

# GENERAL TERMS AND CONDITIONS

## PRIVATE CUSTOMER

(Business customer terms and conditions are at the bottom of this page or open this [link](#))

### Article 1 - Definitions

In these Terms and Conditions, the following definitions shall apply:

1. Ancillary contract: a contract whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these items, digital content and/or services are provided by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. Grace period: the period within which the consumer can exercise his right of withdrawal;
3. Consumer: the natural person who is not acting for purposes related to his trade, business, craft or profession;
4. Day: calendar day;
5. Digital content: data produced and delivered in digital form;
6. Continuous contract: a contract for the regular supply of goods, services and/or digital content for a specified period;
7. Durable data carrier: any device – including e-mail – that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation or use for a period of time appropriate to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;
8. Right of withdrawal: the consumer's option to waive the distance contract within the cooling-off period;
9. Trader: the natural or legal person who is a member of Thuiswinkel.org and offers products, (access to) digital content and/or services at a distance to consumers; 10;
10. Distance contract: a contract concluded between the trader and the consumer within the framework of an organized system for the distance sale of products, digital content and/or services, in which, up to and including the conclusion of the contract, exclusive or joint use is made of one or more techniques for distance communication; 11;
11. Model withdrawal form: the European model withdrawal form included in Annex I of these terms and conditions; Annex I does not have to be made available if the consumer does not have a right of withdrawal in respect of his order;
12. Technology for distance communication: means that can be used for concluding an agreement, without the consumer and entrepreneur having to be together in the same room at the same time.

### Article 2 - Identity of the entrepreneur

Name of Entrepreneur: VIRUSSPEEDCHECK B.V.

Acting under the name(s):

Easly

Business address:

Utrechthaven 12A, 3433 PN Nieuwegein

Phone number: +31857603953

Reachability:

From Monday to Friday from 09:00 to 17:00

E-mail address: info@easly.nl

Chamber of Commerce number: 80714544

VAT number: NL861771850B01

### **Article 3 - Applicability**

1. These general terms and conditions apply to every offer of the entrepreneur and to every distance contract concluded between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, the entrepreneur will indicate in what way the general terms and conditions can be inspected at the entrepreneur and that they will be sent free of charge to the consumer as soon as possible upon request.
3. If the distance contract is concluded electronically, notwithstanding the preceding paragraph and before the distance contract is concluded, the text of these general conditions may be made available to the consumer electronically in such a way that it can be stored by the consumer in a simple manner 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 inspected electronically and that, at the consumer's request, they will be sent electronically or otherwise free of charge.
4. In the event that specific product or service conditions apply in addition to these general conditions, the second and third paragraphs shall apply mutatis mutandis and in the event of conflicting conditions the consumer may always rely on the applicable provision that is most favorable to him.

### **Article 4 - The offer**

1. If an offer has a limited period of validity or is made subject to conditions, this shall be expressly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the trader uses images, these are a true representation of the products, services and/or digital content on offer. Obvious mistakes or obvious errors in the offer do not bind 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.

## **Article 5 - The Agreement**

1. The agreement, subject to the provisions of paragraph 4, is concluded at the time of acceptance by the consumer of the offer and the fulfillment of the conditions set forth therein.
2. If the consumer has accepted the offer electronically, the trader 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 shall take appropriate technical and organizational measures to protect the electronic transfer of data and shall ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur may within legal frameworks – 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 grounds not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the implementation, while giving reasons.
5. The trader will send the consumer the following information, in writing or in such a way that the consumer can store it in an accessible manner on a durable data carrier, at the latest on delivery of the product, service or digital content:
  - a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
  - b. the conditions under which and the way in which the consumer can make use of the right of withdrawal, or a clear notification regarding the exclusion of the right of withdrawal;
  - c. the information on guarantees and existing after-sales service;
  - d. the price including all taxes of the product, service or digital content; to the extent applicable, the cost of delivery; and the method of payment, delivery or performance of the distance contract;
  - e. the requirements for terminating the contract if the contract has a duration of more than one year or is of indefinite duration;
  - f. if the consumer has a right of withdrawal, the model withdrawal form.

## **Article 6 - Right of withdrawal**

By products:

1. The consumer may dissolve an agreement relating to the purchase of a product during a 14-day cooling-off period without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but may not oblige the consumer to give his reason(s).
2. The withdrawal period referred to in paragraph 1 starts the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or:
  - a. if the consumer has 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 trader may, provided he has clearly

informed the consumer of this prior to the ordering process, refuse an order for multiple products with different delivery times.

b. if the delivery of a product consists of different shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or part;

c. in the case of contracts for regular delivery of products during a given period: the day on which the consumer, or a third party designated by him, has received the first product.

