

Terms and conditions - Woosa B.V.

These terms and conditions were updated on November 23, 2020.

Article 1 - Definitions

In these general terms and conditions, the following terms, always with an ordinary capital letter, are used in the following meaning.

1. **Woosa:** Woosa B.V., the user of these general terms and conditions, located at Schepenen 7, 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 exercise of a profession or business.
4. **Parties:** Woosa and the Licensee jointly.
5. **Agreement:** the agreement between the Parties in the context of which Woosa undertakes towards the Licensee to put one or more Plugins into use, including associated Services.
6. **Distance Agreement:** an Agreement concluded between Woosa and a Consumer within the framework of an organized remote contract conclusion system without the simultaneous personal presence of Woosa and the Consumer and whereby, up to and including the moment of conclusion of 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 no organized system for distance communication is used, for example if the Agreement is concluded by means of a simple e-mail message or if the Consumer has the contact details of Woosa on the internet or in a telephone book. looks up and concludes an Agreement by telephone.
7. **Plugin:** any WooCommerce plugin to be used by Woosa to the Licensee in the context of the Agreement, of which the Licensee obtains the non-exclusive right of use for the duration of the Agreement.
8. **Services/Service:** any WooCommerce plugin to be used by Woosa to the Licensee in the context of the Agreement, of which the Licensee obtains the non-exclusive right of use for the duration of the Agreement.
9. **Website:** www.woosa.com
10. **Written:** communication in writing, communication by e-mail or any other means 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 any offer from Woosa to enter into an Agreement and any Agreement concluded as such.
2. The applicability of any general terms and conditions of the Licensee, under whatever name, is explicitly rejected.

3. The provisions of these general terms and conditions can only be deviated from explicitly and in Writing. If and insofar as the provisions of these general terms and conditions deviate from what the Parties have explicitly agreed in Writing, that which Parties have explicitly agreed in Writing will prevail.
4. The nullification or invalidity 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 provisions. In such a case, the Parties are obliged to enter into mutual consultation in order to make a replacement 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 formation of the agreements

1. Every offer from Woosa (including its offer on the Website and its quotations) is without obligation, even if a term of acceptance is stated therein. Woosa can revoke its offer to immediately, or at least as soon as possible after the acceptance thereof by the Licensee. In the event that in such a case payment has already been made by the Licensee, Woosa will arrange for reimbursement immediately, or at least as soon as possible.
2. The Licensee cannot derive any rights from an offer from Woosa that contains an obvious error or mistake.
3. Without prejudice to the provisions of paragraph 1, each Agreement is concluded at the moment that 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 explicitly stated in Woosa's offer.
3. During the trial period, the Licensee can cancel 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, the Licensee will receive an e-mail reminder that the trial period is ending. If the Licensee does not cancel the Agreement before the trial period ends, the Agreement will be tacitly converted into an Agreement that, depending on the choice made by the Licensee prior to the trial period, can be terminated monthly or annually.
4. If a small payment has been made by the Licensee at the start of the trial period to effectuate 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. There is only one trial period for the Licensee per type of Plugin.
6. The provisions of this article are without prejudice to the provisions of article 6; a Consumer can invoke the provisions most favorable to him when applying this article and article 6.

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 stating reasons, in accordance with the provisions of Article 7. In that case, the Licensee is entitled to a refund or remission of the

agreed price. , on the understanding that if a small payment has been made by the Licensee when entering into the Agreement to effectuate the direct debit authorization, the Licensee will not be entitled to a refund of this amount.

3. Licensee can only make use of the 30-day money-back guarantee referred to in this article once per type of Plugin.
4. The provisions of this article are without prejudice to the provisions of article 6; a Consumer can invoke the provisions that are most favorable to him when applying this article and article 6.

Article 6 - Right of dissolution for consumers in the case of distance contracts

1. Subject to the other provisions of this article, the Consumer is entitled to terminate a Distance Agreement up to 14 days after its conclusion, without stating reasons.
2. Compliance with a Distance Agreement by Woosa, within the reflection period as referred to in the previous paragraph, will only take place at the express request of the Consumer.
3. In case of exercise of the right of dissolution by the Consumer, the Consumer will owe Woosa an amount that is proportional to that part of the obligation that has been fulfilled by Woosa at the time of exercising the right of dissolution, compared to the full performance. of the commitment. The proportional amount that the Consumer owes Woosa is calculated on the basis of the total price as expressly agreed.
4. The Consumer can exercise his right of withdrawal by submitting a request to Woosa by email or by using the model withdrawal form offered by Woosa. As soon as Woosa has been informed of the Consumer's intention to terminate the Distance Agreement, Woosa will confirm the termination by e-mail as soon as possible.
5. Woosa will refund any payment already received from the Consumer, minus any amount as referred to in paragraph 3, to the Consumer as soon as possible, but no later than 14 days after dissolution of the Distance Agreement.

