

General terms and conditions mijnWinkel BV

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Article 1 - Definitions

- 1.1 Description: The legal person with which mijnWinkel has concluded an agreement
- 1.2 Services: The services which mijnWinkel offers, stated on www.myshop.com/prices. The service includes providing access and the use of the System by a browser, exclusive for the purpose to set up and to maintain the web shop, and the hosting of the webshop.
- 1.3 Username: The username with the belonging access code which give the subscriber access to the services
- 1.4 mijnWinkel: The Ltd. with limited liability mijnWinkel B.V. was established has maintained it's office in Aerdenhout
- 1.5 Agreement: The agreement (inclusive these General Terms) between mijnWinkel and subscriber on the basis of which mijnWinkel provided services to the subscriber.
- 1.6 System: The hardware operated by mijnWinkel, software (including the program code for setting up and maintaining a web shop), writing space and the website by which mijnWinkel provides services to the subscriber.
- 1.7 Website: the website www.myshop.com
- 1.8 Web shop: The web shop run by the subscriber, including files with product data by which the shop can be generated and where customers can search and consult the offer of products and services and can order these products and services.

Article 2 - Applicability

- 2.1 The general terms applies to all legal relations between mijnWinkel and subscriber
- 2.2 mijnWinkel rejects explicitly the applicability of general or specific terms of the subscriber or third parties. Conditions which differs from the general terms are only valid when they are agreed on paper.
- 2.3 My Shop has the right to modify the content of the general terms unilateral. Modifications are notified by e-mail or on paper and become effective fourteen (14) days after the announcement, or at another date which is mentioned in the announcement.
- 2.4 If the subscriber does not accept the modifications in the general terms, he has the right to cancel the agreement on the date when the modified general terms are coming into effect. mijnWinkel is not obliged to compensate any cost or losses. The money paid for the subscription will be refunded pro rata.

Article 3 - Concluding of the Agreement

- 3.1 All offers of mijnWinkel are without any obligations and may be reversed within two working days after receiving the acceptance of the offer, unless explicit otherwise stated in the offer.
- 3.2 The agreement between mijnWinkel and subscriber is realized by clicking on the 'I am agree' button during the last step of the registration process on the website of mijnWinkel.
- 3.3 mijnWinkel has the right to refuse a potential subscriber without reason given.

Article 4 - Rights and obligations of mijnWinkel

- 4.1 mijnWinkel will make every effort to disposal the services continuous, but cannot guarantee the availability of the services at all times.
- 4.2 mijnWinkel is not involved in the sale of products and services which are being offered in the webshop. mijnWinkel is also not for the assortment, the quality of the offered products and services, advertising and the dealing with sales activities like payments and deliveries responsible.
- 4.3 mijnWinkel has the right to modify the services. mijnWinkel will make every effort to

announce in advance the modifications which imply a limitation of the core functions of the services, in compliance with a reasonable term, unless this is in all fairness or technical not possible.

4.4 The subscriber has the right to cancel the agreement by mail or on paper within thirty (30) days after the announcement of the modifications of the services mentioned in section 4.3, if the subscriber does not agree with them.

4.5 It is possible that mijnWinkel will add new modules to the services which includes new functionalities. Modules which are offered for payment to new customers are not automatically within the range of the agreement. If the subscriber wants to use these modules, he has to make specific agreements with mijnWinkel.

4.6 mijnWinkel has the right during the validity of the agreement to include on the site of the webshop and in e-mails sent by the system to buyers the following hyperlink and/or picture: 'Powered by myShop.com'. This right can be bought off by the module 'sponsor free'

4.7 mijnWinkel publish an electronic newsletter which informs the subscribers about the developments of the services of mijnWinkel. The subscriber will receive these electronic newsletters during the validity of the agreement at the e-mail address which is provided, unless the subscriber indicates he does not appreciate these service.