In the case of services and digital content not supplied on a tangible medium:

3. The consumer may dissolve a service contract and a contract for the supply of digital content not supplied on a tangible medium for 14 days without giving reasons. The trader may ask the consumer about the reason for withdrawal, but may not oblige the consumer to state his reason(s).

4. The reflection period mentioned in paragraph 3 starts on the day following the conclusion of the agreement.

Extended withdrawal period for products, services and digital content not supplied on a tangible medium in case of failure to inform about right of withdrawal:

5. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the cooling-off period expires twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.

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

### **Article 7 - Obligations of the entrepreneur in the event of withdrawal**

1. During the reflection period, the consumer will handle the product and its packaging with care. He will only unpack or use the product to the extent necessary to establish the nature, characteristics and operation of the product. The basic principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.

2. The consumer is only liable for depreciation of the product resulting from a way of handling the product that goes beyond what is permitted in paragraph 1.

3. The consumer is not liable for depreciation of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the contract.

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

1. If the consumer exercises his right of withdrawal, he shall notify the entrepreneur within the withdrawal period by means of the model withdrawal form or in another unambiguous manner.

2. 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 to (an authorized representative of) the entrepreneur. This is not required if the entrepreneur has offered to pick up the product himself. The

consumer has complied with the return period in any case if he returns the product before the reflection period has expired.

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

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

5. The consumer shall bear the direct costs of returning the product. If the entrepreneur has not notified the consumer that the consumer has to bear these costs or if the entrepreneur indicates to bear the costs himself, the consumer does not have to bear the costs of return shipment.

6. If the consumer withdraws after having first expressly requested that the performance of the service or the supply of gas, water or electricity not made ready for sale in a limited volume or certain quantity commences during the withdrawal period, the consumer owes the entrepreneur an amount proportional to that part of the commitment that has been fulfilled by the entrepreneur at the time of withdrawal, compared to the full fulfillment of the commitment.

7. The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity, not made ready for sale in a limited volume or quantity, or to supply district heating, if:

a. the trader has not provided the consumer with the legally required information on the right of withdrawal, the cost reimbursement upon withdrawal or the model withdrawal form, or;

b. the consumer has not expressly requested the commencement of the performance of the service or supply of gas, water, electricity or district heating during the withdrawal period.

8. The consumer shall not bear any costs for the full or partial delivery of digital content not delivered on a tangible medium if:

a. he has not expressly consented to the commencement of performance of the contract before the end of the cooling-off period prior to its delivery;

b. he has not acknowledged losing his right of withdrawal when giving his consent; or

c. the entrepreneur has failed to confirm this statement by the consumer.

9. If the consumer makes use of his right of withdrawal, all additional contracts shall be dissolved by operation of law.

## **Article 9 - Obligations of the entrepreneur in the event of withdrawal**

1. If the trader enables the consumer's notification of withdrawal by electronic means, he shall send a confirmation of receipt without delay after receiving this notification.

2. The entrepreneur reimburses all payments of the consumer, including any delivery costs charged by the entrepreneur 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 to pick up the product himself, he may wait with refunding until he has received the product or until the consumer proves that he has returned the product, whichever is earlier.

3. For repayment, the entrepreneur uses the same means of payment that the consumer has used, unless the consumer agrees to another method. The refund is free of charge for the consumer.
4. If the consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to refund the additional costs for the more expensive method.

### **Article 10 - Exclusion of the right of withdrawal.**

The Entrepreneur may exclude the following products and services from the right of withdrawal, but only if the Entrepreneur stated this clearly with the offer, at least in time for the conclusion of the contract:

1. Products or services whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period
2. Contracts concluded during a public auction. A public auction means a method of sale in which products, digital content and/or services are offered by the entrepreneur to consumers who attend or are given the opportunity to attend the auction in person, under the direction of an auctioneer, and in which the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service contracts, after full performance of the service, but only if:
  - a. performance has begun with the consumer's express prior consent; and
  - b. the consumer has declared that he loses his right of withdrawal once the entrepreneur has fully performed the contract;
4. Package tours as referred to in article 7:500 BW and contracts of passenger transport;
5. Service agreements for the provision of accommodation, if the agreement provides for a specific date or period of performance and other than for residential purposes, transportation of goods, car rental services and catering;
6. Contracts relating to leisure activities, if the contract provides for a specific date or period of performance thereof;
7. Products manufactured to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision by the consumer, or which are clearly intended for a specific person;
8. Products that spoil quickly or have a limited shelf life;
9. Sealed products that are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;
10. Products that after delivery are by their nature irrevocably mixed with other products;
11. Alcoholic beverages whose price was agreed upon at the conclusion of the agreement, but whose delivery can only take place after 30 days, and whose actual value depends on fluctuations in the market over which the entrepreneur has no influence;
12. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
13. Newspapers, magazines or journals, with the exception of subscriptions to these;

14. The delivery of digital content other than on a tangible medium, but only if:
- a. the performance has started with the express prior consent of the consumer; and
  - b. the consumer has declared that he thereby loses his right of withdrawal.

