

## **Terms and Conditions**

**By paying the order, you express your agreement prior to the performance of the service immediately after the order and therefore before the end of the withdrawal period described below.**

### **1. The firm and service provider**

Société anonyme Darebe, having its head office in Etterbeek, avenue de Tervueren 81, registered for the Banque Carrefour des Entreprises under 0894.770.164.

Register of legal persons : Tribunal de commerce francophone de Bruxelles.

TVA : BE 894.770.164.

E-mail : [webmaster@daredo.net](mailto:webmaster@daredo.net).

### **2. Language of the contract**

The contract is concluded in English.

### **3. Technical steps**

The different technical steps to follow in order to conclude the contract are the following:

- The Client is called upon to encode some data concerning him and concerning the services or the digital content that he wishes to order by means of a form available on the Site.
- The Client is then called upon to make the payment in accordance with the payment methods proposed on the Site.
- A web page and/or an e-mail inform(s) the Client that his order has been received.

### **4. Technical means to identify and correct errors in data input**

A script can identify and correct errors when entering your e-mail address.

### **5. Archiving and accessibility of the contract**

The contract once concluded is archived by the service provider. It is not accessible by customer.

## 6. Terms of payment

Payments are made in Euro (€) via the Paypal website. Tools for converting prices are available on this site, but only for information purposes and do not involve Darebe.

During the validation of the order, several payment methods can be offered:

- Paypal.
- Credit Card: You enter your Visa or Mastercard number, check number, expiry date and cardholder name. The withdrawal is made when your order is dispatched, provided you have previously authorized the debit of your account from the competent payment centers, otherwise your order can not be taken into account. In some cases, you will be asked for the Card-Reader (Webbanking security tool) provided by your bank for even more security.
- Pre-transfer or transfer on Internet: With this method of payment, you are automatically directed to your Webbanking or you make a transfer from a terminal, or from your bank.

## 7. Terms of delivery of digital content and service performance

Once the order is made, a confirmation will be sent by e-mail to the customer. In this e-mail will be the file allowing the client to directly consult the digital content. The ordered service will be performed immediately after the order, provided that the customer has expressly agreed to the performance of the service before the end of the withdrawal period described below.

## 8. Right of withdrawal

The customer has a period of fourteen days to withdraw from the contract and renounce its purchase, without having to give reasons for its decision (hereinafter the “right of withdrawal”). The withdrawal period (hereinafter the “cancellation period”) expires after a period of 14 days:

- from the conclusion of the service contract.

When the customer exercises his right of withdrawal after making an application for the purpose of starting the service during the withdrawal period, he is required to pay a reasonable charge to the company, ie an amount proportional to what up to the time when he informed the company of the exercise of the right of withdrawal in relation to all the service provided for by the contract. The proportional amount to be paid by the customer to the company is calculated on the basis of the total price agreed in the contract. If the total price is excessive, the appropriate amount is calculated on the basis of the market value of what has been provided.

The customer does not have a right of withdrawal for the purchase of the digital contents. This exception to the right of withdrawal is provided by law for the supply digital content not provided on

a physical medium, if performance has begun with the express prior agreement of the client, who has also acknowledged that he will lose its right of withdrawal. Thus, by checking the box “I agree to receive my digital content as soon as the order is made and thus waives my right of withdrawal to download the digital content”, the customer waives the right of withdrawal to download the digital content.

From the moment the customer has received the download or online reading links of the digital files ordered, the customer no longer has the possibility of cancelling his order and the price of his purchase will be debited automatically.

The customer informs the company before the expiry of the cancellation period, of its decision to withdraw from the contract. To do this, the client can either:

- a) use the template of the withdrawal form to [download here](#)
- b) make another unambiguous statement of its decision to withdraw from the contract.

The customer has exercised his right of withdrawal in the cancellation period if he sends the communication concerning the exercise of the right of withdrawal before the expiry of this period. The right of withdrawal is communicated either by registered postal mail, by e-mail or, again, via the site. In the latter two cases, the company shall immediately communicate to the customer an acknowledgment of receipt of the withdrawal on a durable medium.

The burden of proof concerning the exercise of the right withdrawal in accordance with this article shall fall to the customer.

The company shall reimburse all payments received from the customer, including, where applicable, delivery charges, without undue delay and in any case within fourteen days of the date on which it is informed of the client's decision to withdraw from the contract.

The company shall make the reimbursement using the same means of payment as that used by the customer for the initial transaction, unless expressly agreed by the customer for another means of payment and provided that the reimbursement does not incur costs for the customer.

## **9. Legal warranty of compliance for goods**

All products and services offered through the DareDo site are described in good faith and as faithfully as possible. The customer will refer to the description and the technical data sheet. The images presented on the site have no contractual value.

In the event that the product delivered clearly does not correspond to the product ordered, the customer has a delay of 2 days from the day or receipt of the parcel to inform us of its complaint.

To be admissible, any complaint must be made by written request (either by post or e-mail).

In accordance with the legal guarantee of conformity, Darebe undertake, in respect of the customer, to deliver its order in accordance with the contract of sale concluded, and responds to any defects in conformity existing at the time of delivery.

To comply with the contract, products must:

1. match the description presented on the site at the time of you order;
2. be suitable for the usual uses of products of the same type or fo any other special purpose sought by the customer which Darebe had informed Darebe before his order and that the latter would have formally accepted;
3. present the quality and usual services of a product of the same to which any customer can reasonably expect, taking into account the nature of the product and the characteristics described on the site.

Should a lack of conformity be proven, the defective product would be brought into compliance, at no cost to the customer.

Unless otherwise stated at the time of order, if a defect occurs within 2 years from the date of delivery, the customer shall have a period of 2 months from the date of discovery of the defect to implement the legal guarantee of conformity. In this case, the customer is entitled, initially, to require the repair of the property or its replacement, in both cases, at no cost, unless this is impossible or disproportionate. In a second step, the customer has the right to demand an adequate price reduction or the resolution of the contract, if he is not entitled to the repair or replacement of the property. To be admissible, any complaint must be made by written request (either by post or e-mail).

Our guarantee is limited to the legal guarantee of conformity of the customer provided for in the Civil Code and the guarantee for hidden defects. We are not liable for any indirect, general or special damages of any kind whatsoever by the customer. The warranty does not cover misuse of the thing sold, normal wear and tear, repair by a third party or the customer and lack of maintenance.

## **10. Duration of the contract**

The service contract is concluded for a period of one month starting from the customer's express prior agreement to the performance of the service before the end of the withdrawal period.

At the end of this period the contract will be renewed for periods of equal duration unless the customer has notified the service provider of its intention not to renew it by e-mail sent at least one week before the expiry of the period in progress.

## **11. Functionality of the digital content**

Digital books are protected by a copy protection system called “Technical protection measures” or “Digital rights management”. These books purchased and downloaded can not therefore generally be transferred to other devices different from the one used for the first download, outside the limits of transfers authorized for the exercise of digital private copying. The customer undertakes to respect the rights of authors, interpreters and publishers of digital books and not to circumvent or undermine technical protection measures.

## **12. Interoperability of the digital content**

Access to the e-book requires the use of the Internet, electronic devices connected to the Internet (computer, smartphone, tablet, digital reader) and reading software, these apparatus and software having to meet specific technical constraints. Since the book is provided in PDF and EPUB format and requires the appropriate reading software.

## **13. Online dispute resolution**

We inform you of the setting up of a European ODR platform which facilitates the settlement of online disputes between consumers and professionals by means of extra-judicial means. More information can be found at <http://ec.europa.eu/odr>.