Article 5 - Rights and obligations of the Subscriber

5.1 The subscriber obtains the not exclusive and not transferable right to use the services by her own equipment and software for setting up one (1) webshop as stated on www.myshop.com/prices

5.3 The subscriber is responsible to make on a proper way a back up of the own data, which is used to set up and to maintain the webshop.

5.4 The subscriber must provide the right, actual and complete address data which are being asked during the registration process. Modifications in these data have to be sent by the website of mijnWinkel quickly as possible

5.5 Improper use of the services is not allowed by the subscriber, he has to behave and to adopt an attitude in accordance with the expectations of mijnWinkel of a careful user. In particular the subscriber will by using the services: - not put data onto the system which violates intellectual right's of ownership of third parties - not offer products or services which are stolen, are contrary to legal provisions or otherwise violates right's of third parties - not circulate information which is contrary to legal provisions, public order or the morality - not spread or let be spread viruses or other programs which can damage equipment, software or data of third parties on purpose - not access (hack) or attempt to access computers or computer systems for which he is not authorized - not to change, delete or make useless information put on the system by other users of the services or to add information to information of third parties without permission of the third party in question - not to use the services in such a way that will prevent a proper functioning of it or that can bother or damage other users of the services - not in any way disposal his username or (a part) of the services to third parties. The subscriber will keep his username strictly personal and secret - will follow up all given instructions of mijnWinkel in connection with the use of the services

5.6 Without prejudice to her other rights on basis of the law or the agreement, mijnWinkel keeps the right to suspend her obligations to the subscriber or to cancel the agreement if the subscriber is acting, or there is a reasonable suspect for acting against article 5.5. In this case mijnWinkel is not obliged to any compensation.

5.7 If a subscriber wants to do a security check by a third party, first he or she must arrange the date and time with mijnWinkel

Article 6 - Prices and Payment

6.1 All prices and tariffs are in Euros and excluding VAT and other taxes of the government, unless otherwise is stated on www.myshop.com/prices

6.2 The use of the services is during the trial period of 3 months free of charges. If the subscriber decides for a paid subscription during or after the trial period the cost due will be charged every six months or yearly in advance. All the bills have to be paid by the subscriber within 14 days after the day of invoice.

6.3 The subscriber is the extra charges due stated on www.myshop.com/prices, if the page views indicated on the site are exceeded. To pass on page views to the next calendar month is

not possible. For some subscriptions a data limit is not applied, but only a fair use policy (www.myshop.com/fair-use-policy).

6.4 mijnWinkel has in all circumstances the right to modify the agreed price through an e-mail to the subscriber in compliance with a term of (30) days.

6.5 If the subscriber does not agree with the modification of the price by mijnWinkel he has the right to cancel the agreement by e-mail or on paper within thirty (30) days after the announcement, according with the in the announcement stated data when the modifications of the prices come into effect. The subscription money will be refunded pro rata.

6.6 If the subscriber does not pay the sum of money due within the agreed term, the subscriber will be due, without any proof of default, the legal interest over the unpaid amount. The claim can be part with, if the subscriber is being negligent to pay the claim after the proof of default. In this case the subscriber has to pay beside the amount due also a full compensation of the legal and non legal expenses, including all expenses of external experts, besides the cost by law decided, in connection with the collecting of the claim or by right otherwise, of which the height is set for a minimum of 15% of the total amount.

6.7 Without prejudice to other rights on basis of the law or the agreement, mijnWinkel has the right to suspend the services of the subscriber being in default, without obligation to any compensation of cost or damage for the subscriber.

Article 7 - Intellectual rights of ownership

7.1 All intellectual rights of ownership with regard to the services rests with mijnWinkel respectively her licensors.

7.2 The subscriber obtains, insofar necessary for using the services, a non transferable and non exclusive user right with regard to these intellectual rights of ownership.

Article 8 – Privacy

8.1 Subscriber agrees with and gives permission for using of personal data set down in the privacy statement of mijnWinkel (www.myshop.com/privacy).

