/conditions) for the most recent version of the General Terms of Service.

## Article 14. Miscellaneous

14.1 Dutch law applies to this Agreement and these General Terms of Service. The court in the district of Oost-Brabant, the Netherlands, is competent to take cognizance of any disputes between us in connection with, or arising from, this Agreement.

14.2 We do business with you. You will need our written consent to transfer rights and obligations under the Agreement to a third party.

14.3 Provisions in the Agreement and/or these General Terms of Service may turn out to be contrary to the law and no longer valid (void). This does not mean that the entire Agreement and/or General Terms of Service are no longer valid. If this situation should arise, we will try to find a provision with you that is in line with the old provision as much as possible, but that is not contrary to the law.