

Terms and conditions - Woosa B.V.

These terms and conditions were updated on May 28, 2020.

Article 1 - Definitions

In these general terms and conditions, the following terms, always capitalized, are used in the following meaning.

1. **Woosa:** Woosa B.V., the user of these general terms and conditions, located at Schepenen 9, 8232DB in Lelystad, registered in the Trade Register under Chamber of Commerce number 71751513.
2. **Licensee:** any natural or legal person with whom Woosa has concluded or intends to conclude an Agreement.
3. **Consumer:** a Licensee, natural person, not acting in the course of a profession or business.
4. **Parties:** Woosa and the Licensee jointly.
5. **Agreement:** the agreement between Parties under which Woosa undertakes towards the Licensee to use a Plugin, including associated Services.
6. **Distance Agreement:** an Agreement concluded between Woosa and a Consumer within the framework of an organized system for distance contracting without simultaneous personal presence of Woosa and the Consumer, whereby, up to and including the time of concluding the Agreement, only use is made of one or more means of distance communication, such as an Agreement with a Consumer that is concluded directly through the ordering process on the Website. An Agreement is therefore not a Distance Agreement if it does not use an organized system for distance communication, for example in the event the Agreement is concluded by means of a simple e-mail message or in the event that the Consumer has the contact details of Woosa on the internet or in a telephone book. searches and concludes an Agreement by telephone.
7. **Plugin:** the WooCommerce plugin to be used by Woosa under the Agreement for the Licensee, of which the Licensee obtains the non-exclusive right of use for the duration of the Agreement.
8. **Services / Services:** the services to be provided by Woosa in the context of the Agreement and the use of the Plugin, including offering updates of the Plugin and support and helpdesk services.
9. **Website:** www.woosa.com
10. **Written:** communication in writing, communication by e-mail or any other manner of communication that can be equated with this in view of the state of the art and the prevailing views in society.

Article 2 - General provisions

1. These general terms and conditions apply to every offer from Woosa to enter into an Agreement and every Agreement concluded as such.
2. The applicability of any general terms and conditions of the Licensee, under whatever name, is expressly rejected.
3. Deviations from these general terms and conditions can only be made explicitly and in writing. If and insofar as the provisions in these general terms and conditions deviate from what the Parties have explicitly agreed in Writing, what the Parties have explicitly agreed in Writing shall prevail.
4. Destruction or nullity of one or more of the provisions of these general terms and conditions or the Agreement as such, does not affect the validity of the other stipulations. Where appropriate, the Parties are obliged to enter into mutual consultation in order to make an alternative arrangement with regard to the affected clause. The purpose and purport of the original provision will be taken into account as much as possible.

Article 3 - Offer and conclusion of the agreements

1. Every offer from Woosa (including its offer on the Website and its offers) is without obligation, even if it states a term of acceptance. Woosa can still withdraw its offer without delay, at least as soon as possible after its acceptance by the Licensee. In the event that payment has already been made by the Licensee in such a case, Woosa will immediately ensure repayment, at least as soon as possible.
2. The Licensee cannot derive any rights from an offer by Woosa that contains an obvious error or mistake.
3. Without prejudice to the provisions of paragraph 1, each Agreement is concluded when the Licensee has accepted Woosa's offer in the manner designated by Woosa.

Article 4 - Trial period

1. The provisions of this article only apply if it has been expressly agreed that a trial period applies to the Agreement.
2. The duration of the trial period is expressly stated in Woosa's offer.
3. During the trial period, Licensee may terminate the Agreement at any time in accordance with the provisions of Article 7. At the latest one day before the end of the trial period, Licensee will receive an email reminding that the trial period is ending. If the Licensee does not terminate the Agreement before the trial period ends, the Agreement will be tacitly converted into an Agreement which, depending on the choice made by the Licensee prior to the trial period, may be terminated monthly or annually.

4. If the Licensee makes a small payment at the start of the trial period to effect the direct debit authorization, Licensee is not entitled to a refund of this amount, even if the Agreement is terminated during the trial period.
5. For each type of Plugin, the Licensee only has one trial period.
6. The provisions of this article are without prejudice to the provisions of Article 6; When applying this article and article 6, a Consumer can invoke the provisions that are most favorable to him.