Article 9 - Term's of Cancelation and contract duration period

9.1 The agreement for the trial subscription concludes for the duration of and ends legally after three months.

9.2 The agreement will, if the customer decides during or after the trial period to continue the subscription, depending the type of subscription, be extended with three (3), six (6) or twelve (12) months. After this period the agreement ends, unless it will be extended by the subscriber.

9.3 The subscriber can extend the agreement each time with a period of three (3), six (6) or twelve (12) months, depending the type of subscription, unless mijnWinkel cancels these before the end of a period by e-mail or on paper. Cancelling can take place without any reason or motivation.

9.4 mijnWinkel and the subscriber are entitled to cancel by e-mail or on paper the agreement starting immediately without any proof of default or judicial intervention and without obligation to any compensation of cost or damage in the next cases: - in the case the other party files one's petition in bankruptcy or is in a state of bankruptcy. - in the case the subscriber (temporally) applies for a moratorium or a (temporally) moratorium is permitted - in the case the subscriber is under legal restraint, or mijnWinkel stops or liquidates her activities

9.5 Without prejudice to other specified in this agreement the next obligations will continue after the end of this agreement - unpaid payments - intellectual rights of ownership – liability

Article 10 - Liability and circumstances beyond one's control

10.1 mijnWinkel is never responsible for any indirect losses of subscriber or third parties, including consequential losses and immaterial losses as a result of using or not using the services. 10.2 mijnWinkel is never responsible for violating someone's intellectual rights of ownership if, according to the subscriber, a general mijnWinkel layout shows too many similarities with the layout which is designed by the subscriber.

10.3 The responsibility of mijnWinkel towards the subscriber, however for which reason, is

limited by the subscriber on basis of the agreement compensation due for a period of six (6) months preceding the moment when the damage started.

10.4 The subscriber will indemnify mijnWinkel and by her called in third parties from all claims of third parties with regard to responsibility, losses and costs, resulting from or in connection with using or not using the services by the subscriber.

10.5 The previous sections of this article are not applied if and as far the damage concerned has been caused by intention or gross guilt by mijnWinkel or her highest executive staff.

10.6 mijnWinkel is not obliged to fulfil one or more obligations if the hindrance is the result of circumstances beyond one's control. These circumstances can be a shortcoming of external hosting providers and suppliers of mijnWinkel and interruption or breakdowns of the electricity or telecommunication services.

10.7 The subscriber has the right to cancel the agreement by e-mail or on paper if the situation of circumstances takes more than sixty (60) days. In this case mijnWinkel is not obliged to any compensation of cost or damage.

Article 11 - Refunds

11.1 If subscriber is not in agreement with the payment from his bankaccount / creditcard, subscriber can contact mijnWinkel via the contact page on the website. Subscriber will get an answer within 2 working days from mijnWinkel. If the subscriber has rights to get the refund, mijnWinkel will refund the payed amount as soon as possible to the original bankaccount / creditcard.

11.2 It is not allowed to cancel the subscription during the subscription period (the period which has been payed) and therefore request refund on payed subscription fees. At the end of the subscription period, it is possible to cancel the subscription without any additional costs.

Article 12 - Miscellanea, applicable law and competent judge

12.1 Dutch law is enforced on this agreement

12.2 The judge in Haarlem is exclusively competent taking note of disputes, as far by national law not is imposed imperative otherwise, which result from or connected with the agreement between the parties.

12.3 The subscriber is not allowed to transfer the rights and obligations from the agreement to a third party, without preceding agreement on paper of mijnWinkel. This includes entities within the group where the subscriber part of is. mijnWinkel has the right to transfer the rights and obligations from the agreement to third parties. The subscriber gives already now in that case approval. The subscriber has the right to cancel the agreement by e-mail or on paper when he cannot agree with the transfer immediately.

12.4 If one or more terms of this agreement are invalid or can be declared invalid, such a thing does leave the validity of other terms intact. Parties have to enter in consultation in order to agree with new terms, in place of the terms which are invalid or are declared to be invalid, whereby the purpose and the tenor of the invalid or the declared to be invalid terms have to be considerate as far as possible.