Article 7 - Duration and termination of the agreement

1. After expiry of the possibly agreed trial period without being canceled within it, the Agreement is entered into for an indefinite period or a specified period of 12 months, depending on the choice made by the Licensee. In case the Agreement relates to lifelong access to all WooCommerce plugins offered by Woosa, the Agreement is entered into for an indefinite period of time.
2. If the Agreement has been entered into for a fixed period of 12 months, the Agreement will always be tacitly renewed after expiry of this term for another 12 months, unless:
 - a. the Agreement has been canceled in time in accordance with the provisions of the following paragraph;
 - b. the Licensee is a Consumer, in which case the Agreement can only be tacitly renewed for an indefinite period.
3. The Agreement ends by termination with due observance of a notice period of one month, but no earlier than that any determined term of the Agreement has expired. Termination by the Licensee must take place in the manner indicated for this purpose under his account on the Website.

Article 8 - Updates, support and help desk services

1. Woosa will make every effort to achieve optimal functioning of the Plugin during the term of the Agreement by providing updates, but never undertakes to make updates available to specific terms. Updates must be installed by Licensee himself and will be made available to Licensee as a download.
2. For support when using the Plugin, the Licensee is requested to first consult the "Support Center" page on the Website. Furthermore, Woosa is available for support from Monday to Friday (except public holidays) from 08:30 am to 5:00 pm by telephone (+31 (0) 320-337777) and via the live chat on the Website. For support, the Licensee can also contact us by e-mail (support@woosa.com). In the event of telephone, chat or e-mail contact, Woosa can refer the 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 obliged to respond only to reasonable support questions from the Licensee; "Free support" can never be construed as an obligation of Woosa to handle unreasonable support questions from Licensee.
3. Requested support will be provided as soon as possible, without prejudice to the provisions of the previous paragraph. However, Woosa never undertakes to set a deadline in this regard. Woosa is therefore never liable for any damage as a result of, in the opinion of the Licensee, not providing the requested support on time.
4. The investigation by Woosa of problems identified by Licensee while using the Plugin is subject to the following:
 - a. WooCommerce and WordPress are optimally updated;
 - b. The third-party plugins do not have more than ten available updates;
 - c. The server configuration is correct, including PHP version, cURL version, PHP time-limit, and memory limit.

Article 9 - Usage rights to 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 copy the software used in connection with the Plugin, manipulate it in any other way or develop software that infringes the Plugin.

Article 10 - Suspension and termination

1. If the circumstances of the case reasonably justify this, Woosa is authorized to suspend the performance 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, not timely or not fully comply with his obligations under the Agreement, or circumstances that come to Woosa after the conclusion of the Agreement give Woosa good reason to fear that the Licensee will not fulfill his obligations. If the fulfillment of the obligations of the Licensee in respect of which he fails or threatens to fail is not permanently impossible, the right to dissolve will only arise after the Licensee has been given written notice of default

by Woosa, in which notice is a reasonable term. stated which Licensee obligations (yet) to fulfill and fulfillment after expiry of the latter period is still awaited.

2. If the Licensee is in a state of bankruptcy, has filed for (provisional) suspension of payments, any attachment has been levied on his goods or in cases where the Licensee cannot otherwise freely dispose of his assets, Woosa is entitled to terminate the Agreement with immediate effect. unless the Licensee has already provided sufficient security for the fulfillment of his payment obligations.
3. The Licensee never makes a claim to any form of compensation in connection with the right of suspension or termination 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 dissolves the Agreement, all claims against the Licensee are immediately due and payable.

Article 11 - Force of the majority

1. Woosa is not obliged to comply with any obligation under the Agreement if and for as long as it is prevented from doing so by a circumstance that cannot be attributed to it by virtue of the law, a legal act or generally accepted views.
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 Woosa has already partially fulfilled its obligations upon the occurrence of the force majeure situation, or can only partially fulfill its obligations, it is entitled to charge separately for the part that has already been performed, or part of the Agreement that can be performed, as if it were an independent Agreement.
4. Without prejudice to the application of the previous paragraph, damage as a result of force majeure is never eligible for compensation.