Article 5 - 30-day money back guarantee

1. The provisions of this article only apply if it has been expressly agreed that a 30-day money-back guarantee applies to the Agreement.
2. During the period of 30 days as referred to in the previous paragraph, the Licensee can terminate the Agreement at any time, without giving reasons, in accordance with the provisions of Article 7. In that case, the Licensee will be entitled to a refund or remission of the agreed price. , it being understood that if the Licensee has made a small payment when entering into the Agreement to effect the direct debit authorization, the Licensee is not entitled to a refund of this amount.
3. The Licensee can only use the 30-day money-back guarantee referred to in this article once for each type of Plug-in.
4. The provisions of this article are without prejudice to the provisions of Article 6; When applying this article and article 6, a Consumer can invoke the provisions that are most favorable to him.

Article 6 - Right of dissolution for consumers in distance contracts

1. Subject to the provisions of the rest of this article, the Consumer is entitled to terminate a Distance Contract up to 14 days after its conclusion, without giving any reason.
2. Fulfillment of a Distance Agreement by Woosa, within the reflection period as referred to in the previous paragraph, will only take place at the explicit request of the Consumer.
3. In case of exercise of the right of dissolution by the Consumer, the Consumer owes Woosa an amount that is proportional to that part of the obligation that Woosa has fulfilled at the time of exercising the right of dissolution, compared to the full performance of the commitment. The proportional amount that the Consumer owes to Woosa is calculated on the basis of the total price as expressly agreed.
4. The Consumer can exercise his right of dissolution by submitting a request to Woosa by e-mail or by using the model withdrawal form offered by Woosa. As soon as Woosa has been notified of the Consumer's intention to dissolve the Distance Agreement, Woosa will confirm the dissolution by email as soon as possible.

5. Woosa will refund any payment already received from the Consumer, minus any amount as referred to in paragraph 3, as soon as possible, but no later than 14 days after dissolution of the Distance Contract.

Article 7 - Duration and cancellation of the agreement

1. After expiration of any agreed trial period without termination within it, the Agreement, depending on the choice made by the Licensee, is entered into for an indefinite period or a fixed period of 12 months.
2. If the Agreement has been entered into for a fixed period of 12 months, the Agreement will always be tacitly renewed for another 12 months after this term has expired, unless:
 - the Agreement has been terminated in time in accordance with the provisions of the following paragraph;
 - the Licensee is a Consumer, in which case the Agreement can only be tacitly renewed for an indefinite period.
3. The Agreement ends by cancellation with due observance of a notice period of one month, but no sooner than any definite term of the Agreement has expired. Termination by the Licensee must take place in the manner designated for this purpose under his account on the Website.

Article 8 - Updates, support and help desk services

1. During the term of the Agreement, Woosa will endeavor to realize an optimal functioning of the Plugin by providing updates, but never undertakes to make certain updates available with regard to the making available of updates. Updates must be installed by the Licensee itself and made available to the Licensee as a download.
2. For support when using the Plugin, Licensee is requested to first consult the "Support Center" page on the Website. In addition, Woosa is available for support from Monday to Friday (excluding public holidays) from 8:30 am to 5:00 pm by phone (+31 (0) 320-788163) and via live chat on the Website. For support, the Licensee may also contact us by email (support@woosa.com). By telephone, chat or email contact, Woosa may refer Licensee to the "Support Center" page on the Website without further explanation if the answer to the support question is stated there. Woosa is therefore only bound to respond to Licensee's reasonable support questions; Free support can never be construed as an obligation on Woosa to deal with unreasonable support questions from Licensee.
3. Requested support will be provided as soon as possible, without prejudice to the provisions of the previous paragraph. Woosa never commits to a deadline in this respect. Woosa is therefore never liable for any damage as a result of the Licensee's judgment not providing the requested support in time.

4. Woosa's investigation of issues identified by Licensee when using the Plugin is subject to the following:
 - WooCommerce and WordPress are optimally updated;
 - The third-party plugins have no more than ten available updates;
 - The server configuration is correct, including PHP version, cURL version, PHP time limit and memory limit.

Article 9 - Rights to use the plugin

1. During the term of the Agreement, Woosa offers the Licensee a limited, non-exclusive, non-transferable and non-sublicensable right of use with regard to the Plugin, but only if and insofar as this right of use accrues to the Licensee in accordance with the provisions of this article. All (intellectual) property rights to the Plugin remain with Woosa.
2. Use of the Plugin is only permitted in accordance with the purposes for which the Plugin was developed and intended.
3. The rights accruing to the Licensee under the Agreement are not transferable to third parties.
4. Licensee is prohibited from attempting to decompile or reproduce the software used in connection with the Plugin, manipulate it in any other way, or develop software that violates the Plugin.