### **Article 11 - The price**

1. During the validity period stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the Entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the Entrepreneur's control, with variable prices. This link to fluctuations and the fact that any prices mentioned are target prices will be mentioned in the offer.
3. Price increases within 3 months after the conclusion of the contract are only allowed if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the entrepreneur has stipulated it and:
  - a. they are the result of legal regulations or stipulations; or
  - b. the consumer is authorized to terminate the contract on the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.

### **Article 12 - Compliance with the agreement and additional warranty**

1. The trader guarantees that the products and/or services comply with the contract, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations that existed on the date the contract was concluded. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement if the entrepreneur has failed to fulfill his part of the agreement.
3. Extra warranty means any commitment by the entrepreneur, his supplier, importer or manufacturer in which he grants the consumer certain rights or claims that go beyond what he is legally obliged to do in case he has failed to fulfill his part of the agreement.

### **Article 13 - 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 entrepreneur.
3. Subject to what is stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders with convenient speed but at the latest within 30 days, unless another delivery period has been agreed. If delivery is delayed, or if an order cannot or can only be partially carried out,

the consumer will be informed about this within 30 days after the order was placed. The consumer in that case has the right to dissolve the agreement without cost and the right to possible compensation.

4. After dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount paid by the consumer without delay.

5. The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a previously designated and made known to the entrepreneur representative, unless otherwise expressly agreed.

#### **Article 14 - Duration transactions: duration, termination and renewal**

Termination:

1. The consumer may at any time terminate a contract entered into for an indefinite period and which extends to the regular delivery of products (including electricity) or services, subject to agreed termination rules and a notice period not exceeding one month.

2. The consumer may terminate a fixed-term contract that was concluded for the regular delivery of products (including electricity) or services at any time at the end of the fixed term in compliance with the applicable termination rules and a period of notice that does not exceed one month.

3. The consumer may terminate the agreements mentioned in the previous paragraphs:

a. terminate at any time and not be limited to termination at a specific time or in a specific period;

b. terminate at least in the same way as they were entered into by him;

c. always terminate with the same notice as the entrepreneur has stipulated for himself.

Renewal:

4. A contract entered into for a definite period and which extends to the regular supply of products (including electricity) or services may not be tacitly extended or renewed for a definite period.

5. In departure from the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly newspapers and magazines may be tacitly renewed for a fixed term not exceeding three months, if the consumer may terminate this renewed contract towards the end of the renewal with a notice period not exceeding one month.

6. A fixed-term contract that has been concluded for the regular supply of products or services may only be tacitly extended for an indefinite period if the consumer may terminate it at any time with a period of notice that does not exceed one month. The notice period shall not exceed three months in case the contract extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

7. A limited duration contract to regularly deliver daily, news and weekly newspapers and magazines for introductory purposes (trial or introductory subscription) is not tacitly continued and ends automatically at the end of the trial or introductory period.

Duration:

8. If a contract has a duration of more than one year, after one year the consumer may at any time



terminate the contract with a notice of up to one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

## **Article 15 - Payment**

1. Unless otherwise provided in the agreement or additional conditions, the amounts owed by the consumer should be paid within 14 days after the start of the reflection period, or in the absence of a reflection period within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period commences on the day after the consumer receives the confirmation of the agreement.
2. When selling products to consumers, general terms and conditions may never require the consumer to pay more than 50% in advance. Where advance payment is stipulated, the consumer may not assert any rights regarding the execution of the order or service(s) in question before the stipulated advance payment has been made.
3. The consumer has the duty to immediately report inaccuracies in payment details provided or mentioned to the entrepreneur.
4. If the consumer does not timely fulfill his payment obligation(s), he is, after he has been informed by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days to still fulfill his payment obligations, after the non-payment within this 14-day period, the consumer owes the statutory interest on the amount due and the entrepreneur has the right to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% over outstanding amounts up to € 2,500; 10% over the next € 2,500 and 5% over the next € 5,000, with a minimum of € 40. The entrepreneur can deviate from the mentioned amounts and percentages for the benefit of the consumer.