Article 12 - Prices and payments

1. Unless explicitly stated otherwise, all amounts stated by Woosa and owed by the Licensee are exclusive of VAT, on the understanding that an offer addressed to Consumers states amounts (also) including VAT.
2. If the Agreement has 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 this increase is determined on the basis of the following indexation clause: the increase is determined by multiplying the most recently applicable prices by a fraction of which the numerator is the index number that applies to the month of October preceding the increase and of which the denominator is the index number that applies to the month of October of the preceding 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, the Licensee will authorize Woosa 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, 7 and 8, Woosa is entitled to charge the Licensee administration costs to be reasonably determined by Woosa if a payment is reversed or cannot be collected automatically for other reasons. In that case, Woosa can claim the outstanding payment, including the administrative costs referred to here, by means of bank transfer.
6. If timely payment is not made, the default of the Licensee will take effect by operation of law. From the day that this default occurs, 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, instead of the contractual interest referred to there, the statutory interest applies if the Licensee acts in the capacity of Consumer.
7. In case the Agreement relates to lifetime access to all WooCommerce plugins offered by Woosa and the Licensee is in default of payment for more than 14 days, Woosa is entitled to terminate the Agreement with immediate effect, without prejudice to the other provisions of these terms and conditions dissolve. Subsequently, the Licensee is no longer eligible to conclude the Agreement regarding the lifetime access to all WooCommerce plugins offered by Woosa.
8. All reasonable costs, including judicial, extrajudicial and execution costs, incurred in obtaining amounts owed by Licensee, will be borne by Licensee.

Article 13 - Liability and Indemnity

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, as well as any other circumstance that cannot be attributed to Woosa.
2. Plugin only knows those functionalities that are explicitly stated by Woosa. The absence of functionalities of the Plugin that are not explicitly stated and cannot be regarded as a shortcoming on the part of Woosa and does not constitute a right to dissolution of the Agreement, or to compensation or any other compensation.
3. Woosa provides the Services to the best of its knowledge and ability. Insofar as the nature or scope of the Service does not oblige, Woosa commits itself 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 repairable damage does not exist until the Licensee has given Woosa the opportunity to repair this damage, failing which no liability whatsoever arises for Woosa in this respect.
5. Woosa is never liable for indirect damage, including loss suffered, lost 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 can only be held liable towards the Licensee for direct damage suffered by the Licensee as a result of an attributable failure on the part of Woosa in the performance of the Agreement. . An attributable shortcoming must be understood to mean a shortcoming that a good and careful colleague can and should avoid, all this with due observance of normal vigilance and the professional knowledge and resources required for the performance of the Agreement. Direct damage is exclusively understood to mean:
 - a. the reasonable costs for determining the cause and 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;

- b. any reasonable costs incurred to have Woosa's defective performance conform to the Agreement, insofar as these can be attributed to Woosa;
 - c. reasonable costs incurred to prevent or limit damage, insofar as the Licensee demonstrates that these costs have led to limitation of direct damage within the meaning of these general terms and conditions.
6. Woosa's liability is limited to a maximum of repair or replacement of that to which Woosa's liability relates. If repair or replacement is not possible, Woosa's liability is limited to no more than the invoice value of the Agreement, or 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 deductible of Woosa that applies under that insurance.
7. A condition for any right to compensation to arise is that the Licensee has reported the damage to Woosa in Writing immediately after it has arisen.
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 should be sued by third parties on that basis, the Licensee is obliged to assist Woosa both extrajudicially and in law and to do everything that may reasonably be expected of him in that case without delay. Should the Licensee fail to take adequate measures, Woosa is entitled to do so itself without notice of default. All costs and damage on the part of Woosa and / or third parties that arise as a result, are fully for the account and risk of the Licensee.
10. The liability limiting clauses in these general terms and conditions are also 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 to the company name it uses and texts, images and other content of any kind displayed on the Website. The Licensee is prohibited from reproducing, copying, copying, reproducing or disclosing or distributing or distributing these goods or having them used in any other way, other than from the nature or scope of the Agreement or the normal use of the Website.
2. A violation of the provisions of the previous paragraph attributable to the Licensee gives Woosa the right to claim immediate rectification of the infringement, as well as to claim compensation for damages, to be further determined on the basis of the nature and extent of the infringement.

Article 15 - General complaints policy

1. Complaints with regard to the performance of the Agreement by Woosa must be submitted in Writing to Woosa within a reasonable time after the Licensee has established the presumed shortcoming, fully and clearly described.
2. Complaints submitted to Woosa will be answered within seven days of receipt thereof. If a complaint requires a longer processing time, a reply will be given within seven days with a confirmation of receipt and an indication of when the Licensee can expect a more detailed answer.

3. If a complaint related to a Distance Agreement 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 is exclusively applicable to every Agreement and all legal relationships arising therefrom between the Parties.
2. Before any appeal to the court, the Parties are obliged to make every effort to resolve the dispute in mutual consultation.
3. Except insofar as the law makes it mandatory under the given circumstances of the case, only the competent court within the district of the place of business of Woosa is designated to hear any legal disputes between the Parties.
4. If these general terms and conditions are available in several languages, the Dutch version is always decisive for the explanation of the stipulations contained therein.