Article 10 - Suspension and dissolution

1. Woosa is, if the circumstances of the case reasonably justify, to suspend the execution of the Agreement (by ceasing the operation of the Plugin and / or Services) or to dissolve the Agreement in whole or in part with immediate effect, if and insofar as the Licensee does not fulfill its obligations under the Agreement, or fails to do so in time or in full, or after the conclusion of the Agreement circumstances give Woosa good grounds to fear that the Licensee will not fulfill its obligations. If compliance with the obligations of the Licensee in respect of which it falls short or threatens to fall short is not permanently impossible, the power to dissolve arises only after the Licensee has been given written notice of default by Woosa, in which notice of default is a reasonable period of time. state within which the Licensee can (still) fulfill his obligations and the fulfillment has not yet expired after the expiry of the latter term.
2. If the Licensee is in bankruptcy, has applied for a (provisional) suspension of payment, any attachment has been levied on his goods or in cases in which the Licensee cannot otherwise freely dispose of his assets, Woosa is entitled to terminate the Agreement with immediate effect. dissolve, unless the Licensee has already provided sufficient security for the fulfillment of his payment obligations.

3. The Licensee never claims any form of compensation in connection with the suspension or termination right exercised by Woosa.
4. The Licensee is obliged to compensate the damage that Woosa suffers as a result of the suspension or dissolution of the Agreement.
5. If Woosa terminates the Agreement, all claims against the Licensee are immediately due and payable.

Article 11 - Force majeure

1. Woosa is not obliged to comply with any obligation under the Agreement if and for as long as it is hindered to do so by a circumstance that cannot be attributed to it under the law, a legal act or the prevailing views in society.
2. Insofar as the force majeure situation makes compliance with the Agreement permanently impossible, the Parties are entitled to dissolve the Agreement with immediate effect.
3. If at the onset of the force majeure situation Woosa has already partially fulfilled its obligations, or can only partially fulfill its obligations, it is entitled to charge separately the part already executed or the executable part of the Agreement as if it were the case. an independent Agreement.
4. Without prejudice to the previous paragraph, damage as a result of force majeure will never be eligible for compensation.

Article 12 - Prices and payments

1. Unless expressly stated otherwise, all amounts stated by Woosa and payable by the Licensee are exclusive of VAT, on the understanding that an offer addressed to Consumers includes amounts (including) VAT.
2. If the Agreement has already lasted longer than six months, Woosa is entitled to change the agreed price annually on 1 January. In that case, the Licensee must in any case agree to an increase in the price insofar as that increase is determined by means of the following indexation clause: the increase is determined by multiplying the last applicable prices by a fraction whose numerator is the index figure that applies to the month of October prior to the increase and whose denominator is the index figure that applies to the month of October of the previous year. The indices concern the price indices of household consumption (CPI), all households, published by the Central Bureau of Statistics.
3. In the event that the Agreement is concluded directly through the Website, Licensee will grant Woosa authorization by means of the first payment to automatically debit any subsequent installments from the Licensee's bank account. In other cases, the Licensee will provide this authorization in Writing.

4. Woosa is entitled to make the invoices due to the Licensee available to him exclusively by e-mail.
5. Without prejudice to the provisions of Article 10 and the provisions of paragraphs 6 and 7, Woosa is entitled to charge administration costs reasonably determined by Woosa if a payment is reversed or for other reasons cannot be collected automatically. In that case, Woosa can claim the outstanding payment, including the administration costs referred to here, by bank transfer.
6. If timely payment is not made, the Licensee's default commences by operation of law. From the day this default commences, the Licensee owes interest of 2% per month on the outstanding amount, whereby part of a month is regarded as a full month. Contrary to the previous sentence, the statutory interest applies instead of the contractual interest referred to there if the Licensee acts in the capacity of Consumer.
7. All reasonable costs, both judicial, extrajudicial and execution costs, incurred to obtain amounts owed by the Licensee, will be borne by the Licensee.