## **Article 16 - Complaints procedure**

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 within a reasonable time after the consumer has found the defects, fully and clearly described.
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 foreseeably longer processing time, the entrepreneur will respond within the 14-day period with a notice of receipt and an indication of when the consumer can expect a more detailed answer.
4. A complaint about a product, service or the trader's service can also be submitted via a complaints form on the consumer page of the Thuiswinkel.org website [www.thuiswinkel.org](http://www.thuiswinkel.org). The complaint will then be sent both to the trader in question and to Thuiswinkel.org.
5. The consumer must give the trader at least four weeks to resolve the complaint by mutual agreement. After this period a dispute arises that is susceptible to the dispute settlement.

## **Article 17 - Disputes**

1. Contracts between the entrepreneur and the consumer to which these general terms and conditions relate are exclusively governed by Dutch law.
2. Disputes between the consumer and the trader over the conclusion or exercising of contracts relating to products and services to be supplied or delivered by this trader can be put before the Thuiswinkel Disputes Committee, P.O. Box 90600, 2509 LP in The Hague ([www.sgc.nl](http://www.sgc.nl)), by either the consumer or the trader, with due observance of that which is stipulated below.
3. A dispute will only be dealt with by the Disputes Committee if the consumer has first submitted his/her complaint to the trader within a reasonable period of time.
4. If the complaint does not lead to a solution, the dispute must be submitted to the Geschillencommissie in writing, or in another form to be determined by the Commission, at the latest 12 months after the date on which the consumer submitted the complaint to the proprietor.
5. When the consumer wishes to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. Preferably the consumer first reports this to the entrepreneur.
6. When the proprietor wishes to submit a dispute to the Disputes Committee, the consumer will have to state in writing within five weeks after a written request made by the proprietor whether he so desires or wants the dispute to be dealt with by the competent court. If the entrepreneur does not hear the choice of the consumer within the period of five weeks, then the entrepreneur is entitled to submit the dispute to the competent court.
7. The Dispute Commission makes a decision under the conditions as laid down in the regulations of the Dispute Commission ([www.degeschillencommissie.nl/over-ons/de-commissies/2404/thuiswinkel](http://www.degeschillencommissie.nl/over-ons/de-commissies/2404/thuiswinkel)). The decisions of the Geschillencommissie are made by way of a binding advice.
8. The Disputes Committee will not deal with a dispute or will discontinue its proceedings if the trader has been granted a suspension of payments, gone bankrupt or has actually terminated his business activities before a dispute has been dealt with by the Committee at the session and a final ruling has been issued.
9. If, in addition to the Thuiswinkel Disputes Committee, another disputes committee recognized by or affiliated to the Stichting Geschillencommissies voor Consumentenzaken (SGC) or the Klachteninstituut Financiële Dienstverlening (Kifid) (Financial Services Complaints Institute) is competent, the Thuiswinkel Disputes Committee will have preference over the Thuiswinkel Disputes Committee for disputes primarily concerning the method of distance selling or provision of services. For all other disputes, the other recognized dispute committee affiliated with SGC or Kifid.

## **Article 18 - Industry guarantee**

1. Thuiswinkel.org guarantees the fulfilment of the binding advice given by the Thuiswinkel Disputes Committee by its members, unless the member decides to submit the binding advice to the court for review within two months after it has been sent. This guarantee revives, if the binding advice is upheld after review by the court and the judgement that proves this has become final. Up to a maximum

amount of €10.000,- per binding advice, this amount will be paid to the consumer by Thuiswinkel.org. For amounts greater than €10.000,- per binding advice, €10.000,- will be paid. For the excess amount Thuiswinkel.org has a best-efforts obligation to ensure that the member complies with the binding advice.

2. The application of this guarantee requires that the consumer makes a written appeal to Thuiswinkel.org and that he transfers his claim on the trader to Thuiswinkel.org. If the claim on the trader exceeds €10,000,-, the consumer will be offered to transfer his claim, insofar as it exceeds the amount of €10,000,-, to Thuiswinkel.org, after which this organization will, in its own name and costs, seek payment of this claim in court to satisfy the consumer.

### **Article 19 - Additional or different provisions**

Additional provisions or provisions deviating from these general 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 data carrier.

### **Article 20 - Amendments to the Thuiswinkel General Terms and Conditions.**

1. Amendments to these conditions are only effective after they have been published in an appropriate manner, on the understanding that in the event of applicable amendments during the term of an offer, the provision most favorable to the consumer will prevail.