Article 13 - Liability and indemnification

1. The Licensee bears the damage caused by inaccuracies in the information provided by him, any other shortcoming in the fulfillment of the obligations of the Licensee arising from the law or the Agreement, and any other circumstance that cannot be attributed to Woosa.
2. Plugin only knows those functionalities that are expressly stated by Woosa. The absence of non-explicit and stated functionalities of the Plugin cannot be regarded as a shortcoming of Woosa and does not entitle to termination of the Agreement, or compensation or any other compensation.
3. Woosa provides the Services to the best of its knowledge and ability. Insofar as the nature or purport of the Services does not impede this imperatively, Woosa undertakes only to a best efforts obligation and cannot guarantee the results that the Licensee wishes to achieve.
4. Without prejudice to the other provisions of these general terms and conditions, Woosa's liability for reparable damage does not exist until after the Licensee has given Woosa the opportunity to repair this damage, failing which no liability will arise for Woosa in this respect.
5. Woosa is never liable for indirect damage, including loss, loss of profit and damage as a result of business interruption. Without prejudice to the other provisions of these general terms and conditions and in particular the provisions of paragraph 6, Woosa is only liable to the Licensee for direct damage that the Licensee suffers as a result of an attributable shortcoming by Woosa in the fulfillment of the Agreement. . Culpable shortcoming is to be understood as a shortcoming that a good and careful acting colleague can and should avoid, all this with due observance of normal attention and the professional knowledge and resources required for the execution of the Agreement. Direct damage exclusively means:

- the reasonable costs for determining the cause and the extent of the damage, insofar as the determination relates to damage that is eligible for compensation within the meaning of these general terms and conditions;
 - any reasonable costs incurred to have Woosa's faulty performance conform to the Agreement, insofar as these can be attributed to Woosa;
 - reasonable costs incurred to prevent or limit damage, insofar as the Licensee demonstrates that these costs have led to limitation of the direct damage within the meaning of these general terms and conditions.
6. Woosa's liability is limited to at most repair or replacement of that to which Woosa's liability relates. If repair or replacement is not possible, Woosa's liability is limited to at most the invoice value of the Agreement, at least that part of the Agreement to which Woosa's liability relates, on the understanding that Woosa's liability will never exceed the amount that is actually paid out in the relevant case, on the basis of the liability insurance taken out by Woosa, plus any excess of Woosa that applies under that insurance.
 7. A condition for any right to compensation to arise is that the Licensee must notify Woosa in writing of the damage immediately after it arises.
 8. Without prejudice to the expiry periods from these general terms and conditions, the limitation period for all claims and defenses against Woosa is one year.
 9. The Licensee indemnifies Woosa against any claims and claims from third parties for damage, the cause of which is attributable to others than Woosa. If Woosa is held liable by third parties for this reason, the Licensee is obliged to assist Woosa both in and out of court and to do everything that can reasonably be expected of him in that case. Should the Licensee fail to take adequate measures, Woosa is entitled, without notice of default, to do so itself. All costs and damage on the part of Woosa and / or third parties as a result thereof will be fully for the account and risk of the Licensee.
 10. The liability limiting clauses in these general terms and conditions have also been stipulated for the benefit of the director (s), director (s) and employees of Woosa.

Article 14 - Intellectual property

1. Woosa reserves all intellectual property rights with regard to the Plugin and its operation, as well as the company name and the texts, images and other content of any nature displayed on the Website. The Licensee is forbidden to reproduce, reproduce, reproduce, reproduce, distribute or distribute these goods or use them or have them used in any other way, other than from the nature or scope of the Agreement or the normal use of the Website ensues.
2. A breach of the provisions of the previous paragraph attributable to the Licensee gives Woosa the right to claim immediate rectification of the breach, as well as damages to be determined on the basis of the nature and extent of the breach.

Article 15 - General complaints policy

1. Complaints with regard to the implementation of the Agreement by Woosa must be submitted in writing to Woosa in full and clearly, within a reasonable time after the Licensee has discovered the alleged shortcoming.
2. Complaints submitted to Woosa will be answered within seven days of receipt. If a complaint requires a longer processing time, a reply will be received within the seven-day period and an indication of when the Licensee can expect a more detailed answer.
3. If a complaint in connection with a Distance Contract cannot be resolved by mutual agreement, the Consumer can submit the dispute to the Disputes Committee via the ODR platform (ec.europa.eu/consumers/odr).

Article 16 - Final provisions

1. Dutch law applies exclusively to every Agreement and all legal relationships arising from it between Parties.
2. Before appealing to the courts, the Parties are obliged to make every effort to settle the dispute by mutual agreement.
3. Except insofar as this is compulsorily impeded by the law under the given circumstances of the case, only the competent court within the district of Woosa's place of business is appointed to take cognizance of any legal disputes between Parties.
4. If these general terms and conditions are available in several languages, the Dutch version will always be decisive for the explanation of the stipulations contained therein.